ANNEX 4
INTERESTED PARTY COMMITMENTS FORM

DATE

TO:
INDUSTRIA MILITAR
CITY

I, _____ (*Name of the legal representative of the proponent company, association, or legal entity*), identified with Citizenship ID (Cédula de Ciudadanía) No. _____ issued in _____, domiciled in _____ (*Domicile of the signing person*), acting in my capacity as:

LEGAL ENTITY representative and/or attorney-in-fact of the firm _____, (*Legal representative of the interested Company or Association, if it is a legal entity, in which case said Company or Association must be fully identified, indicating the instrument of incorporation and referring to its registration with the Chamber of Commerce of the legal entity's domicile*).

I declare under oath the willingness to assume, unilaterally, these Invitation bases, taking into account the following considerations:

DECLARATION ON FINES AND SANCTIONS

I certify that in the last three (3) years to date, YES __ NO __ I have been subject to fines and/or sanctions for breach of my contractual obligations before state entities.

(*In the event of fines and/or sanctions, you must state, for each one, the amount of the fine or sanction, the date on which it was imposed, and the name of the entity that imposed it.*)

B. ANTI-CORRUPTION COMMITMENT:

The bidder declares its willingness to assume, unilaterally, these Invitation bases, taking into account the following considerations:

FIRST: That LA INDUSTRIA MILITAR is conducting an invitation for the execution of an agreement for [*Indicate the information on the subject matter of the contract*];

SECOND: That it is in the interest of THE INTERESTED PARTY to support the action of the Colombian State, and of INDUSTRIA MILITAR, to strengthen transparency in selection processes and the responsibility of accountability;

THIRD: That, being in the interest of the interested party to participate in this invitation referred to in the first recital above, it is willing to supply its own information as necessary to bring transparency to the invitation, and in that sense executes this anti-corruption commitment, which shall be governed by the following clauses:

FOURTH: That, in order to participate in the invitation, the interested party I represent has structured a serious offer, with reliable information and an economic offer adjusted to reality that ensures the performance of the contract under the conditions of quality and timeliness required in this invitation.

CLAUSE ONE. COMMITMENTS ASSUMED. THE INTERESTED PARTY, by signing this document, assumes the following commitments:

THE INTERESTED PARTY will not offer or give bribes or any other form of inducement to any public official in connection with its offer, with the invitation, or with the performance of the Agreement and/or Accord that may be entered into as a result of its offer.

THE INTERESTED PARTY undertakes not to allow anyone, whether an employee of the company or an independent commission agent, or an advisor or consultant, to do so on its behalf.

THE INTERESTED PARTY formally undertakes to instruct all its employees, agents, and advisors, and any other representatives, requiring them to comply at all times with the laws of the Republic of Colombia, especially those governing this invitation and the contractual relationship that could arise from it, and will impose on them the obligations to:

Not offer or pay bribes or any inducement to the officials of LA INDUSTRIA MILITAR, or to any other public or private servant who may influence the award of the offer, whether directly or indirectly, nor to third parties who, by their influence over public officials, may influence the acceptance of the offer;

Not offer payments or inducements to the officials of LA INDUSTRIA MILITAR during the performance of the contract that is executed should its offer be accepted, neither before nor after.

THE INTERESTED PARTY formally undertakes not to make agreements, or carry out acts or conduct, whose object or effect is collusion in this invitation.

I will not use, during the offer evaluation stage, arguments regarding non-compliance with requirements other than those established in this invitation, for the purpose of seeking the disqualification of my competitors or modifying the eligibility ranking of the offers.

CLAUSE TWO. CONSEQUENCES OF BREACH

In the event of breach of the commitments acquired under this document, I accept and acknowledge that THE INTERESTED PARTY I represent will not be able to participate in the invitation conducted by Industria Militar within the two (2) years following the confirmation thereof.

In witness of the foregoing, and as an expression of acceptance of the commitments incorporated in this document, it is signed in the city of (*City where this document is signed*) on the (*Day of the month in words and numbers, day of the month of the year*).

C. COMMITMENT TO COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

I declare under oath that I fully comply with the Environmental Regulations and the Environmental Policy of Industria Militar, carrying out my activities and services while minimizing the risks to health, safety, or the environment, in accordance with national governmental policies, plans, and programs, and national and international regulations.

I undertake to carry out my activities and services without creating risk to health, safety, or the environment, and I hold myself responsible for all costs arising in connection with pollution, including fines and expenses arising from requirements or action by the authorities.

I authorize Industria Militar to verify, whenever it deems appropriate, compliance with the environmental regulations in force.

D. SECURITY AGREEMENT BETWEEN THE SUPPLIER AND INDUMIL.

The bidder/supplier undertakes to INDUSTRIA MILITAR to:

Comply with the obligations and responsibilities inherent to the contracting, likewise with the regulations and policies established by INDUSTRIA MILITAR in the Contracting Manual and the Commercial Code, pursuing high standards of quality, safety, and reliability.

Provide timely information on risks related to loss, theft, drug trafficking, smuggling, terrorism, money laundering, and any other illicit activity that may directly or indirectly affect our commercial and operational activities, ensuring that the information provided will be handled in a confidential, responsible, ethical, and mutually agreed manner during the process of reporting to the competent authorities.

Refrain from engaging in commercial negotiations with companies or persons that belong to or represent organizations outside the law, drug-trafficking or smuggling networks.

Handle the information provided confidentially. Confidential information is understood to be all information that INDUMIL delivers to the supplier, or that is learned by reason of the negotiations carried out by the parties or of the contract they enter into.

The handling of INDUSTRIA MILITAR's information shall be carried out exclusively by the persons selected and accredited by your company, in compliance with the security criteria.

Authorizes INDUSTRIA MILITAR to carry out the collection, storage, and use of data, used to verify the legality of the company, background checks, and for commercial purposes.

Report immediately to INDUSTRIA MILITAR in the event of any incident in the operation related to loss, theft, drug trafficking, smuggling, terrorism, money laundering, and any other illicit activity.

Carry out and document, in coordination with INDUMIL's Security Directorate, an onboarding visit to the facilities where its operations are conducted, in order to verify compliance with minimum security requirements in the international supply chain.

The delivery of a contingency plan for its activity that enables the optimal development of the contracted operations. The contingency plan must contain, as a minimum, the activities and procedures to be carried out before, during, and after the materialization of the risks that may affect the delivery of the goods or services contracted with INDUMIL.

Verify, in cases where it transfers, delegates, outsources, or subcontracts any of its critical processes related to its supply chains, that the service provider implements security measures aimed at mitigating risks in the international supply chain.

Provide information indicating that it holds authorization as an Authorized Economic Operator in Colombia, or that it is certified by another security program administered by a foreign customs authority, or that it is certified by BASC or other security certifications or initiatives in force and internationally recognized.

Provide information by means of a signed statement that, in the event it does not hold authorization as an Authorized Economic Operator in Colombia, nor is certified by another security program administered by a foreign customs authority or BASC or other security certifications or initiatives in force and internationally recognized, it meets minimum requirements aimed at mitigating risks in the international supply chain.

SIGNED STATEMENT — BUSINESS PARTNER FOR THE CONTROL AND SECURITY OF THE SUPPLY CHAIN

I declare that our Organization is committed to the security of our supply chains by carrying out practices that make it possible to mitigate the risks associated with money laundering, financing of terrorism and/or groups outside the law, smuggling, corruption, bribery, internal conspiracies, trafficking of narcotics, substances for the processing of narcotics, weapons, ammunition, and explosives — financial, legal, and others associated with the development of the corporate purpose — where the Minimum Security Requirements are met, as set out below:

Business Partners: Carrying out due knowledge of business partners, through a secure and reliable selection process, to avoid commercial negotiations with companies or persons that belong to or represent organizations outside the law, drug-trafficking or smuggling networks.

Physical Access Controls: Establishing access control for collaborators, visitors, and contractors to the facilities to prevent unauthorized access.

Personnel Security: Having a personnel selection and departure process to ensure reliability.

Process Security: Guaranteeing the integrity and security in the activities that are part of the contracted purpose. Maintaining the traceability of operations and reporting immediately to INDUSTRIA MILITAR in the event of any incident in the operation related to loss, theft, drug trafficking, smuggling, terrorism, money laundering, and any other illicit activity.

Physical Security: Implementing measures that guarantee the security of the facilities.

Information Technology Security: Having measures that protect against unauthorized access to information, documentation, and information systems, in order to maintain the confidentiality of the contracted purpose, its operations, and the information supplied by INDUMIL for the fulfillment of the contractual purpose.

Security Training and Threat Awareness: Establishing training and education activities focused on developing the ability to maintain security in the supply chain, recognizing potential threats.

Security of cargo units and cargo transport units: Implementing control measures aimed at maintaining integrity, preventing the materialization of risks, and securing the loading processes related to the supply chain.

Likewise, I authorize INDUSTRIA MILITAR to carry out the collection, storage, and use of data, used to verify the legality of the company, background checks, and for commercial purposes.

F. BIDDER DUE DILIGENCE COMMITMENT

I declare that the goods I offer to Industria Militar comply with all quality standards, and I undertake to attach the quality certificates as required by the invitation bases, and that I have previously carried out due diligence, and I am aware of all the legal, commercial, and administrative procedures for export, import (if applicable), and distribution of the country of origin _____ (*specify place of origin of the goods offered*), and that I am aware of all the regulations on transport permits for the material, in order to place the goods at the destination location.

Likewise, I declare that the goods to be offered have all the permits of the country of origin and that they may be sold and marketed in the Republic of Colombia.

SIGNATURE	
NAME OF THE LEGAL REPRESENTATIVE	
CITIZENSHIP ID (C.C.) No.	
COMPANY NAME	
NIT	
COMMERCIAL REGISTRATION (MATRÍCULA)	
TELEPHONE	
COMPANY ADDRESS	