

## Terms and Conditions Applicable to Purchase Orders

Unless JPM and the person whose name appears on the cover page of this Purchase Order (the "Supplier"), have entered, prior to this date, into a master agreement or a specific contract in respect to the transactions contemplated in this Purchase Order, the supply of goods, products or merchandise (the "Products") or, if applicable, the provision of services (the "Services") contemplated hereunder by Supplier shall be subject to the following Terms and Conditions. The terms Products and Services may collectively be referred to as the "**Deliverables.**" Upon acknowledgment of receipt of this Purchase Order by Supplier, whether by electronic means or in any other form evidencing its acceptance, Supplier agrees to abide by the following Terms and Conditions. For purposes of this Purchase Order, "JPM" shall mean either an Affiliate of J.P. Morgan Grupo Financiero, S.A. de C.V. or JPMorgan Chase & Co. as the case may be. The term "Affiliate" means, in regards to any party, any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled, or is under common control of such party.

1. Invoicing. Supplier shall issue the invoice corresponding to this Purchase Order once the Products and/or Services contemplated hereunder have been delivered or rendered, as applicable, in accordance with the specifications detailed in this Purchase Order. All invoices shall contain the Purchase Order number, a detailed description of the relevant Products and/or Services, and shall comply with any other requirements set forth in the Mexican Federal Tax Code and other applicable regulations.

Invoices shall be issued in accordance with the invoicing instructions specified in the cover letter of this Purchase Order. If Supplier announces a reduction in the price for any Products or Services before Products have been shipped or Services have been completed, the new price will automatically apply and JPM will be invoiced accordingly.

2. Review and Payment of Invoices. **Invoices issued in Mexico** shall be delivered for review and approval through the "Interfactura" portal and the email address from the person that received the goods/services within JPM should be included at the portal. If your company is not registered at Interfactura please contact [validadorjpmorgan@interfactura.com](mailto:validadorjpmorgan@interfactura.com) to receive instructions for registration. **Invoices issued outside Mexico** shall be sent to the following email address: [mx.proc.op.invoices@jpmorgan.com](mailto:mx.proc.op.invoices@jpmorgan.com). JPM shall pay all invoices within 30 (thirty) calendar days following receipt by JPM of a valid invoice, in accordance with the provisions of Clause 1 above, provided that the Products and/or Services shall have been delivered or rendered, as applicable, to the satisfaction of JPM. JPM shall pay invoices in accordance with the prior written instructions of Supplier.

3. Product Delivery. Supplier shall deliver the Products to JPM at its offices located at Paseo de las Palmas No.405, Floor 15, Lomas de Chapultepec, México, D.F., 11000, from Monday through Friday, from 9:00 am until 14:00 hours, on the delivery dates agreed upon by JPM and the Supplier. JPM shall not be obligated to receive merchandise if not delivered within such delivery time. Upon delivery of the Products to JPM, JPM shall acquire title thereto.

4. Shipment and Delivery Expenses. Unless otherwise agreed in writing by JPM and Supplier, all delivery costs and expenses of the Products and Services shall be borne by Supplier, including without limitation, any travel, shipping, handling and storage expenses, and all costs related to the insurance that Supplier shall obtain in order to cover any risks related to the Products.

5. Documentation. Products furnished under this Purchase Order will include all documentation, such as operator/user manuals, training materials, guides, and Specifications, whether in writing, electronic means or otherwise (collectively "Documentation"). JPM will have the right to keep, modify, copy and internally distribute the Documentation, so long as JPM reproduces Supplier's copyright or similar proprietary notice as it appears in the Documentation.

6. Defective Products. JPM shall have the right to reject, without liability to JPM, any Products that do not comply with the specifications set forth in this Purchase Order or any other specifications agreed upon by JPM and Supplier (such products hereinafter, the "Defective Products"), in which case JPM may require Supplier to replace or repair the Defective Products within 5 (five) calendar days following notice in writing by JPM. All costs and expenses deriving from the repairs or replacements referred to in this Clause 6 shall be borne by Supplier, who shall reimburse JPM any payments received in consideration for the Faulty Products.

7. Modifications and Cancellations. Supplier hereby agrees that JPM may, at any time, upon written notice to Supplier, cancel or modify this Purchase Order. All changes or cancellations shall be deemed to be accepted by the Supplier unless Supplier notifies in writing its disagreement to JPM within 5 (five) business days after the date of receipt by the Supplier of the change notification. Any cancellation payments or reimbursements to JPM, as applicable, shall be mutually agreed by JPM and the Supplier based on the portion of work performed to the satisfaction of JPM as of the date of cancellation, the necessary expenses arising from the cancellation and the amounts previously paid by JPM.

8. Delays and Non-compliance. JPM may cancel this Purchase Order, without liability to JPM, in case of delays or non compliance by Supplier in the delivery of Products and/or the provision of Services. Notwithstanding the foregoing, Supplier shall be liable for any losses suffered by JPM as a result of such delay or non compliance.

9. Indemnity Obligations. Supplier agrees to defend, hold harmless and indemnify JPM and its Affiliates, including their respective officers, employees, directors and agents (jointly, the "Indemnified Parties"), from and against any claims, losses (*daños y perjuicios*), costs and obligations (jointly, the "Losses") arising from the provision of the Services and/or the supply of the Products hereunder or by the Supplier's failure to comply with its obligations hereunder or if the Products (including Documentation), Services or the use thereof, infringe, violate or misappropriate any patent, copyright, trademark, trade secret or other proprietary rights; provided that, the Supplier's obligations to indemnify set forth in this Clause 8 shall not be applicable in the case of Losses attributable to the willful misconduct (*dolo*), bad faith (*mala fe*) or gross negligence (*negligencia grave*) of the Indemnified Parties.

10. Confidentiality. Supplier acknowledges and agrees that in connection with to this Purchase Order, it may have access to certain information that may include but not be limited to documents, operation data, records, files, databases, formulas, software, models, images or any other similar instrument, which shall be of a confidential nature (the "Confidential Information"). Supplier shall not use the Confidential Information, except by the requirements of its obligations as per this Purchase Order. Supplier shall not disclose the Confidential Information to any third party without JPM's prior written consent. The terms and conditions and the existence of this Purchase Order shall be kept confidential by the Supplier. Supplier shall not use in any form whatsoever the name, trademark or proprietary indicia of JPM or its Affiliates, including, without limitation, in Supplier's customer lists or advertisements, press releases, brochures and other promotion materials.

11. Assignment; Subcontracting. The Supplier shall not assign, sell or pledge in favor of any third party, whether totally or partially, its rights and obligations hereunder or its rights and obligations deriving from the invoices issued in connection with this Purchase Order, without JPM's prior written consent. Any assignment that contravenes this Clause 11 shall be deemed to be null and void. Supplier shall not subcontract the supply of products or the provision of the Services hereunder without JPM's prior written consent.

12. Governing Law; Jurisdiction. This Purchase Order and the transactions contemplated hereunder shall be governed by the federal laws of the United Mexican States in effect from time to time. In connection with the interpretation and performance of these Terms and Conditions, JPM and Supplier irrevocably submit to the jurisdiction of the competent federal courts in Mexico City, Mexico, and waive any other venue that may correspond to them by virtue of their present and future domicile or otherwise.

13. Warranty. Supplier warrants that the Deliverables will conform to this Purchase Order's specifications, be of good material and workmanship, be free of defects and be fit for the use intended by JPM. Supplier further warrants that it will comply with all federal, state, and local laws and regulations applicable to the Products and/or Services and to the Supplier's performance of its obligations pursuant to this Terms and Conditions and any Purchase Order.

14. Taxes. The purchase price included in this Purchase Order does not include the Value Added Tax (if applicable), in the understanding that such Value Added Tax will be paid by JPM once the respective invoice is issued.

15. The terms and conditions of this Purchase Order will govern in the event of a conflict with the terms of Supplier's proposal, quotation or Purchase Order acknowledgement.

16. Data Privacy. Privacy and Personal Data. In case the Supplier is considered as an Individual by the Mexican Federal Law of Data Privacy (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*) the "Privacy Law") herein the Supplier agrees to authorize JPM the use, access, treatment, transfer, storage and disclosure of its personal information "Personal Data" as defined by the Privacy Law. According to the aforementioned, JPM will be able to share its Personal Data with: (i) affiliates, subsidiaries and/or related JPM entities; (ii) in order to comply with legal and regulatory requirements or

information requested by authorities, to safeguard public interest or justice per a court/judicial order or as specified by any law; or (iii) third parties when considered necessary by JPM in order to perform activities related to this Contract. The Supplier will be able at any moment to (i) access to its Personal Data in possession of JPM, (ii) rectify them when deemed incomplete or incorrect, inadequate or excessive, as long as it is not impossible or requires disproportionate measures, (iii) Oppose to the treatment of its Personal Data by legitimate cause, and (iv) cancel them, except when it could be detrimental to the rights or interest of third parties or in the cases provide by the law and regulation. The Supplier will be able to exercise its rights to Access, Rectify, Cancel and Oppose its Personal Data using the procedure described at the Privacy Notice available at JPM website Mexico <https://www.jpmorgan.com/country/mx/es/disclosures> section "Avisos Privacidad/ Aviso de Privacidad Proveedores Personas-Físicas", it can also be requested by email to [privacidad.datos@jpmorgan.com](mailto:privacidad.datos@jpmorgan.com) or by written letter to the following address: Paseo de las palmas No. 405, Piso 21, Col. Lomas de Chapultepec, Ciudad de México, México, C.P. 11000.

17 **Supplier Code of Conduct**

Please visit the follow link

<https://www.jpmorganchase.com/content/dam/jpmc/jpmorgan-chase-and-co/documents/Supplier-Code-of-Conduct.pdf>