

ELEMENT MATERIALS TECHNOLOGY

TERMS AND CONDITIONS (MEXICO)

TÉRMINOS Y CONDICIONES (MÉXICO)

**1. Formation of Contract.**

1.1 These terms and conditions ("**Terms and Conditions**") together with any quotation, proposal, estimate or fee quote ("**Quotation**") provided by or on behalf of Element Materials Technology Monterrey, S. de R.L. de C.V. ("**Company**") with principal place of business located at Carretera Monterrey-Salttillo No. 3279-B, Privada de Santa Catarina, Santa Catarina, Nuevo León C.P. 66367, Mexico, shall be a part of and apply to all contracts for the supply of testing, calibration and/or any other services ("**Services**") carried out by the Company, providing the services contemplated therein on behalf of [insert name of customer] ("**Customer**") with principal place of business located at [insert address of customer].

1.1.1 Any rendering of Services is subject and expressly conditioned to the acceptance of these Terms and Conditions by the Customer, in which case the Customer acknowledges that it shall be bound by these Terms and Conditions at the time it receives any Service from the Company, and which together with the Quotation, constitute a binding agreement





of such additional requests shall remain at the Company's discretion.

detalladas de los procedimientos llevados a cabo como parte de los Servicios. Para evitar cualquier duda, la aceptación de cualquier solicitud de servicios adicionales por parte del Cliente permanecerá a entera discreción de la Empresa.

### 3. Prices & Payment.

### 3. Precio y Pago.

3.1 The Customer shall pay the Company the charges set out in the Quotation, if applicable, or as otherwise contemplated for the provision of the Services ("**Consideration**") and shall pay the Company on demand for any expenses incurred in the provision of the Services ("**Costs**"), unless expressly agreed otherwise in writing.

3.1 El Cliente deberá pagar a la Empresa las cantidades establecidas en la Cotización, según sean aplicables, o según lo acordado para la prestación de los Servicios (la "**Contraprestación**"), así como cualquier gasto incurrido por la Empresa en la prestación de los Servicios (los "**Costos**"), salvo que se haya acordado algo diferente por escrito entre las partes.

3.2 The Company may issue invoices in respect of Services:

3.2.1 upon completion of the Services; or

3.2.2 reasonable satisfaction of separate parts of the Services, in which case, the Company will invoice for that proportion of the total Consideration for the Services performed under the Contract; or

3.2.3 in a manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation.

recibido en caso de no haberse realizado dicha deducción o retención.

3.4 The Customer shall pay the Consideration and Costs to the Company by electronic bank transfer in cleared funds in the currency

or order confirmation. All payments due to the Company shall be payable within the specified time irrespective of whether or not the Customer has recovered payment from a third party and, for the avoidance of doubt, but without prejudice to the generality of the foregoing, this includes payments of fees due to the Company acting as experts or as expert witnesses when instructed by solicitors acting for a party to a dispute.

3.4 El Cliente deberá pagar a la Empresa la Contraprestación y los Costos mediante transferencia electrónica bancaria, con fondos de disponibilidad inmediata y en la moneda especificada en la Cotización, en la propuesta o en la confirmación de la orden de compra, emitidas por la Empresa. Todos los pagos que deba hacer el Cliente a la Empresa deberán realizarse dentro de los tiempos especificados por la Empresa, independientemente de si el Cliente ha obtenido o no algún pago de parte de algún tercero y, para evitar cualquier duda, pero sin perjuicio de lo anterior, esto incluye también el pago de cualquier honorario adeudado a la Empresa en caso de que la Empresa haya actuado como perito o como testigo en algún peritaje, cuando así haya sido requerido por algún abogado actuando en representación para una parte en alguna controversia.

3.5 Time of payment is of the essence of these Terms and Conditions. In default of payment within the thirty (30) days, the Company may: (i) suspend any further Services being carried out for the Customer; (ii) withhold the provision of Reports (as defined in sub-condition 4.2); (iii) alter or withdraw credit terms; (iv) amend terms, prices or Service levels; and (v) declare all outstanding invoices due and payable immediately. The amount outstanding from time to time shall bear default interest, calculated from the due date of the invoice to the date of receipt of the amount in full at an annual rate equivalent to 20% (twenty percent) in case of Mexican Pesos and 5% (five percent) in case of Dollars of the United States of America. This interest will be effective, in addition to any othe.9

may incur in connection with exercising any kind of action or claim to which it is entitled against the Customer (including but not limited to

departure. The Customer acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to the Company. equivalente al 50% (cincuenta por ciento) de la remuneración total anual pagada por la

relation to the Contract, or to assume for the Company any other liability in connection with the Services, unless such warranty, representation or assumption of liability is given to the Customer in accordance with sub-condition 0.

4.5 In relation to radiography reports and film delivered or interpreted as part of the performance of the Services, the Customer shall notify the Company, within fourteen (14) days from date of issue of such radiography reports and film, of any Customer or third party dispute concerning either the radiographic quality or interpretation of results. If the Customer does not so notify the Company within this fourteen (14) day period, the Customer will be deemed to have accepted the radiography reports and film, together with any interpretation of these, provided by the Company.

4.6 The Customer represents and warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently.

4.7 Reports are issued on the basis of information known to the Company at the time that the Services are carried out. Although the Company will use all reasonable endeavors to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Customer, its staff and on the information submitted to the Company. Save as required by law, no representation or warranty, whether express or implied or otherwise, as to the accuracy of a Report is given by the Company. In consequence, all Reports are prepared by the Company on the basis that:

4.7.1 there is no responsibility of the Company to any person or body other than the Customer;

4.7.2 they are not produced for any particular purpose and no statement of the Company is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated by the Company;

Empresa en relación con el Contrato, o a aceptar para la Empresa cualquier otra responsabilidad en relación con los Servicios, salvo que dicha garantía, declaración o aceptación de responsabilidad sea otorgada al Cliente de conformidad con lo establecido en la sub-condición 2.1.

4.5 En relación con los reportes de radiografía y filmación entregados o interpretados como parte de la prestación de los Servicios, el Cliente deberá notificar a la Empresa, dentro de los 14 (catorce) días siguientes a la fecha de emisión de dichos reportes, cualquier inconformidad del Cliente o de algún tercero, ya sea con respecto a la calidad radiográfica o a la interpretación de los resultados. Si el Cliente omite notificar su inconformidad a la Empresa dentro de dicho plazo de 14 (catorce) días, se entenderá que el Cliente ha aceptado los reportes de radiografía y filmación, junto con cualquier interpretación de éstos, que le hayan sido entregados por la Empresa.

4.6 El Cliente declara y garantiza a la Empresa la integridad y exactitud de todos los documentos e información proporcionados a la Empresa para la realización de los Servicios, tanto en el momento en que fueron entregados, como posteriormente.

4.7 Los Reportes son emitidos en base a la información conocida por la Empresa en el momento en que son prestados los Servicios. Aunque la Empresa hará todos los esfuerzos razonables para garantizar su exactitud, los Servicios dependen, entre otras cosas, de la cooperación efectiva del Cliente, de su personal y de la información proporcionada a la Empresa. Salvo que la ley establezca lo contrario, la Empresa no otorga ninguna garantía, ya sea expresa o implícita o de cualquier otra forma, en cuanto a la exactitud de un Reporte. En consecuencia, todos los Reportes son preparados por la Empresa sobre la base de que:

4.7.1 No tiene responsabilidad ante alguna persona o entidad distinta al Cliente;

4.7.2 No son realizados para un propósito en particular y ninguna declaración de la Empresa debe considerarse



4.7.3 the Report is determined solely by the professional analysis undertaken by the Company's staff on each individual Contract and any forecasts by the Company of the results is an estimate only;

4.7.4 the Company is entitled to be paid the Consideration irrespective of the results or conclusions reached in the Report;

4.7.5 the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the Sample was taken; and

4.7.6 the results are final and approved by the Company. The Company shall be under no liability where the Customer has acted on preliminary, unapproved results or advice.

## **5. Customers' Property.**

5.1 The Customer shall supply as much information as possible, including a unique purchase order number, reference or authorization, about each Sample and/or Service requirement in order to assist in achieving an efficient service. If a Customer provides the Company with detailed instructions in writing as to the treatment and handling of particular items of its property, the Company will use its reasonable endeavors to comply with such instructions.

5.2 The Customer shall inform the Company in writing prior to the Company carrying out any Service on a Customer site or Sample that is of a dangerous or unstable nature, as well as notify the Company of any actual or potential health & safety hazards relating to a Sample

the Services, and shall provide instruction on the safe visiting of the site or safe handling of the Sample. The Customer shall accept full responsibility for appropriate safety labeling pertaining to the Sample and any equipment provided to the Company by the Customer.

4.7.3 El Reporte es preparado únicamente mediante el análisis profesional realizado por el personal de la Empresa para efecto de cada contrato en lo individual y cualquier pronóstico de la Empresa sobre los resultados es sólo una estimación;

4.7.4 La Empresa tiene derecho a que se le pague la Contraprestación, independientemente de los resultados o conclusiones del Reporte;

4.7.5 Los resultados de los Servicios deberán referirse solamente a los bienes e información proporcionados, y no deberán considerarse como representativos de un volumen mayor del cual se haya tomado la Muestra; y

4.7.6 Los resultados son definitivos y aprobados por la Empresa. La Empresa no tendrá responsabilidad alguna en caso de que el Cliente haya actuado en base a resultados o recomendaciones preliminares o no aprobadas por la Empresa.

## **5. Propiedad del Cliente.**

5.1 El Cliente deberá proporcionar a la Empresa la mayor información posible, incluyendo un número único de orden de compra, de referencia o de autorización, sobre cada Muestra y/o solicitud de Servicio, con el fin de asistir a la Empresa en lograr un Servicio eficiente. En caso de que el Cliente proporcione a la Empresa instrucciones detalladas por escrito sobre el tratamiento y manejo de ciertos bienes de su propiedad en particular, la Empresa hará todos los esfuerzos razonables para cumplir con dichas instrucciones.

5.2 El Cliente deberá informar a la Empresa por escrito, y antes de que la Empresa realice cualquier Servicio en un sitio del Cliente o en una Muestra que sea de naturaleza peligrosa o inestable, sobre cualquier peligro real o potencial de salud y de seguridad relacionado con dicha Muestra y que pudiera surgir por motivo de los Servicios, y deberá proporcionar instrucciones a la Empresa a efecto de llevar a cabo una visita segura al sitio del Cliente o sobre el manejo seguro de la Muestra. El Cliente acepta su responsabilidad en relación con el etiquetado d

deberá contener la Muestra y sobre cualquier equipo que haya proporcionado a la Empresa.

5.3 The Customer acknowledges and expressly agrees that, subject to sub-condition 0 where the Contract specifies that the Services include non-destructive testing of the Sample, the performance of the Services may damage or destroy any and all Samples and any other materials or property delivered by Customers to the Company in relation to the Contract. Under no circumstances will the Company be responsible for any additional costs or damages, including consequential damages and indirect costs or losses, resulting from destru

5.3 El Cliente reconoce y acepta expresamente que, sujeto a lo establecido en la sub-condición 5.4 donde se especifica que los Servicios incluyen pruebas no destructivas de la Muestra, la ejecución de los Servicios puede dañar o destruir todas y cada una de las Muestras y cualesquier otros materiales o bienes entregados por el Cliente a la Empresa en relación con el Contrato. Bajo ninguna circunstancia la Empresa será responsable de los daños o costos adicionales, incluyendo los daños generados, costos indirectos o perjuicios que resulten de la destrucción o pérdida de los bienes del Cliente.

5.4 When testing, analysis or other services are carried out, the Company shall not be liable in respect of any costs or losses resulting from damage to or destruction of any property belonging to the Customer unless the Customer notifies the Company in writing before delivery to the Company and the property itself delivered

5.4 Cuando se realicen pruebas, análisis u otros servicios, la Empresa no será responsable con respecto a los costos o pérdidas que resulten del daño o de la destrucción de los bienes propiedad Cliente, salvo que el Cliente avise por escrito a la Empresa antes de la entrega de dichos bienes y éstos estén claramente marcados con la leyenda "No Destruir o Dañar". En caso que dicho aviso haya sido notificado a la Empresa y los bienes propiedad del Cliente hayan estado marcados con la leyenda referida, la responsabilidad de la Empresa por el daño o destrucción de dichos bienes propiedad del Cliente estará limitada al valor menor entre:

Destroy o

lesser of:

5.4.1

5.4.1 El valor de los bienes propiedad del Cliente; o

5.4.2 the cost of the Services performed on the damaged property pursuant to the Contract.

5.4.2 El costo de los Servicios realizados en los bienes dañados de conformidad con el Contrato.

of foreign origin and is imported into Mexico, the Customer, at its sole cost and risk, shall:

5.5.1 obtain any governmental permits and authorizations, and comply with any applicable non-tariff regulations and restrictions, which are necessary to legally import such property into Mexico;

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including the payment of any applicable import duties, taxes, customs processing or brokerage fees and any other costs or expenses associated therewith; and

dichos bienes, incluyendo el pago de los impuestos de importación, contribuciones, derechos de trámite aduanero, y demás costos y gastos relacionados con la importación; y

5.5.3 keep and deliver to the Company a copy of the import manifest and any other customs documentation used for the importation of the property, and which is necessary to evidence the legal importation, possession and permanence of such property in Mexico.

5.5.3 Mantener y entregar a la Empresa una copia de los pedimentos de importación y demás documentación aduanal necesaria para amparar la legal importación, estancia y tenencia de dichos bienes en México.

5.6 The p

that property. The Company may use any method of delivery that it reasonably decides and will do so as the agent of the Customer and will not have any liability in respect of any such item so delivered. The Company may at its discretion instruct any person delivering such property to the Customer to invoice that Customer directly in respect of that delivery and the Customer shall make any and all claims for property damaged in transit directly and solely against such delivery company or other person.

8.1 This condition 0 sets out the entire financial liability of the Company, its employees, agents and sub-contractors to the Customer in respect of any breach of the Contract, any use made of Samples or any part of them on which Services are carried out and any representation, statement or tortious act or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract.

8.2 Other than as expressly set out herein and as specifically warranted in writing to the Customer, by a duly authorized attorney-in-fact of the Company with sufficient power of attorney in accordance with sub-condition 0, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.1 Esta condición 8 establece los únicos casos de responsabilidad de la Empresa, sus empleados, agentes y subcontratistas ante el Cliente con respecto a cualquier incumplimiento del Contrato, cualquier uso de las Muestras o cualquier parte de éstas a las cuales se lleven a cabo los Servicios, y en relación a cualquier manifestación, declaración, acto ilícito u omisión (incluyendo por negligencia o incumplimiento de alguna ley) que surjan de o en relación al Contrato.

8.2 Salvo por





8.8.3 any other matter which may not be limited or excluded by law.

8.8.3 Cualquier otro supuesto que no esté limitado o excluido por ley.

8.9 This condition 0 shall survive termination of the Contract.

8.9 Esta condición 8 sobrevivirá a la terminación del Contrato.

### 9. Intellectual Property Rights.

### 9. Derechos de Propiedad Intelectual.

9.1 In this condition 0, the following definitions apply:

9.1 En esta condición 9, aplican las siguientes definiciones:

**"Intellectual Property Rights"**: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (now existing or hereafter created), in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"Derechos de Propiedad Intelectual"**: todas las patentes, derechos sobre invenciones, modelos de utilidad, derechos de autor y derechos relacionados, marcas registradas, marcas de servicio, nombres comerciales, de negocios y de dominio, derechos comerciales, derechos sobre el crédito mercantil, derechos a demandar por traspaso, derechos de competencia desleal, derechos sobre diseños, derechos sobre programas de software, derechos de bases de datos, derechos topográficos, derechos morales, derechos sobre información confidencial (incluyendo conocimientos técnicos (*know how*) y secretos industriales) y cualesquier otros derechos de propiedad intelectual (ahora existentes o creados en el futuro), y en cada caso ya sea que estén registrados o no, incluyendo también todas las solicitudes de registro o de renovación o ampliaciones de dichos derechos de propiedad intelectual, y en general todos los derechos o formas de protección similares o equivalentes en cualquier parte del mundo.

9.2 All Intellectual Property Rights (including copyright in records, scientific documentary, primary data or electronic means of handling data) produced during any Service shall belong to and remain the property of the Company unless otherwise expressly agreed in writing by the parties as part of the Contract.

9.2 Todos los Derechos de Propiedad Intelectual (incluyendo los derechos de autor en grabaciones, documentales científicos, datos primarios o medios electrónicos de procesamiento de datos) originados durante la prestación de los Servicios son y permanecerán en todo momento propiedad de la Empresa, salvo que se acuerde expresamente lo contrario por escrito entre las partes bajo el Contrato.

9.3 Ownership and copyright in the Report shall remain with the Company. Upon the Customer discharging all its obligations under the Contract, including payment of the Consideration, the Customer will obtain an irrevocable, royalty-free, non-exclusive license to use the Report (including the right to sub-license), subject to the terms of sub-condition 0 and this sub-condition 0.

9.3 La propiedad y los derechos de autor del Reporte permanecerán en todo momento en la Empresa. Una vez que el Cliente haya cumplido con todas sus obligaciones bajo el Contrato, incluyendo sin limitar con el pago de la Contraprestación, el Cliente obtendrá una



términos establecidos en la sub-condición 9.2 y ésta sub-condición 9.3.

9.4 All Intellectual Property Rights in all service mark(s), trade mark(s), certification mark(s) and other names and logos owned by the Company shall remain the property of the Company and cannot be sold or licensed by the Customer.

9.4 Todos los Derechos de Propiedad Intelectual en todas las marcas de servicio, marcas registradas, marcas de certificación, así como en otros nombres y logotipos propiedad de la Empresa, permanecerán en todo momento propiedad de la Empresa y no podrán ser vendidos u otorgados en licencia por el Cliente.

9.5 When certification is granted the Company shall award a license to the Customer to use the Company's certification mark(s) and logos for the certification validity period, subject to the applicable terms of use (as amended from time to time) which are issued with every certification and are available on request.

9.5 Cuando se otorgue una certificación, la Empresa concederá una licencia al Cliente para utilizar sus marcas de certificación y logotipos de la Empresa por el período de vigencia de la certificación, sujeto a los términos de uso aplicables (incluyendo sus modificaciones que realice la Empresa de tiempo en tiempo) que se emitan con cada certificación y que estarán disponibles a petición del Cliente.

9.6 The Customer shall indemnify and hold the Company harmless from and against all losses to which the Company may become liable as result of a claim that the use of any data, equipment or other materials supplied by the Customer for the performance of the Services involves the infringement of any Intellectual Property Rights of any third party.

9.6 El Cliente indemnizará y mantendrá en paz y a salvo a la Empresa de y contra todos los daños y pérdidas de las cuales la Empresa

10.1.1 assist the Customer in completing its internal requirements and the Company in performing Services for the Customer;

10.1.2  
and other third party requirements for the delivery and use of the data recited in the Reports;

10.1.3

11.1.3

and the Customer shall be liable for such costs in addition to the Consideration.

podiera haber cobrado a cualquier cliente por esos servicios, y el Cliente será responsable de pagar dichos costos en adición a la Contraprestación.

12.2 In the event that the Company is required by a party other than the Customer to present the results or findings of Services carried out by the Company for the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising from any services which the Company is required to do as a result, including the preparation of any witness statement and the preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer has paid all outstanding Consideration under the Contract and whether or not the Company has closed the

12.2 En caso que un tercero, distinto al Cliente, solicite a la Empresa presentar los resultados o hallazgos de los Servicios prestados en cualquier procedimiento legal relacionado al Cliente, el Cliente deberá pagar los honorarios y costos que resulten de cualquier servicio que la Empresa deba realizar en consecuencia, incluyendo la preparación de cualquier declaración testimonial, así como la preparación y comparecencia en cualquier audiencia judicial. El Cliente deberá pagar todos estos costos, independientemente de que el Cliente haya pagado o no todas las Contraprestaciones pendientes de pago de conformidad con el Contrato y si la Empresa ha cerrado o no el expe5





remedies, obligations and liabilities that have accrued as at termination.

derechos, recursos, obligaciones y responsabilidades que las partes hayan adquirido a la fecha de terminación.

13.5 The Terms and Conditions, which expressly or by implication survive termination of the Contract, shall continue in full force and effect.

13.5 Los Términos y Condiciones que expresa

Waiver by either party hereto of a breach by the other party of any of the provisions of these Terms and Conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

**16. Entire Agreement.**

16.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.



**18. No Partnership or Agency.**

18.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other ents fo



party's (as Data Controller) lawful, documented and reasonable instructions (which shall unless otherwise agreed be to Process Personal Data as necessary to provide the Services pursuant to the terms of this Contract), unless required by a law to which the Data Processor is subject, provided that in such a case, the Data Processor shall inform the Data Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. In particular, the Data Controller instructs the Data Processor to Transfer data outside Mexico subject to the Data Processor complying with the applicable requirements of the Data Protection Laws;

razonables de la otra parte como Responsable (caso en el cual, salvo acuerdo en contrario, será para Tratar Datos Personales según sea necesario para la prestación de los Servicios conforme al Contrato), salvo que lo exija una ley a la que esté sujeto el Responsable Receptor, y en tal caso, el Responsable Receptor deberá informar al Responsable sobre dicho requisito legal antes del Tratamiento, salvo que esa ley prohíba dicha información por razones de interés público. En particular, el Responsable instruirá al Responsable Receptor que Transfiera los datos fuera de México sujeto a que el Responsable Receptor cumpla con los requisitos aplicables de las Leyes de Protección de Datos Personales;

20.3.2 upon becoming aware of a Personal Data Breach: (a) notify the Data Controller without undue delay; and (b) provide reasonable co-operation (at the cost of the Data Controller) to the Data Controller in connection with the Personal Data Breach;

20.3.2 Al tener conocimiento de algún Incumplimiento de Protección de Datos Personales: (a) notificar inmediatamente al Responsable sin demora injustificada; y (b) proporcionar la cooperación razonable al Responsable (a costo del Responsable) en relación personal

20.3.3 upon receiving any request, complaint or communication relating to the Data Controller's obligations under the Data Protection Laws: (a) notify the Data Controller as soon as reasonably practicable; and (b) assist the Data Controller by implementing appropriate technical and organisational measures to enable the Data Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws in respect of Personal Data Processed by the Data Processor under this Contract or comply with any assessment, enquiry, notice or investigation under any Data Protection Laws, provided in each case that the Data Controller shall reimburse the Data Processor in full for all costs reasonably incurred by the Data Processor performing its obligations under this sub-condition 0;

20.3.4 ensure that at all times it has in place appropriate technical and organizational measures as required by Data Protection Laws;

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information concerning: (i) the Data Processor's internal pricing information; (ii) information relating to other clients of the Data Processor; (iii) any Data Processor non-public external reports; or (iv) any internal reports prepared by the Data Processor's internal audit or compliance functions. The Data Processor must immediately inform the Data Controller if, in its opinion, an instruction provided by the Data Controller pursuant to this Contract infringes the Data Protection Laws or other foreign personal data protection provisions applicable in Mexico or abroad, as the case may be.

permitir el acceso a información relacionada con: (i) la información interna de precios del Responsable Receptor; (ii) información relacionada con otros clientes del Responsable Receptor; (iii) cualquier reporte externo que no sea público del Responsable Receptor; o (iv) cualquier reporte interno preparado por el departament 6319.63 220.73 218.57 reTJE42.63

potenciales, y en general cualquier otra información que sea clasificada como confidencial o que razonablemente deba ser considerada como confidencial por ley.

22.1 Each party (the "**Recipient**") shall keep all Confidential Information received from

podría gozar de algún beneficio de exención para su divulgación.

22.4 The Customer hereby acknowledges and understands the legal scope and consequences of failing to comply with its obligations set forth under this condition 22. Consequently, the Customer shall be liable for any damages and losses caused to the Company in case of non-compliance in accordance with the provisions of the Intellectual Property Law, in addition to any civil or criminal liabilities it may be subject to pursuant to the applicable law in Mexico or abroad, as the case may be.

22.4 El Cliente en este acto reconoce y comprende los alcances legales que causará el





it and/or through third parties, either wholly or partly, directly or indirectly, relationships, contacts and/or commercial partnerships with any kind of agents that in any way have, or have had, involvement in illicit commercial activities, including unethical or unfair competition, which the Customer knows or should have known about.

24.1 The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption applicable in Mexico and abroad, including but not limited to the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 ("**Anti-Corruption Laws**") and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any of the Anti-Corruption Laws.

For such effect, the Customer shall:

24.1.1 comply with the Company's Anti-corruption policies, which have been notified by the Company to the Customer with anticipation to the provision of the Services and that may be updated from time to time

laundering, terrorist financing, illegal drug trade and other illicit activities. The Customer shall comply with the applicable provisions of the Federal Law for the Prevention and Identification of Operations with Resources of Illegal Origin and similar regulations.

México y en el extranjero en relación con la prevención del lavado de dinero, financiamiento al terrorismo, comercio ilegal de drogas y otras actividades consideradas como ilegales. El

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IN WITNESS WHEREOF, the parties have signed this Contract, through their duly authorized legal representatives, on [insert date].

Una vez leído el presente Contrato por las partes, y enteradas de su contenido y alcance legal, lo firman de conformidad a través de sus representantes legales debidamente autorizados, en fecha [insertar fecha].

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<sup>1</sup> Legal representative to sign and initialize all pages of the Contract.

<sup>2</sup> Legal representative to sign and initialize all pages of the Contract.