

Standard Terms and Conditions of JRZ Abogados, S.C.

These Standard Terms and Conditions are applicable to all professional services provided by JRZ and are additional to any specific agreement entered into between JRZ and the Client (the "Agreement"), which will prevail over this document in the event of any discrepancy between the two.

In this document: (i) "JRZ" means JRZ Abogados, S.C., a civil law partnership with registered office in Mexico City, and holding tax identification number (RFC) JRA1404033T2; (ii) "Client" is the intended recipient of the Engagement Letter, and (iii) "Services" are the professional services under the Engagement Letter.

1. Scope of application

1.1 The Parties to the legal relationship governing the provision of Services are JRZ and the Client. Such Services shall be understood to be provided solely and exclusively to the Client and may not be assigned by the Client to third parties or used by persons other than the Client, without the prior express written authorization of JRZ.

1.2 The holder of the legal relationship with the Client is JRZ, on which are conferred all the rights and obligations specific to the performance of the professional activity, regardless of the participation of the specific professionals and employees through whom the Services are provided. JRZ accepts full liability with respect to the Services provided in its name by JRZ' professionals or employees.

2. Services

2.1 JRZ shall provide the Client with the Services specified in the Engagement Letter issued for each specific engagement or case. Any amendment to the Engagement Letter shall be agreed in writing by JRZ and the Client and placed on written record.

2.2 Any decision regarding the performance, monitoring or implementation of any advisory services, counseling, opinions or recommendations provided by JRZ within the context of the Services is at the sole discretion of the Client, which adopts such decision at its responsibility.

3. Involvement of other professionals unrelated to JRZ

3.1 Unless expressly provided otherwise, the Services shall be confined exclusively to Mexican law.

3.2 In the event of involvement of firms not belonging to JRZ or other external advisers unrelated to JRZ (the "External Professionals"), unless expressly provided otherwise: (i) the involvement of JRZ in the case in question shall be limited to activities of coordination of and contact with the External Professionals; (ii) the professional services relationship shall be established directly between the Client and each of the External Professionals; (iii) JRZ' fees shall be independent of those of the External Professionals, and (iv) JRZ shall assume no liability whatsoever for any advisory services provided to the Client by the External Professionals.

4. Engagement team

Notwithstanding any specification in the Engagement Letter of the professionals or employees assigned to the Client or engagement in question, JRZ may, where it deems fit or where necessary according to the needs of the Client or matter, replace any of such professionals or employees or modify the number of professionals or employees assigned to the Client or engagement.

5. Fees and expenses

5.1 The fees for the provision of the Services to the Client shall be those established in the Engagement Letter, in line with the quantification methods established therein.

5.2 Unless specified otherwise, the estimated or budgeted fees are stated net of VAT and of any other such indirect taxes as may be applicable, which shall be included in the invoice as separate items.

5.3 The fee amount does not include any such reasonable out-of-pocket expenses as may be incurred by JRZ in the provision of the Services, which must be reimbursed by the Client.

5.4 Any services other than the Services which are complementary thereto (such as, inter alia, notaries, registries, publications in official journals or gazettes, among others) shall be arranged and paid directly by the Client. Notwithstanding the above, such services may be arranged and paid for by JRZ on behalf of the Client, where the Client so requests and provided that, at the request of JRZ, the Client has provided the relevant funds beforehand. Under no circumstances shall JRZ be obliged to advance or provide funds to the Client or make payments on behalf of the Client in respect of any expenses, services or disbursements not previously agreed on and on the conditions referred to above.

5.5 Any retainers paid or deposits made by the Client shall be allocated by JRZ to pay amounts on behalf of the Client. The Client expressly authorizes JRZ, subject to prior notice to the Client, to use the retainer paid or deposit made by the Client to pay any such amount as may be owed to JRZ in respect of fees or expenses, where such amount is net, due and payable.

5.6 The fees and expenses must be settled even where the transaction or case to which the Services refer is not completed successfully.

5.7 The Client's obligation to pay the fees and expenses to JRZ is separate from any right to which the Client may be entitled with respect to third parties in relation to the Services provided. Thus, among other potential circumstances, in litigation-related or court matters, any order to pay costs to the other party does not exempt or release the Client from paying JRZ the relevant fees and expenses.

6. Billing and payment

6.1 Unless the parties expressly agree otherwise, the invoices issued by JRZ shall be payable on demand, in the currency and on the terms and conditions they contain, and JRZ reserves the right to charge late-payment interest in the event of any delay in payment of the invoices with respect to their due date.

6.2 Any objection on the part of the Client in relation to an invoice must be sent to the JRZ partner in charge of the engagement as soon as possible and, in such case, the portion of the invoice in relation to which there is no objection shall be payable.

6.3 In the event of any advance or pre-payments made by the Client pursuant to the Engagement Letter, where, for any reason, there is a surplus in favor of the Client on termination of the Services, JRZ shall immediately repay such surplus, in line with the Client's instructions for such purpose.

6.4 In the event of the failure to pay an invoice, JRZ, upon giving written notice and pursuant to the professional regulations and code of ethics governing its activity, may suspend any Services provided to the Client, without such circumstance entitling the Client to make any claim or complaint for such suspension or for any such damage as may derive from such suspension. For as long as such situation of non-payment is maintained and subject to the provisions of the governing professional regulations or code of ethics, JRZ may exercise the right

to retain any such documents of the Client as may have been prepared by or with the participation of JRZ that may be in its possession at such time.

6.5 Where the Client requests the provision of Services for companies under its control or for any other third parties, or in other circumstances in which the legal costs are borne by third parties, JRZ shall directly invoice the entity indicated, although the Client shall bear liability for the payment of any amount not settled on the due date.

7. Information, documentation and confidentiality

7.1 JRZ shall request from the Client all the information and documentation that, in its opinion, is required for the proper and efficient provision of the Services. The information and documentation shall be sent by the Client to JRZ by the means deemed most appropriate. The Client represents and warrants that it is duly authorized and empowered to send the documentation and information it provides to JRZ and shall hold JRZ harmless from and against any third-party claim due to access to the information or documentation sent by the Client or at its request.

7.2 JRZ shall not be liable under any circumstances for any consequences that may arise for the Client from having sent JRZ any inaccurate, inexact or incomplete information or documentation.

7.3 JRZ undertakes to safeguard the confidentiality of all information and documentation received from the Client that is not in the public domain and may only disclose such information and documentation with the authorization of the Client or where ordered to do so by any administrative or court authority or an authority legally authorized for such purpose. Where JRZ outsources word processing, photocopying, translation or any other type of service to providers, it shall safeguard the confidentiality of the Client's information and documentation, ensuring that the relevant providers acknowledge such confidentiality obligation.

7.4 JRZ' duty of confidentiality with respect to the information and documentation received from the Client shall not apply in respect of the representatives and contact persons of the Client itself or of other professional advisers of the Client participating in the same engagement, unless the Client establishes any prior directions or restrictions to the contrary.

7.5 On termination of the provision of Services, JRZ shall return to the Client all such original documentation as may be in its possession in relation to such Services or the specific case to which the Services refer, subject to prior notification from the Client of the terms on which such return is to be carried out.

7.6 The Client authorizes JRZ to retain a copy of any information and documentation furnished by the Client in relation to the provision of the Services for the length of time it sees fit, subject to JRZ' duty of confidentiality. JRZ does not accept any obligation whatsoever to retain such copies for a specific period of time, and may destroy its files without requiring any authorization whatsoever. If the Client needs JRZ to preserve its files, it must expressly so request and shall assume any supplementary costs that JRZ may incur in respect of maintaining and accessing the files and sending documents.

7.7 Unless expressly indicated otherwise by the Client, the Client authorizes JRZ to make public its involvement in the provision of the Services to the Client, provided no confidential information is disclosed.

8. Communications

8.1 The Client accepts unencrypted e-mails as a valid means for the flow and exchange of documentation and information and, in

general, as a channel of communication with JRZ for the provision of the Services. The Client exempts JRZ from any liability for the interception of or access to e-mails by unauthorized persons, as well as from any damage or losses that may be caused to the Client as a result of computer viruses, network failures or similar circumstances, unless such circumstance is attributable to JRZ.

8.2 By mutual agreement and with respect to any predefined documents or information of particular materiality or sensitivity that so require, the parties may establish additional security measures and procedures for the sending and exchange of information and documentation.

9. Conflicts of interest

9.1 JRZ provides services to a significant number of clients in different jurisdictions, in a very broad range of specialized fields and areas. JRZ has in place internal procedures to check and confirm potential conflicts of interest. Nonetheless, where the Client is aware of any circumstance that may, in its opinion, give rise to a situation of conflict of interest, it must notify JRZ immediately. Moreover, JRZ shall immediately inform the Client where it becomes aware of any conflicts of interest that may arise due to any circumstance, whether anticipated or not.

9.2 JRZ may act on behalf of any third party (even in the event that the interests of such third party are contrary to the interests of the Client, whether in or out of court), provided such services refer to cases or matters that bear no relation to the matters engaged by the Client from JRZ (and even where this may entail acting against the Client itself or against any other entity in which it has an interest), without there being any conflict of interest in such circumstance preventing JRZ from accepting and performing such engagements in favor of third parties, except in those cases in which, pursuant to the professional regulations or code of ethics governing JRZ' activity, this proves impossible.

10. Statutory compliance

10.1 Pursuant to the legislation in force on prevention and identification of money laundering transactions, JRZ is subject to obligations to check the identity of the Client and its operations and activities. The Client undertakes to provide JRZ, completely and accurately, with all such information as may be necessary and required of it for such purposes (both from the Client itself and, as the case may be, from its shareholders, investors, directors, related persons, etc.) and expressly authorizes JRZ to take any steps towards confirmation that it deems appropriate in such connection. Where it fails to obtain the necessary information, JRZ shall be unable to provide the Services to the Client, without such circumstance giving rise to any type of liability for JRZ.

10.2 JRZ is also subject, on the terms as laid down by law, to the obligation to notify the Financial Intelligence Unit of the Ministry of Finance and Public Credit of any act or operation in relation to which there is any indication or certainty that it is related to money laundering or the use of resources from illicit sources, and must refrain from performing any operation where such circumstances come to light. JRZ shall not be liable to the Client for any such damage or loss as may be suffered by the Client as the result of JRZ' compliance with such statutory obligations.

11. Termination

11.1 The Client may deem the provision of Services to have been terminated at any time, without any need to plead any grounds in such connection.

11.2 Subject to compliance with the professional regulations or code of ethics regulating its activity, JRZ may terminate the provision of Services in progress (or reject the management of one or more specific cases) at any time, with reasonable advanced notice, due to loss of trust or ethical reasons or reasons of any other kind.

11.3 The Client shall, at all times, be obliged to pay the fees and expenses accrued to JRZ up to the date of termination of the Services.

11.4 On termination of the provision of the Service, JRZ shall be under no obligation to provide any additional service or furnish the Client with updated versions of the information, opinions, recommendations, counseling, or advisory services provided due to changes to the legislation or facts subsequent to that termination.

11.5 Unless JRZ and the Client agree otherwise, any access by the Client to the Website of the Service, in addition to the use of any IT connectivity programs licensed for such purposes and the sending of newsletters, round-ups and other commercial communications between the Client and JRZ, shall cease on the date of termination of the Services.

12. Liability

12.1 JRZ accepts full liability for the Services provided in its name by professionals or employees belonging to JRZ, be they partners, employees or consultants.

12.2 JRZ shall be liable to the Client for any such damage or loss as may be caused to the Client for reasons attributable to JRZ or its professionals or employees as a result of the willful misconduct or gross negligence of any of them. Other than in the above cases, the extent of JRZ' liability shall be governed by the terms of the relevant Engagement Letter. Under no circumstance shall JRZ be liable for any damage deriving from or caused, in whole or in part, by misrepresentation, concealment or any other conduct on the part of the Client that may be willful or negligent, or not performed in conformity with the principles of good faith, or for breaches arising for reasons outside of its reasonable control.

12.3 JRZ' liability shall be limited to direct damage (therefore excluding loss of profit, loss of business or reputational damage) actually caused to the Client.

12.4 JRZ' liability to the Client in relation to the Services is subject to a written claim sent by the Client, determining in sufficient detail the nature of the claim and the amount claimed, within not more than three (3) years from the date of termination of the provision of the Services, other than in the event of willful misconduct, in which case the statute of limitations shall apply.

12.5 JRZ' potential liability shall arise solely with respect to the Client. JRZ shall not be liable for any such damage as may be caused to third parties as the result of any use the Client may make of the Services outside their intended purpose, unless such use has been expressly authorized by JRZ, in which case JRZ' liability shall be brought into line with the terms and conditions agreed on for such purpose.

12.6 The Client undertakes not to induce any third party to file a claim against JRZ professionals or employees in relation to the services.

12.7 In the event of a claim by the Client against JRZ on any ground, where External Professionals or other persons or entities unrelated to JRZ act in the engagement forming the subject matter of the Services and may be held liable, JRZ' proportional liability to the Client may not be increased as a result of: (i) an agreement with another liable person limiting or exempting their liability; or (ii) the inability to obtain indemnification from another liable person.

12.8 Under no circumstances shall JRZ be deemed exempt from liability for acts or omissions where relief from liability is not available pursuant to the applicable legislation.

13. Privacy notice

13.1 Pursuant to the provisions of Federal Law on Protection of Personal Data held by Private Individuals, and its Regulations (jointly, the "Data Protection Legislation"), the signatory is hereby informed that the personal data it has provided to JRZ as a consequence of the acceptance of these Standard Terms and Conditions and the signing of the Engagement Letter as well as those data which may be obtained by JRZ in the future due to its professional relationship with the Client ("Signatory's Details") will be included in a database controlled by JRZ.

13.2 The Signatory's Details shall be processed for purposes of maintaining, developing, controlling and implementing the Client's professional relationship with JRZ within the context of the provision of the Services; reporting on the advisory services forming the subject matter of the Services in order to include them as JRZ credentials; carrying out billing tasks, clarification and monitoring payments; and sending information, publicity, communications and legal notices. On acceptance of the Engagement Letter, JRZ shall inform the Client of any other potential types of processing of the Signatory's Details that it may carry out, subject to the Client's consent. Additionally, any change shall be notified to the Client.

13.3 The Client may exercise the rights of access, rectification, cancellation and objection in respect of its personal data at any time by submitting a written request by post to JRZ, at Luz Saviñón 406, 502 A, Colonia Del Valle, Delegación Benito Juárez, C.P. 03100, Mexico City, or by sending an e-mail to the following address: contacto@jrz.com.mx, indicating and attaching in both cases (i) their name and address or another means of contacting them to reply to their request; (ii) a copy of an official document evidencing their identity or, as applicable, the identity of the legal representative, accompanied by a document evidencing its powers of representation; (iii) a clear and precise description of the personal data with respect to which they wish to exercise any of the rights of access, rectification, cancellation and objection; and (iv) any other item or document that may facilitate the location of the personal data. The Client shall have the right to restrict the use or disclosure of personal data that are not necessary for the provision of the Services using the means indicated in the preceding paragraph.

13.4 In the context of the provision of the Services under the Engagement Letter, JRZ may need to have access to personal data held by the Client (the "Data"), in which case JRZ will act as the data processor. In such case, JRZ undertakes and agrees:

- (i) only to process the personal data in line with the instructions of the data controller;
- (ii) to refrain from processing the personal data for purposes other than those instructed by the data controller;
- (iii) to maintain confidentiality with respect to the personal data processed;
- (iv) to refrain from transferring the personal data, save where so determined by the data controller, where the disclosure derives from an instance of outsourcing, or where so required by the competent authority;
- (v) to implement the security measures in accordance with the Data Protection Legislation and other applicable provisions; and
- (vi) to erase the personal data processed once the legal relationship with the data controller has been terminated or at the

instructions of the data controller, provided that there is no legal provision requiring the storage of personal data.

13.5 The Client has been informed and expressly authorizes JRZ:

(i) to allow access to the Data by any companies providing management and technical support services to JRZ, to the extent that such access proves essential for the performance by JRZ of the Services; and

(ii) to subcontract all or part of the Services to JRZ Group companies or any third party, where deemed necessary for the provision of the Services, in which cases JRZ would act for and on behalf of the Client, solely for the purposes of the Data Protection Legislation.

Any processing of the Data performed by any subcontractor shall be performed in compliance with the Client’s instructions and JRZ shall execute the relevant services contract with each such subcontractor, as provided in the Data Protection Legislation.

14. Intellectual Property

14.1 The copyright and IP rights in the documentation created and in the original ideas conceived as a result of the provision of the Services shall be held by JRZ.

14.2 The Client may utilize, exclusively for its own use, all the documentation created by JRZ as a result of the provision of the Services, and may not distribute such documentation or provide access thereto to other persons other than the Client, without the express prior written consent of JRZ.

15. Entire Agreement

15.1 These Standard Terms and Conditions replace and render null and void any earlier agreement between the Client and JRZ. Unless provided otherwise by the Client and JRZ, these terms and conditions represent the entire agreement reached by the parties in relation to the professional services engaged, and shall generally be supplemented by one or more Engagement Letters which, among other elements, shall include the specific services to be provided, the team responsible for doing so and the relevant fees.

15.2 Unless provided otherwise, these Standard Terms and Conditions shall apply to any future engagement made by the Client to JRZ.

15.3 JRZ shall not be obliged to commence the provision of the Services until it has received a copy of the Engagement Letter and of these Standard Terms and Conditions signed by the Client for its files and payment of the fees linked to acceptance of the Engagement Letter has been made, on the terms provided for therein. The sending of any instructions to JRZ from the Client shall be construed as a tacit acceptance of these Standard Terms and Conditions.

15.4 Should it be determined that any of these terms and conditions are null and void, none of the remaining terms and conditions shall be affected thereby, and they shall remain in full force and effect.

16. Amendments

JRZ may amend these Standard Terms and Conditions at any time, provided that such amendments have been notified to the Client and a period of 21 calendar days has passed without there having been any written objection from the Client during such period. For the avoidance of doubt, the Client shall be deemed to have accepted the amendments if, in that period, the Client does not make any written objection in that connection.

17. Governing law. Jurisdiction

17.1 The relationship between the Client and JRZ is expressly subject to Mexican law.

17.2 In order to hear any such disputes or claims as may arise over the interpretation or performance of the legal relationship between the Client and JRZ, the two parties, with an express waiver of any other jurisdiction to which they may be entitled and notwithstanding the mandatory provisions on jurisdiction, voluntarily submit to the courts and tribunals of Mexico City.

I have read, understood and accepted these standard terms and conditions.

Signed:

Date: