

## BASIS FOR ALL SUPPLIERS

This document (the “Agreement”) establishes the minimum terms and standards (i) to rule the commercial relationship between \_\_\_\_\_ the “supplier” and F1 Management, its subsidiaries, affiliates, or those identified as “FUNO”; the Supplier and FUNO jointly will be referred to, as the “parties”. The Agreement (ii) will be added to the contract, order or any other legal relation existing with FUNO (The “Contract”).

### I. GENERAL

- a. Representation. - The parties recognize the legal personality, under which each representative stand for the present “Agreement”.
- b. Confidentiality. - Any data or information given to the Supplier by FUNO, either verbally, written, magnetic, etcetera, as part of this instrument or the Contract, shall be considered confidential, hence, the Supplier will be obliged to safeguard such information or data, and not disclose it nor transmit it, in any way to third parties.
- c. Taxes. - Each party, shall be responsible to pay their own due taxes, rights or contributions that may be determined and levied by fiscal authorities; with the exception of the tax on added value (IVA in Spanish) on the agreed service; which will be paid exclusively by FUNO. The Supplier is obliged to issue fiscal receipts or invoices, complying with all fiscal requisites applicable, as well as to relocate the correspondent “IVA”, in accordance to the applicable rate and law.

### II. LABOUR RESPONSIBILITY

FUNO and the Supplier are contracting independent parties, hence there is no labor-management relation between the former and the latter’s personnel or subcontractors hired to comply the Suppliers services or obligations, therefore the Supplier is obliged and will be the only responsible for payment of salaries, benefits, taxes, rights and duties linked with these personnel, such as their affiliation and quotas owed to any authority. The Supplier shall be responsible in particular to present its notification and obtain a resolution on compliance for its obligations to the Mexican Institute of Social Security, and in general of its compliance for all obligations stated in the standing Social Security Law and the Federal Labor Law.

The Supplier is obliged to provide FUNO, within 5 working days of request, copy of all documentation, accrediting satisfactory compliance with the above-mentioned responsibilities, authorizing FUNO, to verify such documentation with the correspondent Organizations and Authorities, or through audits to the

Supplier, requiring FUNO to notify with a days' notice the date and time of such auditing.

Under no circumstances or by any means, FUNO should be considered direct or substitute employer of the Supplier personnel, given that the services or executed work are never under the direction, supervision, nor training of FUNO, hence, the Supplier shall be the only responsible for all reclamations either individual or collective presented by its personnel, as well as sanctions that may be imposed on them by administrative or judicial authorities.

The supplier is obliged to liberate and set free FUNO, from any legal procedure or reclamation, against it for the concepts to which the LABOR RESPONSIBILITY section refers, and to reimburse all expenses incurred, payable immediately against the handing over of the documents, proof or payment or payment receipts, or the Supplier authorizes FUNO to conduct discretionary retentions/discounts, relating to this concepts, on the pending invoices, as payment in favor of the supplier.

### **III. PERSONAL DATA PROTECTION**

The Supplier and FUNO, are obliged to comply with all current legislation in terms of personal data protection, therefore they guarantee to treat all personal data exchanged amongst the parties, as confidential, including those of employees and representatives. Likewise, they are obliged to notify the owner of the personal data, the correspondent privacy announcement; and to upkeep al safety, administrative, technical and physical measures required to protect personal data, against damage, loss, alteration, destruction, use, access or unauthorized treatment. All of the above, with the ultimate goal of providing and guaranteeing total compliance with current and valid legislation, regulations and guidelines on personal data protection held by private parties; published by Mexican authorities. This confidentiality obligation shall be permanent, even after finalizing, any commercial relationship amongst the parties.

The Supplier shall manifest, knowing the Privacy Notification of FUNO and agree to its terms. It is publicly available at: <http://fibra-uno.com/wp-content/uploads/2014/03/AvisodePrivacidadFibraUno.pdf>

The supplier is obliged to not transfer, cede, nor share FUNOs data either freely or through payment; without the previous written consent of FUNO.

Likewise, each party is obliged to hand a written notification to the other, within the three following days, counted after the loss, leak or disclosure of personal data, due to negligence, recklessness or bad faith of its executives, employees, clients or advisors.

### **IV. ETHICAL BEHAVIOUR**

The Supplier pledges to perform all activities resulting from this document, abiding all applicable legal provisions and the Universal Declaration of Human

Rights. Similarly, the Supplier recognizes, having read and agreed to comply with FUNOs Code of Ethics, available at: [http://funo.soloidea.com.mx/esg/common\\_files/codigo\\_etica.pdf](http://funo.soloidea.com.mx/esg/common_files/codigo_etica.pdf)

## V. ANTI-CORRUPTION

The Supplier recognizes FUNOs status as member of an international group of societies, dedicated to selling different products, based on the United States. Therefore, the Suppliers activities, as well as its contractors and subcontractors, shall dutifully respect and comply with all laws and regulations on anti-corruption, including: (a) national applicable laws, (b) Criminal Code, (c) *United States of America's Foreign Corrupt Practices Act* "FCPA", and (c) international treaties or conventions such as *Inter-American Convention against Corruption*, *Convention on Combating Bribery of Foreign Public Officials in International Business Transactions* and *UN Convention Against Corruption*. Hence the Supplier, its agents, representatives, employees or any other person in the name of the Supplier, recognizes and agrees to conduct all activities under this Agreement in line with the above mentioned guidelines and they also accept they have not, nor they will perform any bribery, unethical payment, corruption payment or any other unlawful payment, to any government official, political party, or similar, to obtain or maintain business, or to attain improper advantage, influence any act or decision.

## VI. SUPPLIER STANDARDS

The Supplier, agrees to comply with all guidelines stated in this document, all of which aim at guaranteeing best commercial practices of FUNO's suppliers and compliance of its code of ethics (which has already been read by the supplier), and all applicable and current national or local legislation, in accordance to:

- a. Legal Compliance. - The Supplier must comply with all current federal and local laws, as well as all applicable regulation including but not limited to those related to labor, immigration, health and safety and environment.
- b. Employment and Hiring Practices. - The Supplier must implement hiring practices, in accordance to national labor laws and related
- c. Auditing. - FUNO through its employees or authorized third parties, will have the right, at all times and without previous notice to conduct audits or verification visits to all activities, services and supplier registries associated to the Contract.

## VII. VALIDITY

This document will become effective, from the day of signature and will be valid for an indefinite period of time, although any party may request its cancellation at any time, with a 15-day written notification to the other party, prior to the cancellation day.

### VIII. COMPLIANCE AND INTERPRETATION

For any related matter, to the interpretation or fulfillment of this document, the parties, agree to submit to the jurisdiction and authority of the Mexico City tribunals, waving any other jurisdiction that may correspond as a result of present or future addresses.

Mexico City \_\_\_\_\_, \_\_\_\_\_.

The Supplier

FUNO

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Name and signature of legal  
representative

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Name and signature of area  
representative