

PURCHASE ORDER STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

The Purchase Order and these terms and conditions shall form the Agreement between the Supplier and Bank of America. If there is any inconsistency between the Purchase Order and these terms and conditions, these terms and conditions shall take precedence.

1. Definitions

In these conditions: -

1.1 "**Affiliate**" means an entity now or hereafter Controlled by, Controlling, or under common Control with a party, or under common Control of a Controlling party which for the avoidance of doubt shall mean any company Controlled by Bank of America Corporation shall be an Affiliate of any other company so controlled.

1.2 "**Agreement**" means the Purchase Order and these terms and conditions;

1.3 "**Bank of America**" means Bank of America Mexico a national banking association acting through its registered branch in Mexico.

1.4 "**Bank of America Materials**" means all materials created and developed for or on behalf of Bank of America under the Agreement; 1.5 "**Control**" means that an entity owns or controls directly or indirectly 50% or more of the equity representing the right to vote for the election of directors or other managing authority of another entity or where an entity otherwise possesses the power to direct or cause the direction of the management and policies of another entity.

1.6 "**Delivery Address**" means the address for delivery of the Goods and/or Services set out on the Purchase Order or as otherwise agreed between the parties in writing;

1.7 "**Delivery Date**" means the date(s) for delivery of the Goods and/or Services set out on the Purchase Order or as otherwise agreed between the parties in writing;

1.8 "**Goods**" means the goods set out on the Purchase Order;

1.9 "**Intellectual Property Rights**" means any and all patents, trade marks, trade names, service marks, copyrights, moral rights, rights in design, rights in databases, know how and all or any other intellectual property rights whether or not registered or capable of registration and whether subsisting in Mexico or any other part of the world;

1.10 "**Price**" means the price of the Goods and/or Services as agreed by the parties and set out on the Purchase Order. the Price excludes Value Added Tax which shall be payable by Bank of America at the applicable rate;

1.11 "**Purchase Order**" means the relevant purchase order issued by Bank of America;

1.12 "**Services**" means the services set out on the Purchase Order; 1.13 "**Specification**" means the specification for the Goods or Services (as appropriate) as set out on the Purchase Order or otherwise agreed between the parties in writing;

1.14 "**Supplier**" means the supplier whose details are set out on the Purchase Order.

2. Terms for the Supply of the Goods and Services

2.1 Bank of America orders and Supplier agrees to supply the Goods and/or Services on the terms and condition of the Agreement.

2.2 These terms and conditions shall be deemed incorporated into and made part of each submission of a Purchase Order. Any other printed terms and conditions appearing on any Purchase Order shall be void and of no effect;

2.3 Delivery of the Goods and/or Services by the Supplier to Bank of America shall be deemed conclusive evidence of Supplier's acceptance of the Agreement.

2.4 Time of delivery of the Goods and Services shall be of the essence of the Agreement.

2.5 The Supplier agrees to provide reasonable assistance to enable Bank of America to use the Goods and/or Services to their best advantage.

3. Purchase Order

3.1 Bank of America shall submit the Purchase Order in writing to the Supplier.

3.2 The Supplier shall within 2 (**two**) days of the date of each Purchase Order respond to each Purchase Order confirming its interest on that Purchase Order and this shall constitute the acceptance of that Purchase Order for the supply of the Goods and/or Services.

3.3 Bank of America may modify or cancel any Purchase Order which has not been accepted in accordance with Section 3.2 above.

3.4 The Supplier acknowledges and agrees that, any personal data furnished by Supplier to Bank of America, under this Agreement, may be passed to and accessed by Bank of America's Affiliates who may be located outside of Mexico.

4. Price and Payment

4.1 Unless otherwise specified in the Purchase Order or agreed between the parties in writing the Price of the Goods shall include: (i) secure and proper packing, storage, transport; and (ii) safe delivery to the Delivery Address on the Delivery Date.

4.2 Prices shall remain fixed unless otherwise notified in writing of any variation by the Supplier and agreed by Bank of America.

4.3 Unless otherwise set out in the Purchase Order or agreed between the parties in writing, Bank of America shall pay to the Supplier not earlier than 30 days after the later of:

(a) Bank of America's receipt of accurate and comprehensive details of Supplier's bank account;

(b) Bank of America's receipt of the Goods;

(c) Completion of the Services to Bank of America's satisfaction;

(d) Bank of America's receipt of a valid, correct and undisputed invoice for the Goods and/or Services from Supplier quoting the Purchase Order number.

4.4 Bank of America may request from Supplier monthly statements. 4.5 If the Goods and/or Services are not delivered on the Delivery Date, Bank of America may reject the Goods and/or Services without any liability.

5. Delivery, Title and Risks

5.1 The Goods shall be securely and properly packed by Supplier.

5.2 Supplier shall deliver the Goods and/or supply the Services to the Delivery Address on the Delivery Date(s).

5.3 On delivery, the Supplier shall ensure that the Goods are signed for by a duly authorized member of Bank of America.

5.4 Title of the Goods shall pass to Bank of America on delivery of the Goods.

5.5 The Supplier shall deliver the Goods with such documentation as is necessary to enable Bank of America to use the Goods safely and effectively.

6. Warranties and Representations

6.1 The Supplier warrants and represents to Bank of America that:

(a) the Goods shall be:

- (i) of merchantable quality;
- (ii) fit for the purposes;
- (iii) in accordance with the Specifications;
- (iv) of first class materials, workmanship and design;

(b) the Services shall be supplied in accordance with the Specifications;

(c) the Supplier, its employees, agents and sub-contractors will carry out all of Supplier's obligations under the Agreement with all reasonable skill and care, in a timely and professional manner, and using appropriately skilled and experienced personnel;

(d) the Supplier shall meet all timelines agreed between the parties under the Agreement;

(e) the Supplier shall maintain sufficient trained and experienced staff to supply the Goods and/or Services under the terms of the Agreement.

(f) the Supplier has and shall have the rights and powers to enter into and perform all of its obligations under the Agreement; and that its proposed activities hereunder do not and shall not infringe any laws, regulatory requirements or the rights of any third party.

(g) the Supplier holds and shall hold any and all necessary licenses required under and has otherwise complied and shall comply in all respects with the requirements of all applicable statutes, laws, regulations, requirements and codes of practice applicable under and it holds and shall hold any third party licenses or authorities granted to it to enable it to enter into and perform the Agreement.

6.2 Where the Goods or any part of them are manufactured by a third party the Supplier shall, in addition to the Supplier obligations in the Agreement,

pass on to Bank of America the benefit of any guarantee, condition and warranty granted by the manufacturer in relation to such Goods; and the Supplier shall use its best efforts to pass on to Bank of America any servicing agreement that the Supplier received from the manufacturer in respect of such Goods.

7. Defects

7.1 Bank of America shall be entitled to reject any of the Goods delivered which are not in accordance with the Specifications and shall not be deemed to have accepted any Goods until such reasonable time to inspect them following the delivery.

7.2 If later, any of the Goods are found to be defective or do not comply with any of the warranties or representations set out in Section 6.1 above ("**Defective Goods**"), Bank of America may, at its option: (a) reject all the Defective Goods or any part of them without any liability; and/or (b) require the Supplier to replace such Defective Goods; and/or (c) require the Supplier to repair such Defective Goods. Supplier shall replace or repair the Defective Goods within 7 (seven) days from the date of Bank of America notification or such other time period as the parties may agree in writing.

7.3 If any of the events set out in Section 7.2 above happen, the Supplier shall, at Supplier cost and expense:

- (a) collect the Defective Goods from Bank of America and from the Delivery Address; and
- (b) return the replacement or repaired Goods to Bank of America to the Delivery Address;

7.4 If any of the Services are not supplied in accordance with the Agreement particularly with the Specification, Bank of America shall without any liability reject and terminate the Services or any part of them.

7.5 In the event that Bank of America rejects the Defective Goods pursuant to Section 7.2

(a) above or the Services pursuant to Section 7.4 above, the Supplier shall immediately refund any payments made by Bank of America in respect of such Defective Goods or Services.

8. Intellectual Property Rights

8.1 The Supplier warrants that Supplier's performance of the Agreement and Bank of America's use of the Goods, Services and/or any materials resulting from it, do not and will not infringe Intellectual Property Rights or of any third party's right.

8.2 Where applicable, the Supplier shall:

(a) assign to Bank of America with full title guarantee all existing and future copyright and design right comprised in Bank of America Materials; and

(b) agree to assign to Bank of America, with full title guarantee, at Bank of America's request, any other Intellectual Property Rights (other than copyright and design right) in Bank of America Materials, in Mexico and throughout the world for the whole term of the Intellectual Property Rights, including any extensions or renewals of such Intellectual Property Rights and all statutory or common law rights attached to it.

9. Indemnity and Insurance

9.1 The Supplier shall indemnify Bank of America and keep Bank of America fully and effectively indemnified on demand against any and all claims, liability, direct losses, damages, costs (including legal costs) or expenses which Bank of America may incur in as a result of the Supplier breach of any of Supplier's obligations or warranties under the Agreement or by any negligent act or omission or willful misconduct of Supplier's employees, its agents or sub-contractors.

10. Confidentiality

10.1 Each party ("Receiving Party") undertakes:-

(a) to keep confidential all information (written or oral) concerning the business and affairs of the other party ("Disclosing Party") that the Receiving Party has obtained or received as a result of the discussions leading up to or the entering into, or obtains or receives in performance of, the Agreement (the "Information");-

(b) not to disclose the Information in whole or in part to any other person without the Disclosing Party's written consent, save to those of the Receiving Party's employees, agents and sub-contractors involved in the performance of the Receiving Party's obligations under the Agreement on a confidential and need-to-know basis; and

(c) to use the Information solely in connection with the performance of the Receiving Party's obligations under the Agreement and not for the Receiving Party's own or the benefit of any third party.

10.2 The confidentiality obligations in section 10.1 above will not extend to Information which the Receiving Party can prove to the Disclosing Party's reasonable satisfaction:-

(a) has ceased to be secret without default of the Receiving Party's part; or

(b) was already in the Receiving Party's possession prior to disclosure by the Disclosing Party;

(c) has been received from a third party who did not acquire it in confidence; or

(d) is required to be disclosed by court, government jury or other regulatory body, but only to the extent required by law, provided that the Receiving Party gives the Disclosing Party written notice as soon as practicable of such requirement.

10.3 Manufacture, production or packaging of the Goods to be delivered to Bank of America shall not be permitted to any person other than the authorized employees or subcontractors of the Supplier.

10.4 Neither party shall issue any media releases, public announcements or public disclosures relating to the Agreement or use the name or logo of the other party including, without limitation, in promotional or marketing material or on a list of customers; unless required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party.

11. Termination of the Agreement

11.1 Either party may by written notice terminate the Agreement if:-

(a) the other party is in material breach of the Agreement and fails to remedy such breach within 5(**five**) days from the date of notification of such breach from the non-defaulting party; or

11.2 Bank of America shall have the right to terminate the Agreement if:

(a) Supplier undergoes a change of control; or

(b) Supplier transfers all, or substantially all, of its assets; or

(c) the association with the Supplier is considered to be adverse to Bank of America's business or interests.

11.3 Upon such termination:

(a) Bank of America shall pay the Supplier all sums due and payable to the Supplier under the Agreement at the date of termination, unless the Agreement is terminated by reason of Supplier default or breach; (b) The Supplier shall immediately refund to Bank of America any advance payments made by Bank of America which have not been utilized for any of the Services or for Goods not delivered to Bank of America.

11.4 Upon termination or expiration of the Agreement, Supplier shall immediately return any documents or material property of Bank of America in Supplier's possession, as Bank of America may direct. Failure to do so, Bank of America shall be entitled to access Supplier's premises to recover such property.

11.5 Sections 6, 8, 9 and 10 of this Agreement shall survive the termination of the Agreement or any part of it.

11.6 Any termination of the Agreement is without prejudice to any other rights or remedies a party may be entitled to under the Agreement or at Law. It does not affect any accrued rights or liabilities of either party or any provision which is expressly or by implication intended to come into force on, or continue in force after termination.

12. Audit

The Vendor must maintain records, no additional cost to Bank of America at a location accessible and agreed between the parties for a period three (3) years or under the law requires it, subject in each case to the obligations of confidentiality of this agreement. These records of the Provider may be inspected, audited and copied by Bank of America, their representatives or by the regulators during normal working hours and at reasonable times to be determined by Bank of America. Also, the Vendor shall maintain all software, hardware and documentation required to facilitate such access until the completion of that period. The Provider previously notifies Bank of America on the applications that make the regulators to review the logs. When Bank of America as request in writing, the provider shall cooperate reasonably with Bank of America to search for an order of protection in respect of such records. In order that Bank of America meets with the provisions of article 318 III of the circular single fraction of Banks, the provider agrees to and accepts unconditionally:

12.1 Receive home visits by the auditor external Bank of America and/or the CNBV effect that carried out the respective, monitoring for the exclusive purpose of information to note that the services or commissions

hired by Bank of America allow the latter to comply with legal provisions that are applicable. Bank of America may designate a representative to occur such visits.

12.2. The practice of audits from the Bank of America or third parties who's own CNBV appoint, in connection with the services for verifying compliance the provisions applicable to Bank of America.

12.3 At the request of Bank of America deliver to Bank of America to the external auditor and/or to the CNBV or the third it designates, books, systems, records, manuals and documents in general, related the provision of the service. Also, the provider access to such persons responsible staff in their offices and facilities in general, to the relationship with the provision of the Service.

13. Review

Bank of America may request to Supplier to meet on a quarterly basis to review Supplier's performance of its obligations under this Agreement. Both Bank of America and the Supplier shall ensure that a senior representative attends each meeting on their behalf.

14. General

14.1 All notices required to be given under the Agreement will be in writing and will be sent at the address (es) set out on the Purchase order or to such other address (es) as the recipient may designate by notice given in accordance with this section 14.1. Any such notice may be delivered by hand, facsimile transmission or email and will be deemed to have been received:

(a) by hand – upon delivery;

(b) by facsimile transmission – immediately upon transmission provided a confirmatory copy is sent by first class pre-paid post by the end of the next business day.

14.2 The Supplier may not assign, transfer, change or dispose any of the rights or obligations under the Agreement to any third party without Bank of America's prior written consent. No such assignment, transfer, sub-contract or disposal even if consented to, shall relieve the Supplier of Supplier's obligations under the Agreement. The Supplier shall procure that any permitted sub-contractor enters into a confidentiality agreement as Bank of America shall require.

14.3 If any part, term, provision or clause of the Agreement proves to be invalid or unenforceable, the validity or enforceability of the remaining parts, terms, provisions and clauses will not be affected. The rights and obligations of the parties will be construed as if the Agreement did not contain the particular invalid or unenforceable part, term, provision or clause.

14.4 No delay or failure by either party to exercise any of its powers, rights or remedies under the Agreement

will operate as a waiver of them, or any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

14.5 The Agreement contains all the terms which the parties have agreed and supersedes all provisions, contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between the parties whether written, arising from custom or oral in relation to the transactions provided for the Agreement.

14.6 Nothing in the Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor shall it constitute, or be deemed to constitute, a party the agent of the other party for any purpose.

14.7 The Agreement is governed by and shall be constructed in accordance with the laws of Mexico. The parties agree to submit to the exclusive jurisdiction of the Mexico City, Distrito Federal Courts.