

# **INTERNAL WORK REGULATIONS**

## **CHAPTER I**

### **GENERAL PROVISIONS**

Art. 1.- These Regulations (hereinafter, the "Regulations") contain the rules conducive to promoting and maintaining harmony in the relationships between Engie Energía Perú S.A. (hereinafter, the "Company") and its Workers (hereinafter, the "Workers"). Likewise, they regulate the powers and executive action entrusted to the management personnel to deal with the Company's Workers.

Art. 2.- It is understood that the relationships between the Company and the Workers are based on the principle of good faith and on the full compliance with the obligations contained in the Regulations or in the supplementary rules and in the other internal provisions or regulations established by the Company.

Art. 3.- The Company is responsible for the organization, reorganization, distribution and rationalization of work and the establishment of working hours; the classification and determination of the number of Workers to perform it, and ensuring the validity of human values regarding the work planning and the dignity of its Workers.

Art. 4.- Workers must cooperate with the Company in the compliance with the provisions contained in the Regulations, in the existing supplementary rules or those laid down for their best application, as well as in the relevant labor regulations.

Workers will receive a copy of the Regulations to know their labor rights and obligations. The Regulations apply to any person providing services to the Company.

Art. 5.- The Company has the exclusive right to plan, organize, coordinate, direct, guide and control the activities in each workplace. This right includes, inter alia, the following powers:

- To evaluate and qualify the skills and suitability of the Workers, as well as to appreciate their merits and measure the assigned objectives.
- To decide on promotions, changes and internal or national and international transfers.
- To establish, designate or change duties, obligations and limitations inherent to each job.
- To select and hire personnel.
- To make use of goods, equipment, material, tools and machinery in the manner that is most convenient to the Company.
- To approve, modify and enforce through the respective executives and management, the internal rules, procedures and policies of the Company in application of labor standards, manual of duties, internal documents, memoranda, directives, regulations or others created or to be created.

Art. 6.- The Chief Executive Officer will exercise the highest authority within the Company and, in its absence, may designate the person who will act as the legal representative of the Company.

Art. 7.- The Company is responsible for establishing management and trust positions. Workers holding management and trust positions have the rights and obligations established in the existing labor provisions and the Regulations.

## **CHAPTER II**

### **ADMISSION OF WORKERS**

Art. 8.- The Vice-Presidency of Human Resources and Communications or the General Management of the Company, in coordination with the vice-presidency or management of the Company that requires the new Worker, is in charge of selecting new Workers.

Art. 9.- The Company, in the exercise of its rights, may decide the direct hiring of a Worker or may decide to perform such hiring after an internal or external application process. The hiring will be carried out through any of the forms permitted by law.

Art. 10.- In the process of application, selection, election and admission of personnel, the Company will consider, as deemed appropriate, their suitability, technical and human management capacity, experience and background, the results from the evaluations and selection process documents.

Art. 11.- The Company reserves the right to contrast and verify the statements and documents submitted by the applicants or Workers to verify their veracity. In the event of irregularities, the application will be rejected or, if admitted, the person will be dismissed.

Art. 12.- Every Worker, who provides services to the Company, recognizes and accepts that it is the Company that has the powers of regulation, direction, sanction and administration, which are exercised in accordance with the rules in force, these Regulations and other rules and directives that may be established by the Company in the exercise of its powers.

Art. 13.- The tests and examinations used in the selection process are determined by the Company. The Company will also bear in mind to use tests determined by the current labor legislation.

Art. 14.- The fact of participating in a selection process, taking tests and the like, does not guarantee the hiring; the Company will be the one that qualifies and determines the persons suitable to be hired, as it deems appropriate. These persons will be formally notified to submit the required documentation and the formal admission will be carried out by filling out an entry form as an affidavit for all relevant legal purposes.

Art. 15.- The demands, requirements and documents requested by the Company cannot be questioned by the applicant or the selected person. Any questioning will mean the dismissal of the applicant or selected person.

Art. 16.- The Company has the right to allow internships or visits of applicants to its facilities as part of the selection process, if deemed necessary. This period shall not exceed three months and may be assessed at the discretion of the Company.

Art. 17.- Once the person is hired by the Company, it is the Worker's responsibility to keep its personal data updated, and to communicate any changes whenever necessary to the Vice-Presidency of Human Resources and Communications.

### **CHAPTER III**

#### **WORK PERIOD AND WORK SCHEDULE**

Art. 18.- Workers will carry out their work according to the work periods and schedules established by the Company.

The Company, in compliance with the legally established procedures, may modify, extend or reduce work periods and schedules, establish alternative, cumulative, flexible, compensatory or atypical special work periods and schedules depending on the needs, provided that, on average, the ordinary or maximum work period established by law is complied with, an ordinary work period of a maximum of 48 hours per week.

The time for lunch and refreshment break will be determined and used according to law; the allotted time for such breaks is 45 minutes.

Art. 19.- The attendance control cards or attendance register, for those Workers to whom this applies, shall be signed or stamped by the corresponding Worker. The attendance register is the only evidence that proves the attendance and punctuality of the Worker; therefore, its non-compliance constitutes a labor misconduct and it will be considered absenteeism.

Art. 20.- No Worker may change shift or schedule without the prior consent in writing from the immediate superior in case of temporary and unusual changes. In the case of permanent shift or schedule changes, this change shall be previously approved by the Vice-Presidency of Human Resources and Communications.

Art. 21.- Working hours shall be complied with without minutes of tolerance. In the case of personnel subject to immediate supervision, the accumulation of more than five late arrivals, whether consecutive or not, in a calendar month will constitute a reprimand to such personnel. In the case of 15 late arrivals, whether consecutive or not, within 3 consecutive months, the Company will proceed with the suspension of such personnel.

The Company reserves the right to deduct the late arrivals to the personnel subject to immediate supervision.

Art. 22.- Overtime cannot be done without the prior agreement and express written validation from the immediate superior. The Company will recognize overtime when it has been previously authorized in writing by the immediate superior; otherwise, the Worker will be deemed to remain voluntarily at the workplace and for personal reasons, and the Worker shall comply with the internal rules established by the Company in this regard.

Art. 23.- The mere staying in the workplace or the facilities of the Company, before or after the end of the work period, does not constitute extra work, and therefore, it does not generate any obligation of payment by the Company.

Art. 24.- Workers holding management positions, trust positions not subject to supervision and those not subject to immediate supervision, as well as those who intermittently provide on-call, surveillance or custody services, are excluded from the ordinary work period and the on-the-job rules.

**CHAPTER IV**  
**ATTENDANCE REGISTER**

Art. 25.- Punctuality and attendance are absolutely necessary for the normal and efficient conduct of operations. The Company will require all its Workers to fully comply with attendance at the established workplace and, therefore, to immediately start work at the established time, for which it has the right to make use of the most appropriate control systems and mechanisms.

Art. 26.- The entry and exit time will be determined by the Company and communicated in accordance with the applicable legal regulations.

All Workers must comply with the control and attendance register procedure timely approved by the Company in accordance with the applicable legal regulations. This procedure is duly disseminated by the Company through the computer systems to which all Workers have access, and it may be modified by the Company when deemed appropriate.

Art. 27.- If a Worker alters or causes third parties to alter the control of the attendance register for its own benefit or the benefit of another Worker, such Worker and those Workers involved in the misconduct will be subject to the respective sanction, as this fact is considered lack of integrity or breach of good faith, which constitutes a serious offence punishable by law, and the Company reserves the right to initiate the relevant administrative or legal actions.

Art. 28.- An unjustified absence, either on a normal day of the ordinary work period or on a holiday or rest day on which the Worker must work as part of its shift, or has previously agreed to work that day, will be considered a misconduct subject to the respective disciplinary measure, according to the seriousness of the circumstances.

## **CHAPTER V**

### **ON-THE-JOB RULES: PERMISSIONS, LEAVES AND ABSENCES**

Art. 29.- During the work period, every Worker must stay in the place or area that has been assigned to him/her. The immediate superiors and the Workers themselves are responsible for the compliance with this obligation.

Art. 30.- Permissions and/or compensations are exceptional authorizations granted by the Company in accordance with the internal policies and directives determined by the Vice-Presidency of Human Resources and Communications.

Art. 31.- It is the exclusive competence and decision of the Company whether to grant or not any kind of permissions when it deems appropriate, in accordance with the applicable regulations and the directives or procedures of the Company. The Company is under no obligation to grant permissions during working hours; in that regard, the granting of permissions does not constitute a precedent for future occasions, neither for such particular Worker, nor for the rest of the Workers.

The Company's directives and procedures regarding the granting of permissions, whether justified or not, with or without pay, are available to all Workers through the computer systems to which all Workers have access, and may be modified by the Company if deemed appropriate.

**Leaves WITH PAY:** Leaves granted and paid.

- They must be substantiated and approved by HR.
- The only leaves with pay granted by the Company are the following:

**1. Death of a direct family member** (duly substantiated and verified)

In the event of the death of the Worker's spouse, children, parents or siblings, the Company grants leave with pay in the following cases:

- Five (5) working days when the funeral takes place within the department where the Worker's workplace is located.
- Seven (7) working days when the funeral takes place in a locality other than where the Worker's workplace is located.
- Ten (10) working days when the funeral takes place abroad.

**2. Direct family member with serious or terminal illness or has been in a serious accident** (duly substantiated and verified)

If the Worker has a child, parent, spouse or cohabiting partner diagnosed with a serious or terminal illness, or has been in a life-threatening accident, the leave with pay will be for a maximum of seven (07) working days. The Worker shall inform the Company in writing or via email within forty-eight (48) hours of the occurrence or of having knowledge thereof, attaching the medical certificate signed by the authorized health professional, confirming the serious or terminal condition or the serious risk to life as a result of the accident of the direct family member.

If the Worker needs a leave extension, it will be granted for an additional period of no more than thirty (30) calendar days on account of the Worker's vacation days.

**3. Family emergencies:** Unforeseen, unplanned situations requiring the presence of the Worker, duly substantiated and verified. The leave will be for a maximum of three (3) working days, depending on the case. The Company has the right to verify or request the respective substantiation.

**4. Marriage Leave:** Three (3) consecutive working days.

**5. Birth of a child (paternity leave): Ten (10) working days** and in accordance with the regulations in force, taken between the day of birth and the day of hospital discharge after childbirth.

The leave period in the special cases below is the following:

- a) Twenty (20) consecutive calendar days for premature births and multiple births.
- b) Thirty (30) consecutive calendar days for births with terminal congenital disease or severe disability.
- c) Thirty (30) consecutive calendar days for serious complications in the mother's health.

The leave period is calculated from the date indicated by the Worker between the following alternatives:

In the case of the mothers (maternity leave), the current labor legislation applies. Should the mother die during childbirth or while she is on maternity leave, the father of the born child will be entitled to such leave with pay, thus accumulating leave entitlements.

**6. Union Leave:** A special case of leave with pay is the UNION LEAVE. The Company grants by Collective Agreement fifty-five (55) days in addition to those provided by the Annual Union Leave Act in total to the union organization, to be used by any member of its Board of Directors, which are granted taking into account the needs and requirements of the Plants operation. The annual union leave of thirty (30) days granted by law only applies to the Secretary General, Secretary of Defense, Secretary of Organization and Assistant Secretary General. Leave days that are not used in one year are not cumulative and cannot be carried over to the following year.

Art. 32.- When the Worker requests a leave and such request does not meet the required conditions, it will be denied by the Company. If the Worker, despite the rejection of the request, does not show up for work at the established time, it will be considered unjustified absenteeism subject to the corresponding sanction.

Art. 33.- Sick leave to receive medical care in a hospital, EsSalud or in a similar private institution will be granted only for the time that is effectively necessary and duly substantiated.

Art. 34.- It is considered a disciplinary misconduct to request a leave for certain purposes and not to comply with them by using the leave for other matters. The Company has the right to require the Worker to provide evidence to substantiate the reasons for which the leave has been requested.

Art. 35.- The Worker who does not return to work at the end of the leave period granted by the Company will be subject to deductions for the time that the Worker was absent from work and will be subject to the respective sanction. Likewise, the Worker who without justification exceeds the maximum leave period will be subject to the corresponding disciplinary measures.

Art. 36.- In all cases, the Company reserves the right to verify the facts stated as justified absences.

Art. 37.- Absences from work can only be justified when they are due to illness or serious events beyond the Worker's control. In such cases, the Worker who has been absent shall inform the Company of the reason for the absence and, subsequently, provide proof that justifies such absence to be able to go back to work without being subject to any disciplinary sanctions; otherwise the Company will proportionally deduct the time absent from work from his remuneration and impose the corresponding sanction. The Company has the right to accept or reject the justification provided by the Worker. The Company will make the corresponding procedure available to the Workers, and it could be modified when the Company deems it appropriate.

Art. 38.- The absences from work or non-attendance can be:

1. Justified: Those absences or non-attendance of personnel considered reasonable by the Company for the reasons given by the Worker.
2. Unjustified: Those absences for which the Worker does not give the required justification or the Company rejects the justification provided by the Worker as insufficient.

Unjustified absences or non-attendance of a Worker can lead to disciplinary sanctions and the proportional deduction from his/her remuneration, in accordance with the existing labor legislation and the Regulations; likewise, such absences or non-attendance will be added to the Worker's personal record and will be taken into account for future work promotions. Any non-attendance must immediately be communicated in writing to the Human Resources department by the immediate superior of the Worker who incurred in such conduct under his/her responsibility.

Art. 39.- Unjustified absences for more than three consecutive days, more than five non-consecutive days within a period of thirty calendar days or more than fifteen days within a period of one hundred and eighty calendar days, whether or not disciplinary actions have been taken, constitute the cause of serious misconduct, which constitutes sufficient cause for termination of the employment relationship by justified dismissal in accordance with the applicable legislation.

Art. 40.- Any non-attendance due to medical reasons must be justified by the respective medical certificate.

Likewise, the Company has the right to send a doctor to the Worker's home address to justify the non-attendance for medical reasons. The certification of such doctor is sufficient for the purposes of finding such non-attendance justified or not.

Art. 41.- The Worker who leaves the workplace before the end of the work period without the corresponding authorization will be subject to disciplinary sanctions for job abandonment, deducting from his/her remuneration the time missing for completing his/her work period and the proportional part of the remuneration for the weekly rest day in accordance with the law.

Art. 42.- The Worker who provides false information alleging a non-existent illness in order not to go to work, not to comply with the schedule, or after having informed of his/her absence due to illness cannot be located at the place indicated by him/her, will be subject to the corresponding sanctions.

## **CHAPTER VI**

### **WEEKLY REST, HOLIDAYS AND VACATION LEAVE**

Art. 43.- Every Worker has the right to weekly paid rest in accordance with the applicable legislation, both for typical work periods in which the rest starts once the week has been completed and for atypical hours in which rest is determined based on the number of days worked and according to Law.

Art. 44.- The weekly rest day will be determined according to the system operating in the management, headquarters, superintendence, section, department, division or plant where the Worker provides services.

Art. 45.- The Workers who meet the requirements required by law are entitled to an annual paid vacation leave. Legal vacation leave is 30 calendar days.

The vacation leave must be taken in the course of the following year in which the right was acquired and within eleven months after the date on which the respective vacation record was met. The date for taking the annual vacation leave is set by agreement between the Worker and the Company. In the absence of agreement, the authorized representative of the Company will decide, exercising its directive power, when the Worker will effectively take his/her vacation leave.

Vacation days are calculated from the day following the Worker's last day of work until the day before the first day of return to work.

Art. 46.- Vice-presidents, managers, heads of division and heads of department are required under their responsibility to communicate the vacation list as well as any change thereof to the Vice-presidency of Human Resources and Communications.

Art. 47.- Vacation leave will be paid to the Worker before the start of the physical rest.

Art. 48.- Workers who wish to take time off on account of vacation days shall comply with the requirements established by the labor regulations to make effective the vacation leave and be governed by the supplementary provisions established by the Company for this case.

Art. 49.- Holidays shall be paid with the applicable remuneration as established by the current labor legislation. The remuneration of holidays is included in the Workers' monthly remuneration.

## **CHAPTER VII**

### **PLACE, DATE, AND TIME FOR PAYMENT OF REMUNERATION/PAYMENT RECEIPT**

Art. 50.- Workers' remuneration will be paid once a month, on the day that the Company establishes according to its internal rules and the Law.

If the day of payment falls on a Saturday, Sunday or holiday, the payment will be made on the working day before the respective date.

Remuneration can be paid until 24:00 of the day of payment established by the Company.

Art. 51.- The Worker is required to sign all documents or receipts requested by the Company as proof of receipt of payment or similar, either physically or electronically.

Art. 52.- In case of claims related to the payment of remunerations, these must be submitted to the Vice-Presidency of Human Resources and Communications.

## **CHAPTER VIII**

### **OBLIGATIONS AND RIGHTS OF THE COMPANY**

Art. 53.- The Company has the following obligations:

- a) To treat the Worker correctly and with respect.
- b) To define the tasks for each position and function.
- c) To comply with and enforce all the rules, policies, procedures and internal regulations.
- d) To provide the tools that, in the Company's view, are necessary for the efficient performance of the different tasks.
- e) To replace the provided tools in case of normal wear.
- f) To comply with the existing labor regulations and the established payment dates.
- g) Not to arbitrarily discriminate against Workers based on religion, political opinion, sex, race or other reasons.
- h) To ensure moral conduct where sexual harassment and other dishonest acts that affect the Workers' dignity are not allowed.
- i) To maintain and promote mutual respect in relationships avoiding any kind of violent acts.
- j) To inform all Workers about the security systems that the Company or its departments have.
- k) To comply with the existing labor provisions, these Regulations, the collective agreements in force, and any other provision issued or to be issued by the Company.

Art. 54.- The managers, by promoting respect and adherence to the Company's principles, are responsible for every inherent aspect of their duties, the occupational health and safety, and the attitude and behavior of the Workers under their responsibility. The managers have the following obligations to their Workers:

- a) To enforce the plans, programs, policies, and procedures established by the Company.
- b) To supervise that every Worker complies with the entrusted duties and tasks.
- c) To train the personnel on their specific duties, encouraging initiative, filling gaps, and promoting cooperation.
- d) To focus on the improvement and training of the Workers.
- e) To maintain discipline among Workers, provide solutions to individual problems that may arise on the job, and act wisely and calmly in cases of complaint or emergency situations.
- f) To listen and evaluate Workers' proposals to improve work efficiency and human relations.
- g) To make Workers comply with these Regulations, any other provision issued by the Company and the provisions of the law.
- h) To comply with other obligations that the Company may establish.

Art. 55.- The managers have the following obligations to the Company:

- a) To promote the constant development of the Company through a committed and efficient management.
- b) To comply with the established plans, programs, policies, and procedures.
- c) To comply with the instructions received from higher authorities.
- d) To immediately inform the relevant authorities of the reasons that prevent the compliance with the plans, programs, policies or procedures, as well as of abnormal situations and the performance of any Worker.
- e) To inform the relevant authorities of any suggestion to improve the service, security measures, plans, procedures or programs established by the Company.
- f) Other obligations established by law, in the Regulations or any other established by the Company.

Art. 56.- The Company has the right to manage and direct its activities which, with regard to its Workers, include in particular the following duties:

- a) To establish and modify the contents and responsibilities of the different job profiles, eliminate job positions, create new ones, and determine the organization and operation of The Company, as appropriate.
- b) To assign Workers their job profiles and assess their performance.
- c) To make use of its goods, equipment and facilities in the most convenient manner.
- d) To approve and enforce through its management personnel and other institutional hierarchy the general and specific instructions provided for its Workers.
- e) To provide compensation and impose disciplinary sanctions, if applicable, based on the performance of every Worker.
- f) To determine remuneration, grant non-remunerative items according to law, and other income corresponding to its Workers, to be paid according to the method determined by the Company, whatever their origin. The non-remunerative items that may be granted by the Company, in accordance with the powers of the institutions, are subject to the provisions of the law, the situations and conditions that generate them and those that are related to the main event according to their legal nature.
- g) To decide the introduction and application of new systems, policies, procedures and programs, creating or eliminating job positions, and changing personnel considered necessary for their implementation.
- h) To schedule, establish, modify and eliminate work periods, schedules and shifts and determine the tasks and the number of Workers required, in accordance with the procedures established by the legal system.
- i) To direct, organize, manage, control and modify the productive activity and the provision of services of the Workers at all levels, areas and aspects, indicating the methods, procedures, plans, programs, systems, techniques and labor standards that may be varied in whole or in part according to internal or market needs, according to the advances of technology and science.
- j) To establish, modify and eliminate working conditions.
- k) Any other rights established in the Regulations, in any other provision issued by the Company, and those which by law fall within its competence as employer.
- l) To select and hire personnel.
- m) To evaluate personnel.
- n) To propose and apply new working methods.
- o) To transfer or change Workers to other offices (national or international).
- p) To determine urgent tasks and the time to execute them.
- q) To determine, coordinate and guide the Workers' roles and services, based on their interests and objectives.
- r) To make temporary or permanent changes to the working schedule in accordance with the existing labor legislation.
- s) All those other powers relating to managerial, administrative and disciplinary capacity recognized by the legislation in force. In that regard, it is understood that the list of powers of the Company included in these Regulations is not restrictive but merely illustrative.

## **CHAPTER IX**

### **RIGHTS, OBLIGATIONS AND PROHIBITIONS OF THE WORKER**

Art. 57.- Workers have the following rights:

- a) That the Company respects and complies with the Workers' legal rights.
- b) That the Company's representatives treat all Workers with respect.
- c) To request due attention to their suggestions, provided that they are reasonable, possible and justified, and a response to their claims and/or complaints, whether favorable or not, according to the procedures established by the Company for such purposes.
- d) To request the Company to provide, according to its resources and the needs determined by the Company, the environment, equipment and materials required for carrying out their duties.
- e) That the Company complies with the payment of remuneration and other labor rights on the agreed dates or on the dates established by the law.
- f) Not to be affected in their dignity by acts contrary to morality and respect due to the confidential nature of the submitted personal information, in accordance with the policies and guidelines set out in these Regulations, the existing legal rules and the culture of work disseminated by the Company.

Art. 58.- Workers have the following obligations:

- a) To comply with the submission of data and documents requested by the Company, as well as of personal data to keep the personnel database updated.
- b) To comply with the assigned tasks with honesty and goodwill.
- c) To comply with orders and directives, created or to be created, issued by their superiors.
- d) To keep absolute discretion and confidentiality regarding the information, goods, procedures, formulas, knowledge, strategies, administrative matters, know-how, agreements and other communications that the Company have and the Worker knows. This commitment is valid and enforceable even if the Worker ceases to be part of the Company for any cause or reason, and should this rule be contravened, the Company may initiate the corresponding legal action for the damages incurred.
- e) To preserve and take care of the Company's goods.
- f) To comply with the established schedule.
- g) To undergo preventive examinations and health check-ups determined by the Company.
- h) To communicate the Company within a maximum of 48 hours any changes in personal data (marital status, birth of children, change of address, any other related change).
- i) To undergo the evaluations determined by the Company, and provide any document requested by the Company.
- j) To sign and comply with the rules or regulations delivered or communicated by the Company.
- k) To resolve or respond diligently any requirement requested by the Company.
- l) To respect their coworkers, superiors, community members, customers, and the Company's suppliers.
- m) To abide by, comply with and respect all regulations created or to be created, manuals, directives, directives sent by email or in print, memoranda, and related ones.
- n) To be loyal to the Company and its objectives within and outside the workplace.
- o) To comply with oral or written instructions given by the managers, and carry out the work diligently and efficiently in the manner, time and place agreed.
- p) To ensure good conduct and act in a spirit of faithful collaboration to maintain order and discipline. Consequently, in the Company's premises and during the work period, any behavior that disturbs the necessary tranquility that must reign in the workplace is prohibited.

- q) To keep absolute discretion and confidentiality regarding technical secrets and information, the Company's services or anything confidential in their custody, whatever the way of becoming aware of them. Professional secrecy extends beyond the ordinary work period and the actual period or duration of the employment relationship.
- r) Not to infringe morals and customs of society or the good image of the Company or that of their coworkers.
- s) To maintain in good condition the furniture, equipment, tools, utensils, uniforms, documents or any other implements that the Company would have provided for the correct development of the work, irrespective of the deterioration caused by normal wear.
- t) To carry the ID card (*fotocheck*) provided by the Company while onsite.
- u) To strictly comply with the Regulations and the labor provisions of Social Security, Safety and Hygiene, those relating to Occupational Risks and Occupational Diseases that the Company issues, and all the other applicable administrative provisions.
- v) To immediately report to their superiors any damage, irregularity or anomaly in the facilities, equipment, utensils, tools or any implements under their responsibility.
- w) The Workers who, in the performance of their duties, are in charge of handling funds or securities, are particularly required to follow the procedures and be accountable in the manner determined by the Company. Likewise, all Workers must comply with the inspections ordered by the Company regarding items the Worker brings to work, such as packages, bags, briefcases, etc., both when entering and leaving the workplace, or as many times as it is required, by the security personnel or the one appointed by the Company.
- x) When, for any reason, a Worker is discharged from the service of the Company, the Worker is required to return the identity documents provided by the Company as well as any kind of equipment, tools, utensils and accessories supplied to carry out his/her work; otherwise, the Worker shall pay their value. Moreover, the Worker must maintain complete confidentiality regarding the Company's information to which the Worker would have had access because of the work carried out.
- y) To take part in the training programs determined by the Company.
- z) To participate in the meetings or appointments set by the Company.
- aa) To undergo health, physical or toxicological exams as required by law or determined by the Company.
- bb) To comply with the provisions in the Regulations, all the provisions contained in labor standards and other sources of labor obligations.

Art. 59.- Workers are prohibited from the following:

- a) To leave the workplace during the work period without justified cause or permission of the Company obtained through the procedures indicated in the Regulations and regulated by the policies and procedures issued by the Company and/or any other provision issued by the same.
- b) To use tools, computers, machines, telephones, fax, internet, e-mail, vehicles, supplies, materials and other goods or utensils supplied by the Company for purposes other than those for which they are normally intended or for the benefit of persons other than themselves or outside working hours.
- c) To start, promote or participate in political or religious discussions and make any kind of propaganda, distribute flyers, any type of printed material in the workplace during the work period or that may distract, hinder or impede the development of their work.
- d) To carry weapons of any kind or caliber during the performance of work, unless they are required for the provision of services and with the express authorization of the Company.
- e) To perform on the Company's premises any activity that is detrimental to the provision of services, discipline, health or safety of the personnel, the maintenance of the workplace and its facilities, or that in any way adversely affects the Company.
- f) To take advantage of their position to obtain any kind of personal benefit, steal, read, disclose or use for their own or third party's benefit the funds or securities entrusted to their

custody or supervision, confidential documents and allow the theft or misuse thereof, either inside or outside the Company.

- g) To alter books, records, vouchers, correspondence or any other document of the Company.
- h) To come to work under the influence of alcohol, under the influence of some drug, stimulant, or giving signs of having ingested it or even worse ingest it while inside the Company.
- i) To take from the workplace any kind of material owned by the Company without the express authorization. If by any reason the Worker must enter the workplace after working hours, the Worker must have permission from his/her immediate superior and such permission must be communicated to the Security area.
- j) To provide false or inaccurate information, alter, modify, falsify or destroy documents, equipment, tools, utensils or any work implement.
- k) To register the attendance of another Worker or ask another Worker to register their attendance. To disrespect colleagues or superiors, use rude language in the workplace or at meetings organized by the Company, disrespect members of the Company, third parties, customers, visitors, community members or the surveillance personnel.
- l) To make statements or introduce themselves on behalf of the Company before any government authority, means of communication or any other entity, without proper authorization.
- m) To smoke in public areas of the Company, in restrooms or any other place where smoking is prohibited by the Company.
- n) Not to wear uniform when carrying out tasks, display improper behavior in public, affecting the image of the Company.
- o) To sell the clothes delivered by the Company. If the Worker ignores this chapter, he/she will be subject the sanctions determined by the Company.
- p) All those other acts contained in these Regulations, the provisions issued by the Company and the applicable legal regulations.

## **CHAPTER X**

### **STANDARDS TO PROMOTE AND MAINTAIN HARMONY BETWEEN WORKERS AND EMPLOYERS**

Art. 60.- It is a Company's rule to promote and maintain the harmony among its Workers at every level. Maintaining harmony at work is both an objective and a responsibility that applies to all Workers of the Company.

Art. 61.- Harmony in working relationships is based on mutual respect among the Workers, due consideration for their human condition, and permanent interest in their welfare. The Company will require courtesy and good faith among its Workers.

Art. 62.- The Worker must understand and bear in mind that there can only be harmony where there is respect and consideration for the rights of others, and that by not committing misconducts and complying with all his/her work obligations, avoids being sanctioned and deserves the recognition of his/her managers and coworkers.

## **CHAPTER XI**

### **OCCUPATIONAL SAFETY AND HYGIENE**

Art. 63.- The Company will adopt and implement in the workplace all safety and hygiene measures it deems appropriate as well as those established by the labor law and the electrical subsector to protect the life, the health and the physical integrity of all its Workers.

Art. 64.- During daily work, every Worker is required to protect himself/herself and his/her coworkers against all kinds of accidents or contingencies by complying with the guidelines set forth in these Regulations, the Occupational Health and Safety Regulations of the Company, and any other provision issued by the Company and the respective regulations.

Art. 65.- In addition to the obligations that may be indicated in other rules or regulations, each Worker has the following obligations regarding occupational health, safety and hygiene:

- a) Not to distract another Worker in a way that can expose him/her to an accident.
- b) To take all precautions to prevent fire by any means, especially in places where there are flammable substances or materials.
- c) To be aware of safety notices and comply with the established instructions and rules.
- d) To inform the immediate superior of any unsafe or dangerous workplace or working condition to avoid any injuries or damages to coworkers. Likewise, the Worker shall provide assistance at any time when is needed, when due to an accident or imminent risk within the premises the personal integrity or interests of the Company or those of his/her coworkers are in jeopardy.
- e) Not to leave tools or any other material in places that may cause an accident.
- f) To use the safety and protection implements provided by the Company to avoid risks and accidents, depending on the type of job, such as: masks, goggles, respirator, ear plugs, helmets, gloves, etc.
- g) To participate in training sessions and drills organized by the Company on its own initiative or in coordination with Civil Defense, to prepare for disasters, earthquakes, fires, floods or other similar events.
- h) To wear the uniforms delivered by the Company.
- i) Not to go to work after having been ill or injured without the hospital discharge letter.
- j) Not to remove the protective elements of the machines, but only when authorized by the corresponding manager due to special circumstances.
- k) Not to get on or off vehicles while they are running.
- l) Not to operate vehicles or mechanical equipment of the Company without the express authorization from the corresponding immediate superior.
- m) To read and comply with all safety notices and signs. Signs indicating that men are working on machinery, equipment, etc., may only be removed by authorized persons.
- n) To take into account any measure that contributes to preserving occupational safety, health and hygiene in the workplace.
- o) To undergo medical examinations determined by the Company or the applicable legislation.
- p) Any other established in these regulations, in any other internal provision or legal rules.

Art. 66.- The Worker must notify his/her immediate superior of any work accident as soon as it occurs, however minor it may be. The superior must provide the relevant measures and immediately report the occurrence to the Vice-Presidency of Human Resources and Communications and the Occupational Health and Safety department.

Art. 67.- Workers are required to comply with safety and hygiene standards and with relevant recommendations to use any machinery or work equipment.

Any Worker who fails to comply with these safety and hygiene requirements will be subject to the corresponding sanction.

Art. 68.- The Company may order at any time the preventive measures it deems necessary to protect the health of its Workers and prevent the spread or contagion of diseases, and at the same time request advice from the Ministry of Labor and Employment Promotion, EsSalud or the Ministry of Health will be requested, depending on the case.

Moreover, the Company may determine the conduct of medical examinations as it deems appropriate and as required by the applicable law.

## **CHAPTER XII**

### **DISCIPLINARY MEASURES AND APPLICATION**

Art. 69.- The labor discipline is based on mutual respect and reciprocal consideration among the Workers, as well as fair and dignified treatment as people. By virtue of the aforementioned principles -harmony, as well as rules of performance and conduct- the Workers shall comply with all the rules governing the workplace. Any breach of these provisions is sanctioned in accordance with the pertinent provisions, such as the Regulations, any other provisions established by the Company and applicable legal regulations.

Art. 70.- The disciplinary measures shall be applied with cause and the measure shall be proportionate to the severity of the case and shall prevent its recurrence. During the investigation, the Worker is obliged to provide the required facilities.

The sanctions are applied taking into consideration the following criteria:

- a) They must be appropriate, timely and bear relation to the nature and severity of the misconduct and consider the surrounding circumstances.
- b) To determine the sanction, the Company may take into consideration the history of the Worker, his/personal file and the severity of the misconduct.
- c) Any other considerations deemed convenient by the Company.

Art. 71.- In accordance with the severity of the Workers' misconduct, the Company may apply the following sanctions:

- a) Verbal reprimand.
- b) Written reprimand.
- c) Suspension from work for one or more days.
- d) Dismissal.

The order of the above-listed sanctions is not the order of precedence that shall necessarily be followed. Sanctions shall be applied according to the nature of the misconduct and the severity it implies. The regulation for the application of the disciplinary measures is contained in the internal procedure, available for the personnel in the internal IT network. The Company may amend this procedure as it deems pertinent.

Art. 72.- The suspension of work will always be imposed without pay.

Art. 73.- Dismissal is the definitive termination of employment between the Worker of the Company according to law. The Company may terminate the Employment Contract without incurring in any responsibility for the reasons set out in the Regulation, in any other provisions issued by the Company and/or in any pertinent legal regulations.

Art. 74.- The misconducts of disciplinary nature subject to sanctions, including dismissal, where applicable, include:

- a) Failure to uphold the commitments or failure to adhere to the principles and values of the Company.
- b) Failure to follow the guidelines of the regulations or Codes that may be established by the Company, including, but not limited to, the Ethics Charter, the Practical Guide of Ethics, the Conflicts of Interest Prevention Policy and/or the Internal Rules of Conduct.
- c) Failure to respect or behave in a way that adversely affects superiors, peers, clients, the reputation of the Company, its services and/or third parties.
- d) Offend or assault peers or superiors.

- e) Commit acts contrary to moral and good customs.
- f) Disclose confidential information from the area of the Company.
- g) Issue opinions on behalf of the Company without authorization. Unwillingness or refusal to follow the instructions of the superior.
- h) Refuse to let security personnel to check bags, cars or personal or Company items.
- i) Failure to perform with the work requested by the superiors.
- j) Infringe the internal security rules, procedures, policies, memorandums or other.
- k) Failure to comply with these regulations.
- l) For personnel under immediate supervision, failure to record attendance, the end of the workday, the start and end of lunch hours; record the attendance, the end of the workday or the return from lunch of another Worker.
- m) Negligence or inefficiency in the work or misconduct that imply a danger for third parties, facilities and/or Company property.
- n) Failure to show up for work without justification.
- o) Perform unauthorized personal work at the workplace and/or during the workday or request authorized leave to perform works or tasks that was not the purpose of the leave.
- p) Damage due to negligence or misuse the tools, implements, utensils or equipment of the Company, peers or any third-party related to the operations of the Company.
- q) Refuse to perform a reasonable task requested by any hierarchical superior.
- r) Waste materials and other items provided for the requested tasks.
- s) Misuse vehicles, equipment, materials, tools or machineries and other goods and services of the Company.
- t) Sleep during working hours.
- u) Leave the workstation without waiting for the corresponding relief and, where applicable, without having received the corresponding authorization.
- v) Request personnel to perform personal works that are not in the interest of the Company during working hours.
- w) Consume or foster the use of alcoholic beverages or drugs during working hours. Bring alcoholic beverages or drugs into the workplace.
- x) Show up for work in evident state of intoxication or under the influence of alcohol or drugs.
- y) Fake an illness or accident.
- z) Sexually harass all Workers, clients, suppliers, community members or any third party related to the operations conducted by the Company.
- aa) Distribute postings, through any means, that bear no relation with the Company's interests, inside its property and/or during working hours.
- bb) Undermine through any means the internal discipline or the principle of authority.
- cc) Submission of fraudulent documents or information at the start of during employment.
- dd) Use goods or services of the Company for personal purposes or through them provide facilities to third parties for any purpose not related to the operations of the Company.
- ee) Failure to respect or be dishonest with peers, hierarchical superiors or the Company.
- ff) Any other breach or non-compliance with these Regulations, any other provision issued by the Company and the labor regulations in force and effect.
- gg) In general, any act against the goods of the Company or other Workers or any other third party related to the operations of the Company affecting the policy or good relations that shall regulate labor performance.
- hh) Any act that, according to the Company, qualifies as a misconduct, even if it is not established in these Regulations or in any other document issued by the Company.

Art. 75.- To exercise its disciplinary authority, the Company will proceed as established in the Regulations and all other applicable sources of labor law.

Art. 76.- The Worker is obliged to sign a copy of the document whereby he/she is informed of the disciplinary sanction applied, as acknowledgement of receipt; the person responsible for submitting such document and ensuring that the Worker signs it is his/her immediate superior, under liability.

Such copies will be filed in his/her personal file and, where appropriate, may be submitted to Ministry of Labor and Employment Promotion.

The Worker who refuses to sign the acknowledgement of receipt will incur in a misconduct, without prejudice to the use of notarial channels by the Company to furnish the document to the Workers, either at the workplace or at his/her place of residence.

Art. 77.- In case of the same misconduct is committed by several Workers, the Company may impose several sanctions to each Worker, based on the personal file of each Worker and other contributing circumstances.

## **CHAPTER XIII**

### **TERMINATION OF THE EMPLOYMENT CONTRACT**

Art. 78.- Employment is terminated for the reasons stipulated in applicable laws.

Art. 79. – In case of resignation or voluntary termination, the Worker shall give prompt notice to his/her immediate superior with thirty (30) calendar days in advance or within the timeframe stipulated in the current labor laws, whichever is longer. The superior shall promptly notify the Vice-President of Human Resources and Communications accordingly.

The Vice-President of Human Resources and Communications, in coordination with the respective manager and/or head, may waive this period at his/her discretion or at the request of the Worker. In the latter case, the request is understood as being accepted if it is not rejected in writing within three (3) days by the Vice-President of Human Resources and Communications.

Art. 80.- The Vice-President of Human Resources and Communications prepares the corresponding settlement and collects the pertinent certificates to certify the absence of outstanding obligations by the Worker to the Company. The Company may determine the procedure to be followed in case of terminations and will make it available to Workers.

Upon ceasing to render services for the Company, the Worker is obliged to return all Company-owned items and hand over the roles and necessary means for the replacement to adequately provide services, for which the immediate superior shall issue the respective handover certificate.

## **CHAPTER XIV**

### **MEASURES AGAINST SEXUAL HARASSMENT**

Art. 81.- Sexual harassment is form of violence that is perpetrated through a conduct of a sexual or sexist nature that is unwelcomed or unwanted by the person against whom it is directed. It may create an intimidating, hostile or humiliating working environment for the recipient or it may affect the working, training or other situation of the recipient, but such consequences are not necessarily required. The express refusal of the targeted person of the repetitiveness of the conduct are not required to be evidenced. Repetitiveness may be considered as an evidentiary element.

In view of the foregoing, Company Workers are obliged to maintain a decent conduct that does not affect the internal order or good customs, and shall show, as a consequence, good treatment, respect and collaboration to other workers and third parties in general.

Art. 82.- Maintaining harmony at the workplace is the competence of all members of the Company and is based on mutual respect and recognition of other people's rights and compliance with own obligations.

Art. 83.- The Company is committed to preventing, avoiding and sanctioning actions that may be considered sexual harassment in work relations.

Art. 84.- Sexual harassment will be understood as any of the following behaviors:

- a) Implied or express promise to the victim of preferential or beneficial treatment with respect to his or her current or future situation in exchange for sexual favors.
- b) Threats implicitly or explicitly demanding unwanted conduct from the victim that violates or offends his/her dignity or exert pressure or intimidation with the purpose of receiving sexual attention or favors, or to meet or go out with the victim.
- c) Use of terms of a sexual nature or connotation (written or verbal), sexual insinuations, sexual propositions, obscene gestures that are unbearable, hostile, humiliating or offensive to the victim, such as: messages with sexual content, indecent exposure with sexual and offensive content, obscene teasing, questions, jokes or compliments of sexual content; discussions with sexual terms, repeated lewd looks with sexual content, phone calls with sexual content, repeated propositions to date someone who has rejected such propositions, comments with sexual content or about the sexual life of the harassed person, repeatedly showing drawings, graffiti, pictures, magazines, calendars with sexual content; and other acts of similar nature.
- d) Body advances, rubbing, touching or other physical behavior of a sexual nature that are offensive and unwanted by the victim, such as rubbing, leaning, cornering, kissing, hugging, pinching, patting, intentionally blocking, and other behaviors of similar nature.
- e) Offensive or hostile treatment for rejection of the above-listed behaviors.

Art. 85.- The above list is merely for illustration purposes, any similar situation or action shall also be understood as being prohibited.

Art. 86.- To prevent these acts of sexual harassment, the Company has established a Sexual Harassment Prevention and Punishment Policy and the Protocol to address sexual harassment cases, which are governed by the principles of confidentiality, impartiality, efficacy and reserve.

Art. 87.- The Company Workers have the following obligations:

- a) They shall not engage in acts of sexual harassment with respect to the employees, suppliers, clients, community or other Company employees.
- b) All forms of harassment based on the grounds of race, skin color, sex, religion, place of origin, nationality, age, disability or handicap. Additionally, any other act deemed inappropriate at a workplace is prohibited.
- c) The Company will not tolerate sexual harassment at the workplace. Workers in breach of this policy will be applied the corresponding sanctions.

Art. 88.- Some examples of behaviors prohibited by the Company include:

- a) Mockery, insults, caricature or graffiti related to their race or ethnic origin of people.
- b) Sexually related comments, epithets, pictures, caricatures, gestures or graffiti.
- c) Mockery based on the actual or alleged sexual orientation of an individual.
- d) The repetitive use of degrading or defamatory comment regarding the individual traits of a person.
- e) Repeated use of blasphemy or offensive or intimidating behavior, such as yelling or throwing objects.
- f) Threats or acts of violence.
- g) Repeated sexual flirting not reciprocated or unnecessary fondling.
- h) Requisition for sexual favors in exchange for concrete actions conditioning employment or performance assessments.
- i) Any other similar behavior of sexual origin or connotation.

Art. 89.- If any Worker is a victim of sexual harassment at the workplace or witnesses an incident of sexual harassment, he/she shall report it promptly to the Vice-President of Human Resources and Communications or to the Prevention Committee to proceed to investigate the facts and start the necessary actions to process the complaint.

Art. 90.- The immediate superior is the first Head of Human Resources for his/her direct reports and has direct responsibility to preserve the harmony in his/her area of responsibility and promote among his/her reports the dedication, integration, institutional identification, positive attitude and spirit of improvement.

## **CHAPTER XV**

### **PROTECTION OF PERSONNEL WITH HIV OR AIDS**

Art. 91.- The Company undertakes to implement prevention programs to provide updated information to workers on HIV means of transmission; clear myths existing around HIV and AIDS; and explain how to prevent HIV infection, the medical aspects of the disease and the different possibilities for care, support and treatment.

Art. 92.- The Company undertakes to establish prevention measures and sanctions for any act of discrimination against people who are actually or allegedly HIV positive. In this regard, any worker who believes himself to be the victim of any discriminatory behavior for being infected with HIV or affected by AIDS, may file a report with the Vice-President of Human Resources and Communications of the Company.

Art. 93.- The Company undertakes to provide additional information to the workers who so request it, in which case coordination will be established with the Vice-President of Human Resources and Communications.

Art. 94.- For hiring new employees, the Company will only take into consideration the professional qualification and education, and the fitness for work of candidates. Being infected with HIV or affected by AIDS do not constitute, by themselves, unfitness for work; consequently, the Company cannot require the HIV test or presentation of this test when hiring workers, during employment or as a requirement to continue in the job.

Art. 95.- Workers are not obliged to inform the Company about their health condition or HIV or AIDS positive status. Termination of a worker for his/her HIV positive status is invalid, as well as any act under the labor relationship based on this condition,

Art. 96.- Workers have the right to confidentiality of their Personal File / Occupational Clinical Record, especially the documents related to their health condition and status. To ensure the autonomy of the will of workers and the confidentiality of HIV tests and results thereof, these cannot be performed by the Company or any company economically related to it.

Art. 97.- Workers who have informed the Company being infected by HIV or affected by AIDS have the right:

- a) To be considered and treated by the Company as any worker with a chronically or complex disease.
- b) To be provided adequate treatment by the Company and cooperate with them to obtain the best possible assistance.
- c) To be provided reasonable work options by the Company when their fitness or work capacity are affected.
- d) To receive economic allowances provided by the health social security; and
- e) To be provided the corresponding facilities by the Company to receive care and medical and psychological treatment, where appropriate.

In general terms, the Company will adopt measures to ensure support and assistance to workers infected by HIV or affected by AIDS.

Art. 98.- Workers who have informed the Company being infected with HIV or affected by AIDS, and are not fit to provide the service they were hired to do, and who have received for the maximum period permitted by law the economic allowances provided by the health social security, will be deemed permanently and completely disabled, in which case, after declaration to the competent authority, the provisions set forth in the labor laws in force and effect shall apply.

Art. 99.- The Company is prohibited from terminating the employment of workers for their HIV or AIDS positive status. By express statutory mandate, the dismissal of a works who is HIV or AIDS positive is invalid and may be sanctioned with the reinstatement of the worker in his/her position.

Art. 100.- The Company is prohibited from quarantining workers who declare to be infected by HIV or affected by AIDS as there is no risk of infection due to occasional contact.

Art. 101.- The Company is prohibited from requesting HIV screen tests to workers as a condition to renew their respective employment contracts.

Art. 102.- In all aspects of the business activity and the workplace, the Company will make all necessary efforts to ensure support and assistance to workers affected or infected as a result of HIV or AIDS.

The Company undertakes to the workers who acquire this disease to provide them with the necessary facilities to process the corresponding disability pension before the Social Security Office or the Pension Fund Manager.

## **CHAPTER XVI**

### **PROTECTION TO PERSONNEL WITH TUBERCULOSIS**

Art. 103.- In order to provide a healthy and safety work environment, the Company undertakes to provide information and education about the transmission of tuberculosis through training of all workers. Additionally, through the Occupational Health and Safety Management, the Company will implement adequate environmental measures to prevent tuberculosis.

The Company will provide assistance and support to workers who are diagnosed with tuberculosis, adopting measures to ensure they receive health care services they have the right to receive, and will guarantee the confidentiality of the diagnosis.

Art. 104.- The Worker affected by any clinical form of tuberculosis has the right not to be discriminated at work and/or admitted into the hospital.

The complaints for discrimination and hostile acts will be directed through the Vice-President of Human Resources and Communications, following the procedure below:

- a) The Worker will file his/her claim in writing to the Vice-President of Human Resources and Communications.
- b) The Vice-President of Human Resources and Communication will address and investigate the case and will resolve the claims for the discriminatory acts to cease.
- c) If the discriminatory act is confirmed according to the severity of the facts, the responsible workers will be sanctioned as stipulated by labor laws in force and effect.

Art. 105.- The worker who, upon starting his/her duties, becomes aware that he/she has been affected by tuberculosis, shall report the Company of his/her diagnosis in order to have access to the corresponding rights and benefits as provided for in the Regulation of Law No. 30287, Law for Prevention and Control of Tuberculosis in Peru, approved by Supreme Decree No. 021-2016-SA.

After being informed of the diagnosis, the Company will keep the necessary confidentiality and discretion.

Art. 106.- The worker affected by tuberculosis will have the right to receive supervised treatment at the health establishment closest to his/her home or workplace.

Provided that the attending physician authorized it, the Worker will be able to work at the workplace using a mask and following the infection control measures defined by the health personnel.

Art. 107.- The Company will provide the necessary facilities for the worker affected with tuberculosis to take medical leave and receive the treatment prescribed by his/her attending physician for adequate recovery to return to the workplace.

Art. 108.- At the end of the medical leave, the worker affected by tuberculosis shall request his/her attending physician a report of his/her health status, which shall certify that he/she is no longer contagious and cannot infect other and indicate the time remaining to complete treatment.

Art. 109- The Worker will return to his/her day-to-day activities with the same remuneration and all other labor rights that he had before. The Worker may be reassigned to a different job, without affecting his/her labor rights, provided that he/she submits a recommendation from his/her attending physician that his/her current health condition makes it impossible to continue in the same position.

Art. 110.- The Company ensures an adequate work climate for the personnel affected with tuberculosis. To such effect, it will sanction all discriminatory conduct that may be exhibited by workers towards a worker affected by tuberculosis.

For a conduct to be qualified as a discriminatory act as a consequence of this disease, it shall be a distinction, exclusion and/or preference substantiated in such condition seeking to nullify equal opportunities or treatment. The discriminatory acts may be committed by any Company worker whatever his/her hierarchical level. The severity of the discriminatory acts will be evaluated based on the level of psychological or organic impact on the worker. Such severity shall also take into consideration whether the conduct is recurring or not or whether two or more discriminatory acts occur simultaneously.

Art. 111.- The Company will adopt measures to ensure support and assistance to its workers infected with tuberculosis. If any of the workers get infected with the disease and, as a result thereof, is qualified to obtain a disability pension, the Company undertakes to make the pertinent formalities to recognize the right of the Worker to receive a pension from the ONP or AFP, as appropriate.

Art. 112.- Workers with Tuberculosis have the right:

- To continue working as long as they are fit to perform their duties. The Company cannot dismiss the infected or supposedly infected Worker due to his/her condition or perform any act on these grounds. All actions of this nature shall be rendered null and void.
- Not to be discriminated at the workplace.
- To request a reassignment of duties if necessary for recovery, after a medical evaluation.
- To be given permit to receive supervised treatment and the corresponding medical leave.
- If after treatment is completed, the Worker has after-effects or disability, he/she will have the right to be relocated to a different work area that does not compromise his/her health, without it affecting his/her labor rights.
- To confidentiality, discretion and protection of their personal data, including their disease.

Art. 113.- The Workers infected with Tuberculosis have the following obligations:

- Inform the employer of their diagnosis to have access to the rights and benefits under the law and those established in these regulations.
- Use a mask everywhere (including at the workplace) and comply with the infection control measures defined by the health personnel while the patient remains with positive bacteriology.
- Comply with the medical prescriptions and medical leaves issued as a result of the disease.

Art. 114.- The dismissal of the Worker due to his/her condition of being infected with tuberculosis is null and void.

## **CHAPTER XVII**

### **GUIDELINES FOR THE USE OF THE LACTATION ROOM**

Art. 115.- The Vice-President of Human Resources and Communications is responsible for supervising the operation and adequate usage of the lactation room.

Art. 116.- Each direct supervisor will provide facilities to the nursing mother, whatever her labor condition, to use the lactation room until her child is 12 months old.

Art. 117.- Users of the lactation room may use it for a maximum of one hour per day and shall communicate to their direct supervisor that they will use the lactation room before leaving her workstation.

Art. 118.- The area assigned to the lactation room will only be used for milk expression and storage).

Art. 119.- The lactation room will be available at all times for all mothers providing services or working in the Company during the administrative hours of the institution.

Art. 120.- Users of the lactation room shall sign the "Record of Lactation Room Users" every time they use it.

Art. 121.- Users of the lactation room shall respect the personal equipment or materials for milk expression and storage from other users.

Art. 122.- Users of the lactation room shall comply with the provisions that the Company establishes through the procedures or directives for correct usage of the lactation room.

## **CHAPTER XVIII**

### **COLLECTIVE WORK RELATIONS**

Art. 123.- The Company acknowledges that Workers have the right of free unionization and without authorization, for the study, development, protection and defense of their rights and interests and the social, economic and moral improvement of its members always within a framework of dialogue and mutual respect.

Art. 124.- The Company will not condition the admission or permanence of a Worker to the affiliation, disaffiliation, or obligate him/her to join a union, or prevent him/her to join.

Art. 125.- At the request of the unions and with written authorization of the unionized Worker, the Company will deduct from the remunerations the legal, ordinary and extraordinary, union dues. A similar obligation is applicable regarding the contributions for the incorporation and promotion of cooperatives formed by unionized Workers.

Art. 126.- The Company will only negotiate with the union or authorized representative of the Workers, at the level they both decide. In the absence of an agreement, the Company will negotiate at the company level.

Art. 127.- The collective work convention is binding for the parties who adopt it; it binds them, to the people in whose name it was executed and to those it is applicable to, as well as to the Workers who join the Company at a later date, except for those who fill management positions or trust positions.

Art.128.- Whenever the activities performed by the Company are classified as “essential services”, for instance in case of strike or suspension of works, performance of indispensable activities shall be guaranteed, and therefore the Workers in conflict shall ensure the permanence of the necessary personnel to prevent total interruption and ensure continuity of the services and activities requiring it.

Art.129.- The Company will communicate to its Workers or union organizations representing it and to the Labor Authority the number and occupation of the necessary Workers to maintain essential services, the working hours and shifts they shall work, as well as the frequency for the respective replacements.

Art.130.- The purpose of the aforementioned communication is for Workers or union representing them to comply with providing the respective payroll when a strike occurs. The Workers that without justification cease to provide services will be sanctioned as required by law.



## **CHAPTER XIX**

### **REQUESTS AND CLAIMS AND HOW TO RESOLVE THEM**

Art. 131.- The Workers can make verbal or written requests and claims, addressing them to their direct supervisor or to the area manager. In case of legal labor issues, they shall address them to the Vice-President of Human Resources and Communication, following the policies and procedures established by the Company and, where appropriate, the procedure established by labor laws.

## **CHAPTER XX**

### **PROHIBITION TO SMOKE IN THE WORKPLACE**

Art. 132º.- Pursuant to the statutory provisions in force and effect, smoking inside the company premises is prohibited, this includes all rooms and/or work areas, as well as in the places used by workers to perform their duties, e.g., hallways, restrooms, dining areas, halls, conference rooms, customer service areas, parking areas, etc., and in general in all facilities under the control or occupancy of the company. Company vehicles are also deemed workplaces.

Art. 133º.- The Company will be in charge of the corresponding no smoking signs at its facilities.

Art. 134º.- The Company will provide to all workers information related to the health consequences for smoking.

Art. 135º.- Any worker who becomes aware of a breach of the no smoking prohibition shall promptly report it to the person responsible for Occupational Health and Safety of the site and to Human Resources to adopt the respective corrective and disciplinary measures.

## **CHAPTER XXI**

### **FINAL PROVISIONS**

Art. 136.- Any matter not provided for in these Regulations will be covered by other provision that the Company may deem convenient pursuant to the provisions set forth by labor laws.

Art. 137.- All amendments or modifications to these Regulations shall be previously furnished to the Ministry of Labor and Employment Promotion for approval.

Art. 138.- If, at any time, the Company waives its right to exercise any of its powers in connection with a specific event, or ceases to exercise a specific right contemplated in the legal regulations in force or in these Regulations, such behavior will not be deemed a permanent waiver to assert the same right or any other contemplated in the aforementioned rules or in these Internal Regulations.

Art. 139.- All Company Workers shall be fully aware of the contents of these Regulations and commit to comply with it without reservation or limitation within the framework of labor laws in force and effect; consequently, partial or total unawareness cannot be invoked to justify non-compliance or non-observance, as the rules are of mandatory compliance.

Art. 140.- The Regulations shall come into full effect upon submission to the corresponding administrative authority.

Lima, March 06, 2020.

