



Compliance Program

Integrity Policy and Procedures for the
Compliance with Anti-Corruption Laws

Zuma Energía
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1. Objective

The objective of this document is the establishment and dissemination of the policy and procedures that enable Zuma to conduct its activities in accordance with the highest international standards of ethics and integrity, and to comply with the applicable anti-corruption laws.

2. Integrity Policy

This Integrity Policy (the "Policy") of Zuma Energía S.A. de C.V., as well as of its subsidiaries and companies in which it participates directly or indirectly or which operations it controls ("Zuma Energía" or the "Company") applies to all employees (including employees of its subsidiaries and affiliates), officers, shareholders, directors, as well as, where applicable, to all the consultants, agents, representatives, contractors and sub-contractors of the Company (hereinafter, jointly, the "Other Parties"). The Policy requires that all Other Parties refrain, directly or indirectly, from engaging in corrupt activities in any part of the world. They should also avoid situations that may give the appearance of an inappropriate behavior and always act in a transparent manner in front of the Company and avoid any conflict of interest in accordance with this Policy.

The Procedures for the compliance with Anti-corruption Laws (the "Procedures"), indicated below, describe in detail the processes the Company will use to ensure compliance with the Policy and with the applicable domestic and foreign laws in the field of anti-corruption, in particular, without limitation, with the General Law of Administrative Responsibilities ("LGRA") and other Mexican laws that make up the National Anti-corruption System, the Convention on Combating Bribery of Public Servants of the OECD, the Foreign Corrupt Practices Act ("FCPA") of the United States of America, and the U.K. Bribery Act 2010.

The Compliance Program, including the Policy and the Procedures, form part of the Integrity Policy of the Company referred to in article 25 of the LGRA, and will be considered an integral part of the same for the purpose of said law. The Company may extend its Compliance Program in the future and issue new Policies and Procedures as part of the same.

3. Relationship with other Policies and Procedures

The present Compliance Program is consistent with, and complementary to, other policies and strategies of Zuma Energía, such as the Travel Expense Policy, the Procurement Policy, the Social Investment Strategy and other policies and procedures that exist or may be created in the future and which refer to the ethics and conducts related to the prevention of corruption and serious administrative misconduct, as defined in the LGRA.

4. Definitions

Company means Zuma, S.A. de C.V., as well as its subsidiaries and companies in which it has a direct or indirect interest or which operation it controls.

Government Entity includes but is not limited to: (i) any office, dependency, department, agency, or government entity, productive enterprises of the state and coordinated regulatory bodies in the field of energy, whether federal, state or municipal, including administrative, judicial and legislative entities; and (ii) any entity, society, company, firm, public institution or civil association that is owned or controlled or operated by any government.

The term **Family Member** includes all persons who are considered members of the family and relatives by blood or affinity of a certain person in question (for example, of a Government Official or of an Other Party).

This term includes grandparents, parents, children, grandchildren, aunts, uncles, cousins, wife or husband, concubine and cohabitants of the person in question.

Government Official includes but is not limited to: (i) any officer or employee of a Government Entity, political party or candidate for political office; (ii) any person fulfilling public functions on behalf of a Government Entity or who is temporarily assigned to any Government Entity (although not an employee of the Government Entity), and/or (iii) any officer or employee of an international public body, such as the United Nations, the World Bank and the International Monetary Fund, among others.

Policy refers to the Integrity Policy of the Company.

Procedures refer to the Procedures for Compliance with Anti-corruption Laws of the Company.

Compliance Program includes the Policy and Procedures of the Company

Business Partners refers to individuals or corporations that have a direct and specific business relationship with the Company for a particular project or transaction, such as associated companies or joint ventures, and private companies that are involved with the Company in public-private partnerships that are not Intermediary Third Parties.

Intermediary Third Parties refers to (i) a service provider, consultant, distributor, contractor, subcontractor, or other types of providers or third parties, whether individuals or corporations, hired to assist the Company in any business or activity that requires or involves **an interaction with any Government Entity or Government Official on behalf of the Company**, including, but not limited to, law firms, consultants or business agents, and/or (ii) service providers designated by a Government Entity or a Government Official to provide services to the Company.

5. Compliance Committee and Director of Compliance

The Compliance Committee and the Director of Compliance are responsible for the implementation of the Compliance Program.

The Compliance Committee shall consist of the CEO, CFO, General Counsel, Environmental, Safety, Governance & Quality Director and Human Resources Director. If any of the mentioned positions is vacant, the head of the corresponding area shall participate in the Compliance Committee. The Compliance Committee shall meet at least once a year and shall have the powers assigned to them in the present Compliance Program.

The General Counsel will act as Director of Compliance. His or her obligations and responsibilities include, but are not limited to, the following:

- (i) Monitor the implementation of the Compliance Program and report to the Compliance Committee and, where appropriate, to the Board of Directors of the Company.
- (ii) Prepare the formats and criteria necessary for the implementation of the Compliance Program, and submit them for consideration of the Compliance Committee and, where appropriate, of the Board of Directors.
- (iii) Supervise the preparation and issuance of guidelines on specific legal and regulatory aspects on matters related to the Compliance Program.
- (iv) Develop and implement a training program for the employees of the Company, in order that they are fully aware of this Compliance Program and that they understand all laws and regulations applicable in the field of anti-corruption.

- (v) Develop and implement a training program for Intermediary Third Parties and Business Partners.
- (vi) Respond to queries or requests for approval of employees of the Company in relation to any aspect of the Compliance Program.
- (vii) Investigate any conduct, fact or information referring to possible unethical or inappropriate behaviors related to the Compliance Program.
- (viii) Develop guidelines and formulate opinions addressed to the Compliance Committee and, as the case may be, the Board of Directors and the employees of the Company in aspects related to the Compliance Program.
- (ix) Submit an annual report within the first four months of each calendar year to the Compliance Committee and to the Board of Directors on the activities undertaken during the previous year related to the Compliance Program, including proposed activities for the following year as well as recommendations or improvements, where appropriate, to the Compliance Program. He/she shall also report to the Compliance Committee, the Board of Directors and the CEO important events and changes related to this Compliance Program

Any authorization or decision that is required from the Director of Compliance in accordance with this Compliance Program may be appealed before the Director General of the Company. Any decision that modifies the decision taken by the Director of Compliance shall be established in writing.

6. Obligations of Company Employees

The Compliance Program imposes various obligations to the employees of the Company. These obligations will be enforced in accordance with the disciplinary measures available to the Company as an employer, including, but not limited to, entries in the human resources file, as well as suspension, termination, or dismissal. Similarly, cooperation in the implementation of this Compliance Program will be taken into account in the assessment of the employees of the Company.

Each employee is required to comply with applicable laws, regulations, and guidelines on anti-corruption matters, as well as with this Compliance Program.

All employees of the Company must fill out and sign, on an annual basis, the "Employee Certification and Consent on the Compliance Program" (Exhibit A), confirming that the employee fully understands the Compliance Program and fully recognizes its commitment to comply with the same. Each certificate once signed will be part of the personal file of each employee of the Company. It will be the responsibility of each Director, and of the Human Resources Manager, to ensure that all employees under their supervision sign this document on an annual basis.

Employees of the Company shall immediately report to the Director of Compliance or the CEO any information they may have about any violation or possible violation (including suspicion, whether or not based on personal knowledge) of applicable laws or regulations in anti-corruption matters. In case of receiving a report regarding the possible violation of this Anti-corruption Program, the employee who receives said report shall immediately report said alleged violation to the Director of Compliance or to the CEO. Under no circumstances will the reporting of such information be used as a basis for the Company to retaliate against an employee who carries out said report.

7. Conflict of Interest

Conflict of Interest means the possible affectation of an impartial and objective performance of an employee's functions to the best interest of the Company due to personal, family or business interests.

The following situations are considered to represent a Conflict of Interest when the employee is involved in the selection or hiring of suppliers and one of the following circumstances occurs:

- The employee or his or her Family Member is the supplier in case the supplier is an individual.
- The employee or his or her Family Member has holds an interest in the supplier, in case the supplier is a corporation.
- The employee has received gifts and/or invitations from the supplier in the previous 2 (two) years that exceed the thresholds allowed according to the Procedures.
- The employee has received services and/or benefits from the supplier within the previous 2 (two) years.

8. Training

New employees will receive training regarding compliance with the applicable anti-corruption legislation, as well as in relation to the Compliance Program. Said training shall be carried out during the first ninety (90) calendar days from the date the employee is hired or from the date of coming into force of this Policy. Once the training is completed, the new employees must sign the "Certification and Consent of the Employee on the Anti-corruption Compliance Program" (Exhibit A), as well as the "Training Certificate" (Exhibit B). Human Resources shall keep a signed copy of said documents in the personal file of each employee. The Company's objective is to train 100% of the employees in anti-corruption matters within ninety (90) calendar days from the effective date of this Program. This objective must be met on an annual basis.

The Director of Compliance will decide which employees will be required to attend an annual anti-corruption training, or any other training that said director decides, considering the degree of interaction that employees have with Government Officials, Government Entities and Intermediaries and Business Partners. When deemed appropriate, the Director of Compliance may request that certain Intermediary Third Parties or Business Partners receive anti-corruption training as a condition to continue providing services to the Company. Such training may be given by the Company or by a third party.

Each employee of the Company, Third Party Intermediary or Business Partner who attends a training must sign a "Training Certificate" (Exhibit B), confirming that he/she understood the training and that he/she understands his or her obligation to comply with the applicable laws and regulations on anti-corruption matters and with the Compliance Program.

9. Accounting Books and Records

Compliance with the accounting and financial policies of the Company is mandatory. The accounting books and records of the Company shall be kept updated all the time and be handled in accordance with local laws and the International Financial Reporting Standards or IFRS. The accounting records, disbursements, expense reports, invoices, vouchers, and records of gifts, attention and meals, travel and any other business expenses must be reported and recorded accurately and truthfully.

Any payment made by or on behalf of the Company must be authorized in accordance with the existing procedures, including those contained in the Accounts Payable Policy and the Travel Expenses and Representation Policy of the Company.

10. Audits

Forensic audits will be conducted periodically by a law firm and/or an external auditor, as determined by the Director of Compliance. These audits must be conducted at least every 2 (two) years. Periodic audits will include:

- (i) Evaluation of the accounting control system and internal accounting documentation;
- (ii) Review of transactions and contracts to assess compliance with applicable anti-corruption legislation, and
- (iii) Review of the effective implementation of the Compliance Program

11. Procedures for compliance with Anti-corruption Laws

The purpose of these Procedures for Compliance with Anti-corruption Laws is to maximize the Company's compliance with the applicable anti-corruption laws and regulations, as well as good business practices. The relevant laws can be consulted in the following links:

FCPA: <https://www.justice.gov/criminal-fraud/statutes-regulations>

UK Bribery Act: <https://www.legislation.gov.uk/ukpga/2010/23/contents>

LGRA: <http://www.diputados.gob.mx/LeyesBiblio/pdf/LGRA.pdf>

A. General Prohibitions

No Other Party shall offer, promise, perform or authorize - directly or indirectly through any other person or Company - payment of money or any object of value (in the form of compensation, gift, contribution or in any other way) to a Government Official, Family Member, or any third party for the purpose of obtaining or maintaining, for themselves or for a third party, a benefit or advantage. The foregoing includes facilitation payments, that is, payments to facilitate any matter of the Company.

B. Hospitalities, Meals and Gifts

1. Hospitalities and Meals

Reasonable expenses for business entertainment or business meals can play an important role in strengthening personal relationships and promoting the Company's services. The basic principle for the attentions and meals offered to people is the rule of reasonableness.

The Company must be cautious and conservative and must ensure that such expenses comply not only with generally accepted local customs and applicable laws, but also comply with an objective standard of reasonableness.

The following guidelines should be observed when providing assistance to Government Officials, Family Members or any third party:

- (i) The attention must be clearly ordinary and reasonable.
- (ii) The attendance costs must be proportional to local customs and practices.
- (iii) Sufficient efforts must be made so that the hospitality costs may not even seem inappropriate.

- (iv) The applicable legislation does not prohibit the Company from providing hospitality.
- (v) The expense must be accurately and adequately recorded in the books and records of the Company. All receipts, invoices and debit notes must be kept and must identify each participant or assistant, indicating their name, position and Company or Government Entity for which they work, as well as the date of the expense.

The following rules will apply to hospitality and meals, being the fulfillment of the above criteria the responsibility of each employee:

- (a) The Directors of the Company shall inform monthly about Hospitality and Meals made with the name of the guests, the place where the guests work, the place of Hospitality and/or Meal, and the purpose of the Hospitality and/or Meal ("Hospitality and/or Meal Report").
- (b) The other employees may provide Hospitality and/or meals up to a maximum amount equivalent to USD \$ 20.00 (twenty dollars) per person served, delivering a Hospitality and/or Meal Report. Any Hospitality and/or Meal that exceeds the aforementioned amount will require previous approval in writing from the CEO and the Director of Compliance. The Approval of Expenses Form (Exhibit C) must be completed for prior approval. The aforementioned report will have to be delivered within 10 (ten) business days following the date of the hospitality and/or meal.

Failure to comply with this requirement will prevent the reimbursement of said expenses and, depending on the impact, may even cause greater sanctions under this Policy.

2. Gifts

A gift of nominal value given to a Government Official, Family Member or any third party as a courtesy and as a sign of appreciation or gratitude, in accordance with local customs, is often an important and expected means of strengthening good relationships. However, a gift of inadequate value could give the appearance of something improper.

Therefore, it is important that all gifts are appropriate for the occasion, of a modest value and undoubtedly common. Specifically, the gift must not exceed the limit in US dollars indicated below. As a general rule, the gift must have a professional or commercial use more than a personal use.

No Government Official, Family Member or any third party may be offered, promised or given gifts or valuables for the purpose of influencing it to benefit the Company in an inappropriate manner. The intention of the gift should always be to promote, stimulate and/or strengthen the relationship of the Company with its customers.

The following guidelines should be observed when gifts are offered to Government Officials, Family Members or any third party:

- (i) Gifts must be given only as a courtesy or sign of appreciation or esteem, or as thanks for the care received.

- (ii) The gift should be of a modest style and value and be unequivocally customary and appropriate for the situation.
- (iii) The value of the gift must not exceed the equivalent of USD \$ 100.00 (one hundred dollars).
- (iv) Gifts should not be given to the same person more than 3 (three) times a year.
- (v) Gifts in cash are prohibited.
- (vi) The gift must be given openly and not in secret.
- (vii) The applicable legislation should not prohibit the Company from delivering the gift.
- (viii) As appropriate, the gift must have a commercial destiny, more than a personal use and preferably it should lack commercial value (a souvenir etc, a trophy or badge or a *tombstone*).
- (ix) Gifts that have the Company's logo or brand will be preferred.
- (x) The expense must be properly and accurately recorded in the books and records of the Company.

The following rules will apply to the offering of gifts, being the fulfillment of the above criteria responsibility of each employee:

- (a) The Directors of the Company shall inform monthly about the gifts they gave with the name of the recipient, the place where he/she works, the value of the gift, as well as its purpose. The limit value of item (iii) does not apply in the case of gifts offered by Company Directors.
- (b) For all other employees of the Company, the provisions of the following point 3 shall apply.

3. Procedure for approval of gifts.

Any gift that is to be delivered will require the prior written approval of the CEO and the Director of Compliance. The Approval or Expense Report Form (Exhibit C) must be completed for the prior approval of the same. Failure to comply with this requirement may affect the reimbursement of said expenses.

4. Reception of gifts by employees of the Company

Employees of the Company, with the exception of the Directors, may only receive gifts of no commercial value from third parties, such as notebooks and pens with the third party's logo and shall reject any gift that has a commercial value. In the case of receiving gifts of commercial value, they must inform the Director General and the Director of Compliance in writing and must hand them to Human Resources.

The Directors of the Company may receive gifts with commercial value, in which case they will deliver the gifts to Human Resources.

Human Resources will be responsible for (i) raffling gifts among Company personnel, or (ii) disposing of them in favor of the Company and/or its staff.

C. Accommodation and meals

The Company allows, exceptionally and with the prior written approval of the CEO and the Director of Compliance, the payment of travel and lodging expenses of Government Officials and any third party, provided they are reasonable and in good faith, directly related to (i) the promotion, demonstration or explanation of the Company's products or services, or (ii) the development of a contract. Therefore, the Company is allowed to pay travel and lodging expenses to a Government Official or to third parties only exceptionally and in order to visit the Company's facilities or to attend a seminar or exhibition related to the demonstration or display of products and services of the Company or the industry.

The type of lodging and travel, and the costs of meals and other attentions, should always be reasonable according to the circumstances and should always have a legitimate commercial purpose. When paying such expenses, the employees of the Company must exercise good judgment and take into account appearances.

For authorized travel expenses, Company employees should avoid making direct payments to the Government Official or making third parties paying directly to the service provider, such as hotels or airlines, after receiving the invoice or receipt. In the event that the Government Official or third party needs a direct refund, the Company employee must request invoices, receipts and other documentation related to the expense, notifying the Director of Compliance in writing.

Employees shall not pay travel expenses that are excessive, frivolous or disproportionate in relation to the professional level of the traveler. Employees shall not pay for travel, lodging or hospitality to guests or Family Members of a Government Official. Visits to other places are not allowed for tourism purposes or other non-commercial purposes, which in no case will be paid by the Company.

1. Approval Procedure.

In all cases of proposals for the payment of travel expenses of Government Officials or any third party, Company employees must fill out the Expenditure Approval Form (Exhibit C) and obtain the prior written approval from the Director General and the Director of Compliance in relation to the itinerary and the proposed budget (with breakdown of expenses).

The following guidelines should be observed when planning a business trip for a Government Official or any third party:

- (i) The expense must have a legitimate commercial and good faith purpose.
- (ii) The expense must be directly related to the promotion, demonstration or explanation of a product or service, or the execution or development of a contract.
- (iii) The level of service and hospitality, and the costs associated with such service, should be reasonable.

- (iv) The applicable legislation should not prohibit the Company from delivering travel expenses.
- (v) The selection of Government Officials who will attend the business trip will be made by the Company, as far as this is possible.
- (vi) The Company must avoid making payments of travel expenses directly to the Government Official or to any third party.
 - a) As far as possible, the Company must pay directly to the Government Entity a daily agreed value for each participant. The Government Entity will then be directly responsible for paying the daily expenses of each participant.
 - b) As far as possible, all travel expenses must be paid directly to the service providers, upon reception of the corresponding invoices.
 - c) Where direct payments are unavoidable, the Company must make the reimbursement to the Government Official or to the third party exclusively subject to the reception of appropriate invoices and confirmation that the expense has actually been paid by the Government Official or the third party.
- (vii) The itinerary and budget of the trip will be reviewed and approved in writing by the CEO and the Director of Compliance.
- (viii) All expenses must be recorded properly and accurately in the books and records of the Company.
- (ix) The Government Official must sign a letter acknowledging the amount of travel expenses and the specific business reason for the corresponding trip.

2. Reception of trips or services offered by clients and suppliers

Employees may not accept trips paid by customers and suppliers and/or receive services from suppliers.

D. Selection and Appointment of Intermediary Third Parties

These Procedures are applicable to the selection and contracting by the Company of all intermediary Third Parties that interact or may interact with Government Entities or Government Officials on behalf of Zuma Energía. At the discretion of the Director of Compliance, these procedures could be used for the selection and hiring of other types of suppliers, consultants or third parties.

1. Procedures for the Selection and Appointment of Intermediary Third Parties

The Director of Compliance is responsible for approving the selection of an IT. The following procedure must be observed before any Intermediary Third Party is hired and/or paid by the Company.

- (i) The Company employee who would like to hire the Intermediary Third Party must fill out the Application for Approval of an Intermediary Third Party / Business Partner (Exhibit D), and deliver it to the Director of Compliance.
- (ii) The Company employee who would like to hire the Intermediary Third Party must obtain a Questionnaire for the Intermediary Third Party or Business Partner Candidate (Exhibit E) duly filled out and signed by the Intermediary Third Party, and shall deliver it to the Director of Compliance.
- (iii) The Director of Compliance must perform or entrust a third-party provider with the performance of a reasonable *due diligence*, taking into account the risk associated with contracting the IT. This due diligence may include, but not be limited to:
 - a) contact references and the preparation of a written summary of all comments received by third parties;
 - b) a Company profile report (*due diligence report*) or other similar report prepared with a reasonable analysis;
 - c) an investigation of public documents/records;
 - d) a personal interview with the Intermediary Third Party to ensure that it understands the Zuma Energía Compliance Program and the commitment of the Company in relation to the program, as well as the requirement on the part of the Company that the Intermediary Third Party has anti-corruption policies in place that ensure equivalent protection against acts of corruption of its personnel and/or that it receives an anti-corruption training from Zuma Energía. A telephone interview is allowed if it is not possible to interview the candidate personally in a timely manner; and
 - e) an Internet search to confirm the name, place of business, industry and press reports that may contain negative information regarding the reputation of the Intermediary Third Party.

The Director of Compliance will take into account the following criteria for the selection of an Intermediary Third Party:

- (i) Resources and experience:
 - a) financial resources;
 - b) personnel;
 - c) professional and commercial qualifications;
 - d) experience with customers in the industry;
 - e) industry knowledge, and
 - f) experience.
- (ii) Reputation about integrity in commercial practices:

- a) be on good terms with the business community;
- b) have strong standards of business practices;
- c) no Conflicts of Interest;
- d) have good relationships with potential clients;
- e) have good relationship with the government, and
- f) have favorable institutional evaluations.

An Intermediary Third Party will not be hired until all reasonable doubts have been resolved. Once the Director of Compliance is satisfied with the results of the due diligence, the relevant contract will be prepared, which must include a standard anti-corruption clause based on the Standard Anti-corruption Clause (Exhibit F) and the provisions of item 2. The Director of Compliance will have the power to decide which sections of the Anti-Corruption Standard Clause (Exhibit F) will be included in the corresponding contract.

The Director of Compliance shall maintain a file of all the due diligence efforts developed in relation with the hiring of each Intermediary Third Party pursuant to article 11, subsection I. of this Program.

The Director of Compliance may request that an IT due diligence exercise be performed again. For example, in case the Director of Compliance considers it appropriate when there is a change of control or in the administration of an Intermediary Third Party.

For Intermediary Third Parties existing on the date this Policy becomes effective, the Intermediary Third Parties will be listed and three (3) months after the entry into force a due diligence report as well as an interview with the Director of Compliance will be effected, who will decide if the contractual relationship may continue.

2. Contract

The written contract with the Intermediary Third Party shall reflect the complete understanding between the Company and the third party. There should be no commitments that are not part of the written contract. The contract must also contain a clear and explicit prohibition in relation to undue payments in accordance with item A of article 11 of this Program and must contemplate the immediate termination of the contract in case of a breach. Standard contractual conditions related to ethical business conduct should be included in all contracts, as indicated in Exhibit F. Exhibit G contains the annual certification required in the same contract.

The corresponding contract must be drawn up in accordance with the Company's review policies. Once executed, the contract will be kept by the legal area of Zuma Energía. The modification, renewal or termination of a contract with an Intermediary Third Party must be carried out in accordance with the policies of the Company.

The Director of Compliance has the power to establish the text of the anti-corruption clause that must be included in the written contracts with Intermediary Third Parties. The specific contractual anti-corruption conditions will depend on the circumstances of each contracting.

E. Relationship with Business Partners

Prior to the execution of any written contract with Business Partners, the same procedures as those used for Intermediary Third Parties in Section XI.D of these Procedures shall apply.

The Director of Compliance has the power to establish the text of the anti-corruption clause that must be included in written contracts with the Business Partners. The specific contractual anti-corruption conditions will depend on the circumstances of each contracting. The Director of Compliance, at its discretion, may also apply to the Business Partners other procedures that are used for Intermediary Third Parties.

F. Donations and Off-site Improvements

The Company may make donations to Government Entities, non-governmental organizations (NGOs) or charitable institutions (private or public). Likewise, the Company may make off-site improvements. That is, works that are carried out outside the polygon owned or leased by the Company, in public areas or in public domain assets and that are: 1) required by law; 2) requested by a Government Entity (including municipalities, planning commissions or other authorities); 3) required by the Company as part of the Social Investment Strategy; or 4) necessary for the projects of the Company, either during construction or after the entering into operations of the project in question. Any of the works that are executed may be for the benefit of the Company, of the community, or of both.

All donations and off-site improvements must be approved in writing by the CEO and the Director of Compliance.

In the case of approval of a donation or off-site improvement, all the documentation indicated below must be submitted to the Director of Compliance within ten (10) calendar days following the date of the donation or off-site improvement.

All types of donations or off-site improvements in cash to Government Entities or individuals are prohibited.

In all cases, it will be preferred that donations be donations in kind.

An employee of the Company who requests a donation or off-site improvement must submit the Donation or Off-Site Improvement Request (Exhibit H), the Notification of Approval of a Donation or Off-Site Improvement (Exhibit I) and the Receipt of Donation or Off-Site Improvement (Exhibit J). The Donation or Off-Site Improvement Request must be delivered to the Director of Compliance before the commitment to make the Donation or Off-Site Improvement becomes effective.

In all cases, donations and off-site improvements should aim to support needy groups or provide a benefit or better services to the community, and be in line with the Social Investment Strategy.

Donations and off-site improvements must comply with the applicable law and these Procedures and may not be intended to induce a Government Official to take an action, not take it or in any way improperly benefit the Company.

G. Human Resources

Human Resources ("RH") must implement procedures to identify candidates for job positions ("Candidates") and existing employees), who:

- (i) exercise at the time of submitting a job application a position as Government Official, politician or political candidate; and/or
- (ii) have been Government Officials or occupied a job, position or commission with a Government Entity; and/or
- (iii) have family members who may be in a real or apparent position to exercise influence in a Government Entity in relation to the business of Zuma Energía.

The Director of Compliance must notify HR if any other position should be subject to the review mentioned above. In no case may an employee be hired who simultaneously exercises a position as Government Official, politician or political candidate.

RH will notify the Director of Compliance of any Candidate whose characteristics fall within any of the three (3) scenarios mentioned above, and must submit the following information to the Director of Compliance:

- (i) **Candidate with employment in a Government Entity.** In the event that a Candidate or a current employee has a working relationship with a Government Entity, RH will provide the Director of Compliance with at least the following information: i) the name of the Candidate or employee; ii) the position it intends to obtain or that it currently holds in the Company; iii) the name of the Government Entity in which the Candidate or the employee performs; iv) the name of the position it occupies; v) the nature of its duties; and vi) the date on which it started the government employment.
- (ii) **Candidate who in the past occupied a position in a Government Entity.** In the event that a Candidate has been employed by a Government Entity in the past, RH must provide the Director of Compliance with at least the following information: i) the name of the Candidate; ii) the position it seeks to occupy; iii) the name of the Government Entity where the Candidate worked; iv) the public position it held; v) the nature of its duties; and vi) the date on which the government employment began and ended.
- (iii) **Family member of a Candidate or Employee, employed by a Government Entity.** In the event that a Candidate or employee has a Family Member who may be in a real or apparent position to exercise influence in relation to the business of Zuma Energía, Human Resources will provide the Director of Compliance with at least the following information: i) the name of the Candidate or employee; ii) the position that it intends to obtain or that it currently holds in the Company; iii) the name of the Family Member and its relationship with it; iv) the name of the Government Entity in which the Family Member works; v) the position that it exercises; vi) the nature of its functions; and vii) the date on which the Family Member initiated said government employment.

Employees are permanently obliged to notify RH in writing if, in accordance with HR procedures, during the term of their employment relationship with Zuma Energía any Family Member becomes a Government Official, or if said employee obtains a job in a Government Entity.

The Director of Compliance will receive and review the information provided by RH to determine if there are risks in terms of anti-corruption compliance related to the recruitment of the candidate or the continuity of the employment relationship with the current employee. The Director of Compliance will give his or her recommendation to RH.

In no case may an employee of the Company simultaneously hold a position as a Government Official, politician or political candidate.

In the same way, the employees of the Company are obliged to inform HR about any Conflict of Interest, potential or real, that may arise in the course of providing their services, including but not limited to the following assumptions:

- Relationship or identification of other paid activities indicating the amount of expected income on an annual basis and the time they will dedicate to these activities. In no case may the coexistence of parallel activities be authorized when the income of such activities carried out outside of the Company is of such an amount that they equal or exceed those the employee receives for its work in the Company. No employee may accept work, be an advisor or counselor in other companies without previously obtaining in writing the corresponding authorization from RH.
- Relationship or identification of family members who work in a Zuma Energía Company or in any other company or society that has a business relationship with Zuma Energía (whether as a customer or supplier). In the event that Company employees are Family Members or Close Relatives, they must inform HR of this situation and obtain the consent of the CEO.
- List or identification of those companies in which employees have economic interest. Employees cannot be owners, partners or be involved in any supplier or competitor of the Company. In case of doubt, written authorization from HR and the CEO is required.

H. Approvals of the CEO's actions

In the event that the CEO requires any approval in accordance with this Program, said approval shall be decided by the Compliance Committee. In the event that the Director of Compliance requires any approval in accordance with this Program, said approval shall be decided by the CEO.

I. Notifications and Retention of Documents

All notifications and approvals provided in this Program will be considered given when delivered by letter and/or e-mail. The Director of Compliance or the person designated by him or her shall keep all documents and records in relation to the Program for seven (7) years from the end of a business relationship, unless the applicable legislation requires a longer time or if the Director of Compliance requests another term. Such documents must include - but not be limited to - the due diligence documents of the Intermediary Third Party or Business Partner, certificates, training documents and documents related to gifts, hospitality and meals, travel and lodging, as well as donations.

12. Reports

Requirement to immediately report any suspected corruption or improper request.

The Company, concerned about having a confidential channel through which inappropriate behaviors, Conflicts of Interest, or facts that violate this Compliance Program may be reported, has implemented through a third party the receipt of any complaint in this regard.

Any employee, Intermediary Third Party or Business Partner who suspects or has information that this Compliance Program has been violated must report the event immediately.

Any employee, Intermediary Third Party or Business Partner who believes that a Government Official, Intermediary Third Party, Business Partner, supplier or customer has requested, directly or indirectly, and in an improper manner the delivery of an object of value in violation of this Compliance Program must report the event immediately. Complaints can be made anonymously.

The employee, Intermediary Third Party or Business Partner who presents a denunciation will not be subject to disciplinary action or retaliation for the simple fact of making the report, although the individual may be subject to disciplinary action if it violates any policy or procedure of the Company.

The reporting means are:

Internet page	www.resguarda.com/zumaenergia
E-mail:	etica.zumaenergia@resguarda.com
Phone number: (Mexico)	01-800-123312

13. Exceptions to the Compliance Program

The CEO and the Director of Compliance, jointly, have the power to approve exceptions to this Compliance Program. Each exception must be made in writing and be kept on file.

* * * * *

Any violation of the applicable anti-corruption legislation may have serious consequences for the Company and for the persons involved. Difficult and unpredictable circumstances may arise from the application of such laws. Company personnel should consult with the Company's Compliance area any questions or doubts and should not try to make judgments on their own without the corresponding advice. The Company is committed to compliance and will impose appropriate sanctions - including, if applicable, termination of the employment relationship - for violations of its policies and for not complying with the Compliance Program.

Exhibit A: Certification and Consent of the Employee on the Compliance Program

I acknowledge that I have received, read and understood the Company's Compliance Program. I fully understand that, as an employee of the Company or of any of its subsidiaries and affiliates, I have the obligation to fully comply with said policies, procedures and principles.

In particular, I recognize the following:

1. In compliance with my responsibilities in the Company I have not paid / will not pay, offered / offer, promised / promise to pay or authorized / authorize the direct or indirect payment through any person or third party of any amount of money or any object of value to any Government Official including employees of Government Entities, political parties or officials of said parties, or any candidate for political office, in order to induce, secure or obtain an advantage.
2. I do not have any Conflict of Interest as this concept is defined in the Compliance Program.
3. If I have information about any violation or suspected violation of applicable anti-corruption laws or regulations or the Company's Compliance Program, I will report the information to the CEO and Director of Compliance.

Signature of the Company employee: _____

Name: _____

Date: _____

Exhibit B: Training Certificate

I certify that I attended the training conducted on _____ **[Date]** covering the subject of the Zuma Energía Compliance Program. I know and understand that it is my obligation to fully comply with the Policy and Procedures, as well as with the relevant local and international anti-corruption laws that are applicable to Zuma Energía's businesses around the world, including, but not limited to, the General Law of Administrative Responsibilities and other Mexican laws that make up the National Anti-corruption System, as well as the Foreign Corrupt Practices Act, or FCPA, of the United States of America, the UK Bribery Act, the Convention of the United Nations against Corruption and the OECD Convention on the Fight against Bribery of Foreign Government Officials.

I certify that I have not paid, or offered or agreed to pay, or cause to be paid, or offered or paid directly or indirectly, political contributions, fees or commissions. I certify that I am not a government official, an official of any political party, or a candidate of any political party, and that I do not have close relatives who are government officials. In case I am, and/or have relatives that are, I certify that I have previously notified Zuma Energía in writing. I also confirm that I will immediately notify the Company if I ever hold a position as a government official, an official of any political party, or a candidate of any political party, or if a close relative becomes one.

Additionally, I certify that I will not offer, pay, promise to pay, or authorize the payment of any amount of money or offer, give, promise to give or authorize the delivery of any item of value to a government official, political party or one of its officials, to a candidate of a political party, or to any person, while knowing or being aware that there is a high probability that all or part of said amount of money or object of value will be offered, given or promised, directly or indirectly, to a government official, a political party or official thereof, or a candidate of a political party, for the purpose of:

a) Influencing any act or decision of said government official in its capacity as a government official, or induce said government official to perform or omit to perform any act that constitutes a violation of any legal duty of said government official, or ensure any improper advantage, or inducing said government official to use its influence in the government, directly or indirectly, to affect or influence any act or decision of said government to assist said person in obtaining or retaining any business with or for said person, or any business with any person; or

b) Influencing any act or decision of any person, as long as it is known that all or part of the amount of the money or object of value will be offered, given or promised, directly or indirectly, to a government official (or political party), or a candidate of a political party, for any of the prohibited purposes described above.

Finally, I certify that I am not in a situation of conflict of interest, as this term is defined in the Integrity Policy.

I agree that if future events cause the certifications and information reported herein to be no longer accurate or complete, or if I have knowledge of any potential violations of the Zuma Energía Compliance Program and/or local and international anti-corruption laws, I will immediately notify Zuma Energía's Anti-corruption Compliance area.

Name: _____

Position: _____

Signature: _____

Exhibit C: Expenditure Approval Form

Please fill out the following form when requesting approvals for hospitality, including meals, gifts, lodging and/or trips to a Government Official.

This form must be filled out by the employee making the request, delivering it to the CEO and the Director of Compliance before making the respective expense.

This form shall NOT be used for donations or off-site improvements.

Section 1: Type of expense

- Hospitalities, including meals
- Gifts
- Lodging / Travel
- Other (please explain) _____

Section 2: Information about the employee making the request

Area to which it belongs: _____

Name: _____

Position: _____

Phone: _____

E-mail: _____

Section 3: Value and purpose of the payment

Total value of the expense (value paid or payable by the employee making the request, in cash, or the value of the meal or gift. In case of travel and accommodation, break down payments):

USD \$ _____ (Use the exchange rate of the corresponding date and currency)

Reason for spending:

Section 4: Information from the Government Official or the Beneficiary (include additional identical pages if more than one)

Entity of Government or Company to which it belongs:

Name: _____

Position: _____

Phone: _____

E-mail: _____

Is the beneficiary:

an official or employee of an office, agency, department, agency or government entity;

an official or employee of an entity owned or controlled or operated by the government;

a relative or Family Member of a Government Official;

a political party, an official of a political party or a political candidate?

According to your information, has the beneficiary previously received any form of compensation from Zuma Energía (for example, meals or gifts) during this calendar year?

Yes

No

If the answer is Yes, please indicate the total value and the details and concepts of said expenses:

Do you know if the beneficiary is related in any way to Zuma Energía?

Yes

No

If the answer is Yes, please explain the relationship:

Signature of the employee: _____

Name: _____

Position: _____

Date: _____

APPROVAL (Director of Compliance):

(Printed name and signature)

(date) APPROVAL

(CEO):

(Printed name and signature)

(Date)

Exhibit D: Request for approval of an Intermediary Third Party ("IT") / Business Partner ("SC")

Preparation date: _____

Employee of Zuma Energía who requests the approval:

Name of the TI:

Address of the TI:

This IT is recommended to act as:

_____ CONTRACTOR / SUPPLIER

_____ AGENT

_____ CONSULTANT

_____ LAWYER

_____ BUSINESS PARTNER

_____ PROMOTER

_____ OTHER (specify) _____

Describe the IT qualifications and the justification for contracting it:

I recommend hiring said third party. Based on the information I hold, I consider that said third party has a good reputation, is qualified and its contracting is adequate considering the business integrity standards of the Company's Compliance Program. I further consider that the proposed consideration is reasonable in relation to the business services to be rendered.

(Name and Signature of the Applicant) (Date)

(Name and Signature of
Responsible of the Applicant Area) (Date)

APPROVAL (Director of Compliance):

(Printed name and signature) (Date)

Exhibit E-1: Questionnaire for the candidate for Intermediary Third Party ("IT") or Business Partner ("SC ")

(For use when the IT or SC is an individual)

Zuma Energía is committed to develop its activities in compliance with all applicable laws and regulations, including legislation related to anti-corruption. Zuma Energía expects the same commitment of compliance with these legal and ethical standards by its third parties and business partners. As part of this anti-corruption compliance commitment, Zuma Energía requires that the alleged third parties and business partners complete a due diligence questionnaire as a prerequisite to engage in business relationships with Zuma Energía. The purpose of due diligence is to ensure that the activities of third parties and business partners in relation to Zuma Energía fully comply with the applicable anti-corruption laws. Please provide the information requested in this Due Diligence Questionnaire in as much detail as possible, in the available spaces. Attach additional sheets as necessary to fully answer each question.

The term **Government Official** shall be interpreted broadly. It includes, without limitation, elected or non-elected individuals who work for any branch or agency of the government (local or national), political party, company owned or controlled or operated by the government or international public organization (such as the United Nations or the Red Cross). The term includes political candidates, members of a royal family, military personnel and close family members of any of those individuals. If you are not sure if a person is a "Government Official", please notify your Zuma Energía contact to clarify your doubts.

1. Background	
Name:	
Address:	
Phone:	
E-mail:	
Profession:	
Percentage of your time that will be spent on services for Zuma Energía:	
Date of birth:	
Official identification type and number:	
RFC Number:	
2. Commercial	
Date and place of registration as a professional:	

Main areas of business activities:	
Years in the current business areas:	
Professional licenses:	

3. Job history. Please include a list of the entities of which you have been an employee, officer, executive, director or owner for the past 10 years, including dates and a description of each position.

4. Connections with the Government	Yes	No
Are you (or any close member of your family) a Government Official?	<input type="checkbox"/>	<input type="checkbox"/>

Is any individual (or close member of that individual's family) who will be providing services in connection with the proposed business a Government Official?		
Does any Government Official have a financial interest in the proposed business with Zuma Energía?		
Have you interacted, or do you anticipate that you will interact with entities related to the government or Government Officials in relation to the proposed business, including, without limitation, obtaining concessions, licenses, permits or regulatory approvals regarding the proposed business?		
If you have answered YES to any of the above questions, please include in the space below a description that identifies such connections and interactions with government-related entities.		

5. Payments	Yes	No
Have you or any entity that provides services in relation to the business proposed, offered, done, accepted or requested a bribe, undue compensation or other inappropriate payment to or from any person in relation to the proposed business?		
Have you provided or paid for - or do you anticipate that you will provide or pay for - any lunch / meal, service, gift, travel, lodging or other courtesies to Government Officials or their guests or families in connection with the proposed business?		
Are you aware of any circumstance under which any person, including a Government Official, has requested or demanded anything of value of any kind (for example a bribe, undue compensation, lunches / meals, hospitality or travel) to you or any entity or individual in any way related to the proposed business?		
If you have answered YES to <u>any</u> of the above questions, please describe in the space below the circumstances of such payments or offers, including the beneficiary, the value, frequency and purpose of such payments or offers of payment.		

6. Sanctions and Investigations	Yes	No
Do you or any entity that provides services in connection with the proposed business have ever been subjected to a legal proceeding, an internal investigation or a government investigation or has been subject to a compliance action related to corruption or fraud or any other criminal action?		
If you have answered YES to <u>any</u> of the above questions, please describe in the space below the circumstances. In case of legal proceedings, please indicate the parties (organizations) involved, the case number, the court, the date of filing and the status of the process.		

I certify that the information mentioned in this TI Candidate Questionnaire is complete and correct according to the information I have. I further certify that I will notify Zuma Energía immediately in the event that any circumstance causes the information contained in this questionnaire to change. The personal information, including sensitive information, is provided to Zuma Energía in compliance with the applicable privacy and data protection legislation. I accept that Zuma Energía will not be responsible for any damage resulting from any breach of the privacy and data protection obligations.

Signature: _____

Name: _____

Position: _____

Date: _____

Exhibit E-2: Questionnaire for the Intermediary Third Party Candidate ("TI ")

(For use when IT is a corporation)

Zuma Energía is committed to developing its activities in compliance with all applicable laws and regulations, including anti-corruption legislation. Zuma Energía expects the same commitment of compliance with these legal and ethical standards by its third parties and business partners. As part of this anti-corruption compliance commitment, Zuma Energía requires that the alleged third parties and business partners complete a due diligence questionnaire as a prerequisite to engage in business relationships with Zuma Energía. The purpose of due diligence is to ensure that the activities of third parties and business partners in relation to Zuma Energía fully comply with the applicable anti-corruption laws. Please fill out this questionnaire by answering each of the questions and supplying the requested documents. In case a question does not apply, answer "N/A". If additional space is required for your response, please include it on additional pages.

The term **Government Official** shall be interpreted broadly. It includes, without limitation, elected or non-elected individuals who work for any branch or agency of the government (local or national), political party, company owned or controlled or operated by the government or international public organization (such as the United Nations or the Red Cross). The term includes political candidates, members of a royal family, military personnel and close family members of any of those individuals. If you are not sure if a person is a "Government Official", please notify your Zuma Energía contact to clarify your doubts.

1. Background	
Name of the company (name or company name of the entity that will sign a contract with Zuma Energía):	
Address:	
Web page:	
Contact name, phone number, email address:	

2. Commercial	
Date and place of incorporation:	
Main areas of business activity:	
Years in the current business areas:	

3. Officers of the Company and Board of Directors	
Names and positions of the main officers of the company:	
Names of the members of the Board of Directors or Sole Administrator:	
<p>What is the legal structure of the company?</p> <p><input type="checkbox"/> Business Society (for example SA, S. de RL, etc.)</p> <p><input type="checkbox"/> Government owned</p> <p><input type="checkbox"/> Association (e.g. AC, ONG, etc.)</p> <p><input type="checkbox"/> Other: (describe) _____</p>	

4. Structure of the Company
<p>If your company is listed on a stock exchange, or your company is wholly owned by a company listed on the stock exchange, please attach to this Questionnaire a copy of its most recent annual reports to such stock exchanges, in which case we ask you not to take into account the rest of this Question 4.</p>
<p>List all the owners, partners or shareholders of the Candidate (the percentages must total 100%) If you require more space please attach an additional sheet.</p>
<p>Name or Corporate Name: Nationality: Percentage of Participation:</p> <p>Name or Corporate Name: Nationality: Percentage of Participation:</p> <p>Name or Corporate Name: Nationality: Percentage of Participation:</p> <p>Name or Corporate Name: Nationality: Percentage of Participation:</p>

5. Connections with the Government	Yes	No
Is any individual (or close member of that individual's family) listed in sections 3 and 4 above a Government Official?		
Does any Government Entity or individual that is a Government Official have any financial interest in, or exercises control over, the company or any entity that provides services in relation to the proposed business?		
Has the company interacted, or anticipates that it will interact, with Government Entities or with Government Officials in relation to the proposed business, including without limitation seeking or obtaining any concession, license, permit or regulatory approval?		

If you have answered YES to any of the above questions, please describe in the space below such connections and interactions with government-related entities and attach any additional documentation that you consider appropriate.

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6. Payments	Yes	No
Has the company or any entity that provides services in relation to the proposed business offered, done, accepted or requested a bribe, undue compensation or other inappropriate payment to or from any person in connection with the proposed business?		
Does the company, or any entity that provides services in relation to the business, propose, supply or pay, or expect to supply or pay, any lunch / meal, service, gift, travel, lodging or other courtesies to Government Officials or their guests or relatives in relation to the proposed business?		
Are you aware of any circumstance under which any person, including a Government Official, has requested anything of value of any kind (for example a bribe, undue compensation, lunches / meals, hospitality or travel) to the company or any entity or individual in any way related to the proposed business?		
If you have answered YES to <u>any</u> of the above questions, please describe in the space below the circumstances of such payments or offers, including the beneficiary, the value, frequency and purpose of such payments or offers of payment.		

7. Sanctions and Investigations	Yes	No
Has the company or any entity that provides services in relation to the proposed business ever been subject to a legal proceeding, an internal investigation or a government investigation or has it been subject to a compliance action related to corruption or fraud or to any other criminal action?		
Has the company or any entity that provides services in relation to the proposed business been prosecuted or convicted (or submitted an allegation refusing to answer) for having committed a serious crime?		
If you have answered YES to <u>any</u> of the above questions, please describe the circumstances in the space below. In case of legal proceedings, please indicate the parties (organizations) involved, the case number, the court, the date of filing and the status of the process.		

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8. Exhibits

Please attach to this Questionnaire:

- A copy of all policies, procedures, training information or other documentation included in any anti-bribery or anti-corruption compliance policy or program implemented by the company;
- A copy of the mercantile folio of the Public Registry of Commerce corresponding to the company (or copy of the duly registered act of incorporation), and
- A copy of any required registration or other documentation authorizing your company to do business.

I have reviewed the information and statements contained in this TI Candidate Questionnaire and I am authorized to sign it on behalf of the company. I certify on behalf of the company that the information contained in this TI Candidate Questionnaire is complete and accurate according to the information I possess. I further certify that the company will notify Zuma Energía immediately in the event that any circumstance causes the information contained in this questionnaire to change. All personal information, including sensitive information, is provided to Zuma Energía in compliance with the applicable privacy and data protection legislation. I certify on behalf of the company that Zuma Energía will not be responsible for any damages resulting from any breach related to the privacy and data protection obligations.

Signature: _____

Company: _____

Name: _____

Position: _____

Date: _____

Exhibit F: Standard Anti-corruption Clause

It is important that the company provides clear instructions to third parties and other external parties with whom it does business, in relation to our policies and applicable anti-corruption and anti-bribery laws and regulations that strictly prohibit corruption and improper payments of any kind. The following standard clause has been approved by the Company's Director of Compliance for use in contracts with intermediary third parties and business partners. Any change to said standard clause must be approved by the Director of Compliance. Please contact the Company's Director of Compliance if you have questions.

CONDITIONS REQUIRED IN CONTRACTS

Clause XXX: Compliance with Anti-Corruption Laws.

Before and during the term of this Agreement, **[Third Party]**, including its officers, directors, employees or agents acting on its behalf, have not offered, performed or committed, directly or indirectly, authorized or given, or will offer, make or promise make, authorize or give, any payment of money or any object of value to any Government Official or any other person with the corrupt intention to (i) influence on any act or decision of a Government Official in its official capacity or any other person, (ii) induce the Government Official or any other person to do or fail to do any act in violation of their legal duty, (iii) obtain any undue advantage, or (iv) induce a Government Official or any other person to use his or her position inappropriately to affect any act or decision related to this Contract.

For the purposes of this section, (i) "**Government Official**" means 1) officials, employees, agents, advisors, and elected and non-elected representatives of any branch or agency of the government (i.e. national, state, regional, local and municipal, as well as legislative, administrative, judicial and executive branches); 2) directors, officers, employees, representatives and agents of companies wholly owned or controlled or operated by the government, even if such companies are owned or partially controlled by the government and if the company acts as a commercial entity; 3) political parties, officials of a party and candidates for political office; 4) officials, employees, representatives and agents of international public organizations, such as the United Nations, the World Bank, the International Monetary Fund, the Red Cross or the International Trade Organization; 5) members of a royal family; 6) military personnel and 7) close family members (for example, spouse, grandparents, parents, siblings, children or other relatives who share the same household) of any of the foregoing individuals; (ii) "**Global Anti-corruption Laws**" refers to the General Law of Administrative Responsibilities and other Mexican laws that make up the National Anti-corruption System, as well as other laws and regulations such as the Foreign Corrupt Practices Act of the United States ("FCPA") and the United Kingdom Bribery Act.

XXX.1 Property of a Government Official. **[Third Party]** guarantees and represents that during the term of this Contract no Government Official is or will be, directly or indirectly, an owner or investor in **[Third Party]** and that no Government Official has or will have during the term of this Contract any financial interest, directly or indirectly, in the contractual relationship established by this Contract. In addition, during the term of this Contract no relative of a Government Official is or will be, directly or indirectly, owner or investor in **[Third Party]** and no family member of a Government Official has or will have, during the term of this Contract, any direct or indirect financial interest in the contractual relationship established by this Contract.

XXX.2 Hiring Government Officials or Family Members of Government Officials. **[Third Party]** guarantees and represents that during the term of this Contract none of its officers, directors, employees or owners is or will be a Government Official or a member of the immediate family (spouse, parents, children, siblings or spouse of the brother/sister), or economically dependent on a Government Official.

XXX.3 Prohibition of Facilitation Payments. **[Third Party]** guarantees and represents that it has not made, offered, paid, promised or authorized or will make, offer, pay, promise or authorize, directly or indirectly, any payment for the benefit of a Government Official to facilitate in any way this Contract.

XXX.4 Political Contributions and Charitable Donations. **[Third Party]** guarantees and declares that it has not given, offered, promised or paid, nor will it give, offer, promise or pay, political contributions or charitable or social donations, that in any way relate to this Contract or any related activity.

XXX.5 Subcontractors and Agents. Subcontractors, representatives or agents retained in connection with the execution of this Contract will execute a written contract with **[Third Party]** in which they will certify that the subcontractors, representatives or agents comply with the global anti-corruption laws and the obligations established in this section before any participation in this Contract or in any related activity.

XXX.6 Prohibited Parties. **[Third Party]** guarantees and represents that neither it nor any of its owners, directors, officers, employees, representatives or agents: (a) appear on any list of entities or individuals unable to tender or participate in any project financed by the World Bank, the International Finance Corporation or any other bilateral or multilateral aid agency; (b) have been disqualified, suspended or otherwise determined not eligible for government procurement programs in any jurisdiction; (c) have been, at any time, investigated or involved in any investigation (as witnesses or possible subjects or suspects) in relation to any conduct that constitutes a violation of any global anti-corruption law; or (d) are currently the subject of any action, suit, investigation or proceeding in relation to actual or potential violations of any global law against corruption, fraud, or other moral crime, before or by any governmental or non-governmental department, commission, board, office or federal, state or municipal issuing agency.

XXX.7 Anti-corruption training. **[ZUMA ENERGÍA]** may require **[Third Party]** to attend anti-corruption training sessions, and **[Third Party]** agrees to undergo such training at the request of **[ZUMA ENERGÍA]**.

XXX.8 Notification of Request for Undue Payments. **[Third Party]** guarantees and represents that it will immediately notify **[ZUMA ENERGÍA]** if it ever receives a request to take any action that may violate its obligations under this section of the Contract.

XXX.9 Investigation Notification. **[Third Party]** undertakes to inform immediately **[ZUMA ENERGÍA]** if it or any of its directors, officers, employees, representatives or agents becomes the subject of any investigation for corruption or any other unlawful conduct during the term of this Contract, including proposals for meetings, interviews, inspections or audits by any government, regulatory or administrative body.

XXX.10 Cooperation in Research. **[Third Party]** will provide reasonable cooperation in any investigation against corruption carried out by **[ZUMA ENERGÍA]**, including making relevant personnel available for interviews as well as books and records relevant for inspection.

XXX.11 Right to Audit. **[ZUMA ENERGÍA]** will have the right to audit **[Third Party]** to ensure compliance with this Contract and the global anti-corruption laws. The audit can also be carried out by an independent entity at the expense of **[ZUMA ENERGÍA]**.

XXX.12 Annual Certification. **[Third Party]** undertakes to certify annually the compliance with the declarations contained in this section of the Contract.

Exhibit G: Annual certification of the IT ("Intermediary Third Party") or Business Partner ("SC") in relation to anti-corruption compliance

I, the undersigned _____ **[an authorized representative of the IT]** , certify that, in relation to and during the performance of the **[Contract]** between **[IT]** and Zuma Energía, SA de CV, and/or its branch offices and/or subsidiaries ("Zuma Energía"), dated _____, and to any related activity:

1. **[IT]** has complied with and will comply with all applicable anti-corruption laws, including those that make up the National Anti-corruption System.
2. **[IT]** has not requested, accepted, offered or given, and will not solicit, accept, offer or give, directly or indirectly, any bribe, undue compensation or other inappropriate or illegal payment to any person in relation to the contract.
3. **[IT]** has not made any corrupt action to present an offer, payment, promise of payment or authorization of payment of any object of value, directly or indirectly, to a Government Official (as defined in the contract) or to any person with the purpose of:
 - influencing any act or decision of a Government Official or any person in its official capacity;
 - induce the Government Official or any person to do or omit to do something in violation of its legal obligations;
 - get some inappropriate advantage or
 - induce a Government Official or any person to use its position in an inappropriate manner to influence any act or decision of a government or a government agency in any way related to the contract.
4. **[IT]** is not aware of i) any request made by any person, including any Government Official, for any payment of money or any object of value prohibited by condition 2 or 3 of this Certificate or ii) that no other individual or company is doing, offering, paying, promising or authorizing any payment of money or any object of value prohibited by condition 2 or 3 of this Certificate in relation to the contract.
5. All statements contained in Section **[indicate sections related to Anti-corruption]** of the contract are accurate.
6. Since the conclusion of the Contract or the last annual certification, no material change has occurred in the ownership, administration or business lines of **[IT]** .
7. **[IT]** will immediately inform Zuma Energía in writing if it knows of any change in relation to such statements and commitments.

Signature _____

Date _____

Printed name: _____

Exhibit H: Request for donation or off-site improvement

Name of the Zuma Energía employee who requests: _____

Date: _____

Department: _____

Unit: _____

Position:

Phone/ext.: _____

E-mail: _____

Is this donation or off-site improvement for:

- _____ Communities
- _____ A government or agency controlled by the government
- _____ NGO
- _____ Private non-profit entity
- _____ an individual?

1. Which Entity of the Government, NGO, organization or individual is requesting the donation or, where appropriate, the off-site improvement?
2. Indicate the names of all employees of Zuma Energía and/or IT, as applicable, who discussed the requested donation or off-site improvement with any Government Official, representative of an NGO, representative of an organization or beneficiary individual:

3. Indicate the name and position of any Government Official, representative of an NGO, representative of an organization or beneficiary individual with whom you or any other employee of Zuma Energía, SA de CV, or its subsidiaries or affiliates ("Zuma Energía") spoke in relation to the request or the donation or off-site improvement. Indicate which Government Official, representative of an NGO, representative of an organization or individual beneficiary was responsible for making the request:

Name: _____ Position: _____

Name: _____ Position: _____

Name: _____ Position: _____

4. Identify the Government Entity, the NGO, the organization or the individual that will receive the donation or off-site improvement, if different from the entity that made the request: ____.
5. Describe the donation or off-site improvement requested. If it is a donation in kind, indicate the value of the goods and the purpose of the donation. If the request was made for a cash donation, specify the value and purpose of the donation (**please note that only NGOs or authorized non-profit private entities can receive cash donations**).
6. If the donation is in cash, will this value be used as an integral part of a project or will it be invested in administrative and/or operational costs? Indicate the specific percentages and explain each line:
 1. (___%) project costs.
 2. (___%) administrative costs.
 3. (___%) Operational costs.
7. Is there another corporation participating in this project? If the answer is YES, indicate the respective corporation and describe the nature of your participation.
8. If the donation or off-site improvement involves a project already under development, will project progress reports be sent? If the answer is YES, will they be provided on a weekly, monthly or annual basis?
9. What are the existing controls to ensure that the donation or off-site improvement will be used for the purposes specified in this form?
10. Were Government Officials, representatives of NGOs, representatives of the organization or individual beneficiaries, as applicable, informed that the donation or off-site improvement must comply with the Anti-Corruption Program of Zuma Energía and that the donation should it be used to help groups in need or to provide better services to the community? If the answer is NO, explain.
11. Was the Government Official, the representative of the NGO, the representative of the organization or the individual beneficiary, as the case may be, informed that Zuma Energía has the right to audit this donation or off-site improvement? If the answer is NO, explain.
12. Is there any reason to think that the donation or off-site improvement will be used for a purpose other than that indicated in this proposal? If the answer is YES, explain.
13. Is it the intention of this donation or off-site improvement to exercise influence over any Government Official or any third party or to induce actions or omission of an action by the same, or obtain any improper or illegal benefit?
14. Was the Government Official, the representative of the NGO, the representative of the organization or the individual beneficiary who made the request asked about its relationship to any employee of the Company? Explain in case the Government Official, the representative of the NGO, the representative of the organization or the beneficiary individual has such a relationship.

The undersigned certifies that the above information is true and correct and that the donation or off-site improvement requested complies with the Zuma Energía Compliance Program and any other applicable law. I do not have any information that may suggest that the donation will be used for purposes other than those indicated on this form.

Signature: _____

Name of the Zuma Energía employee who makes the request: _____

Date: _____

Exhibit I: Approval Notification

Dear _____ :

I am pleased to inform you that the donation or off-site improvement of _____ was approved by Zuma Energía, SA de CV ("Zuma Energía"). As you know, this donation or off-site improvement was done strictly to [describe the purpose indicated by the Government Entity, the NGO, the organization or the individual] and may not be used for any other purpose. Additionally, this off-site improvement or donation is being made in accordance with the Zuma Energía Anticorruption Program, as with all other applicable laws. Zuma Energía reserves the right to verify at any time if the donation or off-site improvement is being used for the indicated purpose. We must be notified immediately if for any reason the donation or off-site improvement cannot be used for the intended purpose.

Signature of the Director of Compliance of Zuma Energía

Signature: _____

Name: _____

Signature of the CEO of Zuma Energía

Signature: _____

Name: _____

The undersigned _____ **[Name of the Government Official, of the representative of the NGO, of the representative of the organization or of the beneficiary individual and position of the representative of Zuma Energía]** I declare that I have read the above and that I accept to receive the requested donation or off-site improvement subject to the terms described herein.

Signed on this ___ of _____, _____.

Signature: _____

Name of the Officer: _____

Position: _____

[Seal of the Government Entity that receives the donation] : _____

Exhibit J: Reception of Donation or Off-site Improvement

I have received from Zuma Energía, S.A. de C.V. ("Zuma Energía") on behalf of **[Name of the receiving Government Entity, the NGO, the organization or the individual]** the assets or values described below :

[Describe the donated goods, their type, model, quantity, etc .; if the donation was in cash, describe the value received, or the off-site improvement].

I declare that this donation or off-site improvement was made strictly for **[purpose indicated by the Government Entity, the NGO, the organization or the individual]** and may not be used for any other purpose.

Additionally, the donation or off-site improvement is being done in accordance with the Zuma Energía Compliance Program and all applicable anti-corruption laws. I have received a copy of the Company's Compliance Program.

I acknowledge that Zuma Energía has the right to verify at any time if the donation or off-site improvement is being used for the indicated purpose. I also confirm that Zuma Energía must be notified immediately if for any reason the donation or off-site improvement cannot be used for the indicated purpose.

I, the undersigned ____ (name and position of the Government Official, the representative of the NGO, the representative of the organization or the beneficiary individual), declare that I have read the foregoing and that I agree to receive the requested donation or off-site improvement subject to the terms contained herein.

Signed on this _____.

Donation or off-site improvement received on _____, _____.

Signature: _____

Name of the Officer: _____

Position: _____

[Seal of the Government Entity receiving the donation or off-site improvement]: _____