

TERMS AND CONDITIONS OF THE PURCHASE ORDER:

THESE TERMS AND CONDITIONS ARE PART OF THE "PURCHASE ORDER", AND MUST BE FULLY HONORED BY "THE SUPPLIER", DURING THE PROCUREMENT OF "THE PRODUCTS" AND/OR THE DELIVERY OF "THE SERVICES". "VANITVE" WILL NOT ACCEPT ANY ADDITION, EXCEPTION, OR CHANGES TO THESE TERMS, WHETHER THEY ARISE FROM ANY DOCUMENT FROM THE "SUPPLIER" OR HIS TERMS AND CONDITIONS, UNLESS THEY ARE EXPRESSLY APPROVED BY "VANITVE" IN WRITING. THESE CONDITIONS AND TERMS SUPERSEDE ANY PRIOR AGREEMENT, WHETHER ORAL OR IN WRITING BETWEEN THE PARTIES IN RELATIONSHIP WITH THE PROCUREMENT OF "THE PRODUCTS" AND/OR THE DELIVERY OF "THE SERVICES", AND SHALL SUPERSEDE ANY OTHER TERM AND CONDITION THAT MAY BE INCLUDED ON ANY PURCHASE ORDER AND FROM ANY OTHER DOCUMENT SUBMITTED BY "THE SUPPLIER", BEFORE, DURING OR AFTER THE PURCHASE ORDER IS ISSUED SUBJECT TO THE EXEMPTIONS ESTABLISHED BY THIS "PURCHASE ORDER". "VANITVE" RESERVES THE RIGHT TO CANCEL IT WITHOUT ANY KIND OF LIABILITY, IN CASE OF ANY NON-COMPLIANCE TO ITS PROVISIONS BY "THE SUPPLIER".

For the purposes of this "PURCHASE ORDER", the following shall be considered:

"VANITVE": The company that has issued this "PURCHASE ORDER" belonging to the corporate group Vanitve.

"THE SUPPLIER": The physical person or corporation indicated on the cover page of this "PURCHASE ORDER".

"CONFIDENTIAL INFORMATION": Means any trading, industrial, technical, or any other kind of information, property of "THE PARTIES", as well as any other information about their products, improvements and industrial, professional, trading, technical and development activities, contained on documents, on electronic or magnetic means, optical discs, films, microfilms or other similar means, to which a third party could have access during the ordinary term of operations, and about which "THE PARTIES" have or have had the knowledge, as a result of this "PURCHASE ORDER".

Such "CONFIDENTIAL INFORMATION" includes, but is not limited to, capacity and volume of production, prices, expenses, costs, clients, suppliers, manufacturing formula, starting material, product specifications, manufacturing specifications, equipment and design (layout) of manufacturing facility, methods and analytical studies, analytical development and analysis technology, technological information received from third parties, manufacturing practices, assurance and quality, trading and financial records, investment projects, sales forecast, manufacturing processes, quality records, stability and compatibility studies, technology and equipment, features and development of product, property of "THE PARTIES" or of third parties that have been disclosed to any of "THE PARTIES" by any oral, written, visual or electronic mean, regardless of the form and means on which such information is provided, disclosed or exposed.

"THE PARTIES": Jointly "VANITVE" and "THE SUPPLIER".

"THE PRODUCTS": Meaning those indicated on this "PURCHASE ORDER", which shall be supplied or sold by "THE SUPPLIER" to "VANITVE".

"THE SERVICES": Meaning those indicated on this "PURCHASE ORDER", which shall be delivered by "THE SUPPLIER".

"PURCHASE ORDER": This document containing the terms and conditions which shall reign the trading relationship of "THE PARTIES", in case there is no duly signed agreement and/or it is no longer current.

Based on the definitions set out hereinabove, "THE PARTIES" are subject to the following terms and conditions:

I. **Characteristics of "THE PRODUCTS" and/or "THE SERVICES"**. "THE SUPPLIER" shall provide "THE PRODUCTS" and/or deliver "THE SERVICES" to "VANITVE" according to the characteristics, specifications and amounts indicated on the cover page of this "PURCHASE ORDER".

About Compensation and payment. "VANITVE" shall pay the amount indicated on the "PURCHASE ORDER" in the currency "VANITVE" states in the "PURCHASE ORDER". "THE SUPPLIER" shall be subject to the withholding indicated on the cover page of this "PURCHASE ORDER" regarding the withholding that may apply in compliance with current tax legislation. Furthermore, the invoice that for such purposes issues "THE SUPPLIER" shall fulfill current tax requirements and shall be covered by "VANITVE" according to its supplier payment policy (DPO) or other terms, within 30 (thirty) calendar days counted from the date on which "VANITVE" receives the corresponding invoice which shall fulfill current tax requirements, except that on the cover page of this "PURCHASE ORDER" another payment terms is established. "VANITVE" shall have the right to update its payment conditions with prior notice to "THE SUPPLIER" in case "VANITVE" makes such change to a corporate level.

"THE SUPPLIER" guarantees the quoted prices on the "PURCHASE ORDER" are well within the market competitive edge. "THE SUPPLIER" accepts and understands "VANITVE" could review prices on the market and where applicable, determine if the prices do not honor the trading boundaries marked in that sense. Hence, "VANITVE" could terminate this "PURCHASE ORDER" without any liability and without the need of an affidavit, in case it determines to its entire discretion the prices do not adhere to current trading conditions.

Except when the cover page of this "PURCHASE ORDER" indicates otherwise, the prices included on this "PURCHASE ORDER" include all the charges due to packaging, storing and shipping to the delivery site, as well as corresponding applicable taxes. Any other tax not subject to any exception, shall be disclose separately on the invoice from "THE SUPPLIER".

The payment of an invoice shall not constitute the acceptance of "THE PRODUCTS", and the invoice shall be adjusted for any error, lack and defect. Any invoice claim shall not be a reason for "THE SUPPLIER" to not supply "THE PRODUCTS" nor deliver "THE SERVICES".

"THE SUPPLIER" ACCEPTS "VANITVE" SHALL NEVER PAY AT ANY TIME FOR COMPENSATIONS, PENALTIES FOR LATE PAYMENT, NOR WILL IT BE SUBJECT TO LEGENDS OR DISPOSITIONS CONTAINED ON THE INVOICES "THE SUPPLIER" COULD PRESENT TO "VANITVE". FURTHERMORE, "VANITVE" SHALL RESERVE THE RIGHT TO CANCEL THIS "PURCHASE ORDER" WITHOUT ANY LIABILITY ON ITS BEHALF.

II. **About the Requirement for the Supply of "THE PRODUCTS" and/or the Delivery of "THE SERVICES"**. Once this "PURCHASE ORDER" is received by email, "THE SUPPLIER" shall guarantee to "VANITVE" its compliance according to the specifications and terms established on the cover page thereof.

III. **Warranties**: "THE SUPPLIER" undertakes, states and guarantees that: a) the requested goods or services shall be tradable; it shall be comply with the "PURCHASE ORDER", the specifications, drawings and other descriptions to which reference is made on "PURCHASE ORDER"; and any accepted sample; shall be defect free on materials and workmanship; shall be free of design defects unless the design has been submitted by "VANITVE"; and shall be suitable and fit for the intended purpose. "THE SUPPLIER" guarantees to own the property, free of tolls over "THE PRODUCTS" and that the goods or services are to be delivered free of tolls or liens; b) "THE PRODUCTS": (1) are not tampered with or mislabeled according to applicable legislation; (2) are not merchandise that, under applicable legislation cannot enter the market; and (3) shall fulfill all and every applicable legislation and regulation or other legal requirement related to the manufacturing, packaging and delivery of "THE PRODUCTS"; c) shall deliver all of "THE SERVICES" competently, professionally and in compliance with every applicable legislation, and shall have the knowledge and understanding to deliver them; d) shall comply with the guidelines and requirements of "VANITVE" (and any other future amendment thereof), included those related to privacy of data and security of information; e) Nor "THE SUPPLIER", nor any of its employees, or authorized contractors: (i) have been included on the black lists (referred to as "black lists"), issued by national authorities, as well as international entities or other country's authorities that are disclosed by the competent authority on (1) it has been convicted for any felony; or (ii) has been included on the official lists by tax authority on (1) it is a tax evader; or (ii) as well as any other list issued by another competent authority on the territory where it operates and/or "THE SUPPLIER" has been constituted; and f) All the warranties and other liabilities that may be prescribed in law shall be extended to "VANITVE", its successors, assignees and clients and to the users of the goods or services which shall be supplied up to any expiration date indicated on the goods, or, if the expiration date is not indicated, for a period of one (1) year after delivery.

IV. **About Penalties for Non-Compliance**. In case of non-compliance by "THE SUPPLIER" to these terms and conditions, "VANITVE" shall have the right to choose any of the following actions: (i) to accept the late compliance of the supply of "THE PRODUCTS" and/or the delivery of "THE SERVICES" by "THE SUPPLIER" in which case "THE SUPPLIER" shall pay "VANITVE" as a contractual penalty for delay, equivalent to 0.5% (zero point five percent) daily of the value of this "PURCHASE ORDER", until the entire supply compliance of "THE PRODUCTS" and/or of "THE SERVICES" indicated on this "PURCHASE ORDER"; (ii) to cancel the "PURCHASE ORDER" without liability by the part of "VANITVE", which effects shall be immediate and as a penalty to "THE SUPPLIER", "VANITVE" shall have the faculty to withhold the payment of the compensation indicated on this "PURCHASE ORDER". Without limiting the foregoing to the actions, that "VANITVE" may be entitled to execute for non-compliance of this "PURCHASE ORDER".

V. **In case of supply of "THE PRODUCTS"**. "THE PRODUCTS" shall be supplied according to the characteristics of this "PURCHASE ORDER" and shall be delivered at the address that "VANITVE" indicates to "THE SUPPLIER", without any additional charge under the concept of shipping. Except when the cover page of this "PURCHASE ORDER" indicates otherwise, all the expenses caused by the reason of freight and delivery of "THE PRODUCTS", shall be covered exclusively by "THE SUPPLIER", being responsible when applicable, for the damages "THE PRODUCTS" may undergo, on the assumption in which "THE SUPPLIER" will be held liable to compensate "VANITVE" for the damages or prejudices undergone, complying with this "PURCHASE ORDER". In case "THE SUPPLIER" identifies that any of "THE PRODUCTS" do not comply with the specifications established on this "PURCHASE ORDER", it will notify "THE SUPPLIER" the reject of "THE PRODUCTS". "THE SUPPLIER" shall respond to "VANITVE" with the action plan regarding "THE PRODUCTS" in a period of time not longer than 72 (seventy two) hours, being responsible for all the expenses that may arise from this reason. "VANITVE" shall verify the action plan issued by "THE SUPPLIER" and shall determine its approval, notifying "THE SUPPLIER" of such decision with the purpose of executing the corresponding action plan. Nevertheless, "VANITVE" could terminate this "PURCHASE ORDER" without any liability and without the need of an affidavit, in case it determines at its entire discretion the action plan submitted by "THE SUPPLIER" does not comply with the terms and conditions set out on this "PURCHASE ORDER". If "THE SUPPLIER" does not supply "THE PRODUCTS" in the means and terms of this "PURCHASE ORDER", it shall compensate "VANITVE" for the damages, prejudices, fines and expenses that "VANITVE" may incur in due to such non-compliance; additionally, to the penalty established hereinbefore that "VANITVE" has the right to apply. In the case "THE SUPPLIER" outsources a freight company for the supply of "THE PRODUCTS", "THE SUPPLIER" shall be liable for any work claim that "VANITVE" may be involved in and/or any of its affiliated or subsidiary companies, being obliged to hold them harmless and furthermore "THE SUPPLIER" shall continue being in the eyes of "VANITVE" the only solitary responsible for the entire performance of all and each of the terms and conditions of this "PURCHASE ORDER". "THE SUPPLIER" shall be subject to the terms and conditions of this "PURCHASE ORDER" at any time, the "THE SUPPLIER" exceeds three (3) consecutive delayed deliveries, "VANITVE" shall have the right to request an action plan in writing, normally in the form of a Corrective Action Plan of the Supplier ("PAC") of "THE SUPPLIER" about how delayed deliveries are being handled.

VI. **In case of delivery of "THE SERVICES"**. "THE SERVICES" shall be delivered according to the characteristics on this "PURCHASE ORDER". Except if the cover page of this "PURCHASE ORDER" establishes otherwise, every expense arising from the reason of "THE SERVICES" that "THE SUPPLIER" is obliged to deliver on the terms of this "PURCHASE ORDER", shall be covered exclusively by "THE SUPPLIER". In the case "VANITVE" identifies that "THE SERVICES" do not comply with the specifications established on this "PURCHASE ORDER", it shall notify "THE SUPPLIER" the reject of "THE SERVICES". "THE SUPPLIER" shall respond to "VANITVE" with the action plan regarding "THE SERVICES" in a period of time not longer than 48 (forty eight) hours, being liable for every expense that may arise from this reason. "VANITVE" shall review the action plan issued by "THE SUPPLIER" and it will determine its approval, notifying "THE SUPPLIER" of such decision with the purpose of executing the corresponding action plan. Nevertheless, "VANITVE" could terminate this "PURCHASE ORDER" without any liability and without the need of an affidavit, in case it determines at its entire discretion the action plan submitted by "THE SUPPLIER" does not comply with the terms and conditions set out on this "PURCHASE ORDER". If "THE SUPPLIER" does not deliver "THE SERVICES" in the means and terms on this "PURCHASE ORDER", it shall compensate "VANITVE" for the damages, prejudices, fines and expenses that "VANITVE" may incur in due to such non-compliance; as well as the penalty set out on article IV hereinabove that "VANITVE" has the right to apply. At any time, the "THE SUPPLIER" exceeds three (3) consecutive delayed deliveries, "VANITVE" shall have the right to request an action plan in writing, normally in the form of a Corrective Action Plan of the Supplier ("PAC") of "THE SUPPLIER" about how delayed deliveries are being handled.

VII. **About Travel Expenses**. "THE SUPPLIER" shall accept and acknowledges that "VANITVE" does not pay nor reimburse the expenses the "THE SUPPLIER" may incur in to because of the supply of "THE PRODUCTS" and/or the delivery of "THE SERVICES", subject to what is established on the cover page of this "PURCHASE ORDER", except on extraordinary cases approved by "VANITVE", in which case, the corresponding reimbursement shall be subject to the maximum amounts authorized by the "Reimbursement Policy" for travel and other expenses by non "VANITVE" employees and comply with the guidelines established thereof. Therefore, "THE SUPPLIER" shall submit to "VANITVE" the costs and receipts of the travel expenses that comply with the requirements at the time of their issue. Any reimbursement of expenses "THE SUPPLIER" may incur in must be agreed upon in writing by "VANITVE" prior to being paid.

Quality Control. During the supply of "THE PRODUCTS" and/or the delivery of "THE SERVICES", "THE SUPPLIER" is obliged to apply every human, professional and technical resource it has and that are necessary to comply with this "PURCHASE ORDER", as well as the performance of the work being commanded by "VANITVE", it will dedicate all efforts to develop and perform the tasks being commanded.

VIII. **Inspections and right to Audit**. "THE SUPPLIER" shall allow the inspection by "VANITVE" of its operations of "THE SUPPLIER" with reference exclusively to "THE PRODUCTS" and "THE SERVICES". "THE SUPPLIER" is obliged to provide "VANITVE" with the information requested and at any time it happens, the information required by "VANITVE", to verify the compliance with the terms of this "PURCHASE ORDER" on behalf of "THE SUPPLIER"; the applicable policies and legislations, codes and/or guidelines of "VANITVE", including without limitation, any accreditation needed by "THE SUPPLIER". "THE SUPPLIER" shall keep exact and complete records related to "THE PRODUCTS" and/or "THE SERVICES", including invoices and expenses, according to the applicable accountability principles, industry practices and applicable legislation. "THE SUPPLIER" shall keep such invoices for a period of at least six (6) months after the supply of "THE PRODUCTS" and/or the delivery of "THE SERVICES", unless such period is longer, according to applicable legislation. Lastly, "THE SUPPLIER" shall allow "VANITVE" to audit and verify the books and records of "THE SUPPLIER" exclusively related to "THE PRODUCTS" and/or "THE SERVICES", with prior request in writing by "VANITVE" for this purpose.

IX. **Compliance with Legislation**. "THE SUPPLIER" shall comply with at all times during the supply of "THE PRODUCTS" and/or the delivery of "THE SERVICES", including making payments of every kind, with all applicable legal dispositions, as well as the norms related to "THE PRODUCTS" and/or to "THE SERVICES", including without limitation, any applicable legislation on international trading, the ones applicable on (1) as well as current normativity in such territory. Any of the "THE PARTIES" shall immediately notify the other about any issue it has become aware of about the safety or toxicity of "THE PRODUCTS" and/or "THE SERVICES". "THE SUPPLIER" shall notify "VANITVE" about any inspection performed by any authority and/or any verification unit authorized for such purposes and that involves "THE PRODUCTS" and/or "THE SERVICES". In that regard it shall submit to "VANITVE" a copy of the results of such inspection and when applicable the corresponding corrective actions. "THE SUPPLIER" shall be liable for any fine or penalty arising from the non-compliance of the legislation, guidelines and/or policies at their facilities or activities, being obliged to hold "VANITVE" harmless regarding any given liability, fine or penalty, detention, forfeiture or lien attributable to it, being obliged to indemnify "VANITVE" for the damages and prejudices they may have caused. "THE SUPPLIER" guarantees and is obliged with "VANITVE" that the supply of "THE PRODUCTS" and/or the delivery of "THE SERVICES" is to be developed within the framework of legality, professionalism, ethics and especially the principles set out on the policies of global trading practices of "VANITVE" (hereunder "NGC"), the "Foreign Corrupt Practices Act" of the United States of America (hereunder "FCPA"), the "Bribery Act" of the United Kingdom, as well as any other regulation regarding the (1) (hereunder "APPLICABLE REGULATIONS") to which "VANITVE" and/or its affiliates is subject to owing to its quality of being a subsidiary of an American company. According to what is set out on the "APPLICABLE REGULATIONS", "THE SUPPLIER" states and agrees that it will not make and shall not make any kind of payment or bribe or other improper payment or make any kind of inappropriate payment or wire transfer of any monetary amount under the concept of gift, to any receiver, whether private and/or public figure, directly or indirectly with the purpose of obtaining or influence the acting and/or decision making of government official in favor of "THE SUPPLIER" and/or with the purpose of securing any inappropriate advantage in regards of this "PURCHASE ORDER" or the trading relationship with "VANITVE" or to participate in acts of bribery or corruption. "THE SUPPLIER" shall comply with anti-corruption or anti-money laundering legislations of any jurisdiction on which "THE SUPPLIER" directly or indirectly has intervention. "THE SUPPLIER" is additionally obliged to, fully inform any subcontractor, agent or another party it designates, of such legislation and practices and to demand tight compliance of such anti-corruption laws, legislations and policies generally accepted by industry standards; that matter, "THE SUPPLIER" is likewise obliged to reject any request it receives from official whose target or effect is to secure sales or debt payments to "VANITVE" and/or its affiliates or any other benefit to "VANITVE" and/or its affiliates, in exchange of money or any other personal benefit or that implies the performing of any activity considered as a felony in compliance with the legislation of (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) 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X. **Relationship with the Government**. "THE SUPPLIER" states under oath, that none of its employees, officers, directors, owners, agents, representatives, shareholders, affiliates or subcontractors is a government official or employee of any municipal, state and/or federal administration, within the territory where "THE PRODUCTS" and/or "THE SERVICES" are delivered. Furthermore, that it does not have any undisclosed shareholdings or interests in any government officials that hold positions or titles at any authority that has the faculty of decision over the products or therapies for "VANITVE", or related to them at the moment of the supply of "THE PRODUCTS" and/or the delivery of "THE SERVICES". "THE SUPPLIER" agrees as well to notify immediately in writing "VANITVE" about any change to such situation. Furthermore, in case that due to the nature of "THE PRODUCTS" and/or "THE SERVICES" the presence of "THE SUPPLIER" is required before any government agency whether municipal, state or federal, and "VANITVE" discretion it will have the faculty to hold "THE SUPPLIER" to the process of Third Party Evaluation (Due Diligence) of "VANITVE". If at the end of the process Third Party Evaluation, "THE SUPPLIER" is not approved by external auditors, "VANITVE" shall have the faculty to cancel "PURCHASE ORDER" without any liability of its behalf nor the need of prior legal resolution; with immediate effect after written notice to "THE SUPPLIER", in which case, "VANITVE" shall pay "THE PRODUCTS" supplied at "VANITVE" pleasure and/or "THE SERVICES" duly delivered at the date of such notice.

XI. **Vulnerable Activities**. The resources forming part of equity of "THE SUPPLIER" do not come from asset laundering, smuggling, corruption, fraud, extortion, tax avoidance, drug trafficking, illicit procurement of money and in general from any unlawful activity in terms of current legislation in the country where "THE SUPPLIER" operates. "THE SUPPLIER" shall not make use of its resources to make use of in regards with "THE PRODUCTS" and/or the delivery of "THE SERVICES", do not come nor shall be destined to any of the activities set out by such legislation as unlawful activities.

XII. **Environmental Sustainability**. "THE SUPPLIER" shall dedicate its best effort to fulfill such commitment by the compliance of good or sustainability practices generally accepted "VANITVE" is a part of or issues and that at the time shall be delivered to the "SUPPLIER"; the foregoing with the purpose of identifying "THE PRODUCTS" and/or "THE SERVICES" that may have a minimum impact on the environment, and as long as "THE PRODUCTS" and/or "THE SERVICES" keep the quality, technical functionality and competitiveness according to current environmental legislation in (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100) (101) (102) (103) (104) (105) (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (123) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138) (139) (140) (141) (142) (143) (144) (145) (146) (147) (148) (149) (150) (151) (152) (153) (154) (155) (156) (157) (158) (159) (160) (161) (162) (163) (164) (165) (166) (167) (168) (169) (170) (171) (172) (173) (174) (175) (176) (177) (178) (179) (180) (181) (182) (183) (184) (185) (186) (187) (188) (189) (190) (191) (192) (193) (194) (195) (196) (197) (198) (199) (200) (201) (202) (203) (204) (205) (206) (207) (208) (209) (210) (211) (212) (213) (214) (215) (216) (217) (218) (219) (220) (221) (222) (223) (224) (225) (226) (227) (228) (229) (230) (231) (232) (233) (234) (235) (236) (237) (238) (239) (240) (241) (242) (243) (244) (245) (246) (247) (248) (249) (250) (251) (252) (253) (254) (255) (256) (257) (258) (259) (260) (261) (262) (263) (264) (265) (266) (267) (268) (269) (270) (271) (272) (273) (274) (275) (276) (277) (278) (279) (280) (281) (282) (283) (284) (285) (286) (287) (288) (289) (290) (291) (292) (293) (294) (295) (296) (297) (298) (299) (300) (301) (302) (303) (304) (305) (306) (307) (308) (309) (310) (311) (312) (313) (314

XVII. Risk of Loss of the Thing: "THE SUPPLIER" will assume the risk of loss or damage of "THE PRODUCTS" object of "THE PURCHASE ORDER" until they are delivered and accepted by "VANTIVE".

XVIII. Excess Shipping: Shipping in excess of "THE PRODUCTS" will be considered as "rejected" by "VANTIVE" if said over-shipment exceeds 10% (ten percent) of the total order price, so "THE PRODUCTS" will be returned to "THE SUPPLIER" at your own expense and cost.

XIX. Modifications to "THE PRODUCTS" and/or "THE SERVICES": "THE PARTIES" agree that in case that "THE SUPPLIER" requires to make any modifications to "THE PRODUCTS" and/or "THE SERVICES", it must inform "VANTIVE", in writing with a minimum anticipation of 30 (thirty) calendar days prior to the date on which it intends to make the respective modification, so that "VANTIVE" can present its opinion or objections regarding said modification or even its rejection. It is important to point out that "THE SUPPLIER" at no time may modify the characteristics of "THE PRODUCTS" and/or "THE SERVICES" at its discretion and without prior written authorization from "VANTIVE", since "VANTIVE" undertakes to execute the "PURCHASE ORDER" immediately, without any liability, as well as giving "VANTIVE" the power not to pay this "PURCHASE ORDER" and claim the damages caused. Modifications mentioned in this paragraph include, but are not limited to, goods, component parts, tools, sources of raw materials, procedures, or manufacturing sites. If changes have been made to "THE PRODUCTS" and/or "THE SERVICES" by prior written authorization from "VANTIVE", once they have been completed, if they do not comply with what was agreed, either in terms of quality or in terms of quantity, it is important to note that it will have the right to apply any of the penalties indicated in this instrument, in which case it will notify "THE SUPPLIER" of its decision, and the latter undertakes to guarantee "VANTIVE" for a maximum term of 5 (five) calendar days the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES", in its original form and process. After this term, "VANTIVE" may request the supply of "THE PRODUCTS" and/or the completion of "THE SERVICES" to a third party, whose difference in expenses must be covered by "THE SUPPLIER". This will not be construed as a breach by "VANTIVE" to this "PURCHASE ORDER" which will be automatically canceled. It is important to note that at no time "THE SUPPLIER" may reduce the quality of "THE PRODUCTS" and/or "THE SERVICES", since this will cause the immediate cancellation of this "PURCHASE ORDER" without any responsibility of "VANTIVE", without prejudice to the actions that "VANTIVE" decides to exercise against "THE SUPPLIER".

XX. Validity: This "PURCHASE ORDER" will be valid for the term agreed upon therein, and, if applicable, for that reasonable term that "VANTIVE" may grant to "THE SUPPLIER" for the final delivery of "THE PRODUCTS" and/or the completion of the provision of "THE SERVICES" indicated therein to the satisfaction of "VANTIVE", without prejudice to the penalties to which "THE SUPPLIER" becomes creditor for non-compliance. "VANTIVE" reserves the right to terminate this "PURCHASE ORDER", without any responsibility on its part, as long as it notifies "THE SUPPLIER" in writing at least 10 (ten) business days in advance and without prejudice to complying with the payment obligations on "THE PRODUCTS" and/or "THE SERVICES" that "THE SUPPLIER" has already fulfilled in a timely manner. Once the purpose of this "PURCHASE ORDER" has been fulfilled and that it is paid to "THE SUPPLIER" by "VANTIVE", "THE PARTIES" will not be legally or commercially bound, with the understanding that these terms and conditions will not be interpreted as an indefinite term contract between "THE PARTIES", since once "THE PRODUCTS" have been delivered and/or "THE SERVICES" have been provided to the complete satisfaction of "VANTIVE", "THE PARTIES" will tacitly finalize the fulfillment of the obligations under their charge in accordance with the terms and conditions of this "PURCHASE ORDER", without the need to sign a termination agreement and/or by prior judicial resolution.

XXI. Confidentiality and Protection of Personal Data: "THE SUPPLIER" undertakes during the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES" and for a period of 10 (ten) years after the date of delivery to the satisfaction of "VANTIVE" not to reveal, distribute, use, disclose, instruct, publish, in whole or in part, for itself or for third parties, the "CONFIDENTIAL INFORMATION" that has been provided to "VANTIVE" or that is identified as confidential information by "VANTIVE". "THE SUPPLIER" understands that the information contained in this point will not be applicable in the following cases: (i) When the "CONFIDENTIAL INFORMATION" is legally made into the public domain; (ii) When the recipient of the "CONFIDENTIAL INFORMATION" receives it from a third party who is legally empowered to do so; (iii) When the "CONFIDENTIAL INFORMATION" has been known to the recipient in accordance with documentary evidence; (iv) When the disclosure of the "CONFIDENTIAL INFORMATION" required by the laws or regulations with applicable provisions. "THE SUPPLIER" will precisely instruct its employees, dependents, officials or consultants who become related to "THE PRODUCTS" and/or "THE SERVICES", regarding the confidentiality terms provided in this "PURCHASE ORDER" and must obtain the individual confidentiality commitment from each of them. The "CONFIDENTIAL INFORMATION" of each of "THE PARTIES" may contain personal data, so each party is obliged to adopt the measures, mechanisms and procedures necessary for the protection of personal data and/or sensitive personal information, as well as to ensure that the information is not disclosed to third parties. "THE SUPPLIER" is forced in [redacted]. All information disclosed to "VANTIVE" by "THE SUPPLIER" in connection with this "PURCHASE ORDER" is provided in [redacted] for the consideration for placing the order by "VANTIVE". This information should not be treated as confidential according to this point and "THE SUPPLIER" will not be able to present or make any claim against "VANTIVE", its assignees or clients, for its disclosure or use.

XXII. Intellectual Property: "THE SUPPLIER" accepts and acknowledges that all the intellectual property rights that belong to each of "THE PARTIES" will remain and will continue to be the property of each of them, so that nothing established in this "PURCHASE ORDER" generates in favor of "THE SUPPLIER" the right to the trademarks, trade names, designs, patents, copyrights or other industrial design or intellectual property rights of "VANTIVE", without its prior written authorization. "THE SUPPLIER" guarantees that it legally complies with all the rights and licenses necessary for the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES", for which it is obliged to remove "VANTIVE" in peace and safety, of any claim that it may have due to the violation of intellectual property rights of third parties due to the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES", as well as to pay "VANTIVE" the amounts that the latter would have paid for this concept. Also, in this act "THE SUPPLIER" transfers to "VANTIVE" the ownership of the results of "THE PRODUCTS" and/or "THE SERVICES", including the ownership of each and every one of the intellectual property rights and know how that, where appropriate, are generated, unless said rights are owned by "THE SUPPLIER" or, where appropriate, it is shown that they were developed independently of the creation of "THE PRODUCTS" and/or the development of "THE SERVICES" actually provided. The transfer of rights referred to in the previous paragraph will be exclusive, worldwide, perpetual and complete, and will include the right to ensure the publication results in any form and to make any modification or alteration to the results. "THE SUPPLIER" guarantees that the employees assigned to supply "THE PRODUCTS" and/or provide "THE SERVICES", will waive their right to object in relation to the results and their right to be mentioned as authors with respect to the use or modification and alteration of the results.

XXIII. Material Supplied by "VANTIVE": "THE SUPPLIER" will not use, reproduce, become proprietary, or disclose to anyone other than "VANTIVE", the material, tools, matrices, drawings, designs or other property or information provided by "VANTIVE" (the "Material") without the prior authorization of "VANTIVE" in writing. Pursuant to the previous point, the property of all the Material will remain with "VANTIVE" at all times and, whenever possible, the Material will be returned to "VANTIVE" immediately. "THE SUPPLIER" will be responsible for any damage or loss of the Material until it is returned to "VANTIVE". All Material, whether or not damaged or used, will be returned to "VANTIVE" upon finishing or completion of this "PURCHASE ORDER", unless otherwise indicated by "VANTIVE".

XXIV. Use of Vantive's Name or Brand: "THE SUPPLIER" will not submit or publish, or submit for publication, any work that specifically refers in relation to "THE PRODUCTS" and/or "THE SERVICES" provided solely for "VANTIVE" or that identifies or may identify "VANTIVE" without the prior written approval of "VANTIVE". "THE SUPPLIER" will not use the name "VANTIVE" in any advertising, article, press release, social media, promotional materials or publicity on the website, nor will it disclose to any third party the terms of this "PURCHASE ORDER" or the fact that "THE SUPPLIER" is supplying goods or services to "VANTIVE", without prior authorization from "VANTIVE" in writing (which will be at the sole discretion of "VANTIVE" to grant it or not).

XXV. Employment Relationship: "THE SUPPLIER" expressly assumes the character of employer with respect to the people who are included within its staff, for all legal purposes that may arise, which is why "THE SUPPLIER" is obliged to take out in peace and safety to "VANTIVE" and to any of its affiliated companies, the responsibility of the subcontracted company that such persons may establish against the latter in relation to the work they perform. By virtue of the foregoing, "THE PARTIES" acknowledge that there is no employment relationship between "VANTIVE" and the staff of "THE SUPPLIER", so it will be on behalf of and in charge of "THE SUPPLIER" the appropriate, exact and faithful compliance with the obligations that the applicable laws and regulations impose on "THE SUPPLIER" in its capacity as employer with respect to its staff. In the event that any person included within the staff of "THE SUPPLIER" institutes any labor action against "VANTIVE" and/or any of its affiliated companies, the latter will be responsible for the defense of the same, as well as to modify after the provisions of point XIV of this terms and conditions, so it appears at trial in order to assert his defense, "THE SUPPLIER" also undertakes to demarcate "VANTIVE" and any of its affiliated or subsidiary companies of any labor liability and to remove them in peace from the trial. "THE PARTIES" agree that this "PURCHASE ORDER" does not attribute to "THE SUPPLIER" or its agents, advisers, subcontractors, workers or employees, the position of agents or employees of "VANTIVE" for the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES". "THE SUPPLIER" will use staff of legal age and with sufficient legal capacity that will be under its dependence and subordination and precisely hired by "THE SUPPLIER", who is the only employer for the performance of this "PURCHASE ORDER", and since "THE SUPPLIER" has sufficient elements of its own to comply with the obligations arising from the employment relationship with its staff. For this reason, "THE SUPPLIER" will be solely and exclusively responsible for the employment relationship and consequently for any legal obligations arising from the existing relationship with its agents, consultants, subcontractors, workers or employees, as established in the current and applicable labor, tax or social security legislation of [redacted]. In no case and for no reason may "VANTIVE" or any of its affiliated or subsidiary companies be considered as a direct or substitute employer of "THE SUPPLIER" or of its agents, advisers, subcontractors, workers or employees, therefore, "THE SUPPLIER" will be solely and exclusively responsible for the salaries of the personnel it occupies when supplying "THE PRODUCTS" and/or when providing "THE SERVICES" that are contracted and is responsible for all individual or collective claims of any nature that for any reason may present their agents, advisers, subcontractors, workers or employees, therefore it is obliged to indemnify, release and remove in peace and safety to "VANTIVE" and to any of its affiliated or subsidiary companies against any claim or individual demand or collective that the staff of "THE SUPPLIER" pretend to do or before any authority against them or against "VANTIVE", even in the event that it is exclusively occupied for the performance contracted. Likewise, "THE SUPPLIER" agrees not to hold "VANTIVE" or any of its affiliated or subsidiary companies responsible for benefits, compensation, accidents, injuries, illnesses, unemployment, old age or death that "THE SUPPLIER" may suffer or request directly, if it is a natural person or the personnel of "THE SUPPLIER" or the personnel subcontracted by it, for and as a consequence of the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES". By order and on behalf of "THE SUPPLIER", upon request of "VANTIVE", the staff of "THE SUPPLIER" may supply "THE PRODUCTS" and/or provide "THE SERVICES" indistinctly either at the address of "THE SUPPLIER", the address of "VANTIVE" or, where appropriate, the address of any client to whom "VANTIVE" provides its services, without implying any subordination or employment relationship.

XXVI. Lien: Regarding what is established in the withholding of the consideration indicated in the penalty in point IV of this instrument, if "THE SUPPLIER" fails to comply with any of its obligations established in these terms and conditions, "VANTIVE" may retain the amount of this "PURCHASE ORDER", until "THE SUPPLIER" fulfills its obligations. Notwithstanding the foregoing, "VANTIVE" reserves the right to cancel this "PURCHASE ORDER" whose effect will be immediate, without any liability on its part and without the need for a prior court order or resolution. In the same way, the lien to the consideration may be applied by "VANTIVE" in the event that the staff of "THE SUPPLIER" files any claim of a labor responsibility or action against "VANTIVE" individually or jointly with "THE SUPPLIER". "VANTIVE" will be empowered to retain the amount of the consideration owed to "THE SUPPLIER" until such time as "THE SUPPLIER" and/or "VANTIVE" resolve the aforementioned controversy. "VANTIVE" will enjoy the same lien in the event that the Tax and/or social security authorities initiate any administrative collection and/or enforcement procedure against "VANTIVE".

XXVII. Independence between "THE PARTIES": "THE PARTIES" are totally independent people, there is no type of representation or association between them, so neither of them may be considered a commission agent, partner, agent, associate, distributor or representative of the other, nor that they have been granted the right or authority other than the one granted by virtue of this "PURCHASE ORDER", so as not to create a possible obligation or liability, express or implied. The legal contractual relationship between "VANTIVE" and "THE SUPPLIER" will be that of two independent parties that contract regarding the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES" in compliance with these contractual provisions. None of "THE PARTIES" has the implicit or explicit right to assume or create obligations on representation of or on behalf of the other party or to bind the other party to any contract, agreement or acquire any other obligation with a third party, so no conduct of any of "THE PARTIES" should be considered as entailing a right of this nature.

XXVIII. Transfer: "THE SUPPLIER" may not transfer, in whole or in part, the rights or obligations derived from this "PURCHASE ORDER", except prior authorization in writing from "VANTIVE". For its part, "VANTIVE", at any time, will have the right to transfer the obligations and rights derived from this "PURCHASE ORDER" to its affiliates, subsidiaries, and in general to any third party, without prejudice to the fact that in the event that "VANTIVE" authorizes the transfer by "THE SUPPLIER", the assignee will assume in writing all the obligations of "THE SUPPLIER" under this "PURCHASE ORDER", however, "THE SUPPLIER" will remain the main responsible for these obligations. Likewise, "THE SUPPLIER" may not contract with third parties the fulfillment of the obligations under its charge, without prior written authorization from "VANTIVE". Similarly, "THE SUPPLIER" may not subcontract to third parties, whether physical or legal, agents or representatives, the supply of "THE PRODUCTS" and/or the total or partial performance of "THE SERVICES", without prior approval in writing from "VANTIVE", in which case "THE SUPPLIER" will be solely liable to "VANTIVE" for the damages that said subcontractors may cause to the assets of "VANTIVE".

XXIX. Fortuitous Event or Force Majeure: The following events are understood as "fortuitous events" and/or "force majeure": strikes, work stoppages, concerted acts of workers or other industrial disturbances, epidemics, pandemics, duly decreed states of exception, fires,

explosions, floods or other natural disasters, civil disturbances, uprisings, or armed conflicts, whether declared or undeclared, that prevent the fulfillment of contractual obligations, prohibitions, shortages or rationing of supplies, materials, transport, energy or services, due to accidents, acts of God, or by compliance with governmental provisions or regulations, embargoes (whether or not valid) or any other cause that is beyond the reasonable control of "THE PARTIES" and that is not attributable to them, but that for those reasons they are unable to fulfill their obligations or, a delay is generated in the fulfillment of these. In case of non-compliance or delay in the supply of "THE PRODUCTS" and/or in the provision of "THE SERVICES", due to fortuitous events or force majeure by "THE SUPPLIER", "THE SUPPLIER" undertakes to immediately notify "VANTIVE" the inability to supply "THE PRODUCTS" and/or provide "THE SERVICES" required. "THE SUPPLIER" will not be in default in the fulfillment of its obligations due to said impossibility if it is notified to "VANTIVE" within the following 24 (twenty-four) hours. In the event that said impossibility remains for more than 5 (five) business days, "VANTIVE" may terminate this "PURCHASE ORDER" without any liability and without the need for a judicial declaration. In these cases, "THE SUPPLIER" accepts and understands that "VANTIVE" will not have the obligation to any pay in favor of "THE SUPPLIER", there is no provision of "THE SERVICES" and/or supply of "THE PRODUCTS" in the terms and conditions of the "PURCHASE ORDER" by "THE SUPPLIER", so "THE SUPPLIER" will not be able to claim any amount from "VANTIVE" for the suspension of "THE SERVICES" and/or the supply of "THE PRODUCTS". Likewise, in the event that "VANTIVE" is unable to comply with the obligations of this "PURCHASE ORDER" due to fortuitous events or force majeure, it undertakes to notify "THE SUPPLIER" within a maximum period of 10 (ten) business days counted from the date on which said impossibility arises, with respect to said impossibility, therefore "THE SUPPLIER" accepts and understands that "VANTIVE" will not be responsible for the fulfillment of its obligations under this "PURCHASE ORDER" if any are updated of the assumptions established in this cause, thereby releasing "VANTIVE" from any liability that may accrue for it. "VANTIVE" will not incur in breach of its obligations due to said impossibility if it is notified to "THE SUPPLIER" within a maximum period of 10 (ten) business days from the date on which said impossibility arises. In the event that the impossibility of compliance by "VANTIVE" remains for more than 5 (five) business days, this "PURCHASE ORDER" may be terminated always considering the fulfillment of any pending obligation, if applicable, without the need for judicial declaration, by written notice sent within the following 30 (thirty) calendar days after the aforementioned 5 (five) business days have elapsed. Notwithstanding the foregoing, if the fortuitous event or force majeure is valid for less than 5 (five) business days and its effects are not definitive on the execution of this "PURCHASE ORDER", it will continue in force once the cause that originated it has ceased, extending the validity of the same for the same time that the fortuitous event or force majeure would have taken place by means of a written agreement between "THE PARTIES".

XXX. Rescission: "VANTIVE" may rescind this "PURCHASE ORDER", in whole or in part, without liability: (i) Any act of authority or third parties that claim or sue any "THE SUPPLIER", for any reason that may affect compliance of this "PURCHASE ORDER" and/or related to the same, and whose act is foreign to its counterpart; (ii) due to the bankruptcy, suspension, commercial bankruptcy, dissolution, liquidation, extinction, merger or acquisition of "THE SUPPLIER", according to the relative assumptions referred to in the legislation in force in [redacted]; (iii) In the event that "THE SUPPLIER" does not have the permits, licenses and documents that are necessary for the supply of "THE PRODUCTS" and the provision of "THE SERVICES"; (iv) For any problem or labor dispute that "THE SUPPLIER" may have with its staff or even with subcontracted staff, with prior written authorization from "VANTIVE"; (v) For the breach by "THE SUPPLIER" to any of the obligations acquired by virtue of this "PURCHASE ORDER", upon any termination and/or rescission of this "PURCHASE ORDER", title to all equipment materials, work in progress, finished products, plans, drawings, specifications, information, special tools and any other item for which "THE SUPPLIER" can file a claim, will be from "VANTIVE" and "THE SUPPLIER" will deliver these items without delay to "VANTIVE" and will take all necessary measures to protect said property before said delivery.

XXXI. Right to Compensation: Any claim, against "THE SUPPLIER" or any of its related entities, by "VANTIVE" or any of its related entities arising from this or any other transaction may be set off with any money owed to "THE SUPPLIER" by virtue of this "PURCHASE ORDER".

XXXII. Waiver of Severability: No waiver by "VANTIVE" to claim any breach by "THE SUPPLIER" under this "PURCHASE ORDER" may be considered a waiver of any subsequent breach of the same or any other provision. The waiver of a claim or right arising from a breach under the terms and conditions of this "PURCHASE ORDER" may only be considered valid if it has been made in writing and is duly signed by the aggrieved party. If at any time one or more of the provisions contained in this "PURCHASE ORDER" become invalid, illegal or unenforceable in any respect under any law, rule, regulation or regulation; the validity, legality and applicability of the remaining provisions contained in this document will not be affected or harmed in any way by it.

XXXIII. Survival: The terms and conditions of this "PURCHASE ORDER" will prevail over what is established in any other document that, where appropriate, is celebrated between "THE PARTIES". Notwithstanding the foregoing, (x) the quotation of the provision of "THE SERVICES" and/or of the supply of "THE PRODUCTS" by "THE SUPPLIER" may be considered by "VANTIVE" as long as it does not contradict this "PURCHASE ORDER" and (and) if "THE PARTIES" entered into a contract regarding the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES", the terms of said contract will prevail over this "PURCHASE ORDER".

XXXIV. Notifications: Any notification, communication or notice related to these terms and conditions, must be in writing and signed by the authorized persons of "THE PARTIES" for this purpose, addressed to the addresses indicated in this "PURCHASE ORDER" and make express reference to the latter. Notifications must be sent by a recognized national or international courier company or by certified mail with acknowledgment of receipt or hand-delivered to the address established in this "PURCHASE ORDER". Notifications by virtue of the "PURCHASE ORDER" shall be deemed duly delivered: (i) when delivered by hand; (ii) two days after the deposit in a recognized national or international courier service; or (iii) on the delivery date indicated in the certified mail receipt. A party may change its contact information immediately by notifying the other party in writing in accordance with this section.

XXXV. No Exclusivity: Nothing in this "PURCHASE ORDER" shall be construed as an exclusive right by "THE SUPPLIER", so these terms and conditions do not limit the freedom of "THE PARTIES" to enter into contracts with third parties if it is convenient for their interests.

XXXVI. Amendment: Any modification to this "PURCHASE ORDER" must be made in writing and signed by an authorized representative of each "PARTY".

XXXVII. Non-Exclusive Resources: The rights and resources of "VANTIVE" provided for in these terms and conditions are not exclusive and are cumulative to any other right and remedy provided by Law.

XXXVIII. Jurisdiction and Competence: For the interpretation and fulfillment of this "PURCHASE ORDER", "THE PARTIES" submit to the jurisdiction and competence of the laws and courts of Mexico City, Mexico, renouncing any jurisdiction that may correspond to them by reason of their present or future domiciles.