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Purpose

To promote an organization committed to the highest level of integrity, where all GRUMA Members and Related External Parties acting on behalf of GRUMA perform their activities ethically, honestly, and in strict compliance with applicable laws, establishing guidelines, responsibilities, and obligations so that they understand and comply with Anti-Corruption Laws and internal policies when carrying out their daily activities, when doing business, when interacting with Related External Parties or Public Servants, and in all relationships that may arise in the ordinary course of the Company's operations, both in the public and private sectors, thus preventing the risks of incurring in Acts of Corruption and their possible legal, commercial and reputational consequences.

Issuing Area

GRUMA's Audit Committee.

Scope

This policy is of general application to all GRUMA Members and Related External Parties acting on behalf of GRUMA, regardless of where they are located, and its application includes all locations where GRUMA conducts business and is supplemented by the Code of Ethics and such policies and procedures, if any, as may be authorized by GRUMA.

GRUMA expects that, in the ordinary course of business, all Related Parties who by virtue of their duties interact or maintain a relationship with GRUMA or GRUMA Members will comply fully with this Policy at all times.

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I. Policy

GRUMA is committed to the ethical conduct of its operations under the fundamental values of integrity, honesty, and legality, as well as to compliance with the anti-corruption law framework applicable in all locations in which it conducts business. To this end, GRUMA has established a standard of no tolerance for Acts or Events of Corruption, and through this Policy seeks to promote the correct behavior of all GRUMA Members and Related External Parties, in order to ensure compliance with all applicable Anti-corruption Laws and thus prevent Acts of Corruption in GRUMA's operations globally, both in the public and private sectors.

GRUMA will not tolerate conduct that constitutes Acts of Corruption. Therefore, all GRUMA Members and Related External Parties must act with integrity, honesty, and legality, avoiding any conduct that may be interpreted as tending to, and/or constituting, Acts of Corruption.

It is the responsibility and obligation of all GRUMA Members to participate in anti-corruption training and to report, either through the Whistleblower System available in the country in which they are located, or directly to any of the persons identified in the International Corporate Whistleblower Procedure, any conduct or action by any GRUMA Member, Related External Party and/or Public Servant, of which they become aware and which they believe in good faith to be, or have reasonable grounds to believe may be, contrary to the guidelines, standards and principles of this Policy and the Code of Ethics.

II. Definitions

Act(s) of Corruption

Means (i) any act, omission or fact of a Public Servant that constitutes a crime or administrative offense in matters of Corruption in accordance with the Anti-corruption Laws; (ii) any act, omission or fact of a Private Individual, linked to crimes or administrative offenses of Public Servants in matters of Corruption in accordance with the Anti-corruption Laws, such as Bribery, Illicit Participation in Administrative Proceedings, Influence Trafficking, Use of False Information, Collusion, Misuse of Public Resources, Improper Hiring of Former Public Servants, among others; (iii) any act, omission or fact of a Private Individual against another Private Individual in matters of Corruption prohibited by the Anti-corruption Laws; and (iv) any other conduct identified as unlawful in the area of Corruption by the Anti-corruption Laws.

Anti-corruption Laws

Includes, but is not limited to, the General Law of Administrative Responsibilities and other anti-corruption laws in Mexico, the U.S. Foreign Corrupt Practices Act, the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.K. Bribery Act 2010, and all similar anti-bribery and corruption laws in force in countries where GRUMA does business and has operations.

Blacklists

Refers to available domestic and international databases that can be consulted publicly or by paying for the service or license, for the identification of Private Individuals, corporations, and Governments linked to tax evasion, money laundering, and terrorist financing, among others.



Bribery

Means the promise, offering, or giving of any Thing of Value to a Public Servant or his or her relatives, directly or indirectly, or the acceptance of a request for any Thing of Value by a Public Servant or his or her relatives, with the intention that such Public Servant performs or refrains from performing an act related to the performance and fulfillment of his official duties or those of another Public Servant, or abuses his influence, with the purpose of obtaining or maintaining, for oneself or for a third party, an Undue Advantage or Benefit, regardless of the acceptance of the Public Servant or the result obtained.

Code of Ethics

Means the document that establishes the standards of conduct that GRUMA Members shall always observe in the performance of their duties, which shall serve as a guide for transparent decision-making and adherence to the concept of ethical responsibility that governs them as Members of GRUMA, which may be consulted at <https://www.gruma.com/en/investors/investors-gruma/corporate-governance/bylaws-and-code-of-ethics.aspx>

Collusion

Means the execution between two or more Private Individuals, in matters of public contracting with the Government, of actions that imply or have the purpose or effect of obtaining an Undue Advantage or Benefit in public contracting of a federal, local or municipal nature of the Governments, as well as the agreement or execution of contracts, agreements, arrangements or combinations between competitors, whose purpose or effect is to obtain an Undue Advantage or Benefit or cause damage to the public treasury or the assets of the public entities.

Corporate Legal Area

It is comprised by the Chief Legal Officer and the Deputy Directors' Offices, Managers' Offices, Head Offices and Assistants, directly or indirectly reporting to such position, and whose seat is found at the corporate offices of GRUMA in Monterrey, State of Nuevo León, Mexico, without their main duty being the provision of legal services to one Division in particular.

Corruption

Means the abuse or misuse of an entrusted position, in the public or private sector, to obtain or grant Undue Advantages or Benefits.

Director

Means any person who is a member of GRUMA's Board of Directors.

Divisional Legal Area

Means the area composed of the Legal Vice-Presidents, and/or the Managers, and/or the Analysts, and/or the Assistants, who report directly or indirectly to the General Counsel, and whose main functions are to provide legal services to any of the Divisions of Gruma in Mexico, the United States, Europe, the Middle East and Africa, Central America, and Asia and Oceania.

Donations

Means gratuitous and voluntary contributions, in cash or in kind, made by an Individual, generally as an act of commitment to the community, without political purposes and without expectation of any retribution.

Employee

Means any person who has an employment relationship with GRUMA, whether through an indefinite-term employment contract or any other type of relationship that implies labor subordination.

Entertainment

Means social, sporting, cultural, or entertainment activities or events.

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External Related

Means any individual or legal entity (such as a company, among others), national or foreign, that has a contractual, professional, or business relationship with GRUMA, other than an employment relationship, such as, but not limited to, advisors, consultants, auditors, suppliers, distributors, clients, intermediaries, service providers, contractors, associations, organizations, members, beneficiaries, and benefactors.

Facilitation Payments

Means that payment or delivery of any Thing of Value, which is given, directly or indirectly, to a Public Servant as a gratuity to facilitate, secure or expedite a non-discretionary action or service of the Public Servant, including routine governmental procedures or formalities to which the Public Servant is entitled.

Gift(s)

Means any item of value or benefit given to a person as a symbol of esteem or friendship without expectation of receiving anything in return, where the recipient receives it free of charge or at below market value. Promotional items bearing any of GRUMA's trademarks and having a value of less than USD\$50.00 (Fifty United States Dollars 00/100 or its equivalent in any other currency), as well as those given by GRUMA to GRUMA Members and those given among GRUMA Members, are not considered Gifts under this Policy.

Government(s)

Includes, but is not limited to, national, state, and local Governments of any country or state; departments; bodies; agencies; instrumentalities of any Government; state entities or state-controlled entities; public international organizations; and political parties. It also refers to any entity in which (a) a Government has a 50% or greater ownership interest in the entity, or provides 50% or more of the entity's capital, or (b) the Government owns less than 50% of the shares and provides less than 50% of the capital but controls the operation of the entity.

GRUMA or the Company

Means Gruma, S.A.B. de C.V. and its affiliates or subsidiaries, as the context may require.

GRUMA Member(s)

Means Directors and Employees of GRUMA.

Improper Hiring of Former Public Officials

Means the hiring, by a Private Individual, of a person who has been a Public Servant during the previous calendar year, who possesses privileged information that he/she has directly acquired by reason of his/her employment, position, or commission in the public service, and directly allows the contracting party to benefit in the market or place him/herself in an advantageous situation in relation to his/her competitors.

Influence Peddling

Means the use by a Private Individual of his influence, economic or political power, real or fictitious, over any Public Servant, with the purpose of obtaining for himself or for a third party an Undue Advantage or Benefit, or to cause harm to any person or to the Public Service, regardless of the acceptance of the Public Servant or the result obtained.

Legal Area

Means any of the Corporate Office Legal Area or the Divisional Legal Area, as applicable.



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Lobbying

Lobbying means the process by which an individual, in compliance with the corresponding legislation, makes public his or her opinion on a Government project or action at all levels, directly or indirectly through business or international, public or private organizations, as well as business chambers, trade associations and the media, with the intention of supporting the Government with objective information, previous experience, or international comparisons that serve to enrich the project or action, as well as any activity intended to influence, within the legal framework, legislation or the formation of public policies, through any form of promotion.

Meals

Means business or working meals.

Misuse of Public Resources

Means the performance by a Private Individual of acts through which he/she appropriates, makes improper use of, or deviates from the purpose for which the public resources of a Government, whether material, human or financial, are intended, when for any circumstance he/she manages, receives, administers, or has access to these resources.

Political Contributions

Means direct or indirect contributions, of any Thing of Value, to support political parties, political party officials, candidates for elected office, or those who have already been elected.

Private Individual

Means any individual or legal entity (such as companies, associations, organizations) other than a Public Servant.

Public Servant (s)

Means persons who hold a job, position or commission in the public entities of any Government, whether national or foreign, at the federal or local level, including, without limitation, any employee, advisor or agent related to a Government body, elected or appointed as a member of the Executive, Law and Judicial Branches, autonomous constitutional bodies, companies in which the State has a stake or research agencies, belonging to any level of Government (federal, national, state, provincial or municipal), any political party, official of a political party or candidates for any public office, national or foreign, or any public international organization integrated or constituted by two or more Governments as members. This definition includes former Government officials, family members and any person under private law acting in an official capacity for or on behalf of any of the aforementioned natural or legal persons.

Subsidiaries

Means all those legal entities that GRUMA controls, directly or indirectly, as well as those legal entities in which GRUMA has a significant influence by virtue of having the ownership of rights that allow, directly or indirectly, to exercise the vote in respect of at least twenty percent of the capital stock of such legal entities.

Thing(s) of Value

Includes, but is not limited to: cash and cash equivalents (e.g., checks, money orders, Gift cards, etc.), securities, real or personal property, products, raw materials, discounts on products and services not available to the public, disposal at a price significantly below market value, donations, Gifts, Meals, entertainment, Travel, lodging, employment, and any other benefit or thing of tangible or intangible value (e.g., a personal favor, an offer or promise of employment, any type of concession in a contract, forgiveness of debts, or the use of equipment).

Travel

Means airline tickets, transportation, and lodging.

**Undue Advantage or Benefit**

Means any advantage or benefit of any kind, including economic, commercial, or legal, to which one is not entitled, or which could not be obtained or maintained without resorting to Corrupt Acts of Corruption. By way of illustration but not limitation, includes obtaining or retaining business, contracts, rights, permits, licenses, titles, concessions, authorizations, dispensations, information, or any other advantage or benefit, in all cases unlawfully, or attempting to evade the application of, or compliance with, applicable laws or regulations.

Unlawful Participation in Administrative Proceedings

Means the acts or omissions of a Private Individual to participate in administrative procedures of the Government, whether federal, local, or municipal, notwithstanding that by provision of law or resolution of a competent authority, the Private Individual is prevented or disqualified from doing so.

Use of False Information

Means the presentation by an Individual of false or altered documentation or information, or the simulation of compliance with requirements or rules established in the administrative procedures of a Government, with the purpose of achieving an Undue Advantage or Benefit.

Whistleblower System

Means the electronic and/or telephonic media platform enabled by GRUMA in each particular country in which it operates, for the submission, receipt, and handling of complaints, reports, disclosures, notifications, and/or any information provided in good faith by a GRUMA Member or any third party, regarding practices or conduct that it believes are or may be illegal or inappropriate in connection with operations, GRUMA's operating guidelines and policies, its system of internal control, internal auditing, accounting and record keeping, as well as in connection with conduct or actions that are or may be deemed to be in violation of the Code of Ethics or applicable law, including Acts of Corruption.

III. Guidelines

A. Prohibited Conduct

1. Acts of Corruption are prohibited at GRUMA. Accordingly, GRUMA expects that, in the ordinary course of its operations, all GRUMA Members, as well as all Related External Parties who by virtue of their duties interact or maintain a relationship with it or with GRUMA Members, will at all times conduct themselves with professionalism and integrity, and will appropriately handle any situation that constitutes or may constitute an Act or Acts of Corruption, in accordance with the provisions of this Policy, the Code of Ethics, and related procedures.
2. GRUMA Members and Related External Parties acting in the name and on behalf of GRUMA must not perform any act or incur in any omission or act that constitutes or could constitute (i) Bribery, Unlawful Participation in Administrative Proceedings, Influence Peddling, Use of False Information, Collusion, Misuse of Public Resources, Improper Hiring of Former Public Servants, among others; (ii) any act, omission or fact of a Private Individual against another Private Individual in matters of Corruption prohibited by the Anti-corruption Laws; or (iii) any other conduct identified as unlawful in the field of Corruption by the Anti-corruption Laws.
3. GRUMA Members and Related Third Parties acting on behalf of GRUMA must refrain from promising, offering, giving, delivering, soliciting, or accepting, either directly or indirectly, any Thing of Value to or from a Public Official or Private Individual that will or could result in obtaining an Undue Advantage or Benefit for GRUMA, any of them, or any Private Individual.



4. It is prohibited to use GRUMA's property or assets in contravention of the Anti-corruption Laws, the Code of Ethics, and this Policy.
5. The prohibitions set forth in this Policy apply to all Related Third Parties, including those whose services are contracted by GRUMA to interact with Public Servants on behalf of GRUMA, as well as to Private Individuals who are subcontracted by Related Third Parties to provide services contracted by GRUMA. They also apply to Related Parties consisting of trade associations or chambers of commerce in which GRUMA is a member or participates.

B. Considerations on Corruption Acts of Corruption

1. Government Relations

GRUMA recognizes that certain GRUMA Members, as part of the performance of their duties, and certain Related External Parties engaged to provide services to GRUMA, may come into contact with Public Servants, voluntarily or involuntarily, anticipated, or spontaneous. All such interactions with Public Servants shall be conducted with integrity, honesty, and in a transparent and professional manner, in strict compliance with Anti-corruption Laws, GRUMA's Code of Ethics, this Policy, and all other GRUMA policies and procedures.

Only GRUMA Members who, as part of their duties, have prior authorization from their hierarchical superior, and Related External Parties who, as part of the services for which they were hired, are authorized by GRUMA, may have contact, and interact with Public Servants on behalf of GRUMA.

Whenever possible because the situation allows it, that GRUMA Member that in terms of what is established in this Policy has an interaction with Public Servants, must try not to do it alone and be accompanied by another GRUMA Member that also has authorization.

All interactions with Public Servants must be recorded and documented by the GRUMA Member who has had the interaction directly or who has requested it from a Related External Party, by sending an e-mail to his/her immediate supervisor clearly stating the purpose of the interaction, identifying the parties involved, and referring to any information regarding the result or status of the interaction.

1.1 Prohibition of Bribery

GRUMA Members, and Related External Parties acting on behalf of GRUMA, are prohibited from promising, offering, or giving (or authorizing the promise, offer, or giving of) any Thing of Value, whether with GRUMA's resources or their own, to a Public Servant or his or her relatives, directly or indirectly, or accept (or authorize to accept) a request for any Thing of Value by a Public Servant or their relatives, with the intention that such Public Servant performs or refrains from performing an act related to the performance and fulfillment of their official duties or those of another Public Servant, or abuses their influence, with the purpose of obtaining or maintaining, for themselves or GRUMA, an Undue Advantage or Benefit.

In the event that the Public Servant or any of his or her family members requests Bribery, the request must be politely but clearly and emphatically refused, so that there is no doubt that the request was rejected, and it will be explained that GRUMA has strict policies that prohibit it. This should be reported in accordance with Section 6 below in this Policy.



1.2 Prohibition of Facilitation Payments

GRUMA Members, and Related External Parties acting on behalf of GRUMA, are prohibited from promising, offering, or delivering (or authorizing the promise, offer, or delivery of) Any Thing of Value, regardless of its amount or value, whether with GRUMA's resources or their own, to a Public Servant or any of his or her relatives, directly or indirectly, as a gratuity to facilitate, secure or expedite a non-discretionary action or service of the Public Servant, including routine governmental procedures or formalities to which he or she is entitled.

In the event that the Public Servant or any of his or her family members request the Facilitation Payment, the Public Servant must politely but clearly and emphatically refuse, so that there is no doubt that the request was rejected, and it will be explained that GRUMA has strict policies prohibiting it. This should be reported in accordance with Section 6 below in this Policy.

1.3 Prohibition of Unlawful Participation in Administrative Proceedings

When GRUMA is prevented or disqualified by law or by a final resolution of a competent authority from participating in administrative proceedings of a Government, Members of GRUMA, or Related External Parties acting on behalf of GRUMA, shall not perform acts or omissions in order to participate in such proceedings.

1.4 Prohibition of Influence Peddling

It is prohibited to use the economic or political influence or power of GRUMA, any GRUMA Member, or any Related Third Party, for the purpose of obtaining an Undue Advantage or Benefit for oneself or GRUMA, or to secure or expedite a non-discretionary action or service of the Public Servant, including routine governmental procedures or formalities to which one is entitled.

1.5 Prohibition on Use of False Information

GRUMA Members and Related External Parties acting on behalf of GRUMA must ensure that all communication and information provided to Governments, Public Officials and Private Parties is accurate, clear, and truthful, and are prohibited from using False Information.

Any document addressed to a Government office must be previously reviewed by the GRUMA Members responsible for the matter in question, in order to ensure that all information contained therein is true, accurate and complete.

1.6 Prohibition of Misuse of Public Resources

GRUMA Members and Related External Parties acting on behalf of GRUMA are prohibited from engaging in acts that misappropriate, misuse, or divert public resources of a Government from the purpose for which they are intended.

1.7 Guidelines for Payments to Governments

Payments to Government authorities in the ordinary course of GRUMA's business for a lawful, legitimate purpose to which it is entitled or obligated (such as payment of taxes, payment of fees for an application, permit, license, concession, etc., or arising from a business relationship with a Government) are permitted only if they are not made in



cash and are supported by an official receipt, and must be recorded and documented in accounting records and comply with applicable laws.

1.8 Guidelines for Travel, Meals, Entertainment and Gift Expenses

GRUMA recognizes that giving Gifts and/or sponsoring Travel, Meals and/or Entertainment is a legitimate part of conducting its business in the various locations in which it operates. However, Travel, Meals, Entertainment, and Gifts constitute Things of Value that could be misused to engage in Acts of Corruption, and even more so if they involve Public Servants or their family members. Accordingly, it is hereby clarified that it is prohibited for GRUMA Members, and Related External Parties acting on behalf of GRUMA, to promise, offer, deliver, solicit or accept (or authorize the promise, offer, solicitation or acceptance of) Travel, Meals, Entertainment and/or Gifts to or from a Public Servant or his or her relatives, directly or indirectly, with GRUMA's or their own resources, with the intention that such Public Servant perform or refrain from performing an act related to the performance and fulfillment of their official duties or those of another Public Servant, or abuse their influence, with the purpose of obtaining or maintaining, for themselves or for GRUMA, an Undue Advantage or Benefit, or to facilitate, secure or accelerate a non-discretionary action or service of the Public Servant, including routine governmental procedures or formalities to which they are entitled.

In certain legitimate situations and where not prohibited by local law, a situation may arise where under the circumstances and the intent of the parties, it is permissible for GRUMA Members to extend a Gift to a Public Servant, or to cover the expenses of a Public Servant's Travel, Meals or Entertainment. In such cases, the following shall apply:

- (1) They must be previously authorized by the most senior Director or Deputy Director of their area or department, who may authorize them only if they have a lawful purpose and are justified and strictly related to GRUMA's business in the ordinary course of its operations, are permitted by the Anticorruption Laws and applicable local laws, and in a reasonable and informed manner can conclude that there is no risk that they may lead to obtaining an Undue Advantage or Benefit.
- (2) Both the request and the authorization must be duly documented and must be reported to the corresponding Legal Department prior to its execution. The request must contain the precise information necessary to identify the matter in question.
- (3) They shall be subject to the Code of Ethics, this Policy and applicable GRUMA policies and procedures, without exceeding the established limits.
- (4) They must be paid with GRUMA's resources, not GRUMA's Members own resources, and must be reported to the corresponding Comptroller's department.
- (5) They must be reasonable, customary, and consistent with local customs and accepted standards for professional courtesies.
- (6) In the case of Gifts, they must consist of an institutional Gift from GRUMA, which under no circumstances may consist of cash or cash equivalents, nor may they be extended to the same person repeatedly.
- (7) For Meals and Entertainment, the GRUMA Member must be present.

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- (8) For Meals, Travel or Entertainment, payments to cover expenses must be paid directly to the suppliers.
- (9) For Travel and Entertainment, they must be appropriate in duration and location.
- (10) They may not consist of a private or discretionary invitation or Gift but must be offered in an open and transparent manner, in good faith, and without the expectation of receiving any benefit or reciprocal action in return.
- (11) They may not be extended to or include relatives or friends of Public Servants.
- (12) They must be accurately accounted for and recorded in GRUMA's books and records.

Also, in certain legitimate situations and where not prohibited by local law, a situation may arise where under the circumstances and the intent of the parties, it is permissible for GRUMA Members to receive a Gift from a Public Servant, or an invitation to a Public Servant's Trip, Meal or Entertainment. In such cases, the following shall apply:

- (1) They may not be requested or required.
- (2) They must be previously authorized by the most senior Director or Deputy Director of their area or department, who may authorize them only if they have a lawful purpose and are justified and strictly related to GRUMA's business in the ordinary course of its operations, are permitted by the Anti-corruption Laws and applicable local laws, and can reasonably and informedly conclude that there is no risk that they may lead to the obtaining or granting of an Undue Advantage or Benefit.
- (3) They shall be subject to the Code of Ethics, this Policy and applicable GRUMA policies and procedures, without exceeding the established limits.
- (4) They must be reasonable, customary, and consistent with local customs and accepted standards for professional courtesies.
- (5) In the case of Gifts, they may not consist of cash or cash equivalents, nor may they be received from the same person repeatedly.
- (6) For Meals, Travel or Entertainment, payments to cover expenses must be paid directly to the suppliers.
- (7) For Travel and Entertainment, they must be appropriate in duration and location.
- (8) May not consist of a private or discretionary invitation or Gift but must be received in an open and transparent manner, in good faith, and without the expectation of any reciprocal benefit or action in return.
- (9) May not be received by relatives of GRUMA Members.

Related External Parties acting on behalf of and in representation of GRUMA are not permitted to give or receive Gifts, or to accept or cover the expenses of Travel, Meals or Entertainment, from or with Public Servants or Private Individuals.



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1.9 Guidelines for Donations

GRUMA Members, and Related External Parties acting on behalf of GRUMA, are prohibited from promising, offering, giving, delivering, soliciting, or accepting (or authorizing the promise, offer, solicitation, or acceptance of) Gifts to, or from, Governments, Public Servants, with the intent that a Public Servant perform or refrain from performing an act in connection with the performance and discharge of his or her duties, for the purpose of obtaining or maintaining, for themselves or GRUMA, an Undue Advantage or Benefit, or to facilitate, secure or expedite a non-discretionary action or service of the Public Servant, including routine governmental procedures or formalities to which they are entitled.

GRUMA Members and Related External Parties shall refrain from offering or giving Donations to a Private Individual that are intended to influence or induce the Private Individual to use his or her influence to support GRUMA to obtain an Undue Advantage or Benefit, as well as to Private Individuals, such as charities, which are associated with a Public Servant.

In certain legitimate situations and when not prohibited by local law, Donations in GRUMA's name or with GRUMA's assets are permitted to Governments provided that they are previously authorized by the General Management, comply with the Code of Ethics and GRUMA's policies and procedures, are intended to support or benefit communities in which GRUMA has operations, are made without political purposes and without expectation of any retribution or benefit in return, and are accounted for.

1.10 Guidelines for Political Contributions

Political Contributions in the name or with the resources of GRUMA are prohibited. Accordingly, GRUMA Members and Related External Parties acting on behalf of GRUMA are not permitted to deliver, directly or indirectly, to a Government, Public Servant or Private Individual, any Thing of Value for the purpose of supporting, with resources or on behalf of GRUMA, political parties, political party officials, candidates for elected office, or those who have already been elected.

GRUMA recognizes and respects the right of GRUMA Members to engage in political activities. However, Political Contributions made by GRUMA Members shall be made with their own resources, in a personal capacity, in strict compliance with applicable law, in compliance with the Code of Ethics, without involving GRUMA in any way, and without seeking to obtain an Undue Advantage or Benefit for themselves or GRUMA.

1.11 Lobbying Guidelines

GRUMA believes that involvement in the development of public policy is important, as long as there is a legitimate justification, and it is done in a legal and transparent manner. However, Lobbying activities are highly regulated in some jurisdictions, so GRUMA Members who intend to participate or become involved in this type of activities, either directly or through Related External Parties, must obtain prior authorization from the Director or Deputy Director of their area or department and inform the corresponding Legal Department prior to the involvement, which must be conducted in strict compliance with the Anti-corruption Laws, the Code of Ethics, and this Policy.



GRUMA Members and Related External Parties acting on behalf of GRUMA are prohibited from engaging in Lobbying activities, directly or indirectly, with the objective of obtaining an Undue Advantage or Benefit for themselves or GRUMA.

1.12 Guidelines for Hiring Former Public Servants

The hiring of professional services in GRUMA, either as an employee or independent contractor, directly or indirectly, of Public Servants or their relatives is prohibited.

GRUMA Members and Related External Parties acting on behalf of GRUMA are prohibited from hiring Former Public Servants or their relatives with the objective of obtaining an Undue Advantage or Benefit for themselves or GRUMA.

The hiring of professional services, either as an employee or independent contractor, of former Public Servants or their relatives is permitted until one year after the termination of their position, or any longer period established by the applicable local legislation. To this end, the applicable legislation must be complied with and, if necessary, the Human Resources area must request a certificate of non-disqualification from the Ministry of Public Administration or its correlative in the applicable jurisdiction. Hiring must be authorized in advance by the General Management and must comply with applicable GRUMA policies and procedures.

Under no circumstances shall confidential or privileged information that the former Public Servant has directly acquired through his or her employment with the Government be used or exploited.

1.13 Guidelines for Participation in Public Bidding

All GRUMA's participation in public bids must be following the bidding conditions and in strict adherence to the Anticorruption Laws, the Code of Ethics, and the corresponding local laws.

GRUMA Members, and Related External Parties acting on behalf of GRUMA, are prohibited from engaging in Bribery to win a contract or public bid.

GRUMA Members and Related Third Parties acting on behalf of GRUMA are prohibited from participating in public bids with the objective of obtaining an Undue Advantage or Benefit for themselves or GRUMA.

GRUMA Members shall not obtain, or attempt to obtain from any source, confidential Government or bidding information, such as, for example, the list of short-listed bidders for a contract or bid, or private information of a competitor including, for example, information that will be used to participate in a public bid during the Government procurement process or in any other situation where it may be presumed that such information should not be disclosed without permission.

Any agreement or contract entered into between GRUMA and a Government for the purpose of public bidding shall:

- (i) Have a lawful and legitimate purpose in the interests of GRUMA.
- (ii) Comply with the International Policy for the Execution of Agreements, and when applicable with the International Policy for the Acquisition of Goods and Services, as well as any other applicable policy or procedure, including but not limited to:



- a. Anyone requesting the execution of an agreement or contract involving a Government or Public Servant must check the available databases, prior to the request, to ensure that the Government and/or Public Servants involved are not included in the domestic and international "Black Lists" for tax evasion, money laundering, financing of terrorism and other applicable matters, for which purpose they should contact the Master Data Department and request that the corresponding searches be carried out using the available technological tools.
- b. The agreement or contract shall include an anti-corruption clause and the commitment of the parties to comply with the Anti-corruption Laws, the Code of Ethics, and this Policy.

2. Relations with Private Individuals

GRUMA recognizes that certain GRUMA Members, as part of the performance of their duties, and certain Related External Parties engaged to provide services to GRUMA, in addition to the interactions with Public Servants referred to in Section 1 above, may come into contact with other Related External Parties or Private Parties, voluntarily or involuntarily, anticipated, or spontaneous. All such interactions shall be conducted with integrity, honesty, and in a transparent and professional manner, in strict compliance with Anti-corruption Laws, GRUMA's Code of Ethics, this Policy, and all other GRUMA policies and procedures.

2.1 Prohibition of Commercial Bribery

GRUMA Members, and Related External Parties acting on behalf of GRUMA, are prohibited from promising, offering, or delivering (or authorizing the promise, offer, or delivery of) any Thing of Value, whether with GRUMA's assets or their own, to a Private Individual or his or her relatives, directly or indirectly, or accept (or authorize the acceptance of) a request for any Thing of Value by a Private Individual or their relatives, with the intention that any of the persons involved perform or refrain from performing an act related to the performance and fulfillment of their duties, or abuse their influence, with the purpose of obtaining or maintaining, for themselves or for GRUMA, an Undue Advantage or Benefit.

2.2 Prohibition of Collusion

GRUMA Members and Related External Parties acting on behalf of GRUMA are prohibited from engaging, with one or more Private Individuals, in actions that imply or have the purpose or effect of obtaining an Undue Advantage or Benefit for themselves or for GRUMA in federal, local, or municipal Government procurement.

GRUMA Members and Related External Parties acting on behalf of GRUMA are prohibited from entering into contracts, agreements, arrangements, or combinations with competitors of GRUMA, the purpose or effect of which is to obtain an Improper Advantage or Benefit for themselves or for GRUMA, or to cause damage to the public treasury or to the assets of public entities. Anti-corruption Diligence Guidelines for the Execution of Agreements.

2.3 Anti-corruption Diligence Guidelines for the Execution of Agreements

- (1) All agreements or contracts between GRUMA and Private Individuals shall:
 - (i) Have a lawful and legitimate purpose in the interests of GRUMA.



- (ii) Comply with the International Policy for the Execution of Agreements, and when applicable with the International Policy for the Acquisition of Goods and Services, as well as any other applicable policy or procedure, including but not limited to:
 - a. The review prior to the execution of the agreement or contract, that the Private Individual is not included in the domestic and international "Blacklists" of tax evasion, money laundering, financing of terrorism and other applicable.
 - b. Confirm that the Private Individual has satisfactorily undergone the supplier screening and registration process prior to contracting.
 - c. Include an anti-corruption clause in the contract.
 - d. Obtain from the Private Individual a commitment to comply with the Anti-corruption Laws, the Code of Ethics, and this Policy.
- (2) Related External Parties whose services are contracted by GRUMA to act on its behalf and representation in matters that involve, specifically or potentially, interactions with Public Servants, in addition to complying with what is referred to in section 2.3.1 above:
 - (i) Prior to having contact with the Public Servant, when this is scheduled and not involuntary, the GRUMA Member who requested the service must be informed in advance with a clear description of the purpose of the contact with the Public Servant.
 - (ii) They shall record each interaction by sending, as soon as possible after the interaction, an e-mail to the GRUMA Member who requested the service, clearly identifying the purpose of the interaction and the parties involved and referencing any information regarding the outcome or status of the interaction.
 - (iii) They shall facilitate GRUMA's monitoring of their services and provide GRUMA with a certification of compliance with the Anti-corruption Laws, the Code of Ethics, and this Policy when requested to do so.
- (3) All strategic partnerships undertaken by GRUMA, as well as all activities with its business partners, shall be documented in a contract in compliance with section 2.3.1 above. In the event that the International Policy for the Procurement of Goods and Services is not applicable, because it is not a procurement of goods or services, a due diligence process similar to the one required in said policy must be followed to corroborate the moral solvency of the respective Private Individuals.
- (4) Prior to GRUMA's admission as a member or partner of any chamber, organization or trade association, it must be confirmed that it has the authorization of the General Management, that the admission has a lawful and legitimate purpose in the interests of GRUMA, that a due diligence process has been followed to corroborate the moral solvency of the respective Private Individuals similar to that established in the International Policy for the Acquisition of Goods and Services, and a commitment to comply with the Anti-corruption Laws, the Code of Ethics and this Policy must be obtained from the Private Individual.



- (5) Prior to the hiring of personnel, the Human Resources Department shall conduct reasonable investigations to confirm the candidate's moral solvency, in accordance with the corresponding recruitment policy.
- (6) In all cases in which the result of the investigation with respect to the Private Individual or the Related External Party casts doubt on, or confirms his or her lack of moral solvency, the hiring or recruitment process, or the commercial or business relationship, may not continue unless the doubts are conclusively clarified and his or her moral solvency can be confirmed.
- (7) For the purposes of the due diligence process referred to in this section, the following shall be considered circumstances that merit a more detailed review to confirm the moral solvency of the Private Individual, both prior to his/her hiring and during the term of the respective contract:
 - (i) The country where the transaction is being conducted has a significant perception of corruption.
 - (ii) The Private Individual was specifically recommended by a Public Servant or Related External Party.
 - (iii) The Private Individual has a close relationship with a Public Servant or Related External Party.
 - (iv) The Private Individual's quotation for services includes only vaguely described services or does not provide specification of the services to be rendered.
 - (v) The Private Individual is in a different line of business than the line of business for which the contract is intended.
 - (vi) The Private Individual refuses or hesitates to agree in writing to abide by the Anti-corruption Laws, applicable local legislation, the Code of Ethics, or this Policy.
 - (vii) The Private Individual provides incomplete or inaccurate information in the disclosures required during his or her registration process in GRUMA's systems.
 - (viii) The Private Individual quotes unusual or overpriced items, upfront payments, or unusual commissions.
 - (ix) The Private Individual requests reimbursements or additional payments to those quoted, without due support and justification.
 - (x) The Private Individual requests that payments be made in a country other than where the service will be provided or the good will be sold, to a third party, to a bank account outside the country in which the third party operates, or in cash or other untraceable funds.
 - (xi) The Private Individual requests that GRUMA provide employment or some other advantage to a friend or relative.
 - (xii) The Private Individual insists on the use of side letters and refuses to sign a contract with the agreed terms.
 - (xiii) The Private Individual makes unusually large or frequent Political Contributions or Donations.



- (xiv) Charges have been brought against the Private Individual for violation of local or foreign laws or regulations relating to the award of governmental or other contracts, or for possible violations of Anti-corruption Laws.
- (xv) The Private Individual is dependent on governmental or commercial contacts to successfully provide its services or sell its products.
- (xvi) The Private Individual expresses a desire to maintain the secrecy of his or her representation of GRUMA or the terms of his or her retention.

2.4 Guidelines for Expenses for Travel, Meals, Entertainment, and Gifts to Related Parties or Private Individuals

The same guidelines set forth in Section 1.8 above shall apply in the case of expenses for Travel, Meals, Entertainment, and Gifts related to Related Parties or Private Individuals.

2.5 Guidelines for Participation in Private Bids

The same guidelines set forth in Section 1.13 above shall apply in the case of GRUMA's participation in private bids.

2.6 Guidelines for Payments to Related External Parties

Payments by GRUMA to Private Parties that are not classified as Related Parties are not permitted.

All payments made by GRUMA to Related Parties, including fees, consideration, commissions, additional compensation, and refunds, shall comply with GRUMA's policies and procedures, shall be customary and reasonable in relation to memberships, services rendered, or goods purchased, shall not be made in cash unless previously authorized in accordance with applicable policies and procedures, shall be supported by a receipt or invoice in accordance with GRUMA's policies and procedures, shall be recorded and documented for accounting purposes, and shall comply with applicable laws.

GRUMA Members are prohibited from authorizing or making a delivery of a Thing of Value to a Related External Party when it is known or has an informed belief that all or a portion of the Thing of Value will be offered, promised, or given directly or indirectly to a Related External Party, promised or given directly or indirectly to a Public Servant or any of their relatives with the intention that the Public Servant performs or refrains from performing an act related to the performance and fulfillment of their duties, or abuses their influence, with the purpose of obtaining or maintaining, for themselves or for GRUMA, an Undue Advantage or Benefit.

3. Exceptions

Any exception to the provisions of Sections 1 and 2 above must have a legitimate justification, be permitted by the Anti-corruption Laws applicable to the particular case, the applicable local legislation, the Code of Ethics, and GRUMA's policies and procedures, and must be authorized by GRUMA's Chief Executive Officer, subject to the favorable opinion of GRUMA's Corporate Legal Director.



4. Accounting Controls, Procedures, and Record-Keeping

In accordance with its policies and procedures and applicable accounting standards, GRUMA must maintain a system of internal control that is capable of detecting, addressing, and preventing disparities between the assets applied in the accounting records and the existing ones.

GRUMA shall maintain accurate books and records that accurately and precisely reflect all transactions and dispositions of its assets in compliance with applicable accounting standards. Therefore, no GRUMA operation or transaction may be left without timely and truthful support, or outside the accounting records.

Cash payments authorized in accordance with the applicable policies and procedures made by the various areas of GRUMA must be correctly reflected in the corresponding accounting records. This expense must have the support and documentary evidence that accredits its authorization and the disbursement made.

5. Training

GRUMA Members must familiarize themselves with the contents of this Policy and participate in training on it.

The Human Resources area is responsible for ensuring that GRUMA Members are aware of this Policy and that it is included in annual training programs.

It is the responsibility of GRUMA Members:

- To understand and comply with this Policy and GRUMA's Code of Ethics.
- To ensure that the work team under their charge is aware of and complies with the guidelines of this Policy.
- Help prevent Acts of Corruption, be alert to any non-compliance with this Policy and, if it occurs, report it.
- In the event of being responsible for relations with Related External Parties, ensure that they are familiar with and adhere to this Policy and GRUMA's Code of Ethics.

6. Whistleblowing Procedure

Any GRUMA Member, regardless of his or her hierarchical level, Related External Party, Public Servant, or Private Individual who is subject to or has knowledge or suspicion of any conduct that could be considered an Act Event of Corruption under this Policy, shall immediately report such circumstance using any of the following channels in order to be dealt with in accordance with the International Corporate Procedure on the Administration of GRUMA's Code of Ethics and Whistleblower System:

- (i) To any person in GRUMA's Human Resources department at your location;
- (ii) To any senior GRUMA executive with whom you feel confident to do so; or
- (iii) Anonymously, through the Reporting System available in the country in which the Informant is located, through the website <https://www.gruma.com/en/submission-of-complaints.aspx>, in which the complaint portal is indicated, as well as the list of the toll-free phone lines, available 24/7 (for a detailed and illustrated description of the procedure to follow for filing a report or complaint through the Complaint System, see the international procedure "Submission of Complaints" AADIN04).



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Having received a report or complaint of a possible Act or Event of Corruption under this Policy, the person who has received it shall proceed in accordance with the International Corporate Procedure on the Administration of GRUMA's Code of Ethics and Whistleblower System, as well as with any other Corporate Procedure that may have been established to deal with this type of matters in a particular country, when the latter is applicable. Whistleblower System Administrators shall periodically participate in training and refresher programs to properly address and resolve reports or complaints filed under this Policy.

It is essential that all GRUMA Members have free access to the use of tools to report in good faith any misconduct, without limitations or fear of retaliation. GRUMA prohibits any type of retaliation against a person who in good faith reports suspected misconduct, and any act of retaliation should be reported immediately. If, as a result of a complaint or report of Acts of Corruption, and/or as a result of the cooperation of a GRUMA Member during the corresponding investigation, another GRUMA Member retaliates against the complainant or cooperator, the retaliator may be subject to a sanction or other disciplinary measure ranging from a reprimand to dismissal, in accordance with the applicable legislation and, if applicable, any applicable Collective Bargaining Agreement.

Any complaint or report made in good faith regarding suspected or actual breaches of this Policy will be investigated thoroughly and resolved confidentially to the extent possible, in accordance with the provisions of GRUMA's International Corporate Procedure on the Administration of the Code of Ethics and Whistleblower System, including any other Corporate Procedure that may have been established to address such matters in a particular country, where applicable, and in compliance with applicable law and, if applicable, any applicable Collective Bargaining Agreement.

Notwithstanding the foregoing, GRUMA recognizes that in the particular case of matters involving Acts of Corruption, false allegations may have negative effects and serious consequences for those who are falsely accused. Therefore, false accusations in which, having followed the investigation in accordance with the provisions of the International Corporate Procedure on the Administration of the GRUMA Code of Ethics and Whistleblower System, including any other Corporate Procedure that may have been established to deal with such matters in a particular country, when the latter is applicable, it is proven that the alleged facts did not happen at all and that it was a bad faith report, will also result in sanctions or disciplinary measures for the person who has falsely reported, which may range from a reprimand to dismissal, in accordance with the applicable legislation and, if applicable, any applicable Collective Bargaining Agreement.

All communication with the whistleblower will be conducted in accordance with the provisions of the International Corporate Procedure on the Administration of GRUMA's Code of Ethics and Whistleblower System, including any other Corporate Procedure that may have been established to address these types of matters in a particular country, when applicable, and always with the involvement of the local Legal Department.

IV. Corrective Actions and Sanctions

Failure to comply with Anti-corruption laws may result in the imposition of severe civil and criminal penalties and reputational damage to GRUMA. GRUMA Members and Related External Parties who violate the Anti-corruption Laws may also face severe civil and criminal penalties, including imprisonment. Accordingly, failure to comply with the Anti-corruption Laws and this Policy will be considered a serious violation of GRUMA's internal policies, standards, and procedures.

In the event that it is determined that a violation of this Policy has occurred, immediate corrective action will be taken to prevent recurrence of the conduct.

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Any GRUMA Member who is determined to have acted in contravention of the provisions of this Policy shall be subject to any of the following sanctions, depending on the severity of the conduct and in accordance with the provisions of the International Corporate Procedure on the Administration of GRUMA's Code of Ethics and Whistleblower System, including any other Corporate Procedure that may have been established to address such matters in a particular country, where applicable, and in compliance with applicable law and, if applicable, any applicable Collective Bargaining Agreement:

1. Oral or written scolding
2. Disciplinary and/or corrective action
3. Negative performance evaluation
4. Change of area, shift or functions
5. Demotion
6. Work Suspension
7. Dismissal without liability for GRUMA
8. Any other sanction permitted by applicable law or Collective Labor Agreement.

When it is determined that a Related External Party has acted in contravention of the provisions of this Policy, he/she will be reported immediately to the corresponding organization, requesting the application of the corresponding disciplinary measures and, if applicable, GRUMA will evaluate the advisability of continuing or terminating the relationship and, if applicable, demand reparation for the damage.

In any case, the nature of the sanctions indicated herein will depend on the seriousness and degree of the conduct, as well as the applicable legislation in the place where the conduct took place and the express provisions of any applicable Collective Bargaining Agreement.

These sanctions are independent of any other sanctions that may apply in accordance with applicable law and are without prejudice to the right of any person and/or GRUMA to report to the appropriate authorities and/or initiate legal action against the person who has engaged in the conduct.

GRUMA will not pay any fines imposed on GRUMA Members or Related Parties as a result of a breach of any of the Anti-corruption Laws or this Policy.

When it is determined that an Individual has acted in contravention of the provisions of this Policy, he/she shall be reported immediately to the appropriate organization, requesting that the facts be legally denounced.

V. Monitoring and Compliance

GRUMA's Audit Committee is responsible for monitoring this Policy.

GRUMA's Corporate Human Resources Management, as well as the Human Resources departments in each business unit, shall be responsible for ensuring the due dissemination of this Policy and the due training of GRUMA's Members with respect to its contents, and GRUMA's Members shall be responsible for participating in such training and updating programs. Likewise, it is the responsibility of the Corporate Human Resources Department to establish non-discriminatory policies aimed at avoiding the incorporation of persons who may pose a risk to GRUMA's integrity.

It is the responsibility of the Directors, immediate supervisors, supervisors, and those who hire Related External Parties to enforce this Policy, to lead by example, and to provide guidance to GRUMA Members and Related External Parties in relation to this Policy.

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GRUMA's Corporate Comptroller's Office, as well as the comptrollers of each business unit, are responsible for implementing the necessary internal controls to identify in the corresponding accounting accounts, the required detail of the operations conducted with third parties and the reimbursement of expenses.

The Internal Audit area is responsible for conducting periodic audits of GRUMA's relevant operations in order to assist GRUMA's efforts to enforce this Policy and promote compliance with Anti-corruption Laws, as well as to supervise the dissemination and implementation of this Anti-corruption Policy and periodically evaluate its effectiveness and, if necessary, propose appropriate measures to remedy any deficiencies identified.