

#### ETHICAL GUIDELINES FOR SUPPLIERS

This document (the "Agreement") establishes the terms and conditions under which (i) the commercial relationship between XXXXXXXX, hereinafter referred to as the "Supplier" and F1 Management, S.C. and its subsidiaries, affiliates or affiliates, who will be jointly identified as "FUNO" and jointly with the Supplier will be the "Parties", (ii) will be integrated into the contract, order or any other legal relationship with FUNO (the "Agreement").

### I. GENERAL

- a. <u>Representation</u>.- The Parties expressly and reciprocally acknowledge the personality with which their respective representatives appear in the execution of this Agreement.
- b. <u>Confidentiality</u>.- Any data or information that FUNO provides to the Supplier by any means, whether verbal, written, magnetic, etc., in connection with this instrument or the Contract, shall be considered confidential, and therefore the Supplier shall be obliged not to disclose such data or information, or transmit them in any way to third parties.
- c. <u>Taxes</u>.- Each Party shall be responsible for paying all taxes, duties or contributions that are determined and levied by the tax authorities to each of the Parties, with the exception of the value-added tax on the agreed service, which shall be borne exclusively by FUNO. The Supplier undertakes to issue tax receipts that comply with all applicable tax requirements, as well as to transfer the corresponding value-added tax in accordance with the applicable rates according to the relevant law.

# II. LABOR RESPONSIBILITY

FUNO and the Supplier are totally independent Contracting Parties, therefore there is no worker-employer relationship between the former and the personnel that the latter hires or uses for the fulfillment of its obligations, it being understood that the Supplier is obliged and will be solely responsible for the payment of salaries, legal benefits, taxes, rights and obligations that are caused by said personnel, as well as its affiliation and payment of the corresponding fees before any authority, the Supplier will be responsible for submitting its notice and obtaining an opinion on compliance with obligations before the Mexican Institute of Social Security and in general for compliance with the obligations stipulated in the Social Security Law and the Federal Labor Law in force.





The Supplier undertakes to deliver to FUNO, within 5 working days following its request, a copy of the documentation that proves compliance with the aforementioned obligations, authorizing FUNO to verify the content of said documentation before the corresponding Institutions, Bodies and Authorities, or through audits carried out on the Supplier. with the only requirement that FUNO notifies one day in advance of the date and time on which it will carry out such activities.

In no case and under no circumstances may FUNO be considered as a direct employer or substitute for the Supplier's personnel, since the services or works performed are not under the direction, supervision, or training of FUNO, so the Supplier will be solely responsible for all individual or collective claims that for any reason may be presented by its workers. as well as the sanctions that may be imposed by the administrative or judicial labour authorities.

The Supplier undertakes to release FUNO in peace and safety from any lawsuits or claims that may be attempted against it for the concepts referred to in this point of LABOR RESPONSIBILITY, and to reimburse it for the expenses it incurs, immediately and against the delivery of the respective receipts, or, where appropriate, the Supplier authorizes FUNO to make, at its discretion, withholdings and/or discounts related to the concepts mentioned in this point of LABOR RESPONSIBILITY. Such withholdings and/or discounts will be applied to unpaid invoices in favour of the Supplier.

# III. PROTECTION OF PERSONAL DATA

The Supplier and FUNO undertake to comply with current legislation on the protection of personal data held by individuals, and therefore guarantees that they will treat as confidential the personal data they receive or are transmitted between the Supplier and FUNO, including the personal data of its employees and/or representatives. Likewise, they are obliged to inform the owners of the personal data of the corresponding privacy notices and to maintain the administrative, technical and physical security measures that protect the personal data against damage, loss, alteration, destruction, use, access or unauthorized treatment. The foregoing, in order to guarantee full compliance with current legislation on the protection of personal data held by individuals, its regulations and the guidelines that may be published by the Mexican authorities. The obligation of confidentiality shall continue even after the termination of the business relationship between the Parties.

The Provider declares that it is aware of FUNO's Privacy Notice and agrees with its terms, which can be consulted at the following

league: <a href="http://fibra-uno.com/wp-">http://fibra-uno.com/wp-</a>

content/uploads/2014/03/AvisodePrivacidadFibraUno.pdf)





The Provider undertakes not to transfer, assign or share, whether free of charge or for a fee, FUNO's personal data, without the prior written consent of FUNO.

In the same way, each of the Parties undertakes to notify the other in writing, within the following three days, counted from the loss, leakage or disclosure of personal data either due to negligence, malice or bad faith, typical of its officers, employees, clients or advisors.

#### IV. ETHICAL BEHAVIOR

The Supplier undertakes that in all the activities carried out by it on the occasion of this document, it will observe the strictest compliance with the applicable legal provisions and the Universal Declaration of Human Rights. In addition, the Supplier acknowledges that prior to entering into this Agreement it has read and agrees to comply with the provisions of FUNO's Code of Ethics, which is available at:

http://funo.soloidea.com.mx/esg/common files/codigo etica.pdf

# V. ANTICORRUPTION

The Provider and the companies that provide services to it and its own suppliers, must fully respect and comply with all laws and regulations on anticorruption and money laundering, including (a) applicable national laws, (b) the Penal Code, (c) the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin and its secondary regulation and, (d) international laws, treaties and conventions such as the *Inter-American* Convention against Corruption, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption). Therefore, the Supplier acknowledges and agrees that, in connection with all activities it performs under this Agreement, the Supplier, as well as its agents, representatives, employees and any other person performing activities on behalf of the Supplier, have not made and will not refrain from making an offer, promise to deliver, or delivery of any valuables, and have not made and will not refrain from making any bribe, improper payment, corrupt payment, or any improper payment, to any FUNO member, public official, or political party for the purpose of obtaining or maintaining a business, obtaining an improper advantage, or influencing any act or decision of a FUNO member or public official. Supplier expressly acknowledges that the practices set forth herein will result in the immediate termination of the agreement they have entered into with FUNO, and consequently they will be excluded from FUNO's authorized supplier base.



## VI. SUPPLIER STANDARDS

Supplier agrees to fully comply with the guidelines set forth herein and to report any prior or subsequent non-compliance within 5 business days of the date of signing this document or the date on which it becomes aware of the non-compliance with these guidelines through the FUNO reporting line mentioned below. The purpose of these guidelines is to ensure that the Supplier complies with our business practices and the guidelines of our code of ethics that at the signing of this document you acknowledge having read, as well as your compliance with applicable legislation at the national and local level, in terms of the following:

- a. <u>Legal Compliance</u>.- Supplier must comply with all applicable federal and local laws and regulations, including but not limited to those relating to labor, immigration, health and safety, and the environment.
- b. <u>Hiring and Employment Practices</u>.- The Supplier must implement hiring practices that verify and are applicable to the labor laws that are applicable to our country, including the non-participation in child labor practices.
- c. <u>Audits</u>.- FUNO shall be entitled, at all times, with the sole requirement that FUNO notifies one day in advance of the date and time at which it will carry out such activities, to carry out through its personnel or authorized third parties, audits and/or verification visits to all activities, services and records of the Supplier related to the Contract.
- d. <u>FUNO Complaint Hotline</u>.- Any complaint about the non-compliance of the Supplier or any member of FUNO with these guidelines must be made known to FUNO through the following means: Email: <u>funo@tipsanonimos.com- Website:</u> www.tipsanonimos.com/funo- <u>Mail: P.O. Box CON-080, Mexico City, CP 06401 Fax: (55)5255-1322</u>

# VII. VALIDITY

The validity of this document begins from the date of its signature and will be for an indefinite period of time, and either of the Parties may terminate it at any time and without any liability, upon written notice to the other party 15 (fifteen) days prior to the date of termination.





# VIII. INTERPRETATION & COMPLIANCE

For all matters relating to the interpretation and compliance with this document, the Parties expressly submit to the jurisdiction of the laws of the courts of Mexico City, waiving any other jurisdiction that may correspond to them by reason of their present or future domiciles.

Mexico City to XX of XXXX of XXXX	X
The Provider	FUNO
Name and signature of natural person	Name and signature of the person in
or legal representative.	charge of the area.