



# **Sustainable Sourcing Standard**





# Sustainable Sourcing Standard

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### I. Introduction

At GRUMA, we recognize our responsibility towards our customers, consumers, communities, and the environments where we and our Suppliers operate. Sustainability is deeply embedded in the way we conduct business. The behavior of our Supplier network is a key component of our organizational standards and is guided by our business integrity policy and professional ethics principles.

### II. Objective

This document establishes the guidelines applicable to anyone acting as a Supplier to GRUMA, with the purpose of fostering interactions aligned with our organizational values and promoting its continuous improvement.

### III. Scope

This Standard applies to all companies and individuals that meet the definition of Supplier set forth in this document, including organizations acting on behalf of GRUMA as service Suppliers. The Standard applies in any jurisdiction relevant to the activities carried out between GRUMA and its Suppliers, in addition to any applicable local laws and regulations.

### IV. Definitions

For purposes of this Standard, its annexes, or any related document, the following terms will have the meanings set forth below, unless the context indicates otherwise:

- A. **“GRUMA”** means GRUMA, S.A.B. de C.V. and its subsidiaries, as applicable depending on the context.
- B. **“Standard”** refers to this document, including any amendments, which defines the sustainable sourcing guidelines and conditions that Suppliers must observe.
- C. **“Supplier”** means any individual, legal entity (including corporations, among others) or any other entity, domestic or foreign, that maintains a contractual, professional, or business relationship with GRUMA, other than an employment relationship, through which it provides goods or services to GRUMA.





## V. Guidelines

### A. Legal and Regulatory Compliance

1. GRUMA encourages its Suppliers to comply with the following laws, standards, and principles, as well as those applicable in their respective regions, jurisdictions, or countries, with the latter prevailing in the event of any conflict with this Standard:
  - a. Applicable anti-corruption, anti-money laundering, and counterterrorism laws in the countries in which they operate, including, without limitation, Mexican laws currently in force in these subject-matters, the United States Foreign Corrupt Practices Act (FCPA), and any similar legislation in the countries where Suppliers conducts its business operations.
  - b. The guidelines established by international standards relating to ethics, transparency, and integrity, as well as fair competition or antitrust laws.
  - c. All international, national, or local environmental laws, regulations, standards, requirements, and decrees applicable in the relevant jurisdiction or country.
2. Accordingly, Suppliers are encouraged to conduct their activities in a manner that avoids any direct or indirect violation of applicable laws and regulations, and refrain from any conduct that could adversely affect GRUMA's reputation or that of third parties.

### B. Business Conduct Standards

Suppliers are expected to conduct their business activities with integrity, honesty, and transparency, whether acting on their own behalf or in connection with GRUMA. In every location where they operate, Suppliers must uphold ethical and responsible business practices. Consequently, Suppliers are required to observe the following business practices:

#### 1. Anti-Corruption

Under no circumstance will a Supplier offer, make or accept any improper or illegal payments, either directly or indirectly, to or from any official or agency, whether public or private, for the purpose of abusing their position to obtain or retain business from such organizations. Furthermore, Suppliers will not promise, authorize, offer, donate, deliver, or pay any amount of money, gifts, or any other object of value, service, or gratuity to: **(i)** a public official, **(ii)** any official of a public agency or governmental entity, **(iii)** any political party or candidate for public office; for any purpose, or aiming to influence an official act, omission, or decision, or inducing them to misuse their influence with a government authority, public body, or third party, to obtain preferential treatment in any domestic or international transaction, to obtain or retain any business that could constitute a breach of applicable law, such as bribery, extortion, money laundering, embezzlement, abuse of authority, fraud, theft, conflicts of interest, and improper influence.

#### 2. Source of Funds

Suppliers must ensure that all funds used in their business activities come from legitimate sources. They should also implement appropriate controls to prevent involvement in transactions with individuals or entities engaged in unlawful activities.





### **3. Accuracy of Records**

Suppliers must maintain complete and accurate records of all transactions and business information in accordance with applicable legal and regulatory requirements governing recordkeeping and document retention.

### **4. Financial Record Management**

Suppliers must maintain accurate financial records, including their creation and storage, as required by applicable law. In addition, Suppliers shall act responsibly while dealing with customers and other Suppliers safeguarding GRUMA's data, assets, and intellectual property.

### **5. Protection of Intellectual Property**

Suppliers must respect and protect GRUMA's intellectual property rights, including, without limitation, copyrights, patents, trademarks, and trade secrets. Any use of software, hardware, or proprietary content must comply with the applicable license terms and contractual agreements.

### **6. Public Communications**

Suppliers may not issue press releases, public statements, or other communications on behalf of GRUMA without prior written authorization.

### **7. Gifts and Hospitality to GRUMA Employees**

Suppliers must not offer gifts, presents, favors, invitations to recreational trips, services, goods, or any other benefit to GRUMA employees, which exceed \$50.00 United States dollars (or the equivalent in local currency) per occasion. Any form of bribe, commission, or improper incentive intended to obtain business or influence from a GRUMA employee is strictly prohibited.

### **8. Confidential Information**

Suppliers may not disclose GRUMA's confidential or privileged information that has not been disclosed with the general public or that could affect the market value of GRUMA's securities listed in a market stock exchange. In this regard, compliance with applicable laws and regulations regarding confidential or privileged information will be essential. Such information must be handled with the same level of care that the Supplier applies to its own confidential information and in compliance with applicable law.

### **9. Conflicts of Interest**

Suppliers must avoid situations that create, or appear to create, a conflict of interest in the course of their business relationship with GRUMA. A conflict of interest arises when personal, financial, or family considerations interfere, or could reasonably appear to interfere, with objective decision making or the Supplier's ability to act in the best interests of the business relationship.

## **C. Labor Practices**

GRUMA upholds high standards with respect to human rights and equal opportunity in the workspace. Suppliers are expected to reflect these principles in their own employment practices and to operate in full compliance with the laws and regulations applicable in their respective jurisdictions. The commitments expected from Suppliers include, but are not limited to, the following:





## **1. No Discrimination**

It is essential to foster and maintain an inclusive work environment in which discrimination based on race, ethnic or national origin, skin color, culture, gender, age, disability, social or economic status, health condition, religion or belief, physical appearance, genetic traits, migration status, language, pregnancy or maternity, opinion, sexual orientation, political affiliation, marital status, family situation, family responsibilities, or any other characteristics protected by applicable law is not tolerated under any circumstance. Suppliers are encouraged to respect and protect human rights, and to take appropriate measures to prevent and, where necessary, address any human rights violations.

## **2. No Harassment**

GRUMA recognizes the importance of maintaining a zero-tolerance policy against all forms of harassment, whether verbal, physical, sexual, psychological, or otherwise. Suppliers are expected to establish effective processes to prevent, report, and address any form of harassment, ensuring a safe and respectful working environment for employees, customers, and third parties.

## **3. Compliance with Labor Laws**

Fully comply with applicable labor laws and regulations in the countries where they operate and must maintain accurate and complete employment records. Additionally, it is expected that Suppliers provide clear and written information to their employees regarding compensation, deductions, and terms and conditions of employment. Disciplinary policies and procedures governing the employment relationship must be clearly defined and communicated.

## **4. Health and Safety**

Suppliers must provide a safe working environment that promotes both physical and mental well-being and complies with all applicable health and safety requirements. This obligation extends to any activities carried out by Suppliers on GRUMA premises and to any interactions with individuals authorized to access GRUMA property.

## **5. Prohibition of Illegal Substances**

Suppliers must prohibit the use, possession, or distribution of illegal substances on any premises or property associated with GRUMA's business activities.

## **6. Prohibition of Forced and Child Labor**

The use of forced labor is strictly prohibited in any facility or property associated with GRUMA's business activities. Suppliers must ensure that all employees meet the minimum working age established in applicable law. Those responsible for hiring must ensure the elimination of child labor practices and any form of labor exploitation.

## **D. Sustainability**

GRUMA is firmly committed to social responsibility and sustainability and maintains an environmental management policy to support that commitment. This responsibility extends to our Suppliers and their business practices. GRUMA and its Suppliers are expected to work together to identify better ways to fulfill our environmental responsibilities, ensuring that operations not only comply with applicable requirements but also promote sustainability at every stage of the process and throughout the supply chain. This commitment includes, but is not limited to, the following principles:





### **1. Safe Handling of Materials**

Suppliers are encouraged to manage hazardous materials, air emissions, waste, and wastewater in a responsible manner. This includes ensuring proper transportation, storage, treatment, disposal, and release of such materials in accordance with applicable environmental requirements.

### **2. Ongoing Commitment to Sustainability**

Suppliers are encouraged to work proactively with GRUMA to identify opportunities to enhance sustainable practices, adopting technologies and processes that reduce environmental impact and promote the efficient use of resources. Suppliers are also encouraged to foster a culture of environmental responsibility within their operations so that their personnel embrace environmental protection as a core value.

### **3. Use of Clean Energy**

Suppliers are encouraged, where possible, to incorporate clean energy sources into their operations in order to support more sustainable energy models, reduce carbon emissions, and contribute to environmental preservation.

### **4. Reduction of Fossil Fuel Use and Emissions**

Suppliers are encouraged to implement initiatives aimed at reducing fossil fuel consumption, improving energy efficiency, and minimizing atmospheric emissions, thereby supporting environmental protection efforts, and contributing to climate change mitigation.

## **E. Compliance with the Code of Ethics and Integrity Policy**

GRUMA encourages its Suppliers to conduct their business in alignment with the provisions set forth in this Standard, as well as with GRUMA's Code of Ethics and Integrity Policy. This shared commitment is intended to strengthen integrity, regulatory compliance, and the reputation of both parties. Any failure to comply with this Standard will be addressed in accordance with the following provisions:

### **1. Reporting Responsibility**

Any breach or violation of these policies must be reported promptly to the Supplier's most senior GRUMA contact or through the reporting system described below. Timely reporting is essential to protect the business relationship and preserve the integrity of the supply chain.

### **2. Consequences of Non-Compliance**

GRUMA will take appropriate action to address any violation of this Standard. Such action may include reviewing the business relationship with the Supplier, imposing corrective measures or sanctions, or terminating the applicable agreement where necessary to protect GRUMA's interests, in accordance with the terms of the relevant contract and applicable law.

### **3. Code of Ethics Access**

Suppliers may access GRUMA's Code of Ethics at the following link:

[https://www.gruma.com/media/335558/code\\_of\\_ethics.pdf](https://www.gruma.com/media/335558/code_of_ethics.pdf)





#### **4. Integrity Policy Access**

Suppliers may access GRUMA's Integrity Policy at the following link:

[https://www.gruma.com/media/728904/pcain01\\_integrity.pdf](https://www.gruma.com/media/728904/pcain01_integrity.pdf)

#### **5. Reporting System (Ethics Point)**

Suppliers may submit reports anonymously through the reporting system available in their respective country at:

<https://www.gruma.com/en/submission-of-complaints.aspx>

The portal provides access to the appropriate reporting platform, as well as a list of toll-free telephone lines available 24 hours a day, 365 days a year.

### **F. Control and Review**

GRUMA maintains a supply chain management process focused on risk management and mitigation, collaboration with our Suppliers, and the exchange of knowledge. This process is designed to promote innovation and ensure the quality of our products in compliance with applicable regulatory requirements. This Standard is an integral part of that process, as well as of GRUMA's internal policies and procedures. The following oversight and review measures apply to our Suppliers:

#### **1. Initial and Periodic Evaluation**

Before entering into a business relationship with GRUMA, each Supplier may undergo a comprehensive risk-based assessment. Periodic evaluations may also be conducted to ensure that the business relationship remains effective and aligned with GRUMA's standards for quality, regulatory compliance, and operational best practices.

#### **2. Evaluation Methods**

Where applicable, evaluations may include a self-assessment questionnaire to be completed by the Supplier and, when deemed necessary, more detailed evaluations. If any breach to this Standard, GRUMA's internal policies, or applicable regulatory requirements is identified, GRUMA will inform the Supplier of the corrective actions expected to achieve compliance.

#### **3. Independent Investigations**

If a potential violation is identified, GRUMA reserves the right to conduct independent investigations to determine the relevant facts and assess the seriousness of the matter, without limiting any of its contractual or legal rights.

### **G. Commitment to the Standard**

By entering into and maintaining a business relationship with GRUMA, Suppliers acknowledge that they have read and understood all the provisions of this Standard.

