

OBJECTIVE

To establish specific standards, derived from the provisions of the Code of Conduct and Ethics of Genomma, to maintain the confidentiality of Genomma Lab Internacional S.A.B. de C.V. and its direct and indirect subsidiaries (collectively "Genomma" or the "Company"), ensuring that the use of the information is only in the interest of Genomma and safeguarding the confidentiality of the same.

SCOPE

The Policy applies to all directors, officers and employees of Genomma, regardless of where they reside or where they operate their business, and of its direct or indirect subsidiaries of Genomma, as well as to all agents, consultants, suppliers, customers, business partners and any other third party, who have access to Confidential Information (the "Covered Parties").

The above also applies to office computers, laptops, servers, printers, cell phones, mobile devices and other equipment, as well as programs, software in which Confidential Information is stored and/or through which it is handled, including internal users, employees, temporary collaborators and visitors.

1. DEFINITIONS

CONCEPT	DEFINITION
CONFIDENTIAL INFORMATION	Includes, by way of example and not limitation, data, notes, analyses, compilations, documents, videos, and any information owned by, or in the possession of, Genomma regarding, by way of example and not limitation, research projects, industrial property projects, formulas, "know-how," trade secrets, raw materials, technical knowledge, marketing, business information, distribution and logistics data, purchasing information, legal, financial, and business information, supplier and customer information, price calculations, sales systems, potential partners or clients, strategic projects, and new business ventures; including, on a complementary and gradual basis, the protection of all personal information that must be handled under principles of privacy and legality. Likewise, Confidential Information includes the inputs (prompts, contexts, instructions, and data) that any Obligated Party enters into an AI Tool, as well as the AI Deliverables resulting therefrom, under the terms of this Policy.
OBLIGATED PARTIES	It has the meaning ascribed to it in the first paragraph of section 2 of this Policy.
IA TOOLS	Tools, platforms, models, agents, and artificial intelligence services, whether provided, contracted, or paid for by Genomma, or contracted, licensed, subscribed to, acquired, or paid for individually by the Obligated Party or by any third party other than Genomma (including personal accounts, free plans, trial versions, individual subscriptions, and local models), in any case, previously authorized by the Information Technology area.
AI DELIVERABLES	All inputs, prompts, contexts, data, and documents that the Obligated Party enters into any AI Tool, as well as all products, results, outputs, code, models, agents, workflows, and any work or derivative obtained from its use. AI Deliverables are Confidential Information and the sole and exclusive property of Genomma from the moment they are generated.

2. ROLES AND RESPONSABILITIES

2.1. Global Legal Department: Provide legal advice to Genomma and to the Covered Entities that require it in connection with Confidential Information matters under this Policy.

2.2. Covered Parties: Comply with (i) the obligations of confidentiality, safeguarding and handling of Confidential Information set forth in this Policy, (ii) the confidentiality obligations existing in the confidentiality agreements or contracts entered into by the Covered Parties and (iii) the other obligations regarding confidentiality, industrial secrets, privileged information, technical, commercial and manufacturing secrets, professional secrecy and other similar or analogous in the other applicable laws in the countries where Genomma has operations.

3.2. Without limiting, and in addition to the definition of Confidential Information set forth in section 2 of this Policy, information disclosed to employees in an effort to keep them informed or in connection with their work activities is also considered Confidential Information. Confidential Information also includes information collected, acquired or developed during the term of employment of Genomma employees, including information that is originated by employees acting alone or in conjunction with other Genomma personnel and/or third parties, such as trade secrets.

3.3. Any request for disclosure or disclosure of Confidential Information must be handled by authorized and trained persons and must be reported immediately to the Global Legal Department.

3.4. Any breach of this Policy by the Covered Entities may result in, among others, (i) the immediate and justified termination of the employment relationship between the Covered Entity and the Genomma entity that is the employer or employer of such Covered Entity, and (ii) the termination of the commercial and, if applicable, contractual relationship with the Covered Entity that is a supplier or customer of Genomma.

3.5. In addition to, and without limiting, the obligations arising from this Policy, any Obligated Party who has access, by any means, to Confidential Information must sign, prior to being shared or transferred Confidential Information, a document, agreement, or contract by which said Obligated Party undertakes to keep confidential all Confidential Information received and to comply with other obligations with respect to such Confidential Information.

3.6. Promote the diligent handling of information on servers and mobile devices through the gradual adoption of digital security protocols, such as data encryption and protected remote access, in order to mitigate risks in our globalized operations.

3.7. Use of Artificial Intelligence Tools: (i) The processing of Confidential Information in AI Tools may only be carried out through those expressly authorized by the Information Technology area; (ii) it is prohibited to enter Confidential Information into unauthorized AI Tools, including personal accounts not authorized by the Information Technology Area, free plans, trial versions, individual subscriptions, or local models not authorized by the Information Technology Area; (iii) AI Deliverables, regardless of the source, ownership, or payment method of the AI Tool, constitute Confidential Information and the sole and exclusive property of Genomma from the moment of their generation, with all economic and intellectual property rights thereto being assigned to Genomma irrevocably and for the maximum legal term; (iv) the Obligated Party may not reuse the AI Deliverables for purposes other than those authorized by Genomma; and (v) upon Genomma's first request, the Obligated Party must deliver and/or verifiably delete all copies of Confidential Information and AI Deliverables in their possession. Likewise, as part of the foregoing obligations, each Obligated Party must adjust and maintain the settings and privacy controls of the AI Tools so that Confidential Information is not used, retained, or shared for the training, retraining, fine-tuning, improvement, or development of artificial intelligence models, including large language models ("LLMs"); to this end, they must disable the data usage or conversation history options for such purposes and use enterprise or no-data-retention modes when available. When an AI Tool does not allow the use of Confidential Information to be disabled for the purposes indicated above, the Obligated Party must refrain from entering Confidential Information into such AI Tool.

All of the foregoing, without prejudice to, and in addition to, the other civil, administrative and criminal actions or measures that Genomma may invoke for the compensation of damages caused to Genomma for the breach by the Covered Parties of this Policy or any of their obligations with respect to the Confidential Information.

Such confidentiality agreements or contracts must be reviewed and authorized by management or the head of Global Legal Leadership. Due to the confidentiality of Genomma's processes, when visits to any of Genomma's facilities (plants, distribution centers, etc.) are required, the regulations on plant visits in force must be complied with at all times.

In each and every one of the visits described above, the confidentiality of the information provided or to which visitors have access about raw materials and production processes must be kept confidential. Therefore, only elementary facilities and equipment may be shown, without explaining in detail the processes of a specific area.

It is strictly forbidden for any visitor to Genomma's facilities to introduce cameras, video cameras, tape recorders or other devices used to print images or record information, unless expressly authorized by the Global Legal Department.

4. COMPLIANCE

4.1. Mandatory: Compliance with this Policy is mandatory. All employees must sign the Acknowledgement of Receipt and Commitment of the Confidential Information Policy, which states that they know and understand the scope of this Policy (Annex 1).

4.2. Non-Compliance: Failure to comply with any provision of this Policy may result in training, disciplinary sanctions, and/or the pursuit of legal action, depending on the nature and severity of the violation or non-compliance. For these purposes, the following, among others, will be considered non-compliance: entering Confidential Information into unauthorized AI Tools, or failing to properly configure such AI Tools in accordance with section 3.7 of this Policy.

4.3. Assessment and Improvement: The Company will establish periodic review and monitoring mechanisms on a phased basis, in order to verify the effectiveness of information controls and enable the continuous improvement of our data protection systems.

Any violations to this Policy should be reported immediately to Global Legal Management for an immediate assessment of the reported violations.



Marco Sparvieri CEO
July 2026

ACKNOWLEDGEMENT OF RECEIPT AND COMMITMENT CONFIDENTIAL INFORMATION POLICY

I confirm that I am fully aware of the Confidential Information Policy issued by Genomma Lab Internacional, S.A.B. de C.V., understanding all its contents and scope. In connection with the foregoing, I agree to comply with all the provisions of this policy and in case I require more information about it, I will contact the Human Resources Department.

NAME: _____

AREA AND POSITION: _____

COMPANY: _____

DATE: _____

PLACE: _____

SIGNATURE: _____

Prints and delivers to the Human Resources area previously filled out.