



Appendix - CEMEX Corporate Clauses

1 . The non-disclosure of confidential information

Each party agrees that any information about quotations, concepts, business proposals and/or marketing brand strategies, projects and creative concepts, technical data, Web designs, trade secrets and know-how, research, product plans, products, technical requirements , software, programming techniques, algorithms, services, suppliers, lists of suppliers, customers, staff lists, customer lists, markets, development, inventions, processes, technology, designs, drawings, engineering, techniques, information about the hardware configuration, marketing, forecasts, business strategy, finance or other business information of the other party disclosed by one party (the "disclosing party") to the other party ("receiving party") and set out in writing as confidential ("confidential information") shall not, without the consent of the disclosing party, be disclosed to any other third party or used by the receiving party for their own benefit except in the cases provided for in this agreement. The receiving party will protect the confidentiality of the confidential information with at least the same measures apply to protect its own confidential information of a similar nature, and limit access to confidential information to its employees according to actual needs. The receiving party hereby agrees to provide, by contract, or otherwise, respect these confidentiality obligations by its employees, who have permission to access or use of the confidential information of the disclosing party.

Nothing in this agreement will be limited to use by any party of the information (including, but not limited to, ideas, concepts, know-how, techniques, and methods): (a) that is or becomes publicly available without breach of this agreement, (b) independently developed by it, (c) previously known without obligations of confidentiality, or (d) acquired it from a third party that is not , to its knowledge, the obligation to maintain confidentiality with respect to such information. Where either party will receive a subpoena as a witness or any other validly issued administrative or judicial subpoena requesting disclose inside information, the receiving party shall promptly notify the Disclosing Party of such notice and will help The disclosing party (upon request of the disclosing party) in obtaining a protective order or lawful attempt to avoid or otherwise limit the extent of such disclosure and maintenance of any disclosed Information as confidential. Confidential information will be returned or destroyed in the earlier of the following dates: (i) the termination of the services, or (ii) the request of the disclosing party.

The receiving party agrees that in the event of a breach or threatened breach of confidentiality referred to in this agreement, the monetary damages will not be a sufficient remedy for any breach or threatened breach of this agreement and therefore, the disclosing party shall be entitled to use the special powers in this request court orders or granting its fair compensation as a remedy for any such breach. Such remedy will not, moreover, be considered to be the exclusive remedy of the disclosing party, but will be in addition to all other available remedies referred to established or usual law.

2. Anticorruption

Each party represents, warrants and covenants that, with respect to the subject matter hereof, (i) it has not offered, promised, made or authorized to be made, or provided any bribe or undue payment; nor has it (ii) made or promised any payment in violation of any international anti-



corruption laws (including, but without being limited to, the Foreign Corrupt Practices Act (“FCPA”) and the UK Bribery Act 2010), as well as any applicable local laws of adoption of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and other applicable anti-corruption laws.

Each party further represents, warrants and covenants that it will abstain from, and will cause its affiliates, subcontractors or employees to abstain from offering, promising or making, with respect to this Agreement, any contribution, thing of value or gift, or any other type of undue payment to, or for the private use of, directly or indirectly, to (i) any public official or government employee (including the employees of government entities or those controlled by a government); (ii) any political party, an official of a political party or any person running for public office; (iii) any public international organization; (iv) any third party that has a commercial relationship with parties; or (v) any intermediary who may act as a front man for any of the persons and entities mentioned in (i) through (iv) above, for the purpose of influencing or inducing any act or decision to secure an improper advantage in connection with, or in any way relating to any government authorization or approval involving parties, or the obtaining or retention of business by parties.

3. The human rights

Each party represents and warrants that it complies with and will continue to respect all internationally recognized human rights (including, but not limited to, the Universal Declaration of human rights and the International Labor Organization Declaration on fundamental principles and rights at work), and provides no complicity now and in the future as a direct or indirect abuse of all human rights without exception, regardless of whether they are implemented by the Government or any other entity whether the party knew or should have known about its contributing to such abuse. Each party shall take the necessary measures to ensure the direct and indirect compliance with the commitments.

4. Work

Each party represents and warrants that in connection with this agreement, directly or indirectly, (i) not used and will not use slave labor, forced or compulsory in any form and/or (ii) engaged and will not involve children below the appropriate minimum age for employment in all international labour standards and applicable national laws relating to child labour, regardless of whether the party knew or should have known about its contributing to such behavior. Each party shall take the necessary measures to ensure the direct and indirect compliance with the commitments.

5. Natural Environment

In the performance of all activities related to this Agreement, each party declares and guarantees compliance with all applicable regulations regarding the natural environment, disposal of materials, emission of chemicals, gases and other substances or materials into the environment, or the presence of such materials, chemicals, gases and other substances. on their plants and / or the plants of its affiliated entities when they have an actual or potential significant influence over any



activities related to this Agreement. The parties acknowledge and agree that they will not consider a breach of the Agreement if any environmental breach can and will be remedied within 30 days of its occurrence.

6. Occupational Health and Safety

The Contractor / Service Provider and all its subcontractors represent and warrant compliance with all applicable laws, CEMEX requirements, approved codes of conduct and industry practices related to health and safety. The parties confirm that they have implemented an Occupational Health and Safety program, which defines the arrangements for: identification, management and control of hazards and risks related to the activity / services provided, training and certification of employees, formal introduction and permitting processes prior to the commencement of work, reporting of all accidents and near misses, periodic audits of compliance with occupational health and safety rules and the effectiveness of work safety and health arrangements.

7. Consequences of breach of any of the proposed clauses

Regardless of any other provision of the agreement, any misrepresentation or breach of the six previous arrangements by a party shall constitute a material breach of the terms of the agreement, granting the other side of the non-defaulting party to terminate it unilaterally with immediate effect Agreement. This will be in addition to and not be overwrites any other rights and remedies under the Agreement.