

Schedule B

Country Schedule – Mexico

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Governing law and dispute resolution

2.1. **Mediation.** If a dispute arises in relation to the Agreement, the parties agree that, before commencing any legal proceeding, they will attempt to resolve it in good faith by discussion, negotiation, and mediation. The parties may, at any time, seek to settle any dispute arising out of or in connection with the Agreement in accordance with the provisions and rules of the Alternative Justice Act of the Superior Court of Justice for the Federal District (*Ley de Justicia Alternativa del Tribunal Superior de Justicia del Distrito Federal*). The parties hereby acknowledge and accept that any settlement reached between them during mediation, will be binding only if a mediation agreement before a public or private mediator recognized by the Mexican courts, or a written settlement agreement (*contrato de transacción*), is executed between them.

2.2. **Governing Law and Jurisdiction.** The Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by and construed in accordance with the laws of Mexico, and the parties to the Agreement expressly, irrevocably, and unconditionally submit to the exclusive jurisdiction of the competent courts located in Mexico City, Mexico, and waive any right to submit to any other court or jurisdiction that may be applicable for reason of its present or future domicile, or for any other reason whatsoever.

3. Other Adjustments Required by Local Law

3.1. **Schedule C – Loaned Staff Services.** Before executing any Agreement between Vialto Mexico and Client relating to Loaned Staff Services, it is necessary for Vialto’s Mexican counsel to review the Agreement to ensure it complies with the requirements provided by the Mexican labor law. Such Agreement shall include the registration number of the specialized services provider (Vialto Mexico) with the Mexican Ministry of Labor, the approximate number of personnel that will conduct work under Client’s direction and supervision, Vialto’s legal obligations as special services provider, among others.

3.2. Taxes.

When Vialto is the service provider and renders services to tax residents in Mexico, the following shall apply:

Vialto shall provide Client with a valid tax invoice (*Certificado Fiscal Digital por Internet* “CFDI”), which shall meet all requirements set forth in the applicable tax legal provisions, including without limitation, the Value Added Tax transferred in relation to the Services.

When Vialto renders Loaned Staff Services, the following shall apply:

Client shall confirm that Vialto is validly registered as a special services provider before the Mexican Ministry of Labor at the time the fees are paid and shall periodically obtain from Vialto the documentation required by article 27, section V, third paragraph of the Mexican Income Tax Law and article 5, section II, second paragraph of the Mexican Value Added Tax Law.