YARA INDUSTRIAL COLOMBIA S.A.S.
TRANSPARENCY AND BUSINESS ETHICS PROGRAM (PTEE)

PART I: GENERAL

1. YARA COMMITMENT STATEMENT

In development of its policy of zero tolerance towards corruption and bribery, Yara Industrial Colombia S.A.S. ("Yara" or the "Company") is committed to fully complying with the regulations aimed at combating and preventing Corruption and Transnational Bribery ("C/ST"), contemplated in Laws 1474 of 2011, 1778 of 2016 and 2195 of 2022, External Circular 100-000011 of August 9, 2021, which adds Chapter XIII of the Basic Legal Circular of the Superintendence of Corporations, the rules that modify or complement them, as well as in all international agreements signed by Colombia, including the Inter-American Convention against Corruption of the Organization of American States of 1997, the 2005 United Nations Convention against Corruption (UNCAC), and the 2012 Organization for Economic Co-operation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. In addition, the Company also undertakes to comply with the anti-bribery provisions of the *U.S. Foreign Corrupt Practice Act (FCPA),* the *UK Bribery Act 2010,* the European Union and the Kingdom of Norway rules on the prevention of corruption, all of which are applicable to Yara to the extent that the foreign companies that make up the Yara Group are subject to such rules.

In compliance with the aforementioned commitments, Yara, through an external advisor with the participation of the Compliance Officer, updated its assessment and diagnosis of the Corruption and Transnational Bribery Risk Factors ("C/ST Risks") within the Company, taking into account risk factors associated with the geographical area in which it operates. the economic sectors in which it participates, the third parties with which it interacts, and the types of contracts it enters into, in order to detect the main sources of risk and design and implement the relevant mechanisms to prevent, control and sanction its occurrence.

As a result of the update of the risk assessment described, Yara has implemented adjustments to its transparency program, hereinafter referred to as the Transparency and Business Ethics Program (the "Program" or "PTEE"), which is described herein.

The Program has adopted and systematized principles, policies, procedures and, above all, the highest corporate ethical standards that guarantee compliance with the Anti-Corruption Provisions. All of the above, through the management of C/ST Risks derived from (i) the different regions and countries in which Yara carries out its economic activity, either directly, or through affiliates or third parties, (ii) the economic sectors in which it develops its economic activity, (iii) the performance of commercial operations through intermediaries, (iv) the persons and entities, private or public, with whom it interacts in the exercise of its commercial activity, and (v)

those persons with whom it carries out national and international business or commercial transactions.

This Program aims to guide all Associates, Directors, Employees, Contractors and Business Partners, and other third parties linked in any way to Yara, so that their behavior and performance, due to their relationship with the Company, conforms and complies with the global values of transparency, honesty, loyalty, integrity and legality in terms of prevention and punishment of Acts of Corruption and Transnational Bribery.

In accordance with the Anti-Corruption Provisions, it should be noted that the implementation and effective compliance of the Program by its recipients, also aims to protect and defend the Company and all persons linked to it in investigations by any competent authority. To this extent, all those linked to Yara must be aware of the benefits that compliance with this Program brings with it, and consequently, the advantages of mitigating C/ST Risks.

In addition to this PTEE, Yara currently has a robust and comprehensive compliance system that is composed of Compliance Policies for specific issues that complement what is stipulated herein, and that must be taken into account to fully comply with the principles and procedures described below. In this sense, this PTEE has been designed taking into account the special particularities of the Company, without prejudice to the fact that the application of these policies and procedures must be articulated with the Compliance Policies of Yara International ASA.

By virtue of the above, the PTEE is constituted as a mandatory document for all those linked to Yara; therefore, non-compliance with the Program will be interpreted and considered as a lack of commitment to Yara and the standards it professes, and will give rise to the consequences described throughout it.

2. DEFINITIONS

The following defined terms are used throughout this document:

2.1. ***Acts of Corruption***: These are all behaviors aimed at a benefit or interest in an entity benefiting, or seeking a benefit or interest, or being used as a means in the commission of crimes against the public administration or public property or in the commission of Transnational Bribery conduct.

2.2. ***Associates***: are those natural or legal persons who have made a contribution in money, work or other valuable assets in money to Yara Industrial Colombia S.A.S. in exchange for shares or any other form of participation in the capital of Yara Industrial Colombia S.A.S.

2.3. ***Compliance Audits***: is the systematic, critical and periodic review of the PTEE.

2.4. ***Yara Code of Conduct***: is the Code of Conduct adopted by Yara International ASA and included in this PTEE by the Company.

2.5. ***Company or Yara:*** Stands for Yara Industrial Colombia S.A.S.

2.6. ***Contractors and Business Partners:*** Understood as any person with whom Yara has a contract other than the employment contract, such as: contract for the provision of services, supply, work, and intermediation. This concept includes customers, suppliers, intermediary agents, customs agents, attorneys-in-fact, etc.

2.7. ***C/ST:*** stands for Transnational Corruption and Bribery.

2.8. ***DDI:*** is the integrity due diligence procedure described in this PTEE and which has been implemented by the Company to perform a Due Diligence with respect to potential and existing Contractors and Business Partners; this DDI procedure includes specific procedures for monitoring and control of risks of C/ST of Yara Industrial Colombia S.A.S.

2.9. ***Due Diligence***: Refers to the prior and periodic review that must be carried out on the legal, accounting and financial aspects related to a national or international Business or Transaction, whose purpose is to assess the integrity of the same, and identify and evaluate the Corruption Risks or Transnational Bribery Risks that may arise from the business, transaction or third party, and which may affect Yara and the Contractors and Business Partners. The Due Diligence procedures of other Compliance Policies adopted by Yara must be harmonized and complemented with these measures.

2.10. ***Ethics and Compliance Department:*** Refers to the ethics and compliance department of the Company and its parent company.

2.11. ***Directors:*** The Legal Representatives or Administrators of Yara.

2.12. ***Anti-Corruption Provisions***: These are (i) Laws 1474 of 2011, 1778 of 2016, 2195 of 2022, and those that modify or complement them; (ii) External Circular 100-000011 of August 9, 2021, which adds Chapter XIII of the Basic Circular issued by the Superintendence of Corporations, and those that modify or complement them; (iii) the Norwegian Penal Code; (iv) the international treaties signed by Colombia, including the Inter-American Convention against Corruption of the Organization of American States of 1997, the United Nations Convention against Corruption (UNCAC) of 2005, and the Convention of the Organization for Economic Cooperation and Development (OECD) to Combat Bribery of Foreign Public Officials in International Business Transactions of 2012; (v) the *Foreign Corrupt Practice Act (FCPA)* of the United States; (vi) the *UK Bribery Act 2010* of the United Kingdom; and (vii) the Council of Europe's Criminal Law Convention on Corruption.

2.13. ***Employee:*** is the individual who is obliged to provide a personal service under an employment relationship or provision of services to the Company or to any of its subordinates.

2.14. ***Risk Events***: are the situations or events potentially constituting Acts of Corruption or Transnational Bribery that could take place in the Company or in the conduct of its business.

2.15. ***Risk Factors:*** are the possible elements or causes generating C/ST Risk for the Company.

2.16. ***Impact***: is the degree of consequence that could be generated by the materialization of a C/ST Risk.

2.17. ***Joint Venture***: A contractual business that is carried out between two or more parties.

2.18. ***Offshore Jurisdiction***: Offshore jurisdictions are territories in which authorities may have a limited view for tax or other reasons.

2.19. ***Confidential Ethics Line:*** This is the whistleblowing channel provided for and established by Yara, described in paragraph 5 of this Code, through which the

Company any misconduct that may constitute an Act of Corruption of its Employees and Contractors and Business Partners.

2.20. ***Restrictive Lists***: These are lists that list people and companies that, according to the agency that publishes them, may be linked to illegal or criminal activities, such as the lists of the United Nations Security Council, OFAC, INTERPOL, National Police, etc.

2.21. ***Lobbying***: The legal process of influencing public and government policies, actions, or decisions of government officials at all levels.

2.22. ***Risk Matrix:*** is the tool attached to this document that allows the Company to identify the Corruption Risks and the Transnational Bribery Risks to which it may be exposed.

2.23. ***International Business or Transactions:*** International business or transaction is understood as business or transactions of any nature with foreign natural or legal persons under public or private law.

2.24. ***Compliance Officer***: This is the natural person appointed by the Company's Shareholders' Meeting to lead, apply and administer this Program. The same individual may, if so decided by the competent bodies of Yara, assume functions in relation to other risk management systems within the Company. This person will perform the functions of Compliance Officer for the purposes of Chapter XIII of the Basic Legal Circular of the Superintendence of Corporations.

2.25. ***Facilitation Payments***: are payments in cash or in kind, for the timely performance of a routine action. These are actions that the recipient is required to take and may include document processing and permitting issuance. The payment is of a nominal value related to the local economy, in accordance with and not limited to the provisions of the Yara Code of Conduct.

2.26. ***Politically Exposed Person (PEP):*** corresponds to the definition established in Article 2 of Decree 830 of 2021.

2.27. ***Compliance Policies***: Refers to this PTEE, and to all compliance policies applicable to Yara, including, but not limited to, the SAGRILAFT manual and the policies listed in the "table of policies and procedures applicable to Yara Industrial Colombia S.A.S. that is part of this PTEE, as well as the guidelines established by the Company and the law on the matter.

2.28. ***Probability***: is the possibility in terms of opportunity that a Risk Event will occur.

2.29. ***Transparency and Business Ethics Program*** or ***PTEE:*** Refers to the program of Yara Industrial Colombia S.A.S. for the prevention of corruption and transnational bribery, whose guidelines and procedures are established in this Manual.

2.30. ***Pulse***: means Yara's platform on which you can view Compliance Policies and guidelines for reporting violations or suspicious conduct, to which all Employees have access.

2.31. ***Internal Work Regulations***: means the internal work regulations of Yara Industrial Colombia S.A.S.

2.32. ***Inherent Risk***: It is the C/ST Risk that the Company is faced by the mere fact of exercising its corporate purpose, given the activities, characteristics, customers, markets, products and jurisdictions where it operates, without taking into account any policy, procedure or control that has already been established for its mitigation.

2.33. ***Residual Risk***: the resulting C/ST Risk to which the Company is finally exposed, after designing and implementing anti-corruption policies and controls.

2.34. ***Corruption Risks:*** it is the possibility that, by action or omission, the purposes of the public administration are diverted or the public patrimony is affected towards a private benefit.

2.35. ***Transnational Bribery Risks or ST Risk:*** is the possibility that a legal person, directly or indirectly, gives, offers or promises to a Foreign Public Servant sums of money, objects of pecuniary value or any benefit or utility in exchange for said

public servant performs, omits or delays any act related to his or her functions and in relation to an International Business or Transaction.

2.36. ***Public Servant***: Public Servants are the members of public corporations, employees and workers of the State and its territorially decentralized entities and by services. Public servants are also members of the security forces, individuals who exercise public functions on a permanent or temporary basis, officials and workers of the Bank of the Republic, members of the National Citizens' Commission for the Fight against Corruption and persons who administer fiscal and/or parafiscal resources. For Yara, Public Servants are also considered to be any natural person employed by, or acting on behalf of, a national, regional or local government, or an entity owned or controlled by the Government; employees or agents of international public organizations and political parties, officials of political parties and candidates for public office; and any other person acting in his or her official capacity for or on behalf of a governmental agency or entity, including legislative, administrative or judicial posts, and members of the military and police forces.

2.37. ***Foreign Public Servant***: has the meaning established in paragraph 1 of Article 2 of Law 1778 of 2016.

2.38. ***Transnational Bribery or TS***: is the conduct established in Article 2 of Law 1778 of 2016.

3. STAGES OF THE PTEE

3.1 Identification.

The Company, through external advisors, carried out a review and diagnosis exercise of the C/ST Risks to which it is exposed in accordance with its Risk Factors, applying the C/ST Risk management methodology described in the Risk Matrix annexed to this PTEE.

Through this exercise, it was possible to identify the C/ST Risk Events of Yara Industrial Colombia S.A.S. in its operation, taking into account the geographical areas in which it operates, its counterparts (customers, suppliers, contractors, intermediaries, consultants, etc.), the types of contract it executes, its Employees, external events and the economic sector in which it develops its corporate purpose. The results of this exercise are reflected in the Risk Matrix.

This exercise will be conducted again when the Company enters new markets or offers

new products or services.

3.2 Measurement

Once the risks were identified according to the Risk Factors, the exercise of measuring them as Inherent Risk based on Impact and Probability was carried out, according to the valuation methodology and expert criteria known as the Delphi method.

The measurement exercise also involved the initial evaluation of the main existing controls and their effectiveness; the Company will implement a procedure to evaluate the effectiveness of the controls applied, as well as propose improvements and complementation to them, in such a way that it is possible to determine the initial Residual Risk and future changes in said Residual Risk based on the attributes of the controls and their effectiveness.

The results of this organizational and risk analysis have been reflected in the Risk Matrix, which is annexed to this PTEE.

3.3 Control and Monitoring

The Company and its Compliance Officer will periodically (annually) monitor the effectiveness of the PTEE and its procedures and policies in managing C/ST Risks, in order to make corresponding updates. To this end, they may carry out, among others, the following activities: surveys of Employees or Contractors and Business Partners, review of regulatory climates or legal reforms in the jurisdictions where they operate, the periodic performance of Compliance Audits, analysis of management data of the main processes such as conflicts of interest, gifts and hospitality, guidance, Facilitation Payment statements, and analysis of trends and root causes of Ethics and Compliance investigations. Compliance Audits will be carried out internally by the Finance and/or Controlling departments based on the "PTEE Compliance Audit Checklist" incorporated to this Manual, produced and updated on an annual basis by external expert advisors, as well as based on the Internal Audit Procedure prepared for the Latin American region, document YMS0-1801718624-1464, through which the bases are laid for the performance of audits of this Program, adapting said procedure to the realities of the Company as appropriate.

4. GUIDING PRINCIPLES FOR COMBATING CORRUPTION

The following principles are rules of conduct that guide all those linked to Yara and therefore regulate the entire Transparency and Business Ethics Program; in the events in which there is a situation that has not been totally or partially expressly regulated by this PTEE, those linked to Yara will guide their behavior in accordance with these principles, and in no case will they transgress them:

4.1. Yara has zero tolerance for any form of corruption, including, without limitation, Acts of Corruption. Therefore, it does not allow, condone, justify, or promote any form of

corruption, whether public or private, nor does it consider that there is any justification for failing to comply with the ethical values of the Company, nor the values and duties that Public Servants and Foreign Public Servants promised to comply with in the performance of their functions, nor those that are the basis of commercial relations between economic agents.

4.2. Yara's Associates and Directors are committed to the fight against Acts of Corruption. The Directors guarantee the sufficiency of economic, technological and personnel resources for the proper functioning of the Program.

4.3. Yara has implemented Due Diligence measures (including the DDI) to be applied by the Company in accordance with the highest international standards and thereby intends to create mechanisms for the prevention, detection, control and reporting of Acts of Corruption.

4.4. Yara has delegated functions to its main administrative bodies, related to the implementation and compliance of this document. However, all Employees have a general duty to protect the Company from Acts of Corruption. Each employee is required to see and abide by the guidelines set forth in this PTEE as an unbreakable rule of conduct.

4.5. Yara demands reciprocity and collaboration from its associates and business partners in the fight against Acts of Corruption. Thus, it requires its Employees to meet the highest ethical standards so that under no circumstances do they deviate their conduct from the guidelines of this Program. Vis-à-vis its Contractors and Business Partners, the Business Partner Code of Conduct and the E&C (Responsible Business Conduct) Clauses that form part of our contracts, are binding and set forth the strict (obligations) and reasonable expectations that Yara sets for the conduct of its Contractors and Business Partners in terms of ethics and compliance, including prevention of national and transnational bribery, human rights, among others (see the Items of the Code of Conduct for Business Partners). Yara requires that the Contractors and Business Partners, from their jurisdiction and independently, adhere to the principles and values that the Company preaches and that they contribute to the fight against Acts of Corruption, and in any case, the contracts entered into will impose the obligation to comply with the measures of this PTEE and Yara's Code of Conduct for Business Partners. which reflects the principles and duties contained in this PTEE.

4.6. All actions of Yara's employees before any Public Servant or Foreign Public Servant and Employees are governed by the Compliance Policies, Colombian laws and the relevant regulations of each country where Yara has a presence, especially the Norwegian regulations on the prevention of corruption, as well as the Anti-Corruption Provisions. Any failure to comply with the Program is taken seriously by Yara, and may result in disciplinary and legal actions and sanctions.

4.7. Yara is committed to training all its Employees to prevent, detect, analyze, and

report Acts of Corruption, and consequently, Yara Employees, in addition to complying with the Program, the Compliance Policies and the Anti-Corruption Provisions, will be guided by common sense and objective criteria when analyzing the situations that arise.

4.8. Yara has provided and established the necessary, adequate and confidential mechanisms to allow its Employees and Contractors and Business Partners to report and report potential or present violations of the Program and the Compliance Policies. The Business Partner Code of Conduct and the Yara website include the respective reporting channels.

4.9. Yara will never solicit, authorize or tolerate any Contractor or Business Partner making Facilitation Payments to Public Servants or Foreign Public Servants or private employees, much less, to make them on behalf of Yara. These payments are expressly prohibited, and in any case, the contracts entered into will impose this prohibition in accordance with this Program.

4.10. Yara will maintain strict controls on compliance with the Program. To this end, the Compliance Officer may carry out continuous risk assessments and Compliance Audits on the effectiveness of the measures and compliance with them. The Compliance Officer will have sufficient autonomy to request changes and adjustments to the Program from the Directors.

4.11. Any act tending to facilitate or configure Acts of Corruption is considered by Yara as a dishonest and prohibited practice. Employees who engage in these behaviors will be sanctioned in accordance with Yara's Internal Work Regulations and Disciplinary Directive globally, including dismissal with just cause. Similarly, Contractors and Business Partners who engage in these conducts will be subject to the application of contractual clauses on penalties and unilateral termination for facilitating or configuring Acts of Corruption.

4.12. As a company, Yara can be prosecuted for violations of the law, even if no one is punished for the crime. Other consequences for Yara can include liability, loss of business, and damage to its reputation. Persons who engage in acts of corruption may be exposed to civil and criminal liability.

4.13. Every Yara Employee has the right and responsibility to obtain guidance on these matters if necessary, and their first point of contact should always be the line manager. Employees can refer to Chapter 3 of the Yara Code of Conduct which includes the various channels for guidance regarding a business decision they are unsure about through the available points of contact and ethics lines.

4.14. You can also refer to Yara's Ethics and Compliance Commitment, a detailed document that sets out Yara's Compliance Program and anti-corruption efforts. A link to this document can be found on the ethics and compliance pages on Pulse.

5. ETHICAL DECISION-MAKING

Making ethical decisions allows us to live by Yara's values. If you are faced with a difficult decision or ethical dilemma, you should use the following framework when making the decision:



6. SPECIFIC POLICIES

In addition to the guiding principles included in this Program, Yara and its affiliates undertake to comply with the following guidelines and to adopt the consequent measures in relation to the Company's specific sources of risk:

6.1. Facilitation Payments

Facilitation Payments should never be made on behalf of Yara. This applies regardless of whether the payment is made directly or indirectly through Contractors and Business Partners, and whether the payment is in cash or in kind.

If an Employee encounters requests for Facilitation Payments, it is expected that he or she will be able to challenge them with determination. Yara is willing to face the extra time, extra costs and efforts in order to avoid this type of payment.

Compliance with this policy must never endanger the health or safety of any person. For more guidance, please refer to the Facilitation Payments guidance sheet that is available in multiple languages on the ethics and compliance pages on Pulse.

All requests for Facilitation Payments must be reported immediately using the "Facilitation Payment Report Form," available on the ethics and compliance pages on Pulse. All applications are required to be submitted, even if no payment is made.

6.2. Hospitality, gifts and expenses

At Yara, we prefer not to give or receive gifts. Hospitality, gifts and expenses that may affect or be perceived as affecting the outcome of business transactions are prohibited as they may be used to cover up an Act of Corruption or Transnational Bribery. You should always base your business decisions on objectivity and loyalty to Yara, and not on loyalty or personal preferences. You should always use prudent judgment and consider Yara's reputation for integrity as the most important guideline.

There should be openness and transparency regarding hospitality, spending, and gifts, and they should reflect Yara's values, the company's purpose, and the occasion. All gifts and hospitality will be accurately recorded in Yara's books and records. Yara prohibits giving and receiving hospitality, gifts and expenses with the following characteristics:

- Create or appear to create undue influence between the parties
- Are excessive or frequent
- They are given to parties involved in the negotiation of a contract, a tender or a public bidding process
- They are "quid pro quo" (they offer themselves for something in return)
- You pay them personally to avoid reporting
- Do not agree with local laws, regulations, culture, or customs
- They are considered inappropriate
- They are monetary in nature, such as cash, loans, gift cards, vouchers, prepaid credit cards, etc.

Every Employee has the right and responsibility to obtain guidance on these issues, and their first point of contact should always be the line manager.

(a) Hospitality

At Yara, we can distinguish between the following forms of hospitality:

- Business Lunches & Receptions
- Business Hospitality
- Non-business hospitality, business meals and receptions

Meals and receptions with a business partner or other external party that serve to create or strengthen a business relationship are generally considered business-important and acceptable. Note that the person of higher rank must pay for the occasion.

Remember to review the guidelines for prohibited hospitality at the beginning of this chapter.

(b) Business Hospitality

All business hospitality should be relevant to the business. Activities relevant to the business include, for example: attending a trade fair, conferences, training sessions or a head office inspection. Business hospitality, whether offered or received, will always need to be approved by the line manager in writing beforehand.

Non-business hospitality: Hospitality that may not be considered relevant to your business includes sporting events, concerts, and other cultural events. It is not enough to talk about business on such occasions for an activity to be relevant to the business.

(c) Gifts

The main rule of Yara is that we prefer not to give or receive gifts.

Each Employee must inform their Contractors and Business Partners in advance of this policy to avoid finding themselves in the awkward situation of not being able to accept a gift or not having brought a gift when expected. Yara encourages all individuals to send regular reminders about the gifting policy to relevant business partners, particularly in advance of the national holiday seasons.

However, Yara understands that in some cultures, and on some special occasions, exchanging gifts is a natural and legitimate part of business culture. In cases where circumstances warrant exchanging gifts, the following rules will apply:

Financial limits for gifts:

Free decision	$0 to $75
Declaration Form	> USD 75

Numerical limits apply to the value of each gift, per person.

(i) Free decision

You may accept or give gifts (including non-business hospitality) below USD 75 without prior authorization from the line manager, notwithstanding the general prohibition of gifts that may affect or be perceived as affecting the outcome of business transactions, as they may be used to cover up an Act of Corruption or Transnational Bribery.

Questions to ask:

- Is gift or hospitality allowed under the law?
- Does the gift or hospitality you offer comply with the recipient's policies?
- Can the gift or hospitality have the appearance of undue influence?

Keep in mind that in no case, no matter how small the value of the gift, can it be a reason to cloud your judgment or lose your independence. In the event that the gift is intended to receive something in return from Yara, you should consult with the Compliance Officer or the Ethics and Compliance area.

(ii) Declaration Form

Non-business gifts and hospitality in excess of $75 must not be given or accepted from Contractors and Business Partners or other outside parties.

However, we recognize that there may be circumstances where this is justified due to cultural situations.

In these unusual cases, you need written approval from the line manager and must submit the "Gift and Hospitality Declaration Form" found on Pulse.

Please note that the recipient of gifts worth more than $75 will never be allowed to keep the gift, even if they accepted it due to cultural situations or sensitivities. Gifts should be politely declined and returned, or shared with colleagues. If this is not possible, they should be donated to charity.

Other types of gifts:

- Prizes obtained in sweepstakes conducted by Contractors and Business Partners or other parties constitute gifts.
- Gifts given by Yara to its Employees are not covered by this policy.
- Gifts between Employees are not covered by this policy; In such cases, it is strongly encouraged to be very careful, act transparently and seek advice from the line manager.

6.3. Business Trip

Business travel should never create, or appear to create, undue influence or advantages. The strictest possible interpretations should be used and should never be excessive or frequent.

(i) Receive

At Yara, we always pay for our own travel and accommodation expenses during a Yara business trip.

(ii) To give

We recognize that there may be circumstances where paying for travel for business partners or others is justified due to business needs. In these cases, the "Gift and Hospitality Declaration Form" available on Pulse must be submitted before offering to pay for such expenses. This also applies when Yara pays for travel or accommodation in connection with visits to a Yara production plant, R+D center or other facility.

(iii) Split costs

On some occasions, sharing transportation makes sense, like a taxi ride or transportation to a remote location. In these cases, an even distribution of costs is advised.

(iv) Spouses

Spouses may accompany Yara Employees on business trips to the extent that all associated costs are covered privately (not disbursed by Yara or any other outside party) and do not interfere with business activities. The line manager must be informed in writing.

Yara will not pay for spouses even in the extraordinary case that travel and accommodation expenses are covered for a business partner or any other external party.

The "Gift and Hospitality Declaration Form" must be completed if Yara will pay for the Business Partners' travel.

6.4. Gifts to Public Servants

Special care should be taken when giving or receiving gifts, hospitality, and expenses, such as the payment of travel expenses to or on behalf of Public Servants, Foreign Public Servants, or their associates. Gifts or hospitality should never be given or offered to Public Servants or Foreign Public Servants to obtain a license, permit, or other benefits, and gifts to Public Servants are generally highly restricted and require review by the Department of Ethics and Compliance.

Prior guidance should be sought from the Department of Ethics and Compliance before offering gifts, hospitality, expenses, or travel to any Public Servant. You can also consult the procedure "Interacting with Public Officials" that is part of the Compliance Policies.

6.5. Expense

All business expenses must be transparent, approved, reasonable, and in compliance with applicable policies. They must be correctly recorded in our books and records.

6.6. Working with our Contractors and Business Partners

Conducting our own operations ethically and in compliance with regulations is not enough.

As an entity that is part of a global organization, Yara is also judged by the conduct of its business partners, and is responsible for the influence that can reasonably be achieved in our value chain. Yara is firmly committed to being part of a responsible and sustainable value chain, and to continue working on improving our systems and processes to achieve this goal.

We expect our Contractors and Business Partners to comply with all relevant laws and regulations, as well as the relevant parts of this PTEE, with the Code of Conduct for Yara's Business Partners (available in more than 15 languages on the ethics and compliance pages on Pulse and in www.yara.com). This means that they have to conduct their business in accordance with internationally recognised and approved standards in key areas such as anti-corruption, human rights, working conditions, sustainability, business ethics and compliance. At Yara, we are committed to working only with partners who meet these requirements, and failure to do so may result in the suspension of the business relationship.

Employees should contact the Legal Department for guidance on how to add performance clauses to a business partner's contract.

6.7. Intermediaries

Any Contractor or Business Partner operating on behalf of Yara is considered an agent or intermediary. However, they can go by many other names like consultants, contractors, agents, resellers, brokers, etc. It is important to bear in mind that both the Colombian regulations and the rules that govern Yara's headquarters in Norway generate consequences for the acts carried out by all companies and people acting on behalf of Yara, regardless of their nationality or commercial activity.

This means that Yara is likely to be liable for the actions of an intermediary. It also means that these entities constitute higher-risk business partners and will require additional caution.

Intermediaries must contractually agree in writing to comply with a standard equal to or higher than the Code of Conduct for Yara's business partners.

6.8. Joint Ventures

In a *joint venture* or an association in which Yara has control and management, they will apply Yara's rules to the extent possible. If Yara is not in control, the audit rights and standards agreed upon between the parties should be negotiated and documented, preferably in the *joint venture agreement*.

6.9. Integrity Due Diligence

Yara's integrity due diligence (DDI) procedure requires that before entering into an agreement with a new Contractor or Business Partner, an assessment of the integrity of such partner is conducted.

The DDI procedure is described in this PTEE; in addition, you can find additional guidance on the process, and when to perform a DDI on the Ethics and Compliance pages on Pulse. Complying with and understanding the DDI procedure is the responsibility of all Employees.

6.10. Offshore Jurisdictions

International Business or Transactions in offshore jurisdictions may expose Yara to additional risk due to limited vision. Such risks can arise from increased public and regulatory scrutiny of business partners' corporate structures, and from non-compliance with rules on money laundering and tax evasion.

There may be legal and valid reasons for the use of offshore jurisdictions by offshore partners.

business. However, extra care should be taken when a business partner has a legal entity, bank accounts, or other activities in that location.

Any employee who has a question about offshore jurisdictions should contact the Finance, Treasury and Insurance Department, the Compliance Officer or the Ethics and Compliance Department.

6.11. Political activity and contributions, donations and lobbying

(i) Political activity and contributions

Yara encourages all people to voluntarily exercise their individual right to participate in the political process. However, he must carry out his personal political activities within his own time and with his own resources. You should also ensure that personal political contributions and interests do not create conflicts of interest.

Yara does not give gifts, donations, or other forms of support to political parties, or to individual politicians.

You must never contribute company funds or assets directly to any political party, or to any other person who is or seeks to be a Public Servant, or to any other political, religious, or ideological entity. In addition, you may not communicate with Public Servants on political matters or engage in political activities on behalf of Yara, unless in accordance with Colombian regulations, the relevant regional policy, and in coordination with Yara's Corporate Communications Department and Public Affairs Department.

If you have any questions, please contact your line manager, Public Affairs Department, Compliance Officer, or Ethics and Compliance Department.

(ii) Donations

A donation is usually a one-time payment or contribution without expecting anything in return. All donations made by Yara must be approved in accordance with established authority matrices.

From a marketing point of view, donations should be kept to an absolute minimum and mainly in relation to emergencies.

Donations should never be made to:

- entities that are current or potential business partners;
- individuals.
- Public Servants or Foreign Public Servants.

In addition to the above, those employees in charge of donation management must ensure that the donated property/funds are used for the purpose proposed at the time of the donation and thus ensure

that they are not used for purposes that contravene the provisions of the PTEE or the law. For these purposes, the Company has defined the "Procedure for the Delivery of Donations", which establishes guidelines to monitor and ensure the correct use of the goods/funds that may be donated in compliance with this policy. Employees in charge of donations must ensure compliance with this procedure.

Additionally, prior to the definition of any donation, the Integrity Due Diligence Procedure for Business Partners must be previously complied with, to identify possible compliance risks with respect to the recipient of the donation, and to manage the corresponding actions.

If you have any questions about donations, please contact your compliance officer.

(iii) Lobbying

Yara is aware of the importance of making its position known on issues that affect our stakeholders. To do this, Yara may employ lobbyists acting on its behalf, as long as the lobbyists make it clear that they represent Yara to government officials, governing bodies, or organizations with which they interact. Lobbyists are considered intermediaries and are subject to DDI work under our DDI procedure.
All lobbyists' activities must be conducted in strict compliance with Colombian laws, Anti-Corruption Provisions and Compliance Policies. Lobbyists must follow strict rules and the Department of Corporate Communications and Public Affairs will have full oversight of all lobbying efforts that Yara undertakes. Our lobbyists must comply with all applicable laws and regulations.

6.12. Anti-Corruption Clauses in Yara Contracts

Yara undertakes that in the execution of the contracts it signs, the risk of the occurrence of Acts of Corruption, or of the Contractors and Business Partners carrying out Acts of Corruption, is limited as much as possible. To this effect, in all contracts entered into by Yara with Employees, Contractors and Business Partners, any third party or intermediary, clauses will be included that protect the Company, and allow it to unilaterally terminate contracts when its counterparty carries out Acts of Corruption. The model of such clauses is included in PART IV: of this document.

6.13. Special Measures for Affiliates in Other Countries

Yara is a company that develops its operations mainly in Colombia, but at the same time carries out International Business or Transactions with affiliates in Europe, the United States, Argentina, Bolivia, Costa Rica, Chile, Ecuador, the United States, Guatemala, Mexico, Panama and Peru.

Yara will ensure that all Employees, Contractors and Business Partners, and third parties linked to the Company through its affiliates in other countries, are subject to the global Compliance Policies of the group to which Yara belongs and the specific policies that are developed for each of the countries.

PART II: CONSULTATIONS

All Yara Associates, Officers and Employees have the right and responsibility to obtain guidance as to a business decision of which they are unsure. "I didn't know" is not considered a valid defense to making a decision that is not in accordance with this Program and the Compliance Policies.

The first point of contact for orientation should always be the line manager. In addition, you can communicate with the following support functions:

- For ethics and compliance-related issues, please contact the Compliance Officer, or the Ethics and Compliance Department directly at ethics@yara.com or through your Regional Compliance Manager (RCM). Contact information for the Company's Compliance Officer and RCMs can be found on the ethics and compliance pages on Pulse.

- For people-related matters, you should contact the Human Resources Department, either locally or corporately, depending on the nature of the issue.

- When it comes to legal issues, such as sanctions, competition law, data privacy and the drafting of contractual agreements with business partners, you should contact the Legal Department.

- For health, environmental, safety, and quality issues, you should contact the HESQ Department.

Please note that neither the Compliance Officer nor the Ethics and Compliance Department can make business decisions for you. All business decisions ultimately belong to the line of business. The Compliance Officer and the Ethics and Compliance Department can and will support you in the decision-making process by providing additional guidance and resources when needed.

7. REPORTING VIOLATIONS OR SUSPICIONS

7.1. General

Any problems or conduct contrary to Yara's principles of ethics should be reported as soon as possible.

Generally, the first point of contact for reporting a violation should be the line manager.

Depending on the nature of the issue, you may also contact the Compliance Officer and the Ethics and Compliance Department directly. Here are some examples of when this can be done:

- if you suspect your line manager is at fault;
- if your line manager is not properly following up on an issue you reported to them;
- whether the improper action involves the management or senior team;
- if you have concerns about retaliation; or
- If the problem is the way another support area has handled what you reported.

You can also report directly to the Human Resources Department, Legal Department, or HESQ. Keep in mind that you can also report potential violations, which means you don't need to have all the facts, or be completely sure of faults. If you reasonably believe that misconduct has occurred, this is sufficient to report the problem. The only conditions for reporting a problem are that you do so in good faith and that you are completely honest about what you know or suspect.

If you have any concerns about misconduct, but believe the company is already aware of the situation, we recommend clarifying this before deciding not to report the matter. If you want to report a problem, you can use one of the available channels:

- ethics@yara.com
- your Regional Compliance Manager
- the call function of the Ethics Line
- the web form available on the Ethics Hotline

Your report will be treated confidentially and the Ethics and Compliance Department will always send you a confirmation when it receives your report. If you choose to report through the Ethics Hotline, you may communicate and provide additional information to the Ethics and Compliance Department through the hotline. The procedure that is carried out after a report has been made is described in this PTEE in Part IX – Parameters for Internal Investigations, which governs the handling of complaints (confidentiality, escalation, investigations and reports).

7.2. Anonymous Reports

Employees, Officers, Associates, Contractors and Business Partners or third parties, can anonymously report an issue through the Ethics Hotline, which is available 24/7 in more than 50 languages. In Colombia, the line is a local toll-free phone number: 018009440692, then you must type the code: 10584. You can also send an email

electronic to ethics@yara.com or access the Ethics Hotline (https://www.speakupfeedback.eu/web/yaraexternals/co/select_language/3b3), what is managed by People Intouch, a fully independent company.

When you make a report through the ethics hotline, you will receive a referral code that will allow you to communicate in writing with the Ethics and Compliance Department anonymously. However, we encourage anyone making a report to share their contact information. This will allow for faster and more accurate handling of reported issues, and all reports are treated with complete confidentiality.

Persons who report an infraction or suspicious conduct will be protected against any type of retaliation, and in the case of Employees, it is guaranteed that there will be no deductions from their salary for actions they have carried out under a state of necessity, insurmountable fear, and/or coercion by Public Servants, Foreign Public Servants or private third parties.

7.3. Report of Complaints of ST to the SuperSociedades and Acts of Corruption to the Secretariat of Transparency

Yara promotes to its Employees, Directors, Associates, Contractors and Business Partners the following whistleblowing channel for the purpose of informing the Superintendence of Companies of the conduct of C/ST that comes to its knowledge:

- https://www.supersociedades.gov.co/es/web/asuntos-economicos-societarios/denuncias-bribery-transnational
- https://www.supersociedades.gov.co/denuncias-por-corrupcion

Likewise, Yara promotes to its Employees, Directors, Associates, Contractors and Business Partners the following channel of complaints in order to inform the Secretariat of Transparency of the Presidency of the Republic of the possible Acts of Corruption that come to its attention:

- https://portal.paco.gov.co/

In order to manage legal risks due to false reports, the Company suggests to its Employees, Directors, Associates, Contractors and Business Partners to consult the feasibility of the complaint with the Compliance Officer prior to its submission.

7.4. Prohibition of retaliation

Yara will not tolerate any retaliation against anyone who has reported an actual or suspected violation in good faith. Acts of retaliation are a very serious matter and preventing them is a priority of the Compliance Officer and the Ethics and Compliance Department.

Retaliation can be any unfavorable action, practice, or omission that results in or reaction to an employee's filing of a complaint about an issue.

Yara has implemented an anti-retaliation monitoring program to offer additional protections to non-anonymous whistleblowers. Employees are encouraged to report any retaliation or concerns to the Compliance Officer and the Ethics and Compliance Department, or anonymously through the Ethics Hotline.

8. AUDIT AND CONTROL

The Company has an Internal Audit Procedure prepared for the Latin American region, document YMS0-1801718624-1464, through which the foundations are laid for the performance of audits in Yara, adapting said procedure to the reality of the Company as appropriate.

For the purposes of audits on compliance of the PTEE with the current regulation, as well as to verify compliance in the implementation of the PTEE itself, the Company has prepared with the support of external advisors a checklist that serves as a basis for the performance of the aforementioned audits. It will also evaluate the efficiency and effectiveness of current policies and procedures, so that if they are insufficient or more effective ways can be found, the Program will be updated.

This checklist will be updated annually, or when there are changes in the applicable regulation.

The Lead Auditor appointed in accordance with said procedure will define, together with the leaders of Yara Colombia's areas, the objectives, scope and criteria of the Internal Audit to be carried out on this Program. In principle, they will be members of the Finance and/or Controlling area, who will be appointed to carry out such audits, and thus ensure the required independence and objectivity.

9. TRAINING

9.1. Training sessions

The Compliance Officer and the Ethics and Compliance Department have a tailor-made, interactive, in-person training program related to this PTEE. If an Employee receives an invitation to participate in such sessions, attendance will be mandatory and the Employee must make the effort to attend.

Employees can request training sessions for their area from the Compliance Officer or directly from the Ethics and Compliance Department.

9.2. Online Courses

Yara makes available to its Employees the interactive online learning course of this Program. It is available on the Yara Learning platform and provides additional information and practical advice on many of the topics covered in this document. The course is mandatory for all Employees who have access to Yara Learning, every two years of employment. It covers a wide variety of topics, including DDI, human rights, business partners, corruption, personal conduct.

9.3. Orientation Sheets

The guidance sheets provide detailed practical advice on selected topics from the Yara Code of Conduct. These include the following:

- Facilitation Payments
- Conflicts of interest
- Agents and intermediaries
- Public Servants
- Contract Management Guidance sheets are available on the ethics and compliance pages on Pulse.

10. SANCTIONS

10.1. Non-compliance by Associates, Officers and Employees

In the event of non-compliance by any of the Associates, Directors and Employees with respect to the Program and the Anti-Corruption Provisions, the Company will implement its disciplinary and sanctioning procedures established in: (i) in the case of Associates, the shareholders' agreements and bylaws of the Company or the rules or policies that establish it; (ii) in the case of Employees and Managers, in the employment contracts, in the Internal Work Regulations, in the labor regulations applicable for this purpose and in the Yara Disciplinary Directive at a global level; or
(iii) its Compliance Policies.

Failure to comply with this Program will be classified as a serious offense that will give rise to the respective sanctions, with the seriousness that they may have, including dismissal with just cause, following internal disciplinary proceedings.

This sanctioning mechanism will be activated in the event that any of Yara's Employees, Associates, and/or Managers:

a) Engage in any conduct contrary to this Program or the Anti-Corruption Provisions; and ignore, tolerate and/or consent to such conduct;

b) Are aware of any conduct contrary to this Program or the Anti-Corruption Provisions and ignore, tolerate and/or consent to such conduct; and/or do not report it in time.

c) Discuss, disseminate or disclose any non-compliance under investigation by the Company or a competent entity or authority, unless expressly permitted by the Compliance Officer.

d) Do not comply with their functions in accordance with the Program and the other Compliance Policies.

10.2. Breach by Contractors and Business Partners

Failure to comply with this Program by Contractors and Business Partners will entitle Yara to enforce the anti-corruption clauses included in the respective contracts, with the consequence of being able to impose penalties on the Contractor or be able to terminate the contract unilaterally.

All sanctions imposed by the Company must be preceded by an internal investigation that respects the due process of those investigated. The above procedure shall be carried out in accordance with PART IX.

PART III: FUNCTIONS OF CORPORATE BODIES

Although all persons linked to Yara Industrial Colombia S.A.S. ("Yara") ("Yara Industrial" and jointly with Yara the "Company" or "Yara"), are obliged to comply with the provisions of the Transparency and Business Ethics Program (the "Program"), the bodies described below will have the functions indicated in order to guarantee compliance and effectiveness of the Program:

11. Shareholders' Meeting:

Without prejudice to the functions assigned in the other Compliance Policies, for the purposes of this Program, the Shareholders' Meeting will have the following functions:

Commented [SDA1]: I think this should be adjusted, YIS Colombia does not have a Board.

Commented [CL2R1]: Shareholders' Meeting

1. Issue and define the PTEE.
2. Assume a commitment aimed at the prevention of C/ST Risks, so that the Company can conduct its business in an ethical, transparent and honest manner.
3. To approve the Program and any modification thereto, including the inclusion of new procedures derived from the detection of new risks of Acts of Corruption either by new operations or by entering new jurisdictions.
4. To designate the members of the Ethics and Compliance Department or the Ethics and Compliance Officer.
5. Supervise compliance with the Transparency and Business Ethics Program.
6. Define the profile of the Compliance Officer in accordance with this Program and the requirements contained in the Anti-Corruption Provisions.
7. Appoint and remove the Compliance Officer, and periodically evaluate his or her performance.
8. Ensure the supply of the economic, human and technological resources required by the Compliance Officer for the fulfillment of his work.
9. To order that reports be submitted to the competent authorities arising from violations of this Program that in turn constitute a violation of the Anti-Corruption Provisions.
10. In relation to the contracts signed by the Company, decide whether to make use of the unilateral termination clause in favor of the Company for Acts of Corruption of the counterparty.

11. Receive and evaluate the periodic report submitted by the Ethics and Compliance Department and the Compliance Officer in relation to the Company's risk situation and the implementation and execution of the Program.

12. Receive and evaluate the Annual Program Compliance Plan that will be presented to you by the Ethics and Compliance Department in conjunction with the Compliance Officer.

13. Provide effective, efficient, and timely support to the Ethics and Compliance Department and the Compliance Officer in the exercise of their duties in relation to the Program.

14. To order the pertinent actions against the Associates, who have management and administrative functions in the Obligated Entity, the Employees, and administrators, when any of the above violates the provisions of the PTEE.

15. Lead an appropriate communication and pedagogy strategy to ensure the effective dissemination and knowledge of the Compliance Policies and the PTEE to Employees, Associates, Contractors and Business Partners (in accordance with the Risk Factors and Risk Matrix) and other identified stakeholders.

12. <u>Ethics and Compliance Department:</u>

1. Prepare together with the Compliance Officer the Annual Program Compliance Plan to be presented for evaluation before the Shareholders' Meeting.

2. To authorize, under objective justifications, exceptions to the procedures indicated in this Program.

3. To receive and evaluate the annual reports submitted by the Compliance Officer in relation to the Company's risk situation and the implementation and execution of the Program.

4. To present to the Shareholders' Meeting an annual report in relation to the Company's risk situation and the implementation and execution of the Program.

5. Initiate and advance investigations for any violation or possible violation of the Program or the Anti-Corruption Provisions, and take the appropriate prevention, sanction and remedy measures.

   In the event of non-compliance or infractions of the Program by the Company's Employees, the Ethics and Compliance Department or the Compliance Officer will carry out the corresponding investigation and impose sanctions in accordance with the provisions of the guidelines on the matter, in the Internal Work Regulations of Yara Industrial Colombia S.A.S., in

Yara's Disciplinary Directive at the global level, in the respective employment contracts and in the applicable law.

6. Order the performance of Internal Audits and Due Diligence processes to diagnose the level of execution and compliance of the Transparency and Business Ethics Program.

7. Provide effective, efficient, and timely support to the Compliance Officer for the exercise of his or her duties.

13. Legal Representative:

Without prejudice to the functions assigned to him in the other Compliance Policies, for the purposes of this Program, the Company's Legal Representative will have the following functions:

1. Submit to the Compliance Officer, for approval by the Shareholders' Meeting, the proposal of the PTEE.

2. Ensure compliance with the Transparency and Business Ethics Program.

3. Ensure that the PTEE is articulated with the Compliance Policies that are incorporated by reference into this PTEE.

4. To publicize the existence of the Transparency and Business Ethics Program.

5. Adopt and implement the measures ordered by the Shareholders' Meeting in relation to possible violations of the Transparency and Business Ethics Program, including the initiation of legal actions.

6. Authorize and provide the necessary resources for the proper implementation and compliance of the Transparency and Business Ethics Program. At the request of the Compliance Officer or the Shareholders' Meeting, integrate the necessary staff or enter into the necessary contracts with external advisors, in order to comply with the purposes of the Transparency and Business Ethics Program, and carry out the audits that may be ordered by the Ethics and Compliance Department or the Compliance Officer.

7. Provide effective, efficient, and timely support to the Ethics and Compliance Department and the Compliance Officer, in the design, direction, supervision, and monitoring of the PTEE, and in all the functions that the Program imposes on them.

8. Certify to the Superintendence of Companies compliance with the provisions of the

this Chapter, when required by this Superintendence.

9. Ensure that the activities resulting from the development of the PTEE are duly documented, so that the information is allowed to meet criteria of integrity, reliability, availability, compliance, effectiveness, efficiency and confidentiality. The documentary supports must be kept in accordance with the provisions of Article 28 of Law 962 of 2005, or the regulation that modifies or replaces it.

14. <u>Compliance Officer:</u>

In order to ensure the correct and adequate implementation, execution and monitoring of this Program, the Shareholders' Meeting of Yara Industrial Colombia S.A.S. will appoint a Compliance Officer in matters of risk management of Acts of Corruption and Transnational Bribery. The Compliance Officer shall be an Employee of the Company. The Compliance Officer will fulfill the functions assigned to him by the Colombian Anti-Corruption Provisions.

The natural person designated as Compliance Officer of Yara Industrial Colombia S.A.S. for the purposes of the PTEE, must meet at least the following requirements:

1. To enjoy the highest qualities of suitability, responsibility and character that allow them to perform the position.

2. Have the ability to make decisions to manage C/ST Risk and have direct communication with, and report directly to, the Shareholders' Meeting.

3. Have sufficient knowledge in matters of C/ST Risk management and understand the ordinary course of activities of Yara Industrial Colombia S.A.S. The Compliance Officer will be trained by the Company.

4. Have a high level of ethics, teamwork and be proactive.

5. Have the support of a human and technical work team, in accordance with the C/ST Risk and the size of Yara Industrial Colombia S.A.S.

6. Not belong to the administration, corporate bodies or belong to the tax audit body (act as a tax auditor or be linked to the tax audit company that performs this function, if applicable) or who performs similar functions or takes their place in Yara Industrial Colombia S.A.S.

7. The Principal Compliance Officer shall be an employee of Yara Industrial Colombia S.A.S. The Alternate Compliance Officer, if appointed, may be employed and/or outsourced.

8. Have decision-making capacity.

9. The Compliance Officer will have an immediate relationship with the Company's Directors and, at the same time, must always be available to Employees and Contractors and Business Partners so that they can bring to their attention situations that may constitute Acts of Corruption in a timely and appropriate manner.

10. Not serve as a Compliance Officer for any other company.

11. Be domiciled in Colombia.

The functions of the Compliance Officer for the specific purposes of this Program will be the following:

1. To present, with the legal representative, for approval by the Shareholders' Meeting the proposal of the PTEE.

2. To promote within the Company and its subsidiaries, a culture of corporate ethics of respect and compliance with the Anti-Corruption Provisions, and an awareness of the obligatory nature and compliance with this Program.

3. Monitor compliance with the Anti-Corruption Provisions within the Company.

4. Present to the Shareholders' Meeting, together with the Ethics and Compliance Department, and within the first three months of the year, an Annual Program Compliance Plan that includes training, technological improvements, revisions to the Program, budget expenditure, and any other matter relevant to the implementation of the Program during the following year.

5. Submit an annual management report to the Shareholders' Meeting containing the following elements:

    5.1. The degree of compliance with the Program in the different areas of the Company will be indicated.

    5.2. The areas or personnel that present deficient rates of compliance with the procedures of this Program will be identified.

5.3. The shortcomings or difficulties found for the correct fulfillment of the Program will be identified.

5.4. Regulatory gaps in the Program will be identified, if any, and the necessary changes or additions will be proposed.

5.5. A list of the reports or complaints submitted through the complaint channels, or any other means, will be made.

5.6. A list shall be made of the complaints that have merited the opening of an internal investigation, indicating the reasons for the investigation, the procedures used, and the results of such procedures.

6. Lead the socialization, implementation, execution and monitoring of this Program.

7. Ensure that the PTEE is articulated with the Compliance Policies that are incorporated by reference into this PTEE.

8. To make periodic assessments of the Corruption Risks and the Risks of Transnational Bribery faced by the Company. The process of evaluating these risks may be carried out within the Company, or through external advisors hired by Yara for this purpose.

9. Implement a Risk Matrix and update it in accordance with the Company's own needs, its Risk Factors, the materiality of the C/ST Risk and in accordance with the stages contemplated in this Program.

10. Define, adopt and monitor actions and tools for the detection of C/ST Risk, in accordance with the Compliance Policy to prevent C/ST Risk and the Risk Matrix.

11. Delegate to other Employees or Contractors and Business Partners of the Company, if authorized by the Shareholders' Meeting, the administration of the Program, in those subsidiary companies of Yara that are located in other countries. In any case, the Compliance Officer will be the hierarchical superior of such delegated Employees, who will be accountable to him for his functions.

12. Immediately inform the Shareholders' Meeting / the Ethics and Compliance Department of any violation or possible violation of the Program.

13. Immediately inform the Company's Legal Representative, together with the report submitted to the Shareholders' Meeting / the Ethics and Compliance Department, about any violation or possible violation of the Program that, due to its seriousness or potential exposure to the

Company, merits immediate decision-making, including, in the case of Company Employees, that the corresponding sanctioning procedures be carried out, in accordance with the provisions of the Internal Work Regulations.

14. Design and implement outreach, training, and training programs for

Employees and Contractors and Business Partners of the Company, on this Program, on an annual basis. The training may be done in person, virtually, or in any other way that is considered appropriate for the fulfillment of the purposes of this Program.

15. Attend to and process all requests and complaints submitted through the Complaint Channels contemplated in the PTEE. The Compliance Officer will be the person in charge of ensuring the proper functioning of Yara's Whistleblowing Channels, maintaining confidentiality, and guaranteeing speed and impartiality in the development of internal investigations.

16. Address the doubts and concerns of Employees and Contractors and Business Partners about the interpretation and application of the Program through the complaint channels.

17. To fulfill all other specific functions imposed on it throughout the Program or any other that is not designated to a specific body.

18. Ensure the implementation of appropriate channels to allow any person to report, confidentially and securely, about breaches of the PTEE and possible suspicious activities related to Acts of Corruption.

19. Verify the proper application of the whistleblower protection policy that Yara Industrial S.A.S. has established;

20. Establish internal investigation procedures for Yara Industrial Colombia S.A.S., to detect breaches of the PTEE and Acts of Corruption;

21. Coordinate the development of internal training programs.

22. Verify compliance with the Due Diligence procedures applicable to Yara including DDI procedures;

23. Ensure the proper archiving of documentary supports and other information related to the management and prevention of C/ST Risk;

24. Design the methodologies for classification, identification, measurement and control of C/ST Risk that will be part of the PTEE; and

25. Carry out the evaluation of compliance with the PTEE and the C/ST Risk to which Yara Industrial Colombia S.A.S. is exposed.

15. Employees exposed to C/ST Risk.

Employees exposed to C/ST Risk are considered to be those who: (i) interact with Public Servants on a regular basis; (ii) make decisions about budget execution, selection and engagement of Contractors and Business Partners; and/or (iii) make decisions regarding the hiring or termination of Company Employees.

All Employees and managers of Yara Industrial Colombia S.A.S., especially Employees exposed to the Risk of C/ST shall:

1. Know Yara's Compliance Policies.
2. Know and apply the PTEE.
3. Know their roles and responsibilities derived from the PTEE and Yara's Compliance Policies.
4. Receive training on the content of this Program and on the Company's Compliance Policies.
5. Consult with the Compliance Officer or the Ethics and Compliance Department for any doubts and concerns that arise in application of the PTEE and the Company's Compliance Policies.
6. Accept the instructions and recommendations of the Compliance Officer and the Ethics and Compliance Department.
7. Report or denounce breaches of the PTEE and the Company's Compliance Policies and possible Acts of Corruption, according to the procedures contemplated in this PTEE.

Employees exposed to C/ST Risk will receive reinforced and specialized training, in accordance with the Compliance Officer's training plan.

Employees who interact with Public Servants on a regular basis will receive special training on risk identification and best practices in interacting with Public Servants.

Employees who perform the functions of commercial sponsor or defined approver for the purposes of the DDI procedures, will also have the specific obligations and responsibilities assigned to them in the DDI procedure regulated in this PTEE.

PART IV: <u>ANTI-CORRUPTION CLAUSES</u>

16. <u>Clauses in Contracts with Contractors and Business Partners</u>

In all contracts that Yara enters into with its Contractors and Business Partners, clauses will be included with the purpose of limiting as much as possible the risk of occurrence of Acts of Corruption and the Code of Conduct for Business Partners will be included as an annex.

The reluctance on the part of the Contractor to include in the respective contracts the following clauses may, in the opinion of the Compliance Officer and the Legal Representative, be sufficient reason to refrain from entering into a contract.

"ETHICS AND COMPLIANCE

1.1. The [Contractor/Supplier/Client] shall comply with all applicable laws, regulations, codes and sanctions related to the Contract, and in particular with human rights, bribery, corruption, money laundering, accounting and financial controls and Anti-terrorism, including the Code of Conduct for Yara's business partners, which is an integral part of this Agreement.

1.2. The [Contractor/Supplier/Client] warrants, agrees and undertakes that, in connection with the Contract, it has not, and will not give, offer, promise or authorize any kind of bribe, "facilitation" through a payment, gift, advantage or other thing of inappropriate or unlawful value, whether directly or indirectly, to any third party.

1.3. The [Contractor/Supplier/Client] represents and warrants that, unless otherwise stated in writing to the Employer, no public official or his or her close relatives are currently (i) owners or have control over the assets of the [Contractor/Supplier/Client] either directly or indirectly; (ii) or is entitled to any benefit in the contractual relationship between the Parties.

1.4. The Employer may, at any time, at its own cost and, upon written notice, conduct periodic reviews of the [Contractor/Supplier/Client] as part of due diligence and audits to ensure compliance with this clause. The foregoing shall be done within the framework of confidentiality, in which case the [Contractor/Supplier/Client] shall fully cooperate with the Employer in the conduct of such reviews and audits, and shall comply with any and all reasonable requests made by the Employer by written notice regarding access to the facilities, information and required documentation.

1.5. The [Contractor/Supplier/Customer] shall ensure that all business partners who provide services to it or supply goods do so in accordance with a written contract. Likewise, the [Contractor/Supplier/Client] undertakes to be responsible for the same due diligence at the time

to engage its own contractors who have or become related to this Agreement, which is intended to monitor the compliance of such third parties.

1.6. Notwithstanding any other provision of the Contract, the Employer may, by written notice addressed to the [Contractor/Supplier/Client], (i) suspend either any activity in progress of the performance of the Contract itself if, and for as long as the Employer considers the [Contractor/Supplier/Client] has not properly performed any of its obligations set forth in this clause; and/or (ii) terminate the Contract if the [Contractor/Supplier/Client] has materially breached or failed to properly perform any of its obligations set out in this clause.

1.7. In accordance with the Agreement, if so, the Employer and the [Contractor/Supplier/Client] shall cooperate to organize and participate in the trainings, seminars and compliance projects at their own expense.

1.8. *The Employer and the [Contractor/Supplier/Client] shall, without delay, report any suspected violation of this clause to the other party."*

17. <u>Clause for Employment Contracts</u>

*"**SIXTEENTH.** Code of Conduct. The employee declares that he/she has received, read, and understood the current version of the Yara International ASA Code of Conduct and the Yara Industrial Colombia S.A.S. (PTEE) Business Ethics and Transparency Program. If the employee has not received a printed version of the Code of Conduct or the PTEE, he/she declares that he/she has read the document found on the Yara International ASA website (www.yara.com). The employee acknowledges and accepts responsibility for compliance with all Ethics and Compliance policies established by Yara International ASA and Yara Industrial Colombia S.A.S. in the Code of Conduct and in the PTEE. The employee shall be responsible for keeping abreast of any changes or updates to the Code of Conduct published after the date of signing this contract, regardless of the periodicity of such revisions. All future revisions will be posted on the www.yara.com.co website ."*

PART V: <u>RED FLAGS</u>

The following non-exhaustive list provides examples of red flags:

Questionable circumstances or suspicions:

- There are suspicions of bankruptcy, breach of obligations, civil lawsuits for fraud, corruption, human rights or labor abuses, environmental crimes, money laundering, property seizures, criminal or regulatory issues.
- There are suspicions that the Business Partner is not complying with local laws or regulations.
- The business justification for Yara doing business with the Business Partner makes no sense.
- The Business Partner requests anonymity without reasonable justification.
- Business Partner does not cooperate with the integrity due diligence process or refuses to make representations and warranties.
- Excessive gifts or entertainment expenses are given, offered, or promised to Yara Employees, or such gifts or expenses are solicited from Yara Employees, particularly during bidding processes.
- The Business Partner is not able to answer basic questions about the intended use of the product, e.g. where your company is located, what crops you focus on, etc.

Unusual compensation:

- The Business Partner requests a commission or other payment substantially above the market rate, or requests a substantial down payment.
- The Business Partner requests that split payments be made to different accounts, entities, or countries.
- The Business Partner requests that the payment be made through a third party or in a third country without reasonable justification. This is especially relevant when it comes to well-known tax havens (low-tax/low-regulation/secrecy jurisdictions).
- The Business Partner refuses to properly document the expenses.
- Unusual or non-contractual bonuses are required.

Other risk situations:

- The Business Partner or its close associates (directors, key employees, etc.) are known to be subject to sanctions in any form and from any authority.
- The Business Partner is suspected or alleged to be involved in terrorism or related activities, such as financing or money laundering on behalf of terrorist groups.
- The Business Partner is known to have a bad reputation for ethical conduct.
- The Business Partner is known to be, or has been, under heavy adverse media scrutiny.
- The Business Partner is known to lack the personnel, equipment, or facilities to perform the proposed work.
- The Business Partner lacks relevant technical or industrial expertise to perform the proposed work.

In the analysis of accounting records, operations or financial statements:

- Invoices that appear to be false or do not reflect the reality of a transaction or are inflated and contain excess discounts or refunds.
- Operations abroad whose contractual terms are highly sophisticated.
- Transfer of funds to countries considered as tax havens.
- Operations that do not have a logical, economic or practical explanation.
- Operations that are outside the ordinary course of business.
- Transactions where the identity of the parties or the origin of the funds is unclear.
- Assets or rights, included in the financial statements, that have no real value or that do not exist.

In the corporate structure or corporate purpose:

- Complex or international legal structures with no apparent commercial, legal or tax benefits or owning and controlling a legal entity with no commercial purpose, particularly if it is located abroad.
- Legal entities with structures where there are national trusts or foreign trusts, or non-profit foundations.
- Legal entities with "off shore entities" or "off shore bank accounts" structures.
- Non-operating companies under the terms of Law 1955 of 2019 or that due to the development of the business can be considered as "paper" entities, that is, that reasonably do not fulfill any commercial purpose.
- Companies declared as fictitious suppliers by the DIAN.
- Legal entities where the Final Beneficiary is not identified (as this term is defined in Chapter X of the Basic Legal Circular of the Superintendence of Companies).

In the analysis of transactions or contracts:

- Frequently resort to consultancy contracts, brokerage contracts and the use of joint ventures.
- Contracts with contractors or state entities that give the appearance of legality that do not reflect precise contractual duties and obligations.
- Contracts with Contractors that provide services to a single client.
- Unusual gains or losses on contracts with Contractors or state entities or significant changes without business justification.
- Contracts that contain variable remuneration that is not reasonable or that contain payments in cash, in Virtual Assets (as this term is defined in Chapter X of the Basic Legal Circular of the Superintendence of Companies and in the SAGRILAFT of Yara Industrial Colombia S.A.S.), or in kind.
- Payments to PEPs or people close to the PEPs.
- Payments to related parties (Associates, Employees, Subordinate Companies, branches, among others) without apparent justification.

PART VI: INTEGRITY DUE DILIGENCE FOR BUSINESS PARTNERS

The purpose of this section is to describe the requirements and procedures for conducting integrity due diligence (DIL) with respect to potential and existing Contractors and Business Partners, as well as monitoring business relationships for ethics and integrity risks. The DDI process aims to identify actual or potential risks related to corruption, transnational bribery, and compliance with other regulations, among other objectives.

This procedure is applicable to all Yara Employees who want to engage with new Contractors or Business Partners. It also applies to the preservation or renewal of existing business relationships.

This procedure does not apply to:

- Transactions with affiliated companies (controlling of, controlled by, or under common control with Yara Industrial Colombia S.A.S.). This is because, at the time of the identification and measurement of risks carried out by the Company in accordance with this PTEE, it has been determined that International Business or Transactions with affiliates do not require additional controls to those established by each subsidiary, and that they are substantially equivalent to those implemented by Yara Industrial Colombia S.A.S. Therefore, Yara Industrial Colombia S.A.S. has determined, based on its own risk measurement, that the risks in its operations with affiliates do not require the implementation of additional controls to those that each affiliate applies, and can trust that its affiliates comply with the same standards in the operations that they enter into with their own counterparties; Yara Industrial Colombia S.A.S. will implement periodic risk measurements to determine if there are changes to the circumstances described that warrant updating its risk analysis and implementing procedures for such operations.
- Delicate negotiations in which Yara's interest in the matter may be confidential. Such situations should be discussed with the Compliance Officer and the Ethics and Compliance ("E&C") Department; and
- Unless otherwise agreed with E&C, transactions under the Capital Value Process, such as: mergers, acquisitions and divestitures.

18. Definitions and Abbreviations Applicable to DDI

Stakeholders	Trading partner	Any third party, legal entity, or individual that is or wishes to enter into a business relationship with Yara (or any entity in which Yara has direct control). *Examples include, but are not limited to: suppliers (vendors), customers, agents, intermediaries, distributors, consultants, associates, lobbyists, and procurement targets.*

	Commercial Sponsor	An employee of Yara who coordinates the business relationship and communicates with the Business Partner on behalf of Yara.
	Approver Defined	Yara employee responsible for the relationship with the Business Partner and trained to assess ethical and compliance risks (alerts and alarms) related to the Business Partner.

Risk Criteria	Agents and Intermediaries	Agents or intermediaries are those who act on behalf of Yara or represent the interests of Yara (i.e., represent Yara), which may pose a particular risk to Yara's values, integrity and reputation. *Examples include, but are not limited to: agents, consultants, distributors, sales or business development agents, customs brokers, product registration agents, purchasing agents, brokers, freight forwarders, legal representatives, licensees, lobbyists, promotional consultants, regulatory affairs advisors, and shippers.*
	Partner Strategically important commercial	The Business Partner will be deemed strategically important to Yara if the termination of an ongoing business relationship will result in a significant operational disruption in Yara's business performance. It is recommended that Business Partners with the following characteristics be considered strategically important: • annual value of the transaction, material for the country/region where the business is conducted; • exclusive representation of Yara's business in a particular country/region; • possess critical knowledge for Yara.
	Public and/or political exposure	The involvement of a Public Servant, Foreign Public Servant, or a politically exposed person ("PEP"), a government, government agency or department, government-owned enterprise, international organization, or political party, poses a particular risk to Yara's operations. Examples include:

		• The Business Partner is believed to be a government-controlled entity (50% or more) • The Business Partner is believed to have family or business ties to government officials or PEPs. • The Business Partner is known to make important or frequent political contributions.
	Public and/or political influence on the selection of Business Partners	• A Business Partner was recommended, suggested, or mandated by a PEP, public office, government, government agency or department, government-owned company, international organization, or political party. • Public and/or political influence in the selection of the Business Partner may be exercised over Yara directly or indirectly by the publicly exposed person or office, when an intermediary or other person or entity appears as influential, or even executor, of the engagement on behalf of Yara.
Any ethics or compliance concerns about a known or suspected situation related to a Business Partner. Discovery and initial evaluation can be done through a basic internet search of publicly available sources.		

Risk Criteria	Country risk and annual contract value (applies only to suppliers)	The YMS0-76-3304 Country Risk Rating Guide provides an overview of the annual transaction value threshold. The annual transaction value above the threshold for a particular country is considered a risk when the Business Partners are based and will supply goods or services to Yara in that country. **Note**: Estimating the annual amount can be a complex task. A prudent approach will therefore be taken on a case-by-case basis. When unsure, Employees should consult with their colleagues and raise any questions with the Compliance Officer or E&C department.
	Public Tenders	Public tenders are defined as those in which the bidding body is more than 25% state-owned, or where a state maintains significant influence over decision-making in the bidding body. A bidding body is public when the funds that are used to purchase products come from a state budget, even when the agency

		bidder is strictly private. In the case of public tenders: • A checklist will be submitted along with the launch form YMS0-76-3316 three (3) weeks prior to the bid deadline (see references for template). • If the tendering body is the government or a public office, the initiation form should be saved and the public tender checklist will be sent to the Compliance Officer. A DDI will always be required when Yara is being represented by an agent or intermediary in public tenders.
	Special Partnerships	Special partnerships for Yara are those business relationships in which Yara and a Business Partner develop or intend to develop a strategic collaboration together. Such partnerships do not necessarily involve the direct supply or sale of products between the parties and are characterized by common efforts to support Yara's business, mission, vision, and values. In such partnerships, Yara's reputation is the primary risk associated with it, given that Yara is publicly known or perceived to be linked to the Business Partner. Examples of these partnerships are those related to the food value chain, decarbonisation projects, circular economy, digital, etc.
Several	DDI in depth	A complete and detailed due diligence report conducted by a third-party service provider. It may include information from open sources (Internet, media, and corporate databases), sanctions lists, watch lists, lists of politically exposed persons (PEPs), and discrete inquiries from anonymous sources with individuals who are familiar with the Business Partner. It typically takes two (2) to three (3) weeks to complete an in-depth DDI and the costs will be borne by the requesting department. The requesting department shall allow sufficient time for such reviews and plan accordingly. An in-depth DDI can replace the DDI process as described in this section if it is not possible to follow the DDI process

		standard. On rare occasions, Business Partners may choose not to adhere to Yara's DDI process. In such cases, in-depth DDI may be an alternative to assess the Business Partner's integrity standards.
	Form D DI Startup	The DDI initiation form is used for the initial assessment of all new Business Partners. It must be completed by the Commercial Sponsor. The Initiation Form will automatically inform the Commercial Sponsor if a DDI is required, in which case the Compliance Officer or E&C will initiate the DDI process. All startup forms will be automatically stored in a database, regardless of the need for a DDI. Yara Employees will have limited access to this database for consultation.
	DDI Questionnaire	Online questionnaire sent to the Business Partner when a DDI is performed. The questionnaire requires relevant information for Yara to evaluate the integrity standards, core corporate and legal documentation, and the Business Partner's good faith self-assessment of the policies and procedures that Yara deems relevant to such assessment.
	Update DDI	Regularly updating trading partner information to reassess the validity of the DDI. The frequency of DDI update depends on the risk level of the Business Partner and can be annual (high risk), every two years (medium risk) or every three years (low risk). The questionnaire for the DDI update focuses only on potential changes in trading partner risk exposure that may have occurred since the initial DDI was performed.

19. Responsibilities

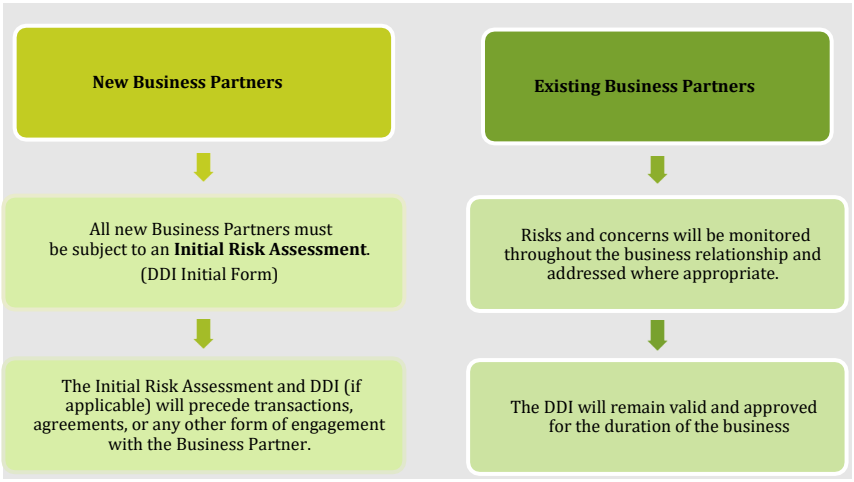
Commercial Sponsor	Responsible for conducting the initial DDI risk assessment on all trading partners; • Ensure that the DDI process is completed in a timely manner,

	by means of: – maintain communications with the business partner – notify E&C of any new integrity risks during the contract period – confirm ongoing relationships with a trading partner at the time of DDI upgrade • Actively participate in the development and implementation of actions of the Risk Mitigation Plan.
Approver Defined	• Responsible for the business relationship with the business partner; • Ensure that no agreements or transactions are carried out without complying with this Procedure; • Timely review and approval/rejection of DDI questionnaires; • Responsible for the implementation of risk mitigation plans during the relationship with the Business Partner.
Specialist in E&C (E&C)	• Liaise with the Commercial Sponsor and Defined Approver in the development of the hazard mitigation plan and upload it to the DDI system; • Support the line of business to adhere to this procedure as needed.

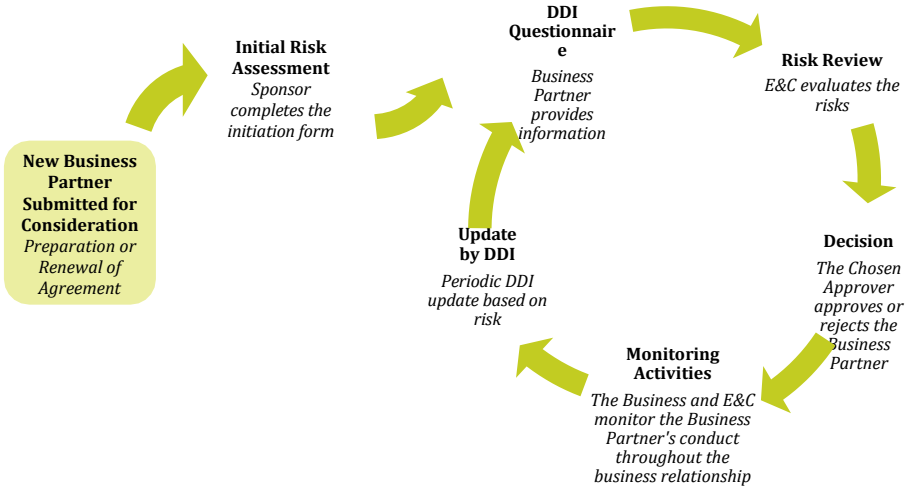
20. General Requirements

20.1. Key Principles

DDIs will be performed in the legal entity that is considered a business partner. Unless otherwise agreed with E&C and the Compliance Officer, DDIs made in parent, subsidiary, or group entities will not be used for other legal entities within the same group.



20.2. Process Flow



21. Initial Risk Assessment

The initial risk assessment will be conducted by the Commercial Sponsor using the DDI initiation form available on Pulse.

When to conduct the initial risk assessment:

- prior to any type of engagement with a new Business Partner;
- when contracts/agreements are renewed/renegotiated and the existing Business Partner does not have an approved DDI.

The following risk criteria are considered during the initial assessment and must be acknowledged by the Commercial Sponsor:

- Country risk (based on IHS Markit methodology) and annual contract value (applies only to suppliers);
- Agents and intermediaries;
- Strategic importance for Yara;
- Known integrity risks/red flags;
- Participation in public tenders;
- Public and/or political interactions;
- Public and/or political influence on the selection of Business Partners;
- Special associations.

If none of the above risk factors are present, the DDI initiation form will be automatically stored in a database and the relationship with the Business Partner can be initiated without any additional due diligence work. Follow-up activities will be initiated by E&C.

22. DDI Questionnaire

The Business Partner must complete a DDI questionnaire when one or more of the risk criteria in the initial risk assessment are present.

- The Business Partner will be invited to complete the DDI online questionnaire.
- The DDI questionnaire is designed to provide further information that is used to identify potential red flags and assess risk related to a Business Partner.

The Commercial Sponsor will actively follow up on communication with the Business Partner to ensure that the DDI questionnaire is submitted and that all required information is

Disclose in a timely manner.

The DDI Home format is available on the Pulse platform.

23. Risk Review

The completed DDI questionnaire results in a risk rating of the Business Partner generated by the system and in the compliance assessment reports, which are reviewed by the Compliance Officer or by the E&C specialist. Depending on the risk level of the Business Partner and Yara's risk appetite, mitigation actions may need to be defined before proceeding with the onboarding of a new Business Partner.

To define this level of risk, it is necessary to take into consideration the findings of the list review, which must be carried out according to numeral 6 of document W2SXEZDQ4QJA-44-269, "LATAM Manual Consultation of Restrictive Lists" describes the search procedure in lists specifically for Colombia, which includes the prior review in the Infolaft tool.

The DDI system sets the risk rating automatically based on defined criteria:

Level of Inherent Watering	DDI Questionnaire
Low	No adverse response and residual risk is low. **Note**: The compliance assessment report may contain information that requires mitigation actions.
Middle	At least one adverse response and one residual risk is acceptable.
High	At least one adverse response and one residual risk have a high potential for impact and probability.

Risk mitigation will be considered for all identified risk factors and any adverse information confirmed from the results of the compliance assessment report. Mitigation actions will be documented in a risk mitigation plan; the risk mitigation plan template is available on the Pulse platform.

24. Risk mitigation plan:

- Mandatory for all high-risk Business Partners;
- It includes all risks that are considered mitigated, the potential impact on Yara, and who is responsible for implementing the mitigation actions within the established timeframe;
- It will be uploaded to the DDI system.

25. Business Partner Approval or Rejection Decision

The Defined Approver has the responsibility to decide whether to approve or reject the Business Partner. Before making a decision, the Defined Approver will need to review the following in the DDI system:

- The Business Partner's risk factors identified in the initial risk assessment;
- DDI questionnaire and any adverse responses with explanatory information (as applicable);
- Hazard mitigation plan (if applicable);
- Any supplemental information noted by the Compliance Officer, E&C, or other additional documentation provided in the system;
- Based on the above information, the Defined Approver shall make the decision to:
    - Approve the DDI when risks are acceptable and a business relationship can be established/continued.
    - Refuse DDI if the risks are unacceptable. No transactions or agreements will be entered into with the Business Partner.

If the decision on the Business Partner is inconclusive during a DDI process, the Defined Approver may request E&C and/or the Compliance Officer to consider a DDI in depth. Approval to perform an in-depth DDI and associated costs pertain to the line of business.

26. Monitoring Activity

Business Sponsors and Defined Approvers will remain vigilant for any changes in risk exposure during the term of the contract and the Business Partner's relationship with Yara.

New red flags, evidence of misconduct, or unethical business conduct by any Business Partner should be reported to the Compliance Officer and E&C as soon as possible. Whenever new risks are identified, close dialogue must take place between the Sponsor, the Defined Approver, the Compliance Officer, and E&C. An additional or revised action plan should be considered.

In addition, all active Business Partners are regularly assessed and monitored through compliance and regulatory databases on sanctions and watch lists. For monitoring on watch lists, the procedure and considerations of document number 6 of document W2SXEZDQ4QJA-44-269 must be taken into account. For strategically important trading partners, adverse means are added to the scope of monitoring, and the Monitoring Officer

Compliance or E&C prepares periodic summary reports on the findings of the business line.

In addition, Yara Internacional ASA, the Company's parent company, monitors Yara Internacional ASA's restrictive lists of all counterparties, including all counterparties of Yara Industrial Colombia S.A.S. In the event of any finding in this review, an email will be sent to the Compliance Officer of Yara Industrial Colombia S.A.S., notifying the finding, so that it can be studied and the necessary actions can be taken in each specific case.

This periodic review and monitoring through the mechanisms indicated in this section is vital to identify the possible C/ST Risks that arise from the relationship with the Business Partners of Yara Industrial Colombia S.A.S. in the framework of national and international Business or Transactions, as well as for the review of the operation of the risk mitigation mechanisms that have been implemented in each case. or that they should be implemented in case of new findings.

27. DDI Update

All approved DDIs have a predefined validity period based on the Business Partner's risk level. To remain valid, the DDI will be updated within the established validity time.

The DDI update updates the trading partner risk assessment. The DDI update includes the following steps:

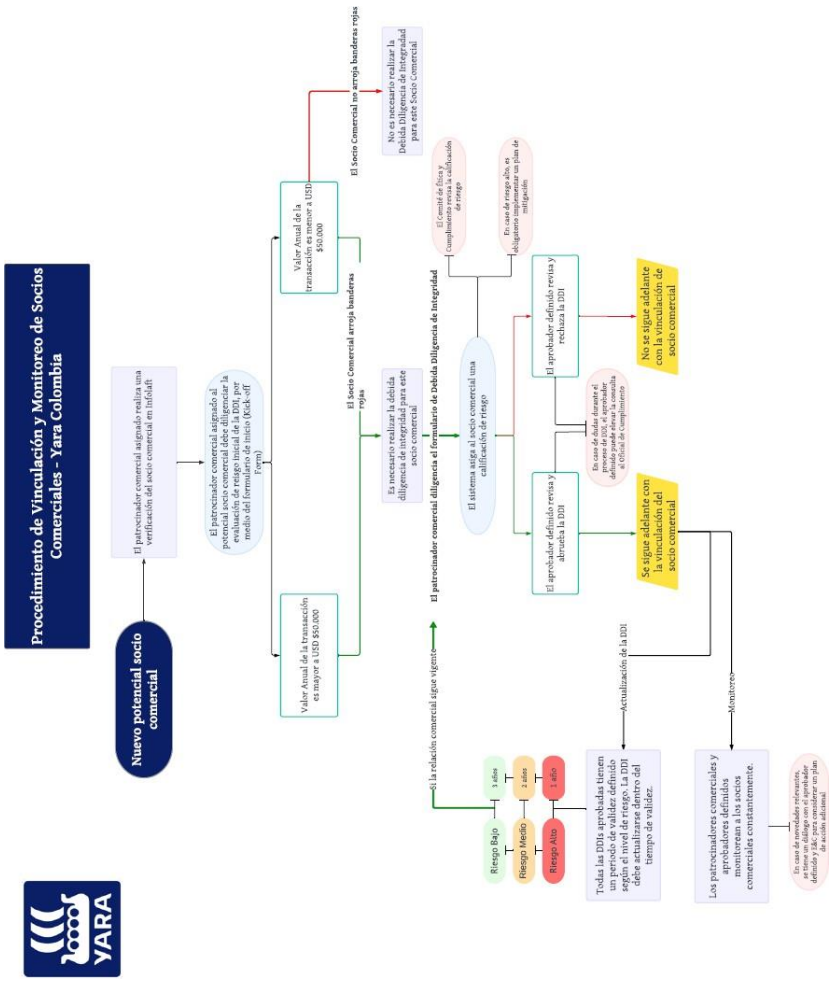
- The Commercial Sponsor receives a system-generated request to confirm whether the Business Partner's relationship is still active;
- The Business Partner is invited to complete a short DDI update questionnaire that focuses on potential changes in the business partner's risk picture;
- E&C reviews the responses to the questionnaire.
  - If there are no new risks and the risk exposure remains unchanged, the DDI update is automatically approved;
  - If there are new risks or risk exposure has changed, the defined approver is assigned to review and approve or reject the DDI update for the trading partner.
  -

Inherent Watering Level	DDI Update Frequency
Low	Every 3 years
Middle	Every 2 years
High	Annually

28. Data Protection in the DDI Process

The information under this procedure will be handled in accordance with all applicable laws and regulations. The relevant data privacy legislation in each jurisdiction will be complied with, as well as the guidelines set by the Norwegian Data Inspectorate. See YMS0-76-3303 Data Privacy in DDI for relevant data privacy legislation.

29. <u>Chart of the DDI procedure:</u>



PART VII: CAPITAL VALUE PROCESSES - *CAPITAL VALUE PROCESS* (*CVP*)

The purpose of this section is to describe the requirements and procedures for performing the *Capital Value Process (CVP*) with respect to potential and existing Contractors and Business Partners, as well as the monitoring of business relationships to detect ethics and integrity risks, for the following specific cases, which are exempt from Integrity Due Diligence (DDI):

- Delicate negotiations in which Yara's interest in the matter may be confidential.
- Mergers, acquisitions and divestitures.

The objective of the CVP is to maximize value creation and manage risk for Yara, ensuring that the basis for decisions to move forward with the Projects is appropriate and accurate, and that execution is managed and tracked in a systematic manner.

Given the profile of these transactions and their strategic importance to Yara Industrial Colombia S.A.S., the CVP process contains greater controls and requires a greater number of approvals to approve the business partner. Projects will be evaluated on various decision considerations at the Decision Gates (DGs), as set out in table 3.1 of document YMS0-76-3103, "Capital Value Process". The level of detail required for each decision consideration will vary depending on the type, size, and complexity of the project; For example, smaller or less complex projects may require less intense evaluation, or a complete project may require several additional considerations. Decision-makers should assess whether the Project has provided sufficient detail and has appropriate risk management considerations and/or mechanisms.

The information of each project and counterpart must be constantly updated during the approval process, being necessary to provide updated information during each approval step, in order to identify, map and mitigate any risk that may arise due to the project. Likewise, during the duration of the project, those in charge must carry out the corresponding periodic monitoring in order to foresee and/or identify possible C/ST risks, or the status and operation of mitigation actions, with the accompaniment of the Ethics and Compliance Committee and the Compliance Officer of Yara Industrial Colombia S.A.S..

Yara Industrial Colombia S.A.S. has defined a desired risk appetite for C/ST risks. When evaluating the strategic suitability of a project, decision-makers will need to consider how the Project relates to and affects (positively or negatively) Yara Industrial Colombia S.A.S.'s desired risk appetite. For many projects, the effect on Yara Industrial Colombia S.A.S.'s risk exposure may be limited, but in some cases, the effect may be significant enough to influence the final decision on whether or not the Project should proceed.

The identification and mitigation of key project and business risks are necessary to avoid the continuation of projects that could be detrimental to the future of Yara Industrial Colombia S.A.S. In the CVP, we distinguish between two types of risks: business risks and project risks.

- Business risks: Risks (or opportunities) that may affect the overall business case on which the

Project is based, i.e. impacting the financial and non-financial outcomes of the business case. These risks are the primary responsibility of the Project Owner.

- Project Risks: Risks (or opportunities) that may affect the time, cost, or quality associated with the delivery of the Project. These risks are the primary responsibility of the Project Manager.

Both the Project Manager and the Project Owner must take an active approach to overall risk management for the Project. The C/ST Risk Assessment to be evaluated by the Decision Makers will address two aspects:

1. The assessment of "current" residual risks (risk exposure taking into account currently implemented risk mitigation actions) and the anticipated effect of planned mitigation actions in the future.

2. The assessment of "current" residual risks should always be reviewed taking into account the Risk Matrix of Yara Industrial Colombia S.A.S.. It is also recommended to visualize the effect of future C/ST Risk mitigation actions.

The step-by-step of the CVP, the specific functions of the different levels of approval according to the type and scope of the project, and the additional considerations on the process are contained in document YMS0-76-3103, "Capital Value Process".

PART VIII: <u>DUE DILIGENCE ON EMPLOYEES AND CANDIDATES</u>

Yara Industrial Colombia S.A.S. conducts a Due Diligence process on all Employees and candidates during the recruitment and selection process.

The procedure in Colombia is based on Yara's Recruitment and Selection Policy for Latin America, adapted for Colombia's C/ST Risks.

Human Resources (HRBP or TAE) will collect the necessary information to request a socioeconomic study that includes a home visit to the pre-selected candidate according to the security matrix and sends the information to the Physical Security area to proceed with the study.

The study includes verification of the information provided by the applicant in the resume and/or job application and a background analysis. The security area will present a report that includes relevant or unjustified changes in the assets of the related personnel.

The security area will have a service level of 2 business days from the time of the request for human resources for the presentation of pre-approved and 5 business days for the final report.

In the event that a home visit is required in the socioeconomic study, it will be carried out by a specialized company duly authorized by the Superintendence of Private Surveillance.

The result of the visit is delivered to the Physical Security area in a format approved by the area coordinator, which must contain at least the following information:

1. Personal Information
2. Family Information
3. Academic Information
4. Employment information.
5. Place of residence information
6. Financial Information.
7. Judicial history
8. Personal references
9. Photographs of the house
10. Concept.

Human Resources will only make job offers to candidates who have been evaluated and approved by the safety area and/or have passed the criteria of the occupational medical examination to satisfy.

PART IX: <u>PARAMETERS FOR INTERNAL INVESTIGATIONS</u>

All internal investigations carried out in Yara for possible Acts of Corruption must follow the following parameters:

30. <u>General principles of internal research:</u>

1. ***Confidentiality:*** the information obtained throughout the investigation will be kept absolutely confidential. Only the Board members of the Administration, and the Compliance Officer shall have knowledge of the initiation, development, and consequences of the investigation. Exceptionally, and in compliance with the principle of coordination, the Compliance Officer will inform other Employees of the internal investigation.
2. ***Efficiency and effectiveness: Internal*** investigations must be carried out using adequate time and resources to be able to make decisions on possible Acts of Corruption in a prompt and accurate manner. Therefore, the Compliance Officer must make a plan to follow with certain times and topics to investigate in order not to waste the resources invested.
3. ***Prevalence of legality***: Internal investigations will be carried out with the aim of protecting the legality of all actions and activities of Yara. Decisions taken following internal investigations shall protect the law and shall take into account the interests of Yara and the protection of its Employees.
4. ***Coordination:*** The Compliance Officer may rely on the directors of the areas he deems appropriate to carry out internal investigations, especially in the areas of human resources and accounting.
5. ***Impartiality:*** The Compliance Officer will ensure that all internal investigations are conducted based on objective criteria, excluding any application or consideration of subjective criteria or beliefs. When a possible Act of Corruption by the Directors of the Administration becomes known, it will be informed so that it is the same body that takes the measures against the member involved to guarantee impartiality.
6. ***Information:*** The Ethics and Compliance Department or the Compliance Officer will continuously report to the Management of the Administration on the progress of internal investigations.

31. <u>Procedure for internal investigation of suspicious conduct reports</u>

Yara establishes a standardized, structured, and effective investigation procedure that guarantees the rights and protections of those involved and safeguards confidentiality.
Under this procedure, complaints of conduct allegedly violating the Transparency and Business Ethics Program, and other ethical and compliance matters, will be processed

in accordance with the guidelines of the Yara Code of Conduct.

All Employees, consultants and contractors of Yara Industrial Colombia S.A.S. are responsible for reporting any ethics and compliance matters of which they are aware. Yara's PTEE and Code of Conduct requires employees to report violations or potential violations of its compliance policies, law, regulation, and unethical behavior.

Reports should be made as soon as possible. It is not essential to present evidence. Reports must be made acting in good faith, in case of evidence of bad faith in a report, disciplinary measures will be taken.

These events can be reported to the line manager, compliance officer, Ethics and Compliance Department, or anonymously through the Company's ethics hotline. All complaints will be taken seriously and the facts will be investigated within a reasonable time. Yara does not give awards to whistleblowers. Internal investigations may also be initiated without complaints, by order of the executive management, by the appearance of news in the media, by audit findings, or by the observation of possible violations on a day-to-day basis, among others.

The protection and confidentiality of whistleblowers is guaranteed, if they so wish. No retaliation against whistleblowers will be tolerated; disciplinary actions will be applied.

All reported events must be escalated to the Regional Compliance Manager, the Ethics and Compliance Department, or the Compliance Officer, within 24 hours of becoming aware of them. Delays in escalating complaints will result in disciplinary action. Investigations will be led by the Compliance Officer and the Ethics and Compliance Department, or by local management, depending on the degree of priority according to the Company's guidelines.

Complaints should be reported to the Yara Compliance Officer, and to other Yara International authorities depending on the nature of the conduct reported. The Compliance Officer will determine the need to escalate the case to local authorities.

The Head of Investigations is responsible for prioritizing notifications based on the criteria defined in the prioritization matrix established by Yara Global. Escalation rules. Investigation and reporting will be applied according to the category of prioritization of the case (A, B or C).

The Head of Investigations will assign the investigation to an Investigating Party depending on the nature of the case, the areas involved and those responsible for each section of the Yara Code of Conduct and the PTEE.

The Ethics and Compliance Department and the Compliance Officer will provide support and

expert collaboration with the Investigating Party, and shall monitor compliance with the requirements of the internal investigation procedure, without prejudice to the independence and competence of the Investigating Party.

The Investigating Party will follow the following stages during its investigation:

1. **Preliminary Assessment:** The Investigating Party conducts an initial assessment of the complaints received, asking follow-up questions to the complainant, requesting evidence, participating in preliminary discussions, and conducting initial analytical procedures. The Preliminary Evaluation seeks to determine the validity and credibility of the allegation, as well as whether there is merit to proceed with a more detailed investigation. If the validity of the complaint is confirmed, the next stage of investigation planning proceeds; otherwise, the case is closed at this stage. The Chief of Investigations is responsible for approving this stage, and specific closure requirements are met if the complaint is deemed to be without merit.

2. **Research plan:** The Research Party establishes this plan detailing the actions, those responsible and deadlines. This plan is essential to guide the investigation and ensure a structured and effective response to ethical and compliance claims. Final approval from the CCO is crucial before proceeding with the detailed investigation.

3. **Investigation:** During this phase, the Investigating Party conducts interviews, reviews records and documentation, and, if necessary and legally permitted, conducts forensic investigations on electronically stored information. Internal communication is managed in a restricted manner to preserve confidentiality, and updates are provided as needed.

4. **Report:** After gathering evidence, the Investigating Party must prepare an Investigation Report that presents the facts in an objective and balanced manner, not including legal assessments. This report is submitted to the Compliance Officer for final approval, who will determine whether to grant access to the subject under investigation for the purpose of guaranteeing them the right to contradict. If necessary, disciplinary measures will be taken according to the Internal Work Regulations of Yara Industrial Colombia S.A.S. and the Disciplinary Directive of Yara at a global level, otherwise, the investigation phase concludes with closure communications to those involved and the appropriate filing of the documentation.

Any questions related to the internal investigation procedure should be directed to the Ethics and Compliance area or to the Compliance Officer of Yara Industrial Colombia S.A.S., through the ethics@yara.com

PART X: DOCUMENTATION AND BOOKING

32. ARCHIVING AND PRESERVATION OF DOCUMENTS

All documents and physical and original supports on the execution and compliance of this Program, whether of an internal nature, external reports from competent authorities, evidentiary material collected during the investigations, minutes of the Shareholders' Meeting, authorizations of the Directors on the Program, among others, must be kept and safeguarded in physical files for a period of ten (10) years from the date of the respective entry. After this period of time, documents and media may be destroyed provided that, by any appropriate technical digital means, their exact reproduction is guaranteed.

33. DUTY OF CONFIDENTIALITY

The information obtained in the development of the procedures and practices that make up the Program is confidential information owned by the Company, and is subject to confidentiality, which means that it can only be known by the Company's officials, or by the competent authorities upon request.

Therefore, all Associates, Officers, Employees, and Contractors and Business Partners of the Company who have responsibilities assigned by this Program, are under the obligation to safeguard and limit the use of the information obtained in the development of the Program, and to use it for the purposes strictly established.

PART XI: OTHERS

34. VALIDITY
This Program comes into force as of November 24, 2023.

From the moment of its approval, this Program will be available for consultation by all Employees, Associates, Contractors and Business Partners and third parties linked to Yara.

Likewise, any modification, addition or elimination of the provisions contained in this Program will be efficiently informed through the same mechanism in which it is available.

35. AVAILABILITY AND LANGUAGES

This document is available for consultation on the web: https://www.yara.com.co/terminos-y-condiciones/

This document will be translated into the languages of the major jurisdictions in which Yara International conducts International Business or Transactions, in order to allow counterparties to be aware of the Company's C/ST risk management policies

36. TABLE OF POLICIES AND PROCEDURES APPLICABLE TO YARA INDUSTRIAL COLOMBIA S.A.S.

The following documents are annexes to the PTEE and are understood to be expressly incorporated into this document; the policies, procedures and rules of these documents are mandatory for effective management of the C/ST Risk. The application of these Compliance Policies must be articulated at all times with the provisions of this PTEE.

ID of the document	Policy/Program Name
[redacted]	Yara Code of Conduct
YMS0-76-3287	Integrity Due Diligence
YMS0-76-3103	*Capital Value Process (CVP)*
W2SXEZDQ4QJA-44-269	LATAM - Restrictive List Reference Manual
[redacted]	Presentation "Interacting with Public Officials"
	Ethics and Compliance Commitment
YMS0-1801718624-1464	LATAM – Internal Audit Procedure
YMS0-76-3304	Country Risk Rating Guide
YMS0-76-3316	Bid Form
YMS0-1801718624-507	Recruitment and Selection Policy
[redacted]	Yara Business Partner Code of Conduct
	Risk Matrix of Yara Industrial Colombia S.A.S.
	PTEE Compliance Audit Checklist
	Procedure for the Delivery of Donations

* * * *