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### 1. Introduction

América Móvil, S.A.B. de C.V., its Subsidiaries and affiliates (hereinafter referred to as “América Móvil” or “the Company”) confirm and ratify their commitment with business ethics values and principles and with the fight against Corruption and illegality through this Procurement Policy (hereinafter referred to as the “Policy”).

América Móvil has developed an Integrity and Compliance Program which includes, among other things, its Code of Ethics, and this Policy. Any violation of our Code of Ethics, this Policy, our internal policies or applicable laws, rules and regulations, may lead to civil and criminal penalties ranging from fines to imprisonment being imposed on individuals and the Company.

### 2. Purpose

The purpose of this Policy is to establish guidelines for the selection and onboarding of Third Parties and procurement management in the Company, and to define criteria for the reception of goods and/or services, to ensure compliance with Company standards.

### 3. Scope

This Policy is applicable to all Company departments dealing with Procurement, or requesting a purchase, including Employees responsible for processing and managing purchases from Third Parties.

This Policy is supplementary to the Third-Party Due Diligence Protocol and América Móvil's Anti-Corruption, Business Integrity and Conflict of Interest Policies; therefore, requirements in such policies shall also be fulfilled.

### 4. Definitions

**Conflict(s) of Interest:** This is a form of Corruption that consists of an action that may be unduly influenced by some personal, family or third party interest. A conflict of interest arises when the decisions or actions of an Employee or a Third Party are based on the Employee's or Third Party's own benefit (often of an economic or personal nature) as opposed to the responsibility of promoting the Company's best interests when acting on behalf of the Company.

**Contract:** Agreement between two or more persons to create, transfer, modify or terminate rights and obligations.



**Corruption:** In the public sector, this means any abuse of power for the benefit of the Company or ourselves, and arises in interactions with Civil Servants or Government Entities. It is known as Public Corruption. In the private sector, this means actions or failures to act with the purpose of getting some kind of unduly benefit for the Company, personal benefits or advantages to a Supplier and is known as Private Corruption.

**Things of Value:** Any kind of payment in cash or in kind, including without limitation the following: cash or cash equivalents (securities, grocery coupons, gift certificates, electronic wallets, etc.), loans, gifts, rewards, meals and drinks, travels, Entertainment Expenses, Hospitality, plane tickets, discounts in the price of goods or services, invitations to travel, clothing, jewelry, job offers or promises of employment, either personal or for Third Parties, any kind of concession in a Contract, product or service, as well as the possibility or agreement to acquire shares of the company or its related parties.

**Due Diligence:** This means a background check of an individual or entity in order to identify potential legal, financial, Corruption, money laundering or reputational risks.

**Declaration of Conflict of Interest:** A questionnaire that must be filed out by Third Parties either at onboarding or at any other time requested by the Company, in accordance with this Policy and América Móvil's Third-Party Due Diligence Protocol.

**Procurement:** Strategic department of the Company that is in charge of managing, negotiating and formalizing commercial agreements with Suppliers to purchase goods and services necessary for Company operations.

**Employee(s):** Any person or persons hired under an individual or collective bargaining agreement by América Móvil or any of its Subsidiaries.

**Evidence of Services Rendered:** Any document, report, deliverable, work product, customs tax receipt, logs, etc., that can be used to verify that the services exist and have been provided to the Company by a Supplier.

**Relative(s):** Blood relatives up to the third degree. That is, sons, daughters, spouses, father, mother, grandparents, uncles/ aunts, nieces, nephews, grandchildren and cousins will be deemed close relatives.

**Entertainment Expenses:** Sports, musical or cultural events such as tournaments, fairs, theater plays or concerts, among others.

**Hospitality:** Expenses with the purpose of strengthening a business relationship (payment of flights, transportation, hotels, business meals, courses, conferences, congresses or seminars, among others) with Third Parties or Civil Servants.

**Risk Rating:** This means the category (Low, Medium or High) in which the Third Party is grouped, based on the Corruption risk a business relationship with the Company may pose.

The Risk Rating is determined based on variables such as: the type of services to be

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provided to the Company, interactions with the Government, the Third Party's fee structure and industry, among others.

**Whistleblower Portal:** The internal platform provided by América Móvil for Employees or Third Parties to report anonymously and confidentially any conduct that infringes upon the Company's Code of Ethics and/or policies <https://denuncias.americamovil.com/>

**Integrity and Compliance Program:** This program was developed and is overseen by the Compliance Officer, and includes, without limitation: (i) preparing Company policies and other guidelines to comply with laws, rules and regulations in effect; (ii) the identification, prevention and mitigation of operational and legal risks in order to ensure the long-term reputational value of the Company and create more certainty around its value chain; (iii) the implementation of appropriate and efficient control, monitoring and audit systems allowing the ongoing and periodic verification of compliance with integrity standards throughout the organization; and (iv) managing operations of the Whistleblower Portal and coordinate training in compliance.

**Supplier:** Any entity or individual providing goods and/or services to the Company for its operations and to fulfill its purposes.

**Gift:** Any Thing of Value or benefit delivered to a person as a sign of appreciation, esteem or friendship (Christmas gifts, promotional merchandise, among others).

**Risk:** Probability that an event contrary to the interests or expectations of the Company will have a harmful effect or impact (irrespective of its nature) on the Company.

**Purchase Requisition:** A document issued by the Company using an IT system called "Systems, Applications and Products in Data Processing," or SAP.

The Company uses this SAP system to manage human, financial-accounting, productive and logistical resources through the various phases of its business model, and it provides details such as the quantity and type of product or service, pricing, payment conditions, and other important data for company operations.

**Subsidiary:** Any entity controlled by América Móvil.

**Third Party(Parties):** Distributors, representatives, advisors, commercial partners, agents, brokers, customers, contractors, managers, lobbyists, consultants or suppliers who are part of the value chain of América Móvil or represent the Company in interactions with another Third Party, a Government or Civil Servants.

This includes civil society organizations and education, charitable, cultural or sports institutions.

**Requisitioner or User:** Any Company Employee requiring goods or services from a Supplier to fulfill its duties and fulfill the procedures, operations and purposes of the Company.



### 5. General Guidelines

The procurement team shall always meet the specific needs described in the Purchase Requisition created in SAP, verifying that they are duly justified and authorized by the corresponding areas.

Only the Requisitioner can make changes and/or amendments to the Purchase Requisition in the SAP System, provided it is in the authorization process following a:

- Change or correction of the original requisition.
- Request by the staff in charge of the purchase, informing the user of the reasons for that change, prior notice in writing of those reasons to the Requisitioner and the corresponding acceptance.

The staff in charge of the purchase must also cancel SAP Purchase Requisitions 5 (five) working days following a request to the User to submit one or more documents duly validated and authorized by the head of the requesting department, if such documents have not been submitted.

If a Purchase Requisition is partially released in the SAP system and, although the remaining items required are part of the same equipment, project and/or service, after 5(five) working days they are still not released, the Procurement team that has been assigned the requisition shall cancel that particular Purchase Requisition and send an email to the user informing about such cancellation, whereupon the user must create a new Purchase Requisition for the pending items or, if applicable, reactivate the one canceled by Procurement.

Procurement staff can only accept changes to quotes from Suppliers if the original conditions change and/or it is determined that there are more benefits involved, such as a lower price or better quality and/or specifications, in general, for the Company.

Procurement staff cannot and should not receive Gifts, Entertainment, Hospitality or any other Thing of Value from Suppliers providing quotes for the goods and services, or with whom the Company has some kind of relationship, without prior approval of the CEO and notice to the Compliance Officer, complying at all times with América Móvil's Anti-Corruption Policy and Gift, Entertainment and Hospitality Policy.



Negotiations to purchase goods and/or services from a Supplier as part of the procurement process shall be conducted directly by authorized procurement staff, and only if the user needs to contact the Supplier to make questions and complete technical assessments shall the purchasing staff arrange that.

Only procurement teams authorized in SAP can negotiate and agree costs for supplies and/ or services to be provided to the Company.

During the selection process, Procurement and the Requisitioner must follow at all times the provisions contained in América Móvil's Code of Ethics, Third-Party Due Diligence Protocol, and Anti-Corruption, Conflict of Interest and Commercial Integrity Policies.

### **5.1. Supplier Onboarding Checklist**

As part of the Supplier selection and onboarding process, the staff in charge of Company procurement must analyze the following factors as a minimum:

- Analysis of the Supplier's current standing, background and past performance
- Comparative analysis of the price of the relevant good or service
- Comparative analysis of the quality of the relevant good or service
- Delivery timeline
- Market conditions of the good or service offered
- Verifiable experience of Supplier in the market of the relevant good or service
- Check the relationship of Supplier with Grupo Carso and/or the Company
- Review the guarantees of products and/or services offered
- Verify how competitive the prices offered are
- Check the levels of service (technical support, maintenance, etc.)
- Examine the Supplier's production capacity
- Review the certified or qualified personnel of the Supplier
- Check the verifiable financial and legal situation for the 3 (three) years prior to the review date
- If an entity, verify that it is duly incorporated
- Check the Supplier's image and position in the market
- Identify the physical location of the Supplier's offices, facilities and/or production plants

This information must be added to a file that must be complete and kept updated.

At Third Party onboarding, the Company shall complete the procedures described in América Móvil's Third-Party Due Diligence Protocol to determine the Corruption Risk Rating the Supplier would represent to the Company.

If the Supplier has a medium or high risk rating, procurement staff must collect the following information to be included in the respective file, in addition to the procedures



described in the Protocol:

### A. For Entities

- Articles of Incorporation or Charter, including the latest amendments and, if applicable, supporting documents of its registration with a government office or registry established for that purpose
- Curriculum (including organizational charts, photos of facilities, history of the company, etc.)
- Taxpayer ID Card
- Audited Financial Statements (if applicable) for the last 3 (three) years and partial financial statements for the current year
- Trade references
- Product and/or service catalogs
- Reference bank details
- Official ID of the legal representative
- Power of attorney and any modifications
- Transfer request in national currency or Dollars
- Contract(s) executed with the Supplier, duly signed by the legal representatives of the stakeholders or, if applicable, general terms and conditions duly signed by legal representatives
- Copy of bank statement, for payment transfer purposes
- Communications issued by the Accounts Payable, Insurance and Bonds Manager, and the Warehouse and Distribution Manager or the equivalent roles, with a seal evidencing receipt by Supplier
- Third Party Declaration of Non-Conflict of Interest (see Appendix A)
- Declaration of Business Partner included in América Móvil's Commercial Integrity Policy

### B. For Individuals

- Curriculum (including organizational charts, photos of facilities, history of the company, etc.)
- Taxpayer ID Card
- Trade references
- Product and/or service catalogs
- Reference bank details
- If represented by a legal representative, official ID of the legal representative
- If represented by a legal representative, power of attorney and any modifications
- Contract(s) executed with the Supplier, duly signed by the legal representatives of the stakeholders or, if applicable, general terms and conditions duly signed by legal representatives
- Copy of bank statement, for payment transfer purposes
- Communications issued by the Accounts Payable, Insurance and Bonds Manager, and the Warehouse and Distribution Manager or the equivalent



- roles, with a seal evidencing receipt by Supplier
- Third Party Declaration of Non-Conflict of Interest (see Appendix A)
- Declaration of Business Partner included in América Móvil's Commercial Integrity Policy.

### 5.2. Evidence of Service

The Requisitioner must document and keep evidence of any Services rendered as applicable based on the service requested to the Supplier.

Examples of documents that can be used as evidence of services rendered include:

- Reports and/or records
- Deliverables in connection with the Supplier's work
- Work progress
- Customs tax receipts
- Logs
- Photos or videos

## 6. Policy Compliance Oversight and Verification

The Compliance and Internal Auditing Officers are responsible for supervising, overseeing and, as applicable, auditing the due compliance of all provisions in this Policy, and periodically assessing their efficacy.

The Compliance Officer is also responsible for evaluating periodically the Integrity and Compliance Program which includes, among other things, a series of measures intended to prevent acts of Corruption. It is also responsible for providing guidance to Employees regarding this Policy, via this email address [yocumple@americamovil.com](mailto:yocumple@americamovil.com), along with line managers.

If any audits are necessary, they will be conducted regularly and randomly in the various departments of the Company.

All Company Employees must support and cooperate with the work teams in charge of such audits, refraining from obstructing or blocking audit processes and from providing incorrect or false information.

Remember that we all must comply and ensure compliance with this Policy and report any act contrary to it, through the Whistleblower Portal <https://denuncias.americamovil.com/>

## 7. Training and Dissemination

It is extremely important for us to understand and implement all actions described herein, and with the purpose of promoting a culture of transparency, ethics and values, América Móvil offers its Employees and Third Parties online or in-person courses, which will be promoted through the Company's official means of communication, in order to provide training to help them understand the concepts, scope, and situations that may occur during





daily operations, and to express any concerns they may have.

We at América Móvil or its Subsidiaries are responsible for attending the allocated sessions, complying with the specified times and requested assessments.

### **8. Cooperation and Coordination**

The Compliance Officer is responsible for preparing and making its best efforts to harmonize this Policy with respect to the Subsidiaries. However, the Subsidiaries will be responsible for complying with applicable legal obligations before the Authorities of each individual country.

Accordingly, Subsidiaries must have in place internal procedures to ensure legal compliance, considering their specific anti-corruption, legal procurement and anti-bribery obligations in each country.

Furthermore, Subsidiaries shall ensure that they have in place efficient mechanisms that may allow them to cooperate and, as applicable, coordinate internal efforts to develop and implement policies and activities designed to prevent acts of Corruption in general.

### **9. Sanctions**

Failures to comply with this Policy may lead, both for Employees and Third Parties, to administrative, labor, or even criminal sanctions, depending on the seriousness of the particular act, which will be determined in accordance with internal workplace regulations and/or applicable laws, rules and regulations.

Within América Móvil, the Ethics Committee of each Subsidiary shall be the authority of last resort to determine sanctions in the event of default of this Policy, without prejudice to such defaults being also penalized by applicable laws and authorities having jurisdiction.

### **10. Whistleblower Portal**

To file a complaint in connection with any default to this Policy or our Code of Ethics, we have made available the Whistleblower Portal at <https://denuncias.americamovil.com/>

Each Employee of América Móvil and Third Party have the right and an obligation to directly report their line manager to the Compliance Officer or through the Whistleblower Portal in connection with any behavior that infringes this Protocol or any applicable laws, rules, regulations, Policies or internal procedures and, in general, any non-ethical conduct.

Further, it is our duty to cooperate with any internal or external investigation and keep it confidential. Employees who make a false or misleading complaint may be subject to disciplinary actions.



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Remember that failures to report a serious breach of ethics may have disciplinary consequences, as you may be covering up an unethical act or a crime. Reports can be made anonymously if the person filing the report wishes to do so; however, we encourage informants to leave some contact details for follow-up during the investigation.

It is important to note that América Móvil has adopted all the reasonable and justified measures to protect the confidentiality of the complaint and of the complainant; furthermore, we guarantee at every moment that no retaliation will be taken against you for filing the complaint.

Likewise, it is important to make it clear that no provision in this Policy shall be understood to prevent people from directly filing complaints before any authority having jurisdiction. In such cases, our suggestion is that it should be reported to Legal and/or the Compliance Officer, so that they can cooperate with the authorities, if necessary.

All reports will be investigated by América Móvil's Compliance Officer, who reports to the Audit and Corporate Practices Committee of América Móvil.

The Compliance Officer is in charge of the supervision and operation of the Whistleblower Portal, and will send to the Ethics Committees of each Subsidiary the corresponding complaints, for their proper investigation.

### **11. Questions and Comments**

If you have questions, comments or suggestions regarding this Policy, please contact us in the following email address: [yocumplo@americamovil.com](mailto:yocumplo@americamovil.com).



### Appendix A: Third Party Declaration of Non-Conflict of Interest

**[Enter name and title of Supplier's Legal Representative]**, in my capacity as legal representative of *[enter name of Supplier]*, empowered as evidenced in *[details of public instrument evidencing powers]*, in full use of my rights and under oath, hereby represent that:

a) My principal has a personal or business relationship with an Employee of the Company or its Subsidiaries, which may benefit my principal:	YES: _____ NO: _____
<ul style="list-style-type: none"> <li>▪ Name of Employee: _____</li> <li>▪ Title: _____</li> </ul>	
b) My principal employs Relatives of an Employee of the Company or its Subsidiaries:	YES: _____ NO: _____
<ul style="list-style-type: none"> <li>▪ Name of Employee: _____</li> <li>▪ Title: _____</li> </ul>	
c) I, the undersigned, and/or my principal have had a professional, labor or business relationship, either formal or informal, with an Employee of the Company or its Subsidiaries or with an Employee's Relatives, in the 2 years prior to entering into the corresponding employment agreement, which may create a Conflict of Interest:	YES: _____ NO: _____
<ul style="list-style-type: none"> <li>▪ Name of Employee: _____</li> <li>▪ Title: _____</li> </ul>	
d) An Employee of the Company or its Subsidiaries, or a Relative of an Employee of the Company or its Subsidiaries, has shares in my principal or has been a part of an entity with my principal in the 2 years prior to the Employee joining the Company.	YES: _____ NO: _____
<ul style="list-style-type: none"> <li>▪ Name of Employee: _____</li> <li>Title: _____</li> </ul>	
e) My principal has employees who are also current Employees of the Company and its Subsidiaries:	YES: _____ NO: _____

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▪ Name of Employee: _____	
▪ Title: _____	
f) My principal has a power of attorney and/or public instrument evidencing that an Employee of the Company or its Subsidiaries has participation rights in my principal:	YES: _____ NO: _____
▪ Name of Employee: _____	
▪ Title: _____	
g) My principal has made or received, directly or indirectly, some kind of gift, wire transfer, donation, service or any other Thing of Value as a result of an Employee of the Company or its Subsidiaries fulfilling its duties, in exchange for the award of a Contract or other benefit:	YES: _____ NO: _____
▪ Name of Employee: _____	
▪ Title: _____	
h) I am aware of the content and legal scope of the provisions in América Móvil's Code of Ethics and the Conflict of Interest Policy, and should know the meaning of Conflict of Interest in connection with the hiring process:	YES: _____ NO: _____
i) I agree to comply with the provisions in América Móvil's Anti-corruption Policy and Third-Party Due Diligence Protocol:	I agree: _____ I do not agree: __
j) Should any conflict of interest exist or come to my attention in the future, I will immediately inform the Company's Procurement Department and/or Compliance Officer.	I agree: _____ I do not agree: __
k) I will observe the business ethics values and principles set forth in América Móvil's Code of Ethics:	YES: _____ NO: _____

FAITHFULLY

\_\_\_\_\_  
[NAME AND  
SIGNATURE]

Date:  
  
\_\_\_\_\_