

 <b>DRUMMOND LTD.</b> <small>COLOMBIA</small>	<b>INTEGRATED MANAGEMENT SYSTEM</b>	SIG - 4850
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## INTERNAL POLICY FOR REMOTE WORK

### CODE: SIG- 4850

For DLTD, it is very important that each employee develops the task for which they were hired in compliance with that established by law and our Occupational Safety and Health Management System (SGSSST). For this reason, this new work modality at Drummond Ltd. includes obligations and responsibilities both for the company and for the employees, with the purpose of developing Remote Work in a safe and productive way, as follows:

**RIGHTS OF REMOTE EMPLOYEES:** Remote employees will have the same rights, obligations, and guarantees as all employees, as long as they are compatible. The Remote Employee will not lose any right for working under this condition. Equal treatment includes:

- To constitute or become affiliated to the organizations he/she may chose and participate in their activities.
- Protection to avoid discrimination at work.
- Protection in matters of social security (General Pension System, General Social Security System, and Labor Risks), in compliance with Law 100 of 1993, and the norms that modify or add to it, or in the provisions that regulate the special regimes.
- Compensation.
- Access to education and training.
- Maternity protection. Employees will have the right to return to the same position or equivalent one with the same compensation, at the end of their maternity leave.
- The option of presenting requests to COPASST.
- The option of presenting work abuse claims, whether through the Claims channel made available by Drummond Ltd. or directly to the Human Resources department at each location or the Labor Coexistence Committee.
- The option of presenting requirements or announcements to the Human Resources Department, including reports related to accidents or work related illnesses.

**OBLIGATIONS OF THE REMOTE EMPLOYEE:** Without prejudice that the remote employee must comply with the other obligations and duties stipulated in the company policies/regulations/procedures, its work contract and the Internal Work Regulation, in particular, whoever works as Remote Employee must comply with the following obligations:

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1. Participate in the prevention and promotion activities organized by the company, the Safety Joint Committee, and participate in virtual health and prevention activities organized by Drummond Ltd. or the ARL, complying with the obligations established in the legislation of the Labor Risk General System.
2. Comply with the norms, regulations, and instructions of the company's Safety at Work Management System, and follow the recommendations provided by Drummond Ltd. and the ARL.
3. Seek out the integral care for health, as well as supply Drummond Ltd. with clear, true, and complete information about any change in the employee's physical or mental health that could affect his/her capacity to work.
4. Participate in occupational risk prevention activities, report work accidents and incidents and occupational illnesses.
5. Follow the instructions regarding the use and appropriation of information and communication technologies, as well as in relation to digital security, issued by Drummond Ltd.
6. Provide truthful information about the workplace, as well as any changes that may occur.
7. Return the equipment and tools provided by Drummond Ltd. for the performance of duties, in the condition in which they were received, except for deterioration due to normal use, at the employment contract termination or at the end of the remote work modality.
8. Efficiently comply with the activities and established goals, presenting any reports that are required, and responsibly managing the information for which they are responsible .
9. Comply with the same activities and results that are conducted in person, with the expected quality and timeliness.
10. Participate in the training that is required for the proper performance of their work, which can be done virtually.
11. Participate in sessions and wellness activities, training and incentives developed by the company.
12. Avoid communicating to third parties, except with express and written authorization from Drummond Ltd. or by order of the competent authorities, the information it has related to the work, whose origin comes from information technologies supplied by Drummond Ltd. Specially regarding matters of reserved nature and/or whose dissemination may cause harm to the company or the persons to whom the service is provided, which does not preclude reporting common crimes or violations of the contract or of the legal labor regulations before the competent authorities.
13. Comply with the rules and policies indicated by Drummond Ltd. on the use of computer resources to conduct the work as a Remote Employee.
14. Ensure the security of the equipment used to conduct Remote Work, as well as ensure the security of the information contained therein.

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15. Be accountable for the proper use of computer resources (hardware, software, documentation, supplies, etc.) that are assigned according to the tasks established by the company.
16. Report to Drummond Ltd., as soon as possible, about unusual events that arise with the information and physical resources assigned to the employee by virtue of Remote Work, in order to avoid damage to the company.
17. Use the computer services and equipment assigned to the employee by virtue of Remote Work for issues that correspond exclusively to the development of the contracted work.
18. Do not share usernames and/or personal passwords of the company that have been given to you to work remotely.
19. Avoid impacting the control, monitoring, and/or audit of the information that rests on any type of tools that Drummond Ltd. has provided to conduct its functions, whether in physical or electronic means, control that does not require prior authorization from the remote employee, but which in any case must be previously authorized in writing by Drummond Ltd. and conducted by the official appointed by the company for this purpose.
20. Preserve, maintain and restore in good condition, except for natural and reasonable wear, at the time Drummond Ltd. requests it, the instruments, computer equipment, and tools that have been supplied for the provision of its services.
21. Follow Drummond Ltd.'s orders in terms of the complete and partial renewal of the access conditions to the informational resources related to its functions.
22. Avoid using the equipment, elements, programs, or informational services that Drummond Ltd. supplies in development of the remote work, in activities different than the ones assigned by the company.
23. Timely present the reports of any type requested by Drummond Ltd. or its representatives, on the dates and under the conditions required.
24. Timely inform Drummond Ltd. of any updates that may arise in relation to licenses or programs that have been installed in the equipment supplied to develop the work contracted.
25. Report to the workplace when the company requires it (see clause 11 of the Company obligations).
26. Maintain absolute confidentiality of Drummond Ltd.'s information related to work activities.
27. Do not consent or allow, without previous written authorization from Drummond Ltd. and/or its representatives, for third parties to have access to equipment owned by the company, nor the information that lies therein.
28. Keep updated, and with accurate information, the information storage systems and/or data bases used by Drummond Ltd., with the purpose of having control of the data managed by the company.

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29. Do not exceed the legal maximum work shift or the one agreed by the parties, without prior and written authorization from Drummond Ltd., according to the remote work modality signed between the parties.
30. Maintain in a safe way, and in compliance with the informational policies established by the company, the information used for the development of its tasks.
31. Refrain from the inadequate use of any type of information to which it has access, and that may be considered as intellectual property.
32. Comply with the intellectual property regulations in relation to the information to which it has access to by virtue of its status as remote employee.
33. Follow, attend, and respect all the additional special conditions that Drummond Ltd. indicates to have remote work within the company.

**REMOTE EMPLOYEE PROHIBITIONS:** Without prejudice that the remote employee must comply with the other norms stipulated in the company's policies/regulations/procedures, its employment contract, and in the Internal Work Regulations, in particular, whoever conducts remote work is prohibited from:

1. Using the programs, equipment, or informational tools supplied by the company in activities different from those for which it was contracted.
2. Disseminate to third parties, without prior and written authorization from Drummond Ltd. and/or its representatives, information related to hardware, software, configurations, databases, users, passwords, and other information involved with the provision of the service.
3. Allow third parties, except with prior and written authorization from Drummond Ltd. and/or its representatives, access to equipment that have been supplied in occasion of its work.
4. Modify, add, or suppress software or hardware that has been supplied by the company, without the prior and written authorization by Drummond Ltd. and/or its representatives.
5. Reveal data, reports, documents, or notes of reserved nature related to the company, without prior and written authorization by Drummond Ltd. and/or its representatives.
6. Modify, add, or suppress software or hardware supplied by the company, without the compliance of the procedures and standards stated by Drummond Ltd., in those cases in which the remote employee has been authorized to do so.
7. Erase any type of file from the databases, without the company's prior and written authorization.
8. Refrain from following, attending, respecting all the additional special conditions that Drummond Ltd. may indicate to operate remote work within the company.

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**COMPANY OBLIGATIONS:**

1. Fill out the form adopted for the development of the remote work, supplied by the ARL.
2. Inform the ARL of the remote work modality chosen. In case of supplementary and autonomous work, inform the location chosen for the execution of the functions, as well as any modification thereto. In the case of mobile remote work, inform the conditions in which the contracted work will be conducted. For any remote work modality, Drummond Ltd. will indicate the applicable weekly working hours, the type of risk that corresponds to the tasks to be executed, and the risk class that corresponds to the company.
3. Include remote work in its methodology for identification, assessment, valuation, and control of hazards and risks of the company, adopting the actions needed according to the annual Work Plan of the Occupational Safety and Health Management System.
4. Inform the employees of the communication mechanisms to report any novelty derived from the performance of remote work and train the employees or workers on occupational accident or occupational illness reporting.
5. Supply the remote employee the adequate work equipment and tools for the tasks to be performed and guarantee they receive the training on all the risks derived from the use of the informational equipment. In any case, as long as it is agreed, the employees may utilize their own equipment and tools for work.
6. Promote the protection and respect of the remote employee's human dignity in terms of access to information, the right to intimacy, and privacy.
7. Guarantee the right to disconnect from work and avoid the impacts that could result over the mental health and emotional balance of remote employees, according to that established in Law 2191 from 2022 and the norms that modify, substitute, or add to it.
8. Order the performance of occupational medical evaluations, according to that established in Resolution 2346 from 2007 or the norms that modify, add, or substitute it. The occupational medical evaluations may be conducted through telemedicine according to that established in Law 1419 from 2010, Resolution No. 2654 from 2019, and those by the Health and Social Protection Ministry, or any that modify or substitutes them.
9. Train the employee in the implementation of the modality, in prevention and promotion activities for labor risks, mainly in self-care of their mental health, and economic or biomechanical risk factors, as well as the use and appropriation of information technologies and digital safety for remote work. Training may be virtual.
10. Drummond Ltd. must inform the remote employee about the restriction of use for the informational equipment and programs, the current legislation in matters of personal

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data protection, intellectual property, information safety, and in general, the sanctions that could result from their violation.

11. Inform the employees that they must report to their work site minimum 24 hours in advance when they are not schedule to be on site.
12. Conduct actions in matters of wellbeing and training of the remote employee, within the framework of the training and wellbeing plan implemented by the company.
13. Inform the Ministry of Labor of the number of remote employees, filling out the form made available by this entity for this purpose.

**ACCESS TO THE REMOTE WORK PROGRAM:** Persons who occupy administrative positions at Drummond Ltd. Colombia, as well as some of the positions in the support area for our operations, may be eligible to provide their services under the supplementary Remote Work modality, with prior authorization from the Vice-President of their corresponding area.

**REMOTE WORK FLEXIBILITY:** The parties will be flexible with respect to the time and mode of performing the contracted work, as long as the weekly working hours established for the employee are met. To this end, the schemes for compliance and monitoring of functions, as well as work delivery times and execution of tasks may be agreed upon. Flexibility in meeting the schedule may not affect the effective rest of remote workers.

If the remote employee has to change the normal work location where it performs the work, this must be communicated to the company in writing and with a minimum of one month in advance. In this case, the company reserves the right to assess and reconsider if the new location of the remote employee meets sufficient suitability conditions to continue developing the tasks in the remote work modality.

**REVERSIBILITY:** Due to the condition of reversibility, inherent to the implicit characteristics of remote work, the company may terminate the remote work situation.

If the remote employee began to work for the first time at the company under a remote work contract, it may not require integration to the in-person modality.

**SPACE TO DEVELOP REMOTE WORK:** The remote employee will conduct its functions according to the declaration he/she makes of the remote work policy, at its place of residence, which has essential public services, an internet connection, chairs, and tables that allow him/her to work in a comfortable and ergonomic way under the precepts of self-care.

**INTELLECTUAL PROPERTY:** Inventions and original works of authorship (including discoveries, ideas, improvements, software, hardware or system designs, whether patentable/registrable or

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not), conceived or made by the remote employee during the execution of the remote work agreement or contract and which somehow related to the object thereof, belong to the company.

**USE OF SOFTWARE:** The company has a license for all the software programs it uses. The remote employee is not the owner of this software or its manuals, and unless it is authorized by the software manufacturer, it does not have the right to reproduce them. In terms of the use of networks or corporate licenses for the equipment, the remote employee, knowing of any inadequate use of the software, must notify of this fact to his corresponding hierarchical superior. The remote employee may not make, buy, or use unauthorized copies of the software, this violation of this prohibition resulting in just cause to unilaterally terminate the contract or agreement by DLTD. Likewise, the remote employee is forbidden from the use of computer equipment and the corresponding software for the elaboration of any personal work.

**CONFIDENTIALITY AND UNLAWFUL COMPETITION:** The remote employee will refrain, during the term of the contract or agreement and after its termination for any cause, from revealing, supplying, selling, leasing, publishing, copying, reproducing, removing, disposing, transferring, and in general using, directly or indirectly, in its own favor or that of others, totally or partially, for any purpose whatsoever, the confidential information or intellectual property of the company, its subsidiaries, affiliates, or natural or legal persons related thereto, and/or clients or affiliates of the company, to which it has access or of whom it has knowledge in development of its position or in occasion thereof, without prior, express, and written authorization from DLTD for this purpose, particularly in that related to the information contained in the company's data bases. Additionally, the remote employee will refrain during the term of the remote work contract or agreement, and after its termination for any event, from conducting behaviors that constitute actions of unlawful competition.

**USE OF CORPORATE EMAIL:** The email account assigned by the company to the remote employee is a tool that must be exclusively used for work purposes, and therefore, the information that circulates by this means will be confidential material and owned by the company. As a result, the company will audit this tool, as well as any other work tool that is provided to the employee.