

Statement of Ethics, Compliance and Application of Standards of the System of Self-Control and Integral Risk Management of Money Laundering, Financing of Terrorism and Financing of the Proliferation of Weapons of Mass Destruction (SAGRILAFT) and of the Transparency and Business Ethics Program (PTEE)

In compliance with the provisions of the Code of Ethics and Conduct, the SAGRILAFT, and the PTEE of GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA, and subject to the sanctions established in the Criminal Code, applicable laws, external circulars issued by the DIAN (National Tax and Customs Directorate), external circulars issued by the Superintendence of Companies, and other relevant regulations, I declare under oath the following:

1. I declare that I am aware that GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA has a Code of Ethics and Conduct that sets forth the values, competencies, and principles that guide the company.
2. I undertake not to carry out any actions in the name of or on behalf of GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA that may result in inaccurate or inadequate records or information regarding assets, liabilities, or any other transaction, or that may violate the principles established in the Code of Ethics and Conduct of GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA and/or any national law.
3. I will exercise all reasonable diligence to prevent any action that may result in a conflict with the best interests of GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA.
4. I undertake to report any conduct that violates the Code of Ethics and Conduct through the following channels provided by GENERAL DE EQUIPOS DE COLOMBIA SA GECOLSA:
 - Email: etica_cumplimiento@gecolsa.com.co
 - Telephone: 018000910102 o 018000919920 option 6 (available on business days from 8:00 AM to 6:00 PM)
 - Web form: <https://gecolsa.com/maquinaria/etica-y-cumplimiento/>These channels are managed by an independent third party to ensure confidentiality and anonymity.
5. I declare that the funds of the legal entity I represent, as well as the funds committed for the execution of the contract or legal agreement with GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA, originate from lawful business activities, as described in Section III (Origin of Funds/Financial Information). These funds are linked to the normal course of business and do not originate from any illicit activity as defined by Colombian law, including, but not limited to, money laundering, terrorism financing, financing of the proliferation of weapons of mass destruction (FPADM), corruption, transnational bribery, or related crimes.
6. I declare that neither I nor the legal entity I represent have engaged in or participated in any illicit activities, such as drug trafficking, human trafficking, money laundering, terrorism financing, financing of the proliferation of weapons of mass destruction (FPADM), corruption, transnational bribery, or related crimes.
7. In the execution of the contract or legal agreement with GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA, I will not engage or have any relationship with third parties that conduct operations or possess funds derived from illicit activities that violate Colombian law, including, but not limited to, money laundering, terrorism financing, financing of the proliferation of weapons of mass destruction (FPADM), corruption, transnational bribery, or related crimes.
8. I declare that neither I, nor the legal entity I represent, nor its shareholders, partners, legal representatives, administrators, beneficial owners, or members of the Board of Directors, are included on any restricted lists of individuals or entities associated with terrorist organizations under Colombian law (Article 20 of Law 1121 of 2006) or international law, including, but not limited to, United Nations Security Council Resolutions 1267 (1999), 1373 (2001), 1718 (2006), 1737 (2006), 1988 (2011), 1989 (2011), and 2178 (2014), as well as lists issued by the United States, the European Union, the United Nations, and the Office of Foreign Assets Control (OFAC). I understand that GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA may conduct any necessary verifications and may unilaterally terminate any commercial or legal relationship if it is determined that I or any associated individual is included on such lists.
9. I acknowledge and accept that GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA has a legal obligation to request information, documentation, and clarifications if there are any concerns about my operations, the operations of the legal entity I represent, or the origin of our funds or assets. I agree to provide any requested information, documentation, and clarifications. If GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA deems this information unsatisfactory, it may unilaterally terminate any commercial or legal relationship and seek compensation for any damages incurred.
10. I declare that the legal entity I represent complies with all applicable laws and regulations regarding the prevention and control of money laundering, terrorism financing, financing of the proliferation of weapons of mass destruction (LA/FT/FPADM), corruption, transnational bribery, and related crimes. This includes implementing the necessary policies, procedures, and control mechanisms.

11. I declare that there are no criminal investigations or proceedings against me, the legal entity I represent, its shareholders, partners, legal representatives, administrators, beneficial owners, or members of the Board of Directors for any criminal offenses. I understand that GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA may conduct verifications using national or international public databases and may unilaterally terminate any commercial or legal relationship if it finds information that poses a legal, operational, reputational, or contagion risk.
12. If I become aware of any of the circumstances described above, I undertake to inform GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA immediately. GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA may conduct verifications and may unilaterally terminate any commercial or legal relationship if it determines that such information poses a risk.
13. I declare that no other natural or legal person has any illegitimate interest in the contract or legal agreement that motivates this declaration.
14. By signing this document, I, on behalf of myself and the legal entity I represent, provide informed consent and authorize GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA to report any of the situations described in this document to national authorities in Colombia or any other country where GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA operates. This includes reporting any activity that violates Colombian laws related to money laundering, terrorism financing, financing of the proliferation of weapons of mass destruction (FPADM), corruption, transnational bribery, or related crimes. I authorize GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA to provide all necessary personal, public, private, or semi-private information about myself and the legal entity I represent to the relevant authorities. I also authorize GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA to file any reports it deems necessary in accordance with its SAGRILAF and PTEE programs, and I release GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA from any liability for such reporting.
15. I understand and agree that all payments made by the legal entity I represent to GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA will be made directly using our own funds. GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA will not accept payments from third parties without prior authorization. If such a payment occurs, GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA may unilaterally terminate any commercial or legal relationship, report the incident to the relevant authorities, and take any appropriate measures.
16. I declare that all documentation and information provided here and for the execution of the contract or legal agreement with GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA is true and accurate. GENERAL DE EQUIPOS DE COLOMBIA S.A. GECOLSA may conduct any necessary verifications and may unilaterally terminate any commercial or legal relationship and seek compensation for any damages incurred as a result of inaccurate information.

DEFINITIONS

1. **VIRTUAL ASSET:** A digital representation of value that can be digitally traded or transferred and can be used for payments or investments. Virtual assets do not include digital representations of fiat currency, securities, and other financial instruments already covered by the FATF Recommendations. Fiat currency is understood as currency that is legal tender.
2. **CLOSE ASSOCIATES:** Legal entities with PEPs as administrators, shareholders, controlling parties, or managers, or those that have established autonomous estates or trusts for the benefit of PEPs, or with whom business relationships are maintained. Due diligence must be applied to such entities in accordance with current regulations.
3. **BENEFICIAL OWNER:** The natural person(s) who ultimately owns or controls, directly or indirectly, a client and/or the natural person on whose behalf a transaction is carried out. It also includes the person(s) who exercise effective and/or ultimate control, directly or indirectly, over a legal entity or any other structure without legal personality. The following are considered beneficial owners of a legal entity: a. A natural person who, acting individually or jointly, directly or indirectly holds five percent (5%) or more of the capital or voting rights of the legal entity, and/or benefits from five percent (5%) or more of the assets, yields, or profits of the legal entity. b. A natural person who, acting individually or jointly, exercises control over the legal entity by any means other than those described in the preceding paragraph. c. If no natural person can be identified under the preceding paragraphs, the natural person holding the position of legal representative must be identified, unless there is another natural person with greater authority in the management or direction of the legal entity.

In the case of a trust agreement, an unincorporated structure, or a similar legal structure, the following natural persons are considered beneficial owners: i. Trustor(s), settlor(s), constituent(s), or similar. ii.

Trustee(s) or similar. iii. Trust committee, finance committee, or similar. iv. Beneficiary(ies) or conditional beneficiary(ies). v. Any other natural person exercising effective and/or ultimate control, or who has the right to enjoy and/or dispose of the assets, benefits, results, or profits. vi. If a legal entity holds any of the five (5) positions listed above, the beneficial owner is the natural person who is the beneficial owner of that legal entity.

4. **PEP (POLITICALLY EXPOSED PERSON):** Public officials in any national or territorial public administration who, in their positions, have the following responsibilities: issuance of rules or regulations; general management; formulation of institutional policies; adoption of plans, programs, and projects; direct management of state assets, funds, or securities; administration of justice or administrative sanctioning powers; and individuals in charge of managing resources in political movements or parties. These functions may be exercised through expenditure authorization, public procurement, investment project management, payments, settlements, and administration of movable and immovable property. PEPs include, but are not limited to, the individuals listed in Article 2 of Decree 830 of July 26, 2021, as well as PEPs of international organizations and foreign PEPs.
5. **PEPs OF INTERNATIONAL ORGANIZATIONS:** Natural persons who hold management positions in international organizations, such as the United Nations, the Organization for Economic Co-operation and Development, the United Nations Children's Fund (UNICEF), and the Organization of American States (e.g., directors, deputy directors, board members, or any person holding an equivalent position).
6. **FOREIGN PEP:** Natural persons holding prominent public functions in another country, particularly: (i) heads of state, heads of government, ministers, deputy ministers, or secretaries of state; (ii) congressmen or parliamentarians; (iii) members of supreme courts, constitutional courts, or other high judicial bodies whose decisions are not subject to appeal except in exceptional circumstances; (iv) members of courts or boards of central banks; (v) ambassadors; (vi) chargés d'affaires; (vii) high-ranking military officers; (viii) members of administrative, management, or supervisory bodies of state-owned enterprises; (ix) members of reigning royal families; (x) prominent leaders of political parties or movements; and (xi) legal representatives, directors, deputy directors, senior management, and board members of international organizations.
7. **DURATION OF PEP STATUS:** PEP status is maintained during the term of office and for two (2) years after the resignation, dismissal, or termination of the appointment or contract.