

# INTERNAL WORKING REGULATIONS NEWTON VISION CORP-CO S.A.S

## CHAPTER I

ARTICLE 1.

This internal labor regulation is written by the company **NEWTON VISION CORP-CO** S.A.S, hereinafter "the company" domiciled in Calle 32 sur 18 A 08, floor 03, of the city of Bogotá. The company is subject to its provisions as its workers. This regulation is an integral part of individual employment contracts, concluded or concluded with all workers, unless otherwise stipulated, which however can only be favorable to the worker.

#### CHAPTER II CONDITIONS OF ADMISSION

ARTICLE 2.

The person who aspires to hold a position **at NEWTON VISION CORP-CO S.A.S**, must participate in the selection and contracting process established by the company, in compliance with the policies and procedures established for that process and provide the following documents:

- a) Fully diligence resume.
- b) Photocopy of the citizenship certificate.
- c) Civil birth registration of children (for affiliation with the social security system and the Family Compensation Fund), if applicable.
- d) Civil marriage registry or extra-court declaration of cohabitation, if applicable.
- e) Photocopy of diplomas and degree records, if applicable.
- f) Photocopy of the professional card, if applicable.
- g) Job certifications from previous jobs.
- h) Photocopy of certificates of studies (diplomas, seminars, congresses, among others).



- i) Occupational aptitude certificate, issued by the doctor indicated by the undertaking which may recognize the applicant, and may require any laboratory examinations that he believes he requires, which will be paid for by the employer. The V.I.H. test (Article 22, Decree 559 of 1991) or the pregnancy test shall not be required, unless the work to be carried out is of high risk to the mother or baby. (Article 43 of the National Constitution and Convention 111 of the O.I.T), nor the Pulmonary Abreu spelling (Resolution 13824 of 1989).
- j) Written certification of membership in the Pension Fund, EPS to which it belongs and Cesantías Fund.
- k) Diligence the payroll account opening format indicated by the company, if applicable.

### CHAPTER III TRIAL PERIOD

ARTICLE 3.

The undertaking, once the applicant has admitted, may stipulate with him an initial period of proof which will be intended to assess the skills of the worker and, on the part of the worker, the desirability of working conditions (Article 76 C.S.T.).

### ARTICLE 4.

The trial period will be two (2) months. In fixed-term employment contracts, with a duration of less than 1 year, the trial period shall be one fifth of the term initially agreed for the respective contract. Where successive employment contracts are concluded between the same employer and worker, the stipulation of the trial period is not valid, except for the first contract (Article 7 Law 50 of 1990).

## ARTICLE 5.

During the trial period, the contract may be terminated unilaterally at any time and without notice. Workers on trial enjoy all benefits (Article 80 C.S.T.).

### CHAPTER IV ACCIDENTAL OR TRANSIENT WORKERS

### ARTICLE 6.

It is accidental or transient workers, who engage in short-term tasks of no more than one month and of a different nature than the normal activities of the company. These workers are entitled, in addition to wages, to paid rest on Sundays and public holidays (Article 6 C.S.T.).



### CHAPTER V WORKING DAY AND WORKING HOURS

ARTICLE 7.

The working day will be forty-four (48) hours a week, which will be designated and coordinated by the supervisor or line manager, with a lunch hour, in the shifts established by the Management of the company.

PARAGRAPH FIRST. Workers who perform in some professional, management, trust and management activity are excluded from the maximum legal working time regulation.

### CHAPTER VI OVERTIME, ORDINARY WORK AND NIGHT WORK

#### ARTICLE 8.

The recognition and liquidation of overtime, ordinary and night work, will be carried out in accordance with what is stated in the Substantive Labor Code, Decree 2352 of 1965, Decree 13 of 1967, Law 50 of 1990, Law 789 of 2002, and other concordant rules or those that modify or add it.

#### CHAPTER VII LEGALLY MANDATORY REST DAYS

ARTICLE 9.

They will be paid compulsory rest, on Sundays and holidays that are recognized as such in our labor legislation. When the festivities fall on a Sunday, paid rest will also be transferred to Monday in the cases established by law.

PARAGRAPH FIRST. Where the working day agreed by the parties, in days or hours, does not involve the provision of services on all working days of the week, the worker shall be entitled to the remuneration of Sunday rest in proportion to the time worked (Law 50 of 1990. Art. 26 numeral. 5th).

SECOND PARAGRAPH. The recognition and liquidation of Sunday and festive work shall be carried out in accordance with the substantive code of labor, Law 789 of 2002, Law 50 of 1990. Law 51 1983, and other concordant rules or those that modify or add it.





#### CHAPTER VIII PAID HOLIDAYS

ARTICLE 10.

Workers who have served the company for one (1) year are entitled to fifteen (15) consecutive working days of paid leave (Article 186 numeral 1st C.S.T.).

### ARTICLE 11.

The time of the holiday must be indicated by the company no later than the following year and they must be granted informally or at the request of the worker, without prejudice to the service and effectiveness of the rest. The employer is obliged to disclose to the worker, at least fifteen (15) days in advance, the date on which the holiday will be granted (Article 187, C.S.T.).

### ARTICLE 12.

If there is a justified interruption in the enjoyment of the holidays, the worker does not lose the right to resume them (Article 188 C.S.T.).

## ARTICLE 13.

Holidays in cash will not be compensated, except those authorized by the Ministry of Labor. In the event in which the employment contract ends without the worker having taken leave, the compensation for these in cash shall be for one year completed and proportionately for fraction of the year. In any case, for holiday compensation, the last salary accrued by the worker will be based (Article 189 C.S.T. Article 20 of Law 1429 of 2010).

### ARTICLE 14.

In any case, the worker shall enjoy annually at least six (6) continuous working days of leave, which are not cumulative.

The parties may agree to accumulate the remaining days of vacation, up to 2 years.

Accumulation can be up to 4 years, in the case of technical, specialized, and trusted workers (Article 190 C.S.T.).

### ARTICLE 15.

During the holiday period, the worker will receive the ordinary salary that is accruing on the day he begins to enjoy them. Consequently, only the value of work on compulsory rest days and the value of supplementary work or overtime shall be excluded for the settlement of leave. Where the salary is variable, the holiday shall be settled on average as accrued by the worker in the year immediately before the date on which they are granted.



# ARTICLE 16.

The company will keep a holiday record that will record the date of entry of each worker, the date on which he takes his vacation, on which he ends them and the remuneration of them (Article 5th Decree 13 of 1967).

PARAGRAPH FIRST. In all contracts, workers shall be entitled to payment of leave, in proportion to the time worked, whatever their nature (Article 1 Law 995 of 2005).

# CHAPTER IX PERMITS

ARTICLE 17.

The company shall grant its workers the necessary permits: (i) for the exercise of the right to suffrage (ii) the performance of transitional official positions of forced acceptance, (iii) in case of severe domestic calamity duly proven, (iv) to attend the relevant medical service, (v) to assist the burial of its colleagues, close relatives, provided that they give due notice to the company.

The granting of permits shall be subject to the following conditions:

- a) The authorization of permits required by the worker will be processed before his immediate boss, in advance. Unless otherwise provided, the time spent on these permits may be discounted to the worker or compensated with equal effective working time, at times other than his ordinary day, at the option of the company (sixth number, Article 57 C.S.T.).
- b) In the case of a mourning license, the provisions of article 57 of the Substantive Labor Code shall apply. The worker shall be granted, in the event of the death of his spouse, partner or permanent companion or a family member up to the second degree of sanguinity, first of affinity and first civil, a paid leave for mourning of five (5) working days, whatever their method of hiring or employment linkage.
- c) This fact must be demonstrated by document issued by the competent authority within thirty 30 days of its occurrence.

PARAGRAPH FIRST. For the purposes of this Regulation, domestic calamity means the following facts: (i) medical emergency care and hospitalization of the spouse or permanent partner; worker's children and parents in the event that the workers live under the same roof with the worker, or are widowers; (ii) the natural duties and catastrophic, fortuitous or unforeseen events affecting the health, property or housing of the worker and his family group, including that composed of a spouse or permanent companion and family members up to the 2nd degree of



sanguinity (parents; grandparents; children, grandchildren and siblings) and first civil (adoptive children and adoptive parents), living under the same roof with the worker , in the case of a common or occupational accident or illness, suffered by the worker resulting in an incapacity covered by social security institutions, the domestic calamity shall not apply. Grant the worker for paternity leave eight (8) days. Paternity leave only operates for children born to the spouse or permanent companion.

SECOND PARAGRAPH. If there is evidence of falsehood or deception on the part of the worker in the process of the leave, the dismissal shall proceed with just cause.

## CHAPTER X SALARY, PLACE, DAYS, HOURS OF PAYMENTS AND PERIODS THAT REGULATE IT

ARTICLE 18.

Forms and freedom of stipulation:

- 1. The company and the worker can freely agree to the salary in its various modalities such as per unit of time, per work, contracted work, or piecework and by task, etc., but always respecting the legal minimum wage.
- 2. By way of derogation from Articles 13, 14, 16, 21 and 340 of the Substantive Labor Code and the rules consistent with them, where the worker accrues an ordinary wage of more than ten (10) legal minimum wages per month, the written stipulation of a salary which, in addition to remunerating ordinary work, compensates in advance for the value of benefits, surcharges and benefits, such as night, extraordinary or Sunday and festive work, legal, extralegal premiums, assigns and their interests, subsidies and supplies in kind; and, in general, those included in that stipulation, except for holidays.

Under no circumstances may the comprehensive salary be less than the amount of 10 legal minimum wages per month, plus the business benefit factor which may not be less than thirty per cent (30%) of that amount.

- 3. This salary will not be exempt from social security contributions, or contributions to SENA, ICBF, and Family Compensation Funds, but the basis for parafiscal contributions is seventy percent (70%).
- 4. The worker wishing to benefit from this stipulation shall receive the final settlement of his assistance from cesantía and other social benefits caused up to that date, without therefore being understood to have terminated his employment contract (Article 18 Law 50 of 1990). It can also be agreed that a party is not a salary.



PARAGRAPH FIRST. Unless agreed in writing, the payment of agreed wages, benefits, vacations or compensation caused in favor of the worker, or any other sum that the company denies to the employee, shall be paid directly through a consignment or transfer, which will be made to the employee's payroll savings account.

ARTICLE 19.

The salary will be paid directly to the worker's account or, in the event of death, to his heirs.

## CHAPTER XI MANAGEMENT SYSTEM IN OCCUPATIONAL SAFETY AND HEALTH, MEDICAL SERVICE AND OCCUPATIONAL RISKS.

#### ARTICLE 20.

The company will implement the Management System in Safety and Health at work indicated in Decree 1443 of July 1, 2014 and Decree 472 of 2015 and other concordant rules or those that modify or add it.

### ARTICLE 21.

The medical services required by the workers will be provided by the health care provider (E.P.S) through the I.P.S., or by the labor risk manager ARL, through the I.P.S. to which the worker is affiliated. In the event of non-affiliation or suspension of service for reasons not attributable to the employer, the services will be provided by the employee, without prejudice to the relevant legal actions.

### ARTICLE 22.

Every worker, from the same day that he or she feels sick, must communicate it to the employer, his representative or whoever does his/her times, who will do what is leading for examination by the relevant doctor, in order to certify whether or not he can continue at work and, where appropriate, determine the incapacity and treatment to which the worker must undergo.

If the latter does not give notice within the indicated term or is not subject to the medical examination that has been ordered, its absence from work shall be unjustified for the purposes for which it takes place, unless it proves that it was in absolute inability to give notice and undergo the examination at the appropriate opportunity.

PARAGRAPH FIRST. Workers should undergo medical examinations and follow the treatment instructions ordered by the doctor who examined them. Similarly, they must undergo preventive examinations and treatments that require the company in certain cases for all or some of them. A worker who, without just cause, refuses to undergo the above-indicated examinations, instructions or treatments, shall lose the right to the benefit in money for the incapacity that accrues as a result of that refusal and shall be entirely responsible for the deterioration of his health



and the possible consequences that this neglect has. Disrea relaxation is considered a serious failure to have the tests or to follow medical instructions.

### ARTICLE 23.

Workers shall be subject to all hygiene and safety measures prescribed by the authorities in the general sector, and in particular those ordered by the undertaking for the prevention of diseases and risks in the management of work items in particular to prevent accidents at work.

PARAGRAPH FIRST. Failure by the worker to comply with the instructions, regulations and risk prevention determinations, adopted in general or specific form, and which are within the company's Occupational Safety and Health Management System (SG-SST), which have communicated it in writing or in safety talks, empowers the employer to terminate the employment link or relationship for just cause , both for private workers and public servants, subject to authorization from the Ministry of Social Protection, respecting the right of defense (Article 91 Decree 1295 of 1994).

SECOND PARAGRAPH. The process of recognition of disabilities for general illness, maternity, and paternity leave, is solely and exclusively in charge of the employer (Decree Law 19 of January 10, 2012).

#### ARTICLE 24.

In the event of a serious or fatal accident at work, the worker shall immediately notify the employer or whoever does his/her times, immediately order the provision of first aid, referral to the doctor and take all measures deemed necessary and sufficient to minimize the consequences of the accident, reporting it in the terms set out in Decree 1295 of 1994, before the EPS, ARL and Territorial Directorate of the Ministry of Labor. (Decree 472 of 2015).

Any accident of work or occupational illness that occurs in the company will be reported to the occupational risk management administrator.

#### ARTICLE 25.

In any event, as regards the points covered by this chapter, both the undertaking and the workers shall submit to the labor risk rules laid down in that of the Substantive Labor Code, Resolution 1016 of 1989 issued by the Ministry of Social Protection and the others established for that purpose. Similarly, both parties are obliged to be subject to Decree Law 1295 of 2012, Law 776 of December 17, 2002 and other concordant rules or those that modify or add it.



### CHAPTER XII WORKERS' DUTIES

ARTICLE 26. Workers have the following duties:

- a) Observe the mission, vision, and values of the company, as well as the ethical and moral principles.
- b) Put ethical, moral, and professional principles before meeting your work and administrative goals.
- c) Respect and subordination to superiors.
- d) Respect and good treatment with your co-workers.
- e) Seek complete harmony with your superiors and co-workers in personal relationships and in the execution of tasks.
- f) Keep good behavior in every way and act in a spirit of loyal collaboration in the moral order and general discipline of the company.
- g) Respond for the care of your health and physical integrity during the exercise of your duties.
- h) Execute the jobs that entrust you with honesty, goodwill and in the best possible way.
- i) Make observations, claims and requests to take place through the respective superior and in a well-founded, measured, and respectful manner.
- j) Receive and accept orders, instructions and corrections related to the work, with its true intention that is, in any case, to direct and refine the efforts for the benefit of itself and the company in general.
- k) Comply with the working hours stipulated by the company; without prejudice to the company's needs being able to maintain or change working hours.
- Observe and attend to the measures and precautions indicated by your respective boss for the handling of equipment or work items.
- m) Stay in a state of cleanliness, on your clothes as in your person, considering the kind of work that has been entrusted to you and making proper use of the company's facilities.



- n) Prevent third parties from using confidential information, materials, work items, items, furniture, electronic equipment, office utensils and, in general, furniture and real estate of the place where they perform their functions, that are at the service or benefit of the company or that have been arranged for the exclusive use of their employees.
- Keep absolute reservation in relation to the Manuals of Procedures, systematization programs, information concerning internal or administrative matters of the company of any kind or that are related to partners, users, or contractors.
- p) Do not ask, offer, or accept any kind of gifts. They will also refrain from receiving remuneration from third parties.
- q) Communicate in a timely manner to your superiors any fact or irregularity that is committed by another employee, official or third party that affects the interests of the company, customers, suppliers, partners, or workers.
- r) Tie the regular conduit in your relationships with the company.
- s) Know and be permanently updated in all the rules, policies and procedures that are part of the different processes or threads of the company. Strict compliance with the rules, documents, and procedures that are part of each process or thread.
- t) Refrain from engaging in illegal activities.
- u) Refrain from advising people involved with illegal activities.
- v) Analyze the risks of your task and report any deviations that may go against your health or safety to your immediate boss, before starting your work.
- w) Make appropriate and exclusive use for the work of technological means such as internet, landlines, cell phones, office equipment, tools, among others.
- x) To welcome, respect and fully comply with the policies implemented by the company for the adequacy and development of its social object.
- y) Properly manage resources in a serious, secure, cost-effective, and efficient manner.
- z) Stay during the working day at the site or place where you must perform the tasks being prohibited unless you have higher order, move to the job of other colleagues.

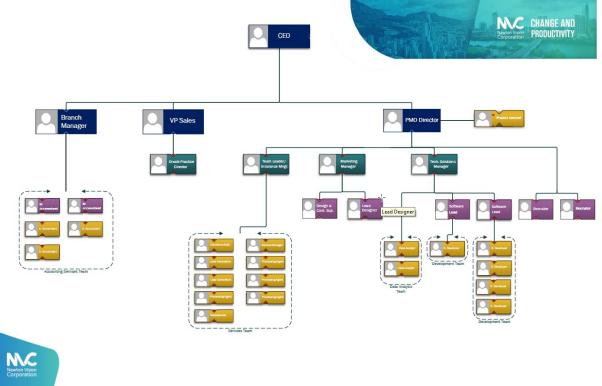




## CHAPTER XIII HIERARCHICAL ORDER

ARTICLE 27.

The hierarchical order according to the charges existing in the company is as follows:



PARAGRAPH FIRST. Of the above charges, they have the power to impose disciplinary sanctions on workers the manager of the company.

SECOND PARAGRAPH. The hierarchical order for each of the workers of the company has been made known during the process of selecting and induction of the position.

## CHAPTER XIV SPECIAL OBLIGATIONS FOR THE COMPANY AND WORKERS

### ARTICLE 28.

These are special obligations of the company:

1. Make available to workers, unless otherwise stipulated, the appropriate instruments and elements necessary for the performance of the work.



- 2. Provide workers with adequate elements of protection against accidents and occupational diseases.
- 3. Provide first aid in case of accident or illness.
- 4. Pay the agreed remuneration under the agreed conditions, periods, and places.
- 5. Keep respect for the personal dignity of the worker to his beliefs, feelings, gender, race, and convictions.
- 6. Give the worker who requests it, at the expiration of the contract, a certification without the time of service, nature of the work and salary accrued. Likewise, if the worker requests it, have him take a retirement examination and give him certification on the subject, if the income or during the stay at work has been subjected to medical examination. The worker shall be deemed to be evading, hindering, or dilating the examination, when after 5 days from his retirement he does not show up where the doctor respective for the exam practices, despite having received the corresponding order.
- 7. Pay the worker reasonable expenses, if to provide his service he did change residence, unless the termination of the contract originates because of the worker's lack or will.
- 8. If the worker prefers to settle elsewhere, the company must pay for his transfer until the expenses that would demand his return to the place where he previously resided. The worker's transfer costs include husbands and children who live with him.
- 9. Grant breastfeeding workers the breaks ordered by article 238 of the Substantive Labor Code.
- 10.Keep employment for workers who are enjoying paid breaks, as referred to in the previous numeral, or sick leave motivated by pregnancy or childbirth. The dismissal that the employer communicates to the worker during such periods or which, if he comes to notice, expires during the breaks or licenses mentioned shall not have any effect.
- 11.Open and keep overtime records up to date.
- 12.Comply with this regulation and maintain order, morality, and respect for existing laws.





## ARTICLE 29.

These are the worker's special obligations:

- 1. Personally carry out the work in the stipulated terms, observe the provisions of this regulation, abide by and comply with the orders and instructions given in a particular way by the company or its representatives, according to the established hierarchical order.
- 2. Do not communicate to others, unless expressly authorized, the information that is of a reserved nature and whose disclosure may cause harm to the company or its customers, which does not prevent to report common crimes or violations of the contract or legal rules of work before the competent authorities.
- 3. Keep and restore in good condition, except for natural deterioration, the instruments and tools that have provided them for the correct performance of their functions.
- 4. Rigorously maintain ethics and respect in relationships with your superiors and peers.
- 5. Communicate to the company in a timely manner any comments it deems to be driving to avoid damage, accidents at work or occupational diseases.
- 6. Observe the hygienic preventive measures prescribed by the company's doctor or industry authorities and observe with great diligence and care the instructions and preventive orders of accidents or occupational diseases. (Article 58 C.S.T).
- 7. Inform and provide the possible collaboration in case of accident or imminent risks that affect or threaten the people or equipment of the company.
- 8. Keep up-to-date information about the exact address of residence, telephone number, cell phone, email. Consequently, any communication sent to the worker shall be validly sent and notified to the worker if it is forwarded to the registered address.
- 9. Dedicate all the regulatory working time to the performance of the functions entrusted to them.
- 10.Comply with the working day, according to the schedules indicated by the company and in accordance with the nature of its functions.
- 11.Perform with request, efficiency, and impartiality the functions at your expense.

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- 12.Observe in their relationships with the customer, supplier and third party the courtesy and corresponding respect.
- 13.Comply with the rules and procedures established by the company for the control of the check-in and check-out time, both in the morning and in the afternoon.
- 14.Observe and comply, with diligence and care, orders, and instructions on the handling of electronic equipment and supplied items, to avoid accidents, damages, and losses of any kind for the company.
- 15.Keep jobs neat and tidy, as well as where you perform transiently or definitively your duties.
- 16.Report to the immediate boss any errors, damages, deterioration, failures, or accidents that occur with the teams in your charge.
- 17. Avoid wasting work items or any material delivered to you for proper performance of your duties or producing defective work, except for normal deterioration.
- 18.Use during work, protective equipment, work clothing and other industrial safety implements provided by the company.
- 19.Use the implements and work teams solely and exclusively for the work of the Company. If you are provided with mobile communication equipment, you must use it in labor matters, without exceeding the assigned consumption plan.
- 20.Submit to the requirements and records indicated by the company, in the form, day and time indicated by it to avoid abductions or other irregularities.
- 21.Perform the tasks entrusted to you and to be responsible for the exercise of the authority granted to you and the execution of the orders that you may issue, without in any case being exempt from your responsibility.
- 22.Execute the work with intensity, care and care typical of the exercise of your office.
- 23.Perform the functions for which he was hired, having at the same time, execute all the ordinary, inherent, and complementary tasks.
- 24.Keep the reservation and confidentiality required by matters related to your work due to its nature or under special instructions, even after you have ceased in office and without prejudice to reporting any criminal acts.



- 25. The lawyers of the company must always consider the rules governing their professional activity in their actions and the Colombian legal order in general.
- 26.Observe the security measures determined, refraining from performing acts that may jeopardize their own safety, that of their co-workers, that of their superiors, as well as the assets of the undertaking.
- 27.Make good use of sanitary services and bathrooms, keeping them clean and cooperating with their conservation.
- 28.To attend to medical, hygiene and industrial safety instructions indicated to you by any means.
- 29. Show up for work in good grooming and personal hygiene.
- 30.Supply, immediately and in line with the truth, information and data related to the work performed.
- 31. Execute the employment contract in good faith, with honesty, honorability and putting at the service of the company all its attention and normal capacity to work.
- 32. Accept your transfer to another position within the company if you do not suffer improvement in your working conditions.
- 33. Authorize, expressly for each case and in writing, the discounts of your salary, social benefits and other employment rights of the sums paid other, either by mistake or for any other reason the same as loans that for any other reason have been made, taking into account Article 149 of the C.S.T.
- 34. Attend training and improvement activities and carry out the practices and work that imposes on it. Actively attend the talks and activities of the Occupational Safety and Health Management System (SG-SST).
- 35. Attend on time and benefit the training and training courses organized by the company within and outside the working day, after agreement between the company and the worker.
- 36. Sign the copy of the communications provided to you by the company, as a receipt signal.
- 37. Making use of personal protective elements and general endowment specifies that it designates the company for the performance of the work, as well as observe the safety measures and precautions implemented for



better and more effective handling of work machines and instruments to avoid damage or accidents at work.

- 38. Give timely notice to the immediate boss of any absence to his workplace.
- 39. Allow the practice and attend, to the controls implemented by the company, aimed at detecting the use of psychoactive and / or alcoholic substances,
- 40. Others resulting from the nature of the employment contract, the legal provisions of this regulation, or those assigned by the employer to the worker in the company's statutes.

## ARTICLE 30.

The company is prohibited from:

- 1. Deduct, withhold, or compensate any sum of the amount of wages and benefits in cash that corresponds to workers without prior written authorization from them, for each case and without injunction, except for the following:
  - a) In respect of wages, deductions, withholdings, or compensation may be made in cases authorized by Articles 113, 150, 151, 152 and 400 of the Substantive Labor Code.
  - b) Cooperatives and the employee fund may order withholdings of up to fifty percent (50%) to cover their credits, in the form and in cases where authorized by law.
  - c) Banks, in accordance with The Provisions of Law 24 of 1952, may order withholdings of up to fifty per cent (50%) to cover your credits in the form and in cases where authorized by law.
  - d) Regarding pension pensions and assigns, the undertaking may retain the respective value in the cases set out in Article 250 of the Substantive Labor Code.
  - e) In the event that employees are organized to form a savings fund taken from their working income, the company may make the discounts of sums of money previously authorized by them, to be delivered, in the manner indicated to the responsible for the administration of the savings fund.
- 2. Demand or accept money from the worker as a reward to be admitted at work or for any reason that relates to the conditions of the worker.



- 3. Limit or pressure workers in any way to exercise their right of association.
- 4. Impose on workers obligations of a religious or political nature or hinder them or prevent them from exercising the right to suffrage.
- 5. Make or authorize political propaganda on job sites.
- 6. Make or allow all kinds of raffles, collections, or subscriptions on the same sites.
- 7. Use, in the certifications covered by ordinal 70 of Article 57 of the Substantive Labor Code, conventional signs that aim to harm the interested parties or adopt the "blacklist" system, whatever the modality used so that workers who are separated or separated from the service are not cared for in other undertakings.
- 8. Untimely close the company. If you do so, in addition to incurring legal penalties, you must pay workers' wages, benefits, or compensation for the duration of the company. Likewise, where it is found that the employer has illegally withheld or decreased workers' wages, the cessation of workers' activities shall be attributable to the worker and shall entitle them to claim wages corresponding to the time of suspension of work.
- 9. To dismiss without just cause proven cause to workers who have submitted a statement of petitions to them from the date of submission of the tender specifications and during the legal terms of the stages established for the settlement of the dispute.
- 10.Execute or authorize any act that violates or restricts workers' rights or offends their dignity (Article 59 C.S.T).

### ARTICLE 31.

Workers of the company are prohibited from:

- 1. Subtract from the company the tools or elements of work, studies, concepts, and reserved or privileged information, supports or applications.
- 2. To show up for work in a drunken state, or hangover or under the influence of narcotics or energy drugs and smoking within the areas of the company.
- 3. Keep weapons of any kind on the job site.
- 4. Lack of work without just cause of impediment or without permission from the company, except in cases of strike, in which they must leave the workplace.



- 5. Intentionally decrease the pace of execution of work, suspend work, promote untimely suspensions of work, and incite its declaration or maintenance, whether they are involved.
- 6. Collect, raffles or subscriptions or any other kind of propaganda in the workplace.
- 7. To give the freedom to work or not to work or to join or not join or withdraw from a union.
- 8. Use the tools, equipment or tools supplied by the company in objectives other than the contracted work (Article 60 C.S.T).
- 9. Carry out activities outside the exercise of their functions during the working day.
- 10. Abandon or suspend your duties without prior authorization.
- 11.Neglect the development of your responsibilities and breach orders and instructions from superiors.
- 12. Delay or unreasonably deny the dispatch of the cases or the provision of the service to which they are obliged.
- 13. Encourage, intervene, or participate in conversations, talks, gossip, altercation discussions or fights during working hours.
- 14. Take advantage of circumstances to threaten or assault your superiors or co-workers in any way and hide the fact.
- 15.Originate quarrels, discords, or discussions with another worker in the company, or take part in such acts inside or outside the company.
- 16. Fix notices or papers of any kind on walls or sites not authorized by the company or write on the internal or external walls of the company.
- 17. Develop activities other than your work during working hours, without the immediate prior permission of the boss.
- 18. Create, alter, or circulate documents of creation and exclusive use of the company for your personal or third-party benefit.
- 19. Provide or provide to third parties without company authorization, confidential or labor information of the company, data related to the organization, production, or any of the documents that have been of your knowledge or to which you have had access because of its work.

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- 20.Use the computers, photocopier, and any other company-owned implement for personal purposes, without prior authorization from the immediate boss.
- 21.Use work items in non-own tasks, waste them, or allow them to be intended for purposes other than your object.
- 22. Execute any act that jeopardizes your personal safety and integrity, that of your co-workers, superiors, third parties or perform acts that threaten or harm work items or facilities.
- 23. Trust another worker, without the corresponding express authorization, the execution of the work itself.
- 24. Request from third parties or receive, directly or by interposed person, gifts, attentions, rewards, gifts, or reward as remuneration for acts inherent in your charge.
- 25.Request or accept commissions in cash or in kind for the acquisition of goods and services for the company.
- 26. Facilitate or allow third parties to use the company's stationery.
- 27.Provide in a particular way, advisory service, or assistance at work related to the functions of their employment.
- 28. Market, lend or give away the elements of personal protection provided by the company for the development of the functions by each worker.
- 29. Use for purposes other than or contrary to the indicated form, clothing or work implements.
- 30. Submit, for admission to the company or for any purpose false documents, incomplete amended or not adhered to the strict truth.
- 31. Discredit or defame in any form or by any means, persons services or company name, or encourage them not to receive their services.
- 32. Destroy, damage, remove or disclose, files of the company or third parties, that have been revealed to you in the development of your work as confidential, without the express written authorization thereof.
- 33. Remove digital or virtual information from the company, without written permission from the immediate boss.



- 34. Introduce on company computers, magnetic media or non-company information that may affect reports or equipment in any way; that constitute a violation of intellectual property rules.
- 35. Install software on the company's computers, so that the company has the license granted by it in the terms of law.

PARAGRAPH FIRST. The worker's violation of the special prohibitions set out is considered GRAVE FAILURE and will result in the termination of the employment contract with just cause by the company.

# CHAPTER XV JUST CAUSES TO TERMINATE THE EMPLOYMENT CONTRACT

### ARTICLE 32.

In addition to the grounds set forth in the law, decrees and other rules governing the matter, the faults listed below are considered serious, and will result in cancellation for the just cause of the employment contract, as follows:

(a) On the employer's part:

- 1. Any deception on the part of the employee, consisting in the presentation of false, adulterated or incomplete certificates, whether for admission to the company, or after his entry or withdrawal, tends to obtain a right, benefit or benefit from it, either for the employee or another person.
- 2. Relate travel charges, travel expenses that do not correspond to reality, for your own benefit or third parties, and charge non-existent allowances or give them a different destination.
- 3. Endanger or misuse the company's facilities or their workplace.
- 4. Place, carry or keep weapons or explosives at the workplace or within the company's premises.
- 5. Perform work, activities not assigned by the company, disclose information of a reserved or confidential nature that the employee knows because of his work or connection to the company, attend without justification, during working hours different matters to those assigned to him.
- 6. Copy, carry or transmit, by any means, outside the company, manuals, programs (software) and documents of any nature and property thereof, or lend or photocopy them without authorization.
- 7. Order, receive, accept gifts, gifts, or benefits of any kind, from suppliers, customers or any person or entity that relates to the company.



- 8. Destroy, intentionally or deliberately damage, objects, work items, tools, documents assigned to you or other employees or third parties or misuse them.
- 9. Do not promptly communicate to your bosses any comments you deem to be conducted to avoid damages, provide false reports, omit or record inaccurate data in reports, tables, relationships, balance sheets, submitted or required by superiors, in order to obtain decisions or approvals that are made in consideration of such inaccuracy.
- 10.Promote actions that may affect the integrity and safety of the personnel, worker, equipment, information, materials, objects, or facilities used by the company.
- 11.Subtract or appropriate objects, money, information, work items from employees or third parties or prepare, participate, conceal, or commit criminal acts or contraventions that affect or endanger the persons or property of the company.
- 12.Commit acts of violence, ill-treatment or indiscipline, on or off the premises of the company, against employees, bosses, their relatives, security guards, customers and suppliers or engage in quarrels, coerce, challenge, insult workers or third parties.
- 13.Deceive the company into applying for permits, licenses benefit or monetary aid.
- 14.Intentionally decrease the pace of execution of work, suspend work, promote, incite, and maintain untimely suspensions of work, whether it is participated in them.
- 15.Discredit make false or slanderous claims about the company, its services, its bosses, and its employees.
- 16.Introduce, conserve, distribute or consume alcoholic beverages, within the premises of the company or facilities used by it or present themselves to the workplace, under the influence of alcohol, of energy drugs, narcotics.
- 17.Commit faults against ethics, good customs, against the organizational values and principles, policies and procedures established by the company, in relations with its superior employees, customers, suppliers, partners and in general, with any person or entity with which the company has relationship.
- 18.Refuse, without just cause, to follow your boss's orders or suspend his execution.



- 19. The delay of any time in entry without sufficient excuse, for the third time in the same week and in the opinion of the employer.
- 20.Not attending the workplace for part of the day or the full day, for the third time a month without sufficient excuse.
- 21.Committing acts or actions outside their jobs, outside the premises of the company and on behalf of it, that compromise or affect the image and the good name of the company.
- 22.Reveal company secrets and reserved data, as well as disclose the personal key to access the facilities, lend keys or disclose safe keys to third parties or unauthorized personnel.
- 23.Exercise, share or tolerate a situation of labor harassment under any of its forms.
- 24. File without support, or recklessly, a report of job harassment.
- 25.Labor relations between employees and management staff should always be courteous and respectful, in a spirit of collaboration, teamwork and loyalty to Newton Vision Corp-Co S.A. S. Disrespect among staff will be a cause of termination of the contract.
- 26. Violate the rules of this rules of procedure of work.
- 27.Seriously violate your obligations.
- b.) On the worker's part:
  - 1. Having been deceived by the employer regarding working conditions.
  - 2. Any act of violence, ill-treatment or serious threats inferred by the employer against the employee or his/her family members, on or off duty, or inferred within the service by the relatives, representatives or dependents of the company with the consent or tolerance of the company.
  - 3. Any act of the company or its representatives that induces the worker to commit an act contrary to his political or religious convictions.
  - 4. All circumstances that the worker cannot foresee when concluded the contract, and that endanger his safety or health, and that the employer does not come to change.
  - 5. Any damage maliciously caused by the employer to the worker, in the provision of the service.

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- 6. Systematic non-compliance, without valid reasons, by the employer, with its conventional or legal obligations.
- 7. The requirement of the undertaking, without valid reasons, for the provision of a different service or in different places than the one for which it was contracted.

PARAGRAPH FIRST. Serious misconduct will result in the termination of the employment contract for just cause. Similarly, in cases of recidivism in minor mis faults, the employer is empowered to terminate the employment contract.

SECOND PARAGRAPH. There will be termination of the employment contract for just cause when the employee seriously fails to comply with any of his obligations, or violates some of the prohibitions set out in the Act, in this Regulation, in employment contracts or their additions.

THIRD PARAGRAPH. These grounds are not taxable on grounds of dismissal with just cause, as those a resulting from the legal rules will also apply.

### ARTICLE 33.

The party who unilaterally terminates the employment contract must state to the other, at the time of termination, the causal or reason for that determination. Subsequently, no grounds or different grounds may be validly alleged.

### ARTICLE 34.

In the event of unilateral termination of the employment contract without just proven cause, by the Company, or if it results in unilateral termination by the employee for any of the just causes provided for in the Law, the company will pay the employee the compensation of the case, in accordance with the Law.

### CHAPTER XVI SCALE OF DISCIPLINARY FAILURES AND SANCTIONS

#### ARTICLE 35.

The company cannot impose sanctions on its workers not provided for in this regulation; contract (Article 114 C.S.T.) or the Act.

### ARTICLE 36.

The following types of minor mis faults are established, and their disciplinary sanctions are established as follows:

a) Delaying up to 15 minutes at the time of entry to work without sufficient excuse, where it does not cause harm to the company, implies, for the first time, a fine of one-tenth of a day's salary; for the second time, a fine of one-fifth of a-day salary; for the third time, suspension at work in the



morning or afternoon and for the fourth time, suspension at work for up to three days.

- b) Lack at work in the morning or afternoon, without sufficient excuse and where it does not cause harm to consideration to the company, implies for the first time suspension at work for up to three days and for the second time suspension at work for up to eight days.
- c) The total lack of work for one day without sufficient excuse, where it does not cause harm to consideration to the company implies, for the first time, suspension at work for up to eight days and, for the second time, suspension at work for up to two months.
- d) The worker's slight violation of contractual or regulatory obligations entails, for the first time, suspension at work for up to eight days and, for the second time, suspension at work for up to two months.

The imposition of fines does not prevent the company from expending the payment of wages corresponding to the time stopped working. The value of fines shall be included in special account to be devoted exclusively to prizes or gifts to workers of the company who most strut and efficiently fulfil their obligations.

### CHAPTER XVII PROCEDURE FOR CHECKING FOR FAILURES AND FORMS OF APPLICATION OF DISCIPLINARY SANCTIONS:

### ARTICLE 37.

Before a disciplinary sanction is applied, the employer must hear the accused worker in discharges. In any case, written or magnetic record shall be left of the facts and the decision of the undertaking to impose or not to impose the final sanction (Article 115 C.S.T.).

### ARTICLE 38.

The disciplinary sanction imposed in violation of the procedure rated in the previous article (Article 115 C.S.T.) shall have no effect.

# CHAPTER XVIII CLAIMS: PERSONS TO WHOM THEY MUST REPORT AND THEIR PROCESSING

### ARTICLE 39.

Workers' claims will be made to the person in the company in the position of: Branch Office Manager, who will hear them and resolve them in justice and fairness.

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## ARTICLE 40.

It is clearly established that for the purposes of the claims referred to in the previous articles, the worker or workers may be advised of the respective trade union.

### CHAPTER XIX WORK HARASSMENT PREVENTION MECHANISMS AND INTERNAL SOLUTION PROCEDURE

### ARTICLE 41.

The mechanisms for preventing the behaviors of labor harassment provided for by the company constitute activities aimed at generating a convenient collective consciousness, which promotes work in decent and fair conditions, harmony between those who share business life and the good environment in the company and protects the privacy, honor, mental health and freedom of people at work.

### ARTICLE 42.

In development of the purpose referred to in the previous article, the company has provided for the following mechanisms:

- 1. Information to workers on Law 1010 of 2006, including preventive outreach campaigns, talks and training on the content of that law, particularly in relation to conduct that constitutes harassment of work, those that do not, aggravating circumstances, mitigating behaviors and sanctioning treatment.
- 2. Spaces for dialogue, participation circles or groups of similar nature for the periodic evaluation of working life, to promote operational coherence and functional harmony that facilitate and promote good treatment within the company.
- 3. Design and implementation of activities with the participation of workers, to:
  - a) Establish, through joint construction, values and habits that promote life of work.
  - b) Formulate constructive recommendations for business situations that could affect compliance with such values and habits.
  - c) Examine specific behaviors that may set up work bullying or other harassment in the company, affecting the dignity of individuals, by lying down to the relevant recommendations.
- 4. The other activities that the company will at any time establish to develop the purpose provided for in the previous article.



## ARTICLE 43.

For the purposes related to the search for a solution to the conduct of harassment of work, the following internal procedure is established, with which it is intended to develop the characteristics of confidentiality, effectiveness and conciliatory nature indicated by law for this procedure:

- 1. The company shall have a committee, composed of a workers' representative and a representative of the employer or its delegate. This committee will be called the "Labor Cohabitation Committee". In the event where the Company reaches more than 20 linked workers, the number of members of that committee shall be adjusted and two (2) representatives of the employer and two (2) of the workers shall be adjusted.
- 2. The Labor Cohabitation Committee shall carry out the following activities:
  - a) Evaluate, at any time the working life of the company, in the good environment and harmony in the working relationships, formulating to the responsible or involved areas, the suggestions and considerations that it feels necessary.
  - b) Promote the effective development of the prevention mechanisms referred to in the previous articles.
  - c) To examine confidentially, where this is the case, specific or specific cases in which situations are raised that may typify conduct or circumstances of labor harassment. Formulate recommendations deemed relevant to rebuild, renew and maintain life of work in the situations presented, maintaining the principle of confidentiality in cases that warrant it.
  - d) Make the suggestions that you consider necessary for the realization and development of prevention mechanisms, with emphasis on those activities that promote more effectively the elimination of situations of work harassment, especially those that have the greatest occurrence within the working life of the company.
  - e) To address the preventive commination's made by the implementing labor inspectors as provided for in article 9 of Article 9 of Law 1010 of 2006 and to provide for the measures deemed relevant.
  - f) The other activities inherent or related to the above functions.
- 3. This Committee shall meet at least every three months and appoint from it a coordinator before whom requests for assessment of situations that may eventually set up work harassment for the analysis to be made by



the committee, as well as suggestions made through the committee by members of the business community for the improvement of working life, may be submitted.

- 4. Upon receipt of requests to assess possible situations of labor harassment, the committee at the respective session shall examine them, listening, if any, to the persons involved; build with such people the recovery of living tissue, if necessary; make the recommendations it deems indispensable and, in special cases, promote among those involved commitments of coexistence.
- 5. If, as a result of the Committee's action, the Committee considers it prudent to take disciplinary action, it shall transfer the recommendations and suggestions to the competent officials or workers of the undertaking, to move forward the appropriate procedures in accordance with the provisions of these cases in the law and in this Regulation.
- 6. In any event, the internal preventive procedure enshrined in this article does not prevent or affect the right of anyone deemed to be a victim of labor harassment to advance the administrative and judicial actions established for this purpose in Law 1010 of 2006.

## CHAPTER XX PUBLICATIONS

### ARTICLE 44.

Once this Rules of Procedure for Work have been approved, the company shall publish it as this:

- 1. On the company's website <u>https://newtonvisionco.com</u>
- 2. Through the email indicated in the worksheets of employees currently linked to the Company.
- 3. Physical delivery at the time of entry to the Company.

# CHAPTER XXI EFFECTIVE

ARTICLE 45.

The employer shall publish, in accordance with Article 44 of this Rules of Procedure and on the same date shall inform the workers, of the content of that regulation, which shall enter to govern from the moment of publication. (Article 119 C.S.T., as amended by Article 17 of Law 1429 of 2010).





### CHAPTER XXII INEFFECTIVE CLAUSES

#### ARTICLE 46.

The provisions of the regulation that improve the conditions of the worker in relation to the provisions of the laws, individual contracts, pacts, collective conventions or arbitral rulings which replace the provisions of the regulation as soon as they are more favorable to the worker (Article 109 C.S.T.) shall have no effect.

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