



TERMS AND CONDITIONS

aklara factoring PLATFORM.

Terms used with initial capital letters, whether referred to in the singular or plural and/or in the masculine or feminine, which are not defined herein, shall have the meanings ascribed to them in i) the Global Agreement and its Annexes (the "Agreement"), and ii) the Conditions of Use located under such name at www.aklara.com (the "Conditions of Use"), which will be equally applicable to the singular or plural of said terms. In the event of inconsistency or contradiction between the terms used in the Contract and the Conditions of Use, the terms indicated in the Contract will prevail.

The purpose of this document (the "Terms and Conditions") of the platform available at <https://www.aklara.com/aqua/> (the "aklara factoring Platform") is to establish the Terms and Conditions through which (i) aklara, from time to time, will allow Participants access to the aklara factoring Platform, and will facilitate the design, execution, monitoring and conclusion of the Auctions on the aklara factoring Platform; (ii) Suppliers may request Auctions to offer in factoring under different modalities, full ownership, free of all encumbrances and domain limitations, of Collection Rights, covered by Documents of their property, duly issued in accordance with the applicable Mexican legislation, related to the provision of goods, services or both, by the Suppliers, to the Debtors of the Documents, under the premise that if at least one Bid is received, the Auction will be awarded and the Supplier will be obliged to transmit the Documents and their corresponding Collection Rights to the Winning Bidder, subject to payment of the corresponding Acquisition Price in accordance with the Auction Bases, which must be in cash, and identified in Annex B that is signed; and (iii) Bidders interested in placing Bids within the corresponding Auction may do so, under the premise that the Bidder who makes the most competitive Bid will be awarded the Auction in question as the Winning Bidder and will be transmitted the Documents and their corresponding Collection Rights, upon payment of the corresponding Acquisition Price in accordance with the Auction Bases, which must be in cash, and identified in Annex B that is signed.

All Participants involved in the Auction process state that they have read, understood, and accepted all the Terms and Conditions, prior to their registration as "Participants" within the aklara factoring Platform, for which they grant their consent to be bound by the same. Likewise, when a Participant registers on the aklara factoring Platform and makes use of it, he or she will be accepting these Terms and Conditions. There will be Access Data for the use of the aklara factoring Platform for each of the Participants, which will allow the identification of the Participant in the use of it and will act as their Electronic Signature, whose safekeeping and custody will be, as stated below, the sole responsibility of each Participant.

The acceptance of these Terms and Conditions, which are mandatory and binding for all parties, is an essential requirement for any person who intends to use the aklara factoring Platform and to participate in the Auctions.

If you do not accept these Terms and Conditions, access to the aklara factoring Platform will not be permitted.

Likewise, the Participants acknowledge that they may sign the documents necessary for the use of the aklara factoring Platform and the operations they carry out through it, by means of an Electronic Signature, as established from moment to moment on the aklara factoring Platform, and in the absence of this in the Contract, the Participants recognizing at all times the validity of said signatures as proof of their acceptance of the terms contained therein.

The processing of personal data provided by Participants to aklara is governed by the provisions of the aklara Privacy Notice, which is available for consultation on the website www.aklara.com.

The Participant will at all times have the right to cancel their personal data, as well as to oppose their processing or revoke the consent that they have granted to aklara for a specific purpose, as long as no obligations have been generated arising from a legal relationship between the parties.

I. Acceptance of Terms and Conditions.

By accepting this Document, the Participant accepts that he or she has read, understood, and expressly consents to these Terms and Conditions. aklara reserves the right to modify and/or update, at any time, the Terms and Conditions, which will have to be accepted electronically by the Participants in order to continue using the aklara factoring Platform, and will be considered integrated into this Document, replacing its current text, without the need to modify the Contract or this Document.

In relation to the above, by accessing the aklara factoring Platform, the Participant accepts that he or she has read, understood, and expressly consents to these Terms and Conditions. If the Participant does not agree to be bound by these Terms and Conditions, he or she will not be able to access the aklara factoring Platform or participate in the Auctions.

aklara may take any legal action against a Participant for any breach of these Terms and Conditions or the Contract, as well as suspend or disqualify a Participant with respect to any other Auction whether carried out directly or indirectly.

The Participant's acceptance of these Terms and Conditions constitutes an agreement between aklara and the Participant regarding access and use of the aklara factoring Platform and the mechanics in which the Auctions will be carried out.

In order for the Participant to participate in the Auctions, it is necessary to register as a Participant, in accordance with the provisions of these Terms and Conditions.

The registration of any Participant is subject to validation and acceptance by aklara, who shall confirm that the prospective Participant has complied with all the requirements set forth in these Terms and Conditions and, therefore, may have the quality of Participant. Once a Participant status is obtained, the parties acknowledge and accept that aklara reserves the right to cancel the registration of any Participant under the terms established in the Contract and its Annexes, including these Terms and Conditions.

II. Participant Registration.

The use of the aklara factoring Platform for participation in Auctions is only available, after execution of the Contract and its Annexes, to (i) corporations validly incorporated and existing in accordance with the laws of Mexico, whose corporate purpose allows them to carry out all the type of operations and celebrate all types of legal acts contemplated in the Contract duly represented and with legal capacity to contract; (ii) corporations validly incorporated abroad; abroad being understood as any country other than the United Mexican States, whose existence and legal representation can be accredited in Mexico in accordance with the applicable legislation and mechanisms, in addition to having a corporate purpose that allows them to carry out all types of operations. and celebrate all types of legal acts contemplated in the Contract, and not having any impediment to contract; and (iii) natural persons, national or foreign, of legal age, with full capacity to bind themselves and, where applicable, duly registered in the Federal Taxpayer Registry ("RFC") of the Tax Administration Service, of the Ministry of Finance. and Public Credit, who have a valid Advanced Electronic Signature ([e.firma](#)).

For the purposes of clarity, the following may not be able to participate in the Auctions or make use of the aklara factoring Platform:

- Persons who do not have the capacity to contract;
- Individuals of Mexican nationality who do not have a valid RFC and e.firma;
- Minors;
- Participants who, in accordance with the provisions of the Terms and Conditions, have been suspended or disqualified from the aklara factoring Platform; and
- Persons who do not have the corresponding validation and acceptance by aklara to obtain Participant status.

The information that people provide to request registration as a Participant will be used by aklara to process their registration. The data that people provide to register as Participants must be real, true, verifiable and current, stating in this act and through their delivery, under oath of truth, that their data is true and that each person who provides said data is the legitimate owner of it or is authorized and empowered by its owner to provide it, and aklara is not obliged to verify the veracity of the same.

The Participants shall provide, through the factoring Platform, or by any other means provided for in the Contract, the name, company name, email or word with which the Participant who requests registration on the aklara factoring Platform may be distinguished from the other Participants and a private access key designed by the respective Participant, which shall be composed of distinctive alphanumeric characters (the "Access Data") accompanied by the following information and documentation, so that aklara can use it in order to identify the

Participant and allow access to the use of the aklara factoring Platform , participation in the Auctions and the signing and subscription, as an Electronic Signature, of the legal acts contemplated in the Contract and/or this document:

A. Registration of Individuals:

- (i) Copy of the Participant's current official identification;
- (ii) Copy of the Participant's Proof of Tax Status (*Constancia de Situación Fiscal*), or equivalent in the case of foreigners;
- (iii) Copy of a proof of address of the Participant, no older than 3 (three) months from the registration date and valid in accordance with aklara policies;
- (iv) Cover of the account statement of the bank account or electronic payment funds account, no older than 3 (three) months from the registration date, to which the Participant wish to deposit or transfer the proceeds of the Financial Factoring operations performed on the aklara factoring Platform;
- (v) Any other data or document that is required to comply with applicable regulations or aklara policies; and

To this effect the **Participant** declares under oath that:

- a. It is his or her will to apply for registration as a Participant in order to participate in the Auctions;
- b. It has sufficient economic resources to participate in the Auctions;
- c. In the case of the Bidders, the resources to be used for their participation in the Auctions, and where appropriate the acquisition of Documents through Financial Factoring, are their own and come from lawful sources; In the case of Suppliers, it is the issuer or beneficiary of the Document, as appropriate, and the sole owner of the Collection Rights of said Documents, and the resources to be used, if applicable, for the payment of the Documents for obligations that may arise. assumed through Financial Factoring, are their own and come from legal sources;
- d. The information provided and/or stated is true, accurate and current as of the date of the registration request, and will continue to be so in each Auction in which participates, and in each Annex B that subscribes and until the Documents that are the subject of the same are paid in full, and;
- e. Participation in the Auctions, and the subscription of Annexes B, on each occasion, will not constitute a breach or violation of any contracts, covenants or agreements that have previously entered into, or the applicable legislation.

B. Registration of Legal Entities:

- (i) Copy of the public deed or policy duly registered in the Public Registry of Property and Commerce containing the incorporation of the company in question and, in the event that the corporate statutes have been amended after the incorporation of said company, copy of the public deeds or policies containing the corporate bylaws in force as of the date of registration, or equivalent in the case of foreigners;
- (ii) Copy of the public deed or policy, if applicable, duly registered in the Public Registry of Property and Commerce, containing the powers of the legal representative(s) of the Participant, or equivalent in the case of foreigners;
- (iii) Copy of current official identification of the agent(s) or legal representative(s) of the Participant, which is valid in accordance with aklara policies;
- (iv) Copy of the Participant's Proof of Tax Status (*Constancia de Situación Fiscal*) or equivalent in the case of foreigners;

- (v) Copy of a proof of address of the Participant, no older than 3 (three) months from the registration date and valid in accordance with aklara policies;
- (vi) Cover of the account statement of the bank account or electronic payment funds account, no older than 3 (three) months from the registration, to which the Participant wish to deposit or transfer the proceeds of the Financial Factoring operations performed in the aklara factoring Platform;
- (vii) Cover of the account statement of the bank account or electronic payment funds account, no older than 3 (three) months from the registration date, to which the Participant wish to deposit or transfer the proceeds of the Financial Factoring operations performed on the aklara factoring Platform;
- (vi) The information necessary to identify the individual who directly or indirectly acquires 25% or more of the shareholding composition or capital stock of the legal entity.
- (vii) Any other data or document that is required to comply with applicable regulations or aklara policies; and

To this effect, its legal representative declares under oath that:

- a. It is the will of the represented party to apply for registration as a Participant in order to participate in the Auctions;
- b. The represented party has sufficient economic resources to participate in the Auctions;
- c. In the case of the Bidders, the resources to be used for their participation in the Auctions, and where appropriate the acquisition of Documents through Financial Factoring, are their own and come from lawful sources; In the case of Suppliers, it is the issuer or beneficiary of the Document, as appropriate, and the sole owner of the Collection Rights of said Documents, and the resources to be used, if applicable, for the payment of the Documents for obligations that may arise. assumed through Financial Factoring, are their own and come from legal sources;
- d. The information provided and/or stated is true, accurate and current as of the date of the registration request, and will continue to be so in each Auction in which your represented party participates, and in each Annex B that your represented party subscribes and until the Documents that are the subject of the same are paid in full;
- e. Your represented party is not, nor will be at the time of each Auction in which it participates, subject to any judicial or extrajudicial insolvency, bankruptcy, dissolution, liquidation or related proceedings, including without limitation those proceedings (i) intended to prevent the consummation of any of the operations contemplated to be carried out on the aklara factoring Platform; or (ii) aimed at the issuance of any resolution or judgment that could result in a change that affects the business, operation, resources and/or situation of the Participant or its ability to comply with the obligations arising from these Terms and Conditions and/or the Contract;
- f. The participation of your represented party in the Auctions, and the subscription of Annexes B, on each occasion, will not constitute a breach or violation of any of its bylaws or other corporate documents, if applicable, or of any contracts, covenants or agreements of which it is a party and does not require authorization, approval, registration or other act by or before, any administrative, legislative or judicial authority in Mexico or abroad, whether federal, state or municipal, as well as any other agency in Mexico or abroad with jurisdiction over the Participant, or if required, has such authorizations; and
- g. Its representative(s) have sufficient powers to bind it in terms of these Terms and Conditions.

aklara reserves the right to require that the information be updated as necessary, as well as to require copies and/or originals of any of the documents described above, and the Participants, in turn, undertake to provide the documents and information requested by aklara in order to conclude, and where appropriate maintain, the registration of the Participants.

In the event that aklara detects or becomes aware of any anomaly with respect the information provided by a person, including erroneous, incomplete, or false information, it will not allow registration, a situation that will be

notified via email, solely for informational purposes. The foregoing without aklara incurring any type of liability towards said person or any third party.

The Participant declares that does not perform prominent public functions in the government of the United Mexican States or abroad, understanding by abroad, any country other than the United Mexican States, whether at the Federal, State and/or municipal level, in any of the branches that conform said government, including the Parastatal Public Administration and/or companies with majority state participation or, where appropriate, none of its shareholders perform outstanding public functions, nor are they related to any person who performs them within the government of the United Mexican States or abroad, in the aforementioned terms. For the purposes of determining the outstanding public functions, the List of National Politically Exposed Persons issued by the Ministry of Finance and Public Credit will be considered.

The Participant undertakes to indemnify and hold aklara harmless for any damages, liability, and/or harm that it may suffer, by virtue of the Participant's use of the aklara factoring Platform and/or its participation in Auctions, for any claim, lawsuit, complaint, or any other type of proceeding of any nature arising from the Participant's failure to comply with applicable legislation and/or the provisions of this section. In relation to the foregoing, the Participant agrees to reimburse aklara for any fines and/or sanctions, expenses and/or costs, including but not limited to attorneys' fees, incurred, or caused by its failure to comply with any of its obligations under this document, the Contract, and/or its Annexes.

For any questions or comments regarding the registration process, aklara makes available to the Participants, the email contacto_factoraje@aklara.com.

III. Confirmation of registration.

Once the Participant's registration request has been submitted, aklara, within a period of 5 (five) Business Days, will process the information provided, and in the event that it detects missing or inconsistent information or any reason why aklara cannot validate said information, it may require the prospective Participant, through the aklara factoring Platform and/or by request to the email of the respective Participant, additional information.

In the event that aklara does not detect any anomaly regarding the information and the data that has been provided, the Participant will be notified via email of the granting of Participant status, and the request to sign the Contract and its Annexes.

Once the Contract and each of its Annexes are signed, the applicant will be notified via email that the Contract has been signed and the Participant will be allowed to enter the aklara factoring Platform and use the functionalities contained therein.

If 6 (six) months pass without participating in an Auction, since the last time the Participant has accessed and participated in any Auction through its account on the aklara factoring Platform, their Access Data will be deactivated, so that the information and functionalities provided through the aklara factoring Platform will no longer be visible and available to the Participant. However, aklara will be entitled to retain the Participant's information through the means and for the period established by the applicable legislation in force. The Participant will have the right to request the reactivation of its account, subject to the review and approval of aklara, for which the Participant must contact the email contacto_factoraje@aklara.com, and follow the instructions that will be sent at the time through the same. aklara reserves the right to request Participants to update the information and documentation that, in its opinion, is necessary for the reactivation of the account.

IV. Use and Custody of Access Data.

The custody and use of the Access Data will be the exclusive responsibility of each Participant and constitute their Electronic Signature, so, in terms of the provisions of Title II, Book Two of the Commercial Code, the parties agree that the Access Data that are established to use the aklara factoring Platform, will replace the Autograph Signature with one of an electronic nature and will be recognized as an Electronic Signature, so the documentary or technical records derived from the use of the Access Data in the aklara factoring Platform will produce the same effects that the laws grant to the documents signed by the parties and will have the same probative value. Consequently, the information, instructions, and confirmations that the Participant transmits or communicates to aklara using their Access Data to carry out the acts that are facilitated through the aklara factoring Platform, will have full probative value and legal force to prove the operation carried out. the amount thereof, its nature, as well as the characteristics and scope of its instructions.

The Participant acknowledges and accepts that he or she is solely responsible for ensuring that the person who creates the Access Data to enter and carry out operations on the aklara factoring Platform has sufficient and necessary powers to obligate him or her to comply with the obligations arising from the use of the aklara factoring Platform, since the use of the Access Data to enter the aklara factoring Platform constitutes an Electronic Signature for the operations carried out within it, and said obligations will be valid and enforceable. In the event that the Access Data is created by someone who is not in the case described above, the Participant shall be liable for any damages and or losses that this causes and shall keep aklara safe and harmless from any dispute in this regard, regardless of the validity of the acts carried out through the aklara factoring Platform through the use of the Participant's Access Data.

The Participant shall lawfully and diligently use its Access Data and any information to which it has access to through the aklara factoring Platform, releasing aklara from any liability arising from the improper, illegal, or negligent use of such information.

The Access Data of the Participants may only be used by the Participant to whom it has been assigned in accordance with the provisions of the previous section, whether by their own right or duly represented, and constitute their Electronic Signature. The Participant acknowledges and accepts that it is solely responsible for the use of its Access Data, and consequently of its Electronic Signature, and for maintaining their confidentiality, so it will be solely responsible for each and every one of the activities that are executed on the aklara factoring Platform using the corresponding Access Data. aklara will be released from any responsibility when executing instructions received through the functionalities of the aklara factoring Platform that it makes available to the Participants, and will attribute its use to them even if the Access Data has been lost by a Participant or stolen, if the latter did not notify aklara in accordance with the means of contact established in the Contract, or in writing, so that the necessary measures can be taken to prevent access to unauthorized third parties.

aklara is not responsible for verifying the identity or legal interest of any person using a Participant's Access Data and will presume that all actions, inquiries, requests, and accesses made from the account in question were carried out by the relevant Participant, which is the owner of any personal data that is accessed through the Access Data. Likewise, the Participants acknowledge and accept that aklara will under no circumstances be obliged to identify or verify the IP address from which each of the Participants accesses the aklara factoring Platform.

V. Auction Mechanics.

Once aklara has verified and validated the registration of the Participants, and they have entered into the respective Contract and its Annexes, each Participant must enter the aklara factoring Platform with their Access Data to be able to carry out, if they wish to do so, because they are from their interest, the acts that it facilitates, and comply with all the obligations detailed in these Terms and Conditions, as well as in the Contract.

The execution of the acts facilitated through the aklara factoring Platform through the use of Access Data are considered signed with the Participant's Electronic Signature.

The mechanics of the Auctions will be carried out in accordance with the Auction Rules.

VI. Obligations to be carried out by the Participants.

In addition to the acts contained in the Contract and its Annexes, the Participants are obligated to carry out the acts indicated below, so that the Auctions can be carried out within the aklara factoring Platform. Failure to comply with any of the obligations indicated in this section may imply the loss of Participant status and the consequent deactivation of their Access Data.

A. Obligations of Suppliers.

1. Upload to the aklara factoring Platform, by electronic means through the corresponding Auction Request, the applicable Documents for subsequent Auction through the aklara factoring Platform.
2. Request the Auction Request, through the aklara factoring Platform in accordance with the provisions of the Auction Rules and accept it.

3. Not to dispose of the Documents, nor their respective Collection Rights, in any way, including without limitation through any assignment, sale, transfer, factoring, encumbrance or any other act that compromises or could in any way compromise the free disposal of the Documents and their Collection Rights.
4. If an Auction is awarded, allow the completion of the corresponding Annex B with the Electronic Signature captured when confirming your Auction Request.
5. If an Auction is awarded, pay the resulting aklara Fee, with the understanding that, if you do not pay it, you authorize aklara to compensate the amount withheld from the resources of the Acquisition Price, against the amount of the aklara fee and the VAT as per the Contract.
6. Provide the facilities that aklara requires and maintain all material resources at its disposal, for the purpose of aklara carrying out the activities referred to in Section VIII below.
7. Allow aklara to use the Supplier's logos and brands, solely and exclusively for advertising purposes during the execution of the corresponding Auction.

B. Obligations of Bidders.

1. If you decide to place Bids, do so in accordance with the provisions of the Contract and its Annexes.
2. If you are a Winning Bidder in an Auction, pay the Acquisition Price of the Document(s) in a timely manner in accordance with the Auction Bases and/or the Contract, retaining, where appropriate, the Reserve that has been agreed upon. and allow the perfection of the corresponding Annex B with your Electronic Signature captured when confirming your Bid.
3. Provide the facilities that aklara might require and maintain at its disposal all the necessary material resources, for the purpose of aklara carrying out the activities referred to in Section VIII below.
4. Issue, subject to the Financial Factoring modality agreed upon in the respective Annexes, the corresponding Digital Tax Receipt ("CFDI"), in the name of the Debtor correlative to the Documents, once aklara notifies it of receipt of the Debtor's payment regarding of the total value of the Documents.
5. Receive, subject to the Financial Factoring modality agreed upon in the respective Annexes and, in the event that the Debtor does not make the payment of the total value of the Documents, the legal possession of the same, without any responsibility for aklara.

The compensation obligation established in the penultimate paragraph of section II will be applicable. of these Terms and Conditions *mutatis mutandis* for failure to comply with the obligations provided for in this section. Likewise, aklara may temporarily or permanently suspend the use of the aklara factoring Platform to any Participant and demand payment for any damages caused to them.

VII. Non-doing obligations borne by the Participant.

Participants must refrain from carrying out any act that could cause any damage to aklara, the aklara factoring Platform and/or the development of the Auctions, including, but not limited to, the following:

1. Reproduce, disclose, copy, transform or modify partially or totally any content found within the aklara factoring Platform;
2. Use the aklara factoring Platform without being authorized or in a manner different from or contrary to what is established in these Terms and Conditions and/or any other instructions established on the aklara factoring Platform;
3. Examine or attempt to examine, scan, or attempt to scan and/or test or attempt to test the vulnerability of the aklara factoring Platform;
4. Interfere with the access to (as well as tamper with or attempt to tamper with) any Participant, server, or network;

5. Carry out any action that could cause a failure or alteration in the correct functioning of the aklara factoring Platform;
6. Cause damage to the aklara factoring Platform or to the systems of aklara or third parties, including, but not limited to, the dissemination of any computer virus or any other harmful or deleterious program or data;
7. Carry out any type of act that aims to gain unauthorized access to confidential information of aklara or other Participants;
8. Create or attempt to create a false identity for the purpose of deceiving aklara, the other Participants and/or any third party regarding the identity of the sender or the origin of their messages, queries, or operations on the aklara factoring Platform; and
9. Propose, coordinate, or carry out with other Participants actions aimed at affecting free competition in the Auctions.

The indemnification obligation established in the penultimate paragraph of section II of these Terms and Conditions will be applicable *mutatis mutandis* for breach of the non-doing obligations provided for in this section. Likewise, aklara may temporarily or permanently suspend the use of the aklara factoring Platform to any Participant, deactivate their Access Data and demand payment of any damages caused to them.

VIII. Rights and Obligations of aklara.

aklara will be solely and exclusively responsible for facilitating the design, execution, monitoring, and conclusion of the Auctions to the Participants, through the aklara factoring Platform, and in the event that these are awarded, it will contribute to facilitate the completion of the respective Annexes B that for this purpose are signed by the Participants under the Contract.

In terms of the provisions of section XI of these Terms and Conditions, aklara has adopted reasonable means, mechanisms, protocols, policies, and security measures to guarantee the security, confidentiality and privacy of the confidential information provided by the Participants.

However, aklara will under no circumstances be responsible for any violation of said security measures, malicious access, or filtration of the content on the aklara factoring Platform, by external agents. In this case, aklara will use commercially reasonable efforts to restore security measures and will take legal action against those responsible for such acts.

aklara reserves the right to temporarily suspend the holding of Auctions through the aklara factoring Platform, without prior notice to the Participant, as long as it is necessary to carry out maintenance, update or improvement operations on the aklara factoring Platform.

Likewise, aklara may modify the access conditions and/or the location of the content hosted within the aklara factoring Platform, as well as prevent, restrict, delete or withdraw access to the aklara factoring Platform, or to any of the Auctions in particular, when the Participants do not make lawful and diligent use of the aklara factoring Platform or when said Participants fail to comply with any of the provisions of these Terms and Conditions, of the Contract, or current and applicable legislation.

aklara does not guarantee the permanent availability of the aklara factoring Platform, and in no case will it have any responsibility for damages and/or harm caused to any person by the use, interruption, or impossibility of use, of the aklara factoring Platform, nor will it guarantee that the information, materials, images, links, communications, notifications, products (including software), as well as its servers or those used by third parties, where applicable, its electronic communications, nor any other content within the aklara factoring Platform are found free of viruses or any other type of malicious software that could represent a risk to the stability, privacy or confidentiality of the information contained within the electronic devices of the Participants.

The Participants expressly agree that aklara will not be liable for any damages, including without limitation, direct, indirect, inherent, or consequential damages, losses, expenses arising in connection with the functionalities of the aklara factoring Platform, or its use or inability to use for any of the parties, or in connection with any failure in performance, error, omission, interruption, defect, delay in operation or transmission, computer

virus or system or line failure, nor will it be liable for any damages that could be caused to those Participants who for any reason could not use the functionalities of the aklara factoring Platform or carry out any of the operations provided for in the Contract. In such case, the Participant may issue instructions through any other agreed procedure.

aklara reserves the right, in its sole discretion and consideration, to deny access to the aklara factoring Platform or any of its functionalities, including Auctions, to any Participant or person, at any time and for any cause, including, but not limited to violation of these Terms and Conditions.

IX. Origin of Resources for Participation in Auctions.

The Participants, according to the nature in which they participate in the aklara factoring Platform, state that the Documents and their respective Collection Rights, and the resources used for participation in the Auctions and fulfillment with the Financial Factoring that derives from them, are own resources and have been obtained through legal sources, so the origin of said resources does not derive from any activity that could constitute a crime in terms of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin or the Federal Penal Code, among other cases.

Likewise, the Participants are obliged to inform aklara, as appropriate, in the event that the origin of the Documents and their Collection Rights, and the resources obtained for participation in the Auctions and fulfillment with the Financial Factoring from which they derive, come from any of the vulnerable activities described in article 17 of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin, or are resources obtained from or related to any entity, body or agency of the government of the United Mexican States.

To participate in the Auctions, it is essential that the Participants are in compliance with their obligations in accordance with the applicable legislation on tax matters, and in compliance with the provisions contained in the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin and its regulations.

X. Intellectual property.

All content hosted or made available to Participants through the aklara factoring Platform is the exclusive property of aklara and/or the third parties that have authorized aklara to use said intellectual property on the aklara factoring Platform.

The Participant must refrain from registering, using, reproducing, replicating, copying or in any way exploiting, either directly or indirectly, any content that corresponds to the intellectual property of aklara and/or any third party and to which they have access through the aklara factoring Platform, for any reason.

aklara reserves the right to exercise any legal action against the Participants for any damage and loss that may have been caused by non-compliance with the obligations provided for in these Terms and Conditions, as well as by the use, reproduction, distribution, commercialization, exploitation or any other act that has as its object the use or exploitation of the intellectual property rights owned by aklara or any third party, without the prior and express written consent of the owner of the intellectual property rights.

Likewise, aklara may temporarily or permanently suspend the use of the aklara factoring Platform to the Participant and/or their Access Data and demand payment of any damages caused to aklara or any third party due to non-compliance with the provisions in this section.

XI. Privacy

aklara will perform reasonable commercial efforts to protect the privacy of the Participants and, to this end, has adopted all security measures to protect the personal data of the Participants who are registered on the aklara factoring Platform.

However, aklara is not responsible for any damages that said Participants or any other third party may suffer, in the event of any violation of the protection and confidentiality of personal data, Access Data and/or content on the aklara factoring Platform. caused by the willful, negligent, or culpable act on the part of the Participants and/or any third party.

The processing of personal data that Participants provide to aklara is governed by the provisions of the aklara Privacy Notice, which may be consulted, at any time, on the aklara factoring Platform.

XII. Modifications.

aklara may make modifications to these Terms and Conditions at any time and without the need to provide any prior notice or notification. If such modifications are made, aklara will make a general notice publication on the aklara factoring Platform, which reflects the changes and updates, so in this act the Participant is obliged to periodically review the existence or non-existence of said updates.

Continued use of the aklara factoring Platform after the corresponding modification to the Terms and Conditions will be interpreted as the Participant's consent to such modification.

XIII. Termination.

aklara may completely restrict the use of the aklara factoring Platform to any Participant, including without limitation, carrying out the deregistration, suspension, deactivation, or cancellation of their Access Data, in the following cases:

- (i) When the Participant fails to comply with the provisions of these Terms and Conditions and/or the Contract;
- (ii) When expressly requested by the Participant by email sent to the account contacto_factoraje@aklara.com;
- (iii) After 6 (six) months of inactivity, counted from the last date of login of the Participant to the aklara factoring Platform and participation in any Auction.

In addition to the foregoing, aklara may decide to terminate its contractual relationship with the Participant, in general, at any time, under the terms established in the Contract. Said termination must be notified, by means of notification to the Participant's email, at least 3 (three) Business Days in advance of the date on which the termination must take effect.

In the event that the contractual relationship with the Participant is terminated in the terms set forth above, all those obligations that the Participant has assumed under the Contract and its Annexes, and other documents signed under its protection and that, at the time of termination of the contractual relationship, are pending and in the process of being fulfilled, will remain in force until fully fulfilled, notwithstanding that the Participant in question will no longer be able to continue using the aklara factoring Platform for new operations after the termination of the contractual relationship.

In the absence of an express provision in the Terms and Conditions, those established in i) the Contract and the rest of its Annexes and ii) the Conditions of Use will be applied in a supplementary manner and to the extent applicable.

Last updated: January 30th, 2024