



C O M E R C I O  
I N T E R N A C I O N A L


# **POLICIES AND GUIDELINES FOR THE DEVELOPMENT OF ETHICS AND CORPORATE INTEGRITY DUE DILIGENCE IN P.M.I. COMERCIO INTERNACIONAL, S.A. DE C.V. AND COMPANIES TO WHICH IT RENDERS SERVICES**

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## Section I

### Overview

#### I.1 Introduction

In accordance with its bylaws, P.M.I. Comercio Internacional, S.A. de C.V. (PMI CIM) performs the activities, operations or services necessary for the fulfillment of its purpose by entering into contracts, agreements or any other legal act with individuals or entities of the public, private or social, national or international sectors.


Likewise, Petroleos Mexicanos (PEMEX) is a frequent issuer in national and international capital markets that are governed by the rules and supervision of regulatory authorities. These rules provide for best practices and establish responsibilities and prohibitions aimed at preventing corruption, bribery, money laundering and terrorist financing, among other items related to acts of corruption. In accordance with the applicable securities legislation, PEMEX must present its financial statements on a consolidated basis, which include the PMI CIM information as well as the companies to which it provides services.

PMI CIM and the Companies to which it provides services are committed to identify and know the Third Party with whom they enter into Commercial and Business Agreements. Knowledge of Third Parties supports the national and international fight against the use of illicit resources whose origin could come from activities such as terrorism, organized crime, drug trafficking, among others.

Through Due Diligence (DD), PMI CIM, the Companies to which it provides services and PEMEX review aspects related to corporate ethics and integrity in the activities, operations or services in which they intend to participate or participate in Commercial Agreements with suppliers, contractors, service providers, shareholders and in general with any Third Party.

PMI CIM, the Companies to which it provides services and PEMEX promote and respect human rights, in this sense the Human Rights Questionnaire that the Third Party answers contains questions related to the support and respect for the protection of human rights, verifying that the Third Party has protection and promotion schemes for human rights that avoid, among others, discrimination, slavery, human trafficking, exploitation of minors, in its practices: (i) commercial; (ii) labor, and (iii) safety and health in the workplace.

Based on the ethical principles of respect, equality and non-discrimination, PMI CIM, the Companies to which it provides services and PEMEX and its Companies recognize the value, rights and obligations of all people and promote equal, appropriate and cordial treatment, without distinction, exclusion, restriction or preference. In this sense, the corporate ethics guideline regarding personal relationships, contained in the Code of Ethics, affirms PMI CIM, the Companies to which it provides services and PEMEX as inclusive Companies that recognize the value of human diversity, that are committed to maintaining a work environment free of violence, and therefore prohibits any conduct of discrimination, *mobbing* or

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harassment, harassment and/or sexual harassment or any other conduct that violates the dignity and human rights of people.

In this sense, the corporate ethics guideline regarding personal relationships, contained in the Code of Ethics, states that PEMEX, PMI CIM and the Companies to which it provides services as inclusive Companies that recognize the value of human diversity, within a framework that promotes the principles of equal opportunities, non-discrimination and respect for human diversity. In congruence with this, these Policies and Guidelines contain provisions aimed at carrying out Commercial Agreements with Third Parties that in their declarations of principles, codes and policies include practices that promote, encourage and disseminate respect for human rights.

PMI CIM and the Companies to which it provides services reserve the right to refrain from entering into Commercial Agreements with any Third Party that, as a result of the DD, do not demonstrate that they carry out operations under ethical standards, that represent a legal or compliance risk and/or oppose to participate or provide the information requested during the DD process.

PMI CIM or the Companies to which it provides services sometimes enter into various Commercial Agreements where the fulfillment of obligations depends on the payment of a Third Party, which acts as the principal obligor in such Commercial Agreement, being its guarantor or similar. The controlling subsidiary company of the customer becomes jointly and severally liable with the customer for its credit obligations.

Given such support, it is necessary to verify that the subsidiary company does not participate in money laundering and terrorist financing activities, among others, applying the DD in accordance with these Policies and Guidelines.

PMI CIM and the Companies to which it provides services have the obligation to identify and apply questionnaires to know the Third Parties with which they carry out Commercial Agreements, including the identification of the Final Beneficiaries as stipulated in these Policies and Guidelines.

## 1.2 Objective

The purpose of this document is to implement the policies and guidelines for:

- a. To regulate and guide the activities that PMI CIM's personnel and the Companies to which it provides services must carry out during the DD, to identify and evaluate possible risks and determine the feasibility of maintaining in force or entering into any type of Commercial Agreement with Third Parties, or to attend a DDE, that a Third Party intends to apply to PMI CIM or to the Companies to which it provides services;

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- b. Define the elements, activities that allow PMI CIM personnel and the Companies to which it provides services to determine MMRDD to the Red Flags identified in order to strengthen PMI CIM's business relationships and the Companies to which it provides services in its dealings with Third Parties;
- c. Generate confidence in PMI CIM's relationships and the companies to which it provides services with third parties and to be recognized as transparent, reliable and honest companies, whose operations have controls and periodic supervision processes, aimed at knowing and preventing operations with third parties involved in crimes such as money laundering, terrorism, drug trafficking, corruption and bribery, among others;
- d. Promote the adoption of best practices and incorporate standards of ethics and integrity to the Third Parties with which PMI CIM and the Companies to which it provides services are commercially related, in order to generate ethical chains, and
- e. Promote a culture of risk prevention that allows compliance with applicable legislation, as well as the regulations derived therefrom, international conventions and treaties to which the Mexican State is a party, as well as binding resolutions and rulings issued by national and international bodies and other applicable regulations, in matters of anti-corruption, money laundering and financing of terrorism, among others.

### I.3 Third Party Compliance with the DD.

Third Parties that intend to enter into Commercial Agreements with PMI CIM and Companies to which it provides services must, prior to their formalization, have the opinion of DD, except for the exceptions provided for in these regulations.

### I.4 Business Units (BU)

PMI CIM's UNI and Companies to which it provides services that intend to formalize a Commercial Agreement with a Third Party must review and confirm that the DD has been applied.

### I.5 Scope of application

This document is mandatory for PMI CIM personnel prior to the formalization of Commercial Agreements or business with Third Parties with whom it is intended to have a business relationship, as well as those who have not been previously evaluated, according to these policies and guidelines.

For the Companies to which PMI CIM provides services, these Policies and Guidelines shall be mandatory for their personnel, as of the date on which their respective Board of Directors has adopted them.


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## I.6 Responsibilities inherent to this document

| Responsible                                       | Responsibility  |
|---|---|
| PMI CIM General Manager                           | To authorize these Policies and Guidelines and their modifications.   |
| Head of the Legal Department of PMI CIM           | Review, propose improvements and issue comments.  |
| Head of PMI CIM's Risk Management Sub-Directorate | Review and propose improvements and modifications.  |
| Head of the Internal Control Unit of PMI CIM      | To direct actions to prepare, review and, if necessary, update this document at least annually, as well as to promote the dissemination of and compliance with these Policies and Guidelines. |

## I.7 Legal Framework

- Policies and Guidelines for the development of Due Diligence in Petroleos Mexicanos, its Subsidiary Productive Companies and, if applicable, Subsidiary Companies, in matters of Ethics and Corporate Integrity, effective as of April 28, 2023.
- Code of Ethics of Petroleos Mexicanos, its Subsidiary Productive Companies and Subsidiary Companies, adopted by the Board of Directors at its 124th ordinary meeting on March 24, 2020.
- Code of Conduct of Petroleos Mexicanos, its Subsidiary Productive Companies and, if applicable, Subsidiary Companies, adopted by the Board of Directors at the 124th ordinary meeting held on March 24, 2020.
- Guidelines that regulate the Internal Control System of Petroleos Mexicanos, its Subsidiary Productive Companies and Subsidiary Companies approved in the 978 extraordinary session of August 24, 2021.
- Guidelines of the Internal Control System in P.M.I. Comercio Internacional, S.A. de C.V. and Companies to which it provides services, issued on December 7, 2022.
- Anti-Corruption Policies and Guidelines for Petroleos Mexicanos, its Subsidiary Productive Companies and, if applicable, Subsidiary Companies, effective as of July 2, 2021.
- Federal Tax Code.

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## I.8 Interpretation

The Head of the Internal Control Unit is responsible for interpreting the contents of this document.

## I.9 Authorization Instances

This document is authorized by the Chief Executive Officer of PMI CIM, in accordance with Clause Twenty-Fourth, Section IX of the Bylaws of P.M.I. Comercio Internacional, S.A. de C.V.

## I.10 Normative References

- a) Policies and Guidelines for Subsidiary Companies of Petroleos Mexicanos and its Subsidiary Productive Companies approved at the 900th Extraordinary session of October 26, 2015.
- b) Policies and Guidelines for the protection of sensitive information of Petroleos Mexicanos, its Subsidiary Productive Companies and, as the case may be, Subsidiary Companies of March 12, 2020.
- c) *Good Practice Guidelines on Conducting Third-Party Due Diligence*. World Economic Forum. Published by World Economic Forum, Geneva, Switzerland, 2013.
- d) *Guidance for Anti-Bribery Due Diligence for Transactions*. Transparency International, 2012.
- e) *Recommendation of the Council for Further Combating Bribery of Foreign Public Officials in International Business Transactions*. Annex II: *Good Practice Guidance on Internal Controls, Ethics, and Compliance*. OECD, 26 November 2009.
- f) *United Nations Convention Against Corruption*, United Nations, New York, 2004.
- g) *ICC Anti-Corruption Third Party Due Diligence: A Guide for small and medium size enterprises*. International Chamber of Commerce. Prepared by the ICC Commission on Corporate Responsibility and Anti-corruption. 2015.
- h) *A Resource Guide to the FCPA U.S. Foreign Corrupt Practices Act by the Criminal Division of the U.S. Department of Justice and the Enforcement Division of the U.S. Securities and Exchange Commission*. <https://www.justice.gov/sites/default/files/criminal-fraud/legacy/2015/01/16/guide.pdf>, November 24, 2020
- i) *General Law of the National Anticorruption System and its secondary legislation*. <http://www.diputados.gob.mx/LeyesBiblio/pdf/LGSNA.pdf> November 24, 2020
- j) Code of Corporate Principles and Best Practices issued by the Business Coordinating Council. 2020
- k) <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. November 24, 2020
- l) <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/entity-list> November 24, 2020
- m) <https://www.justice.gov/criminal-fraud/foreign-corrupt-practices-act> November 24, 2020
- n) <https://www.legislation.gov.uk/ukpga/2010/23/contents> November 24, 2020
- o) *OECD DD Guidance for Responsible Business Conduct*, OECD (2018):
- p) *Guidance for Anti-Bribery Due Diligence for Transactions*. Transparency International, 2012.



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q) *National Human Rights Program (PNDH) 2020-2024.*

## Section II

### Policies

#### II.1 Compliance with the DD of PMI CIM and the Companies it serves:

PMI CIM and the companies it serves:

- They will carry out the DD process with a risk-based approach, through the application of questionnaires, according to the level of risk of the Third Parties, whether Low, Medium or High, according to the risk criteria established in these Policies and Guidelines, in accordance with the best international practices in the matter.
- They have the priority commitment to prevent the risks of corruption, bribery, money laundering, financing of terrorism, among others, and to carry out Commercial Agreements under ethical and integrity standards so that Third Parties commit to act under the principles and ethical values and conduct in accordance with the provisions of the Codes of Ethics and Conduct, the Anti-Corruption Policies of Petroleos Mexicanos, its Subsidiary Productive Companies and, if applicable, Subsidiary Companies (PAC), these Policies and Guidelines and to adopt the necessary MMRDD for their application, in order to safeguard their interests.
- They reserve the right to refrain from entering into Commercial Agreements with any Third Party that, as a result of the DD, does not accredit to carry out operations under ethical standards, and oppose to participate or provide the information requested during the DD process.
- They have the obligation to apply questionnaires to know the Third Parties with which they carry out Commercial Agreements, including the identification of the Final Beneficiaries in accordance with international best practices.
- The Policies and Guidelines are inclusive and contribute to the generation of a culture of respect and safeguarding of people's rights, within a framework that promotes the principles of equal opportunity, non-discrimination and respect for human diversity. In congruence with this, these Policies and Guidelines contain provisions aimed at carrying out Commercial Agreements with Third Parties whose declarations of principles, codes and policies include practices that promote, foster and disseminate respect for human rights.
- They will take the necessary actions to promote compliance with the obligations established in these Policies and Guidelines.
- Through the Business Units (BU) and the Internal Control Unit (ICU), they will complete the DD prior to the formalization of Commercial Agreements with Third Parties and after the ruling or

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resolution, with an approach based on risk levels in ethics and corporate integrity, in terms of these Policies and Guidelines, except for the exceptions contemplated in these regulations.

- The foregoing, in the understanding that the verification of participants in contracting procedures, including the selection processes coordinated by the competent areas, must determine the feasibility of awarding a Commercial Agreement to the Third Party through the corresponding ruling or resolution.

### The Area Managements are responsible for:


To supervise and comply with the provisions of these Policies and Guidelines in the area of its competence;

### The Legal Department (DJ) is responsible for:

- **Issuing opinions** on identified relevant media news;
- **Give an opinion** on the controls or measures to mitigate risks related to ethics and corporate integrity proposed by UCI in the DD processes carried out;
- **Participate** as a member of the Due Diligence Working Group (GTDD).

### The UCI is responsible for:

- **Perform the DD** to the Companies with which it is intended to initiate a Commercial Agreement; as well as the corresponding renewals when the validity of the DD has expired and at the request of the interested area, by means of the corresponding procedure.
- **Enter the information** from the initial and renewal DD questionnaires (Annex 2 and 8) in the DD Tool;
- **Apply** the initial and renewal **DD**, in terms of the present Policies and Guidelines;
- **Determine Red Flags** for initial and renewal DDs, by analyzing the Third Party's responses (Annex 3 when initial and Annex 9 when renewal) and the results of investigations on sanctions lists and in news and media reports;
- **Issue the DD Opinion** defining the Due Diligence Risk Mitigation Measures (MMRDD); applying the provisions of Annex 5 (Catalog of mitigation measures associated with possible risks in ethics and corporate integrity) of this document;
- **Solicit** DJ's opinion on identified relevant media news;
- **Apply** at any time a DD to any Third Party, when circumstances arise that represent a risk in terms of ethics and corporate integrity for PMI CIM and for the Companies to which it provides services.
- Prior to sending the Opinion to the BU, verify the consistency of the results of the exercise, as well as identify, analyze and, if applicable, explain apparent inconsistencies in order to provide sufficient information for decision making.

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- **Provide advice** on DD matters to all areas of PMI CIM and the companies it serves;
- **Verify** with the BU that the Third Parties with which the Commercial Agreement has been formalized comply with the established MMRDD;
- **Designate**, under its responsibility, collaborators to carry out support activities in the application of the initial and renewal DD;
- **Coordinate** the GTDD.
- **Present** to the GTDDD the DD previously performed by PEMEX to verify the feasibility of adopting it in PMI CIM and Companies to which it provides services;
- **Coordinate** the attention of the DDE (KYC - *Know Your Customer*) requested by the Third Parties;
- **Request** from the BU of PMI CIM and the Companies to which it provides services, the information required for the attention of the DDE; and
- **Record** and keep updated the Type Information for the DDE.

### The UNs (PMI CIM and the Companies it serves) are responsible for:

- To carry out the activities described in these Policies and Guidelines, in strict compliance with the work programs implemented and in accordance with the ethical principles and values contained in the Code of Ethics and the Code of Conduct;
- Designate the Liaisons or persons responsible for requesting the DD to Third Parties with whom it is intended to enter into or continue a Commercial Agreement;
- Verify that the Third Parties with which it is intended to enter into or continue a Commercial Agreement have a valid DD;
- Request and verify that the initial DD or DD renewal is applied to any Third Party with whom it intends to enter into or maintain a Commercial Agreement;
- Require the Third Party to comply with the MMRDD and perform timely follow-up of the same, not being able to go beyond the term of the Commercial Agreement and report to the UCI;
- Inform the DJ and the UCI of the Third Party's refusal to attend the DD, so that the fact can be considered in the opinion on the viability of the Third Party;
- Decide on the acceptance of the Commercial Agreement with the Third Party, in accordance with the Opinion issued by UCI.
- To attend the opinion in the terms established by the UCI or the GTDD on the feasibility of entering into or continuing a Commercial Agreement with the Third Party;
- Request the UCI, the application of a DD when it detects circumstances that could represent a risk in terms of ethics and corporate integrity for PMI CIM and the Companies to which it provides services;
- Request support from the DJ so that each Commercial Agreement includes the anti-corruption clause, as well as, if necessary, an Annex containing the MMRDD Compliance Program.
- Designate a liaison for DDE requests;
- Provide in a timely and accurate manner the information required by the ICU to address the DDE;

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- Refrain from obtaining information from Third Parties through deceptive, fraudulent, fraudulent, malicious or bad faith means and misuse them;
- Refrain from employing or using the information obtained or known by the Third Parties as a result of their intervention in the DD, for purposes other than those established in these Policies and Guidelines and the regulations established in matters of personal data protection;
- Refrain from altering the questionnaires, formats or MMRDD of the DD and DDE Type Information process or allowing Third Parties to alter the questionnaires, formats or MMRDD of the DD and DDE Type Information process.
- Always be aware of the validity of the DD of your companies, in order to request, if necessary, the renewal 30 days before the expiration date;
- Manage and participate in the meetings that are necessary to clarify doubts of the Third Parties, having to participate;
- Attend, if invited, the sessions of the GTDD and follow the sense of the decision of such.

Failure to comply with the above obligations shall be punishable under the corresponding civil, labor and criminal liabilities, in accordance with the applicable laws.

### The GTDD.

- It shall be made up of a representative appointed by the DJ, a representative of the Risk Management Sub-Directorate (SAR) and a representative of the UCI, and the person appointed by the Head of the UCI shall act as secretary.
- It shall meet as many times as necessary to attend to the cases identified.
- Sessions may be called by any of its members.
- It will also meet when a conflict arises with the application of the DD.
- The decisions of the GTDD shall be final and not subject to appeal.
- A representative of the BU corresponding to the case under analysis will attend upon invitation.

### GTDD is responsible for:

- Give its opinion on the Commercial Viability of entering into or continuing Commercial Agreements with Third Parties whose analysis implies a risk for PMI CIM or for the Companies to which it provides services; as well as on the MMRDD submitted for its consideration by the UCI or it may propose additional MMRDD, which shall be considered definitive;
- To bring matters that it considers of relevance and transcendence in order to determine collegially how to proceed;

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- To give an opinion regarding the execution or continuity of Commercial Agreements with Third Parties with a low, medium or high risk level, which through the UCI are aware of the non-compliance with the agreed MMRDD, and of those that due to their relevance are so considered by the UCI, the opinion shall be definitive;
- Agree on the legal, administrative, financial, operational and commercial actions it deems necessary to prevent risks arising from the outcome of the DD applied to the Third Parties.

## Section III

### Guidelines

#### III.1 DD Process

##### III.1.1. Third parties subject to the DD

PMI CIM and the Companies to which it provides services shall apply the DD to the Third Parties with which they maintain or seek to establish business relationships and/or provide services, in the following cases:

- a. **Shareholders.** - Third parties participating in a partnership or alliance, business shareholders.
- b. **Customers.** - Third Parties to whom products, goods or services are sold or rendered.
- c. **Suppliers.** - Third parties from whom products, goods or services are purchased or contracted.
- d. **Guarantor Companies.** - Companies that are jointly and severally liable with their customers in connection with the credit obligations of their subsidiaries and/or affiliates.
- e. **Others.** - Any individual or legal entity that is subject to legal, commercial, operational, financial, administrative or any other terms and conditions with PMI CIM or the Companies to which it provides services, by means of any legal instrument.

##### III.1.2. Cases of DD exception

DD will not apply to:

- Third Parties that are agencies, entities, autonomous constitutional bodies, State Productive Companies, Subsidiaries of PEMEX, governmental agencies, international organizations.
- Third parties regulated by competent financial authorities with which PMI CIM and companies to which it provides services carry out financial transactions and related services in accordance with established regulations. In the case of financial institutions such as banks that must comply with the Basel III International Regulatory Framework and insurance companies that are regulated through the Solvency II International Regulatory Framework, which are contracted in accordance with the procedures of the Purchasing, Supplies and General Services Management.
- Public Notaries.
- Operations for amounts less than \$200,000.00 (Two Hundred Thousand Mexican Pesos) per year, or the equivalent in U.S. dollars at the exchange rate of the day the contracting is made, issued by the Official Gazette of the Federation, in this case, the Purchasing, Supplies and General Services Management must carry out the necessary internal processes to select the supplier and record this in the contracting case file. For this type of contracting it will be necessary to keep the UCI informed for its records.

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- Information services whose offer contains conditions that constitute adhesion contracts and the Supplier does not accept modification of its terms or conditions, which must be duly documented.
- The Commissioner of PMI CIM or of the companies to which it provides services, since the hiring process is carried out in accordance with the instructions of the Human Capital Management.
- Simplified operations that refer to the participation of PMI CIM employees and companies to which it provides services in training events, seminars, diploma courses or congresses that are offered to the general public by higher education institutions or specialized companies. The above, as established in the procedures of the Purchasing, Supplies and General Services Management of PMI CIM with scope also to the companies to which it provides services.

With regard to simplified transactions related to subscriptions to newspapers, magazines, broadcasting organizations or online information services (such as, for example: Opis, Argus, Bloomberg, among others), they are exempted from the full DD exercise, however, the following must be performed:

1. The BU must request the execution of the DD indicating in the subject line of the mail that it is a Simplified Transaction;
2. The UCI shall review the Restricted Lists;
3. The UCI shall verify reputational antecedents in Adverse News; and, in case of finding such antecedents, shall request the opinion of the DJ.
4. The BU, through the initial questionnaire, must verify whether the employee is a former employee of PMI CIM, the companies to which it provides services, PEMEX or its companies.
5. DJ shall verify that the contract with the Third Party contains anti-corruption statements and clauses.
6. Each area involved in the DD must integrate in the respective case the documentation or evidence that accredits the previous review.

With regard to the contracting of information services whose offer contains conditions that constitute adhesion contracts and the supplier does not accept modification of its terms, it shall be exempted from the DD. However, this condition must be documented.

### III.1.3 Application of the initial or renewal DD

The BU shall request to UCI the application of an initial or renewal DD, via e-mail, accompanying it with the initial or renewal questionnaire. The initial or renewal DD (Annex 2 or Annex 8) must be carried out prior to the formalization or renewal of the Commercial Agreement.



### III.1.4 Urgent DD process

In exceptional cases in which the operations and continuity of the services of PMI CIM and/or Companies to which it provides services may be compromised, the contract, service order or nomination may be formalized without having completed the DD, provided that the request for an Urgent DD is submitted by means of a memorandum addressed to the Head of the UCI, with a copy to the PMI CIM Management Group and Companies to which it provides services and that there is no unanimous objection by the latter.

Once the justification is received by the Head of the UCI, the UCI will proceed to review the Restrictive Sanctions Lists. If the UCI obtains a **favorable result** from the review of the Lists of Restrictive Sanctions, it will reply to the BU that made the request with a copy to the Head of the PMI CIM General Directorate and the Management Group.


In the event that the review of the Restricted Lists yields a **negative or unfavorable result**, which cannot be subsequently remedied by MMRDD, the UCI will notify the findings to the BU that has made the request with a copy to the Management Group, informing the reasons for rejection.

Until the BU has the response of the UCI regarding the outcome of the review of the Restrictive Lists may not initiate or renew the Commercial Agreement. In the case of contractual alliances, this shall be done during the agreement stage and prior to the formalization of the specific contract, or any instrument that generates obligations for PMI CIM or the Companies to which it provides services to a Third Party.

### III.1.5. Verification of participants in contracting processes, including selection processes coordinated by the Management of Purchases, Supplies and General Services.

The BU shall incorporate in its contracting procedures, the verification of the criteria that allow the prior review of the participants; with the purpose of having elements to reject the proposal submitted by any participant and that, as a result of the prior review, any of the following assumptions are met:

- a. Do not submit the Manifest of Links or relationships with politically exposed persons and officials of PMI CIM; as well as of the Companies to which it provides services, in accordance with the provisions of Section III.3 of the Anticorruption Policies and Guidelines applicable to PMI CIM and/or Companies to which it provides services. (In the case of Third Parties with domiciles outside of Mexico, the application will be evaluated with regard to politically exposed persons).
- b. Do not submit the Manifests of Adherence to the Codes of Ethics or Conduct applicable to PMI CIM and Companies to which it provides services, unless the Third Party already has its own;

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- c. That you have a current lawsuit against PMI CIM and/or the Companies to which it provides services, or against PEMEX and its Companies. To do so, PMI CIM's Legal and Operational Litigation Management must be consulted.

In the case of labor lawsuits of employees of the Third Parties, this will include those that have a final judgment against PMI CIM, the Companies to which it provides services or PEMEX and its Companies for obligations that corresponded to the Third Party;

- d. To be on the definitive list published by the Tax Administration Service and in the Official Gazette of the Federation as a taxpayer that simulates operations through the issuance of invoices or digital tax receipts (Company that Invoices Simulated Operations, EFOS). In the case of third parties domiciled outside of Mexico, this assumption does not apply;
- e. Those Third Parties that have been convicted or are under investigation for acts of corruption or crimes by a competent national or foreign authority;
- f. Is on any Restricted List, and

The BU shall carry out the verification of the information provided by the participants and request the UCI to carry out the searches in the Restricted Lists, of which it shall leave a record, which may be requested for the development of the DD procedure.

### III.1.6. Development of the DD

For the development of the DD, Third Parties will be analyzed considering two groups: Individuals and Legal Entities:

#### III.1.6.1 DD for Third Party Natural Persons

DD in the case of Third Party natural persons, the DD shall consist of the following:

1. The UCI shall review the Restricted Lists;
2. The UCI shall check reputational background in Adverse News<sup>1</sup> ; and, if such background is found, shall request the opinion of the DJ.
3. The UCI must verify that it is not on the list of Article 69 B of the Federal Fiscal Code;
4. The BU, through the initial questionnaire, must verify if it is a former employee of PMI CIM, the Companies to which it provides services, PEMEX and its Companies;

<sup>1</sup> Information obtained by the UCI as a result of conditions precedent or on restrictive lists involving the Third Party in matters related to Acts of Corruption, money laundering, tax evasion, illicit fuel market, fraud, terrorist financing, bribery, human rights violations, environmental crimes or other acts contrary to corporate ethics and integrity.

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5. The UCI shall request that the Third Party individual submit its declaration of relations with Politically Exposed Persons in terms of the provisions of the Anticorruption Policies and Guidelines of Petroleos Mexicanos, its Subsidiary Productive Companies and, if applicable, Subsidiary Companies (PAC).
6. The DJ shall verify that the contract signed by the Third Party contains anti-corruption declarations and clauses.
7. The UCI must verify the existence of current DD, this consultation will be made in the PMI CIM DD System and in PEMEX's Commercial Viability list and if it is useful, it may adopt it as its own, adhering to its content, follow-up and result; if it is low risk, it may adopt it and present the matter for the GTDD's knowledge; in case of medium or high risk, it must present it for the GTDD's authorization.
8. Each area involved in the DD must integrate in the respective case the documentation that accredits the previous review.

The BU **may not enter into Commercial Agreements** with Third Party natural persons that have results in items **1, 2, 3 and 4 of this section**, or that refuse to subscribe the Commercial Agreement in terms of what is indicated in item 6 of the same.

### III.1.6.2 DD for Third Party Legal Entities

A) In the event that the Third Parties are Legal Entities, the DD shall consist of the following:

1. The UCI shall review the Restricted Lists;
2. The UCI shall verify reputational antecedents in Adverse News; and, in case of finding such antecedents, shall request the opinion of the DJ.
3. The UCI must verify that it is not on the list of Article 69-B of the Federal Fiscal Code;
4. The BU, through the initial questionnaire, must verify if it is a former employee of PMI CIM, the Companies to which it provides services, PEMEX and its Companies;
5. The UCI shall request the BU that such Third Party submits its declaration of relations with Politically Exposed Persons in terms of the provisions of the PAC.
6. The DJ shall verify that the contract signed by the Third Party contains anti-corruption declarations and clauses.
7. Each area involved in the DD must integrate in the respective case the documentation that accredits the previous review.

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8. The UCI must verify the existence of current DD, through the PMI CIM DD System and in the PEMEX Commercial Viability list and if it is useful, it may adopt it as its own, adhering to its content, follow-up and result; if it resulted as low risk, it may adopt it and, if required, it may submit the matter to the GTDD; in case of medium or high risk, it must submit it for GTDD's authorization.

In order to carry out the DD procedure to Third Party Legal Entities **acting as principal or Guarantor in the Commercial Agreement**, the UCI shall:

- The BU may request the DD indicating that it is a Guarantor Company (Holding).
- The BU shall submit the list of affiliates and/or subsidiaries to which the Guarantor Company is guaranteeing.
- The Project Leader shall review restrictive lists; in case of identifying risks for PMI CIM in terms of corporate ethics, he/she shall submit the case to the GTDD.
- The Project Leader shall review adverse reputational history; in case of identifying risks to PMI CIM in terms of corporate ethics, he/she shall submit the case to the GTDD.
- The BU shall inform if the Guarantor Company is registered in any stock exchange and share the details to the Project Leader; in case it is not listed in the stock exchange, the BU shall share the list of shareholders and main officers, as well as its corporate ethics regulations.
- The SAR, if required, will report on the behavior of the use of the credit line in force.
- Each area involved in the DD must integrate in the respective case, the documentation that accredits the previous review.

### III.1.7. DEVELOPMENT OF THE INITIAL DD PROCESS.

#### 1. Collection of Third Party Information:

**Conduct the initial risk analysis.** The ICU shall conduct an initial investigation of potential risks, including corruption risks, using the appropriate section of the questionnaire provided in Annex 2, which is based on the following factors:

1. **Geographic location.** - Risk level of the geographic location where the Third Party resides or operates;
2. **Industry.** - Risk level of the industry sector in which the Third Party conducts business transactions;
3. **Background.** - History and identity of the Third Party; and

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For each of the key risk indicators determined, the UCI will evaluate whether the Third Party and the business relationship represent a high, medium or low level of risk, and if required, may request an opinion from the DJ.

At the end of this analysis process, the UCI shall justify in writing and document the decision of the initial risk category assigned to the Third Party, through the DD tool.

## 2. Additional data collection according to the Initial Risk Level.

The objective is to gather and document relevant information about the Third Party's organizational structure, operations and commitment to corporate integrity.

This process is carried out with the application of the DD Questionnaire to be answered by the Third Party (Annex 3).

The UCI will send Annex 3 to the Third Party, so that, within a maximum period of 90 business days (in Mexico), it may issue its response; the applicant of the corresponding BU must follow up with the Third Party until it delivers Annex 3.

If no response is received from the Third Party during the period mentioned in the previous paragraph, the UCI shall consider the DD process cancelled and notify the BU. If applicable, the BU shall initiate a new process.

The BU shall internally keep control of the communications it has with the Third Party.

When the Restricted Lists review yields a negative or unfavorable result, which cannot be subsequently remedied by MMRDD, the UCI will submit the case to the WGDD.

## 3. Review and validation of the information collected.

Upon completion of data collection, the UCI shall identify, if any, gaps or inconsistencies in the information obtained, and determine whether the Third Party's Initial Risk Level is:

1. Low,
2. Medium,
3. High.

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In the event of inconsistencies, or if any relevant facts become known during the data collection process, the UCI shall request clarifying information from the Third Party to document the process.

#### 4. Analysis of information and identification of Red Flags to establish the Third Party's Definitive Risk Level.

Once the Third Party responds to the questionnaires, the UCI analyzes the information obtained from the DD questionnaires and the additional clarifying information, if any, provided by the Third Party, to answer and identify in Annex 4 (Red Flags Checklist), in order to determine the Definitive Risk Level of the Third Party, which may be: Low, Medium or High.

**Low Risk Level.** - It will be for Red Flags, which can be addressed with MMRDD established in the Policy. The UCI will issue a Feasibility Opinion.

**Medium Risk Level.** - With significant Red Flags, which must be addressed with MMRDD established in the Policy, with the commitment to be implemented by the Third Party. The UCI will issue the Feasibility Opinion, but according to the risks detected, the Third Party could be evaluated by the GTDD.


**High Risk Level.** - With materialized risks or Red Flags whose impact if materialized may be an impediment to the development of the Commercial Agreement the UCI will submit the case to the WGDD for analysis and/or authorization.

#### 5. Establishment of MMRDD.

Once the Definitive Risk Level of the Third Party has been established (Annex 4), the UCI will proceed to establish the MMRDD for each of the identified Red Flags, selecting the appropriate ones from **Annex 5**. Once the MMRDD have been selected, the UCI may request the opinion of the DJ, or submit it to the WGDD, in order to carry out the evaluation of the Definitive Risk Level and the determined MMRDD and, if applicable, determine the feasibility of entering into or continuing with the Commercial Agreement with the Third Party.

#### 6. Approval process and risk mitigation

The Opinion on the Third Party for the conclusion or continuation of the Commercial Agreement issued by the UCI shall be made in a reasoned and motivated manner, based on the information contained in the DD Tool; and that provided by the Third Party, with a risk-based approach and may be in the following senses:

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- i) **Approval without observations.** Expressing the feasibility of entering into or continuing with a Commercial Agreement with the Third Party.

The BU shall follow up on the Commercial Agreement in force or to be formalized, as the case may be.

- ii) **Conditional Approval.** Expressing the viability of entering into or continuing with a Commercial Agreement, as long as the Third Party complies with the established MMRDD.

The BU shall request in writing to the Third Party the evidence required by the UCI to meet the MMRDD or the corresponding Compliance Program.

- iii) **Rejection.** Expressing the Non-Feasibility to enter into or continue with a Commercial Agreement with a Third Party derived from the evaluation carried out to the Definitive Risk Level of the Third Party.


The BU shall adopt the pertinent measures to conclude the Commercial Agreement; or not to formalize it, with the support, as the case may be, of the DJ.

With respect to Third Parties determined as Not Viable to enter into a Commercial Agreement and that the same cannot be executed by another Third Party, exceptionally, the BU in charge of the Commercial Agreement shall issue and subscribe a duly founded and motivated opinion in which it justifies and accredits this assumption, with the authorization of the Area Director and with the approval of the General Director of the Company, in order to proceed with the execution of the Commercial Agreement.

## 7. There are grounds for not entering into or continuing Commercial Agreements with Third Parties when they are located in the following cases:

- Failure to submit, when applicable, the Manifest of Links or relationships with Politically Exposed Persons and employees of PMI CIM and Companies to which it provides services and personnel of PEMEX and its Companies. In the event that the Individual or Legal Entity has its fiscal domicile outside of Mexico, the application of such manifest will be considered;
- Failure to present, when required, the Manifests of Adherence to the Codes of Ethics and Conduct of Petroleos Mexicanos or its Subsidiary Productive Companies and/or Subsidiaries;
- That there is a claim, complaint, investigation file, criminal proceeding, lawsuit, legal recourse, arbitration proceeding in Mexico or abroad, or proceeding in the form of a lawsuit in force in Mexico or abroad against PMI CIM, or against PEMEX and its Companies. In the case of labor lawsuits of employees of the Third Parties, those that have a final judgment or sentence against PMI CIM or PEMEX or its Companies for obligations that corresponded to the Third Party, the appeal for reconsideration is excluded;




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- That they are on the definitive list published by the Tax Administration Service and in the Official Gazette of the Federation as taxpayers that simulate operations through the issuance of invoices or digital tax receipts (EFOS). In case the individual or company has its tax domicile outside of Mexico, this assumption would not apply;
- The Third Party, its shareholders, beneficial owners, members of senior management or key employees are on Restricted Lists (OFAC, UIF, European Union, Great Britain), or the financial or material resources come from a restricted country;
- Those Third Parties that have been convicted, sanctioned or have confessed to having incurred in such offenses or have acquiesced as part of a proceeding in the matter for Acts of Corruption or offenses by a competent national or foreign authority. Unless they have served their sentence, paid their penalty or conciliated before the corresponding authority;
- When there is any litigation or legal process pending against PMI CIM, PEMEX and/or its Companies, or any key employee or Member of senior management, initiated by any governmental authority of any country including the country in which the Commercial Agreement will be developed, the outcome of which could adversely affect PMI CIM or PEMEX and its Companies;

In the event that the Third Party has an interest in terminating the legal process against PMI CIM or PEMEX and its Companies, it must submit a letter addressed to the DJ of PMI, in order for the corresponding actions to be carried out;

- When in the shareholding of the Third Party or the Third Party itself is a public servant and has not reported it in its statement of net worth and conflict of interest;
- Not to disclose the Beneficial Owner or Beneficial Owners of the Third Party, except in the case of issuers of securities listed on a stock exchange;
- The Third Party lacks the economic and execution capacity required to carry out the Commercial Agreement, or its source of financing is not regulated;
- If the Third Party employs child labor or another form of modern slavery;
- If the Third Party does not comply with the permits, certifications, registrations, licenses or authorizations issued by an authority, in force and in accordance with the applicable regulations;
- If the Third Party states that it does not comply with the Anti-Corruption Laws and Obligations of its country of origin and the countries where it operates;
- If the Third Party states that any of its key employees or a Member of the senior management of its Organization provides or will provide financial or any other type of benefits to any employee of PMI and/or Companies to which it provides services or, PEMEX and its Companies, to any Politically Exposed Person or a member of the family of a Politically Exposed Person;



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- When there are not sufficient or appropriate MMRDD to avoid or mitigate the Red Flags identified in the Third Party,
- That PMI CIM, the Companies to which it renders services and PEMEX or its Companies are prevented by mandate of a competent authority or by law from entering into Commercial Agreements with the Third Party; and
- Refuse to comply or fail to comply with the established MMRDD,

The UCI is responsible for documenting the DD; therefore, the original information and that which supports the decision taken, will be kept by the UCI in the directories that for such purpose have been enabled by the PMI CIM Information Systems Sub-Directorate.

## 8. Implementation of the MMRDD:

The monitoring of the MMRDD determined will be the responsibility of the BU, for this purpose, it must establish the necessary conditions that allow attention to be given to the MMRDD regulated in accordance with **Annex 5**.

- The BU in conjunction with the DJ should, to the extent possible, include as an annex to the Commercial Agreement the Compliance Plan containing the MMRDD;
- The BU follows up on the MMRDD determined, so it must request the Third Party to pay attention to them, since the evidence will be evaluated by the ICU for compliance;
- In all cases, efforts will be made to address the MMRDD **prior** to the entry into force of the Commercial Agreement;
- In the event that these cannot be remedied, prior to the execution of the Commercial Agreement, the Third Party must submit a Compliance Program that must contain actions to be executed, times to do so and information delivery agreements, must be signed by a legal representative of the Third Party and, as far as possible, included as an annex to the Commercial Agreement. Under no circumstances may the implementation and compliance time exceed one year;
- The DJ shall verify that the Commercial Agreements contain the anti-corruption clause;
- In the case of Third Parties with conditional opinion, the DD will be concluded once the MMRDD have been addressed prior to the formalization of the Commercial Agreement, as for the cases subject to the exception process of this Policy, the MMRDD will be included in the Commercial Agreement.
- The DJ, in cases of conditional opinion subject to the exception process of this Policy, if there is an agreement with the counterparties, shall verify the inclusion of the following in the Commercial Agreement:
  - a) Clause regarding compliance with the DD, and
  - b) Annex to the Compliance Plan.

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The foregoing, provided that an agreement is reached with the counterparty and that its inclusion does not generate risks of loss of customers, shareholders or suppliers for the execution of PMI CIM's business or operations or those of the Companies to which it provides services.

For the above, the BU in each request for legal review of a Commercial Agreement that it requests to the DJ, must include in its request the status of the DD and the Compliance Plan, if not included, it will be understood that the DD has already been made to the counterparty and that it was not conditioned.

- It shall be the responsibility of the BU to use the formats approved by the DJ for the cases of legal instruments that are not subject to the sanction of the DJ.
- In the event that the Third Party does not comply with the MMRDD established in the Commercial Agreement, the BU with the support of the UCI, will submit the case to the consideration of the WGDD and will evaluate the convenience of terminating the Commercial Agreement and based on such evaluation, the corresponding legal, administrative, financial, commercial and operational actions will be taken.

## 9. Follow-up to the approval of the DD


Once the commercial relationship with the Third Party has been formalized, and when a Compliance Program has been subscribed between the parties, the following must be verified:

- UCI shall verify that the Compliance Program has been implemented as agreed. If such condition is not met, the UCI shall inform in writing the Director of the BU Area, who shall demand compliance or evaluate the convenience of terminating the business relationship; if not resolved within 30 calendar days. The UCI shall inform the WGDD to consider maintaining or terminating the contractual relationship.
- In the event that once the DD has been concluded, media reports are generated by the Third Party, UCI shall integrate the information of those media reports to identify the emergence of Red Flags and, if necessary, may apply a new DD and submit it to the approval of the corresponding GTDD to give continuity to the commercial relationship.

### III.1.8 Validity of the DD.

The DD will remain in force for two years, extendable for one more year, considering the date on which the Commercial Viability of the Third Party was issued. For this purpose, the BU shall request the renewal of the DD to the UCI at least 30 working days before the previously issued Opinion reaches two years.

The DD may be extended for one more year, provided that in the previously issued Opinion, the result of

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the Third Party has been **Low Risk and No Observations**. The above, unless there are new indications of risks related to corruption, money laundering, etc., or the conditions for the issuance of the Opinion are modified. The decision to extend the validity of the DD for one more year is the faculty of the UCI, so it will communicate with BU after performing its analysis to inform the possibility of extending the validity for an additional year.

The Third Parties shall not require DD when entering into new Commercial Agreements, if it is in force, unless there are special circumstances that merit it according to the feasibility opinion issued, in accordance with the following paragraph.

### III.1.9. Renewal of the DD

The BU shall apply to the UCI for renewal of the DD at least 30 working days before the previous Opinion completes two years.

For the renewal of the DD Opinion, the existence of a new legal instrument is assumed, either a new one or an agreement to the previous one, in order to be able to reflect the MMRDD that may arise. Otherwise, what is required is to follow up on the Opinion that was issued and whose result continues to be attended, this in the case of recurring MMRDD.

It is necessary to renew:


- In case the Third Party is not complying with the MMRDD.
- When new risks are detected during the follow-up of the Third Party.
- When the original conditions of the Third Party change (other shareholder, mergers, spin-offs, etc.)
- When upon expiration of the term of the Opinion it is intended to carry out a new Commercial Agreement, or to continue commercial relations with the Third Party.

The application shall be made by e-mail, using the application form for the renewal of the DD (Annex 8), in accordance with the procedure for the development of renewals.

### III.1.10 Validity of the DD

The BU may adhere to the result of a DD in force requested by another BU and to those carried out by PEMEX and its Companies, depending on the resources or tools available and if it is in its best interests. In the case of seeking to adhere to one of PEMEX and its Companies, the UCI must request it to the Legal Department of PEMEX, so that it can be analyzed and, if necessary, depending on the level of risk, it can be adopted or brought before the GTDD.

In the event that they adhere to an existing DD practiced by another BU, the MMRDD of the original DD

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shall be adopted, provided that there are no relevant new elements that require a risk analysis.

## III.2 Attention to DDE

### III.2.1 General.

The UCI is responsible for maintaining in force the Standard Information to integrate the DDE (Annex 10), as well as to meet the information requirements requested by Third Parties within the DDE process, both for PMI CIM, as well as for the Companies to which it provides services.

As part of the DDE, we deal with identification requests and processes made by third parties in financial matters, also known as *Know Your Customer (or KYC)*, which are carried out for customer identification, to comply with international regulations against money laundering and terrorist financing, among others.

The Information provided to the Third Party as a result of a DDE will be stored in the directories that the PMI CIM's Information Systems Subdirectorates will provide to the UCI for such purpose.

The UCI will provide attention to those requirements that correspond to PMI CIM, as well as to the Companies to which it provides services and that are requested through the Risk, *Compliance* or Credit Departments of the Financial Institutions and commercial counterparties.

### III.2.2 Request from the Third Party

In the event that a Third Party requires a DDE to be applied to PMI CIM or any of the Companies to which it provides services, the BU will provide the Third Party with UCI contact information.

### III.2.3 Internal Coordination

The Standard Information will be the initial source of consultation of the UCI to meet the requests of Third Parties in the DDE. The information provided by the BU will also be considered valid.

### III.2.4 Delivery of information to the Third Party

Prior to the delivery of the information to the Third Party, the BU must complete and sign the DDE1 form, and have a *Non-disclosure agreement (NDA)* or contract that includes confidentiality clauses between PMI CIM and the affiliated companies to which it provides services, each *NDA* must be signed by the requesting company with the Third Party, which requires the corresponding legal sanction, thus providing that the information provided may not be used for purposes other than those agreed. The confidentiality agreement must be based on the model agreement reviewed by the DJ of PMI CIM (Annex 10), in the event that the format is provided by the Third Party, the same must be sanctioned by the DJ.

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In the event that the DDE requests include financial requirements, PMI CIM's Finance Department, through the Financial Analysis and Planning Sub-Directorate, will be responsible for validating the information provided by the requesting counterparty and giving its consent to deliver it to the counterparty and/or financial institution.

The information must be provided to the Third Party by UCI with a copy to the requesting BU, through the mail [oficinadecumplimiento@pmicim.com](mailto:oficinadecumplimiento@pmicim.com), in the terms and form agreed with the Third Party. If the data requested by the Third Party belong to the Companies to which PMI CIM provides services, the UCI must communicate it to the corresponding areas.

### III.2.5 Rejection of the Business Relationship

If as a result of the DDE the conclusion of the commercial relationship is rejected or conditioned, due to facts contrary to ethics, corporate integrity or other irregularities, UCI must inform the final opinion of the Third Party in writing to the corresponding BU and prepare a report on the causes and communicate to the areas and/or Affiliated Companies to which it provides services, where the deficiencies detected have been observed, in order to proceed to their correction or, failing that, to take the necessary actions to prevent their recurrence.

### III.2.6 DDE information safekeeping

The Type information and the information sent to the Third Party will be stored in the directories enabled for such purpose by the PMI CIM Information Systems Subdirectorate and to which only the UCI will have access.


## III.3 DD Tool

The PMI CIM Information Systems Sub-Directorate will implement the specific platform for the attention of the DD.

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## Transitional Provision

**First.** These Policies and Guidelines shall enter into force on the day following their authorization by the General Management of PMI CIM, and any previous version of this document shall be repealed.


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## ANNEX 1

### Definitions and acronyms

For the purposes of this document, the terms mentioned below shall have the meaning provided in this section, and may be used interchangeably in the singular or plural:


| Term                                   | Meaning   |
|--|---|
| <b>Commercial or Service Agreement</b> | Agreement of wills directly or indirectly related to the object of PMI CIM or the Companies to which it provides services, in verbal or written form, whose object is lawful, any economic transaction; exchange of goods or services in any of its forms embodied in a legal instrument of any kind.   |
| <b>Red Flags</b>                       | Circumstances suggesting risks of corruption, misconduct or corporate integrity, identified with the information collected from the Third Party.  |
| <b>Final Beneficiary</b>               | It is understood that a person or group of persons controls a legal entity when, through the ownership of securities, by contract or any other act, it can: <ul style="list-style-type: none"> <li>i. Impose, directly or indirectly, decisions at general meetings of shareholders, shareholders or equivalent bodies, or appoint or dismiss the majority of directors, administrators or their equivalents;</li> <li>ii. Maintain the ownership of the rights that allow, directly or indirectly, the exercise of voting rights with respect to more than fifty percent of the capital stock; or</li> <li>iii. Directing, directly or indirectly, the management, strategy or major policies of the company.</li> </ul> |
| <b>Media search</b>                    | Research developed through access to public consultation information in the news media.   |
| <b>Code of Conduct</b>                 | Code of Conduct of Petroleos Mexicanos, its Subsidiary Productive Companies and, as the case may be, Subsidiary Companies, or that which is in force for Subsidiary Companies.  |
| <b>Code of Ethics</b>                  | Code of Ethics of Petroleos Mexicanos, its Subsidiary Productive Companies and Subsidiary Companies. or that which is in force for the Subsidiary Companies.  |
| <b>Conflict of Interest</b>            | It is the possible affectation of the impartial and objective performance of the Personnel's functions due to personal, family or business interests. It occurs when in the decisions or actions of the Personnel an interest other than that of PMI CIM and the Companies to which it provides services, PEMEX and its Companies prevails.   |
| <b>Due Diligence (DD)</b>              | Process to identify commercial, financial, accounting, ethical or corporate integrity, money laundering, and terrorist financing and corruption risks related to Third Parties with which it maintains or intends to enter into any type of Business Relationship, as well as the measures required to prevent and mitigate those risks.  |
| <b>External Due Diligence (DDE)</b>    | Process to be implemented when it is required to meet the request of a Third Party with whom it intends to enter into or continue any type of Business Relationship with PMI CIM or with any Company to which it provides services.   |
| <b>Urgent Due Diligence</b>            | In the event that the operations and continuity of the services of PMI CIM and/or the Companies to which it provides services are compromised, the contract, service order  |

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| Term   | Meaning  |
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|  | or nomination may be formalized without having completed the DD, provided that the request is submitted to the PMI CIM Management Group and there is no objection.   |
| <b>Key employee or member of senior management</b> | Personnel of the Third Party with any of the following or similar positions: president, treasurer, secretaries, members, board members, sole or joint administrator, manager, director, project manager and financial manager).  |
| <b>Companies to which it provides services</b>     | Refers to subsidiaries of Petroleos Mexicanos that are subrogated in their rights or obligations, or those that have a [common] service contract with PMI CIM.   |
| <b>Link</b>  | Person appointed by the BU to carry out any activity necessary for the attention of the information requirements presented by the Third Parties, derived from the DDE and DD.  |
| <b>Purchasing and Supply Management</b>            | Area in charge of the purchase and acquisition of goods and services for PMI CIM and companies to which it provides services.  |
| <b>Management Group</b>                            | PMI CIM Area Directors and General Managers/Area Directors and/or equivalents of PMI Trading Designated Activity Company and PMI Trading México, S.A. de C.V.  |
| <b>Due Diligence Working Group (GTDD)</b>          | Working Group made up of personnel from the DJ, SAR, the BU and the UCI or all of PMI CIM, after designation by the heads of said areas, and which is in charge of analyzing cases of relevant risks, non-compliance with mitigation measures by Third Parties, Negative Notes, among others.  |
| <b>Corruption Facts</b>                            | Any act or omission for the purpose of (i) paying, offering, giving, promising to give or authorizing the giving, to any Person (including individuals, commercial organizations, political parties or public officials) or soliciting, accepting or agreeing to accept from any Person, either directly or indirectly, anything of value to (a) influence any act or decision of the recipient in his or her capacity; (b) induce the recipient to perform or omit to perform any act in violation of a duty of good faith, fairness or trust, or reward the recipient for acting improperly; or c) obtaining, influencing, inducing or rewarding any improper advantage, or where the recipient would be acting improperly in receiving the thing of value, or any which may involve the violation of applicable Anti-Corruption Laws and Obligations; (ii) the use of resources for Money Laundering or the financing of terrorism, or otherwise dealing with resources of illicit origin, the realization of which may give rise to a Type of Corruption as set forth in Annex IV of these Policies and Guidelines; (iii) use of intermediaries as a triangulation scheme, to evade compliance with a national or foreign law or regulation to which it is obliged or any type of illicit employment, and (iv) including but not limited to: concealment, concealment, incitement, aiding, abetting, instigation, coalition, sponsorship in hiring or selection of personnel and diversion of resources. |
| <b>Due Diligence Tool</b>                          | IT means available to PMI CIM and the Companies to which it provides services to facilitate the flow, recording and documentation of information derived from the DD on corporate ethics and integrity.  |

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| <b>Information Type</b> | The information and basic documentation necessary to meet the requirements of Third Parties in the DDE and that is available in the directories that the PMI CIM's Information Systems Sub-Directorate enables for such purposes (Annex 9). |
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| <b>Intermediaries</b>                                 | Entities or persons, including subsidiaries, affiliates, partnerships or joint ventures, consultants, managers, public relations agencies, <i>marketing</i> agencies, logistics providers, carriers, customs agents or any others who carry out procedures or formalities before other government officials or public servants in Mexico or abroad in favor or for the benefit of PMI CIM and the Company to which it provides services, PEMEX or its Companies.   |
| <b>Money Laundering</b>                               | Activity intended to integrate resources of illicit origin into the legal market or destined for illicit purposes, including terrorism. The resources or destination may be the result of criminal or fraudulent operations, or those derived from any illicit activity, counterfeiting, organized crime operations, corruption or bribery, financing of terrorism, drug, human or arms trafficking, tax fraud, or any other assumption provided for in the Federal Criminal Code or by the corresponding financial authorities.   |
| <b>Anti-Corruption Laws and Obligations</b>           | The following Mexican and foreign laws: (i) General Law of the National Anticorruption System, (ii) Federal Criminal Code, (iii) Federal Republican Austerity Law, additionally the (iv) United States Foreign Corrupt Practices Act 1977 (FCPA), (v) UK <i>Bribery Act 2010</i> , (vi) any other legal or administrative anti-bribery and anti-corruption provisions prohibiting any Corrupt Acts, in each case to the extent applicable to each party, including, without limitation, (a) the legal and administrative provisions prohibiting bribery and, where applicable, those relating to anti-bribery and anti-corruption, and the Organization for Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, United Nations Convention Against Corruption (UNCAC); and (b) for each party and affiliates, the laws prohibiting bribery in the countries of such party, its affiliates or the place of incorporation of the parent entity, principal place of business and place of registration as an issuer of securities. |
| <b>Project Leader</b>                                 | PMI CIM Internal Control Unit.   |
| <b>Restricted Lists</b>                               | <p>National and international databases that compile information, reports and background of individuals and legal entities, and those shown below or those that are replaced or added, by means of a written communication sent by the UCI:</p> <p> <a href="https://sppld.sat.gob.mx/pld/interiores/actualizacionlistas.html">https://sppld.sat.gob.mx/pld/interiores/actualizacionlistas.html</a><br/> <a href="https://www.export.gov/csl-search">https://www.export.gov/csl-search</a><br/> <a href="https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanction">https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanction</a><br/> <a href="https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets">https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets</a> </p>  |
| <b>Manifesto of Adhesion</b>                          | Document by means of which the Third Party voluntarily adheres to Petroleos Mexicanos' Codes of Ethics or Conduct when these documents are lacking in its organization.  |
| <b>Link Manifesto</b>                                 | Document through which the Third Party states if there are any relationships with Politically Exposed Persons, employees of PMI CIM, Companies to which it provides services, PEMEX and its Companies.   |
| <b>Due Diligence Risk Mitigation Measures (MMRDD)</b> | Actions or activities aimed at preventing or eliminating a risk proposed in Annex 5 or those determined by the MDWG or the ICU.  |

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| <b>Mexico</b>                                    | United Mexican States   |
| <b>Initial Risk Level</b>                        | It is the level of risk of the Third Party determined by the UCI as a result of the Prior Risk analysis, whether low, medium or high.   |
| <b>Definite Risk Level</b>                       | It is the risk level of the Third Party as determined by the UCI by the result of the evaluation of the Third Party.  |
| <b>Adverse News</b>                              | Information obtained by the UCI as a result of Conditions Precedent or on Restricted Lists involving the Third Party in matters related to Corruption, money laundering, tax evasion, Illicit Fuel Market, fraud or terrorist financing.  |
| <b>Transactions Without Formalizing Contract</b> | Acquisitions, leases, works and services, whose amounts or assumptions are those established in the corresponding PMI CIM regulations, as well as those of the Companies to which it provides services.   |
| <b>PAC</b>                                       | Anti-Corruption Policies and Guidelines for Petroleos Mexicanos, its Subsidiary Productive Companies and, if applicable, Subsidiary Companies.  |
| <b>PEMEX</b>                                     | Petroleos Mexicanos.  |
| <b>PEMEX and its Companies</b>                   | Petroleos Mexicanos, its Subsidiary Productive Companies and, if applicable, Subsidiary Companies.  |
| <b>Politically Exposed Persons</b>               | <p>a. Nationals: Those persons listed by the Ministry of Finance and Public Credit in the web page:<br/> <a href="https://www.gob.mx/shcp/documentos/uif-marco-juridico-personas-politicamente-expuestas-national">https://www.gob.mx/shcp/documentos/uif-marco-juridico-personas-politicamente-expuestas-national</a><br/> <a href="https://www.gob.mx/cms/uploads/attachment/file/532306/Documento_de_Acrobat.pdf">https://www.gob.mx/cms/uploads/attachment/file/532306/Documento_de_Acrobat.pdf</a><br/> Additionally, the following:</p> <ol style="list-style-type: none"> <li>1. Deputy Directors, Managers, Assistant Managers or members of the governing bodies or technical committees of parastatal entities and other State-owned productive enterprises.</li> <li>2. General and Corporate Directors, Deputy Directors, Coordinators, Heads of Units and Areas or equivalent positions in PEMEX and its Companies;</li> <li>3. Those that intervene or perform statutory functions provided for in guideline II.4.2 of the PAC, vis-à-vis Third Parties or any other that involves a Commercial Agreement;</li> <li>4. Personnel who hold a position, position, commission or equivalent functions, homologous or adjunct and up to three levels lower than those referred to in item b of this number; and</li> <li>5. Public officials equivalent to those listed above in other countries, in the case of Third Parties that participate in processes with Affiliates operating abroad.</li> </ol> <p>b. Foreign: public officials equivalent to those listed above in other countries, in the case of Third Parties that participate in processes with Subsidiaries operating abroad.</p> |
| <b>PMI CIM</b>                                   | P.M.I.® International Trade, S.A. de C.V.   |
| <b>Policies and Guidelines</b>                   | Policies and Guidelines for the Development of Ethics and Corporate Integrity Due Diligence in P.M.I. Comercio Internacional, S.A. de C.V. and Companies to which it Provides Services.   |

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| <b>Initial Risk</b>                          | It is the analysis carried out by the ICU whose purpose is to determine the Initial Risk Level of the Third Party.   |
| <b>Information Services</b>                  | Providers of price benchmarks, business intelligence, data for global energy and <i>commodity</i> markets such as crude oil and products.  |
| <b>Public servant</b>                        | A person who holds a job, position or commission in the Mexican Government.  |
| <b>Risk Management Subdirectorates (SAR)</b> | Area that participates in the DD process under the terms established in these Policies and Guidelines.   |
| <b>Third parties</b>                         | Any person or entity that has or intends to carry out any type of Commercial Agreement with PMI CIM or with the Companies to which it provides services, with the characteristics described in guideline III.1.1.  |
| <b>Internal Control Unit (ICU)</b>           | Area in charge of applying the DD to the Third Parties in any of its modalities.   |
| <b>Business Units (BU)</b>                   | Each of the areas of PMI CIM and of the Companies to which it provides services that, according to its attributions, is in charge in terms of the applicable regulations, intend to celebrate or enter into Commercial Agreements or Service Provision Agreements or of any other nature with Third Parties. |