

ETHICAL GUIDELINES FOR ALL SUPPLIERS

This document (the "Agreement") sets forth the terms and conditions in accordance with the to the which (i) herself Governed the relation commercial between

XXXXXXX, hereinafter referred to as the "Provider" and F1 Management, S.C. and its subsidiaries, subsidiaries or affiliates, hereinafter referred to as "FUNO" and jointly with the Provider as the "Parties", (ii) shall be incorporated into the contract, order or any other legal relationship with FUNO (the "Agreement").

I. GENERAL

- .Representation.- The Parties expressly and reciprocally recognize the personality with which their respective representatives appear in the execution of this Agreement.
- .Confidentiality.- Any data or information that FUNO provides to the Supplier by any means, whether verbal, written, magnetic, etc., by reason of this instrument or the Contract, shall be considered confidential, so the Supplier shall be obliged not to disclose such data or information, nor transmit them in any way to third parties.
- .Taxes.- Each Party shall be responsible for paying all taxes, duties or contributions that are determined and levied by the tax authorities on 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 and that they are to the full satisfaction of FUNO, as well as to transfer the corresponding value added tax in accordance with the applicable rates according to the law of the matter.
- .Services.- The supplier has the experience, necessary capacity, organization, human and material resources of its own to provide FUNO with the services that are the subject of this Contract, providing for this purpose the sufficient, necessary, suitable, duly trained and specialized personnel for said activity, coordinating, supervising and managing its personnel

II. LABOR LIABILITY

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 and other rights and obligations established in the applicable legislation. that are caused by said personnel, as well as their affiliation and payment of the corresponding fees before any authority, the Provider will be responsible for filing its notice and obtaining an opinion of compliance with



obligations before the Mexican Social Security Institute and in general of compliance with the obligations stipulated in the Social Security Law, INFONAVIT Law and Federal Labor Law in force, as well as related or correlated laws and regulations.

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 notify one day in advance of the date and time in which it will carry out said 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 work 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 on them by the administrative or judicial labor authorities.

Likewise, the provider undertakes, if necessary in accordance with current legislation and its corporate purpose and preponderant economic activity, to deliver to FUNO the registration issued by the Ministry of Labor and Social Welfare for the provision of specialized services, as well as any information derived from these services. in accordance with the regulations and periodicity in force.

The Supplier undertakes to hold FUNO safe and sound from any lawsuits or claims that may be brought against it for the purposes referred to in this point of LABOR LIABILITY, and to reimburse it for the expenses incurred, immediately and upon delivery of the respective receipts, or where appropriate, the Supplier authorizes FUNO to make withholdings and/or discounts related to the concepts mentioned in this point of LABOR LIABILITY on a discretionary basis. Such withholdings and/or discounts will be applied to the invoices pending payment in favor of the Supplier.

III. PROTECTION OF PERSONAL DATA

The Supplier and FUNO are obliged to comply with current legislation on the protection of personal data in the possession of private parties, and therefore guarantee that they will treat as confidential the personal data received or 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 security, administrative, technical and physical measures that allow the protection of 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 in the possession of 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 commercial relationship between the Parties.



The Provider declares that it is aware of FUNO's Privacy Notice and agrees with the terms of it, which can be consulted at the following link: https://funo.mx/aviso-de-privacidad



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.

Likewise, 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, fraud or bad faith, typical of its officers, employees, customers 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 national legal provisions and the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, as well as the 1998 International Labour Organization Declaration on Fundamental Principles and Rights at Work

Likewise, the Supplier acknowledges that prior to the execution of this Agreement, it has read and agrees to comply with the provisions of the FUNO Code of Ethics, which is available at: https://funo.mx/site_media/uploads/otros/codigo_etica.pdf

Likewise, the supplier is obliged at all times to comply with the labor provisions established in current legislation, among which, but not limited to, are the following:

Child Labor: The supplier will at no time employ minors and will refrain from purchasing materials or contracting services from companies that do so.

Forced Labor: The provider will not use any form of forced, bonded, involuntary, or any form of modern slavery. Similarly, the supplier undertakes to have sufficient human personnel and to apply policies or any other act that is necessary or convenient, to prevent and avoid any form of labor exploitation, including but not limited to avoiding working hours above what is established in the applicable labor legislation. forced labor, or any other conduct that updates or could update behaviors of those established in Article 21 of the General Law to Prevent, Punish and Eradicate Crimes in the Matter of Trafficking in Persons and for the Protection and Assistance to the Victims of These Crimes. All work must be voluntary. Workers must be able to maintain control of their identity documents (e.g. passports, work permits or any other personal legal documents). The supplier must guarantee that the workers do not pay amounts, or make any type of payment in order to obtain the job or during the hiring process or the period of employment itself, as well as the payment in a timely manner to the collaborators. The supplier is responsible for the payment of all amounts and expenses (e.g. licenses and levies) related to workers when required by applicable regulations or laws.

Disciplinary practices and trafficking in persons: the use of corporal punishment, psychological and/or physical coercion, as well as any other form of trafficking in human beings is prohibited. Disciplinary policies and procedures



must be clearly defined and communicated to workers, who cannot be contrary to current legislation. Deductions from wages are not allowed as a disciplinary measure, if it is not legally permitted.

Dignity: Promote and guarantee a work environment in which the dignity and safety of people is respected, avoiding any threat or manifestation contrary to them and especially the different aspects of harassment (work, sexual, physical, moral and psychological).

Freedom of Association: the supplier's employees must be free to join a union and/or opt for a body that represents them, free from threats or intimidation. The supplier recognizes and respects the right to collective bargaining under Mexican law.

Diversity and inclusion: a work environment that values the diversity of people must be promoted, while committing to offering equal opportunities and non-discrimination. There must be zero tolerance for discrimination and harassment based on gender, ethnicity, sexual orientation and gender identity and/or expression.

Train its employees to provide adequate and respectful treatment to women, people with disabilities, migrants and the LGBTQ+ community, in the event that they do not have specific training for this topic, notify FUNO to consider them in the corporate training program.

Community participation: collaborating with local communities and participating in initiatives that reflect the UN Sustainable Development Goals, generating a positive impact on the population and communities where they provide their services.

V. ANTI-CORRUPTION PRACTICES

The Provider acknowledges that the Provider and the companies that provide services to it and its own suppliers shall fully respect and comply with all laws and regulations on anti-corruption 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.

1. Bribery and bribery:

Therefore, Supplier acknowledges and agrees that, in relation to all activities it performs under this Agreement and any other agreement it enters into with FUNO, Supplier, as well as its agents, representatives, employees and any other person performing activities on behalf of Supplier, have not and will refrain from making an offer, promise to deliver, or delivery of any object of value, and have not made and will refrain from making any bribe, incorrect payment, corruption 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



2. Conflicts of interest:

The supplier shall promptly disclose any actual or potential conflicts of interest in connection with the activities it performs for FUNO or its subsidiaries.

Any personal or financial interest, any business or personal activity or relationship, previous or current employment, or any obligation that may interfere with the ability to objectively perform the duties and responsibilities of the job, or impair independence and objectivity. Such situations of conflict of interest include critical relationships, consanguinity or marriage, a partnership, or a stake or investment in business partners or competitors.

F U N O

MINIMUM SUPPLIER COMPLIANCE

VI. PROVIDER STANDARDS

The Supplier undertakes to fully comply with the guidelines established in this document and to report any prior or subsequent non-compliance within 5 business days following the date of signature of this document or the date on which it becomes aware of the non-compliance with these guidelines through the FUNO ethics line mentioned below. The purpose of these guidelines is to ensure Supplier's compliance with our business practices and the guidelines of our code of ethics that at the signing of this document it acknowledges having read, as well as its compliance with applicable legislation at the national and local level, in terms of the following:

- .<u>Legal Compliance</u>.- Supplier must comply with all applicable federal and local laws and regulations, including but not limited to those related to labor, human rights, immigration, health and safety, and the environment.
- Remuneration and employment.- The supplier must comply with national laws on working hours, including overtime, rest days and paid vacations, with the understanding that at no time may workers exceed the maximum limit of daytime, morning and mixed hours established in current legislation. It will be compensated in accordance with the legislation on the minimum wage and under the terms of the relevant collective agreements. Paying on time and explaining the basis on which they are being remunerated. Deductions from wages are not allowed as a disciplinary measure, if it is not legally permitted.
- .<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, promoting inclusion, equality and equity.
- .<u>Audits</u>.- FUNO shall be entitled, at all times, with the only requirement that FUNO notifies one day in advance of the date and time on 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.
- .<u>FUNO Ethics Line.</u>- Any complaint about the non-compliance of the Supplier or any member of FUNO to these guidelines must be made known to FUNO through the following means: Email: denuncias@lineaeticafuno.mx Website: www.lineaeticafuno.mx Phone: 800-123-FUNO(3866)

VII. ENVIRONMENT:

. The supplier must comply with all applicable environmental laws, regulations and standards, and implement an effective system to identify and eliminate potential hazards or threats to the environment.

F U N O We expect our suppliers to:

MINIMUM SUPPLIER COMPLIANCE

- 1. Maintain a preventive approach and encourage initiatives that promote greater environmental responsibility, seeking greater efficiency in their activities, facilities, equipment and means of work.
- 2. Provide effective systems for the identification, control and treatment of the main environmental impacts generated by their activities in terms of consumption of natural resources, management of emissions, waste, hazardous substances and discharges.
- 3. Have integrated environmental management including water management, soil/subsoil management, protection and conservation of biodiversity, minimization of emissions into the atmosphere, efficient use of resources and comprehensive waste management.
- 4. Use, in the event of environmental damage, all necessary means to restore the situation prior to the event that caused the impact.
- 5. Collaborate with FIBRA UNO in meeting its greenhouse gas emission reduction objectives (carbon footprint) and implement measures aimed at this end
- 6. Present relevant data and/or indicators on their environmental activities when required by FIBRA UNO

VIII. COMPLIANCE

The Supplier expressly acknowledges that non-compliance with the practices established herein will result in the immediate termination of the agreement entered into with FUNO, and consequently they will be excluded from the database of authorized suppliers of FUNO, obliging themselves to leave FUNO in peace and safety and release it from any action brought against it, for a breach by the supplier of the provisions of this document, as well as to indemnify it from any damages that it may suffer as a result of such breach by the supplier, including, without limitation, the legal expenses and attorneys' fees incurred by the supplier, without the need for a judicial declaration

FUNO reserves the right to verify compliance with these ethical guidelines either through self-evaluations, visits and/or audits.

IX. ACCEPTANCE

The signing and acceptance of these ethical guidelines for Suppliers implies that:

- Know the content of these ethical guidelines and
- It undertakes to comply with it, both on behalf of the signatory company and its main shareholders, administrators, directors, affiliates, subsidiaries and employees,
- It undertakes to promote among its main suppliers, subcontractors and collaborators contracted in the context of its relationship with FUNO a behavior aligned and respectful with the principles, values and commitments established herein

X. VALIDITY



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



XI. INTERPRETATION AND 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 domicile.

Mexico City to XX of XXXX of XXX	<u>X.</u>
The Supplier	FUNO
Name and signature of natural person or legal representative.	Name and signature of the person in charge of the area.