

**MANDATORY NATURE OF THE PURCHASE ORDER.**

THIS PURCHASE ORDER CONSTITUTES A LEGALLY BINDING CONTRACT, AND THE SUPPLIER IS OBLIGATED TO FAITHFULLY FULFILL ALL STIPULATED DUTIES WITHIN THE DEFINED SCOPE AND PERIOD AS SPECIFIED HEREIN. THE PERFORMANCE OF THE SERVICE OR DELIVERY OF THE PRODUCT INDICATED IN THIS PURCHASE ORDER IMPLIES, ON THE PART OF THE SUPPLIER, ACKNOWLEDGMENT AND ACCEPTANCE OF ALL ITS TERMS AND CONDITIONS. THEREFORE, VOLKSWAGEN BANK, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE ("VWB"), INCURS NO ADDITIONAL OBLIGATION BEYOND WHAT IS STIPULATED HEREIN. VWB AND THE SUPPLIER ARE JOINTLY REFERRED TO HEREINAFTER AS THE "PARTIES".

IN THE EVENT OF ANY AGREEMENT OR CONTRACT BETWEEN VWB AND SUPPLIER, THE TERMS OF BOTH SHALL GOVERN, AND IN THE EVENT OF ANY CONTRADICTION BETWEEN THIS PURCHASE ORDER AND ANY DOCUMENT ISSUED IN A FORMAT PROPOSED BY VWB, THE TERMS SET FORTH IN SUCH DOCUMENT SHALL PREVAIL. CONVERSELY, IF THE DOCUMENT IS A FORMAT PROPOSED BY THE VENDOR, THE TERMS OF THIS PURCHASE ORDER WILL PREVAIL OVER IT. THESE TERMS AND CONDITIONS SHALL BE IRREVOCABLE BY THE SUPPLIER, IN THE EVENT THAT IT IS SO INDICATED IN ANY DOCUMENT, IT SHALL BE DEEMED NOT TO HAVE BEEN POSTED.

THE HEADINGS OF THESE CLAUSES ARE SOLELY FOR CONVENIENCE AND REFERENCE PURPOSES.

**CONFIRMATION OF RECEIPT AND ACCEPTANCE OF THE PURCHASE ORDER.**

THIS PURCHASE ORDER CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN THE PARTIES. ACCEPTANCE SHALL BE EVIDENCED BY THE SUPPLIER'S ELECTRONIC RECEIPT ACKNOWLEDGMENT, THROUGH ELECTRONIC SYSTEMS DESIGNATED BY VWB, OR BY THE PHYSICAL SIGNATURE ON THE WRITTEN PURCHASE ORDER. ALTERNATIVELY, ACCEPTANCE MAY ARISE WHEN THE SUPPLIER EXECUTES THE ORDER, WHETHER IN FULL OR IN PART. SUCH EXECUTION SHALL BE DEEMED THE SUPPLIER'S IMPLIED ACCEPTANCE, EVEN IF THE PURCHASE ORDER HAS NOT BEEN FORMALLY ACCEPTED (OR SIGNED) BY ITS LEGAL REPRESENTATIVE(S), LEGALLY EMPOWERED ATTORNEY(S)-IN-FACT, OR PERSONS AUTHORIZED BY THE SUPPLIER FOR SUCH PURPOSES. NOTWITHSTANDING THE FOREGOING, IF THE SAMPLES, PROTOTYPES, SERVICES, OR FINAL PRODUCTS FAIL TO MEET THE AGREED CONDITIONS BETWEEN THE PARTIES, VWB SHALL HAVE THE RIGHT TO CANCEL THE PURCHASE ORDER WITHOUT ANY LIABILITY WHATSOEVER.

THE SUPPLIER UNDERTAKES TO PROVIDE VWB WITH THE INVOICE(S) COVERING THE SERVICES AND/OR GOODS REQUESTED IN ACCORDANCE WITH THIS PURCHASE ORDER, FOR PROMPT PAYMENT, IMMEDIATELY UPON CONCLUSION AND ACCEPTANCE OF THE SAME BY VWB. OTHERWISE, EXPEDITED PAYMENT OF SAID INVOICE(S) CANNOT BE GUARANTEED. THE SUPPLIER AGREES TO SUBSTANTIATE THE DELIVERY OF SUCH SERVICES AND/OR GOODS TO VWB, AND ANY DELAY ON THE PART OF THE SUPPLIER DOES NOT ENTITLE THEM TO DEMAND INTEREST PAYMENTS.

**SECURITY AND ENVIRONMENTAL STANDARDS.**

FOR THE EXECUTION OF SERVICES, CONTRACTORS AND SUPPLIERS SHALL ADHERE TO AND COMPLY WITH THE REGULATIONS FOR CONTRACTORS, SUPPLIERS, AND THEIR RESPECTIVE ANNEXES, WHICH HAVE BEEN PREVIOUSLY PROVIDED TO THEM PRIOR TO THE DATE OF THIS PURCHASE ORDER. SAID REGULATIONS ARE KNOWN TO AND ACCEPTED BY THEM. IF APPLICABLE, ALL PRODUCT AND CHEMICAL SUBSTANCE CONTAINERS ENTERING VWB FACILITIES MUST BE PROPERLY LABELED ACCORDING TO THE SPECIFIED REQUIREMENTS OF THE MEXICAN OFFICIAL STANDARDS NOM-005-STPS-1998 AND NOM-018-STPS-2015, OR ANY SUBSEQUENT REPLACEMENTS, AS APPLICABLE.

IF THE SUPPLIER DOES NOT ADHERE TO THE STIPULATED PROVISIONS, IT SHALL BE HELD DIRECTLY RESPONSIBLE FOR ANY DAMAGES AND LOSSES INCURRED BY VWB AND OTHER AFFECTED PARTIES.

THE DELIVERY OF SAMPLES MUST COMPLY WITH VWB'S QUALITY REQUIREMENTS, INCLUDING MODIFICATIONS TO CHARACTERISTICS AND PROCEDURES FOR ALL AFFECTED DIMENSIONS, FUNCTIONS, AND MATERIALS. IN THE ABSENCE OF CONTRARY AGREEMENT, THE DELIVERY OF ITEMS SHALL BE MADE FREE OF CHARGES, PROCEDURES, AND RESPONSIBILITIES, AND SHALL BE DELIVERED TO VWB FACILITIES (OR AS DESIGNATED) IN ACCORDANCE WITH DDP INCOTERM, ICC PUBLICATION (INCOTERMS 2020). THIS INCLUDES, BUT IS NOT LIMITED TO, INSURANCE, WHICH IS THE RESPONSIBILITY OF THE SUPPLIER.

**PURCHASE ORDER FROM VOLKSWAGEN BANK, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE.****- GENERAL APPLICABILITY CLAUSES.****1.- PURCHASE ORDER.**

The terms and conditions set forth herein, including those mentioned on its cover page (hereinafter, collectively referred to as the "Purchase Order"), shall govern the procurement operations of goods and/or services (hereinafter the "Goods and/or Services," the "Goods," or the "Services," as contextually applicable) agreed upon between VOLKSWAGEN BANK, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE ("VWB"), and the individual or legal entity with whom it contracts (the "Supplier"). The parties involved, will be collectively referred to as the "Parties".

If deemed necessary or expedient by VWB, agreements or contracts may be entered into, and/or other distinct documents may be signed, creating rights in favor and obligations on the part of both Parties or one of them. Such agreements or contracts may be appended to this Purchase Order, provided there is explicit mention of this circumstance in said documents. Additionally, they must be signed by a legally authorized representative of VWB. In the event of any discrepancy between the terms of this Purchase Order and said documents, the terms of the latter shall prevail, provided they are signed by an authorized representative of VWB.

**2.- OFFER AND ACCEPTANCE OF THE PURCHASE ORDER.**

The issuance of the Purchase Order by VWB to the Supplier, whether through electronic or physical means and by an authorized official for such purposes, constitutes a purchase offer from VWB to the Supplier. This offer shall remain valid for the duration specified in the section titled "Order Expiry Date" on the cover of the Purchase Order. Throughout the term of the Purchase Order's validity, the Supplier is required to provide explicit or implicit acceptance. In the event that acceptance is communicated beyond the stipulated period, VWB retains the discretionary right to either accept or decline the Purchase Order.

The Purchase Order, whether accepted explicitly or implicitly by the Supplier, shall constitute an acknowledgment and acceptance on the part of the Supplier to deliver or provide the Goods and/or Services to VWB in accordance with the terms, conditions, requirements, and specifications outlined herein.

It shall be presumed that there is implicit consent or acceptance of the Purchase Order in accordance with article 1803 of the Federal Civil Code (*Código Civil Federal*) and corresponding articles in the Civil Codes of the federal entities of the United Mexican States when VWB issues the Purchase Order to the Supplier, and the Supplier:

1.- Provides the Services or delivers the Goods covered by the Purchase Order; or  
2.- Issues an invoice in the name of VWB, complying with all tax requirements set forth in the Federal Tax Code (*Código Fiscal de la Federación*).

The Parties agree that the tacit acceptance or consent of this Purchase Order shall carry equivalent legal implications as an autographed signature. Such acceptance serves as conclusive evidence in any legal proceedings, aligning with the provisions of the Commerce Code (*Código de Comercio*). Consequently, both Parties commit to the complete fulfillment of the rights and obligations articulated herein.

If the Supplier fulfills the Purchase Order, in whole or in part, or initiates the provision of the Services requested therein without having signed it for approval, it shall be deemed to have tacitly accepted it. The same principle shall equally apply to any modifications made to the Purchase Order by VWB.

### **3.- PRICES, INVOICING, AND GENERAL PAYMENT TERMS.**

The prices invoiced by the Supplier shall not exceed those specified in the Purchase Order.

The prices charged by the Supplier to VWB for the Goods and/or Services shall be at least equivalent to the most favorable prices offered by the Supplier to other clients under conditions similar to those specified in the Purchase Order. If the Supplier reduces its prices before the acceptance of the Goods and/or Services by VWB, such reduction shall be applicable to the Purchase Order. Although there is no requirement to amend or replace the Purchase Order, the reduced prices shall be reflected in the corresponding invoice(s) from the Supplier.

Unless otherwise specified in the Purchase Order, the Supplier's prices shall encompass the cost of the Goods and/or Services, along with any additional charges (including but not limited to packaging, shipping, transportation, taxes, per diems, and fees of any kind) applicable to the delivery of the Goods and/or Services to the facilities of VWB (or at the location designated by VWB).

The Supplier's invoices and, if necessary, other documentation requested by VWB for payment of the Goods and/or Services shall be submitted in the manner, at the address, and to the department and/or individual designated by VWB. Compliance with applicable tax regulations shall always be required. If agreed upon with the Supplier, VWB may undertake the invoicing of Goods and/or Services through a self-invoicing system.

VWB shall not be obligated to accept invoices that do not correspond to the Purchase Order. Should VWB receive invoices with prices differing from those stipulated in the Purchase Order, VWB will return them to the Supplier for correction or replacement.

Unless otherwise agreed, invoice payments shall be made on the following Thursday within thirty (30) calendar days following their receipt, along with any other documents requested by VWB. For invoice payment, the invoices must be submitted to VWB through the website <https://vwfs-facturacion-mx.com:450/Account/Login.aspx>, for which the Supplier will have a username and password assigned by VWB. Invoices shall be paid by VWB, provided they are free from errors or omissions. In the event of any discrepancies, VWB may delay payment until such issues are corrected or replaced. This shall not constitute a breach of the terms outlined in this Purchase Order, nor shall it result in the forfeiture of any agreed-upon discounts. As a condition for invoice payment, the Goods and/or Services must have been formally accepted in writing by VWB beforehand.

### **4.- DISCOUNTS AND OFFSETS IN PAYMENTS TO THE SUPPLIER.**

The Supplier expressly acknowledges and accepts that VWB may deduct or offset, in whole or in part, the amount corresponding to any sum owed under this Purchase Order or any other Purchase Order, against amounts owed by the Supplier to VWB, in accordance with article 2188 of the Federal Civil Code and corresponding articles in the Civil Codes of the federal entities of the United Mexican States.

The Supplier may raise objections with VWB regarding any discounts or offsets made within fifteen (15) calendar days from the date of awareness. Failure to do so within this period shall be construed as an acceptance of the discount or offset.

### **5.- REFUND OF ADVANCE PAYMENTS AND PENALTIES.**

In the event that, due to any circumstance, VWB makes a payment to the Supplier as an advance for this Purchase Order, and the Supplier fails to fulfill the total provision of the Services and/or delivery of the contracted Goods, the Supplier undertakes to reimburse the entire advance payment made by VWB within a period of thirty (30) business days, starting from the date of receipt of the corresponding written request from VWB. In the event of failure to reimburse the advance within the aforementioned period, the Supplier shall incur a penalty of ten percent (10%) of the value of said advance for every fifteen (15) days of delay. This penalty will accumulate and increase until the advance payment is fully refunded to VWB.

If the Supplier is designated by VWB as a "Sole Supplier" or if its Services are classified as Relevant according to VWB's internal policies (VWB is not required to provide proof of the aforementioned, as the sole determination by VWB designating the Supplier in such a category will suffice, and may be communicated at any time during the contractual relationship), the aforementioned penalty shall be increased to twenty percent (20%).

### **6.- COMPLIANCE WITH TERMS, CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BY THE SUPPLIER.**

The Supplier shall fulfill all obligations arising from the Purchase Order in the manner, terms, and conditions specified. Accordingly, the Supplier shall provide the Goods and/or Services in accordance with the dates, delivery locations, quantities, qualities requested as well as the means of transportation, unit prices, subtotals, and totals indicated in the respective sections of the Purchase Order. Additionally, the Supplier shall adhere to any other terms, conditions, requirements, and specifications stipulated by VWB, including but not limited to those outlined in any Request for Proposal (RFP), technical proposal, or any other document related to the subject matter of this Purchase Order.

Should the Supplier be unable to comply with each and every term, condition, requirement, and specification set forth by VWB, it must notify VWB before accepting the Purchase Order. The Supplier may reject the purchase offer or, if interested, must communicate to VWB the terms, conditions, requirements, and/or specifications it cannot fulfill. VWB, at its sole discretion, may then formulate a new offer to the same Supplier and/or to another.

VWB may, at its discretion, grant extensions or authorize the Supplier to fulfill its obligations differently than specified in the Purchase Order. However, for such extension or modification to be valid, it must be documented and signed by an authorized representative of VWB.

### **7.- DOCUMENTATION TO ACCOMPANY GOODS UPON DELIVERY.**

Upon delivering the Goods and/or Services in accordance with clause 10, the Supplier shall also provide VWB (or its designee) with the following documentation, unless otherwise specified:

- i) Invoice or delivery note corresponding to each of the delivered Goods and/or Services;
- ii) Warranty policy, if applicable, as per clause 8 below;
- iii) User manuals or instructions, if applicable;
- iv) Licenses for the use of the Goods and/or Services, if applicable;
- v) Technical specifications, if applicable;
- vi) Import permits, if applicable; and
- vii) Certification of the Goods and/or Services issued by a certification body, if applicable.

## **8.- WARRANTY OF GOODS AND SERVICES.**

All terms, conditions, and requirements of the Goods and/or Services specified in the Purchase Order, including but not limited to quality and use specifications, shall be guaranteed by the Supplier to VWB. Upon written request from VWB, the Supplier undertakes to provide the corresponding warranty policy.

The Supplier shall issue the warranty policy in writing, clearly and precisely expressing, at a minimum, the scope, duration, conditions, mechanisms for activation, and contact information for submitting claims (telephone and email).

The warranty period shall be determined by VWB or as agreed upon by the Parties and documented in the Purchase Order, provided that it shall not be less than one hundred eighty (180) days or, if greater, the minimum period established by the applicable laws or Official Mexican Standards for the Goods and/or Services, commencing from the acceptance of the Goods and/or Services in any case.

The duration of repairs conducted under the warranty shall not be counted towards the warranty period. Upon repair of the Goods, the warranty shall commence for the replaced parts and continue for the remainder. In the case of Goods replacement, the warranty period shall be renewed.

Warranty fulfillment, if feasible, shall take place at the location where the Goods and/or Services are situated.

In any instance where VWB claims warranty compliance from the Supplier, VWB shall have the discretion to offset and/or withhold payments to the Supplier in proportion to the amount and severity of the claim. This provision shall similarly apply to any claims initiated by VWB's clients that suggest a potential liability on the part of the Supplier.

The Supplier shall be responsible for covering all costs associated with the warranty claim, encompassing, but not limited to, labor, materials, transportation, reshipment, installation, uninstallation, and reinstallation of the Goods. Additionally, any expenses incurred to fulfill the warranty at a location other than VWB's premises shall be the financial responsibility of the Supplier.

The Supplier's warranty shall be rendered null and void if deviations or defects in the Goods and/or Services result from actions such as mistreatment, improper use or storage, failure to adhere to instructions or operation manuals, as well as installation, maintenance, or repairs not in accordance with the Purchase Order, conducted by VWB's personnel or unauthorized third parties.

The Supplier shall directly or indirectly provide services (including, but not limited to, maintenance, repair, and, where applicable, spare parts) for the Goods and/or Services when required due to their features and specifications; provided that such services must be promptly rendered by authorized and qualified personnel within a maximum of five (5) business days following VWB's request, or in accordance with the service level agreements that VWB and the Supplier may enter into or have in place.

The Supplier shall ensure and be responsible for the service and timely supply of parts and spare parts, based on the durability period of the Goods and as long as they continue to be manufactured in the case of tangible Goods, in accordance with applicable laws.

After the expiration of the warranty period for the Goods, any service requests from VWB must be made through a Purchase Order.

In the event that the Goods have undergone repairs and/or modifications, and subsequently exhibit deficiencies attributable to the Supplier (or the authorized third Party designated by the Supplier for such repairs and/or services), the Supplier shall be obligated to reperform the service at no cost to VWB. This reperformance shall be completed within sixty (60) calendar days from the date of the initial repair and/or service.

During the period when the Goods cannot be used due to maintenance or repair, whether within or outside the warranty, the Supplier shall strive to provide VWB with alternative goods that serve the same purpose, at no cost to VWB.

If classified as a "Sole Supplier" or if its Services are deemed Relevant according to VWB's internal policies, the Supplier must ensure the Goods and/or Services through a Warranty Policy, unless VWB grants a written exception based on the nature of the Goods and/or Services. Otherwise, the Supplier shall be subject to the penalties outlined in clause 5 applicable to Sole Suppliers.

## **9.- CHARACTERISTICS OF THE GOODS.**

The Goods and/or Services must comply with each and every characteristic specified in the Purchase Order and any other terms, conditions, requirements, and specifications stipulated by VWB for this purpose. This includes, but is not limited to, details outlined in any Request for Proposal (RFP), technical proposal, or any other document related to the subject matter of this Purchase Order. It encompasses technical, quality, functionality, and safety requirements and specifications, ensuring that the Goods and/or Services meet the purposes for which they were ordered by VWB.

The Goods and/or Services shall be delivered free from visible or hidden defects. In the case of tangible goods, they must be manufactured and/or produced with new, high-quality materials, utilizing skilled labor and appropriate manufacturing methods. For Services, they shall be provided by personnel possessing the technical knowledge and necessary experience to ensure a quality equal to or higher than that requested by VWB.

The Supplier undertakes to deliver Goods and/or Services to VWB with the highest quality and continuous improvement. The Supplier shall suggest and implement improvements to the Goods and/or Services and present them to VWB. VWB's acceptance of such improvements shall be expressly communicated, even through electronic means. In this regard, the Supplier shall conduct regular internal reviews of its processes if deemed appropriate, necessary, or upon VWB's explicit request. These reviews shall adhere to the guidelines provided by VWB from time to time; provided that any errors or faults detected in the Goods, or the provision of Services shall be promptly reported and rectified by the Supplier to VWB.

## **10.- DELIVERY AND RECORD OF GOODS AND/OR SERVICES.**

The Goods and/or Services must be delivered at the location and on the date or within the period specified on the cover of the Purchase Order or as directed by VWB to the Supplier.

VWB will record the delivered Goods and/or Services in accordance with the preceding paragraph, ensuring that their quantities and/or characteristics align with the Purchase Order. Subsequently, VWB may proceed with the inspection of the Goods and/or Services as per clause 13.

Notwithstanding the foregoing, VWB may request the Supplier to prepare and deliver, along with the Goods and/or Services, records, controls, and other documentation attesting that the delivered Goods and/or Services conform to the Purchase Order.

The Supplier shall not make deliveries outside the agreed-upon period or in quantities greater or lesser than agreed, except upon written authorization from VWB, in which case the Parties shall be subject to the following:

**i) Late or incomplete deliveries.** - Deliveries made after the specified date or in quantities less than those stated in the Purchase Order may, at VWB's discretion:

(1) Be returned or partially/entirely rejected at the Supplier's expense, with no liability for VWB. Consequently, VWB may terminate the Purchase Order as necessary without the need for any court ruling; or

(2) Be accepted by VWB with the imposition of liquidated damages on the Supplier equivalent to ten percent (10%) of the total invoice or invoices determined by VWB for said Purchase Order. In this case, VWB may deduct the corresponding amount from the payment due for the Goods and/or Services.

(3) Be accepted under the conditions and penalties set forth by VWB in agreement with the Supplier.

**ii) Early or excess deliveries.** - Deliveries made before the specified date or in quantities greater than those stated in the Purchase Order may:

(1) Be returned or rejected at VWB's discretion, at the Supplier's expense, until the specified delivery date or until they align with the quantities in the Purchase Order; or

(2) Be accepted by VWB, in which case all expenses incurred by VWB for storage, packaging, or any other related costs shall be passed on to the Supplier. VWB may seek reimbursement for these expenses or deduct them from the payment due for the Goods; or  
(3) Be accepted under the conditions and penalties set forth by VWB in agreement with the Supplier.

If VWB is unable to receive the Goods and/or Services due to acts of God, force majeure, or any other cause beyond its control, the Supplier shall deliver the goods, and VWB shall receive them once the circumstances preventing receipt cease to exist. In such cases, the Supplier shall not have the right to demand timely fulfillment of the Purchase Order or claim reimbursement for expenses (including, but not limited to, transportation and storage) or seek compensation for damages. During the period of said impossibility, the Supplier shall store the Goods at its own expense and shall be responsible for any risks, losses, damages, or impairments to the Goods.

The Goods and/or Services must be exclusively delivered to VWB (or to a party designated in writing by VWB), and the Supplier shall not donate, sell, transfer, or in any other way dispose of them for its own benefit or that of third parties.

Regardless of the provisions in this clause, the Supplier shall promptly notify VWB of any actual or anticipated delays, which must be justified and attributable to the Supplier, and shall take necessary measures to prevent or rectify the delay at no additional cost to VWB. The Supplier shall have no excuse, nor shall it be released from its obligations under the Purchase Order when resources, whether direct or alternative, for materials, goods, transportation, and/or services are available to the Supplier.

#### **11.- PENALTY APPLICATION PROCEDURE.**

When VWB is entitled to apply the penalties referred to in this Purchase Order, the Supplier shall issue a Credit Note in favor of VWB within seven (7) days after the Parties have agreed in writing on its appropriateness and amount. If the Supplier fails to provide VWB with the aforementioned Credit Note, it hereby authorizes VWB to apply the corresponding discount in the payment of the relevant invoice(s).

#### **12.- ACCEPTANCE OF ORDERS, INCOMPLETE OR INCORRECT ORDERS, AND SUBSEQUENT CLAIMS BY VWB.**

Upon delivery of the Goods and/or Services in accordance with clause 10 above, VWB may conduct inspections and tests it deems appropriate on them, as specified in clauses 13 and 14, to ensure they comply with the terms, conditions, requirements, and specifications set forth in the Purchase Order and any other terms, conditions, requirements, and specifications indicated by VWB, including but not limited to any RFP, technical proposal, or other relevant document related to this Purchase Order. VWB will have a period of thirty (30) calendar days from the delivery of the Goods and/or Services to conduct such inspection, tests, and to communicate either partial or total acceptance or rejection, which may be done electronically. If VWB does not communicate the results to the Supplier at the end of this period, it will be deemed that the Goods and/or Services have been accepted by VWB.

Only upon acceptance of the Goods and/or Services will ownership and the inherent risks be considered transferred to VWB, and therefore, VWB will be responsible thereafter for any loss, damage, or impairment to said Goods and/or Services.

VWB may, at its discretion, partially or completely reject the Goods and/or Services delivered by the Supplier, applying the following measures:

i) In case of total rejection, VWB will terminate the Purchase Order without the need for a court ruling and impose liquidated damages equivalent to ten percent (10%) of the total amount corresponding to said Purchase Order on the Supplier. VWB may offset this penalty against any amount owed to the Supplier, even those unrelated to the Purchase Order, or the Supplier must pay the liquidated damages within ten (10) business days after being notified thereof by VWB.

ii) For partial rejection, VWB may choose either of the following options:

(1) Cancel the proportional part of the Goods and/or Services corresponding to the Purchase Order, additionally imposing liquidated damages equivalent to ten percent (10%) of the amount corresponding to that part. In this case, VWB may deduct the resulting amount from the total amount of the Purchase Order, or the Supplier must pay the liquidated damages within 10 (ten) business days after being notified thereof by VWB; or

(2) Require the Supplier to eliminate the defects found in the rejected Goods and/or Services or replace them with new Goods and/or Services at the Supplier's expense, within a period mutually agreed upon by the Parties, with payment being withheld until the complete fulfillment of the Purchase Order by the Supplier.

In any of these cases, VWB will promptly notify the Supplier of its determination, which may be done electronically. The Supplier must, within a period of five (5) business days from the delivery of said notice, remove the rejected Goods from their location.

If the Goods have not been removed within the specified period, VWB may, at its discretion:

iii) Charge the Supplier for storage and any other expenses related to the rejected Goods from the date of the rejection notice until they are removed; or

iv) Destroy the rejected Goods at the expense and on behalf of the Supplier; provided that when the rejected Goods cannot conform to the terms, conditions, requirements, and specifications of VWB, they must be destroyed at the expense and on behalf of the Supplier.

The acceptance of the Goods and/or Services by VWB in no way implies a waiver of its right to make claims or returns, nor does it release the Supplier from the obligations acquired under this Purchase Order and/or the warranties granted regarding the Goods and/or Services.

#### **13.- QUALITY TESTS AND INSPECTIONS; WARNINGS AND SAFETY MEASURES.**

Prior to the delivery or installation of the Goods and/or Services, the Supplier must conduct quality tests on them, if necessary, to verify that they conform to the requirements and specifications of VWB.

VWB may, at any time and at the expense of the Supplier, conduct the tests and inspections it deems necessary to ensure that the Goods and/or Services meet the quality corresponding to its requirements and specifications. These tests and inspections may be conducted at the facilities of VWB, the Supplier, or a third party designated by VWB for this purpose. If, according to any legal or regulatory provision or Mexican Official Standard, certification from a Certification Body is required for the Goods and/or Services, the Supplier must obtain such certification and deliver it, along with the Goods and/or Services, to VWB. The Supplier will provide access without restrictions to its facilities, production processes, if applicable, and/or documentation related to the Goods and/or Services to any authority requiring inspection of its process and/or the Goods and/or Services themselves.

In the case of Goods whose use or handling involves care, risk, or danger, the Supplier must visibly indicate the corresponding warnings on the Goods, their containers or packaging, and, if applicable, on the respective computer programs.

#### **14. AUDIT RIGHT OF VWB.**

The Supplier's performance shall be subject to constant monitoring, review, and evaluation within its respective field of activities by VWB, as well as by national and foreign authorities regulating and overseeing VWB. For this purpose, VWB shall have the right to access the Supplier's facilities or any location where the Goods or Services are developed, manufactured, or created, at any time and in their entirety. In this regard, the Supplier shall provide the information required by VWB through its representatives, granting access to records, documents, offices, databases, and any relevant information.

#### **15.- WORKS PERFORMED AT VWB FACILITIES.**

In the event that, pursuant to the Purchase Order, or to enforce a warranty or for any reason whatsoever, the Supplier is required to conduct any work within VWB's facilities or any of its related companies, the following shall apply:

(i) The Supplier, at its own expense, shall indemnify, defend, and hold harmless VWB, its related companies, and their respective directors, officers, employees, and agents against any claims or demands (including costs, expenses, and attorney fees incurred in connection therewith) arising from damages, accidents or death of any person, or damage to property of any kind regardless of ownership, or environmental damage caused in the performance of such works.

(ii) At the request of VWB, the Supplier shall deliver, at least five (5) calendar days before the commencement of such works, copies of insurance policies and/or bonds issued by institutions acceptable to VWB, with the coverages and amounts specified by VWB, designating VWB as the beneficiary. These policies shall be at the cost of the Supplier and must include a clause stating that they cannot be modified or canceled without the prior consent of VWB, given with thirty (30) business days' notice.

(iii) The Supplier shall provide the necessary equipment and/or tools during the execution of such works.

(iv) The works shall be conducted in the most efficient manner possible, without hindering the activities of VWB and its personnel, on the days and hours determined by VWB, and exclusively in the areas of VWB's facilities or related company in question (or at the location designated by it) where they need to be performed.

(v) The Supplier's personnel conducting the works must carry identification at all times, register each time they enter or leave the premises, and adhere to VWB's access, behavior, safety, and evacuation guidelines, as well as those of the related company in question.

(vi) VWB reserves the right to deny access to the Supplier's personnel to its facilities or those of the related company at any time, as deemed necessary or convenient by VWB, for any reason.

All work conducted by the Supplier on VWB's premises will be under the direction of the Supplier itself. In no case shall the personnel designated by the Supplier for such work be considered as acting under the direction, supervision, subordination, or training of VWB.

#### **16.- GOODS PROVIDED BY VWB TO THE SUPPLIER.**

Unless there is a specific written agreement, all technical or advertising materials, specifications, inspection reports, or any other goods provided to the Supplier by VWB, or specifically paid for by VWB for use in fulfilling a Purchase Order, shall at all times be the property of VWB. These items shall be used exclusively in accordance with VWB's instructions for the fulfillment of the Purchase Order or other matters related to VWB. The Supplier may not, under any circumstances, lease, sell, lend for use, or, under any other legal title, transfer the goods in the possession of a third party without prior written authorization from VWB.

The Supplier shall be deemed a custodian of these goods and agrees that all risks or damages suffered by them, or caused to third parties as a result, including but not limited to their use, transportation, and/or handling, shall be the Supplier's responsibility.

The Supplier shall promptly return said goods to VWB upon VWB's request, along with any copy or reproduction thereof. Those goods must be returned in the condition in which the Supplier received them, except for normal wear and tear resulting from their use. Any waste, by-product generated, or residue resulting from the use or processing of materials or goods provided to the Supplier by VWB, or materials specifically paid for by VWB to be used in fulfilling the Purchase Order, shall become and remain the property of VWB, who may use or dispose of them as it deems fit.

#### **17.- INDUSTRIAL AND INTELLECTUAL PROPERTY.**

By way of example but not limited to, the names, trademarks, signs, designs, and logos owned by VWB and/or Volkswagen may only be used by the Supplier to fulfill the obligations acquired under the terms of the Purchase Order, as well as in connection with the terms, conditions, requirements, and specifications thereof and in accordance with any other instructions provided by VWB to the Supplier.

The Supplier shall not use any patents, trademarks, copyrights, and/or, in general, any industrial and intellectual property rights that are not owned by them or for which they do not have a license from the owner in connection with the Goods and/or Services.

Additionally, the Supplier acknowledges and agrees that the forms, databases, hardware and software, files, and other documentary material in physical or electronic form provided to the Supplier by VWB for the purposes of this Purchase Order are the exclusive property of VWB. Such materials are considered confidential and constitute trade secrets under article 166 and other applicable provisions of the Federal Law on Industrial Property Protection (*Ley Federal de Protección a la Propiedad Industrial*).

Unless expressly agreed otherwise by the Parties, any documentation, databases, course content, cases, reports, and, in general, any deliverables resulting from the Goods and/or Services covered by this Purchase Order will become the sole and exclusive property of VWB upon their receipt and acceptance by VWB in accordance with the terms of this Purchase Order. This transfer of ownership shall occur once the consideration established in this Purchase Order has been fully paid to the Supplier.

#### **18.- CONFIDENTIALITY.**

The Parties undertake to treat reciprocally, with a confidential nature, all industrial and business secrets, as well as all papers, documents, and information they become aware of or may come to know or access as a result of their commercial and contractual relationship. Access to such materials will be granted solely to their personnel directly engaged in fulfilling the objectives of this Purchase Order, to the extent strictly necessary.

The Supplier shall maintain strict confidentiality regarding all information related to the Purchase Order, Goods and/or Services, and, in general, operations conducted as a result of its commercial and contractual relationship with VWB. This information shall not be disclosed through any means without the prior written consent of VWB. Within said information, including but not limited to, are the assets and rights mentioned in clauses 16 and 17 above.

The Supplier shall be obligated to make proper use of the confidential information shared with them and shall use it solely for the purpose of developing, delivering the Goods, and/or providing the Services arising from this commercial and contractual relationship. The Supplier must establish procedures, which shall be previously approved by VWB, to ensure confidentiality in the handling and processing of said information.

The Supplier acknowledges and agrees (i) that VWB is a commercial banking institution (*institución de banca múltiple*); (ii) that, by virtue of the foregoing, VWB must comply with banking regulations, and (iii) that, for this reason, the Supplier must adhere to the following obligations:

a) The Supplier shall maintain banking confidentiality as referred to in article 142 of the Law of Credit Institutions (*Ley de Instituciones de Crédito*) and, therefore, will preserve the confidentiality of information and documentation related to the active, passive, and service transactions provided by VWB in accordance with the legal provisions applicable to said matter, particularly regarding the provisions of article 46 of the Law of Credit Institutions, even if it accidentally gains access to them.

b) As provided in article 46 Bis 1 of the Law of Credit Institutions, the provisions of article 142 of the same shall apply to the Supplier, as well as to its representatives, directors, and employees.

c) The Supplier will exclusively follow VWB's written guidelines for any processing and use of data related to VWB's customers provided by VWB and will instruct and inform its personnel to maintain banking secrecy and comply with any applicable legal provisions, including data protection laws. The Supplier will issue any necessary written communications for these purposes, providing a copy to VWB.

d) The Supplier will take all necessary measures, including but not limited to organizational and technical measures, to comply with the aforementioned obligations. The Supplier will exercise all precautions to prevent accidental or unauthorized destruction, accidental loss, technical errors, forgery, theft, illegal use, unauthorized modifications, copying, access, and other unauthorized processing of VWB's customer information.

The Supplier's confidentiality obligations shall be extended to its personnel, associates, and/or third parties authorized by it. The Supplier shall obtain written statements of acceptance of these obligations from them, which shall be presented to VWB upon its request.

If the Supplier becomes aware of or suspects an incident and/or violation related to the protection of information or trade secrets (including banking secrecy, if applicable), it shall be obliged to immediately report such matters to VWB.

The Supplier shall have clear procedures ensuring confidentiality in managing any information from VWB, its clients, and the Goods and/or Services.

The confidentiality obligations shall remain in effect after the termination of the commercial and contractual relationship between the Supplier and VWB for the maximum period allowed under applicable regulations. Confidential information shall not be disclosed to third parties unrelated to the commercial and contractual relationship between the Supplier and VWB without the prior written consent of VWB.

In the event of termination of the commercial and contractual relationship between VWB and the Supplier, the Parties shall mutually surrender all papers, documents, information, as well as any copies or records thereof, that they have received from the other Party, in a complete and timely manner. Upon the conclusion of the commercial and contractual relationship or at the request of VWB, as specified by VWB, the Supplier shall surrender all media containing information or provide evidence of their destruction, in accordance with applicable provisions, and visibly erase the stored information, unless it must be retained in accordance with applicable regulations. Information that is in the public domain, evident to a skilled professional based on previously available information, or required to be disclosed by legal provision or court order shall not be deemed confidential.

The Supplier may only make its commercial relationship with VWB public for advertising purposes and with the prior written authorization of VWB.

The Supplier acknowledges and accepts the sovereignty of VWB's information and grants it the right to review, at any time and without any restriction, whether any processing of information carried out by the Supplier in connection with the relationship established between the Parties under this Purchase Order is being conducted in accordance with the current information protection provisions and directives issued by VWB.

The Supplier will take all necessary measures, including but not limited to organizational and technical measures, to comply with the aforementioned obligations. The Supplier will exercise all precautions to prevent accidental or unauthorized destruction, accidental loss, technical errors, forgery, theft, illegal use, unauthorized modifications, copying, access, and other unauthorized processing of VWB's customer information.

#### **19.- PREVENTION OF TRANSACTIONS WITH ILLICIT PROCEEDS.**

The Parties undertake to conduct all activities aimed at ensuring that all their personnel, employees, partners, shareholders, directors, clients, suppliers, etc., and their resources, are not related to or derived from illicit activities, particularly money laundering or terrorist financing. In any case, if, during the term of the Purchase Order, reasonable doubts arise about the operations or the origin of resources of either Party, or if either Party becomes involved in an investigation of any kind (criminal, administrative, etc.) related to illicit activities, money laundering, or terrorist financing, or is included in international and local watchlists in accordance with international and national law, including but not limited to the following: United Nations (UN) lists, OFAC lists, European Union lists, Lists of Blocked Persons (*Lista de Personas Bloqueadas*) of UIF Mexico, Lists of article 69B of the Federal Tax Code (*Código Fiscal de la Federación*), the non-offending Party shall have the right to unilaterally terminate the agreement without being obliged to compensate any kind of damage to the Party that caused it.

#### **20.- VARIOUS RESPONSIBILITIES OF THE SUPPLIER.**

In addition to other obligations outlined in this document for the Supplier, the Supplier shall be responsible for the following:

**(i) Technical knowledge, experience, tools, and resources.** Possess the technical knowledge, experience, tools, and resources necessary to fulfill the Purchase Order in accordance with its terms, conditions, requirements, and specifications, as well as to transfer this knowledge and experience to its staff and/or associates and/or authorized third parties. In the event that, for a Purchase Order, the Supplier lacks the technical knowledge, experience, tools, and resources required, it must inform VWB before accepting the Purchase Order.

**(ii) Resources.** Possess the material and human resources necessary, primarily owned, to fulfill the Purchase Order in accordance with its terms, conditions, requirements, and specifications. In the event that the Supplier does not have the necessary resources for a Purchase Order, it must inform VWB before accepting the Purchase Order.

**(iii) Independence from VWB.** Operate independently from VWB, under no circumstances obligating or committing on behalf of VWB, nor acting under the direction, supervision, subordination, or training of VWB.

**(iv) Labor matters.** The Supplier shall hire and maintain its personnel under lawful schemes, maintain all records, and comply with all requirements imposed by applicable labor and social security regulations. The Supplier shall assume all obligations imposed by labor and social security laws in relation to its employees; provided that VWB will not, under any circumstances, be considered an employment intermediary, substitute employer, obligated Party, or beneficiary directing workers or other insured individuals collaborating with the Supplier. The Supplier will assign tasks to the personnel used for the purposes of this Purchase Order and will supervise them in the performance of their duties. Such personnel shall be under the authority and in the service of the Supplier. The Supplier acknowledges and accepts that it has the necessary documentation and elements to fulfill the obligations arising from its relationships with its employees and other personnel it uses. This may be verified by VWB upon entering into this Purchase Order and at any time during its fulfillment. In the case of Services or works to be conducted by the Supplier resulting from the Purchase Order, these shall always be of a specialized nature. In no case shall they encompass the entirety of activities identical or similar in their entirety to those conducted by VWB, nor shall they involve tasks identical or similar to those performed by the employees in the service of VWB. If, for any reason, any worker or person related to the Supplier, or any authority or any third party initiates any action or claim against VWB for labor, social security, and any other obligations of the Supplier, the Supplier, at its own expense, shall indemnify, defend and hold harmless VWB, its subsidiaries, and their respective directors, officers, employees, and agents. The Supplier shall bear all liabilities and costs (including, but not limited to, costs, expenses, and attorney fees incurred) arising from such action or claim.

If, for the provision of the Services subject to the Purchase Order, VWB had to grant any power of attorney for lawsuits and collections or any other type to the Supplier or its associates, this shall not be construed as creating an employment or subordinate relationship with VWB, as it is solely granted for the purpose of fulfilling the Purchase Order.

**(v) Independent Contractors.** The Supplier may engage a third party as an independent contractor to perform specific tasks related to a Purchase Order, warranties, and/or services, with the prior written consent of VWB, provided that the Supplier ensures that said third party can meet the same requirements and that the Supplier remains solely responsible to VWB for the proper fulfillment and execution of the Purchase Order, warranties, and/or services of any nature.

The foregoing is understood to mean that VWB's consent will depend on the extent and details of the hiring, as well as the content of the contract to be entered into between the Supplier and the third party. This contract must comply with relevant legal provisions, as well as the provisions of this Purchase Order and any modifications and additions that may be made from time to time.

In the event that VWB grants its consent, the Supplier will ensure that the third party undertakes to maintain the proper security of information and to keep any trade secrets of VWB (as well as banking secrecy, if applicable) to the same extent as required of the

Supplier. This will be achieved through the execution of a contract that includes such obligations. The obligation to prove that the hiring was conducted with VWB's authorization will fall upon the Supplier.

Any hiring of an independent contractor by the Supplier that involves the processing of personal data covered by this Purchase Order must be authorized by VWB and will be conducted on behalf and for the account of VWB.

Once authorization is obtained, the Supplier must formalize the relationship with the independent contractor through contractual clauses or other legal instruments that allow proving its existence, scope, and content, of which a copy must be provided to VWB.

The independent contractor, whether a natural or legal person, will assume the same obligations established in this Purchase Order, in the Federal Law on the Protection of Personal Data Held by Private Parties (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*) (hereinafter "LFPDPPP"), its respective Regulations, Guidelines, and other applicable legal provisions.

**(vi) Issuance of tax receipts and payment of taxes.** Issue digital tax receipts for its transactions, all of which must be valid and properly supported, and may in any case have tax effects for VWB upon payment. Additionally, submit all tax returns related to the assessments arising from its commercial and contractual relationship with VWB and, in general, as a result of its other activities, and pay these taxes on time. In the event that VWB is unable to obtain tax deduction or credit effects from the tax receipts issued by the Supplier and paid by VWB due to acts or omissions of the Supplier, the Supplier shall compensate VWB to the same extent that it is adversely affected by the inability to make the deduction or credit.

**(vii) Third-Party Property and Rights.** The Supplier, at its own expense, shall indemnify, defend, and hold harmless, VWB, its subsidiaries, and their respective directors, officers, employees, and agents, from and against any claims or demands that may be filed against them arising from the infringement of property, including industrial and intellectual property, as well as any third-party rights resulting from the use or sale of the Goods and/or Services (including costs, expenses, and attorney fees incurred in connection therewith).

**(viii) Compliance with Laws and Official Mexican Standards.** Comply with all laws, regulations, Official Mexican Standards, and other applicable provisions related to the Goods and/or Services, and, in general, to the Purchase Order, including those violations of which may result in any liability for VWB. In the case of Services regulated under Chapter XI of Title Five of the General Provisions applicable to Credit Institutions (*Disposiciones de carácter general aplicables a las Instituciones de Crédito*), the Supplier agrees to adhere to the provisions of article 46 Bis 1 of the Credit Institutions Law.

**(ix) Acquisition and Maintenance of Governmental Authorizations and Reporting to Authorities.** Obtain and keep valid at all times each and every permit, license, registration, order, and governmental authorization required in general, as applicable, for the production, manufacturing, installation, distribution, marketing, transportation, importation, exportation, and any other matter related to the Goods and/or Services. The Supplier shall also ensure compliance with its activities and submit all kinds of reports, statements, notices, and other documentation required for this purpose by the competent authorities.

**(x) Compliance with Directives and Guidelines of VWB.** Comply with all directives and guidelines established by VWB, including but not limited to, regulations and/or codes of conduct for contractors and suppliers, sustainability policies in the contractor-supplier relationship, environmental measures, security measures, logistical processes, and systems, and/or any others that may apply or become applicable.

VWB may issue directives and guidelines at any time, which will be delivered directly to the Supplier's management, regarding matters related to the commercial and contractual relationship, as well as monitoring and reviewing any issues concerning said relationship.

The directives and guidelines will be in writing, except in certain justified individual cases, where they may be communicated verbally by persons authorized by VWB and must be confirmed in writing as soon as possible.

**(xi) Payment of Indemnities and Expenses.** In the event that the Supplier fails to fulfill any obligation under the Purchase Order for which no liquidated damages have been stipulated, the Supplier shall be liable for the damages suffered by VWB, and where applicable, its clients, as a result of said breach, as well as for all expenses incurred by VWB until the total payment of all its claims. Moreover, for any action or claim against VWB related to obligations of the Supplier, the Supplier, at its own expense, shall indemnify, defend, and hold harmless VWB, including its related companies, and its respective directors, officials, employees, and agents. The Supplier shall bear all costs, expenses, and attorney fees incurred or, as the case may be, reimburse them to VWB when required, upon duly supported verification of the corresponding amounts. Additionally, the Supplier shall pay VWB late interest at a rate of five percent (5%) per month on the outstanding total if said amounts are not covered within five (5) business days. The same interest rate will apply in cases where, despite a liquidated damages clause, it is not paid to VWB within five (5) business days after VWB demands it.

## 21. NOTIFICATIONS AND NOTICES.

Notices, notifications, and requests made or required to be made in accordance with this Purchase Order shall be in writing, unless another means of notification is specified. All notifications shall be deemed duly delivered when (i) personally delivered with acknowledgment of receipt or (ii) sent by specialized courier service with acknowledgment of receipt. All notifications shall be submitted to the respective addresses indicated in the heading of this Purchase Order and shall take effect upon personal delivery or, in the event of rejected delivery, as stipulated in the corresponding acknowledgment of receipt.

**Notices to VWB.** - Except for the stipulated penalties, the Supplier shall notify VWB with a minimum of ninety (90) calendar days in advance when it believes that, due to causes beyond its control, it will be unable to deliver the Goods and/or Services agreed herein or will be unable to continue providing the service described in this Purchase Order.

For cases in which the Services are classified as Relevant or for the Sole Supplier, these periods will be increased by ninety (90) calendar days.

Moreover, the Supplier shall have sixty (60) calendar days in advance to notify VWB regarding any amendment to its corporate purpose or internal organization that could affect the provision of the service subject matter hereof.

For cases in which the Services are classified as Relevant or for the Sole Supplier, these periods will be increased by one hundred twenty (120) calendar days.

**Notifications to the Supplier.** -VWB shall communicate any notification to the Supplier with a minimum of fifteen (15) calendar days in advance, when it deems convenient to its interests to discontinue the receipt of the Services.

If the Supplier is considered a Sole Supplier or services are deemed relevant at the discretion of VWB, VWB shall notify the Supplier of the foregoing via email.

## 22.- INSPECTION AND OVERSIGHT.

In the event that, under the Purchase Order, the Supplier provides Services regulated by Chapter XI of the Fifth Title of the General Provisions applicable to Credit Institutions, the Supplier unconditionally accepts:

a) Receive home visits from the external auditor of VWB and the National Banking and Securities Commission ("CNBV"), in order to conduct the corresponding supervision, with the exclusive purpose of obtaining information to verify that the Services allow VWB to comply with the provisions of the Credit Institutions Law applicable to it. To conduct the aforementioned visits, VWB may appoint a representative.



b) The performance of audits by VWB or through third parties designated by the CNBV, in relation to the Services, in order to verify compliance with the provisions applicable to credit institutions.

c) Upon request from VWB, provide the internal and/or external auditor of VWB and/or the CNBV and/or the third party designated by it with books, systems, records, manuals, and documents in general related to the provision of the Services. Additionally, allow access to the personnel responsible and to their offices and facilities in general related to the provision of the Services.

Among the aspects that may be inspected is the compliance by the Supplier with the applicable provisions of the Credit Institutions Law and the General Provisions applicable to Credit Institutions.

The Supplier will provide all facilities for the aforementioned inspection and surveillance activities to be conducted in the most agile and efficient manner possible. Therefore, these individuals will have unrestricted access at any time and may request copies of documents they deem pertinent. The Supplier's obligations mentioned in section c) of this clause will remain in force for two (2) years following the termination of this Purchase Order, regardless of its obligations to preserve documents in accordance with the applicable legal provisions in commercial and tax matters.

Notwithstanding the foregoing, the Supplier (i) will enter into a Service Agreement with VWB based on the format proposed by VWB, which will replace the Purchase Order for everything related to the Services regulated in Chapter XI of Title V of the General Provisions applicable to Credit Institutions, and (ii) will adhere to the provisions of said chapter and any other applicable regulations.

### **23.- DISPUTE RESOLUTION.**

In the event of any dispute arising from the Purchase Order or the Goods and/or Services, both Parties will make their best efforts to resolve it through good-faith negotiations by the Managers of the Supplier's and VWB's areas responsible for the Purchase Order (including invariably VWB's Purchasing department), who may seek assistance from individuals they deem appropriate before terminating the Purchase Order, applying the corresponding penalties, and/or initiating any legal action.

### **24.- AMENDMENTS TO THE PURCHASE ORDER.**

Any of the terms, conditions, requirements, and specifications of the Purchase Order and, if applicable, any document forming part of it, may be amended at any time through written notice or electronic means provided by VWB to the Supplier with a minimum of fifteen (15) business days' notice.

In any case, the Supplier shall accept such modifications when they relate to specific performance and decisive quality standards for VWB, as well as standards required by legal provisions or authorities' requirements, particularly those authorities responsible for supervising credit institutions.

In the event that, due to modifications to the Purchase Order, the Supplier incurs additional expenses, these shall be paid by VWB only if they are expenses determined by a final judgment from a competent judicial body and directly related.

VWB may require the Supplier to provide the Services or Goods subject matter hereof to any of the companies within its Business Group without the need for an additional Purchase Order or Contract, such as Volkswagen Leasing, S.A. de C.V., Volkswagen Insurance Brokers, Agente de Seguros y de Fianzas, S.A. de C.V., and Volkswagen Servicios, S.A. de C.V.

### **25.- ASSIGNMENT OF PURCHASE ORDER.**

The Purchase Order shall only generate rights and obligations between VWB and the Supplier, and the Supplier may not assign them to third parties unless at its own expense and with the prior written authorization of VWB.

Claims and/or rights of the Supplier against VWB arising from the Purchase Order may not be assigned to third parties without the prior consent of VWB.

### **26.- TERMINATION AND RESCISSION OF PURCHASE ORDER.**

At any time during the validity of the Purchase Order and regardless of the causes specified therein or any documentation governing the commercial and contractual relationship between VWB and the Supplier, the failure of the Supplier to comply with the obligations it undertakes or deviate from the conditions it has agreed in writing with VWB and any other terms, conditions, requirements, and specifications indicated for this purpose by VWB, including but not limited to any Request for Proposal, technical proposal, or any other document related to the subject matter of this Purchase Order, shall be grounds for termination without the need for prior court ruling. The Supplier expressly acknowledges the validity of this covenant and waives the right to invoke any doctrine or provision that seeks to invalidate this covenant.

To terminate this Purchase Order:

- At any time during the validity of the Purchase Order, it may be terminated without cause or due to any kind of non-compliance by the Supplier. VWB shall notify the Supplier with at least fifteen (15) calendar days in advance, providing such notice in writing to the Supplier's address or using electronic means.

The Parties agree that, to conduct the termination of the Purchase Order, it will not be necessary to resort to any administrative and/or judicial body.

When VWB cannot promptly secure another supplier for the Goods and/or Services, or alternatively, take over them as part of its own operations without affecting the interests of its clients, VWB may request the Supplier to continue providing the Goods or rendering the Services, even after a notice of rescission or termination. The Supplier will continue providing the Goods or rendering the Services until they can be provided or rendered by another supplier or until VWB can take over them as part of its operations. Both Parties will make their best efforts and use appropriate means to find a solution that ensures a smooth transition.

In any case, each Party will maintain a designated contact person, whose details will be provided in a timely manner to the other.

The Supplier understands that this Purchase Order may be partially or fully, temporarily, or definitively suspended by order of the CNBV and/or any other banking regulatory body in case the provided service violates the provisions established by regulations and/or affects the financial stability or operational continuity of VWB.

### **27.- ADJUSTMENTS AND/OR ADDITIONS REQUESTED BY THE VOLKSWAGEN ORGANIZATION.**

The Supplier acknowledges and agrees that VWB may request adjustments and/or additions to this Purchase Order to comply with policies established by the Volkswagen organization, in which case the Supplier will execute the documents proposed by VWB on terms that are reasonable.

### **28.- REQUIREMENTS OF THE VOLKSWAGEN GROUP FOR SUSTAINABILITY IN RELATIONS WITH ITS BUSINESS PARTNERS (CODE OF CONDUCT FOR BUSINESS PARTNERS).**

The Volkswagen Group seeks a respectable, honest performance that complies with the rules in everyday business activities, which it also expects from its business partners, especially concerning human rights, labor and health protection, environmental protection, and the fight against corruption, known as sustainability requirements.

The Supplier, as a business partner, acknowledges and accepts these sustainability requirements mentioned below, as they may apply to its activities and/or the nature of the Goods and/or Services. The Volkswagen Group reserves the right to verify on-site, through experts, the compliance of business partners with the requirements mentioned below, only after prior notice and in the presence of



representatives of the business partner, within normal business hours and in compliance with the respective applicable legislation, especially data protection laws.

#### 1. Environmental protection:

Volkswagen develops, produces, and distributes automobiles worldwide to ensure individual mobility. It takes responsibility for the continuous improvement of the environmental compatibility of its products and the reduction of the exploitation of natural resources, taking economic aspects into account. For this reason, business partners must strictly comply with all applicable environmental laws and regulations in all countries where they operate. It is mandatory to comply with:

- Volkswagen Environmental Policy;
- Technical Development Environmental Objectives;
- VW 01155 Standard (supplied vehicle parts);
- Paragraphs 2.1 (Standard Purposes), 8. (Environmental Impact), 9.1 (Obligations and Prohibitions on Materials), and 9.2 (Material Requirements) of VW 99000 Standard (General Requirements for the Provision of Services in Part Development), and the specifications of standard parts tender documents.

In addition, Volkswagen expects its business partners to consider and comply with the following aspects:

##### Development and implementation of environmental management systems.

Environmental management is one of the priority objectives of the business policy. Therefore, Volkswagen expects all business partners with production facilities to have a suitable environmental management system. In addition, Volkswagen expects its key suppliers to have an environmental management system certified according to the international standard ISO 14001 or the EU EMAS regulation.

##### Active treatment of ecological challenges.

Ecological challenges must be approached with care and foresight. Measures are taken for the responsible treatment of the environment. Efforts should be made to promote the development and dissemination of ecological technologies.

##### Prevention of environmental and health damage; products and processes with low resource consumption and greenhouse gas emissions.

In all activities, the impact on the environment and the health of workers is avoided or kept as low as possible. For the development, manufacturing, and during the use phase of products, as well as in other activities, consideration is given to energy and raw material conservation, minimizing greenhouse gas emissions, using renewable resources, and minimizing environmental and health damage.

##### Waste and recycling.

In the development, manufacturing, and during the use phase of products, as well as for the development and implementation of production processes and other activities, consideration is given to avoiding waste generation, reusing, recycling, as well as environmentally friendly and safe disposal of generated waste.

##### Employee training.

Employees are informed, trained, and motivated in environmental protection according to their tasks.

#### 2. Employee rights:

For Volkswagen, compliance with internationally recognized human rights is the foundation of all business relationships. The following provisions, as well as the labor law of the country where business partners operate, must be particularly taken into account:

##### Freedom of association.

The basic right of all workers to form unions and workers' representatives and join them is recognized. Where this right is limited by local laws, alternative possibilities for workers' representation must be encouraged, complying with the laws.

##### Non-discrimination.

Equal opportunities and equal treatment are guaranteed regardless of ethnic origin, skin color, gender, religion, nationality, sexual orientation, social origin, or political inclination, provided it is based on democratic principles and tolerance towards those who think differently. Workers are selected, hired, and promoted primarily based on their qualifications and abilities.

##### No forced labor.

Volkswagen rejects any conscious use of forced or compulsory labor, including debt bondage or involuntary prison labor.

##### No child labor.

Child labor is prohibited. The minimum age for employment, as per state regulations, will be taken into account.

##### Remuneration and benefits.

Remuneration and benefits paid or provided for a standard workweek shall not be less than the guaranteed and legally applicable minimums. If there are no legal or collective bargaining regulations, remuneration and benefits shall be based on the usual local sector rates, ensuring employees and their families an appropriate standard of living.

##### Working hours.

Working hours shall comply, at a minimum, with the respective national legal conditions or with the minimum standards of the respective national economic sectors.

##### Labor and health protection.

The business partner shall comply, at a minimum, with national standards related to a safe and hygienic working environment and shall take appropriate measures to ensure health and safety in the workplace, aiming to guarantee suitable working conditions for health.

#### 3. Transparent business relationships:

##### Prevention of conflicts of interest.

Volkswagen business partners make their decisions exclusively based on objective criteria and are not influenced by personal interests and relationships.

##### Fight against corruption.

Volkswagen supports national and international efforts to avoid influencing or distorting competition through bribery and rejects all forms of corrupt and harmful behavior for businesses. Volkswagen requires its business partners to reject and avoid any form of corruption, including so-called "Facilitation Payments" (payments to expedite routine bureaucratic procedures). Business partners must ensure that their employees, independent contractors, or representatives do not pay, offer, or receive bribes, kickbacks, unauthorized donations, or other payments or benefits to/from customers, officials, or other third parties.

#### 4. Correct behavior in the market:

##### Free competition.

Volkswagen requires its business partners to comply with current and applicable competition and antitrust laws. In particular, they should not enter into anti-competitive agreements with competitors, suppliers, customers, or other third parties, nor abuse a possible dominant position in the market.

##### Import and export controls.

For the import and export of Goods and/or Services, business partners must comply with all current and applicable laws.

##### Money laundering.

Business partners should only maintain business relationships with partners whose integrity they are convinced of. They must ensure that current legal provisions on money laundering are not violated.

Volkswagen considers compliance with the requirements outlined in this document to be fundamental to the corresponding contractual relationship. If a business partner of Volkswagen does not meet these requirements, Volkswagen reserves the right to terminate the business relationship with them by early termination. Volkswagen may freely decide not to exercise such consequences and, instead, take alternative measures if the business partner credibly commits and can justify that they have immediately taken steps to prevent similar future breaches.

In addition, VWB provides the Volkswagen Group's version of the Supplier Code of Conduct and Ethics for reference, available for consultation at any time on the website: <https://www.vwgroupsupply.com/>

### **29.- SEVERABILITY.**

If any provision of the Purchase Order is or becomes invalid or unenforceable, in whole or in part, it shall not affect the validity and enforceability of the remaining provisions. To replace the invalid or unenforceable provision, or to remedy the nullity, an appropriate or equivalent provision shall be agreed upon, which must:

- i) Be in writing, in a document duly signed by the Parties;
- ii) Comply with applicable legal requirements;
- iii) Be as close as possible to the object of the Purchase Order and the intent of the Parties; or
- iv) To what the Parties would have considered in accordance with the purpose of the Purchase Order if they had considered the omitted provision at the time of negotiation and execution.

### **30. ANTITRUST AND ANTI-CORRUPTION.**

The Supplier shall comply with laws, regulations, provisions, and other regulations regarding anti-corruption, anti-bribery, or similar matters at the national level and, only if applicable, at the foreign level. Therefore, the Supplier represents that its respective shareholders, officers, or legal representatives, acting on behalf or for the benefit of the Supplier, (i) have not directly or indirectly engaged in acts of corruption or bribery, (ii) have not been convicted or are under investigation by national or foreign authorities for suspected acts of corruption or bribery, (iii) no sum of money or resources received from VWB, if any, will be used to commit acts of corruption, bribery, or any other unlawful activity.

The Parties undertake to carry out the business and economic activities arising from the fulfillment and execution of this Purchase Order, strictly adhering to the applicable national laws on antitrust matters, such as the Federal Economic Competition Law (*Ley Federal de Competencia Económica*), regulations, and other related rules, agreements, and sector-specific regulations determined by the Federal Antitrust Commission (COFEC), as well as international treaties and conventions, and policies on antitrust matters.

In this regard, the Parties undertake to refrain from engaging, within their business and economic activities, in agreements that may give rise to any of the following absolute and/or relative monopolistic practices:

- a) Coordinating or agreeing with competitors on pricing conditions or offers related to the Services and the subject matter of this Purchase Order.
- b) Setting, raising, lowering, agreeing upon, or manipulating, either individually or in concert with one or more competitors, the price for the Services compared to the price of other services of the same nature offered in the market, in such a way that price variations are significantly higher or lower than their reference price, except when the price difference arises from the application of tax provisions.
- c) Generating or receiving instructions, recommendations, or commercial standards adopted to coordinate or establish prices or other conditions for the Services in the market.
- d) Establishing, with one or more competitors for the same type of services, the same maximum or minimum prices for a service, or adhering to the selling or purchasing prices of a service of the same nature issued by an association, chamber of commerce, or any competitor.
- e) Exchanging information with any of the purposes or effects referred to in the preceding paragraphs.

For the purposes of this clause, "competitor" or "competitors" shall invariably be understood as any third party, whether an individual or a legal entity, engaging in economic activities related to the Services and the subject matter of this Purchase Order, falling within the same type, branch, or class of services marketed by VWB through any of its related companies and/or through third parties.

The Parties acknowledge and agree that, in relation to this Purchase Order, they have not engaged in and/or accepted any arrangement that involves a violation of the laws and regulations applicable to them in the field of economic competition. Furthermore, no part of the compensation and/or consideration received for the execution of this Purchase Order has been or will be used for purposes that entail a violation of laws and regulations related to antitrust matters.

The Supplier shall provide mechanisms for its Personnel in general to report any suspicion or actual violation of the laws and regulations mentioned above.

In this regard, the Supplier undertakes to indemnify and hold harmless VWB and/or any of its related companies, as well as their respective counselors, directors, officers, employees, and other associates, from any liability that may arise from the commission of an offense in antitrust matters, including those stemming from the commission of a crime, even in cases where it is alleged to have been committed on behalf, account, benefit, or exclusive advantage of VWB.

Non-compliance by the Supplier or any third party related to it with any of the foregoing provisions shall constitute a breach of the obligations undertaken under this Purchase Order, and VWB may terminate this Purchase Order immediately through written notification without the need for court ruling, and VWB shall be entitled to the payment of corresponding damages.

### **31.- JURISDICTION.**

Unless the Parties agree otherwise, for the interpretation, compliance, and enforcement of the Purchase Order and any documentation governing the commercial and contractual relationship between VWB and the Supplier, the Parties expressly submit to the jurisdiction of the competent courts in Puebla, Puebla, waiving any other jurisdiction that may be applicable based on their present or future domiciles. This Purchase Order shall be governed and interpreted in accordance with the Federal Laws of Mexico.

### **CLAUSES APPLICABLE IN SPECIFIC CASES ACCORDING TO THE RENDERING OF THE SERVICE OR DELIVERY OF GOODS.**

### **32.- PACKAGING, PACKING, TRANSPORT, AND CROSS-BORDER OPERATIONS.**

The packaging, packing, and transportation provided by the Supplier, if applicable, for the Goods, must be of the necessary quality to prevent damage to the Goods and to ensure they are delivered to VWB in optimal conditions for their use.

- i) VWB may determine, if applicable, the packaging, packing, and transportation characteristics of the Goods, including the route and means of transportation, in the heading of the Purchase Order.
- ii) In the absence of a contrary stipulation, the delivery of the Goods shall be made free of charges, taxes, and burdens at VWB's facilities (or as designated by VWB), in accordance with the DDP INCOTERM, International Chamber of Commerce publication (INCOTERMS 2020). This applies regardless of whether the transaction is domestic or cross-border. Therefore, the Supplier shall bear all necessary expenses (including, but not limited to, import costs), risks, losses, damages, or impairments until the Goods are delivered to VWB's satisfaction at the designated location. If the Supplier chooses to procure insurance covering the Goods until VWB accepts them, the Supplier shall be solely responsible for the associated costs, with no ability to shift them to VWB.

If specific contractual terms different from DDP INCOTERM are established in the heading of the Purchase Order, these terms shall apply, unless stipulated otherwise, provided they have been adopted by the International Chamber of Commerce in the latest publication existing at the time the Purchase Order is accepted by the Supplier.

### 33.- SAMPLES.

The Supplier shall submit samples of certain Goods to VWB for consideration when requested by VWB. Although VWB may request samples, it is not obligated to approve them, cover the expenses incurred in their production (unless agreed otherwise), or maintain or issue a Purchase Order regarding the corresponding Goods. The request for samples will specify a deadline for their submission, and VWB may consult with the Supplier regarding the feasibility of this period. If the Supplier fails to deliver the samples within the deadline set by VWB or if the samples do not meet VWB's satisfaction, VWB may, at its discretion, either cancel the sample request without any liability or grant an extension for their submission.

VWB will have a period of thirty (30) calendar days from the delivery of the samples to inspect them and communicate the result of its analysis electronically to the Supplier. If VWB does not communicate the result by the end of this period, it shall be deemed that the samples have been rejected by VWB. In any case, VWB may request adjustments to the samples, and the costs associated with these adjustments will be borne by the Supplier. All of the above is on the understanding that the Supplier must deliver the Goods corresponding to the Purchase Order in accordance with the samples that have been approved by VWB.

### 34.- VARIOUS RESPONSIBILITIES OF THE SUPPLIER (SPECIALIZED SERVICES).

In addition to other obligations outlined in this document for the Supplier, the Supplier shall be responsible for the following:

**Labor, social security, and tax matters in the case of Specialized Services (in accordance with labor reform regarding outsourcing).** In the provision of Specialized Services, in addition to the obligations and responsibilities assigned to the Supplier as outlined in the clauses of this Purchase Order, the Supplier must also comply with the following:

The hiring of the Supplier's Personnel must have been conducted and must at all times be maintained under lawful schemes. The Personnel should be registered in the Public Registry of Contractors for Specialized Services or Specialized Works (*Padrón Público de Contratistas de Servicios Especializados u Obras Especializadas*), as referred to in article 15, fifth paragraph, of the Federal Labor Law (*Ley Federal del Trabajo*)(hereinafter referred to as "REPSE"), and such registration must be kept current for the duration of the provision of Specialized Services. Additionally, the Supplier must possess the necessary documentation to prove the specialized nature of the Services, including documents certifying training, certifications, permits or licenses, equipment, technology, assets, machinery, risk level, average salary range, experience, among others. This is in accordance with the provisions of article 8 of the Agreement that discloses the general provisions for the registration of individuals or legal entities providing specialized services or performing specialized works referred to in article 15 of the Federal Labor Law. Moreover, the Supplier must comply with all requirements stipulated by the current regulations in labor, tax, and social security matters, undertaking the obligations imposed by the aforementioned applicable laws. This includes, but is not limited to, the payment of contributions, reporting, workplace safety, training, and the payment of salaries and benefits. Furthermore, the Supplier must assign tasks to the Personnel involved in the provision of Specialized Services, overseeing them in the performance of such tasks and the execution of their duties; provided that this Personnel will always be under the dependence, subordination, and at the service of the Supplier. Through this Purchase Order, the Parties acknowledge that there is no labor relationship between the Supplier's Personnel and VWB. The Supplier, on the other hand, acknowledges and agrees that it possesses the documentation and sufficient elements to fulfill the obligations arising from the relationships with its Personnel. VWB reserves the right to verify this during the execution of this Purchase Order and at any time during the provision of the specified Specialized Services. If, for any reason, any worker or individual associated with the Supplier, or any authority or third party, takes legal action or asserts a claim against VWB for obligations of a labor, social security, or any other nature attributable to the Supplier, the Supplier, at its own expense, shall indemnify, defend, and hold harmless VWB. The Supplier shall also bear all responsibilities and costs (including but not limited to costs, expenses, and attorney fees incurred) arising from such action or claim.

The Supplier shall provide evidence of compliance with these obligations and, if necessary, remedy any deficiencies to the satisfaction of VWB in the manner and within the timelines required by VWB. If, for any reason, any worker or person related to the Supplier, or any authority or third party, initiates any action or claim against VWB for labor and/or social security obligations that should be borne by the Supplier, the Supplier, at its own expense, shall indemnify, defend, and hold harmless any of the affected individuals. The Supplier shall bear all responsibilities and costs (including but not limited to expenses and attorney fees) arising from such action or claim.

The Supplier must inform the Mexican Social Security Institute (IMSS) and the National Workers' Housing Fund Institute (INFONAVIT), as provided in the third paragraph of article 15-A of the Social Security Law (*Ley del Seguro Social*) and article 29-Bis of the National Workers' Housing Fund Institute Law (*Ley del Instituto del Fondo Nacional de la Vivienda para los Trabajadores*). This should be done in accordance with the specified requirements, and the Supplier must provide VWB with a certificate once this has been fulfilled. As stipulated in article 27, Section V, last paragraph of the Income Tax Law (*Ley del Impuesto sobre la Renta*), the Supplier must timely deliver to VWB, upon generation, and as a condition for the payment of the consideration for the Services, without implying that VWB is in breach of its payment obligations, the following documentation:

- a) The registration of the Supplier with the Ministry of Labor and Social Welfare (STPS), as referred to in article 15 of the Federal Labor Law (REPSE);
- b) Copy of the tax receipts for salary payments to the workers who are part of the Personnel. These workers must have been directly hired by the Supplier registered with REPSE and to whom this Purchase Order has been issued for the provision of Specialized Services;
- c) The payment receipt issued by a banking institution for the report and remittance of the withholding taxes made to said workers;
- d) The payment of worker-employer contributions to the Mexican Social Security Institute;
- e) The payment of contributions to the National Workers' Housing Fund Institute; and
- f) Any other information and/or documentation required under applicable regulations.

Also, in accordance with article 5, Section II, last paragraph of the Value Added Tax Law (*Ley del Impuesto al Valor Agregado*), the Supplier must timely deliver to VWB, upon generation, and as a condition for the payment of the consideration for the Services, without implying that VWB is in breach of its payment obligations, the following documentation:

- a) The registration with the Ministry of Labor and Social Welfare (*Secretaría de Trabajo y Previsión Social*) ("STPS") as referred to in article 15 of the Federal Labor Law;
- b) A copy of the Value Added Tax return and the acknowledgment of receipt of the payment corresponding to the period in which VWB, as the contracting Party, made the payment of the consideration and the Value Added Tax that was invoiced to it; and
- c) Any other information and/or documentation required under applicable regulations.

Before the commencement of the provision of Specialized Services, the Supplier shall deliver to VWB the valid Notice of Registration in the REPSE, and in the Annex(es) to this Purchase Order, the following shall be indicated: (i) the approximate number of members of the Supplier's personnel who will be involved in the provision of Specialized Services, in compliance with the provisions of the first paragraph of article 14 of the Federal Labor Law, (ii) the valid registration folio of the Supplier in the REPSE, and (iii) the specialized activities described in the Registration Notice that the Supplier will carry out on behalf of VWB, along with any other requirements or information required under applicable regulations and/or deemed necessary or convenient by VWB.

The information related to tax matters must be sent to VWB through the following mailbox: [servicios.especializados@vwfs.com](mailto:servicios.especializados@vwfs.com) no later than the 25th day of the month following the month in which the service was provided. Otherwise, the Supplier agrees that payment of the invoices cannot be made until all requested information is received.

d) If any situation arises that could affect or jeopardize the specialized nature of the services or if the Supplier ceases to be considered a provider of Specialized Services in accordance with applicable regulations, the Supplier must immediately inform VWB through written notice. Upon receiving such notice, both Parties shall enter into negotiations, as per clause 22 of this Purchase Order, to find an appropriate and legally compliant solution. Otherwise, this Purchase Order will be terminated without any liability on the part of VWB. If, for any reason, due to the Supplier's non-compliance with obligations arising from the relationships with Personnel, it is determined that VWB is jointly liable, as provided in the second paragraph of article 14 of the Federal Labor Law and/or the second paragraph of article 15 A of the Social Security Law, the Supplier must compensate VWB to the extent that VWB is affected by it. This non-compliance will also constitute a cause for early termination of this Purchase Order, without any liability for VWB.

The Supplier is prohibited from hiring or subcontracting third parties for the provision of Specialized Services, in accordance with current labor regulations on subcontracting. Specialized Services are understood as those that are part of the predominant economic activity and the corporate purpose of the Supplier and, for the development of such services, provide personnel at VWB's facilities.

### **35.- INDUSTRIAL AND INTELLECTUAL PROPERTY (SOFTWARE LICENSING).**

In the event that, for the provision of the service under the Purchase Order, the Supplier must license computer software, it hereby states that it has all the permissions and rights to grant licenses to third parties. Therefore, the Supplier grants VWB a non-exclusive license, and if necessary, will provide the software update service. VWB may sublicense to third parties, provided they belong to its same business group. Additionally, the Supplier undertakes to ensure that the software includes the necessary functions for optimal operation.

### **36.- DATA PROTECTION.**

#### **- Clause on data processing (data processing agreement):**

The Supplier shall comply with all local provisions with regards to data protection and, when applicable, the General Data Protection Regulation (GDPR) of the European Union, as well as any other applicable regulations in their latest version (including, but not limited to, those for the processing of personal data on behalf of VWB, if applicable). This includes, but is not limited to, the obligation to protect personal data of any data subject from unauthorized access by means of the use and implementation of appropriate technical and organizational security measures.

In accordance with the Federal Law on the Protection of Personal Data Held by Private Parties (hereinafter referred to as "LFPDPPP") and its Regulations, in the event that the Services involve the processing of personal data and VWB requests the Supplier to obtain and process personal data, or delivers to the Supplier, by any means, or the Supplier might have access to any personal data of VWB's customers, employees, and/or any data subject due to such processing, the Supplier acknowledges and accepts that VWB, prior to the execution of this Purchase Order, informed said Supplier of its Privacy Notice, including the purposes for the processing of personal data which the data subjects bound their information to. Said Privacy Notice can also be consulted on VWB's commercial website: [www.vwfs.mx/vwb](http://www.vwfs.mx/vwb). Moreover, the Supplier is aware that any modification to said Privacy Notice will be published on the aforementioned website. Therefore, the Supplier undertakes to review said website at least quarterly in order to verify if any modifications were made.

In accordance with articles 2, section IX; 4, section II; 49, 50, 51, 53, 54, 55, and 57 of the Regulations for LFPDPPP, and for the purposes of this Purchase Order, if the Supplier processes personal data on behalf of VWB as a result of the legal relationship arising from this Purchase Order, it must comply with the obligations established for this purpose in LFPDPPP and its Regulations. This includes, but is not limited to:

1. Processing Personal Data only in accordance with the instructions issued by VWB and, if applicable, those described in the Annexes which include instructions for the processing of Personal Data specifically related to the Services referred to in this Purchase Order. If there are no such instructions, it is the Supplier's obligation to request them from VWB. In the absence of specific instructions from VWB, the Supplier shall refrain from processing any type of personal data.

2. The Supplier must immediately inform VWB if, for any reason, it cannot process the Personal Data in compliance with the instructions provided by VWB, the provisions stated in the Request for Proposal (RFP), or this Purchase Order. In such a case, VWB may suspend the transmission and/or the Instructions for the Processing of Personal Data and/or terminate this Purchase Order without any liability for VWB.

3. The Supplier must refrain from processing personal data for purposes other than those instructed by VWB.

4. Maintaining confidentiality regarding the processed personal data. This obligation shall subsist for the maximum period allowed by the applicable legislation following the termination of this Purchase Order, for any reason.

5. The Supplier must refrain from transferring personal data, except when determined by VWB or required by the competent authority.

6. The Supplier shall implement and maintain administrative/organizational, physical, and, if applicable, technical security measures for the protection of personal data, in accordance with the provisions of LFPDPPP and its Regulations, regardless of the corresponding processing system. For the purposes of this Purchase Order, security measures shall be understood, including but not limited to, those specified by the LFPDPPP, its Regulations, as well as those indicated by VWB, which will be communicated to the Supplier in case of acting as a Data Processor. The above, without prejudice to the provisions established by current security regulations issued by supervisory authorities with regards to the corresponding sector, when those provide greater protection for the data subject than such established in the LFPDPPP and the Regulations.

7. Delete the processed personal data once the legal relationship with VWB has ended, as instructed by VWB, or in accordance with the period indicated in the Purchase Order, provided that there is no legal provision which requires the retention of personal data.

8. Periodically train the internal or external staff who need to process Personal Data on behalf of VWB, ensuring that such personnel are specifically aware of the obligations established in LFPDPPP, its Regulations, and other applicable regulations for the protection of this information.

9. Shall promptly notify VWB in the following cases:

- Request(s) from a supervisory authority for the purpose of communicating or disclosing Personal Data being processed, and, if applicable, upon prior written authorization from VWB, provide such personal data to the mentioned authority; unless such notification constitutes a violation of a legal provision regarding the confidentiality of an investigation.

- Request(s) from a supervisory authority in the event that such authority requests a copy of this Purchase Order from the Supplier, and, if applicable, upon prior written authorization from VWB, provide such copy to the mentioned authority.

- Data Breach(es) and/or security incidents in relation to the Personal Data processed on behalf of VWB, within a maximum period of forty-eight (48) hours.

- Receiving a request(s) to exercise ARCO Rights directly submitted by a Data subject, and refraining from processing such request.

10. Appointing a contact person who will be responsible for:

- Keeping VWB informed of all Security Measures implemented to protect Personal Data.

- Assisting VWB with regards to responding any requests from Data Subjects related to the aforementioned, and/or any requests from INAI, related to the Personal Data processed under this Purchase Order and its Annexes, if applicable.

- Accepting visits which INAI may request for the purpose of gathering necessary evidence to continue with the verification procedure established in the Regulations for LFPDPPP, which will be conducted within a maximum period of ten (10) days each. This period will be notified by VWB or INAI to the Supplier.

- Signing the corresponding minutes of the verification visit, which shall record the actions performed during the visit(s). These minutes will be issued in duplicate and will be signed by the acting verification personnel and the Supplier, or the person who was involved in the proceedings, who might state what may convene to their rights.

The Parties agree that upon termination of this Purchase Order for any reason, VWB may instruct the Supplier to, at its choice:

- a) Return all Personal Data to VWB, including any copies and Personal Data processed as a result of the provision of the Services; or
- b) Delete all Personal Data, including any copies and Personal Data processed as a result of the provision of the Services, in which case, the Supplier shall provide a certificate specifying the destruction or elimination method employed if acting as a Processor and, as the case may be, the identity of the service provider who performed the destruction.

In both cases, the Supplier may only retain a copy of the essential Personal Data to comply with current legal or regulatory provisions which require such retention by a Processor, for any expressly provided purpose by applicable law. In such cases, the Supplier guarantees VWB the blocking of the retained Personal Data and undertakes not to use them for any subsequent processing. Upon the conclusion of the respective blocking period, the Supplier shall proceed to securely delete the Personal Data based on the type of media containing such information.

The preceding paragraph shall only be inapplicable if VWB requires the Supplier to immediately eliminate or cancel the personal data bound to processing.

In case of non-compliance with any of the obligations established in this clause, or any other obligation that the Supplier is required to fulfill under the applicable regulations, the Supplier undertakes to indemnify and hold VWB harmless from any proceedings, claims, or legal actions initiated by the Data Subjects or the supervisory authority (INAI or its successor), including, but not limited to, the payment of all costs associated with VWB's legal defense, as well as any fine or sanction that the supervisory authority (INAI or its successor) may impose on VWB, if applicable.

VWB may issue recommendations, from time to time if deemed necessary, regarding the training of the Supplier's Personnel to ensure that the relationship between the Parties complies with the quality and control standards required by LFPDPPP and VWB's Instructions. The Supplier undertakes to make the requested adjustments within five (5) calendar days following the date when VWB makes such a request.

VWB may request at any time the information and documentation it deems necessary from the Supplier in order to verify compliance with training on the protection of personal data provided to its in-house or external personnel.

All confidentiality obligations regarding the Personal Data processed by the Supplier will persist even after the termination of this Agreement, in accordance with article 21 of LFPDPPP.

The Supplier acknowledges that VWB has informed it of the corresponding Privacy Notice which regulates the processing of Personal Data and, therefore, the purposes for which such data may be processed (including purposes of judicial and extrajudicial collection, as the case may be).

VWB assures the Supplier that Personal Data bound to processing under this Purchase Order and its Annexes were obtained in compliance with the provisions of LFPDPPP and its Regulations. Therefore, it guarantees that their transmission or Processing Instructions is lawful and complies with the applicable legislation.

If applicable, the Parties agree that the initial Processing Instructions for Personal Data provided by VWB to the Supplier are contained in an Addendum to this Purchase Order, which shall constitute an integral part of it.

#### **-Transfer Clause:**

The Supplier shall comply with all local provisions regarding data protection and, when applicable, the General Data Protection Regulation (GDPR) of the European Union, as well as any other applicable legislations in their latest version (including, but not limited to, those for the processing of personal data that Supplier might receive as a data controller or importer, if applicable). This includes, but is not limited to, the obligation to protect personal data pertaining to any data subject from unauthorized access by means of the usage and implementation of appropriate technical and organizational security measures.

In accordance with Federal Law on the Protection of Personal Data Held by Private Parties (hereinafter "LFPDPPP"), VWB and the Supplier acknowledge that each will act as the Data Transferor or Data Transferee, as appropriate to their position as the origin or destination with regards to any personal data of VWB's customers, employees, and/or any data subject.

VWB and the Supplier will conduct the corresponding transfers of personal data, by ensuring compliance with LFPDPPP and its Regulations. They commit to adopt confidentiality measures applicable to the type of data processed by each of them, as well as diffusing and keeping updated their respective Privacy Notices.

In accordance with the above, VWB and the Supplier agree that, regarding the transfers they must make, they will comply with the following common obligations:

- a) They shall process the personal data transferred between them, in accordance with the applicable legislation, particularly in compliance with LFPDPPP and its Regulations.
- b) They shall adhere to the lawfulness, consent, transparency, accuracy, purpose limitation, fairness, data minimization and accountability principles with regards to the processing of transferred personal data, and must fulfill the corresponding confidentiality and security duties.
- c) They shall process personal data according to the provisions of this Transfer clause and in compliance with the purpose of the contract that governs this Purchase Order.
- d) They shall act according to the purposes established in the Privacy Notices provided to the respective Data Subjects, which are outlined below:

- a. Privacy Notices of VWB: [www.vwfs.mx/vwb](http://www.vwfs.mx/vwb) "Avisos de Privacidad" section. VWB will inform the applicable Privacy Notice to the Supplier in accordance with the type of Data Subjects whose personal data will be processed.
- b. Privacy Notices of the Supplier: The Supplier shall inform VWB of the applicable Privacy Notice, in accordance with the type of Data Subjects whose personal data will be processed.

- e) They shall adopt and implement the appropriate technical and organizational security measures which are necessary for the protection of personal data, considering its nature and the corresponding processing system.

Each Party shall be responsible for the personal data it processes as an individual controller of such information in the course of its own activities, including the measures it must take to ensure that the transfers regulated by this clause and with regards to the fulfillment of the Purchase Order are carried out in compliance with the provisions of LFPDPPP and its Regulations.

VWB and the Supplier, as applicable, will define the personal data which must be provided to the Party acting as the receiving controller. In all cases, the Party acting as the receiving controller shall ensure that it possess the equipment, security measures, infrastructure, and trained personnel to receive the personal data, by ensuring the confidentiality, integrity, and availability of the transferred personal data by the transferring controller.

Each Party acknowledges that, prior to the transfer of personal data to the other Party, it must obtain the legally required consent from the data subjects to conduct the transfers referred to in this clause.



VWB and the Supplier will be individually responsible for addressing requests regarding Access, Rectification, Cancellation/Erasure, or Opposition/Objection rights (ARCO Rights) which might be submitted by the data subject whose data have been obtained directly or indirectly from said subjects.

The Parties agree that they are not authorized to make any determination/decision regarding an ARCO Rights request related to personal data for which they are not direct responsible parties, as applicable.

The Parties agree that, both as transferor and recipient, they will be legally responsible and shall indemnify the other Party regarding any claim, cost, loss, damage to third parties, or liability incurred, directly or indirectly, deriving from the breach of this clause or the provisions of the applicable data protection legislation.

Any other situation regarding the transfer of personal data between VWB and the Supplier that was not expressly addressed in this clause will be resolved by applying the corresponding provisions contained in LFPDPPP and its Regulations.

#### **- Cloud Computing Clause:**

The Supplier shall comply with all local provisions regarding data protection and, when applicable, the General Data Protection Regulation (GDPR) of the European Union, as well as any other applicable legislation in their latest version (including, but not limited to, those for the processing of personal data on behalf of VWB, if applicable). This includes, but is not limited to, the obligation to protect personal data of any data subject from unauthorized access by means of the usage and implementation of appropriate technical and organizational security measures.

In accordance with Federal Law on the Protection of Personal Data Held by Private Parties (hereinafter "LFPDPPP") and its Regulations, in the event that the Services involve the processing of personal data in the so-called "cloud computing" and, due to such processing, VWB requests the Supplier to obtain and process personal data, or delivers personal data of clients, employees, and/or any data subjects of VWB to the Supplier by any means, or the Supplier has access to any personal data, the Supplier acknowledges and agrees that VWB, prior to the execution of this Purchase Order, informed the Supplier of its Privacy Notice, including the purposes of personal data processing which the data subjects have bound their information to. The aforementioned Privacy Notice can also be consulted on VWB's commercial website: [www.vwfs.mx/vwb](http://www.vwfs.mx/vwb). Moreover, the Supplier is aware that any modification to said Privacy Notice will be published on the aforementioned website. Therefore, the Supplier undertakes to review said website at least quarterly in order to verify any modifications were made.

For the purposes of this clause and in accordance with the Regulations of LFPDPPP, "cloud computing shall be understood as the external provision model of on-demand computing services, which involves the supply of infrastructure, platform, or software, flexibly distributed through virtualization procedures in dynamically shared resources."

In accordance with articles 2, Section IX; 4, Section II; 49, 50, 51, 52, 53, and 57 of the Regulations for LFPDPPP, and with regards to the purposes of this Purchase Order, if the Supplier processes personal data on behalf of VWB in the so-called "cloud computing" as a result of the legal relationship derived from this Purchase Order, it guarantees to VWB:

1. That it complies, at least, with the following measures:
  - a) It has implemented current and applicable policies related to the protection of personal data, aligned with the principles and duties established by LFPDPPP and its Regulations;
  - b) It possesses mechanisms to provide VWB with non-confidential information about outsourcing involving personal data related to the Services covered by this Purchase Order;
  - c) Its conditions or general contracting clauses do not contain explicit or implicit provisions which authorize or allow the Supplier to assume ownership or control of the personal data related to the Services covered by this Purchase Order; and
  - d) It has appropriate and necessary security measures to ensure the confidentiality of the personal data related to the Services covered by this Purchase Order.
2. Furthermore, the Supplier guarantees that it has mechanisms to:
  - a) Inform VWB of any changes in its privacy policies or the conditions for the Services covered by this Purchase Order;
  - b) Allow VWB to limit the type of processing of personal data related to the Services covered by this Purchase Order;
  - c) Establish and maintain adequate security measures for the protection of personal data related to the Services covered by this Purchase Order;
  - d) Guarantee the deletion of personal data once the service provided to VWB has concluded, after having provided a copy of them to VWB; and
  - e) Prevent access to personal data by individuals without access privileges, and, in the event access to personal data must be granted for the fulfillment of a reasoned and motivated request from the competent authority, it shall inform VWB of such.

In all cases, VWB reserves the right to modify the scope of the Services or exercise the right of rescission referred to in clause 26 of this Purchase Order if the Supplier changes or adopts technologies which violate the aforementioned provisions, or in any way fails to ensure the proper protection of the personal data whose processing has been entrusted by VWB.

This Purchase Order is a translation of its Spanish Version. If any doubts or controversies arise regarding the provisions of this document, the Spanish version of this Purchase Order shall prevail, which may be sent to the Supplier at its request, in any time of validity of this agreement.