



Terms of Business Agreement between (“TOBA”)

Dear Client,

At Aon we are thankful for the opportunity to provide our risk and human capital brokerage and consulting services. Aon is part of a global corporation that continuously seeks to serve with excellence all its clients, by building solid and lasting relationships. To that end, and seeking to always serve with professionalism and transparency, we invite you to adhere to our Terms and Conditions of Service.

Services and Service Period

Aon shall provide to the Client the Included Services as set forth in our respective services proposal for the programs specified. These terms may also include additional Schedules of Work (SOW), exhibits and addenda attached hereto.

Either party may terminate this Agreement at any time upon thirty (30) days written notice stating the effective date of termination. In the event of termination, Aon will work with the Client to transition Your account to Your new broker. However, Aon’s obligation to deliver the Included Services terminates at the earlier of the end of the Service Period or the effective date of termination, unless otherwise agreed in writing.

Compensation

Aon will earn all commissions paid to Us by the insurers.

In addition to retail commissions, Aon and its affiliates may receive additional forms of compensation from insurers and third parties including but not limited to: contingencies, overrides, bonus commissions, national additional commissions, wholesale commissions, subscription market brokerage charges, referral fees and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the Fee or any other compensation earned hereunder. Additional information is available upon request.

The Client is aware that Aon is part of a large financial and professional services group of companies (“Aon Group”). Thus, there is an Aon Affiliate that may provide reinsurance broking services to the Client’s elected insurance companies, that such Aon Affiliate earns commission payable by the insurance company for the reinsurance broking services in connection with insurances we place for you.

The Client shall inform Aon if Your operations change substantially by merger, acquisition, expansion or if there are other material changes in scope and nature of exposures or losses. In such case, or if there is a substantial midterm change to the Programs, Aon and the Client will negotiate in good faith to revise this Agreement as appropriate.

In the event You terminate this TOBA, You agree all commissions and fees payable to Aon for the Programs are fully earned at inception of the policy.

Client Responsibilities

Aon will deliver the Included Services based upon the information that the Client and its representatives provide. The Client is responsible for the accuracy and completeness of the information and Aon accepts no liability under any circumstances, including all costs and expenses, howsoever arising from the Client’s failure to provide such accurate and complete information to Aon. Aon must receive promptly the information to deliver the Included Services as well as the Client’s prompt updates to any information where there has been a material change which may affect the scope or delivery of the Included Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered. An inflationary environment and supply chain delays, among other factors, increase losses and therefore the Client is encouraged to engage professional appraisers to conduct current property valuations to help avoid underinsured losses or delays in loss adjustments.

Premium Payment. The Client shall pay the insurance and bond premiums, in accordance with the periods established with the insurer or the required by law, and Aon accepts no liability under any circumstances, including all costs and expenses, howsoever arising from the Client’s failure to pay such premiums to the corresponding insurers.

Claim Notification to Insurers

Unless Aon has a specific signed agreement with the Client to the contrary, it is the Client’s responsibility to take such steps as are necessary to directly notify those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of Your policies. Aon assumes no duty or responsibility with respect to such notifications or monitoring the Client’s obligation to place insurers on notice unless undertaken in a separate written agreement. The Client may send copies of such notices to members of Aon staff for informational purposes only, but the receipt of such notice by Aon shall not create additional duties or obligations owed by Aon to the Client nor constitute notice to Your insurers.

Contract and Lease Review; General Advice

In instances where Aon provides summaries of contractual requirements or provisions, or any suggested additional or alternative wordings to any contract or lease at the Client’s request, such language must be reviewed by the Client’s legal advisor before You act based upon Aon’s statements. Aon does not and cannot provide legal advice as to whether the Client’s insurance program covers legal obligations contained in the Client’s contracts or leases. All descriptions of the insurance coverages are subject to the terms, conditions, exclusions and other provisions of the policies or any applicable regulations, rating rules or plans. Furthermore, it is understood that none of the services provided by Aon are of a legal nature and Aon shall not give legal opinions or provide legal advice or representations.

Confidentiality

Aon takes client confidentiality seriously. We have established controls to protect Your information. We are willing to enter an agreement as You may require for the protection of Your confidential data. The Client acknowledges and agrees that the work products provided by Aon are not to be distributed, used, or relied upon by third parties without the written consent of both Aon and the Client, except as may be required by Your legal, accounting, and non-insurance financial advisors who agree to be bound by this confidentiality agreement.

Use of Non-personal Data and Information

Client acknowledges that the Aon Group (as defined below) gathers non-personal data about its clients and their related parties in respect of services provided and, where applicable, clients’ (re)insurance placements, including but not limited to names, industry codes, policy types, premium and policy expiration dates, claims and other loss related services, as well as information about the insurance companies that provide coverage to Aon’s clients to compete for such clients’ (re)insurance placements. This information may be shared, subject to local law restrictions, among Aon affiliated businesses, as well as with third-party service providers acting on Aon’s behalf, on a global basis to help carriers strengthen their value proposition to clients with a focus on creating distinctive value for clients. In addition to being used to provide customized services and recommendations to Aon’s clients, the information may be used for (i) identifying client opportunities; (ii) optimizing and improving Aon products, services and operations; (iii) creating industry reports, conducting benchmarking and undertaking market research; (iv) providing and developing analytical solutions; and (v) performing statistical, financial and risk modelling, among other services. Aon Group members may earn compensation for providing such services to their clients, service providers, (re)insurers and other business partners.

Due to the global nature of services provided by the Aon Group, information that the Aon Group receives may be transmitted, used, stored, and otherwise processed outside of the country where the Client submitted the information.



For purposes of this section, 'Aon Group' means the Aon group of entities worldwide, being Aon plc, Aon's ultimate parent company, and all its subsidiaries, related/associated companies, affiliates as well as joint ventures of such subsidiaries, related/associated companies, and affiliates.

Use of Logos

Unless otherwise instructed by the Client, Aon will use the Client's logo, pictures, and other publicly available information to effectively market the Client's Programs or for use in Aon's business records.

Additionally, the Client expressly grants free, restricted, non-exclusive, non-transferable, authorization to use and disseminate its brands, as well as its corporate name, logos, distinctive signs, and images of its facilities ("Brands") to publicize, online or offline, the development of the work, effective delivery and all developments provided by Aon.

Governing Law and Entire Agreement

This TOBA contains the entire understanding and agreement between the parties with respect to the subject matter described herein and supersedes and replaces all prior and contemporaneous agreements, whether written or oral, as to such subject matter. This TOBA may be modified only by a written agreement signed by both parties. This TOBA shall be governed by and construed in accordance with the laws of Mexico without regard for its conflicts of law rules.

Insurance Proposals and Summaries

Aon's insurance documents containing proposals to bind coverage, summaries of coverages, and certificates of insurance placed are furnished as a matter of information for the Client's convenience. These documents summarize proposed and placed policies and are not intended to reflect all the terms, conditions, and exclusions of such policies. Moreover, the information contained in these documents reflects proposed or placed coverage as of the effective dates of the proposed policies or the date of the summaries and does not include subsequent changes. These documents are not themselves insurance policies and do not amend, alter, or extend the coverages afforded by the proposed or placed policies. The insurance afforded by the proposed or placed policies is subject to all the terms, conditions and exclusions contained in such policies as they are issued by the insurers.

Insurer Solvency

While Aon only engages insurers who meet certain requirements as established by Us from time to time, We make no representation, guarantee or warranty as to the solvency or ability of any insurer to pay any amounts for insurance claims or otherwise.

Pricing

Aon does not and cannot guarantee the availability or price of insurance for the Client's risks and is not responsible for fluctuation in the premiums charged by insurers. Aon will rely on the Client to review and approve any calculation or estimation of premium and Aon is not responsible for any loss occasioned because of Aon's calculation or estimation of premium and statutory charges that may apply to the Client's insurance.

Mutual Limited Waiver of Liability

Neither party to this TOBA shall be liable to the other for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either party has been advised of the likelihood of such damages) or for any attorney's fees (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise) arising out of services provided by Aon or its affiliates.

Standard Terms and Conditions

Aon assumes no responsibility for the adequacy or effectiveness of programs or coverages that We did not implement or place.

Any loss control services, summaries and/or surveys performed by Aon are advisory in nature and are for the sole purpose of assisting the Client in Your development of Your risk control and safety procedures. Such services and/ or surveys are limited in scope and do not constitute a safety inspection nor verify that the Client is following federal, state, and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards.

Data Privacy.

DEFINITIONS AND INTERPRETATION

"Affiliate" means, with respect to a Party, an entity that is controlled, controlling or in common control with that Party, where "Control" means the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting shares, by contract or otherwise.

"Contract Personal Data" means any personal data (including categories of sensitive or special data) that is transmitted, stored, or otherwise processed under or in connection with the Contract.

"Aon Group" means the worldwide group of Aon entities, Aon PLC, the ultimate parent company of Aon, and all of its subsidiaries, related/associated companies, Affiliates, as well as joint ventures of such subsidiaries, related/associated companies and Affiliates.

"DP Laws" means any applicable personal data protection law, including, but not limited to, the Personal Data Protection Law of Mexico and (ii) any corresponding or equivalent national law or regulation, including any amendment, supplement, update, modification, or recreation of such laws.

"Transfer of Personal Data" means domestic or international transfers of personal data between Aon Group entities, between the Parties and between the parties and third parties.

The terms "Controller", "data subject or data subject", "personal data", "processing", "processor", "sensitive or special personal data", "supervisory authority" and "processing" shall have the meanings ascribed to them under the DP Laws.

PROVISIONS APPLICABLE TO THE PROCESSING OF INFORMATION BY THE CONTROLLER

The Parties foresee that, by virtue of the object of the Contract and the processing of Personal Data that is carried out, each Party is Controller for the processing of Personal Data and each in turn undertakes that:

- (a) observe all applicable requirements of the DP Laws; and
- (b) all Personal Data that is collected and shared between the Parties will have been collected or obtained in accordance with applicable law, and may be processed, disclosed, and transferred as described in or in connection with the Agreement.

Aon and Aon Affiliates may process, transfer and disclose personal data as described in Aon's privacy notice, in particular for (i) the provision of the services as a Controller; (ii) administration of the engagement and general correspondence with the Client; (iii) review of individuals associated with Client against international lists of sanctioned groups; and (iv) aggregation, de-identification and, where possible, complete anonymization of personal data for the purposes of benchmarking, market research and data analysis associated with the development of Aon Group products and services.

The Parties shall work together in good faith to ensure that the information prescribed by DP Laws is made available to data subjects, including, where necessary, the provision of such information by the Client to data subjects on behalf of Aon.

Each Party shall implement appropriate technical and organizational security measures in relation to the processing of Contract Personal Data under or in connection with the Contract, which shall ensure a level of security appropriate to the risk, including, as applicable, (i) pseudonymization and encryption; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore availability and access to personal data to be processed under the Contract in a timely manner

in the event of a physical or technical incident; and (iv) a process for regularly testing, analyzing and evaluating the effectiveness of such measures.

Aon will maintain a comprehensive data governance framework that requires strict technical and organizational security measures applicable to the processing of personal data under the Agreement, including but not limited to access control, data handling, malware protection, and system security, configuration and hardening organization, personnel security, physical security, business continuity plans, and disaster recovery and third-party security.

Aon will retain Personal Data processed under the Agreement in accordance with its corporate records retention programs to comply with Aon's legal and regulatory obligations and to enable Aon to establish, exercise or defend legal claims.

The Parties acknowledge that Contract Personal Data may be subject to cross-border transfer, i.e. it may be transmitted or accessed from one country to another country, provided that such International Transfers are made in accordance with DP Laws, including, if applicable, through the adoption of standard contractual clauses or any other international transfer mechanism in accordance with DP Laws.

Anti-Bribery and Corruption. Each party undertakes:

1. to maintain appropriate policies, procedures and internal controls designed to ensure that no acts of bribery or corruption in breach of any anti-bribery and corruption laws applicable to either party, in relation to the Services, shall take place anywhere in the world.
2. not to do, or omit to do, any act that will cause or lead the other party to breach any anti-bribery and corruption laws applicable to it; and
3. to keep proper and accurate books and records reflecting all payments made, and expenses incurred in connection with the performance of the Services.

Money Laundering Regulations

You agree to provide such evidence and information of your identity and the identity of your Beneficiaries, and that of your Affiliates, representatives and agents, and other information that we may reasonably require to comply with our obligations under money laundering legislation and regulations.

International Trade Restrictions

1. We and our Affiliates maintain a strict global policy regarding compliance with International Trade Restrictions (the "TR Policy") including, in the United States, those administered by the Office of Foreign Asset Control ("OFAC"). Compliance with the TR Policy is mandatory for all Aon staff worldwide, and no exceptions to the TR Policy are permitted under any circumstances. In summary, the TR Policy takes into consideration applicable laws which may expose us to the risk of sanctions or other penalties, including those that relate to export controls and designated parties (including parties regarded by OFAC as Specially Designated Nationals). The TR Policy affects, in particular (but not solely), certain transactions related to countries subject to sanction, prohibition, or restriction under UN Security Council Resolutions or under other applicable trade or economic sanctions, laws or regulations (collectively known as "Restricted Territories"). The

Restricted Territories under the TR Policy may be subject to change in line with international trade restrictions.

3. If you become aware that the risk you have (re)insured or are proposing to (re)insure through us, involves your activities involve a Restricted Territory or any other relevant trade restrictions, you should tell us immediately. Where we become aware that an entire transaction is contrary to the TR Policy, then we will be unable to act for the period during which the transaction is contrary to the TR Policy. If part of a transaction we have been asked to carry out (or have already carried out) would constitute, or constitutes, a breach of the TR Policy, we will not be able to act with respect to that part, whether it involves a placement, renewal, variation of insurance contract, payment, processing, advising, the handling of a claim or any other service for the period during which that part of the transaction is contrary to the TR Policy. We will be able to continue to service any other aspects of the account that do not contravene the TR Policy. We will not incur any liability whatsoever to you in the event we rely upon this clause.

Limitation of Liability

Aon's liability to the Client, in total, for the duration of our business relationship for any and all damages, not otherwise waived under this TOBA, including costs, expenses and attorneys' fees incurred in any underlying action by the Client that may be or are characterized as "compensatory or other damages", whether based on contract, tort (including negligence), or otherwise, in connection with or related to Our services (including a failure to provide a service) or any other service that We provide shall be limited to a total aggregate amount of three times the annual revenue generated by the Services agreed on this TOBA ("Liability Limitation"), to the fullest extent permitted by law.

This Liability Limitation shall apply to the Client and extend to the Client's affiliates, subsidiaries, and their respective directors, officers, employees, and agents (hereinafter, each a "Client Related Entity") wherever located that seek to assert claims against Aon, and its affiliates, subsidiaries and their respective directors, officers, employees, and agents (each an "Aon Related Entity"). Nothing in this Liability Limitation section implies that Aon or any Aon Related Entity owes or accepts any duty or responsibility to Client or any Client Related Entity.

If the Client or any Client Related Entity asserts any claims or makes any demands against Aon or any Aon Related Entity for a total amount more than this Liability Limitation, then the Client agrees to indemnify Aon for all liabilities, costs, damages, and expenses, including attorneys' fees, incurred by Aon or any Aon Related Entity that exceeds this Liability Limitation.

Additional Terms and Conditions

This TOBA and its exhibits may not be changed or modified, nor any provision waived without the prior written consent of the parties.

If any provision of this TOBA or its exhibits, addenda or amendments is held to be in violation of any applicable law, statute, regulation, or judicial or administrative order, such provision shall be deemed to be amended to conform to such applicable law, statute, regulation or judicial or administrative order, to the maximum extent permitted by law, and where not so permitted by law, such offending provision shall be deemed to be of no force and effect