

The Seller acknowledges and accepts that, pursuant to the provisions of Clause 2.1 of the Terms and Conditions (“TC”) of this Purchase Order (“PO”), *that may vary from time to time and valid and unique version is available at <https://www.pmi.com/markets/mexico/en>*

The Seller may accept the PO and the TC through any means, including (a) the issuance and return of this PO (either in paper or electronic form, e.g. e-mail) The Seller acknowledges that its express acceptance implies its plain and indefeasible agreement of the PO and the TC in full force and effect in accordance with the date of the PO, and shall fulfill its obligations as set forth in the PO and the TC, in accordance with Article 1803 and correlative dispositions of the Federal Civil Code. Upon disagreement with the PO and/or the TC, the Seller shall inform the foregoing immediately in writing to the Seller, and, if applicable, the contractual relationship and the PO shall be terminated and without effects, provided that the Seller has not incurred in any assumptions provided for in Clause 2.1. The Buyer reserves the right to modify at any time and without prior notice, the TC (provided that the new version of the TC affect the contractual relationship pursuant to the PO’s date, the Buyer will inform the foregoing to the Seller), modifications thereof will be effective immediately as of their incorporation.

General terms of purchase

1. Definitions – see clause 10

Where this document uses capitalised expressions (e.g. “Affiliate”, “Buyer”), those expressions have the meanings given to them in clause 10, which is at the end of this agreement.

2. Acceptance and entire agreement

2.1 The Seller may accept this agreement by any means, including: (a) signing and returning the Order (either on paper or electronically (e.g. e-mail)); or (b) commencing work under this agreement.

2.2 This agreement embodies the entire understanding between the parties and supersedes all other prior understandings and agreements, oral or in writing, between the parties with respect to the subject of this agreement. It may be amended only by written agreement by both parties that expressly refers to this agreement. The terms of the Seller’s quote, acknowledgement or acceptance of order, specification or similar document do not apply. Any express terms in the Order shall overrule these terms.

3. Payment

3.1 The Buyer shall pay the Seller the fee as set out in the Order. In addition to the fee, the Buyer shall pay the Seller VAT, if applicable, at the prevailing rate.

3.2 Each party shall, at its own expense, comply with all obligations that this agreement attributes to it unless this agreement explicitly states that the other party is to bear the expense.

3.3 When the Seller has delivered the Goods or performed the Services (or both), the Seller shall promptly deliver to the Buyer (at the address specified in the Order) an invoice that accurately details the relevant Goods or Services and complies with the Buyer’s requirements for invoicing. If the Services are to be charged on a time and materials basis and spread over a period greater than a month, the Seller shall invoice in arrears promptly following the end of each month (with associated expenses if permitted as set out below).

3.4 The Buyer shall pay, by bank transfer, the Seller’s invoice within 60 days from the date the Buyer receives it (and provided it complies with the above requirements). Should the Seller fail to comply with its obligations under this agreement, the Buyer reserves the right to suspend payment in whole or in part.

Furthermore, in accordance with Articles 29 and 29A of the Federal Tax Code, with Rule 2.7.1.32 governing the issuing of Electronic Tax Receipts Via Internet (Spanish

acronym: CFDIs), with Rule 2.7.1.35 of the Periodic Annual Amendments to the Decree governing the issuing of CFDI's for payments made, and with such other provisions as may apply, the Vendor undertakes to send the Purchaser the tax receipt(s) pertaining to the amount(s) it has received, or the amount(s) it has withheld, within the first 10 calendar days of the month following the date on which it received the payment.

The vendor can find more details about the procedures for sending receipts at: http://www.sat.gob.mx/informacion_fiscal/factura_electronica/Paginas/Anexo_20_ver_sion3.3.aspx, where it can consult the Guide for filling in receipts, including a supplement on the reception of payments and Appendix 20 to the Guide for filling in electronic tax receipts, both issued by the Tax Authorities.

In the event that the Vendor fails to send the aforementioned receipt(s) on time, the Purchaser shall be entitled to partially or totally suspend subsequent purchase orders, including those that have been approved and/or are being processed, until the receipt(s) in question has/have been sent.

4. General provisions

4.1 The Seller is an independent contractor. This agreement does not create a relationship of principal and agent, or of partnership, or of joint venture between any of the Buyer, the Seller and any Auxiliary Persons.

4.2 The Seller shall obtain the Buyer's prior written approval before subcontracting. If the Seller does subcontract:

- (a) it shall do so substantially on these terms;
- (b) it shall ensure that warranties it receives extend to the Buyer;
- (c) if it does not receive such express warranties, it warrants such Goods or Services to the same extent set out in clauses 7.1 and 8.1; and
- (d) it remains fully liable to the Buyer for any subcontracted Goods or Services.

4.3 Neither Party may (other than to an Affiliate within the same country) assign, transfer or delegate rights or obligations under this agreement without the other's prior written consent.

4.4 The Seller shall at its own expense maintain:

- (a) employer's liability, third party liability, product liability and professional negligence insurance to cover its liabilities arising from this agreement with an insurance company acceptable to the Buyer and with limits of cover acceptable to the Buyer; and
- (b) all permits, licences, certifications, registrations, and insurance coverage required by law. (c) updated its corporate information: bylaws, appointments, powers, etc.

On the Buyer's request, the Seller shall provide the Buyer with copies of the relevant certificates of insurance, permits, licences, certificates and registration documents.

4.5 If the Seller determines that it cannot deliver the Goods or perform the Services on the date specified in this agreement owing to events beyond its reasonable control (such as: third party industrial disputes; natural disasters having widespread and significant consequences not reasonably foreseeable, war, riot, civil commotion, malicious damage, compliance with applicable law or regulation), it shall immediately notify the Buyer. The Buyer, without liability to the Seller, may, at its discretion, either (a) extend the time for delivery or performance; (b) require the Seller to use best efforts to secure

- substitute Goods or Services; or (c) cancel this agreement in whole or in part and source the Goods or Services from an alternative provider.
- 4.6 Where this agreement requires that something be done in written form, e-mail shall satisfy the requirement.
- 4.7 All commercial relations between the parties in connection with this agreement shall be governed by and construed in accordance with the laws of Mexico, without regard to its conflicts of laws provisions. Any disputes arising in connection with this agreement shall be submitted to the jurisdiction of the ordinary courts of Mexico City.
- 4.8 **Right of review**
- 4.8.1 Upon reasonable notice and within normal business hours, the Buyer may inspect the Seller's:
- (a) financial and accounting records relating to sums it charges the Buyer under this agreement on an "at cost", "pass-through", or "cost plus" basis; and
 - (b) compliance with the terms of clause 9.
- 4.8.2 The Buyer may do so only:
- (a) with minimum disruption to the Seller's business; and
 - (b) once per year unless a complaint by an individual, a regulator or a breach of security has occurred in which case a further inspection may take place.
- 4.8.3 Each Party shall bear its costs of preparing for and undertaking such inspections.

5. Confidentiality

- 5.1 A party's confidential information (being information that a reasonable person would consider confidential) includes information of another person that it keeps in confidence. Each party shall, and shall procure that its Auxiliary Persons shall:
- (a) keep confidential all confidential information that it receives from (or on behalf of) the other in connection with this agreement and apply reasonable measures to keep it secure;
 - (b) return (or, at the disclosing party's instruction, destroy) such confidential information at the end of this agreement; and
 - (c) except as permitted by clause 5.2, not disclose any of the other party's confidential information to any third party nor refer to its business relationship with the other for promotional or advertising purposes without that other's prior written consent.
- 5.2 Each party may disclose the other party's confidential information:
- (a) to its Auxiliary Persons who both:
 - (i) need to know such information for the purposes of its business (or the business of one of its Affiliates); and
 - (ii) are subject to obligations of confidentiality comparable to those in this clause 4;
 - (b) to its Affiliates, and to its and their service providers, provided the persons within such organisations who are given access to such information are subject to the obligations in subparagraphs (a)(i) and (a)(ii); and
 - (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 5.4 The aforementioned obligations are enduring and are binding both prior to and after the performance of obligations under this agreement.

6. Limit of liability

- 6.1 Neither party limits liability for death or personal injury caused by negligence, or for fraud, wilful misconduct or gross negligence, or to the extent mandatory law prohibits any limit.
- 6.2 Save as provided above:
- (a) neither party shall be liable to the other under this agreement for:
 - (i) loss of profits, business interruption, damage to goodwill or loss of anticipated savings; or
 - (ii) special, incidental, consequential, indirect or punitive damages; and
 - (b) the liability of each party to the other for any claim under this agreement shall not exceed twice the total amount of fees and expenses paid or payable during the term.

7. Provisions that apply for purchase of goods

- 7.1 The Seller warrants that (a) the Goods will be free from any liens or encumbrances on title that could affect the Seller's right to transfer title of the Goods to the Buyer; (b) the Goods will be free from defects and shall meet all specifications, standards, procedures, methods or systems referred to in this agreement; (c) the Goods will be free from any defects in design, workmanship or materials; (d) the Goods will be suitable for normal commercial use; and (e) the Goods will be manufactured, packaged and labelled in accordance with this agreement and all laws and standards of the countries of manufacture, distribution, and intended use, including laws on labour and employment, manufacturing, transport, data protection, environment, competition and fair market practices.
- 7.2 The Seller warrants that the Goods will not infringe any Intellectual Property Rights of any third party. The Seller shall defend the Buyer and its Affiliates against any claims that the Goods infringe any such rights, and shall indemnify them (irrespective of whether the Seller is in breach of warranty) from any loss, damage, costs, expenses (including reasonable attorneys' fees), settlements, and judgments incurred by the Buyer or its Affiliates or anyone deriving their right to use the Goods from the Buyer or its Affiliates arising out of, or in connection with, any claim that the Goods infringe Intellectual Property Rights. The Buyer shall promptly notify the Seller of any such claim.
- 7.3 The Seller shall suitably package the Goods and deliver them (or engage a carriage company to do so) at the time and place specified in the Order. For any Goods that cross international borders for delivery, the INCOTERM shall be that agreed by the parties. The Seller shall insure the Goods until delivery. Subject to clause 7.5, risk of loss shall pass from the Seller to the Buyer in accordance with the applicable INCOTERM and title shall pass at the same time, unless otherwise agreed by the parties.
- 7.4 In the event of late delivery, the Buyer may cancel this agreement with no obligation or liability to the Seller except as provided in clause 7.8, even if the Buyer has already received the Goods. Alternatively, the Buyer may allow the Seller additional time to make delivery, without waiving any right to damages against the Seller. The Buyer reserves the right to claim damages and interest from the Seller in the event of late delivery and in the event of any failure of the Seller to perform its obligations under this agreement that causes loss or expense to the Buyer.
- 7.5 The Buyer may refuse any Goods that the Seller delivers in excess of the quantity stated in this agreement within 14 days after their delivery.
- 7.6 Should the Buyer receive, or pay for, the Goods, this shall not, of itself, imply that:
- (a) the Buyer: (i) accepts the Goods; or (ii) waives any of its rights;
 - (b) the Goods meet the Buyer's specifications or requirements; or
 - (c) the Seller has complied with its obligations under clause 7.1.

- 7.7 If the Goods do not comply with the warranties in clause 7.1, the Buyer may (without limiting any of its other rights) reject the Goods in whole or in part, or require the Seller to replace or repair some or all of the Goods. The warranties in clause 7.1 shall be valid for 24 months from the date the Goods are delivered, save for the warranty in clause 7.2, which shall continue indefinitely. The Buyer is entitled to notify the Seller of a breach of the warranties at any time during 24 months. The Seller hereby waives any right to require the Buyer to immediately inspect and notify Seller.
- 7.8 If the Buyer cancels this agreement or rejects all or some of the Goods pursuant to these terms, the Buyer shall have no obligation to the Seller other than to allow the Seller to collect the rejected Goods at the time and place the Buyer specifies to the Seller. The Buyer may claim from the Seller reasonable storage and insurance expenses (if it incurs any) from the time that the Goods were received until the Seller collects the rejected Goods.
- 7.9 The Buyer shall have the continuing right to inspect the Seller's production facilities. If the Buyer determines that the quality of the Goods in the course of production does not meet the standards set by this agreement or if the Buyer reasonably determines that the Seller will not deliver the Goods on or before the date specified, the Buyer may cancel this agreement at any time in whole or in part, while retaining all rights against the Seller.
- 7.10 To the extent that the use, distribution, resale or advertising of the Goods involves the use of any Intellectual Property Rights of the Seller, its Auxiliary Persons, or the manufacturer of the Goods, the Seller grants the Buyer shall have a worldwide, royalty-free, and irrevocable right for such use of such Intellectual Property Rights in the Goods.
- 7.11 The Buyer grants the Seller the right to use the Buyer Materials for the sole purpose of complying with the Seller's obligations under this agreement. Upon termination or expiry of this agreement, this right shall end, and the Seller shall return the Buyer Materials to the Buyer. The Seller shall not have any further rights to use any Intellectual Property Rights of the Buyer or any of its Affiliates.
- 7.12 No Exclusivity. The seller agrees and acknowledges that by asking it to supply The Products, via one or more orders, The Buyer does not grant it an exclusivity whatsoever and may at any time and without restriction whatsoever, ask any other seller(s) to supply the products.

8. Provisions that apply for purchase of services

8.1 Service standards

- (a) The Seller shall provide the Services in a professional, workmanlike, and timely manner, using the level of skill, knowledge and judgment required, or reasonably expected, of suppliers of comparable services. The Seller warrants that the Services conform to all descriptions and specifications that the Seller has provided to the Buyer. The Seller shall give the Buyer oral and written progress reports, as the Buyer may request from time to time. In the event that the Seller is providing the Services on a time and materials basis, upon completion of the Services the Seller shall submit for the Buyer's acceptance a report specifying the number of hours worked and materials used. The Seller shall present Work Products in a form and manner acceptable to the Buyer.
- (b) In performing the Services, the Seller shall comply with:
- (i) applicable law;
 - (ii) safe working practices which the Buyer divulges to you by whatsoever means (as varied or replaced from time to time); Seller shall ensure that the employees/agents allocated for the performance of the services contracted herein comply with the safety regulations, including those

implemented internally by the Buyer, of which it is fully aware, and shall immediately remove and/or substitute those employees failing to comply with said regulations or who fail to act safely and in accordance with good practices and appropriate conduct; and

- (iii) any policies and codes of business conduct that the Buyer notifies the Seller.
- (c) If the Services fail to comply with the provisions of this agreement, the Buyer may (without prejudice to any other rights it may have): (i) request the Seller to perform such corrective or additional Services as may be necessary to remedy such failure; (ii) refuse to accept any subsequent performance of the Services which the Seller attempts to make; (iii) terminate this agreement in whole or in part without liability to the Seller; (iv) purchase substitute services from another supplier; (v) hold the Seller accountable for any loss and additional costs incurred; and (vi) have the Seller refund all sums that the Buyer previously paid the Seller under this agreement.

8.2 Intellectual Property Rights

- (a) The Seller warrants that all Contract Materials shall be its original work (or that of its Auxiliary Persons). The Seller hereby (i) transfers, and shall procure that all its Auxiliary Persons transfer, to the Buyer, free of claims, all Intellectual Property Rights in Contract Materials from the moment of their creation; and (ii) waives, and shall procure that all its Auxiliary Persons waive, all moral rights relating to Contract Materials. The Buyer shall retain exclusive ownership of the Contract Materials and related Intellectual Property Rights after termination or expiry of this agreement. The Seller shall, and shall procure that its Auxiliary Persons shall, provide all assistance reasonably required to perfect the Buyer's rights under this clause, including executing a certificate of acknowledgement of the foregoing transfer and such other documents as the Buyer reasonably requests in order to register, establish, maintain, perfect, assert or defend any Intellectual Property Rights in the Work Product.
- (b) The law of some countries may not permit the foregoing transfer of Intellectual Property Rights. To the extent that is the case, the Seller hereby grants to the Buyer and its Affiliates an exclusive, sub-licensable, worldwide, irrevocable, assignable, royalty-free licence to use, modify and add to the Contract Materials (and any proprietary rights or technology contained in or relating to them), and to combine such with other Materials, in each case to the extent necessary to allow the Buyer and its Affiliates to use, manufacture and develop the Work Product and to be able to fully benefit from the rights granted to it under this agreement.
- (c) The Seller hereby grants to the Buyer and its Affiliates a non-exclusive, sub-licensable, worldwide, irrevocable, assignable, royalty-free license to use, modify and add to the Seller Materials (and any proprietary rights or technology contained in or relating to them), and to combine such with other Materials, in each case to the extent necessary to allow the Buyer and its Affiliates to use, manufacture and develop the Work Product and to be able to fully benefit from the rights granted to it under this agreement.
- (d) The Seller transfers, from the moment of delivery to the Buyer, title to all physical items that it delivers to the Buyer under this agreement.
- (e) The Seller acknowledges that the sums payable by the Buyer under this agreement are good, valuable and complete consideration for the vesting of ownership in the Buyer of the Contract Materials and the Intellectual Property Rights in the them; the transfer of title in the physical items; and the granting of the licence to the Seller Materials.

- (f) The Buyer grants the Seller the right to use the Buyer Materials for the sole purpose of complying with the Seller's obligations under this agreement. Upon termination or expiry of this agreement, this right shall end, and the Seller shall return the Buyer Materials to the Buyer. The Seller shall not have any further rights to use any Intellectual Property Rights of the Buyer or any of its Affiliates.
- (g) The Seller shall not disclose to the Buyer confidential information of others. The Seller warrants that the Work Product (excluding Buyer Materials) does not infringe any Intellectual Property Rights of any third party. The Seller shall defend the Buyer and its Affiliates against any claims that the Work Product (excluding Buyer Materials) infringes any such rights, and shall indemnify them (irrespective of whether the Seller is in breach of warranty) from any loss, damage, costs, expenses (including reasonable attorneys' fees), settlements, and judgments incurred by the Buyer or its Affiliates or anyone deriving their right to use Work Product from the Buyer or its Affiliates arising out of, or in connection with, any claim that the Work Product infringes Intellectual Property Rights. The Buyer shall promptly notify the Seller of any such claim.

8.3 Termination

- (a) In addition to its rights under applicable law, the Buyer shall also have the right to terminate this agreement at any time by notice to the Seller for convenience with effect no less than 14 days following the notice.
- (b) Should the Buyer terminate this agreement by virtue of the above, it shall pay the Seller:
 - (i) for terminating services to be performed on a "time and materials" basis, the normal fees up to the effective date of termination; and
 - (ii) for terminating services to be performed on a "fixed price" basis, an equitable sum to reflect the Seller's progress in, and reasonable investment towards, achieving the deliverables to which such fixed price services relate (but no more than the relevant fixed price fee).

8.4 Dispute resolution

Should any dispute arise in connection with this agreement, the parties shall attempt to resolve it by following this process before submitting it for resolution in accordance with clause 4.7:

- (a) either party may require a meeting of senior management to resolve the dispute in informal discussions, to take place within 7 days of either party's request; and
- (b) if such meeting is unsuccessful, all those negotiable controversies or differences that arise between the parties as a result of the celebration, performance, termination or rescission hereof, and cannot be settled by the parties via self-reliant processes such as negotiation, conciliation or the reaching of settlement, shall be submitted to, and definitively ruled on by, 1 legally qualified arbitrator appointed by the International Chamber of Commerce of Mexico, who shall rule in accordance with the law. The said arbitration shall be carried out in the Spanish language and the arbitration tribunal shall sit in Mexico city, being constituted, and operating, in accordance with the business-arbitration rules set forth in the Mexican commerce code.

9. Provisions that apply if the Seller Processes Buyer Data or accesses Buyer Information Systems –

9.1 Information security

- (a) Where this agreement involves either the Seller's:
 - (i) accessing Buyer Information Systems otherwise than using, from the Buyer's

(or

Affiliate's) premises, hardware that the Buyer provides for that purpose; or
(ii) Processing Buyer Data otherwise than directly on Buyer Information Systems, the Seller shall, and shall ensure that its Auxiliary Persons shall, comply with the Buyer's information security schedule which the Buyer divulges to you by whatsoever means (as varied or replaced from time to time)

Where the Seller accesses Buyer Information Systems using hardware that the Buyer provides for that purpose when at the Buyer's (or Affiliate's) premises, the Seller shall, and shall ensure that its Auxiliary Persons shall, comply with the Buyer's policies concerning access to and security of such Buyer Information Systems.

9.2 Data protection

Seller as Data Processor of Buyer Personal Data

9.2.1 This clause 9.2.1 applies to all the Seller's Processing of Buyer Personal Data, save where the Seller Processes Buyer Personal Data as a Data Controller in accordance with clause 9.2.3.

- (a) The Buyer appoints the Seller as its Data Processor of the Buyer Personal Data.
- (b) The Seller shall Process Buyer Personal Data only:
 - (i) on behalf of the Buyer (and not for itself);
 - (ii) for the purpose of providing the Services;
 - (iii) so far as necessary to provide the Services; and
 - (iv) in accordance with the Buyer's reasonable instructions from time to time.
- (c) Subject to clause 4.2, should the Seller appoint any subcontractors as further Data Processors on behalf of the Seller, the Seller shall engage them on terms that provide equivalent protections to those set out in this clause 9.2.

Data Transfers

- (d) The Seller shall keep a list of the details of all transfers of Buyer Personal Data and shall allow the Buyer to review the list upon request.

Seller as either Data Processor or (to the extent permitted in clause 9.2.3) Data Controller of Buyer Personal Data

9.2.2 This clause 9.2.2 applies both to the Seller's Processing Buyer Personal Data as a Data Processor, and (to the extent permitted in clause 9.2.3) to its Processing Buyer Personal Data as a Data Controller.

- (a) The Seller shall comply with applicable Data Protection Law in Processing Buyer Personal Data.
- (b) Each Party shall reasonably cooperate with, and assist, the other in respect of any:
 - (i) threat to, or compromise of, the confidentiality, integrity or availability of Buyer Personal Data; and
 - (ii) communications, requests (e.g. subject access requests, or requests to correct or delete), objections or any other communications received from Data Subjects, regulatory authorities or any other person concerning Buyer Personal Data.
- (c) The Seller shall:
 - (i) notify the Buyer:
 - within 24 hours if it becomes aware of an event identified in paragraph (i); and

- within one working day if it receives any communication of the type set out in paragraph (ii); and
- (ii) not respond directly to any communication of the type set out in paragraph (ii) without the Buyer's permission.
- (d) The Seller shall implement and maintain appropriate (bearing in mind the nature of the data and of the Processing and the harm that may result from unauthorised Processing, the state of technology and its related cost) technical and organisational measures (including those referred to in clause 9.1) to keep the Buyer Data secure and to protect it from unauthorised use or access, accidental loss, damage, destruction, theft or disclosure.
- (e) The Seller shall disclose Buyer Personal Data only:
 - (i) to its employees and permitted subcontractors; and
 - (ii) to the extent necessary to Process as permitted in this clause 9.2.
- (f) The Seller shall ensure that all its Seller Personnel who have access to Buyer Personal Data:
 - (i) have undergone training in the law and practice of data protection; and
 - (ii) are bound by contractual obligations that provide equivalent protections in relation to Buyer Personal Data to those set out in this clause 9.2.

Seller as Data Controller of certain Buyer Personal Data

9.2.3 The Seller may Process on its own behalf (as a Data Controller) Buyer Personal Data that comprises contact details of personnel of the Buyer or of its Affiliates only to the extent that the Seller needs to Process such data for the purpose of:

- (a) exercising its legal rights; or
- (b) managing its commercial relationship with the Buyer and its Affiliates, provided this shall not include marketing to individual employees of the Buyer or its Affiliates, or of a supplier to any of them.

Buyer as Data Controller of Personal Data relating to Seller

9.2.4 The Buyer and its Affiliates will Process on their own behalf (each as a Data Controller) certain Personal Data relating to the Seller and its Auxiliary Persons. For details, see the Third Party Privacy Notice available at aviso.privacidad@pmi.com (as varied or replaced from time to time).

10. Responsible Sourcing Principles.

Upon acceptance of these terms, the Seller and its Affiliates acknowledge receipt of the Philip Morris International ("RSP") Responsible Sourcing Principles and agree to apply and comply with them in all work performed by them for PMI and/or its Affiliates. The RSPs are available at the following link: <https://www.pmi.com/resources/docs/default-source/pmi-sustainability/responsible-sourcing-principles.pdf>

If PMI and/or its Affiliates become aware of any violation of the RSPs by Seller or its Affiliates, PMI or its applicable Affiliate shall notify Seller or its applicable Affiliate, and Seller shall investigate such violations, take appropriate remedial action, and notify PMI or the applicable PMI Affiliate (as the case may be) in writing of all efforts made in this regard. In the event that such violations persist, PMI and/or the relevant Affiliate shall have the right to terminate any or all of the Agreements, effective immediately.

11. Definitions –

“**Affiliate**” means any entity which controls, is controlled by, or is under common control with, the relevant party; and “control” (and variants of it) means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise. this “**agreement**” means the agreement formed by the Order and these terms.

“**Auxiliary Person**” means any person working directly or indirectly for another (such as an employee (or equivalent), a subcontractor, or an employee (or equivalent) of a subcontractor, of the person concerned) or an officer, representative or adviser of that person.

“**Buyer**” means the person identified as such (or similar, e.g. “Client”, “Customer”) on the Order.

“**Buyer Data**” means data that either:

- (a) the Buyer, or a person acting on its behalf, provides to the Seller, or permits the Seller to access, in connection with this agreement; or
- (b) the Seller creates in providing the Services.

“**Buyer Information Systems**” means information technology and communications systems, networks, services and solutions (including all hardware, software and documentation that either (a) form part of such systems and networks, or (b) are used in the provision of such services and solutions) that are either owned by the Buyer (or one of its Affiliates) or are reserved for its (or their) operation.

“**Buyer Materials**” means all Materials that the Buyer delivers to the Seller in connection with this agreement.

“**Buyer Personal Data**” means Personal Data that either:

- (a) the Buyer, or a person acting on its behalf, provides to the Seller, or permits the Seller to access, in connection with this agreement; or
- (b) the Seller creates in providing the Services.

“**Contract Materials**” means all Materials that the Seller (either itself or through Auxiliary Persons) creates in the performance of this agreement.

“**Data Controller**” means a person who, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means a person who Processes Personal Data on behalf of a Data Controller.

“**Data Subject**” means an identified or identifiable individual or legal entity. An “identifiable” individual or legal entity is one who can be identified, directly or indirectly, including by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

“**Goods**” means the goods that the Seller is to provide under the Order.

“**Intellectual Property Rights**” means all rights in any country or jurisdiction in patents, inventions, trade secrets and other rights in know-how, copyrights (including any extensions or renewals), rights affording equivalent protection to copyright, rights in databases, registered designs, design rights, industrial designs and utility models, trademarks, trade names, business names, trade dress, logos, domain names and all registrations or applications to register any of the foregoing items.

“**Material**” means any material, item or idea (for example: designs, components, products, concepts, sketches, drawings, specifications, documentation, photographs, plans, computer software, reports, surveys, training materials, recommendations, methodologies, techniques, processes, inventions and discoveries).

“**Order**” means the document (for example, a purchase order, contract information document) that incorporates these terms.

“Personal Data” means any data that relates to a Data Subject. to **“Process”** (and variants of it, such as “Processing”) means to perform any operation or set of operations upon data, whether or not by automatic means, such as collecting, recording, organising, storing, adapting or altering, retrieving, consulting, using, disclosing (by transmission, dissemination or otherwise making available), aligning or combining, blocking, erasing or destroying.

“Seller” means the person identified as such (or similar, e.g. “Supplier”, “Service Provider”) on the Order.

“Seller Materials” means all Materials that are not Contract Materials or Buyer Materials.

“Services” means the services that the Seller is to provide under this agreement.

“Work Product” means all Materials that the Seller (itself or through Auxiliary Persons), in the performance of this agreement, creates or delivers to the Buyer.

SCHEDULE 1

PMI THIRD PARTY PRIVACY NOTICE

1. Like all businesses, PMI affiliates use personal information relating to third parties (and their employees and representatives) with whom they interact. Such third parties include suppliers, service providers, third party contractors, retailers, government offices, visitors, people who communicate with us, and people who read our electronic publications (collectively, "Third Parties"). The information may include name, address, places of business, and contact details; trade-related data (e.g. sales data); bank account information; system user information, automated records of the use of information systems; information for building access control systems; identification information (including photographs, biometric data, and video recordings); and information submitted to us when using information systems that PMI affiliates operate. For details of the PMI affiliates and the countries in which they are established, see the relevant country pages of www.pmi.com.

2. PMI affiliates use personal information in a number of different ways:

(a) PMI affiliates use personal information for their business purposes. These purposes include legal, personnel, administrative and management purposes (including procurement; administering the business relationship with the Third Party; administering commercial programmes; processing payments; correspondence; IT systems development, operation and maintenance; building access controls; the operation of contact databases and collaboration tools; performance review; maintaining the security of buildings; operating a safe environment, security of PMI and staff and visitor property; administering contractual arrangements with suppliers (for example, video recordings for delivery of goods, or for ensuring that restricted areas of buildings are accessed only by certain individuals or are used appropriately)); (b) Where necessary for the administration of the relationship with a Third Party (and permitted by law), PMI affiliates may use personal information legally classified as #sensitive#. This may include data relating to trade union membership (for example, to comply with collective agreements); racial or ethnic origin (for example, for monitoring equal opportunities); and criminal background checks (for example, where security or reputation are sensitive); (c) PMI affiliates make personal information available to each other for them to use for their own benefit, for the same purposes as described in (a) and (b) above; and (d) PMI affiliates also make personal information available to:

(i) Other third parties who provide them with products or services (such as advisers, payment service providers, and information services providers) for the same purposes as described above; and

- (ii) Other third parties, where required or permitted by law, for example: regulatory authorities; government departments; and in the context of organizational restructuring.
3. As with any multi-national organization, PMI affiliates transfer personal information globally. Accordingly, personal information as described above may be transferred either within or outside the country or territory where that person is based (their "Local Country"), including to a country or territory that may not have data protection standards equivalent to those of the local country. For example, PMI affiliates within the American Continent ("America") may transfer personal information to PMI affiliates outside of America for the purposes described in this notice. In all cases, PMI affiliates will implement adequate measures (including appropriate security measures) for the treatment of personal information in those countries or territories in accordance with applicable data protection and privacy laws.
 4. Individuals may request access to personal information about them that PMI affiliates hold, or request the correction, deletion or cancelation of that personal information, by contacting the PMI representative responsible for managing the relationship with the Third Party they represent. Alternatively, they may e-mail their request to aviso.privacidad@pmi.com or by a letter to the address of Philip Morris México Productos y Servicios, S. de R.L. de C.V. (Lago Zurich 245, Edificio Presa Falcón, tercer piso, Col. Ampliación Granada, c.p. 11529,)