

MERCHANT ALLIANCE AGREEMENT

This Merchant Alliance Agreement (“Agreement”) is dated as of April 4th, 2022 (“Execution Date”) and is between Mastercard International Incorporated (“Mastercard”), and Radiomóvil Dipsa S.A. de C.V., and their respective Affiliates (collectively, “Merchant”).

WITNESSETH:

WHEREAS, Mastercard and Merchant desire to enter into an arrangement to increase the acceptance and usage of Mastercard Cards by promoting and/or advertising the Mastercard®, Maestro®, PayPass™ and other related and Mastercard-owned brands at Merchant Site and any other defined channels (the “Promotional Activities”).

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. BENEFITS.

- a) **Mastercard Support.** Subject to the conditions stated herein and compliance by Merchant with its obligations (the “Commitments”) stated herein, Mastercard will provide Merchant with support in the aggregate amount described in Exhibit B (the “Mastercard Support”) to defray expenses incurred, or to be incurred, as the case may be, by Merchant in connection with the Promotional Activities described in Exhibit B (“the Promotional Activities”).
- b) **Promotional Support.** Mastercard will exercise best efforts to promote all Promotional Activities, including any and all Merchant-related offers and benefits targeted at Mastercard Cardholders, and shall exercise best efforts to ensure that all Mastercard® brand issuing licensee institutions to promote all Promotional Activities throughout the Term.

SECTION 2. COMMITMENTS. In consideration of Mastercard’s obligation to provide Benefits as provided in this Agreement, Merchant agrees to observe the following Commitments:

- (a) **Promotional Activities Implementation.** Merchant agrees to launch Promotional Activities in the Market which are agreed upon in the Marketing Plan to the mutual satisfaction of both Mastercard and Merchant.

If Merchant fails to implement or launch mutually agreed upon Promotional Activities for which Mastercard has paid in advance, Merchant must immediately reimburse Mastercard for the amount of the Mastercard Support provided by Mastercard.

- (b) **Marketing Plan;** Merchant shall produce, in coordination with Mastercard the Marketing Plan. Such Marketing Plan shall be completed to the mutual satisfaction of both Mastercard and Merchant, and include, at a minimum, exclusive offers and benefits for Mastercard Cardholders, the mutual covenants of the parties and the initiatives and activities described in Exhibit B.

Additionally, Merchant agrees to exercise best efforts to promote the Promotional Activities and other initiatives and activities detailed in the Marketing Plan via all media and other channels available to it, including, without limitation, websites associated with the Merchant, bank

promotions, and all other media and distribution channels available to the Merchant, all such efforts to be exercised in the Market.

The Parties may agree to expand the Marketing Plan into other jurisdictions by mutual written agreement. Such Promotional Activities will have duration described in the Exhibit B.

- (c) **Reporting.** In addition to any report required under Exhibit B, Merchant shall provide reports, accountings and other supporting documentation (in form, time and substance satisfactory to Mastercard) regarding exclusively with the Commitments, including how the Mastercard Support was used. Any Mastercard Support used for any purpose other than as permitted hereunder shall be immediately refunded to Mastercard by Merchant in the event Mastercard has paid in advance any part of such Mastercard Support.

If Merchant fails to adequately provide the report, Merchant must immediately reimburse Mastercard the total amount of Mastercard Support.

Such Report shall be signed by a senior officer at Merchant, prior to submission to Mastercard. Merchant will cooperate and cause the cooperation of its independent auditors and other necessary personnel, in the conduct of any such audit by Mastercard regarding exclusively to the reports delivered by Merchant which have been mutually agreed upon in the Marketing Plan.

- (d) **Payment or delivery.** Mastercard shall remit payment of Mastercard Support to the Merchant, in a sole installment, within forty-five (45) days of the end of the Promotional Activities and receiving a validated request from Merchant for the payment of such Support or deliver the in-kind support in the dates set forth in Exhibit B. Mastercard may condition any payment, waiver, rebate, or other provision of Support on Merchant providing such other material and backup as Mastercard may request. Respect to all payments made between the parties each party is responsible for complying in a timely and accurate manner with all applicable tax regulations in a Territory and neither party can commute or transfer any tax
- (e) **Exclusivity.** For all Promotional Activities: Merchant agrees that when a Promotional Activity is in effect in the Market, that Merchant shall not execute a promotion or other initiative with a Competing Brand which is similar to any promotion or other initiative developed and executed with Mastercard.
- (f) **Prominence Preference.** The Parties agree that Mastercard shall be the preferred method of payment for Promotional Activities executed with Mastercard. Additionally, Merchant agrees to give Prominence to the Mastercard Brand. "Prominence" shall mean the significant positioning and/or placement of the Mastercard brand versus other Competing Brands, at all Merchant Locations that presently, or at any time during the Term, accept payment Cards for the payment of goods and services. Examples of Prominence in placement include but are not limited to: if a horizontal block of all accepted cards is used, that the Mastercard brand would appear on the left; if a vertical placement is used, then the Mastercard brand will appear on the top; and for any other placement (such as circular or diagonal) Merchant and Mastercard will mutually agree in good faith as to what constitutes Prominence, consistent with the foregoing understanding.

SECTION 3. CONFIDENTIALITY. During the Term and for five (5) years thereafter the parties shall keep all information relating to this Agreement, the existence of this Agreement, and all terms and conditions of this

Agreement confidential and shall not disclose such information except to those individuals within their organizations with a reasonable need to know (provided such individuals agree to be bound by the confidentiality obligations contained in this Section 3). The parties acknowledge that, in the event of a breach of this Section 3, the non-breaching party will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the non-breaching party may possess pursuant to applicable law, the non-breaching party retains the right to seek and obtain injunctive relief (without the need to post a bond or similar instrument) against any such breach in any court of competent jurisdiction. The provisions of this Section 3 shall survive the termination of this Agreement.

SECTION 4. TERM AND TERMINATION. Unless terminated sooner as provided in this Agreement, the initial term of this Agreement shall begin on April 8th, 2022 (the “Effective Date”) and shall end until the Termination Date of the Promotional Activities. Either party may terminate this Agreement by delivering no less than thirty (30) days prior written notice to the other party. If this Agreement is terminated prior to the end of the Term as set forth in the preceding sentence, the Benefits and Commitments described under this Agreement will no longer apply. Either party may terminate this Agreement via written notice to the other party upon the occurrence of any of the following events: (i) the failure by a party to this Agreement to cure a *bona fide* and material breach of this Agreement prior to the expiration of a thirty-day cure period commencing upon the receipt by the breaching party of a written notice from the non-breaching party that explains with reasonable particularity the exact nature of the breach and the non-breaching party’s reasonable requirements for cure; (ii) either party’s admission in writing that it is unable to pay its debts generally as they become due; (iii) either party’s becoming insolvent or making an assignment for the benefit of creditors; (iv) the filing of a voluntary or involuntary petition in bankruptcy under the United States Bankruptcy Code, or any similar foreign (non-U.S.), state or local bankruptcy or insolvency laws (as now or in the future enacted or amended) by or against either party, *provided, that*, no termination on account of this clause shall be effective with respect to an involuntary filing until the party that is the subject of such filing has exhausted its rights to oppose such filing; or (v) either party’s consent to the appointment of a receiver for all or a substantial portion of its property.

SECTION 5. INDEMNITY. Each party will indemnify, defend and hold the other party and all of its directors, officers, Members (if applicable), employees and agents harmless from and against all third party claims, losses, judgments, demands, causes of action, costs and expenses (including reasonable attorneys’ fees) (collectively, “Losses”) in connection with or arising from such party’s: (a) actual or alleged infringement or misappropriation of the copyright, patent, service mark, trademark or other intellectual property or proprietary right of such third party; (b) negligence or breach of any term, representation or warranty under this Agreement; or, (c) any action or inaction in violation or contravention of applicable laws or regulations of any governmental, regulatory or judicial authority of competent jurisdiction, including, without limitation, any consumer protection regulation or enforcement agency. The provisions of this Section 5 shall survive the termination of this Agreement.

SECTION 6. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other that: (i) it has the right to enter into this Agreement and fully perform its obligations and provide the services and/or materials hereunder, free of any conflict with any other obligations by which it may be bound; and (ii) neither the performance of the obligations and agreements, nor the furnishing of services and/or materials hereunder violates or infringes upon the intellectual property rights or any other rights of any other party or contravenes the laws or regulations of any governmental, regulatory or judicial authority.

SECTION 7. ANTI-BRIBERY AND CORRUPTION LAWS AND COMPLIANCE. Merchant shall comply and shall ensure that each of its subcontractors and personnel complies, with all applicable anti-bribery and corruption laws for all

work provided in any capacity in connection with this project. Violation of this clause will constitute a material breach of this Agreement

SECTION 8. TRADEMARKS. Mastercard and Merchant each grant to the other a royalty-free, non-exclusive, non-transferable limited right to use the other party's service and trademarks, trade names and logos ("Trademarks") in the Market, and in connection with any marketing or promotional materials developed in connection with this Agreement. Any use by either party of the other party's name or Trademarks in any oral, printed or other form must be approved in writing by the other party prior to its use (which approval shall not be unreasonably delayed or withheld). Nothing in this Agreement shall be construed to convey to either party any right, title or interest in the name or Trademarks of the other party.

SECTION 9. NOTICES. All notices relating to this Agreement, must be in writing and will be deemed given upon hand delivery or upon receipt if sent by an overnight courier delivery service of general commercial use and acceptance (*e.g.*, Airborne, Federal Express or UPS) to the following addresses or such other address as may be later designated by notice given by such party:

If to Merchant: Radiomóvil Dipsa S.A. de C.V.
Lago Zürich No. 245, Col Ampliación Granada. C.P. 11529. Ciudad de México
Attention: Ernesto Carlos Leyva Pedrosa

If to Mastercard: Mastercard International Incorporated
801 Brickell Avenue, Suite 1200
Miami, Florida 33131
Attention: Latin America Region President

SECTION 10. MISCELLANEOUS. A failure or delay of either party to enforce any provision of or exercise any right under this Agreement shall not be construed to be a waiver. No waiver by a party shall be effective unless expressly made in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid in any respect, such unenforceability or invalidity shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable or invalid provisions had never been a part of this Agreement. The captions in this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement. This Agreement is the product of negotiations between the parties hereto and their respective counsel; no provision or section of this Agreement shall be construed against either party by reason of ambiguity of language, rule of construction against the draftsman, or similar doctrine. Neither party may assign its rights or obligations under this agreement without the prior written consent of the other party. This Agreement shall be binding upon, and inure to the benefit of, each party's respective successors and assigns. This Agreement evidences the entire agreement and understanding between Mastercard and Merchant with respect to the transactions contemplated by this Agreement and supersedes all prior agreements between the parties. This Agreement and the respective rights and obligations of the parties hereto shall be governed by the laws of the State of New York without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law or any other jurisdiction. Exclusive venue for any claim or controversy in connection to this Agreement shall be in the federal and state courts in and for Westchester County, New York. This Agreement may be executed in one or more counterparts, each of which, taken together, shall constitute but one original document. As used in this Agreement, the terms defined in Exhibit A shall have the meaning assigned to them in Exhibit A.

- SIGNATURE PAGE IMMEDIATELY FOLLOWS -

EXECUTED as of the Execution Date.

Radiomóvil Dipsa, S.A. de C.V.

MASTERCARD INTERNATIONAL INCORPORATED

By: _____

Print name: Ernesto Carlos Leyva Pedrosa

Print title: Attorney in fact

Date:

By: _____

Print name:

Print title:

Date:

Signature page to Merchant Alliance Agreement dated as of April 4th, 2022 by and between Mastercard International Incorporated, and Radiomóvil Dipsa, S.A. de C.V., and their respective Affiliates.

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EXHIBIT A
DEFINED TERMS

As used in this Agreement:

- a) **"Affiliate"** means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with, such Person.
- b) **"Benefits"** is a collective reference to the arrangements described in Section 1 of this Agreement (i.e., the Marketing Support, Promotional Support and Volume Share Support).
- c) **"Card"** shall include, without limitation, (1) any bank card, credit card, charge card, travel and entertainment card, commercial card, debit card, ATM card, prepaid card, smart card, stored-value card, any co-branded card, virtual card, or any other payment card; and (2) the account associated with same.
- d) **"Commitment"** means the obligations of Merchant described in Section 2 of this Agreement and Merchant's other obligations under this Agreement (i.e., the obligation to deliver the Marketing Plan, pay the Commission Payment and comply with the exclusivity and preference obligations).
- e) **"Competing Brand"** means any of Visa, American Express, Diners Club, Discover, JCB, Carte Blanche, CarNet, Redeban, Credibanco, E-Global, First Data, Credomatic, PROSA, Hipercard, Elo, or any other brand that Mastercard determines to be in competition with Mastercard, Maestro, Cirrus, or PayPass.
- f) **"Control"** (including, with its correlative meanings, "controlled by" or "common control with") means the occurrence of one or more of the following events: (1) a purchase, lease or other acquisition of all or substantially all of the assets of a party; (2) a purchase or other acquisition (including by way of merger, consolidation, share exchange or otherwise) of securities representing fifty (50%) percent or more of the voting power of a party; or (3) possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract, or otherwise).
- g) **"Data Controller"** means the entity that, alone or jointly with others, determines the purposes and the means of the Processing of Personal Data.
- h) **"Data Processor"** means the entity which process personal data on behalf of a Data Controller.
- i) **"Market"** means México.
- j) **"Mastercard"** when used as a noun, has the meaning ascribed to it in the preamble and, when used adjectivally, refers to the Mastercard® brand.
- k) **"Mastercard Card"** means a Card bearing the name, logotype, hologram, or other service marks or devices of Mastercard, including, without limitation, each of Mastercard, Maestro, PayPass and Cirrus, and providing the functionality associated with same.
- l) **"Member"** means Mastercard's member issuing and acquiring licensee financial and non-financial institutions.

- m) **“Merchant”** shall have the meaning ascribed to it in the preamble of this Agreement.
- n) **“Merchant Locations”** means those stores or other payment modes in the Market where customers of Merchant can pay for goods or services offered by Merchant, limited to where payments are made in-person.
- o) **“Merchant Websites”** means all Website(s) and Web Page(s) reaching the Area owned, controlled, operated and/or branded by Merchant.
- p) **“Person”** means any natural person or any entity.
- q) **“Personal Data”** means any information relating to an identified or identifiable individual, including but not limited to contact information, demographic, information, passport number, social security number, or other national identification number, bank account information, primary account number and authentication information (e.g. identification codes, passwords).
- r) **“Process” or “Processing” or “Processing of Personal Data”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval consultation, use, disclosure by transmission, dissemination or otherwise making available alignment or combination, restriction erasure, or destruction.
- s) **“Privacy and Data Protection Law”** means any law statute, declaration, decree, legislation, enactment order, ordinance, regulation or rule (as amended and replaced from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which the Parties are subject; laws regulation unsolicited email, telephone, and text message communications; security breach notification laws; laws imposing minimum security requirements: laws requiring the secure disposal of records containing certain Personal Data; laws governing the probability and/or cross-border transfer of Personal Data; and all other similar international, federal, state, provincial, and local requirements; each as applicable.
- t) **“Reports”** means Merchant’s reporting requirements described in Section 2 of this Agreement.
- u) **“Term”** has the meaning ascribed to it in Section 4 of this Agreement.
- v) **“Websites” or “Web Pages”** means any URL address, domain, physical, logical or virtual location on the publicly available network of networks referred to as the “Internet,” including, without limitation, that portion of the Internet known as the “World Wide Web,” and shall be deemed to include any individual pages, displays, links or other means within any of the foregoing by which any person, firm or enterprise can perceive, access or use (including the ordering of goods or services) that reach the Market.

EXHIBIT B

PROMOTIONAL ACTIVITIES

Mastercard Support Amount. Mastercard will contribute an amount of marketing support, not to exceed USD \$764,000.00 (Seven hundred and sixty-four thousand US Dollars 00/100) (the “Mastercard Support”), throughout the Term. This support will be: (Please mark with an X)

- a) Including one Viewing Party for the UEFA Final and 25 viewing parties at winner’s home. In-kind asset support
- b) Monetary support.

1. Description of the Promotional Activities:

Register your "Plan Telcel" to your Mastercard card (Debit or Credit Card), and participate to attend to the UEFA Final Viewing Party, or win one of the 25 (fifty-five) UEFA viewing parties at your home.

2. Promotional Activity Term:

The Promotional Activity will take place from: April 8th,2022 (the “Initial Date”) to May 22nd, 2022(the “Termination Date”).

3. Additional Mastercard Commitments:

Mastercard will manage from concept to execution all UEFA Champions League Experiences as follows:

1. One hundred (100) winners, plus one companion each will attend to the UEFA Final Viewing Party on May 28th, 2022, that will take place at Alboa Prime Entertainment. The Viewing Party includes: welcome kit (branded backpack, facemask, mini official UEFA ball, a clapper and branded bottle of water), food and beverage, interactive activities (UEFA predictor, Futbol Kinect Module, Virtual reality, mini futbol match and bataka interactive game) photo opportunity and a TV host.

2. Twenty-five (25) winners of a Home Viewing Party. Mastercard will delivery to each winner one (1) Xbox Serie S, one (1) mini fridge, five (5) beer mugs, five (5) mini-UEFA soccer balls, one (1) ice mold, one (1) TV of 55" and one (1) culinary experience of food and beverage for 5 guests.

Mastercard will develop campaign concept in order to share with Merchant the Master graphic materials so they can adapt materials according to Media Plan specs. Mastercard will also develop TV spot in order to share with Merchant.

Mastercard will pass through the rights to Merchant the opportunity to leverage UEFA Champions League Property.

4. Merchant Commitments:

1. Merchant agrees to design, develop and hold terms and conditions for the Mastercard campaign for Mastercard cardholders previously approved by Mastercard.
2. Merchant agrees to design, develop and optimize communication for the following channels previously approved by Mastercard: OOH, TV Volume (open and paid), Online, Social media and Merchant own channels.
3. Merchants agrees to contact and notify winners.
4. Merchant will contribute with MXN \$12,000,000.00 (Twelve Million Mexican Pesos 00/100) to be applied by the Merchant as a paid promotion in online and offline media channel.

5. Privacy and Data Protection

The parties shall comply with Privacy and Data Protection Law in fulfilling their respective obligations under this Agreement. For purposes of the promotional activities, including the campaign and winner selection, the Merchant is the Data Collector. Merchant will securely share with Mastercard the necessary Personal Data of the winners (and their guest(s) as applicable) for the Viewing Party for the UEFA Final and 25 viewing parties at winner's home. Mastercard, as a Data Processor, on behalf of the Merchant, will process the Personal Data for the sole purpose of delivering the aforementioned prizes.

EXHIBIT C

AT THE END OF THE PROMOTION, MERCHANT MUST SHARE

SHARE VERSUS OTHER MEANS OF PAYMENT METHODS

GROSS DOMESTIC VOLUME (PURCHASE VOLUME)

AVERAGE TICKET

NUMBER OF TRANSACTIONS

NEW MASTERCARD USER

THE PARTIES AGREE AND ACKNOWLEDGE THAT ALL THE DATA PROVIDED UNDER EXHIBIT C SHALL BE ANONYMIZED AND AGGREGATED, MERCHANT WILL PROVIDE OR SHARE NO PERSONAL DATA WITH MASTERCARD UNDER THIS EXHIBIT C.