



# REGULATION TO EXCERCISE THE **RIGHT OF INSPECCION**

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# REGULATION TO EXERCISE THE RIGHT OF INSPECTION

# **ARTICLE ONE**

#### OBJECT AND PURPOSE OF THE RIGHT OF INSPECTION

In accordance with the legal provisions, regulatory, statutory regulations and the Cementos Argos S. A. Code of Good Governance, Shareholders in Cementos Argos S.A. (hereinafter, ARGOS or THE COMPANY) have the right to inspect, that is, examine or scrutinize, the Company books and papers as determined by law. The Shareholder Right of Inspection is an individual prerogative or privilege inherent to the quality as such, and its sole purpose is that Shareholders can sufficiently and adequately enlighten themselves about the reality of the Company's administrative, financial, accounting and legal situation, the administration of which – in accordance with the Law (Commercial Code, Article 373) – does not correspond to the Shareholders, to exercise in an informed manner their right to deliberate and vote in the ordinary meetings of the Argos General Assembly, the purpose of which is the examination, approval or disapproval of the Balance Sheets at the end of the financial year and of the accounts that must be rendered by the Company Administrators..

Consequently, the Right of Inspection of each Shareholder is not absolute, and its exercise and scope is delimited from the temporal and material perspectives described.

So that all Shareholders in Argos can exercise the Right of Inspection in an orderly, safe and efficient manner, in compliance with the applicable legal, regulatory and statutory standards, and without disturbance to the proper functioning of the Company, its exercise will be carried out in accordance with the provisions of these 'Regulations for the Exercise of the Right of Inspection' (hereinafter, THE REGULATIONS), which form an integral part of the Code of Good Governance.

# ARTICLE TWO

#### SCOPE OF APPLICATION

This Regulation is applicable to all cases in which the Right of Inspection is exercised and is mandatory for: (i) Argos Administrators and employees; (ii) the Shareholders in the Company; and (iii) all other persons, legal or natural, who participate in the exercise of the Right of Inspection as Proxies and/or advisors to the Shareholders.

# **ARTICLE THREE**

#### PERIOD TO EXERCISE THE RIGHT OF INSPECTION

In accordance with the provisions set on the Number Four of Article 25 of the Corporate Bylaws, Argos Shareholders may only exercise the Right of Inspection during the summons period prior to the date on which the Ordinary Meeting of the Company's General Shareholders' Assembly will be held.

# **ARTICLE FOUR**

#### EXERCISING THE RIGHT OF INSPECTION

#### Section 4.1

#### Persons Who May Participate in the Right of Inspection:

The exercise of the Right of Inspection may be carried out by the following persons:

**a)** A Natural Person Shareholder: This will be the person or the person who represents them as a duly empowered Special or General Proxy.

**b)** A Legal Entity Shareholder: This will be its Legal Representative or the person representing it as the duly empowered Proxy.

**c)** The person acting as the legal, accounting or financial advisor to the Shareholder, who may accompany the latter during the exercise of the Right of Inspection. Each Shareholder may only attend the exercise of the Right of Inspection with one person acting as an advisor.

#### Section 4.2

#### **Obligation of Confidentiality**

Except for Argos information that is public knowledge, that is, the information that has been disclosed by the Company as 'Relevant Information,' the information that is publicly accessible, or that has been published in the Argos Website to comply with the rules applicable to securities issuing companies, all other Company information, data and/or documents are reserved or confidential, in accordance with the provisions of Article 61 of the Commercial Code. Consequently, the persons who participate in exercising the Company's Right of Inspection, whether as a Shareholder, Proxy or Advisor, undertake to maintain absolute confidentiality regarding all the information and/or documents to which they have access during the exercise of the Right of Inspection, without prejudice to what is provided later in this Regulation regarding information that cannot be subject to inspection. In the case of persons acting as Legal Representatives or Proxy holders of the Shareholders, this obligation of confidentiality covers their respective representative and them personally.

All persons who intend to participate in the exercise of the Right of Inspection must sign the document "Proof of Participation in the Right of Inspection," in which a Confidentiality Clause will be included with respect to all the information to which they have access during said exercise of the Right of Inspection.

# Section 4.3 Obligation of Disclosure and Abstention regarding Situations Involving Conflicts of Interest

Any person who intends to participate in the exercise of the Argos Right of Inspection, whether as a Shareholder, Proxy or Advisor, is obliged to disclose to the Company's administration, if access to the information that will be subject to the Right of Inspection implies a potential or actual conflict of interest. The person who discloses the potential or real situation of conflict of interest or who is involved in it – even if they have not disclosed it – undertakes to refrain from participating in the exercise of the Right of Inspection, until the Company's Management analyzes and decides on such a situation, and take the necessary measures to protect the Argos' Corporate Interest, including the protection of its reserved or confidential information. In the case of persons acting as Legal Representatives or Proxies of the Shareholders, the disclosure and abstention obligation established herein covers their respective representative and them personally.

All persons who intend to participate in the exercise of the Right of Inspection must sign the document "Proof of Participation in the Right of Inspection," which will include a Disclosure and Abstention Clause regarding situations that may involve conflicts of interest.

# Section 4.4

Decision to Exercise the Right of Inspection and Accreditation of the Quality in which They Participate

In order to ensure the orderly and efficient exercise of the Right of Inspection, the interested Shareholder must inform the Company, at least two (2) business days in advance, of the date on which he intends to exercise the Right of Inspection at the place provided by Argos to do so. Likewise, it is recommended that in the email announcing the decision to exercise the Right of Inspection, reference is made to the information that is to be accessed, in order for the Company to have the respective documents organized.

Before displaying any information and/or document, Argos' Management must verify in the updated list of Shareholders or Proxies that the applicant actually has the status of a duly authorized Shareholder, Legal Representative, or Proxy.

Consequently, the Shareholder who decides to exercise the Right of Inspection must send a communication in this regard to the email address ir@argos.com.co, indicating their status as a Shareholder or the status of the Shareholder's Proxy or Legal Representative, in the following terms:

**a)** If you are acting on your own behalf, you must indicate: Full name and attach a copy of the identity document.

**b)** If you are acting as the Proxy of a Natural or Legal Person: A copy of the Power of Attorney granted (with personal presentation) in accordance with the provisions of Article 184 of the Commercial Code and a copy of the identity document of the principal and the Proxy. In cases where the Shareholder is a legal person, a copy of the Certificate of Existence and Legal Representation valid for less than one (1) month must also be attached.

The Special Power of Attorney must expressly state the power of attorney to accept and be bound to

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comply with the Obligation of Confidentiality in the name and on behalf of the granting Shareholder. c) If you are acting as Legal Representative of a Legal Person: A copy of the Certificate of Existence and Legal Representation valid for less than one (1) month must be attached, or the equivalent document stating the identification of the person who acts as the Legal Representative of the Shareholder.

# **ARTICLE FIVE**

# INFORMATION AND DOCUMENTS SUBJECT TO THE RIGHT OF INSPECTION

# Section 5.1

# Exhaustive List of Information and Documents that Can Be Inspected by Shareholders

The information and/or documents subject to the Right of Inspection correspond to the exhaustive list determined by law for this purpose, and must be made available to the Shareholders to be examined in exercise of this Right. Therefore, it is not pertinent that in this exercise the Shareholders request the exhibition of documents other than those determined in the aforementioned Articles 379, 446 and 447 of the Commercial Code, and in Article 48 of Law 222 of 1995; consequently, the Administration will only provide that information in the terms of this Regulation.

In accordance with the provisions of the aforementioned articles, the Shareholders' Right of Inspection falls only on the following information and/or documents that correspond to the Company's last fiscal year:

- **1)** Balance Sheet of the last financial year.
- 2) Complete detail of the Profit and Loss Account for the corresponding fiscal year, specifying the appropriations made for depreciation of fixed assets and amortization of intangibles.
- **3)** Project for the Distribution of Distributable Profits with the deduction of the amount calculated for the payment of the income tax and its supplements for the corresponding taxable year.
- 4) Report of the Board of Directors on the Company's economic and financial situation, which will contain in addition to the pertinent accounting and statistical data those listed below:

**a)** A detail of expenses for salaries, fees, travel expenses, representation expenses, bonuses, benefits in money and in kind, expenses for transportation and any other kind of remuneration that each of the Company Directors may have received;

**b)** Disbursements for the same concepts indicated in the previous Point, that have been made in favor of advisors or managers linked or not to the Company through an employment contract, when the main function they perform consists of processing matters before public or private entities, or advising or preparing studies to advance such procedures;

**c)** Transfers of money and other goods, free of charge or any other that can be assimilated to it, made in favor of natural or legal persons;

**d)** Propaganda and public-relations expenses, discriminated against each other;

e) Money or other assets that the Company has abroad and obligations in foreign currency; and

**f)** Discriminated investments of the Company in other national or foreign companies.

- 5) A written report by the Legal Representative on the way in which he has carried out his management, and the measures the adoption of which is recommended to the Assembly.
- 6) A written report by the Fiscal Auditor.
- 7) Company Books and Papers, which correspond to the following: (i) Shareholder Registry Book; (ii) Record Book of Minutes of the General Assembly Meetings; (iii) Record Book of Minutes of the Meetings of the Board Of Directors; and (iv) Accounting Books.

# Section 5.2

# Material Limits Regarding the Information and/or Documents that can be Inspected

The Argos Shareholder Right of Inspection does not unlimitedly cover all the content of the books and/or documents listed in the previous Section 5.1, since there are material limits applicable to its scope and they are the following:

**a)** There must be a direct relationship between the information inspected and the matters pertaining to the regular meetings of the Argos General Shareholders' Assembly; that is, the analysis of the financial situation and the balance sheets at the end or closing of the fiscal year that will be discussed at the ordinary meeting of the General Assembly.

**b)** In no case will the Right of Inspection cover or extend to information and/or documents that refer to or are related to business secrets or sensitive information that may be used to the detriment or competence of Argos.

Consequently, Argos Administrators and employees cannot make available or allow access by the Shareholders to the information that has the nature of business – industrial or commercial - secret, including its "Know-How"; or to information that, without being a business secret, can be used to the Company's detriment or competition if it is disclosed or made known to the Shareholders, or their representatives, Proxies or advisors.

Prior to the end of period to exercise the Right of Inspection, Argos' Management must determine, in a reasoned manner, what the information and/or documents are that, despite being included in the exhaustive list that has been enunciated in Section 5.1: (i) is not directly related to the business of the ordinary meetings of the Company's General Shareholders' Assembly; (ii) has the character of a business secret of Argos; or (iii) corresponds to sensitive information that can be used to Argos' detriment or competition if disclosed. Of the activity and decision to classify the information and/or documents carried out by the Company's Administration, a record or Minutes will be left, which will be signed by the Argos Administrators and employees who participate in it.

Therefore, and as required, the Argos Administration must prepare Protected Versions of the information CEMENTOS ARGOS S.A. | REGULATION TO EXERCISE THE RIGHT OF INSPECTION

and/or documents to which Shareholders will have access while exercising the Right of Inspection, in order to take security measures that are adequate and necessary to protect the information and/or documents that cannot and should not be subject to inspection, and, at the same time, facilitate the exercise of the Right of Inspection.

Finally, the exercise of the Right of Inspection by Shareholders must not hinder or obstruct the normal rhythm of the Company's business activities.

# **ARTICLE SIX**

#### PROCEDURE TO EXERCISE THE RIGHT OF INSPECTION

# Section 6.1

# Place and Time to Exercise the Right of Inspection

The Right of Inspection may be exercised, after scheduling by sending an email in the terms provided in Section 4.2, at the Administrative Headquarters located in the city of Barranquilla. The attention will be made on business days from 8 AM to 12 PM and from 2 PM to 4 PM. Saturdays, Sundays and holidays are not considered business days.

The exercise of the Right of Inspection will take place only in the spaces or areas of the main office of Argos that the Company's Administration determines for this purpose.

# Section 6.2 Signing of the Document "Proof of Participation in the Right of Inspection"

All persons who participate in exercising the Right of Inspection must sign the document 'Proof of Participation in the Right of Inspection', in accordance with the "Proof of Participation in the Right of Inspection" document. Before allowing a Shareholder, Legal Representative, Proxy or Advisor to participate in exercising the Right of Inspection, Argos' Management must verify that such persons have duly signed said document in accordance with the Certificate of Participation in the Right of Inspection.

# Section 6.3

# Digital Inspection of the Information and Protection Measures

Argos' Management must prepare the protected digital versions of all the information and/or documents that must be made available to the Shareholders for them to exercise the Right of Inspection, which may be inspected or examined by those who participate in exercising the Right of Inspection in the computers that are destined for it.

As protection or security measures for the information and/or documents that will be inspected by those who participate in exercising the Right of Inspection, Argos' Management must implement and verify compliance with the following measures:

a) Mobile devices may not be used in the determined area or space in which the Right of Inspection is CEMENTOS ARGOS S.A. | REGULATION TO EXERCISE THE RIGHT OF INSPECTION being exercised, nor may photographs, copies and/or videos of the information be made; **b)** Restrict the possibility of using magnetic means on the computer or physically to copy the information; for example, USB storage devices;

**c)** Preventively restrict or block the Internet connection with respect to the computers that Argos has to display the information subject to inspection, in order to prevent, for example, that the people who participate in the inspection send any information to their emails or third parties.While exercising the Right of Inspection, the Company's Management and/or employees appointed by Argos' permanent administration to coordinate, supervise and support the development of the Right of Inspection will participate.

#### Section 6.4

#### Requests for additional information or objections to the information of the Protected Versions

The Shareholder, or their representative, who wishes to request the disclosure of additional information to that provided in the Protected Versions that have been prepared, or who has an objection to the classification of the information that has been made to prepare the Protected Versions, must present their request or objection in writing to the Company, leaving a record of the date and time in which it was presented. Argos' Management must provide a written response within two (2) days following the date the request or objection was filed.

#### Section 6.5

#### Minutes Exercising the Right of Inspection

Each time the Right of Inspection is exercised by a Shareholder, Minutes of said visit or meeting will be drawn up, which must be signed by the Shareholder or their Proxy and by the Argos Administrator or employee who is coordinating the development of the Right of Inspection. The minutes shall record: (i) the date; (ii) the start and end time; (iii) the people who participate in exercising the Right of Inspection; and (iv) the documents inspected by the Shareholder or their Proxy. The requests or objections that the Shareholder presents in writing, as well as the respective responses issued by the Company, will be annexed to the Minutes.



# PROOF OF PARTICIPATION IN THE RIGHT OF INSPECTION

#### CEMENTOS ARGOS S.A.

Between the undersigned, namely: \_\_\_\_\_\_, of legal age, identified with Colombian Citizenship Card Number \_\_\_\_\_\_ who, in his capacity as Legal Representative, acts on behalf of CEMENTOS ARGOS S.A. (hereinafter, ARGOS or THE COMPANY), legally constituted by means of Public Deed Number 12999, granted on the 14th day of August, 1944, in the Office of the Second Notary Public of Barranquilla, with its main domicile in the city of Barranquilla; and on the other hand: \_\_\_\_\_\_, of legal age and neighbor of \_\_\_\_\_\_\_, in their capacity as Shareholder, Proxy or Advisor to Shareholder \_\_\_\_\_\_, in their capacity as Shareholder, Proxy or Advisor to Shareholder \_\_\_\_\_\_, hereinafter the SHAREHOLDER, ADVISOR or THE SHAREHOLDER'S PROXY, it has been agreed to enter into this Agreement (hereinafter, THE AGREEMENT), due to the exercise of the Right of Inspection by the Argos Shareholders, prior to the holding of the Ordinary General Assembly to be held on March \_\_\_\_, 2023.

#### CONSIDERATIONS

**1)** In exercising the Right of Inspection carried out by the Shareholder directly or through his Advisor or his Proxy, Argos will make available or reveal the information that is pertinent in accordance with the legal provisions.

**2)** The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY declares that he is aware of the REGULATIONS TO EXERCISE THE RIGHT OF INSPECTION issued by Argos and undertakes to comply with them.

**3)** The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY declares that access to the information is made for the exclusive purposes of the Right of Inspection, in order to exercise the rights that correspond to the Shareholder during the deliberations of the highest Corporate Body.

**4)** That the SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY acknowledges that the Argos information to which they will have access by virtue of the Right of Inspection is commercial and business information that enjoys protection by virtue of the law and that, therefore, (i) there are restrictions on access and use of the information; (ii) the information provided must be treated as confidential and reserved information; and (iii) you agree to treat it as such under the terms of this Agreement.

**FIRST. SCOPE OF THE RIGHT OF INSPECTION:** Under the terms of the applicable legislation and official doctrine, the Right of Inspection by itself does not oblige Argos to provide any type of information requested by the SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY.

The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY acknowledges and accepts that Argos cannot and should not allow the inspection of information that: (i) does not have a direct relationship with the matters pertaining to the ordinary meetings of the Company's General Shareholders' Assembly; (ii) has the character of a business secret of Argos; or (iii) corresponds to sensitive information that can be used to the detriment or competition of Argos if disclosed.

Therefore, and making use of the duty to protect businesses and the strategic information that Administrators are legally required to comply with, Argos will refrain from providing information related to its clients or users, information protected by Habeas Data, confidentiality agreements, information related to special projects or strategic business information or contracts that constitute competitive advantages and, in general, those documents that are considered confidential or reserved or the disclosure of which could be used to the Company's detriment.

**SECOND. CONFIDENTIAL INFORMATION:** Except for information that is publicly known, Confidential Information is understood to be all information that, in exercising the Right of Inspection and with the scope defined in the previous Clause, to which the SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY has access before or after the date of signing this Agreement.

**THIRD - CONFIDENTIALITY:** The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY undertakes not to reveal to third parties the Argos Confidential and Reserved Information or of the group companies to which they had access in exercising the Right of Inspection and, consequently, undertakes to treat the information as confidential and private, and to protect it to prevent its disclosure.

**FOURTH - ACCESS AND USE OF CONFIDENTIAL INFORMATION:** The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY shall not access, under the exercise of the Right of Inspection, information that is not directly related to the decisions, matters or matters pertaining to the regular meetings of the Shareholders' Assembly or to information regarding industrial and commercial secrets or information that, if disclosed, could be used to the Company's detriment.

The use that the SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY may give to

the information consulted in exercising the Right of Inspection will only be to illustrate with a view to exercising the rights that correspond to him as a Shareholder or in view of the deliberations of the highest Corporate Body.

The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY will not use the Confidential Information for purposes other than those indicated in this document in application of the applicable legislation, nor for the benefit of third parties, nor will they deliver the information or facilitate its use by competitors. The Confidential Information may not be withdrawn from Argos' main Administration Offices, nor may it be reproduced, copied, scanned, recorded or photographed. In the event that the person who accessed the information was a Shareholder Proxy or Advisor, the Proxy or Advisor agrees to notify said Shareholder of the confidential and reserved nature of the information, at the same time that they must be informed of the terms of this Agreement.

The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY declares that the improper use of Argos' Confidential Information, including, but not limited to, access by unauthorized third parties, competitors and, in general, any person who knows it or uses it for purposes different from the Right of Inspection could lead to a violation of the Rules on Competition, as well as Rules on the Prohibition of Improper Use of Privileged Information in Corporate and Financial Matters, and even in the conduct provided for in Article 258 of the Colombian Criminal Code.

**FIFTH – DECLARATION ON THE NON-EXISTENCE OF CONFLICTS OF INTEREST AND ACTS OF UNFAIR COMPETITION:** By signing this document, the SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY declares and guarantees that: (i) they will not request information the knowledge of which implies a conflict of interest; and (ii) will not use the Confidential Information to which they have access for competitive activities or for the direct or indirect benefit of s competitors of Argos or its related companies.

Before exercising the Right of Inspection, the SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY undertakes to disclose to the Company if access to certain information represents any potential or actual conflict of interest. The person who discloses the situation of conflict of interest or who is involved in it, even if they have not disclosed it, undertakes to refrain from participating in exercising the Right of Inspection, until the Company's Management analyzes and decides on said situation, and the necessary measures are taken to protect the Argos' Corporate Interest, including the protection of its Reserved or Confidential Information.

Both the SHAREHOLDER and the ADVISOR or the SHAREHOLDER'S PROXY will be responsible for compliance with the provisions herein and, in any case, will indemnify the Company for the damages they caused by the disclosure of the information to which they had access during the exercise of the Right of Inspection.

**SIXTH - EXCEPTION TO CONFIDENTIALITY:** The obligation not to disclose Confidential Information and the restrictions for its use prescribed herein will not apply or will cease when:

6.1. The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY is aware of it before it is disclosed to them by Argos, provided that it has been obtained free of any restriction.

6.2. The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY lawfully receives it from a third party who has the right to provide it, provided that it is received free of any restriction.

6.3. It has become information in the public domain, without a violation of this Agreement by the SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY.

6.4. It is disclosed by the SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY to comply with a legal requirement of a competent authority in the exercise of their functions, but in such case, they must inform the Company of such a fact before its disclosure, in such a way that the Company will have the opportunity to defend, limit or protect it, leaving in any case the SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY obliged to allege timely and duly professional or commercial secrecy to prevent its disclosure.

6.5. Argos agrees in writing and prior to its disclosure, that the information is free of such restrictions.

**SEVENTH – OWNERSHIP OF THE CONFIDENTIAL INFORMATION:** Confidential Information will continue to be the exclusive property of Argos and in no event may it leave the physical facilities of the Company, nor be copied, photographed, recorded and reproduced in similar media.

**EIGHTH – DURATION OF THE AGREEMENT:** The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY undertakes to permanently and indefinitely maintain the confidentiality of the information to which they have access during the exercise of the Right of Inspection once the information is received or disclosed to them by Argos. The Obligation of Confidentiality will only be extinguished if the Confidential Information becomes public knowledge.

**NINTH – DAMAGES:** The SHAREHOLDER, ADVISOR or the SHAREHOLDER'S PROXY acknowledges that the breach of this Agreement will cause damages to the Company. Therefore, Argos may take all necessary measures to avoid any breach of the Agreement or the use of Confidential Information.

Argos may claim, judicially or extrajudicially, economic compensation for all damages that such breach could represent, without prejudice to the fact that it may also carry out the pertinent legal actions that may arise.

#### TENTH. PERSONAL OBLIGATION OF LEGAL REPRESENTATIVES AND PROXIES: The

SHAREHOLDER'S Legal Representative and/or the SHAREHOLDER'S PROXY undertake to personally comply with the REGULATIONS TO EXERCISE THE RIGHT OF INSPECTION and this Agreement.

This Agreement is signed between the Parties on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2023

Por Cementos Argos S.A. ASESOR o el PODERADO DEL ACCIONISTA

Representante Legal

Nombre:

Por el ACCIONISTA,

