

**PURCHASE ORDER TERMS AND CONDITIONS:**

THESE TERMS AND CONDITIONS FORM AN INTEGRAL PART OF THE "PURCHASE ORDER" AND MUST BE FULLY COMPLIED WITH BY THE "SUPPLIER" DURING THE SUPPLY OF "THE PRODUCTS" AND/OR THE PROVISION OF "THE SERVICES." "VANTIVE" WILL NOT ACCEPT ANY ADDITIONS, EXCEPTIONS, OR CHANGES TO THESE TERMS, WHETHER THEY ORIGINATE FROM ANY DOCUMENT OF THE "SUPPLIER" OR ITS TERMS AND CONDITIONS, UNLESS EXPRESSLY APPROVED BY "VANTIVE" IN WRITING. THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR UNDERSTANDING, WHETHER VERBAL OR WRITTEN, BETWEEN THE PARTIES REGARDING THE SUPPLY OF "THE PRODUCTS" AND/OR THE PROVISION OF "THE SERVICES" AND SHALL PREVAIL OVER ANY OTHER TERMS AND CONDITIONS THAT MAY BE INCLUDED IN A PURCHASE ORDER AND ANY OTHER DOCUMENT SUBMITTED BY "THE SUPPLIER," BEFORE, DURING, OR AFTER THE PURCHASE ORDER IS ISSUED, SUBJECT TO THE EXCEPTIONS SET FORTH IN THIS "PURCHASE ORDER," IF ANY. "VANTIVE" RESERVES THE RIGHT TO CANCEL THE PURCHASE ORDER WITHOUT ANY LIABILITY IN THE EVENT OF ANY BREACH OF ITS PROVISIONS BY "THE SUPPLIER."

For the purposes of this "PURCHASE ORDER," the following definitions shall apply:

"VANTIVE": The company that has issued this "PURCHASE ORDER" and is part of the Vantive corporate group.

"THE SUPPLIER": The individual or legal entity identified on the cover page of this "PURCHASE ORDER."

"CONFIDENTIAL INFORMATION": All commercial, industrial, technical, or other information of any nature owned by "THE PARTIES," as well as any other information regarding their products, improvements, and industrial, professional, commercial, technical, and development activities, contained in documents, on magnetic or electronic media, optical discs, films, microfilms, or other similar media, to which no third party would have access in the ordinary course of business, and of which "THE PARTIES" have or have had knowledge as a result of this "PURCHASE ORDER."

Such "CONFIDENTIAL INFORMATION" includes, by way of example, but is not limited to, information regarding production capacity and volume, prices, expenses, costs, customers, suppliers, manufacturing formulas, raw materials, product specifications, manufacturing specifications, equipment and layout of the manufacturing plant, analytical methods and studies, analytical development and analysis technology, technological information received from third parties, manufacturing practices, quality assurance and records, commercial and financial information, investment projects, sales forecasts, product quality records, compatibility studies, technical and equipment specifications, and other characteristics and development, owned by "THE PARTIES" or by third parties that have been communicated to any of "THE PARTIES" by any verbal, visual, written, or electronic means, regardless of the form and means by which such information is provided, disseminated, or disclosed.

"THE PARTIES": Collectively, "VANTIVE" and "THE SUPPLIER."

"THE PRODUCTS": Are those specified in this "PURCHASE ORDER," which shall be supplied or sold by "THE SUPPLIER" to "VANTIVE."

"THE SERVICES": Are those specified in this "PURCHASE ORDER," which must be provided by "THE SUPPLIER."

"PURCHASE ORDER": This document containing the terms and conditions that will govern the commercial relationship between "THE PARTIES," in the event that there is no duly signed contract and/or such contract is not in effect.

Pursuant to the definitions set forth above, "THE PARTIES" agree to the following terms and conditions:

I. **Characteristics of "THE PRODUCTS" and/or "THE SERVICES."** "THE SUPPLIER" shall supply "THE PRODUCTS" and/or provide "THE SERVICES" to "VANTIVE" in accordance with the characteristics, specifications, and quantities specified on the cover page of this "PURCHASE ORDER."

**Regarding consideration and payment.** "VANTIVE" shall pay the amount indicated in the "PURCHASE ORDER" in the currency specified on the cover page, plus the corresponding Value Added Tax as shown on the cover page of this "PURCHASE ORDER." "THE SUPPLIER" agrees to provide the invoice on the cover page of the "PURCHASE ORDER" regarding the invoice, including applicable compliance with current tax legislation. Furthermore, the invoice issued by "THE SUPPLIER" for such purposes must meet current tax requirements and will be paid by "VANTIVE," in accordance with its supplier payment policy (DPO), that is, within ninety (90) calendar days from the date on which "VANTIVE" receives the corresponding invoice that complies with current tax requirements, unless another payment method is established on the cover page of this "PURCHASE ORDER." "VANTIVE" shall have the right to update its payment terms upon prior notification to "THE SUPPLIER" in the event that "VANTIVE" implements such a change at the corporate level.

"THE SUPPLIER" guarantees that the prices quoted in the "PURCHASE ORDER" are within the competitive range in the market. "THE SUPPLIER" accepts and understands that "VANTIVE" may review the prices against market rates and, if applicable, determine whether the prices do not comply with the commercial limits established in this regard. Therefore, "VANTIVE" may terminate this "PURCHASE ORDER" without any liability and without the need for a court order, should it determine, in its sole discretion, that the prices do not adhere to market commercial conditions.

Unless the cover page of this "PURCHASE ORDER" indicates otherwise, the prices included in this "PURCHASE ORDER" include all charges for packaging, storage, and transportation to the delivery point, as well as applicable taxes. Any tax not subject to any exemption shall be listed separately on "THE SUPPLIER'S" invoice.

Payment of an invoice shall not constitute acceptance of "THE PRODUCTS" and the invoice shall be adjusted for any errors, shortages, or defects. Any billing dispute shall not be grounds for "THE SUPPLIER" to withhold delivery of "THE PRODUCTS" or to fail to provide "THE SERVICES."

"THE SUPPLIER" AGREES THAT "VANTIVE" SHALL AT NO TIME MAKE PAYMENT OF COMPENSATION, LATE PAYMENT PENALTIES, NOR SHALL IT BE BOUND BY ANY NOTES OR PROVISIONS CONTAINED IN THE INVOICES THAT "THE SUPPLIER" MAY SUBMIT TO "VANTIVE" FURTHERMORE, "VANTIVE" RESERVES THE RIGHT TO CANCEL THIS "PURCHASE ORDER" WITHOUT ANY LIABILITY ON ITS PART.

II. **Regarding the Requirement for the Supply of "THE PRODUCTS" and/or the Provision of "THE SERVICES."** Upon receiving this "PURCHASE ORDER" via email, "THE SUPPLIER" shall guarantee to "VANTIVE" its compliance with the specifications and terms set forth on the cover page thereof.

III. **Warranties:** "THE SUPPLIER" covenants, represents, and warrants that: a) the goods or services ordered shall be merchantable; shall conform to the "PURCHASE ORDER," to the specifications, drawings, and other descriptions referenced in the "PURCHASE ORDER," and to any accepted sample; they shall be free from defects in materials and workmanship; they shall be free from design defects unless the design was provided by "VANTIVE," and they shall be fit and safe for their intended purposes. "THE SUPPLIER" warrants that it has title to "THE PRODUCTS" free from any encumbrances and that the goods and services will be delivered free of liens or attachments; b) "THE PRODUCTS": (1) are not adulterated or mislabeled as defined by applicable law; (2) are not goods that, under the applicable Law, may not be introduced into commerce; and (3) will comply with all applicable laws and regulations or other legal requirements relating to the manufacture, packaging, and delivery of "THE PRODUCTS"; c) will provide all "THE SERVICES" competently, professionally, and in compliance with all applicable laws, and will have the necessary qualifications and experience to perform them; d) will comply with "VANTIVE" policies and requirements (and any future modifications thereto), including those related to data privacy and information security; e) Neither "THE SUPPLIER" nor any of its employees or authorized subcontractors: (i) has been included on official lists (so-called "blacklists") issued by national authorities, as well as by international organizations or authorities of other countries that are made known by the competent authority in the Republic of Guatemala, ii) has been convicted of any crime, or iii) has been included on the blacklists of the tax authority in the Republic of Guatemala; or iv) on any list issued by another competent authority in the territory where "THE SUPPLIER" operates and/or has been incorporated; and f) All these warranties and other obligations that may be prescribed by law shall extend to "VANTIVE," its successors, assignees, and customers, as well as to the users of the goods or services, and shall remain in effect until any expiration date indicated on the goods, or, if no expiration date is indicated, for a period of one (1) year following delivery.

IV. **Regarding the Penalties for Breach.** In the event of a breach by "THE SUPPLIER" of these terms and conditions, "VANTIVE" shall have the right to choose any of the following actions: (i) accept the late fulfillment of the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES" by "THE SUPPLIER," in which case "THE SUPPLIER" shall pay "VANTIVE" a contractual penalty for delay equal to zero point five percent (0.5%) per day of the value of this "PURCHASE ORDER," until full compliance with the supply of "THE PRODUCTS" and/or "THE SERVICES" specified in this "PURCHASE ORDER"; (ii) to cancel this "PURCHASE ORDER" without liability on the part of "VANTIVE," the effects of which shall be immediate; and as a penalty against "THE SUPPLIER," "VANTIVE" shall have the right to withhold payment of the consideration specified in this "PURCHASE ORDER." The foregoing is without prejudice to any actions that "VANTIVE" may be entitled to take for breach of this "PURCHASE ORDER."

V. **In the case of the supply of "THE PRODUCTS."** "THE PRODUCTS" must be supplied in accordance with the specifications set forth in this "PURCHASE ORDER" and shall be delivered to the address that "VANTIVE" provides to "THE SUPPLIER," without any additional charges for freight. Unless the cover page of this "PURCHASE ORDER" states otherwise, all expenses incurred in connection with the transportation and delivery of "THE PRODUCTS" shall be borne exclusively by "THE SUPPLIER," and "THE SUPPLIER" shall be liable, where applicable, for any damage sustained by "THE PRODUCTS." In such a case, "THE SUPPLIER" shall be obligated to compensate "VANTIVE" for the damages suffered, in accordance with the provisions of this "PURCHASE ORDER." In the event that "VANTIVE" determines that any of "THE PRODUCTS" do not meet the specifications set forth in this "PURCHASE ORDER," it shall notify "THE SUPPLIER" of the rejection of "THE PRODUCTS." "THE SUPPLIER" should respond to "VANTIVE" with an action plan regarding "THE PRODUCTS" within a maximum of seventy-two (72) hours, bearing all costs that may arise as a result. "VANTIVE" will review the action plan submitted by "THE SUPPLIER" and determine whether to approve it, notifying "THE SUPPLIER" of such decision so that the respective action plan may be implemented. However, "VANTIVE" may terminate this "PURCHASE ORDER" without any liability and without the need for a court order, should it determine, in its sole discretion, that the action plan submitted by "THE SUPPLIER" does not comply with the terms and conditions set forth in this "PURCHASE ORDER." If "THE SUPPLIER" fails to supply "THE PRODUCTS" in the manner and under the terms of this "PURCHASE ORDER," it shall indemnify "VANTIVE" for any damages, losses, fines, and expenses incurred by "VANTIVE" as a result of such breach; in addition to the penalty established in the preceding paragraph, which "VANTIVE" has the right to apply. In the event that "THE SUPPLIER" subcontracts a carrier for the delivery of "THE PRODUCTS," "THE SUPPLIER" shall be liable for any labor dispute in which "VANTIVE" and/or any of its affiliates or subsidiaries are involved, undertaking to indemnify and hold harmless "VANTIVE" and, furthermore, "THE SUPPLIER" shall continue to be solely and jointly liable to "VANTIVE" for the full compliance with each and every one of the terms and conditions of this "PURCHASE ORDER"; furthermore, "THE PARTIES" shall be jointly and severally liable for the payment of the value of this instrument. At any time that "THE SUPPLIER" exceeds three (3) consecutive late deliveries, "VANTIVE" shall have the right to request a written action plan, typically in the form of a Supplier Corrective Action Plan ("SCAP") from "THE SUPPLIER," regarding how the delivery delays are being resolved.

VI. **In the case of the provision of "THE SERVICES."** "THE SERVICES" must be provided in accordance with the terms of this "PURCHASE ORDER." Unless the cover page of this "PURCHASE ORDER" states otherwise, all expenses incurred in connection with "THE SERVICES" that "THE SUPPLIER" undertakes to provide under the terms of this "PURCHASE ORDER" shall be borne exclusively by "THE SUPPLIER." In the event that "VANTIVE" determines that "THE SERVICES" do not meet the specifications set forth in this "PURCHASE ORDER," it shall notify "THE SUPPLIER" of the rejection of "THE SERVICES." "THE SUPPLIER" must respond to "VANTIVE" with an action plan regarding "THE SERVICES" within a maximum of forty-eight (48) hours, bearing all costs that may arise as a result. "VANTIVE" will review the action plan submitted by "THE SUPPLIER" and determine whether to approve it, notifying "THE SUPPLIER" of such decision so that the respective action plan may be implemented. However, "VANTIVE" may terminate this "PURCHASE ORDER" without any liability and without the need for a court order, should it determine, in its sole discretion, that the action plan submitted by "THE SUPPLIER" does not comply with the terms and conditions set forth in this "PURCHASE ORDER." If "THE SUPPLIER" fails to provide "THE SERVICES" in the manner and under the terms of this "PURCHASE ORDER," it shall indemnify "VANTIVE" for any damages, losses, fines, and expenses incurred by "VANTIVE" as a result of such breach; as well as the penalty set

forth in Section IV above, which "VANTIVE" has the right to apply. At any time that "THE SUPPLIER" exceeds three (3) consecutive late deliveries, "VANTIVE" shall have the right to request a written action plan, typically in the form of a Supplier Corrective Action Plan ("SCAP"), from "THE SUPPLIER" regarding how the delivery delays are being resolved.

VII. **Regarding Travel Expenses:** "THE SUPPLIER" agrees and acknowledges that "VANTIVE" does not make payment or reimbursement for expenses incurred by "THE SUPPLIER" in connection with the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES," subject to the provisions on the cover page of this "PURCHASE ORDER," except in those extraordinary cases approved by "VANTIVE," in which case the corresponding reimbursement must comply with the maximum amounts authorized by the "Reimbursement Policy" for travel and other expenses of non-employees of "VANTIVE" and adhere to the guidelines set forth therein. Accordingly, "THE SUPPLIER" must provide "VANTIVE" with the corresponding tax receipt(s) that comply with the tax requirements in effect at the time of issuance. Any reimbursement of expenses incurred by "THE SUPPLIER" must be agreed upon in writing with "VANTIVE" prior to disbursement.

VIII. **Quality Control:** During the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES," "THE SUPPLIER" is obligated to apply all human, professional, and technical resources at its disposal that are necessary to comply with this "PURCHASE ORDER," and in the performance of the work entrusted to it by "VANTIVE," it shall devote its full efforts to carrying out the tasks assigned to it.

IX. **Inspections and Right of Audit:** "THE SUPPLIER" shall at all times permit "VANTIVE" to inspect "THE SUPPLIER'S" operations relating solely to "THE PRODUCTS" and/or "THE SERVICES." Similarly, "THE SUPPLIER" agrees to provide, upon "VANTIVE'S" request and at any time such a request is made, the information required by "VANTIVE" to verify "THE SUPPLIER'S" compliance with the terms of this "PURCHASE ORDER" and/or the provision of "THE SERVICES," unless such retention period is longer under applicable law. Finally, "THE SUPPLIER" shall allow "VANTIVE" to audit and review "THE SUPPLIER'S" books and records related solely to "THE PRODUCTS" and/or "THE SERVICES," upon written request to that effect by "VANTIVE."

X. **Compliance with the Law:** "THE SUPPLIER" shall comply at all times during the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES," including the making of all types of payments, with all applicable legal provisions, as well as with the regulations related to "THE PRODUCTS" and/or "THE SERVICES," including, without limitation, any applicable legislation regarding international trade, those applicable in the Republic of Guatemala, as well as the regulations in force in said territory. Either "PARTY" shall immediately notify the other of any issue of which it becomes aware regarding the safety or toxicity of "THE PRODUCTS" and/or "THE SERVICES." "THE SUPPLIER" shall be responsible for the safety of its products and services, and shall be liable for any damages caused thereby, "THE SUPPLIER" guarantees and undertakes to "VANTIVE" that the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES" will be carried out within the framework of legality, professionalism, ethics, and especially the principles set forth in "VANTIVE'S" "Global Business Conduct Standards" (hereinafter referred to as "GBCS"), the "Foreign Corrupt Practices Act" and the United States Anti-Bribery Act (hereinafter referred to as "FCPA"), and the applicable laws of the Republic of Guatemala. In any relevant regulations of the Republic of Guatemala (hereinafter referred to as the "APPLICABLE REGULATIONS") to which "VANTIVE" and/or its affiliates are subject by virtue of their status as a subsidiary of a U.S. company. In accordance with the provisions of the "APPLICABLE REGULATIONS," "THE SUPPLIER" represents and agrees that, as of this date, it has not made and will not make, authorize, offer, or promise to make any improper payment or transfer of any monetary amount as a bribe to any recipient, whether a private and/or public entity, directly or indirectly, for the purpose of obtaining or influencing the actions and/or decision-making of government officials in favor of "THE SUPPLIER" and/or for the purpose of securing any improper advantage in connection with this "PURCHASE ORDER" or "THE SUPPLIER'S" business activities, or to participate in acts or transactions that otherwise violate the anti-corruption or anti-money laundering laws of any jurisdiction in which "THE SUPPLIER" is directly or indirectly involved. "THE SUPPLIER" further undertakes to fully inform "VANTIVE" of any such activities, and to cooperate with "VANTIVE" in its investigation and/or remedial compliance with these laws, regulations, and anti-corruption standards generally accepted by industry standards. In this regard, "THE SUPPLIER" also undertakes to reject any request received from an official the objective or effect of which is to secure sales or debt payments to "VANTIVE" and/or its affiliates or any other benefit for "VANTIVE" and/or its affiliates, in exchange for the receipt of money or any other personal or professional benefit, or to influence an official to act in non-compliance with the laws of the Republic of Guatemala. In such cases, "THE SUPPLIER" undertakes to notify "VANTIVE" within seven (7) calendar days after becoming aware of: (1) the request or knowledge of "THE SUPPLIER," whether direct or indirect, (2) of any request, demand, or suggestion, (3) of an improper payment, benefit, offer, or promise, (4) by or for the benefit of a recipient, in connection with this "PURCHASE ORDER." 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**OF BUSINESS) ARISING FROM ANY TRANSACTION UNDER THE "PURCHASE ORDER."**

**XVI. Recall:** In the event that it becomes necessary to recall "THE PRODUCTS" from the market due to a defect, non-conformity with specifications, applicable Laws, or any other reason within "THE SUPPLIER'S" control, "THE SUPPLIER" shall bear all costs and expenses of such recall, including, without limitation, costs of notifying customers, customer refunds, costs of returning "THE PRODUCTS," loss of profits, and other expenses incurred to fulfill obligations to third parties.

**XVII. Insurance:** Considering the nature of "THE SERVICES" to be provided and/or "THE PRODUCTS" to be supplied, "VANITIVE" may require "THE SUPPLIER" the insurance policy or policies required for the performance of this "PURCHASE ORDER," subject to whatever, if applicable, is set forth on the cover page of this "PURCHASE ORDER." If "THE SERVICES" are provided under this "PURCHASE ORDER" at "VANITIVE's" facilities, "THE SUPPLIER" must also provide the insurance policy or policies required to fulfill this "PURCHASE ORDER."

**XVIII. Loss of Goods Risk:** "THE SUPPLIER" shall assume the risk of loss or damage to "THE PRODUCTS" covered by the "PURCHASE ORDER" until they are delivered and accepted by "VANITIVE."

**XIX. Excess Shipment:** Any excess shipment of "THE PRODUCTS" shall be deemed "rejected" by "VANITIVE" if such excess shipment exceeds ten percent (10%) of the total order price, in which case "THE PRODUCTS" shall be returned to "THE SUPPLIER" at its sole expense and cost.

**XX. Modifications to "THE PRODUCTS" and/or "THE SERVICES,"** "THE PARTIES" agree that in the event "THE SUPPLIER" needs to make any modification to the characteristics of "THE PRODUCTS" and/or "THE SERVICES," it must notify "VANITIVE" in writing at least thirty (30) calendar days prior to the date on which it intends to make the respective modification, so that "VANITIVE" may present its opinion or objections regarding said modification, or even its rejection. It is important to note that "THE SUPPLIER" may not at any time modify the characteristics of "THE PRODUCTS" and/or "THE SERVICES" at its discretion and without prior written authorization from "VANITIVE," as such an action shall entitle "VANITIVE" to cancel this "PURCHASE ORDER" immediately, without any liability, and shall also entitle "VANITIVE" to withhold payment for this "PURCHASE ORDER" and claim damages for any losses incurred. The modifications mentioned in this paragraph include, but are not limited to, goods, components, tools, sources of raw materials, procedures, or manufacturing sites. In the event that changes to "THE PRODUCTS" and/or "THE SERVICES" have been made with prior written authorization from "VANITIVE," once completed, if they do not comply with what was agreed upon, whether in terms of quality or the instructions provided by "VANITIVE," it shall have the right to apply any of the penalties set forth in this instrument, in which case it shall notify "THE SUPPLIER" of its decision, and the latter undertakes to guarantee to "VANITIVE," for a maximum period of five (5) calendar days, the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES," in their original form and process. Upon expiration of this period, "VANITIVE" may request the completion of "THE PRODUCTS" and/or "THE SERVICES" from a third party, and "THE SUPPLIER" shall not be liable for any difference in costs shall be covered by "THE SUPPLIER." This shall not be construed as a breach by "VANITIVE" of this "PURCHASE ORDER," which shall be automatically canceled. It is important to note that at no time may "THE SUPPLIER" diminish the quality of "THE PRODUCTS" and/or "THE SERVICES," as this will be grounds for the immediate cancellation of this "PURCHASE ORDER" without any liability on the part of "VANITIVE," without prejudice to any actions that "VANITIVE" may decide to take against "THE SUPPLIER."

**XXI. Term:** This "PURCHASE ORDER" shall remain in effect for the term agreed upon herein, and, where applicable, for such reasonable period as "VANITIVE" may grant to "THE SUPPLIER" for the final delivery of "THE PRODUCTS" and/or the completion of the provision of "THE SERVICES" and/or the completion of the obligations set forth in this instrument. In the event that "THE SUPPLIER" fails to comply with its obligations for non-compliance, "VANITIVE" reserves the right to terminate this "PURCHASE ORDER" without any liability on its part, provided that "THE SUPPLIER" is notified in writing at least ten (10) business days in advance and without prejudice to fulfilling the payment obligations for "THE PRODUCTS" and/or "THE SERVICES" that "THE SUPPLIER" has already performed in a timely and proper manner. Once the purpose of this "PURCHASE ORDER" has been fulfilled and the obligations set forth in this instrument have been completed, this instrument no longer be legally or commercially bound, on the understanding that these terms and conditions shall not be interpreted as a contract of indefinite duration between "THE PARTIES." Therefore, once "THE PRODUCTS" have been delivered and/or "THE SERVICES" have been rendered to the full satisfaction of "VANITIVE," "THE PARTIES" shall jointly terminate the performance of their respective obligations in accordance with the terms and conditions of this "PURCHASE ORDER," without the need to sign a termination agreement and/or by means of a prior court order.

**XXII. 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 ten (10) years following the date of their delivery to the full satisfaction of "VANITIVE," not to disclose, disseminate, or publish, in whole or in part, for any reason whatsoever, any information of a confidential or LEGAL INFORMATION provided to it by the other party, regardless of whether such information is or not identified as confidential and/or a trade secret. The obligations set forth in this section shall not apply in the following cases: (i) When the "CONFIDENTIAL INFORMATION" becomes legally part of the public domain; (ii) When the recipient of the "CONFIDENTIAL INFORMATION" receives it from a third party who is legally authorized to do so; (iii) When the recipient of the "CONFIDENTIAL INFORMATION" is already known to the recipient, as evidenced by documentary proof; (iv) When the disclosure of the "CONFIDENTIAL INFORMATION" is required by applicable laws or regulations. "THE SUPPLIER" shall provide precise instructions to its employees, agents, officers, or consultants who may come into contact with "THE PRODUCTS" and/or "THE SERVICES" regarding the confidentiality terms set forth in this "PURCHASE ORDER," and shall obtain an individual confidentiality agreement from them. The "CONFIDENTIAL INFORMATION" shall include, but not be limited to, any information that contains personal data; therefore, each party undertakes to adopt the necessary measures, mechanisms, and procedures for the protection of the data subjects' personal data and/or sensitive personal data, as well as to ensure and be responsible for the processing thereof in accordance with the laws in force in the Republic of Guatemala. Any information disclosed to "VANITIVE" by "THE SUPPLIER" in connection with this "PURCHASE ORDER" shall be considered part of the "CONFIDENTIAL INFORMATION" of the order by "VANITIVE." This information shall not be treated as confidential under this provision, and "THE SUPPLIER" may not file or make any claim against "VANITIVE," its assignees, or customers for its disclosure or use.

**XXIII. Intellectual Property:** "THE SUPPLIER" agrees and acknowledges that all intellectual property rights belonging to each of "THE PARTIES" shall be retained and protected by each respective party, and therefore nothing in this "PURCHASE ORDER" grants "THE SUPPLIER" the right to use "VANITIVE's" trademarks, trade names, industrial designs, patents, copyrights, or any other intellectual property rights without "VANITIVE's" prior written authorization. "THE SUPPLIER" warrants that it legally complies with all rights and licenses necessary to supply "THE PRODUCTS" and/or to provide "THE SERVICES," and therefore undertakes to indemnify and hold harmless "VANITIVE" from any claim arising from the infringement of third-party intellectual property rights in connection with the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES," as well as to reimburse "VANITIVE" for any amounts it may have incurred in this regard. Furthermore, "THE SUPPLIER" hereby assigns to "VANITIVE" ownership of the results of "THE PRODUCTS" and/or "THE SERVICES," including ownership of each and every intellectual property right and know-how that may be generated, unless such rights are owned by "THE SUPPLIER" or where applicable, it is demonstrated that they were developed independently of the creation of "THE PRODUCTS" and/or the development of "THE SERVICES" actually provided. The assignment of rights referred to in the preceding paragraph shall be by exclusive, worldwide, perpetual, and complete, and includes the right to use, transmit, and publish the results in any form and by any means, as well as to modify and alter the results. "THE SUPPLIER" guarantees that the employees assigned to supply "THE PRODUCTS" and/or to provide "THE SERVICES" will waive their right to object regarding the results and their right to be named as authors with respect to the use, modification, and alteration of the results.

**XXIV. Material Supplied by "VANITIVE":** "THE SUPPLIER" shall not use, reproduce, take ownership of, or disclose to anyone other than "VANITIVE" any material, tools, dies, drawings, designs, or other property or information provided by "VANITIVE" (the "Material") without the prior written authorization of "VANITIVE." In accordance with the preceding paragraph, ownership of all Material shall remain with "VANITIVE" at all times, and, where possible, the Material shall be clearly marked or labeled to indicate such ownership. "THE SUPPLIER" shall assume the risk of loss or damage to the Material until it is returned to "VANITIVE." All Material, whether damaged or used, shall be returned to "VANITIVE" upon the termination or completion of this "PURCHASE ORDER," unless "VANITIVE" indicates otherwise.

**XXV. Use of VANITIVE'S Name or Trademark:** "THE SUPPLIER" shall not present, publish, or submit for publication any work specifically related to "THE PRODUCTS" and/or "THE SERVICES" supplied solely to "VANITIVE" or that identifies or could identify "VANITIVE" without the prior written approval of "VANITIVE." "THE SUPPLIER" shall not use the name "VANITIVE" in any advertising, article, press release, social media, promotional materials, or website advertising, nor shall it disclose to any third party the terms of this "PURCHASE ORDER" or the fact that "THE SUPPLIER" is supplying goods or providing services to "VANITIVE," without prior written authorization from "VANITIVE" (which "VANITIVE" may grant or withhold at its sole discretion).

**XXVI. Employment Relationship:** "THE SUPPLIER" expressly assumes the role of employer with respect to the individuals comprising its staff, for all applicable legal purposes, which is why "THE SUPPLIER" undertakes to hold harmless "VANITIVE" and any of its affiliated companies or subsidiaries from any individual labor dispute that such persons may bring against the latter in connection with the work they perform. By virtue of the foregoing, "THE PARTIES" acknowledge that there is no employment relationship whatsoever between "VANITIVE" and "THE SUPPLIER'S" personnel, and therefore "THE SUPPLIER" shall be solely responsible for the timely, accurate, and faithful fulfillment of the obligations imposed on "THE SUPPLIER" by applicable Laws and regulations in its capacity as employer with respect to its personnel. In the event that any person included among "THE SUPPLIER'S" staff files any labor claim against "VANITIVE" and/or any of its affiliated companies or subsidiaries, "THE SUPPLIER" undertakes to notify "VANITIVE" in accordance with the provisions of Section XIV of these terms and conditions, so that, if necessary, "VANITIVE" may appear in court to assert its defense. Furthermore, "THE SUPPLIER" undertakes to hold "VANITIVE" and any of its affiliates or subsidiaries harmless from any labor-related liability and to ensure their peaceful release from the proceedings. "THE PARTIES" agree that this "PURCHASE ORDER" does not confer upon "THE SUPPLIER" or its agents, advisors, subcontractors, workers, or employees the status of agents or employees of "VANITIVE" for the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES"; "THE SUPPLIER" shall use personnel of legal age and with sufficient legal capacity who shall be under its authority and subordination and specifically hired by "THE SUPPLIER," who is the sole employer for the performance of this "PURCHASE ORDER," and given that "THE SUPPLIER" has sufficient resources of its own to fulfill the obligations arising from the employment relationship with its personnel. For this reason, "THE SUPPLIER" shall be solely and exclusively responsible for the employment relationship and, consequently, for any employment obligations arising from the existing relationship with its agents, advisors, subcontractors, workers, or employees, as established by the current and applicable labor, tax, or social security laws of the Republic of Guatemala. Under no circumstances and for no reason whatsoever may "VANITIVE" or any of its affiliated companies or subsidiaries be considered a direct or substitute employer of "THE SUPPLIER" or of its agents, consultants, subcontractors, workers, or employees, therefore, "THE SUPPLIER" undertakes to promptly pay the wages of the personnel it employs in supplying "THE PRODUCTS" and/or providing "THE SERVICES" contracted and assumes responsibility for all individual or collective claims of any nature that, for any reason, may be filed by its agents, consultants, subcontractors, workers, or employees, and therefore undertakes to indemnify, release, and hold "VANITIVE" and any of its affiliates or subsidiaries harmless from any individual or collective claim or lawsuit that "THE SUPPLIER'S" personnel may seek to file or bring before any authority against "THE SUPPLIER" or against "VANITIVE," even if such personnel are engaged exclusively for the contracted performance. Likewise, "THE SUPPLIER" agrees not to hold "VANITIVE" or any of its affiliates or subsidiaries liable for any benefits, compensation, accidents, injuries, illnesses, or retirement pay for old age, or death that "THE SUPPLIER" directly, if it is a natural person, or the personnel of "THE SUPPLIER" or personnel subcontracted by it, for and as a result of the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES." All the request and expense of "THE SUPPLIER" upon prior request by "VANITIVE," "THE SUPPLIER'S" personnel may supply "THE PRODUCTS" and/or provide "THE SERVICES" in the premises of "THE SUPPLIER," or in the premises of "VANITIVE," or in the premises of any client to whom "VANITIVE" provides its services, without this implying any subordination or employment relationship.

**XXVII. Right of Retention:** With respect to the provisions regarding the withholding of the consideration set forth in the penalty clause of Section IV hereof, if "THE SUPPLIER" fails to comply with any of its obligations established in these terms and conditions, "VANITIVE" may withhold the amount of this "PURCHASE ORDER" until "THE SUPPLIER" fulfills its obligations. Notwithstanding the foregoing, "VANITIVE" reserves the right to cancel this "PURCHASE ORDER," effective immediately, without any liability on its part and without the need for a prior resolution or court order. Similarly, "VANITIVE" may exercise the right to withhold payment in the event that "THE SUPPLIER'S" personnel file any labor-related claims with the relevant authorities against "VANITIVE," either individually or jointly with

"THE SUPPLIER," "VANITIVE" shall be entitled to withhold the amount of the consideration owed to "THE SUPPLIER" until such time as "THE SUPPLIER" and/or "VANITIVE" resolve the aforementioned dispute. "VANITIVE" shall have the same right of retention in the event that tax and/or social security authorities initiate any administrative collection and/or enforcement proceedings against "VANITIVE."

**XXVIII. Independence between "THE PARTIES":** "THE PARTIES" are entirely independent entities; there is no representation or association between them, and therefore neither may be considered a commission agent, partner, agent, associate, distributor, or representative of the other; nor shall either be deemed to have been granted any right of authority beyond that granted by virtue of this "PURCHASE ORDER," so as to avoid creating any potential obligation or liability, whether express or implied. The legal contractual relationship between "VANITIVE" and "THE SUPPLIER" shall be that of two independent parties contracting for the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES" in accordance with these contractual provisions. Neither of "THE PARTIES" has the implicit or explicit right to assume or create obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or other obligation with a third party; therefore, no conduct by either of "THE PARTIES" shall be deemed to confer any right of this nature.

**XXIX. Assignment:** "THE SUPPLIER" may not assign, in whole or in part, any rights or obligations arising from this "PURCHASE ORDER" without the prior written consent of "VANITIVE." For its part, "VANITIVE" shall have the right, at any time, to transfer the obligations and rights arising from this "PURCHASE ORDER" to its affiliates, subsidiaries, and generally to any third party designated by the latter. In the event that "VANITIVE" authorizes the assignment by "THE SUPPLIER," the assignee shall assume in writing all of "THE SUPPLIER'S" obligations under this "PURCHASE ORDER"; however, "THE SUPPLIER" shall remain primarily liable for such obligations. Likewise, "THE SUPPLIER" may not contract with third parties for the fulfillment of its obligations without prior written authorization from "VANITIVE." Similarly, "THE SUPPLIER" may not subcontract to third parties, whether individuals or legal entities, agents, or representatives, the supply of "THE PRODUCTS" and/or the total or partial performance of "THE SERVICES," without the prior written approval of "VANITIVE," in which case "THE SUPPLIER" shall be solely liable to "VANITIVE" for any damages that such subcontractors may cause to "VANITIVE's" assets.

**XXX. Acts of God or Force Majeure:** The following events are understood to constitute "act of God" and/or "force majeure": strikes, work stoppages, concerted actions by workers, or other industrial disturbances; epidemics, pandemics, duly declared states of emergency; fires, explosions, floods, or other natural disasters; civil unrest, uprisings, or armed conflicts, whether declared or undeclared, that prevent the fulfillment of contractual obligations; prohibitions, shortages, or rationing of supplies, materials, transportation, energy, or services, due to accidents, acts of God, or compliance with government provisions or regulations, embargoes (whether valid or not), or any other cause beyond the reasonable control of "THE PARTIES" and for which they are not responsible, but which renders them unable to fulfill their obligations or causes a delay in their fulfillment. In the event of non-performance or delay in the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES" due to unforeseeable circumstances or force majeure on the part of "THE SUPPLIER," "THE SUPPLIER" undertakes to immediately notify "VANITIVE" of the inability to supply "THE PRODUCTS" and/or provide "THE SERVICES" required. "THE SUPPLIER" shall not be in default in the performance of its obligations due to such impossibility if "VANITIVE" is notified within the following twenty-four (24) hours. In the event that such inability persists for more than five (5) business days, "VANITIVE" may terminate this "PURCHASE ORDER" without any liability and without the need for a court order. In such cases, "THE SUPPLIER" accepts and understands that "VANITIVE" shall have no obligation to make any payment to "THE SUPPLIER" if "THE SUPPLIER" fails to provide "THE SERVICES" and/or supply "THE PRODUCTS" in accordance with the terms and conditions of this "PURCHASE ORDER," therefore, "THE SUPPLIER" may not claim any amount from "VANITIVE" for the suspension of "THE SERVICES" and/or the supply of "THE PRODUCTS." Likewise, in the event that "VANITIVE" is unable to fulfill the obligations of this "PURCHASE ORDER" due to acts of God or force majeure, it undertakes to notify "THE SUPPLIER" within a maximum of ten (10) business days from the date on which such impossibility arises, regarding said impossibility, wherefore "THE SUPPLIER" accepts and understands that "VANITIVE" shall not be liable for the fulfillment of its obligations under this "PURCHASE ORDER" if any of the circumstances set forth in this clause arise, hereby releasing "VANITIVE" from any liability that may arise therefrom. "VANITIVE" shall not be in breach of its obligations due to such impossibility if "THE SUPPLIER" is notified thereof within a maximum period of ten (10) business days from the date on which such impossibility arises. In the event that "VANITIVE's" inability to perform persists for more than five (5) business days, this "PURCHASE ORDER" may be terminated, provided that any outstanding obligations are fulfilled, if applicable, without the need for a court order, by means of written notice sent within thirty (30) calendar days following the expiration of the aforementioned five (5) business days. Notwithstanding the foregoing, if the unforeseeable event or force majeure lasts for less than five (5) business days and its effects are not definitive regarding the performance of this "PURCHASE ORDER," it shall remain in effect once the cause that gave rise to it has ceased, with its term extended for the same duration as the unforeseeable event or force majeure occurred, by written agreement between "THE PARTIES."

**XXXI. Termination:** "VANITIVE" may terminate this "PURCHASE ORDER," in whole or in part, without liability as a result of: (i) Any act by an authority or third parties bringing a claim or filing a suit against "THE SUPPLIER" for any cause that may affect the performance of this "PURCHASE ORDER" and/or is related thereto, and whose act is beyond the control of the other party; (ii) the bankruptcy, suspension, insolvency proceedings, dissolution, liquidation, termination, merger, or acquisition of "THE SUPPLIER," in accordance with the provisions set forth in the applicable laws of the Republic of Guatemala; (iii) In the event that "THE SUPPLIER" does not have the permits, licenses, and documents necessary for the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES"; (iv) Due to any labor problem or conflict that "THE SUPPLIER" may have with its staff or even with subcontracted personnel, subject to prior written authorization from "VANITIVE," (v) due to "THE SUPPLIER'S" failure to comply with any of the obligations it assumes under this "PURCHASE ORDER." Upon any termination and/or cancellation of this "PURCHASE ORDER," ownership of all equipment materials, work in progress, finished products, plans, drawings, specifications, information, special tools, and any other items for which "THE SUPPLIER" may have a claim shall vest in "VANITIVE," and "THE SUPPLIER" shall promptly deliver such items to "VANITIVE" and take all necessary measures to protect such property prior to such delivery.

**XXXII. Right of Set-off:** Any claim by "VANITIVE" or any of its affiliates against "THE SUPPLIER" or any of its affiliates arising from this or any other transaction may be set off against any money owed to "THE SUPPLIER" under this "PURCHASE ORDER."

**XXXIII. Waiver; Severability:** No waiver by "VANITIVE" of any breach by "THE SUPPLIER" under this "PURCHASE ORDER" shall be deemed a waiver of any subsequent breach of the same or any other provision. A waiver of a claim or right arising from a breach under the terms and conditions of this "PURCHASE ORDER" shall be valid only if made in writing and duly signed by the aggrieved party. If at any time one or more of the provisions contained in this "PURCHASE ORDER" should become invalid, illegal, or unenforceable in any respect under any law, rule, regulation, or ordinance, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired in any way whatsoever thereby.

**XXXIV. Survival:** The terms and conditions of this "PURCHASE ORDER" shall prevail over the provisions of any other document that may be entered into between "THE PARTIES." Notwithstanding the foregoing, (v) the quotation for the provision of "THE SERVICES" and/or the supply of "THE PRODUCTS" by "THE SUPPLIER" may be considered by "VANITIVE" provided it does not conflict with this "PURCHASE ORDER" and (vi) if "THE PARTIES" have entered into a contract regarding the supply of "THE PRODUCTS" and/or the provision of "THE SERVICES," the terms of such contract shall prevail over this "PURCHASE ORDER."

**XXXV. Notices:** Any notification, communication, or notice related to these terms and conditions must be in writing and signed by the authorized representatives of "THE PARTIES" for such purpose, forwarded to the addresses indicated in this "PURCHASE ORDER," and must expressly refer to it. Notifications must be sent via a recognized national or international courier service, by certified mail with return receipt requested, or delivered by hand to the address specified in this "PURCHASE ORDER." Notices under the "PURCHASE ORDER" shall be deemed duly delivered: (i) upon hand delivery; (ii) two days after deposit with a recognized national or international courier service; or (iii) on the delivery date indicated on the return receipt for the certified mail. A party may change its contact information immediately by providing written notice to the other party in accordance with this section.

**XXXVI. Non-Exclusivity:** Nothing in this "PURCHASE ORDER" shall be construed as granting "THE SUPPLIER" an exclusive right; therefore, these terms and conditions do not limit the freedom of "THE PARTIES" to enter into contracts with third parties if it is in their best interest.

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

**XXXVIII. Non-Exclusive Remedies:** The rights and remedies of "VANITIVE" provided for in these terms and conditions are not exclusive and are cumulative with any other rights and remedies provided by law.

**XXXIX. Jurisdiction and Competence:** For the interpretation and enforcement of this "PURCHASE ORDER," "THE PARTIES" submit to the jurisdiction and competence of the laws and courts of the Republic of Guatemala, waiving any jurisdiction that may correspond to them by reason of their present or future domiciles.