




INTERNAL WORKING REGULATIONS

THE ENGLISH WAY

**COMPREHENSIVE CULTURE
OF EXCELLENCE**

**EFFECTIVE GOVERNANCE
AND FINANCIAL SUSTAINABILITY**

 <p>Fundación Educativa de Inglaterra</p>	<p>INTERNAL WORKING REGULATIONS</p>	Code: PLT – 034 – E	<p>Nit 860.023.814-8 No responsable de IVA - ICA 7x1000 Calle 170 N° 15-68 Tel (571) 676 7700 - Fax (571) 671 1318</p>
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CHAPTER I


ARTICLE 1. This document contains the Internal Working Regulations adopted by the FUNDACIÓN EDUCATIVA DE INGLATERRA, domiciled in Bogotá at Calle 170 # 15-68 and both the Company and all its employees are subject to its provisions. These regulations are part of the individual employment contracts of all employees, entered into or to be entered into, unless otherwise stipulated, which, however, can only be favourable to the employee.

CHAPTER II ADMISSION REQUIREMENTS

ARTICLE 2. Anyone who aspires to hold a position in the Fundación Educativa de Inglaterra must submit a request in writing for his/her register as an applicant and attach the following documents:

- a) Colombian ID card or *Tarjeta de Identidad*, depending on the case.
- b) A written authorisation from the Ministry of Labour or, alternatively, from the first local authority, at the request of the parents and, in their absence, of a Family Ombudsman, when the applicant is under eighteen (18) years of age.
- c) Certificate of employment issued by the last employer, including length of employment, type of job, job description and salary.
- d) Character reference letter that, depending on the case, can be written by the education establishment where the applicant studied.
- e) All other documents that the employer considers necessary to admit the applicant, as long as the requirements do not contravene the legal provisions in force.

PARAGRAPH: In the Internal Working Regulations, the employer may establish, in addition to the above-mentioned documents, all those that it considers necessary to grant or refuse the admission of the applicant, however, such requirements must not include documents, certifications or data expressly forbidden by legal regulations for this purpose. Hence, it is forbidden to include "data in regard to marital status, number of children, the religion they profess or the political party to which they belong" (Article 1 of Law 13 of 1972) in forms or job application letters; as well as the requirement of pregnancy tests for women, unless the activity is classified as a high risk activity (Article 43 of the Constitution of Colombia, Articles 1 and 2 of ILO Convention No. 111, Resolution No. 003941 of 1994 of the Ministry of Labour), AIDS test (Article 22

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of Regulatory Decree No. 559 of 1991), or the military ID card (Article 111 of Decree 2150 of 1995) or the regulations that constitute or regulate them.

TRIAL PERIOD

ARTICLE 3. Once the applicant has been admitted, the Fundación Educativa de Inglaterra may agree with him/her on an initial trial period. This will allow the Fundación Educativa de Inglaterra to assess the employee's skills and will also allow the applicant to assess the working conditions (Article 76 of the Colombian Labour Code).


ARTICLE 4. The trial period must be stipulated in writing. Otherwise, the services are understood to be regulated by the general regulations of the employment contract (Article 77, numeral 1, Colombian Labour Code).

ARTICLE 5. The trial period cannot exceed two (2) months. In fixed-term employment contracts with a duration of less than one (1) year, the trial period may not exceed one fifth of the initially agreed term on the contract and cannot exceed two (2) months. When consecutive employment contracts are entered between the same employer and the same employee, a trial period is not valid, except for the first contract (Article 7 of Law 50 of 1990).

ARTICLE 6. During the trial period, the contract may be terminated unilaterally at any time without prior notice. If, however, the trial period has expired and the employee continues to work for the employer, with express or implied consent and just because of this fact, the services provided by the employee to the employer are to be deemed regulated by the regulations established in the employment contract since the beginning of the trial period. Employees on trial periods are entitled to all fringe benefits (Article 80 of the Colombian Labour Code).

CHAPTER III OCCASIONAL EMPLOYEES

ARTICLE 7. Occasional employees are those engaged in short-term jobs of not more than one month and of a different nature to the normal activities of the Fundación Educativa de Inglaterra. In addition to the salary, these employees are entitled to all the benefits established by law.

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CHAPTER IV WORKING HOURS

ARTICLE 8. The employees’ working hours within the Fundación Educativa de Inglaterra shall be always established considering the legal maximum working hours of forty-eight (48) hours per week. Within those working hours, the employer may set and modify work shifts in accordance with the needs and the development of the activities of the Fundación Educativa de Inglaterra.

Staff of the Fundación Educativa de Inglaterra work from Monday to Saturday in shifts and schedules determined by the Fundación Educativa de Inglaterra in accordance with the Foundation’s needs and respecting the legal regulations in regard to working hours. Eventually, staff will work on Sundays and holidays.

PARAGRAPH 1: Employees who hold management and high-level positions or those who carry out discontinuous or intermittent activities, are excluded from the maximum legal working hours regulation. They must work as many hours as it is necessary for the right performance of their duties, and overtime will not be applied.

The beginning and end of a working day will be established by the Fundación Educativa de Inglaterra taking into account the needs of operation. See the example below:


ADMINISTRATIVE, TEACHING AND OPERATIONAL STAFF

Working days for administrative, teaching and operational staff are Monday to Saturday:

SESSION	MONDAY TO FRIDAY	SATURDAY
MORNING	7:30 a.m. – 12:00 p.m.	8:00 a.m. – 12:00 p.m.
LUNCH	12:00 p.m.– 1:00 p.m.	12:00 p.m.– 1:00 p.m.
AFTERNOON	1:00 p.m.– 4:30 p.m.	1:00 p.m.– 4:30 p.m.

PARAGRAPH 2. If the Fundación Educativa de Inglaterra has more than fifty (50) employees who work forty-eight (48) hours a week, they will be entitled to two (2) hours, of such working hours and at the employer’s expense, exclusively dedicated to recreational, cultural, sports or training activities (Article 21 of Law 50 of 1990).

PARAGRAPH 3. SPECIAL WORKING HOURS: The employer and the employee can agree temporarily or indefinitely on the implementation of successive work shifts,

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which allow the company or sections of the company to operate without interruption, every day of the week, as long as the shift does not exceed six (6) hours per day and thirty-six (36) per week (Article 161, Number 3, Letter C of the Colombian Labour Code, modified by Article 51 of Law 789 of 2002).

FLEXIBLE WORKING HOURS: The employer and the employee may agree that the working week of forty-eight (48) hours shall be divided into flexible working days, distributed among a maximum of six days a week with a mandatory rest day that may coincide with Sunday. The number of daily working hours may be variably distributed during the week and be a minimum of four (4) continuous hours up to ten (10) hours a day without any overtime pay, provided that the number of working hours does not exceed the average of forty-eight (48) hours per week within the ordinary working day from 6:00 a.m. to 9:00 p.m. (Article 51 of Law 789 of 2002).

SHIFTWORK. If the job does not require a continuous activity and it is carried out in shifts, the working day can be extended beyond eight (8) hours or beyond forty-eight (48) hours per week, provided that the average of working hours for a period of not more than three (3) weeks, does not exceed eight (8) hours per day nor forty-eight (48) per week. This extension does not constitute overtime.


CHAPTER V OVERTIME AND NIGHT WORK

ARTICLE 9. Ordinary working hours and night work.

1. Ordinary working hours are those which take place between 6:00 a.m. and 9:00 p.m.
2. Night work takes place between 9:00 p.m. and 6:00 a.m.

ARTICLE 10. Overtime occurs when the ordinary working hours are exceeded and always when the legal maximum working hours are exceeded (Article 159 of the Colombian Labour Code).

ARTICLE 11. Overtime may occur only for two (2) hours a day and with express authorisation from the Ministry of Labour or from an authority delegated by the latter (Article 1, Decree 13 of 1967), except for those cases established in Article 163 of the Colombian Labour Code.

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ARTICLE 12. Pay rates and surcharge calculation.

1. Night work, just for the fact of being at night, is remunerated with a surcharge of thirty-five per cent (35%) over the ordinary working day pay, except for the thirty-six (36) working week foreseen in Article 20, Letter C of Law 50 of 1990.
2. Daytime overtime is remunerated with a surcharge of twenty-five per cent (25%) over the ordinary working day pay.
3. Night work overtime is remunerated with a surcharge of seventy-five per cent (75%) over the ordinary working day pay.
4. Each of the above-mentioned surcharges is independently made, that is they will not accrue with others (Article 24, Law 50 of 1990).

PARAGRAPH 1: Overtime and surcharges for night work will be paid in the next payday.

PARAGRAPH 2: The Fundación Educativa de Inglaterra may establish special night shifts, in accordance with the provisions of Decree 2352 of 1965.

ARTICLE 13. The Fundación Educativa de Inglaterra will not recognise overtime unless when it expressly authorises its employees in accordance with the provisions established for this purpose in Article 11 of this document.


PARAGRAPH 1: Under no circumstances may day or night overtime exceed two (2) hours per day and twelve (12) hours per week.

PARAGRAPH 2: REST DAY (SATURDAY): The forty-eight (48) hours per week may be distributed throughout the working days, extending them by up to two hours and by mutual agreement between the parties, only for the exclusive purpose of allowing employees to rest on Saturdays. This extension does not constitute overtime (Article 23 of Law 50 of 1990).

CHAPTER VI LEGALLY MANDATORY REST DAYS

ARTICLE 14. Sundays and (*bank/religious*) holidays, recognised as such in our labour legislation, will be mandatory paid rest days.

1. Every employee is legally entitled to paid rest on the following public and religious holidays: January 1st, January 6th, March 19th, May 1st, June 29th, July

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20th, August 7th, August 15th, October 12th, November 1st, November 11th, December 8th, and December 25th, in addition to the Holy Thursday, Holy Friday, Ascension Day, Corpus Christi and Sacred Heart.

2. Nevertheless, January 6th, March 19th, June 29th, August 15th, October 12th, November 1st, November 11th, Ascension Day, Corpus Christi and Sacred Heart paid rest days will be moved to the following Monday if the original holyday falls on another day. When the above-mentioned holidays fall on a Sunday, paid rest will also be moved to the following Monday.
3. The fringe benefits and rights originated from working during a holiday will be recognised in relation to the paid rest day established in the previous paragraph (Article 1 of Law 51 of December 22nd, 1983).


PARAGRAPH 1. When the working time agreed by the parties, in days or hours, does not involve all working days of the week, the employee will be entitled to Sunday rest remuneration in proportion to the time worked (Article 26, Number 5 of Law 50 of 1990).

PARAGRAPH 2. SUNDAY WORK AND HOLIDAYS. Article 26 of Law 789 of 2002 modified Article 179 of the Colombian Labour Code.

1. Working time on Sundays and holidays will be remunerated with a surcharge of seventy-five per cent (75%) over the ordinary working day pay in proportion to the worked hours.
2. If Sunday coincides with another paid rest day and the employee works, he/she will only be entitled to the surcharge established in the previous number.
3. A working week of thirty-six (36) hours as established in Article 20, Letter C of Law 50 of 1990 is exempt (Article 26 of Law 789 of 2002).

Paragraph 2.1. The employee may agree with the employer his/her mandatory rest day to take place on a Saturday or a Sunday and will become institutionalised in all aspects as Sunday rest. In the context of labour regulations, the expression “Sunday rest” is to be interpreted exclusively for the purpose of mandatory rest.

NOTICE ON SUNDAY WORK. In the case of regular or permanent work performed on Sundays, the employer must publish the list of the staff who, for operational reasons, are unable to take Sunday rest. This list shall be published twelve (12) hours at least in advance in a visible place and shall also include compensatory rest days and hours (Article 185 of the Colombian Labour Code).

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ARTICLE 15. Rest time on Sundays and other days established in Article 14 of this document has a minimum duration of 24 hours, except for the stated in Letter C of Article 20 of Law 50 of 1990 (Article 25 of Law 50 of 1990).

ARTICLE 16. When the Fundación Educativa de Inglaterra suspends work on the grounds of a holiday not specified in Law 51 of December 22nd, 1983, the Foundation is obliged to pay for it as if it had been performed. Nevertheless, it is not obliged to pay when there has been an express agreement for suspension or compensation or it is provided for in the working regulations, agreements, collective labour agreements or arbitration decisions. This compensatory work will be paid without it being deemed as overtime (Article 178 of the Colombian Labour Code).

ANNUAL LEAVE

ARTICLE 17. Employees who have worked for one (1) year are entitled to fifteen (15) consecutive working days of annual leave or paid holiday (Article 186, Number 1 of the Colombian Labour Code).

ARTICLE 18. Annual leave must be determined by the Fundación Educativa de Inglaterra within the following year at the latest and it must be granted obligingly or at the request of the employee, without affecting the service and the effectiveness of the rest time. The employer must inform the employee of the date on which the holidays (annual leave) will be granted fifteen (15) days in advance (Article 187 of the Colombian Labour Code).


ARTICLE 19. If there is a justified interruption of the annual leave, the employee does not lose the right to resume them (Article 188 of the Colombian Labour Code).

ARTICLE 20. The employer and employee may agree in writing, upon request of the employee, to be paid for up to half of the holidays (payment in lieu). When the contract is terminated and the employee has not taken his/her holidays, the employer must pay for untaken annual leave for one year of work and proportionally per year fraction. In any case, untaken annual leave will be paid based on the last salary earned by the employee (Article 189 of the Colombian Labour Code, Law 1429 of 2010 and Article 1 of Law 995 of 2005).

ARTICLE 21. In any event, the employee is entitled to at least six (6) consecutive days of holidays, which cannot be accrued for holiday entitlement or carried over.

The parties may agree to accrue and carry over the remaining days for holiday entitlement for up to two (2) years.

Technicians, specialised employees, trustworthy employees or foreigners who provide

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their services in places other than the residence of their family members, can accrue or carry over holidays for up to four (4) years (Article 190 of the Colombian Labour Code).

ARTICLE 22. During annual leave, the employee will be paid his/her salary on the day the leave begins. Consequently, only the pay corresponding to work performed on mandatory rest days and to overtime will be excluded for the calculation of holiday pay. When the salary is variable, holiday pay will be calculated with the average of what the employee earned in the year before to the date on which the holidays are granted (Article 192 of the Colombian Labour Code).


ARTICLE 23. Every employer will keep a record of annual leave (holidays) with the date of entry of each employee, the start and end date of annual leave and their payment (Article 5 of Decree 13 of 1967).

PARAGRAPH. In fixed-term contracts of less than one (1) year, employees will be entitled to annual leave in proportion to the time worked, whatever this may be (Article 3, paragraph, Law 50 of 1990).

PERMISSIONS (Leave)

ARTICLE 24. The Fundación Educativa de Inglaterra will grant its employees the necessary permissions (leave) to exercise their right to vote and to serve as a poll worker; to get medical assistance; in the event of a serious domestic calamity that can be duly proven; to carry out union commissions inherent to the organisation; and to attend the funeral service of a colleague, provided that they give notice to the Fundación Educativa de Inglaterra and its representatives in due time and that in the latter two events, the number of employees absent is not such that may impact the operation of the establishment. The granting of the above-mentioned permissions (leave) will be subject to the following conditions:

1. In the event of a serious domestic calamity, notice may be given before or after the event or at the time of occurrence, as circumstances permit.
2. In all other cases (voting or serving as a poll worker), the notice will be given as soon as circumstances permit.
3. In the event of the death of the employee's spouse, permanent partner or family member within the second degree of consanguinity, the first degree by affinity or the first degree by adoption, they are entitled to a paid bereavement leave in accordance with the provisions of the current law at the moment it happens (Law 1280 of 2009). Serious domestic calamity does not include a bereavement

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leave.

4. Employees of the Fundación Educativa de Inglaterra are entitled to maternity leave in accordance with the provisions in the current law on the matter at the moment it is accrued.
5. The Fundación Educativa de Inglaterra will grant paternity leave pursuant to the provisions of the current law at the moment it happens (Law 755 of 2002 and Judgement C-174 of 2009).

CHAPTER VII MINIMUM, CONVENTIONAL SALARY, PLACE, DAYS, PAYMENT HOURS AND PERIODS THAT REGULATE IT

ARTICLE 25. Forms and agreement freedom.

1. The employer and the employee can freely agree on the salary in its various modalities as per time rate, piecework or task wage, etc., but always respecting the legal minimum salary or the one agreed on in the pacts, collective labour agreements and arbitration decisions.
2. Notwithstanding the provisions of articles 13, 14, 16, 21, and 340 of the Colombian Labour Code and the norms consistent with them, when the employee earns an ordinary salary over ten (10) legal minimum monthly salary, the written agreement of a salary which, in addition to paying for ordinary work, compensates in advance for the amount equivalent to the fringe benefits, surcharges and other benefits, such as night work, overtime, Sunday work and public holidays, bonuses, non-mandatory benefits, *cesantías* and their interests, allowances and supplies in kind; and, in general, those included in the agreement, except for the holidays.
3. Under no circumstances may the integral salary be less than the amount of ten (10) legal monthly salaries, plus the fringe benefit factor corresponding to the Fundación Educativa de Inglaterra that may not be less than thirty percent (30%) of said amount. The amount of the fringe benefit factor will be exempt from withholding taxes.
4. This salary will not be exempt from social security contributions, nor from contributions to SENA, ICBF and Family Compensation Funds, but the basis for parafiscal obligations is seventy percent (70%).

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5. The employee who would prefer this stipulation will receive the final payment calculation of his/her *cesantías* and other fringe benefits accrued up to that date. This do not imply that his/her employment contract has been terminated (Article 18 of Law 50 of 1990).

ARTICLE 26. Pay per day is called wage and that for longer periods is called salary (Article 133 of the Colombian Labour Code).

ARTICLE 27. Unless otherwise agreed to in writing, the salary payment shall be made in the place where the employee provides his/her services, during the working day or immediately after the working day ends (Article 138, Number 1 of the Colombian Labour Code).

PAY PERIODS: The pay period is monthly (arrears payroll format).

ARTICLE 28. The salary shall be paid directly to the employee or to the person that he/she authorises in writing as follows:


1. Salary in cash must be paid in equal periods and in arrears. Wage pay period cannot be other than weekly while salary pay cannot be other than monthly.
2. Overtime and night work surcharge pay must be made together with the ordinary salary for the period in which they were incurred or with the salary of the following period at the latest (Article 134 of the Colombian Labour Code).

CHAPTER VIII

MEDICAL SERVICE, SECURITY MEASURES, OCCUPATIONAL RISKS, FIRST AID IN THE EVENT OF OCCUPATIONAL ACCIDENTS, WORK REGULATIONS FOR GREATER HYGIENE, REGULARITY AND OCCUPATIONAL SAFETY

ARTICLE 29. It is the duty of the employer to ensure the health, safety/security and hygiene of the its employees. Likewise, it is the employer's obligation to guarantee the necessary resources to implement and execute permanent preventive and occupational medicine, and hygiene and occupational safety activities in accordance with the Occupational Health and Safety Management System (OHSMS) in order to ensure the complete protection of the employee.

ARTICLE 30. Medical services required by the employees shall be provided by the EPS and ARL, through the IPS, assigned to them. If not affiliated, it will be the responsibility of the employer without prejudice to the pertinent legal actions.

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ARTICLE 31. From the day on which the employee feels ill, he/she must inform the employer, the representative or whoever is acting in the employers' stead, who will arrange for the employee to be checked by a doctor, in order to certify if he/she is fit or unfit to work and, where appropriate, determine the sick leave and treatment that the employee must comply with.

If the employee does not inform within the indicated term or does not undergo the medical tests ordered by the doctor, his/her absence from work will be considered unjustified, unless he/she proves that he/she was unable to give notice and undergo the medical tests when ordered.


ARTICLE 32. Employees must comply with the instructions and treatment ordered by the doctor who examined them, as well as with the preventive examinations or treatments that the Fundación Educativa de Inglaterra orders for all or some of the employees in certain cases. The employee who refuses, without just cause, to undergo the medical examination, treatments or to follow the instructions above-mentioned, will lose the right to sick leave compensation as a result of the refusal.

ARTICLE 33. Employees must comply with all the hygiene and occupational safety measures established by the authorities in general and, in particular, with those ordered by the Fundación Educativa de Inglaterra to prevent diseases and risks related to the operation of machines and other work elements, particularly to avoid occupational accidents.

PARAGRAPH: Serious noncompliance of the instructions, regulations and determinations related to risk prevention, adopted in a general or specific way and that can be found in the Occupational Health and Safety Management System (OHSMS), given to the employee in writing, empowers the employer to terminate the employment relationship with just cause, respecting the employee's right of self-defence.

ARTICLE 34. In the event of occupational accident, the Head of the department/area or his /her representative will immediately order first aid assistance and medical examination, and will take all the measures deemed necessary and sufficient to minimise the consequences of the accident, reporting it to the EPS and ARL in the terms established in Decree 1295 of 1994. In addition, he/she will take all measures deemed necessary and sufficient to minimise the consequences of the accident, in accordance with the recommendations of the work accident investigation following the terms established in Resolution 1401 of 2007.

ARTICLE 35. In the event of a non-fatal accident, even the slightest or negligible accident, the employee will immediately inform the employer, the representative or whoever acts in the employer's stead so that timely medical assistance and treatment is provided in

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accordance with the legal provisions in force and will indicate the consequences of the accident and the date when the leave ends.

The Fundación Educativa de Inglaterra will not be held liable for the worsening of injuries or distress caused by the accident because the employee has not properly informed or has delayed it without just cause.


PARAGRAPH: The Fundación Educativa de Inglaterra will not be held liable for any occupational accident that was caused deliberately or by serious fault on the part of the victim and will only be obliged to provide first aid assistance. Neither will it be held liable for the worsening of injuries or distress caused by the accident because the employee has not properly informed or has delayed it without just cause.

In the event of a serious and/or fatal occupational accident, the Fundación Educativa de Inglaterra will be under the obligation to report said situation directly to the Dirección Territorial or Labour Office of the place where the events occurred within two (2) business days following the occurrence of the accident, without prejudice to the report that must be made to the ARL or EPS (Article 2.2.4.1.7 of Decree 1072 of 2015 and Resolution 2851 of 2015).

ARTICLE 36. All companies and occupational risk administrator entities must keep statistics of occupational accidents and diseases, and determine, in each case, the severity and frequency in accordance with the issued regulations.

Any work occupational accident or disease that occurs in a company or economic activity shall be informed by the employer to the occupational risk administrator entity and to the health care provider, simultaneously, within two (2) business days following the occurrence of the accident or the diagnosis of the disease.


ARTICLE 37. In any event regarding the points covered by this chapter, both the employer and the employees will be subject to the occupational risk regulations of the Colombian Labour Code, Resolution No. 1016 of 1989, issued by the Ministry of Labour and Social Security as well as other legal provisions established for that purpose. Likewise, both parties are obliged to comply with Decree Law 1295 of 1994, Law 776 of 2002, Law 1562 of 2012 and Decrees 1072 of 2015 and 052 of 2017, as well as other regulations issued by the General System of Occupational Risks.

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CHAPTER IX PROCEDURAL RULES

ARTICLE 38. Employees have the following duties:

- a) To show respect to supervisors and to be a good team worker.
- b) Respect for colleagues.
- c) To strive for complete harmony with their superiors and coworkers in personal relationships and in the execution of tasks.
- d) To behave well and to act in a spirit of loyal collaboration in the moral order and general discipline of the Fundación Educativa de Inglaterra.
- e) To perform the tasks entrusted with honesty, goodwill and in the best possible way.
- f) To make observations, claims and requests through the supervisor in a well-founded, restrained and respectful manner.
- g) To receive and accept work-related orders, instructions and corrections in order to direct and refine efforts for the benefit of oneself and the Fundación Educativa de Inglaterra.
- h) To strictly follow the measures and precautions indicated by the supervisor regarding the operation of machinery or working instruments.
- i) To stay in the workplace where he must perform the tasks during the working day, and it is forbidden unless ordered by a supervisor, to move to the workplace of colleagues.
- j) To properly use the e-mail and/or Internet access provided by the Fundación Educativa de Inglaterra.
- k) To abide by and fully respect all the policies established by the Fundación Educativa de Inglaterra as well as all internal regulations and procedures.

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CHAPTER X HIERARCHY

ARTICLE 39. The hierarchical order in accordance with the Foundation's current positions is the following: HEAD OF SCHOOL – RECTOR and LEGAL REPRESENTATIVE, ADMINISTRATIVE AND FINANCIAL DIRECTOR, HEAD OF SECTION, HEAD OF HUMAN RESOURCES.


PARAGRAPH: The positions who have the authority to impose disciplinary sanctions on the employees of the Fundación Educativa de Inglaterra are the HEAD OF SCHOOL – RECTOR and LEGAL REPRESENTATIVE and, in his absence, the ADMINISTRATIVE AND FINANCIAL DIRECTOR.

CHAPTER XI OCCUPATIONS BANNED FOR WOMEN AND MINORS

ARTICLE 40. The following tasks are banned for both women and minors:

1. Women and minors under the age of eighteen (18) may not be employed in industrial paint jobs involving the use of ceruse, lead sulphate or any other product containing such pigments (Article 242 of the Colombian Labour Code).
2. Women without distinction of age and minors under the age of eighteen (18) may not be EMPLOYED in mining nor can they work in unhealthy dangerous tasks or that require significant efforts (Article 242 of the Colombian Labour Code).

ARTICLE 41. No one under the age of 18 may be employed to perform hazardous jobs work that pose a danger or that is harmful to their health and physical or psychological integrity or considered as the worst forms of child labour. The Ministry of Labour, in collaboration with the Colombian Family Welfare Institute (ICBF), will establish the classification of these activities according to the level of danger and harmfulness they pose to adolescents authorised to work and will publish it periodically in different media every two years. For the development or modification of these lists, the Ministry will consult and consider the organisations of EMPLOYEES and employers, as well as the interested civil institutions and associations, considering the recommendations of the specialised international instruments and instances (Article 117 of Law 1098 of 2006 and Resolution 1677 of 2008).


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CHAPTER XII

SPECIAL OBLIGATIONS FOR THE COMPANY AND THE EMPLOYEES

ARTICLE 42. The following are special obligations of the employer:


1. To make available the appropriate instruments and raw materials necessary for the performance of the tasks to all employees, unless otherwise stipulated.
2. To provide a workplace with appropriate protection elements to protect employees from occupational accidents and diseases to guarantee safety and health.
3. To immediately give first aid in case of accidents or illness. For this purpose, the establishment will have available the necessary items on accordance with the regulations of the Occupational Health and Safety authorities.
4. To pay the agreed salary in the settled conditions, periods and places.
5. To have the utmost respect for the employee's personal dignity, beliefs and feelings.
6. To grant the employee the necessary leaves for the purposes and in the terms established in Article 24 of this document.
7. To issue a certificate of service stating the length of service, the type of work and salary earned, at the request of the employee and upon the termination of the employment contract. Likewise, at the request of the employee, he/she must undergo a medical examination and be given the corresponding certification if he/she undergone a medical examination when beginning to work or during the period of employment. The employee shall be deemed to have evaded, obstructed or delayed the examination when, five (5) days after the termination, he/she does not undergo the medical examination, despite having been order to do so.
8. To pay for the employee's relocation expenses if he/she changed residence to provide his/her service. Unless the termination of the contract is the employee's will or fault, the expenses to return to the previous place of residence will be covered as well.
9. If the employee prefers to reside elsewhere after the termination, the employer must cover the relocation expenses corresponding to the relocation expenses to return to the previous place of residence. Relocation expenses include his/her close family members living in the same household.

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10. To keep an updated record of overtime shifts.
11. To grant breaks as established in Article 238 of the Colombian Labour Code to the employees who are breastfeeding.
12. To preserve the job to the employees that are enjoying paid rest or on maternity leave, as referred to in the previous point. Redundancies during such periods or notice periods that come to an end during the above-mentioned rest time or leaves, will not have any effect.
13. To keep a registration record of all employed minors, including their date of birth.
14. To comply with these regulations and maintain order, morality as well as to have respect for the laws.
15. In addition to the employer's special obligations, the latter shall guarantee training for the minor and shall grant him/her unpaid leave when school activity requires so. It will also be the employer's obligation to enrol minor in the Social Security System and to provide them with a pair of shoes and clothing (workwear) every four months and free of charge, taking into account that the monthly remuneration is up to twice the minimum wage in force in the company (Article 57 of the Colombian Labour Code).

ARTICLE 43. The special obligations of the employee are the following:


1. To personally perform the tasks in accordance with the stipulated terms; to observe the precepts of this document, abide by and comply with the orders and instructions given by the Fundación Educativa de Inglaterra or its representatives in accordance with the established hierarchical order.
2. Not to communicate to third parties, unless expressly authorised, confidential information and whose disclosure may cause harm to the Fundación Educativa de Inglaterra, which does not preclude the reporting of common offences or violations of the contract or legal labour regulations to the competent authorities.
3. To keep and return the instruments and tools that have been provided as well as the remaining raw materials in good condition, except for normal wear and tear.
4. To strictly maintain morality in relationships with supervisors and colleagues.
5. To timely communicate the Fundación Educativa de Inglaterra the observations deemed conducive to avoid damages.

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6. To be of assistance in the event of an accident or imminent risk that affects or threatens the people or things within the Fundación Educativa de Inglaterra.
7. To follow the hygienic preventive measures established by those in charge or responsible for the Occupational Health and Safety, the Occupational Risk Administrator, the Foundation's physician, if any, or by the related authorities, and to follow as well the instructions and preventive measures for occupational accidents or diseases with due diligence and care.
8. To register the home address in the data base of the Fundación Educativa de Inglaterra and give timely notice of any change that occurs (Article 58 of the Colombian Labour Code).
9. To observe with great diligence and care instructions and preventive orders for accidents or occupational diseases.
10. To serve students, customers or users of the Fundación Educativa de Inglaterra in a timely, respectful, courteous and efficient manner.
11. To use the elements, tools or equipment and other resources that the Fundación Educativa de Inglaterra puts at the disposal for the fulfilment of the tasks in a rational and sensible way.
12. To comply with the provisions of the employment contracts as well as with the policies issued by the Fundación Educativa de Inglaterra.
13. To carry the school ID card in a visible place to enter and exit and within the premises. The school ID card is a personal and non-transferable document that identifies him/her as an employee of the Fundación Educativa de Inglaterra.

ARTICLE 44. The Fundación Educativa de Inglaterra is forbidden to:

1. Deduct, withhold or compensate in cash any amount of the employees' salaries and fringe benefits without their prior written authorisation, for each event or without judicial order, except for the following:
 - a) With respect to salaries, deductions, withholdings or compensations can be made in the cases authorised by Articles 113, 150, 151, 152, and 400 of the Colombian Labour Code. Article 151, modified by Article 19 of Law 1429 of 2010.
 - b) Cooperatives may order withholdings of up to fifty (50%) per cent of salaries and fringe benefits to cover credits in the form and in the cases in which the


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law authorises.

- c) With respect to the payment of *Cesantías*, the Fundación Educativa de Inglaterra can withhold the corresponding value in the events established in Article 250 of the Colombian Labour Code.
 - d) Oblige, in any way, the employees to buy merchandise or groceries in shops that the Fundación Educativa de Inglaterra decides.
 - e) Demand or accept employee's money as a bonus to be employed or for any other reason that relates to work conditions.
 - f) Limit or pressure employees in any way in regard to their freedom of association.
2. Impose religious or political obligations on employees or hinder or prevent them from exercising their right to vote.
 3. Make or authorise political propaganda in the workplace.
 4. Organise or allow any kind of raffles, collections or subscriptions in the workplace.
 5. Use conventional signs that tend to harm the interested parties or to adopt the "blacklist" system, whichever modality used, in the certificates referred to in Number 7 of Article 57 of the Colombian Labour Code to prevent other companies from hiring employees made redundant or who resigned.
 6. Carry out or authorise any act that violates or restricts the rights of employees or that offends their dignity (Article 59 of the Colombian Labour Code).

ARTICLE 45. Employees are forbidden to:

1. Take work tools, raw materials or products made from the factory, workshop or establishment without permission from the Fundación Educativa de Inglaterra.
2. Show up for work intoxicated or under the influence of narcotics or drugs.
3. Keep weapons of any kind in the workplace, except for those authorised by law for security guards.
4. Miss work without a good excuse or without the permission from the Fundación Educativa de Inglaterra, except for strikes for which they must leave the

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workplace.


5. Intentionally reduce the pace of work performance, suspend work, promote untimely work suspension and encourage their promotion or continuation, regardless if they participate or not.
6. Organise collections, raffles or subscriptions or any other kind of propaganda in the workplace.
7. Limit the freedom to work or not to work, to join or not join a union or to remain as a union member or withdraw from it.
8. Use tools or equipment provided by the Fundación Educativa de Inglaterra for purposes other than the work-related (Article 60, of the Colombian Labour Code).
9. Perform any act that endangers their safety/security, that of their coworkers, their supervisors or third parties, or that threatens or damages equipment, items, buildings, workshops or work rooms.
10. Leave the premises of the Fundación Educativa de Inglaterra during working hours without prior authorisation.
11. Treat students, customers and users of the Fundación Educativa de Inglaterra inappropriately, carelessly or disrespectfully.

CHAPTER XIII DISCIPLINARY OFFENCES AND SANCTIONS

ARTICLE 46. The Fundación Educativa de Inglaterra cannot impose sanctions on its employees that are not foreseen in these working regulations, in agreements, collective labour agreements, arbitration decisions or in employment contracts (Article 114 of the Colombian Labour Code).

ARTICLE 47. The following are minor disciplinary offences and their sanctions:

- a. To be late for work the first time implies suspension of the employment contract for a maximum of eight (8) days and two (2) months in case of recurrence.
- b. To miss work in the morning, afternoon or in the corresponding shift without a good excuse even if it does not cause significant prejudice to the Fundación Educativa de Inglaterra, implies the suspension of the employment contract.
- c. Minor offences committed by the employees regarding the contractual or

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regulatory obligations implies suspension from work for up to eight (8) days when committed for the first time and suspension from work for up to two (2) months when repeating the offence.

PARAGRAPH 1: With regard to offences and disciplinary sanctions referred to in this article, it is made clear that the Fundación Educativa de Inglaterra will not recognise nor pay the corresponding salary for the time not worked because of such offences and their corresponding sanctions.

The provisions of this section do not prevent the Fundación Educativa de Inglaterra from assess each case and to proceed accordingly to impose the applicable sanction or justified dismissal.


PARAGRAPH 2: The fines foreseen can only be caused by delays or absences from work without a reasonable excuse; they cannot exceed one fifth of a day's salary and that amount is deposit in a special bank account exclusively dedicated to prizes or gifts for the employees of the establishment.

ARTICLE 48. The following are serious offences that result in the termination of the employment contract:

- a) To be late to work without a valid and reasonable excuse and that causes severe damage.
- b) Total absence in the morning or in the corresponding shift, without a reasonable excuse.
- c) Total absence to work during the day without a reasonable excuse.
- d) Serious offences committed by the employee regarding his/her obligations and legal, contractual or regulatory duties, as well as incurring in any of the prohibitions established by law, this document and/or in the employment contract.

The provisions of this section do not preclude the Fundación Educativa de Inglaterra from assessing each individual case to impose the appropriate sanction and to proceed with the justified dismissal, in accordance with the prior assessment.

PARAGRAPH: The employee who was suspended must show up to work on the date on which the sanction ends. Otherwise, a disciplinary process will begin and the disciplinary sanctions or measures established in this document or in the employment contract will be applied.

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PROCEDURE FOR VERIFYING THE OFFENCES AND APPLICATION OF DISCIPLINARY SANCTIONS

ARTICLE 49. Before applying a disciplinary sanction, the employer must hear the accused employee and, if he/she is unionised, he/she must be assisted by two representatives of the trade union to which he/she belongs.

In any case, the disciplinary procedure will observe the following parameters, in order to guarantee the right to defence and due process:

- a) The employee will be formally notified of the beginning of the disciplinary process and the notification will indicate the date in which the hearing will take place.
- b) This notification will include the charges and conducts that the employee is charged with.
- c) The employee will be informed of the evidence against him/her as well as the opportunity to dispute them.
- d) The employer will make a final and motivated defence statement once the disciplinary procedure is concluded.
- e) The employee will be given the possibility to controvert the decision before a second instance.


Additionally, the facts and the final decision of the Fundación Educativa de Inglaterra whether or not to impose the final sanction shall also be recorded in writing (Article 115 of the Colombian Labour Code).

ARTICLE 50. The disciplinary sanction imposed with violation of the procedure indicated in the previous article will not produce any effect (Article 115 of the Colombian Labour Code).

CHAPTER XIV COMPLAINTS: BEFORE WHO THEY MUST BE FILED AND THEIR PROCESSING

ARTICLE 51. Employees' complaints will be filed before the individual that holds the position of Head of Human Resources at the Fundación Educativa de Inglaterra, who will hear and resolve them with justice and equity.

ARTICLE 52. It is clearly established that for the purposes of the complaints referred to in

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the previous articles, the employee or employees may be advised by their union.

CHAPTER XV LAW 1010 OF 2006 WORKPLACE HARASSMENT PREVENTION MECHANISMS AND INTERNAL SOLUTION PROCEDURE

ARTICLE 53. PREVENTION MECHANISMS

The following are preventive mechanisms of behaviours that constitute labour harassment:


- a) The Fundación Educativa de Inglaterra will periodically carry out individual or collective training sessions or instructive talks for its employees aimed at improving the working environment, developing dignity and mutual respect, promoting decent and fair work conditions, to ensure a good working environment and, in general, to prevent harassment at work.
- b) The Fundación Educativa de Inglaterra will carry out individual or collective psycho-pedagogical activities or therapies and/or educational activities, in order to instruct the employees in relation to the development of appropriate behaviours in their work environment.

PROCEDURE FOR OVERCOMING HARASSMENT BEHAVIOURS IN THE WORKPLACE

ARTICLE 54. The procedure for overcoming harassment behaviours in the workplace must be carried out in a confidential and conciliatory manner and its main objective will be to prevent or overcome behaviours that could be considered as acts of workplace harassment.

In accordance with the foregoing, each and every person participating in the procedure shall be bound by absolute confidentiality in the face of the facts and in relation to the participants therein.

ARTICLE 55. The employee who considers him/herself to be a passive victim of a behaviour that constitutes workplace harassment, must immediately inform the Labour Coexistence Committee or whoever is designated for such purposes, who will carry out the corresponding internal investigations and will look for the appropriate preventive mechanisms to overcome the possible situations of harassment. The information

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submitted by the worker will be handled confidentially and is only intended to initiate the internal investigation procedure aimed at detecting and overcoming possible situations of workplace harassment.

PARAGRAPH: When the person involved in a situation of harassment, as a passive or active victim, is a member of the Labour Coexistence Committee or is designated for such purposes, the hierarchical superior shall be informed of the existence of such a situation for the purposes set out in this article.

ARTICLE 56. In development of the previous procedure, the Labour Coexistence Committee or whoever is designated for such purposes, if it considers it necessary, may summon in a written and confidential manner the subjects involved in the facts and the corresponding witnesses to declare what happened. The statements made will be formalised in a record, which will additionally record the alleged acts of workplace harassment reported, the proposed solution alternatives and the agreements reached, if any.


ARTICLE 57. In development of the previous procedure, the Labour Coexistence Committee or whoever is designated for such purposes may order the execution or development of the corresponding preventive measures, which shall seek to improve the working environment, as well as the prevention or overcoming of behaviours that may be considered as workplace harassment.

CHAPTER XVI WORKING FROM HOME (REMOTE WORK)

ARTICLE 58. In order to allow and facilitate working from home as a form of work organisation, employees working from home shall take into account the indications made by the Fundación Educativa de Inglaterra and, in particular, those contained herein for the management of equipment and software to be delivered (Article 5 of Decree 0884 of 2012).

Employees working from home must comply with the following obligations to ensure the proper use of equipment and software delivered:

- a) All items given to the employees working from home will be of their direct and personal responsibility.
- b) They may be used exclusively for the services provided by the employees working from home as agreed with the Fundación Educativa de Inglaterra in the employment contracts.

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- c) All specific instructions given by the Fundación Educativa de Inglaterra for the proper use of equipment and software must be followed.
- d) Proper use of equipment and software must be guaranteed to avoid damage.
- e) Users and passwords supplied for the use of the equipment and software, delivered to employees working from home are non-transferable and for their exclusive use.
- f) All usernames and password to access equipment and software must be handled with confidentiality.
- g) Those contained in the internal policies of the Fundación Educativa de Inglaterra.


PARAGRAPH. Failure to comply with any of the above-mentioned obligations constitutes a serious offence and a violation of the obligations and prohibitions governing contracts of employment between employees working from home and the Foundation, in accordance with the provisions of Letter A of Article 7 of Decree Law 2351 of 1965, a provision that replace Article 62 of the Colombian Labour Code.

ARTICLE 59. Employees working from home must guarantee the confidentiality of the information to which they have knowledge in the execution of their duties, which in any case can only be used as development of their employment contract (Article 5 of Decree 0884 of 2012).

PARAGRAPH 1. It is expressly prohibited to disclose, supply, sell, lease, publish, copy, reproduce, remove, dispose of, transfer and, in general, to use, directly or indirectly, on his/her behalf or on other's, in whole or in part, for any purpose, confidential information or intellectual property of the Foundation to which employees working from home have had access or of which they have become aware in the course of or in connection with their duties.

PARAGRAPH 2. Noncompliance with the stipulations in this article will be considered a serious offence in accordance with the provisions of Number 6 of Article 7 of Decree 2351 of 1965.

ARTICLE 60. In regard to occupational safety and hazard prevention, working from home will follow the provisions of the Occupational Safety and Health Management System (OSHMS) and the suggestions made by the Occupational Risks Administrator as well as the COPASST of the Fundación Educativa de Inglaterra (Article 8 of Decree 0884 of 2012).

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CHAPTER XVII PUBLICATIONS

ARTICLE 61. The Fundación Educativa de Inglaterra shall publish the Internal Working Regulations on the noticeboard of the premises and on that same date, which is the document's effective date, shall inform the employees about the content of the Internal Working Regulations through an internal circular. The employer must publish two (2) copies in legible characters of the Internal Working Regulations, in two (2) separate places. If there are several separate workplaces, the publication should be made in each of them.

CHAPTER XVIII FINAL PROVISIONS

ARTICLE 62. As of the date of entry into force of this document, the provisions of previous regulations of the Fundación Educativa de Inglaterra become ineffective.

CHAPTER XIX INEFFECTIVE CLAUSES

ARTICLE 63. The clauses that degrade the employee's conditions concerning the provisions of the laws, individual contracts, agreements, collective agreements or arbitral decisions, which replace the provisions of these regulations as they can be more favourable to the employee, shall be ineffective (Article 109 of the Colombian Labour Code).

DATE: August 1st, 2020

ADDRESS: Calle 170 No 15-68, Bogotá D.C.

Jeffrey Shaw

JEFFREY NIGEL SHAW

Head of School and Rector – Legal Representative