

General Terms and Conditions for the purchase of goods and services by Satélites Mexicanos SA de CV

ARTICLE 1. OBJECT.

1-The Supplier is obliged with Eutelsat to provide the goods and/or services described in each Purchase Order under these General Terms and Conditions.

To simplify the references in these General Terms and Conditions to the various purchase orders, they will hereinafter be referred to generically and jointly, as "Purchase Orders" and specifically identified with the name that has been established for them. The Purchase Orders shall contain the characteristics of the goods and/or services, validity, prices, terms, and special applicable conditions, which, duly signed by the Parties, shall form an integral part of these General Terms and Conditions.

In the event of any difference between the special provisions set out in a Purchase Order and these General Terms and Conditions, the special provisions in the Purchase Order shall prevail over and complement these General Terms and Conditions where appropriate.

ARTICLE 2. PAYMENT CONDITIONS, PRICES, AND INVOICING.

1-The prices shown on the Purchase Order include all costs: packaging, handling, transport, unloading, insurance (if required), excluding VAT/Tax which will be charged at the time of invoicing.

2-Payments shall be made by electronic transfer, on the first Thursday after 30 calendar days from the date of issue of the corresponding invoice.

3-The local Supplier must upload their invoices to the portal (<https://invoicing.eutelsat.mx>) and the foreign supplier must send them to factura@satmex.com. These invoices must include all tax requirements according to the applicable law and the purchase order number to be processed for payment.

ARTICLE 3. TAXES.

1-The Supplier will cover the corresponding taxes including withholding taxes, under the laws in force that tax the transaction, activity, or income, as well as any other tax burden that could be generated based on the Purchase Order.

2-If you are a foreign supplier, you must submit the original tax certificate valid for the current payment year. If you do not submit this certificate, the corresponding withholding taxes will be applied under the applicable law. The delivery address of the certificate of residence is:

Av. Paseo de la Reforma No. 222, Piso 20; Col. Juárez, Alcaldía Cuauhtémoc; C.P. 06600, Ciudad de México; At'n. Departamento de Impuestos

ARTICLE 4. DEADLINE.

1-The deadlines agreed between the parties mentioned in the Purchase Order are binding and cannot be modified without prior written agreement with Eutelsat.

2-The Supplier must notify immediately to Eutelsat of any foreseeable delay in the delivery of goods or services so that Eutelsat can take the appropriate measures to safeguard its interests.

3-A conventional penalty equivalent to 1.0% (one point zero percent) of the total amount of the Purchase Order will be applied for each day of delay in the delivery of the goods or service receipt, with a maximum of 20% (twenty percent).

ARTICLE 5. VALIDITY.

1-The validity of these General Terms and Conditions will be of 12 months from the date of its signature and will be automatically renewed in all its terms and conditions for equal periods, unless any of the Parties manifests its intention, in writing, not to continue with the present General Terms and Conditions, with at least 90 calendar days before the date of termination.

However, these General Terms and Conditions and Purchase Orders in force at the date of termination shall survive until their full compliance and conclusion, unless otherwise agreed by the Parties.

Regardless of the above, Eutelsat may terminate any Purchase Order at any time, without any liability and the need for a judicial declaration, by giving written notice to the other Party 15 calendar days before the date on which such termination takes effect, for which purpose Eutelsat shall cover the outstanding amounts of the goods and/or the provision of the Services effectively delivered and/or rendered at the date of termination.

ARTICLE 6. CONFIDENTIALITY.

1-The Parties agree to consider strictly confidential and not to disclose to anyone, except to their employees who require it for the fulfillment of the Purchase Order, any information, whether technical or commercial, in the negotiation or execution of the Purchase Order.

Confidentiality will be during the term of the Purchase Order, plus 5 years after its termination.

ARTICLE 7. DELIVERY.

1-All deliveries of goods must be made Monday through Thursday from 9:00 am to 1:30 pm and 3:30 pm to 5:30 pm and Friday from 9:00am to 2:00 pm.

2-The place of delivery must be under the provisions of the Purchase Order.

3-The Supplier shall ensure that the packaging is sufficient and adequate to protect the goods against loss, damage, or deterioration during shipment to the appropriate Eutelsat warehouse. The packages must be identified by showing the consecutive numbers and the reference of this order.

4-The Supplier shall obtain all necessary documents and authorizations to guarantee the shipment of the goods.

5-The supplier shall prepare and deliver a free format Delivery-Reception letter, together with the delivery of the goods or service to Eutelsat considering at least, Effective delivery date, Scheduled delivery date, Delivery place, Reference (Purchase Order Number), Guarantee, Comments. The Supplier may enter any other additional points it considers and the signatures of the persons involved must be included. If there is a delay, this must be explained in the same document and indicate the existence of the corresponding conventional penalty, described in these General Terms and Conditions. If the Supplier does not deliver the Delivery-Reception Letter, payment cannot be processed.

ARTICLE 8. LIABILITY.

1-The Supplier agrees to contract a liability insurance, guaranteeing the financial consequences for which he may be liable due to physical injury, material or non-material damage caused to Eutelsat or third parties following a breach of his contractual obligations.

ARTICLE 9. WARRANTY.

1-The Supplier insures the goods and/or the result of the services provided against any defects in design, material, manufacture, and assembly for 24 (twenty-four) months after their acceptance by Eutelsat and shall compensate for any material or non-material damage.

2-The Supplier warranty does not cover defects due to normal wear and tear of the goods, or incorrect use of the goods by Eutelsat.

3-During the warranty period, the Supplier shall repair or replace any defective goods or parts. Repairs or replacements shall be made by the Supplier based on the proposal.

4-Any replacement or repair of an affected good will result in the application of a new warranty period to the good in question for 24 (twenty-four) months from the date of repair or replacement.

ARTICLE 10. FORCE MAJEURE.

1-None of the Parties shall be liable for the failure or delay in the performance of any obligation under its authority when such failure or delay is caused or due to circumstances beyond the reasonable control of such party, or due to force majeure or unforeseen circumstances, provided that such circumstances were not caused by that party and the delay or failure in question could not have been foreseen or avoided if the necessary precautions had been taken.

2-In the event of force majeure, the obligations of the Party affected by the event in question shall initially be suspended. The affected Party shall notify the other Party of the situation and the probable duration of the force majeure event, and shall also make every effort to reduce the effects caused to the other Party.

ARTICLE 11. APPLICABLE LAW AND JURISDICTION.

1-The Parties agree that any controversy, claim or conflict suggested because of the interpretation, compliance or breach of this Agreement shall be governed by the Laws of the United States of Mexico and shall be expressly subject to the jurisdiction of the competent courts of Mexico City, for which the Parties waive the jurisdiction that may correspond to them because of their present or future domicile or for any other reason.

ARTICLE 12. IMPORT / EXPORT.

1-The Supplier shall deliver the following documentation and shall not make any deliveries until confirmation has been obtained from Eutelsat:

- Commercial Invoice; - Packing list; - Certificate of origin OR NAFTA.

ARTICLE 13. EMPLOYMENT RELATIONSHIP.

1-The Supplier with sufficient resources and own elements, under its direction and supervision, agrees to provide Eutelsat with the services and/or goods described in the Purchase Order.

2-The Supplier accepts and recognizes that it is and at all times will be the only one who has the right to supervise and oversee the services and advice provided by its personnel or designated personnel, being obliged to train them according to the highest standards in the industry. Therefore, Eutelsat cannot intervene in the direction or supervision of the activities carried out by the Supplier's personnel, but it will be the latter who responds to Eutelsat for the results of the provision of the services and/or the delivery of the goods described in the Purchase Order.

3-The Supplier acknowledges that for the object of this Purchase Order, there is no element of subordination between Eutelsat and the personnel it has contracted or will contract in the future and that therefore Eutelsat will not have any working relationship with said personnel, for which reason the Supplier undertakes to keep them in peace with Eutelsat and safe from any claim that may arise from labor disputes or responsibility, or any other type of claim.

4-The Supplier is and always will be always responsible for the work contracts, work relationships or any other type of relationship that it has with its employees or personnel under its charge, therefore the Supplier will be the only one that directs, supervises and trains its personnel, will pay them the salaries and other legal and contractual benefits that it assigns to its own personnel and is obliged to comply with all labor and fiscal obligations in accordance with the country of origin of the Supplier and/or the workers, in the case of Mexico it is obliged to affiliate them to the Mexican Institute of Social Security, as well as to the Institute of the National Fund for Housing for Workers and the Retirement Savings System, in accordance with the laws that govern such Institutions to cover the corresponding fees and contributions and shall be responsible for withholding taxes as sole and exclusive employer, the Income Tax and any other taxes that may be caused and shall inform the corresponding agencies, so that the supplier shall be solely responsible for complying with all the obligations in charge of the employers in terms of the applicable federal, state or municipal legislation with respect to the personnel hired for the compliance of this Purchase Order.

5. In the event of any claim or demand or labor contingency arising from the Supplier workers or subcontractors, the Supplier is obliged to indemnify Eutelsat against any labor liability that may arise and to reimburse any expenses or outlays that Eutelsat may have to make for this purpose. Furthermore, the Supplier shall be solely responsible for any amounts due or becoming due to any competent Government Authority or any law, in respect of its personnel, employees, or workers.

ARTICLE 14. RECISSION.

1. The Parties agree that these General Terms and Conditions or a Purchase Order may be terminated administratively, i.e. without the need for a judicial declaration and any liability for Eutelsat, if the Supplier incurs any of the events of default set out below:

a) If the delivery of the services and/or goods, object of the Purchase Order, is not carried out on the date agreed.

b) For not carrying out the activities described in the Purchase Order and specified in its Annex(s).

c) In general, for failure to comply with any of the obligations assumed in these General Terms and Conditions and the Purchase Order and its Annex(s).

d) For non-compliance with the provisions of articles 18 and 19 of these Terms and Conditions.

2-If Eutelsat considers that the Supplier has committed one or more of the causes for termination mentioned above, it shall notify the Supplier in writing so that the breach can be remedied within no more than five (5) working days; if the breach is not remedied within the time previously agreed, the respective Purchase Order shall be terminated automatically for all legal and contractual purposes.

ARTICLE 15. ASSIGNMENT.

1-Eutelsat reserves the right to assign in whole or in part these Terms and Conditions, as well as their respective Purchase Orders with prior notice to the Supplier, however, the Supplier may not assign the same, except with the prior written approval of Eutelsat.

ARTICLE 16. PROTECTION OF PERSONAL DATA.

1-In terms of the applicable provisions of the Federal Law on the Protection of Personal Data in Possession of Individuals, its Regulations and other applicable regulations (hereinafter jointly referred to as the "Data Law"), each of the Parties shall be responsible for the processing of the data of those individuals who represent them and who are exchanged in connection with the sale or provision of the goods and/or services that are the subject of the Purchase Orders, as well as the use of such data and their protection (the "Personal Information").

2-The Parties agree that the Personal Information will be used for (i) contact identification; (ii) providing the contracted services, as well as related activities; (iii) informing about the requirement of new goods and/or services; (iv) fulfilling the obligations contracted by Eutelsat; (v) monitoring and evaluating the contracted goods and/or services; and (vi) for contact via postal mail, e-mail or telephone about the contracted goods and/or services.

3-Personal Information may be transferred and processed inside and outside the country, by persons other than Eutelsat. In that sense, Personal Information may be shared with Eutelsat Related Companies and third parties, both in Mexico and abroad. In this act, the Provider gives its consent for the Personal Information to be transferred for the purposes outlined in this article. Should the Provider require further information on the protection of personal data, you can access Eutelsat's Privacy Notice through the website www.eutelsatamerica.com

ARTICLE 17. ANTI-CORRUPTION.

1-Eutelsat is committed to a set of core values described within its Code of Ethics, which is available at www.eutelsat.com, including a commitment to zero tolerance of any type of corruption and/or influence peddling.

2-The Supplier declares and guarantees that (i) it has read and adheres to the set of values indicated in Eutelsat's Code of Ethics, and (ii) that it has implemented and will maintain, through the Validity of these General Terms and Conditions, its policies and regulations to prevent and detect any form of corruption and/or influence-peddling in the operation of its business.

3-Eutelsat and the Supplier undertake and guarantee during the term of these General Terms and Conditions to strictly comply with all applicable laws and regulations prohibiting any form of corruption and/or influence peddling (hereinafter referred to as the "Regulation").

4-The Supplier represents and warrants that, as of the date of signing these General Terms and Conditions, neither it nor any third party acting on its behalf (including without limitation directors, officers, employees, and/or any other representatives) has been convicted, sentenced or sanctioned for any breach of the Regulation and that it is not currently subject to any investigation by any government or authority into an alleged violation of such Regulation (except as previously disclosed by the Supplier to Eutelsat). The Supplier undertakes to (i) notify Eutelsat, as soon as it becomes aware of any investigation or any finding against the Supplier or any third party acting on its behalf, as a result of the breach of the Regulation, and (ii) within ten (10) days from the date of the aforementioned notification, inform Eutelsat of the corrective measures taken to remedy such breaches.

5-At any time during the validity of these General Terms and Conditions, Eutelsat shall be entitled to request from the Supplier, who undertakes to give a prompt reply, any reasonable question that Eutelsat may have concerning the Supplier's compliance with the obligations referred to in this article.

6-Any failure to comply with these articles shall be considered a material breach of these General Terms and Conditions and shall, therefore, entitle the other Party to terminate the Contract unilaterally, without any liability on its part, under article 14 of these General Terms and Conditions.

ARTICLE 18. STANDARDS OF CONDUCT.

1-Each party acknowledges and warrants to the other Party that all of its actions relating to the execution and enforcement of these General Terms and Conditions and Purchase Orders and their attachments have been and will continue to be carried out in compliance with applicable laws and regulations relating to anti-corruption, anti-bribery, illegal payments, child employment, basic human rights, employee health and safety, and environmental protection requirements. At the reasonable request of either Party, the other Party shall (a) certify its compliance with this Article, and (b) respond promptly to any inquiry regarding compliance with this Article (including without limitation the provision of sufficient records to demonstrate compliance with this Article).

Each Party undertakes to maintain the highest possible standards of integrity and good faith in the professional and business relationship with the other Party.

2-Eutelsat shall also have the right to terminate in advance these General Terms and Conditions and therefore all its Purchase Orders and their annexes, without any liability whatsoever under the provisions of Article 14 of these General Terms and Conditions, if the Supplier or any of its shareholders, directors, executives, agents and/or employees are involved and/or guilty of the offenses referred to in the previous Article.