

**FIRST. Purpose.** In virtue of this document, Provider (*as such term is defined in the Cover sheet hereto*) agrees to render to Client (*as such term is defined in the Cover sheet hereto*) the services and/or to sell and transfer to Client the goods, as applicable, according to the characteristics, terms, scope, and conditions described in the Cover sheet hereto and/or in the exhibit(s) of this instrument, as applicable, provided that the Cover sheet of this instrument and/or its exhibits(s) shall be an integral part hereof and shall be incorporated by reference hereto.

The services or goods, as applicable, shall meet the quality standards required by Client, or if no standards were established, they shall be of the best quality in market terms.

In the event of sales and transfer of goods, Provider represents and warrants that it is the sole and beneficial owner of each and all goods subject hereof.

**SECOND. Consideration and Payment Method.** As consideration for the sale and transfer of the goods and/or the services to be rendered, as applicable, Client shall pay Provider the consideration agreed to in the Cover sheet hereto and/or in the exhibit(s) hereof, under the terms and conditions established in the Cover sheet hereto and/or in the exhibit(s) hereof, as applicable, to the extent that such goods are delivered directly at the address of Client set forth in the Cover sheet hereto (*or at any other address expressly established by Client*) or under the INCOTERM (*International Commerce Terms*) agreed by the Parties and established in the Cover sheet of this Purchase Order, or the services provided to Client under the terms and conditions established in the Cover sheet hereto and/or in the exhibit(s) hereof, as applicable, to Client's satisfaction.

Client shall pay the relevant consideration in (i) Pesos, legal currency in Mexico; or (ii) in the event the consideration has been calculated in Euros, legal currency of the Eurozone, in a foreign currency, or in Dollars, legal currency of the United States of America, Client may opt to pay the relevant amount in Pesos, legal currency in Mexico, at the exchange rate established by the Bank of Mexico through a publication in the Federal Official Gazette on the business day immediately before such of the applicable payment; whether through a check to the Provider at Client's address set forth in the Cover sheet hereto (*or at any other address expressly established by Client*) or through an electronic wire transfer of immediately available funds to the bank account of Provider as established by Provider for said purposes; in both cases, within 45 (*forty-five*) days as of the date on which Provider's invoice is entered into Client's system, for which purpose the invoice shall meet all applicable tax requirements at Client's satisfaction, provided that Client makes all payments to its providers (including, but not limited to, Provider) only once a week. Being understood and accepted that the relevant payment for each and all goods and/or services purpose of this instrument shall not imply the acceptance of the relevant goods and/or services, as applicable.

All taxes and contributions generated or derived from the payment of the applicable consideration shall be paid and/or retained and remitted by the Party required thereto under the applicable tax laws.

The Parties agree that Client shall not be required to comply with any obligation established hereunder, the Cover sheet hereto or in the exhibit(s), as applicable, in the event Provider is in default regarding any of its obligations established therein.

**THIRD. Goods and/or Services Warranties.** Provider guarantees Client, for all applicable legal effects, the quality of the goods and/or services, as applicable, during the warranty period established in the Cover sheet hereto and/or in the exhibit(s) hereof and, if no express provision is contained in connection thereto, during a 12 (*twelve*) month-period as of the date on which the relevant goods are delivered and/or the services are rendered (*the "Guaranty Period"*). Provider further warrants that the goods sold to Client and/or the services rendered to Client, as applicable, do not violate any third-party rights; thus, Provider warrants the peaceful and continuous use of said goods and/or services, as applicable, to Client, and agrees to compensate and hold Client harmless pursuant to the provisions further below. In the event Client provides Provider a written notice regarding any inconformity covered by the above-mentioned warranty during the Warranty Period, Provider shall, within 10 (ten) business days as of the effective date of the notification: (i) cure said breach; or (ii) substitute the goods and/or services; per Client's request, at no additional cost to Client.

Provider commits to render the services with the uttermost diligence and quality, as well as to abide by all provisions established in the applicable laws and any rules recommended by science and technique, thus, committing to follow the instructions on the matter given by Client. The services shall be made to the satisfaction of Client, who reserves the right to reject, modify and/or cancel partially or totally the services at any time, at its sole discretion. Additionally, Provider agrees, during the effectiveness hereof, not to enter into any agreement that disallows the provision of the services.

**FOURTH. Breach by Provider.** In the event of any delay in the provision of the services and/or in the sale, transfer, and delivery of the goods subject to this instrument, as applicable, Provider shall pay Client as liquidated damages, an amount equal to 0.5% (*half percent*) of the relevant consideration, per each week of delay, which shall be paid by Provider on a weekly basis, at Client's option: (i) directly by Provider through a check or electronic wire transfer of immediately available funds to the account established by Client for such purposes, (ii) through a discount made by Client to future payments on its behalf derived from this instrument, through the operation of compensation, without requiring Provider's authorization, who hereby authorizes Client, for all applicable legal effects, that Provider may compensate any debt to its favor as provided in this item (ii), or (iii) through the documentation of one or more credit notes in favor of Client.

In addition to the provisions of the immediately above paragraph, in the event of breach by Provider its obligations undertaken hereunder, in the Cover sheet hereto and/or in the exhibit(s) hereof, Client shall be entitled to claim the specific performance of the obligations to be performed by Provider, or the termination (including the Cover sheet hereto and/or at the exhibit(s) hereof), and in both cases, the payment of damages.

**FIFTH. Provider Indemnity.** Provider hereby expressly and irrevocably agrees to indemnify and hold Client harmless, as well as Client's affiliates, subsidiaries, and legal entities conforming and part of the same corporate group to which Client belongs, including their relevant shareholders, members, directors, attorneys-in-fact, officers, employees, counsel, and subcontractors, from any action, claim, suit, arbitration, court order, award, procedure, lost profit, loss, damage, contribution, liquidated damages, fine, charge, surcharge, intestate, seizure, cost, and expense, including legal and/or expert fees and court or arbitration costs that may be generated or derive from any matter related to: (i) breach by Provider to any obligation undertaken hereunder (including, but not limited to, any obligation and responsibility undertaken per Clause Sixth hereof); and/or (ii) any act or omission by Provider, its personnel, or any third party other than Client.

The provisions in the preceding paragraph shall remain effective during the relevant statute of limitations period.

**SIXTH. Relationship Between the Parties.** For everything related to the provision of the services and/or sale and transfer of the goods, as applicable, Provider shall be considered as an independent contractor and not an employee of Client, and no employee of Provider shall be authorized to receive any compensation, benefit, or any other payment paid to employees of Client. Provider shall be solely responsible for all taxes and expenses derived from the independent contractor and labor

relationship between Provider and its personnel and from the service provision hereunder, as well as of all employer obligations and responsibilities for tax, labor, and social security matters, including, but not limited to, registrations, de-registrations, contributions, and retentions from amortizations from housing credits granted to Provider's workers by the Workers' National Housing Fund Institute (*Instituto del Fondo Nacional de la Vivienda*), as well as for the credits granted to Provider's workers by Fonacot (*Workers' Development Promotion and Guaranty Fund*) (*Fondo de Fomento y Garantía para el Desarrollo de los Trabajadores*) and for the obligations generated before the Mexican Institute of Social Security (*Instituto Mexicano del Seguro Social*) and with the workers and those related to Retirement Savings, thus representing that it has enough funds to perform said obligations and responsibilities; therefore, Provider agrees to compensate and hold Client harmless under the terms established in Clause Fifth hereof.

Additionally, Provider agrees to deliver to Client, on a monthly basis, or under any other such periodicity as requested by Client from time to time: a (i) simple copy of all documentation evidencing the total performance by Provider of each of such obligations, and (ii) a list of employees of Provider that have rendered services on behalf and as per instruction of Provider, during the immediately preceding month (or any other period), including, at least, the full name of such employees, their registration number before the Mexican Institute of Social Security, and any other information, on a timely basis and as determined by Client, unilaterally, and whose purpose is to ensure performance by Provider of the obligations referred to in this clause, provided that the obligations of Provider established in this paragraph shall be applicable as well to workers of its subcontractor as long as such subcontracting is expressly approved by Client in writing.

**SEVENTH. Acts of God or Force Majeure.** Neither party shall be responsible for any breach or delay in the performance of their non-financial obligations, as long as such breach or delay is caused, directly or indirectly, by an event beyond the control of Provider or Client, whichever entity breaches (*a "Breaching Party"*), such as acts of terrorism, earthquakes, floods, fires, epidemics, explosions, riots, civil unrest, war, armed conflict (irrespective of the existence of an official declaration of war or an official declaration regarding the existence of a war), invasion, intervention of military forces, rebellions or revolutions, or as a consequence of any other cause or similar nature beyond the control of the parties and that disallows, obstructs, or delays performance of the obligations of either party. If said circumstance arises, the breach or delay shall be considered as an Act of God or Force Majeure (*"Act of God or Force Majeure"*). The Breaching Party shall be released from performing its obligations affected by the Act of God or Force Majeure as long as the circumstances that caused the same prevail and reasonable commercial efforts are made to perform its obligations. Provider expressly accepts that, in the event any Act of God or Force Majeure substantially disallows, obstructs, or delays performance of its obligations for over 10 (ten) consecutive calendar days, Client, under no responsibility whatsoever, may early terminate this instrument through a written notice to Provider, and Client shall only be required to pay Provider for all the services performed or goods delivered at the time of such termination within a term not exceeding 15 (fifteen) business days as of the termination date. Except as provided in this section, each party shall continue performing their relevant obligations during the existence of an Act of God or Force Majeure.

**EIGHT. Assignment.** It is expressly agreed by the parties that Provider may not assign or transfer, partially or totally, the rights and obligations derived from this instrument without the prior written consent by Client. Additionally, Client may assign totally or partially the rights and obligations under this Purchase Order at any time and under no need of approval by Provider.

**NINTH. Confidentiality.** The parties agree to keep confidentiality about this instrument and all information and documentation received by the other party in connection hereto, and to not disclose to third parties without the written consent from the owner of such information. The confidentiality obligation established herein will not apply regarding information: (i) currently or thereafter of the public domain; (ii) under legal possession by the receiving party before receiving the confidential information by the disclosing party; (iii) revealed to the receiving party by a third party under no confidentiality obligation regarding the confidential information; and/or developed independently by the receiving party without the use or benefit of the confidential information. Either party shall be authorized to reveal confidential information if required by a governmental authority through a jurisdictional or administrative order or if required to disclose under the applicable laws, provided that the parties shall mutually discuss in good faith the nature and scope of such disclosure. The obligations contained in this section shall remain in full force for the 3 (three) years following termination, for any cause, of this instrument.

**TENTH. Term and Early Termination:** This instrument shall be effective for the term and/or the fulfillment of the requirements established in the Cover sheet hereto and/or in its exhibit(s) which are part of this instrument and are incorporated by reference hereto.

In the event of any breach by Provider, Client shall be authorized to terminate this Agreement, under no responsibility whatsoever, through a mere written notice delivered at Provider's address, with at least a 15 (*fifteen*) calendar days-notice prior to the effective early termination date, under no need of a jurisdictional resolution and without incurring in any liability whatsoever.

**ELEVENTH. Anti-Corruption.** The Parties hereto acknowledge that Client enter into this instrument and carries out the activities contained therein under strict compliance of the applicable anti-corruption laws and regulations, including: (i) the applicable domestic laws; (ii) the United States of America's Foreign Corrupt Practices Act or "FCPA", (iii) the UK Bribery Act.

In compliance with the obligations on behalf of Provider, Provider represents, warrants and accepts that, in connection with the performance of its role, it shall refrain from making any payment, whether in cash or any other valuable item, to: (1) any government official, (2) any foreign political party, (3) any candidate for a foreign political office, or (4) any other person or entity, knowing that said payment, offer, or payment promise shall be made to any person with a government position with the purpose of influencing said government official to take one or more business decisions in favor of Client, Provider or both. Provider additionally represents under oath that no government official is a manager, owner, officer, employee, or agent in any entity in which Provider has any interest, and no government official has any material financial interest in Provider's business. In the event of any breach by Provider to any representation, warranty or covenant contained in this Clause, Client may, at its sole discretion, additionally to any other relief under the laws in effect, immediately terminate this Purchase Order without requiring prior notice or compensation and Provider shall bear and pay for direct and indirect damages and lost profits that may be caused to Client as a consequence of such breach.

The parties hereto acknowledge and agree that: (i) in connection with this instrument, they have not received, accepted, used, nor will receive, accept or use, any valuable item in violation to the applicable anti-corruption laws and regulations and (ii) no compensation derived from the performance hereof has been used or will be used to pay any bribery or to make any other unlawful corrupt payment, to any public official or political party in violation to the anti-corruption laws and regulations.

**TWELFTH. Code of Conduct.** Provider fully agree with the "*Vendors' Code of Conduct*" and Sustainability Guidelines of Client located at: <http://www.cbrands.com/investors/corporate-governance>

THIRTEENTH. Cover and Exhibits. The parties agree that the Cover sheet hereto and the exhibit(s) of this instrument are an integral part of the latter, and shall be incorporated by reference hereto.

FOURTEENTH. Agreement executed by the Parties. In the event the Parties have entered into or enter into a written Contract or Agreement (*signed by their legal representatives*), detailing and establishing the covenants, rights, and obligations directly related to this Purchase/Service Order, the Parties agree that at all times, the Agreement executed by the Parties regarding this Purchase/Service Order shall prevail, in the event of any dispute and/or inconsistency between both legal documents.

FIFTEENTH. Addresses and Notices. Client represents that its address to receive any notice in connection with this instrument is such established in the Cover sheet hereto, with a mandatory copy to: Legal Representative of the company on behalf of Client, located at Mario Pani No.400, 6<sup>th</sup> floor, Col. Santa Fe, Del. Cuajimalpa, C.P. 05348, in Mexico City, Mexico. Provider represents for the same purposes the address appearing in the Cover sheet hereto. Any communication and notice to be delivered hereunder shall be delivered personally, or sent through prepaid certified mail or through a specialized courier service, with acknowledgement of receipt, at the address of each of the parties mentioned in this clause, except in the event the other party has irrefutably communicated another address in writing. In the event any of the parties changes its address, the same shall advise the other in writing 5 (*five*) days prior to the effective address change.

SIXTEENTH. Jurisdiction and Governing Law. The Parties agree to submit to the federal courts of Mexico City under the laws and regulations applicable in the United Mexican States, expressly waiving any other venue to which they may be entitled due to their current or future domiciles, or otherwise.

SEVENTEENTH. Entire Agreement. The parties agree that this instrument is the entire agreement between the Parties in connection with the provisions contained in the same, and shall prevail over any other prior oral or written agreement executed by the Parties in connection with this instrument, except as provided and agreed to by the Parties in Clause Fourteenth hereof.

In the event of any dispute between the provisions established in: (i) this instrument and its exhibit(s); and (ii) the Cover sheet hereto; the provisions established in the Cover sheet shall prevail.

We received this order being fully aware of its conditions, terms, and specifications.

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**Name and Signature (Legal Representative of PROVIDER)**

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**Name and Signature (Legal Representative)**

*\*NOTHING HAS BEEN WRITTEN OR AGREED TO BETWEEN THE PARTIES UNDER THIS LINE\*.*