

ADHESION CONTRACT FOR THE PROVISION OF SERVICES FOR THE GRANTING OF THE TEMPORARY, PERSONAL AND ONEROFUL USE OF BICYCLES FOR INDIVIDUAL TRANSPORTATION, ENTERED INTO ON THE ONE PART BY THE COMMERCIAL COMPANY CALLED 5M2, S.A. DE C.V., THROUGH ITS LEGAL REPRESENTATIVES, WHO HEREIN AND FOR PURPOSES OF THIS AGREEMENT WILL BE REFERRED TO AS THE "COMPANY"; AND ON THE OTHER PART THE C. [THE REGISTERED USER], BY HIS OWN RIGHT AND WHOM HEREIN AND FOR THE PURPOSES OF THIS AGREEMENT WILL BE REFERRED TO AS THE "USER", FOR ANY LEGAL PURPOSES THAT MAY APPLY SUBJECT TO THE TERMS OF THE FOLLOWING DECLARATIONS AND CLAUSES:

### **STATEMENTS**

I. The Company declares, through its legal representatives that:

a. It is a commercial company of Mexican nationality, duly constituted in accordance with the laws of the United Mexican States (hereinafter referred to as "Mexico"), as stated in Public Deed No. 14,883, dated February 9, 2001, granted before the Attestation of Mr. Heriberto Castillo Villanueva, Head of Public Notary No. 69 of the then Federal District, whose first testimony was duly registered in the Public Registry of Commerce of Mexico City under Mercantile Folio No. 274,104.

b. Its corporate purpose allows it to sign and comply with this Agreement, and that in terms of the Multi-year Agreement (as said term is defined below), it is legitimized to enter into this document.

c. Its legal representatives, Messrs. Héctor Erick Arriaga Palmeño and Bernardo Álvarez del Castillo Vargas, are empowered to enter into this Contract, as can be seen from what is contained in Public Deed No. 157,344, dated December 15, 2021, granted before the faith of Mr. Joaquín Humberto Cáceres y Ferráez, Head of Public Notary No. 21, of Mexico City, and that said powers have not been revoked, modified or limited in any way.

d. On December 24, 2021, the Multi-year Contract for the Renewal and Expansion Service of the ECOBICI Public Bicycle Transportation System of Mexico City was entered into between the Mexico City Mobility Secretariat (hereinafter referred to as the "SEMOVI") and the consortium formed by the Company and the commercial company called BKT Bicipublica, S.A. de C.V., designated as the common representative of the Company, through which they were granted the powers, authorizations and/or licenses required to provide the Services object of this instrument during the period from December 24, 2021 to November 30, 2027 (for purposes of this instrument referred to as the "Multi-year Contract"). and. The User may consult the Multi-year Contract through the website <http://www.tianguisdigital.cdmx.gob.mx/ecobici/>. Likewise, the User may consult the other applicable permits for the provision of the Services object of this instrument on the following website [www.ecobici.cdmx.gob.mx](http://www.ecobici.cdmx.gob.mx).

f. It is duly registered with the Federal Taxpayers Registry under number CMD010221SI1.

g. For the purposes of this Contract, its domicile is located at Av. Constituyentes No. 956; Colonia Lomas Altas; Mayor Miguel Hidalgo; ZIP Code 11950; Mexico City, Mexico; telephone(s): 55 5005 24 24 and/or 800 3262421; email [contacto@ecobici.mx](mailto:contacto@ecobici.mx).

h. Through the website <https://ecobici.cdmx.gob.mx/> (hereinafter referred to as the "Website"), it will give attention to the User, where the latter can also consult the location and hours of the modules for face-to-face attention to Users (hereinafter referred to as the "User Assistance Centers (CAPU)") and digital communication channels.

i. This Contract has been duly registered with the Federal Consumer Attorney's Office (hereinafter referred to as "PROFECO"), dated **March 08, 2023 and under the number 2792-2023**. By virtue of the foregoing, any difference that exists between the text of the contract registered with PROFECO and the one signed by the User, which causes damage to the latter, will be considered as not included in the contract signed by the User.

II. The User declares, by his own right and under oath to tell the truth, that:

a. It is a natural person with the enjoyment, exercise and economic capacity necessary for the execution of this Contract.

b. In the event that the User is 16 years of age and less than 18 years of age (hereinafter referred to as the "Minor"), this document is signed by the person who declares under oath that they have parental authority and/or guardianship of the Minor (hereinafter referred to as the "Guardian"), for which the latter grants his express consent for the Minor named [NAME OF THE MINOR IN QUESTION], to be a beneficiary of the Services that are the object of this instrument, obliging the Tutor before the Company to the compliance by the Minor to this Contract, responding the Tutor to the Company for the Minor's non-compliance with the terms established in this document.

c. It is your will to contract the Services that are the object of this instrument under the terms established therein, accepting and declaring that the Company assigns you the User Person number [NUMBER PROVIDED BY THE SYSTEM].

d. All the data provided to the Company through the request form that the Company made available for the provision of the Services object of this instrument (hereinafter referred to as the "Request Form") are true, up-to-date and true.

e. You have received all the information regarding the content of this Contract to your entire and complete satisfaction, and therefore, you have fully understood the way in which the Company will provide the Services that are the object of this instrument.

f. For the purposes of this Agreement, your address is located at [CONVENTIONAL ADDRESS WITH WHICH YOU REGISTERED IN THE APPLICATION]; telephone number [WHICH THE USER REGISTERS IN THE APPLICATION] and email [WHICH THE USER REGISTERS IN THE APPLICATION]; indicating each of these as legitimate means to hear and receive any type of notifications and / or notices that arise from this instrument.

g. Is of nationality [NATIONALITY REGISTERED BY THE USER IN THE APPLICATION], and if applicable, duly registered with the Federal Taxpayers Registry under number [REGISTERED BY THE USER IN THE APPLICATION].

h. You know and accept the rights and obligations contained in this Contract, and therefore, it is your will to sign it.

III. The Parties jointly declare that:

a. They mutually recognize the legal personality with which they hold and the capacity law to enter into and sign this Agreement.

b. It is your interest and will to enter into this Contract in the terms stipulated therein, under the following provisions:

### **CLAUSES**

FIRST. OBJECT. The Company undertakes to provide the User with the services necessary for the User to acquire a Membership (as said term is defined below), as well as those services necessary for the Company to grant the User the temporary, very personal and onerous use of bicycles (hereinafter jointly referred to as the "Bikes" or individually as the "Bike"), for the individual transportation of the User (for purposes of this Agreement referred to as the "Services").

The Bicycles may be used by the User under the terms and conditions established in this Contract and in the territory that includes various City Halls of Mexico City.

The User accepts and acknowledges that the Bicycles will be correctly anchored to the Anchoring Ports (as said term is defined below), which are located in the exclusive parking spaces for the Bicycles (hereinafter jointly referred to as the "Cyclostations", or individually as the "Cyclostation"), in the understanding that the Cyclostations are distributed in several determined and/or determinable areas of influx of Mexico City, whose locations may be consulted by the User on the website.

SECOND. OF THE MEMBERSHIPS. Without prejudice to what is established in this document, in order for the Company to provide the Services that are the object of this instrument, the User must opt for one of the modalities described below (for the purposes of this Contract referred to jointly as the "Memberships" or individually referred to as the "Membership"), which must be established in the Application Form.

The User may not have under their name other Memberships and/or additional accounts to the one that is recognized with their registration data before the Company's system, except when contracting for a Minor, in their capacity as Tutor.

(i) Validity and Renewal of Memberships: Except for those clauses that, due to their nature, must survive the validity of this Contract, the validity thereof will be the same as the very

personal Membership that the User acquires, which may be automatically renew according to the current memberships and the Current Fee Table (as said term is defined below), for a period equal to that initially contracted.

By virtue of the foregoing, the User authorizes the Company to make the applicable charge for the concept of renewal of the Membership, under the memberships and rates that are in force in the rate table published on the Website at the time that he carry out said renewal (for purposes of this Contract referred to as the "Current Fee Table").

In the event that the User does not want their Membership to be renewed under the terms indicated above, they must, at least 48 (forty-eight) hours prior to the Membership termination date: (a) make sure that they do not have any debts; (b) deactivate the "auto renewal" option - previously activated - in the Users section of the Website and/or the mobile application called ECOBICI (hereinafter referred to as the "Ecobici App"); (c) send an email to [contacto@ecobici.mx](mailto:contacto@ecobici.mx) (hereinafter referred to as the "Email Address") requesting non-self-renewal; (d) the Company will send the User a non-renewal form (hereinafter referred to as the "Non-Renewal Form"), which must be filled out, signed and sent by the User to the Email Address; (e) within 24 (twenty-four) hours after the User sent the Non-Renewal Form, the Company will send a confirmation email; in this case, the Membership of the User will only be valid for the remaining time of their Membership.

(i.i) Change in the Temporality of the Membership: As established in this instrument, since the User Person may not have more than one Membership active, except for the exceptions expressly indicated in this instrument, if the User Person wishes change the duration of your Membership, you must cancel it under the terms established in this Contract and acquire a new Membership, the foregoing without prejudice to the fact that you must sign the respective contract through the means designated by the Company for this purpose, as well as cover the respective amount of the new Membership, which will be indicated in the Current Fee Table.

(i.ii) Cancellation of the Membership: The User Person at any time may request the cancellation of their Membership, and therefore, terminate this Contract, for which the User Person must, at least 48 (forty- eight) hours before you want the cancellation of your Membership to be carried out: (a) make sure that you do not have any debts; (b) activate the cancellation option in the Users section of the Website and/or the Ecobici App; (c) send an email to the Email Address requesting the final cancellation; (d) the Company will send the User a cancellation form (hereinafter referred to as the "Cancellation Form"), which must be filled out, signed and sent by the User to the Company at the Email Address ; (e) within 24 (twenty-four) hours after the User sends the Cancellation Form, the Company will send a confirmation email.

Notwithstanding the foregoing, the User accepts and acknowledges that even when carrying out the procedure indicated in the previous paragraph, the User will not be entitled to a refund of the amounts paid, therefore, in this act, he accepts and acknowledges that in In this case, the Company will be authorized to keep them, without prejudice to the fact that the latter will be liable for its obligations derived from this Contract, as long as it is in force.

(ii) Of the Temporary Memberships: The User will have the current options that will be published on the Website, in the understanding that the validity of the temporary

Memberships will run from the date of acceptance of the position for the selected temporary period, and these will not automatically renew under any circumstances.

(iii) Types of Memberships and Rates: For the purposes of this Contract, the different Memberships through which the services object of this instrument may be accessed are shown below, with the understanding that if these are modified from time to time, the The Company will be obliged to respect the User, those established in this document during the validity of the contracted Membership:

Name	Features	Cost	Temporality
1 Day	Unlimited 45-minute rides in a 24-hour period.	118 MXN	1 Day
3 Days	Unlimited 45-minute rides for three days.	234 MXN	3 Days
7 Days	Unlimited 45-minute rides for seven days.	391 MXN	7 Days
Annual Plan	Unlimited 45 minute rides.	521 MXN	Annual

For the purposes of this Contract, the Table of Current Rates is shown below, with the understanding that if these are modified from time to time, the Company will be obliged to respect the User, those established in this document, during the validity of the contracted Membership:

Concept	Amount
From minute 46 to 60	\$25.00 MXN
Per additional hour or fraction	\$50.00 MXN
Card Replacement	\$15.00 MXN
Use greater than 24 hrs.	\$8,000.00 MXN

(iv) Of Payments: The Company informs the User, and they accept it, that the payment of the amounts indicated in this Contract must be made through the national currency in Mexico, without prejudice that, where appropriate, the Company may receive payments in a different currency, which will be informed by the Company to the User, from time to time, through the Website or any other means designated by the Company.

The payments referred to in this instrument must be made by the User in a single payment, with the exception of the cases expressly indicated in this Contract, as well as in the event that the contracted Membership contemplates the method of payments in partialities.

Any type of Membership may be acquired by the User through payment by credit or debit card (hereinafter jointly referred to as the "Banked User") or through cash payment.

(iv.i) Banked User - Payment by Credit Card: Any type of Membership may be acquired by the User by paying by credit card, which must be backed by a Banking Institution and valid for purchases through the Internet, the User must cover the amounts thereof, as well as those established in the Current Rate Table, which will be charged by the Company at the time they arise, under the terms established in this document.

In this act, the User authorizes the Company to make the applicable charges for the concepts established in the Current Fee Table, as well as those established in this instrument.

(iv.ii) Banked User - Payment with Debit Card: Any type of Membership may be acquired by the User by paying through a debit card (Visa or MasterCard) (hereinafter referred to as "Payment with Card of Debit"), which must be backed by a Banking Institution and valid for purchases through the Internet, and the User must cover the amounts thereof, as well as those established in the Current Fee Table, which will be charged by the Company at the time they arise, under the terms established in this document.

In this act, the User authorizes the Company to make the applicable charges for the concepts established in the Current Fee Table, as well as those established in this instrument.

Notwithstanding the foregoing, in the event that the User makes the Payment with a Debit Card under the terms established in this subsection, the Company may request the User to make the payment in cash of the Guarantee Deposit and grant the Guarantee of the Guarantees (according to said terms are defined below). The foregoing, in order to guarantee compliance with its obligations in terms of this document.

For the purposes of the Guarantee Deposit, the User who makes the Payment with a Debit Card must follow the following procedure: The User must go in person to any User Service Center (CAPU), in order to deliver the documents that for this purpose they are informed, or in its case that they are established in the Terms and Conditions, in the understanding that once the foregoing has been complied with, the Company may generate: (a) a payment order for the Guarantee Deposit; and/or (b) any other that may be applicable (hereinafter jointly referred to as the "Debit Card Payment Orders"). Payment Orders for Debit Cards will be sent to the User to the email indicated in this instrument or in the Request Form and will be valid for 3 (three) days; The User must go to the self-service stores that the Company designates for this purpose (hereinafter referred to as the "Prepaid Stores") in order to make the payment of the Payment Orders for Debit Cards, in the understanding that If the User does not make the payment of the Payment Orders for Debit Cards on the date indicated above, they must carry out the actions indicated in this paragraph again in order to obtain new Payment Orders for Debit Cards. The following business day in which the User pays the Payment Orders for Debit Cards, they must go to any of the User Service Centers (CAPU) so that the Company validates the corresponding payments and , where appropriate, grants

you your Membership, with the understanding that in said case, the User will receive an email to the address indicated above where your User Number will be sent.

The User accepts and acknowledges that it must cover any independent commission unrelated to this Contract established by the Prepaid Stores.

(iv.iii) Unbanked User Person: In the event that the User Person does not claim to be banked through means of payment recognizable in the Mexican financial system, that is, if the User Person does not have a credit and/or debit cards backed by a Banking Institution to make the payments that in terms of this instrument (for the purposes of this instrument referred to as the "Unbanked User Person") must be made, the Unbanked User Person must make the payment of your Membership, as well as the other amounts applicable in terms of the Current Fee Table, the Guarantee Deposit, as well as in case the Company is required to carry out the Guarantee of the Guarantees, to guarantee the fulfillment of its assumed obligations in terms of this instrument, through cash payments, for which the following procedure must be followed:

The Unbanked User must go in person to any User Service Center (CAPU), in order to deliver the documents that are reported to them for this purpose, or, where appropriate, that are established in the Terms and Conditions, in the understanding that once the foregoing has been complied with, the Company will proceed to register the Unbanked User in the system and will generate payment orders: (a) one for the payment of the Membership; (b) another for the Security Deposit; and/or (c) any other that may be applicable (hereinafter jointly referred to as the "Payment Orders for Cash Payments"). Payment Orders for Cash Payments will be sent to the Unbanked User to the email indicated in this instrument or in the Request Form and will be valid for 3 (three) days; the Unbanked User must go to the Prepaid Stores in order to pay the Payment Orders for Cash Payments, with the understanding that if the Unbanked User does not pay the Payment Orders for Payments in Effective on the date indicated above, it must perform the actions indicated in this paragraph again in order to obtain new Payment Orders for Cash Payments. On the next business day that the Unbanked User pays the Payment Orders for Cash Payments, they must go to any of the User Service Centers (CAPU) for the Company to validate the payments. and, if applicable, grant your Membership, with the understanding that in said case, the Unbanked User will receive an email to the address indicated above where his User number will be sent.

The Unbanked User accepts and acknowledges that it must cover any independent commission unrelated to this Contract established by the Prepaid Stores.

THIRD. OF THE USE OF BICYCLES. The User will have access to all the Bicycles available at the Cycle Stations, however, the User will only be able to use one Bicycle at a time. The Company will be obliged to grant the use of the Bicycles in optimal conditions of use with respect to their own nature, obliging the User to return it in the same state in which it was received, the above, under the terms established in this Contract.

During the time that the User has legal possession of the Bicycle, the latter will be obliged to use it solely and exclusively for the transportation of the User, in the understanding that its use may not generate any profit, and It must be carried out under the responsibility of the User, that is, in compliance with the applicable legal provisions, the terms indicated in this

document, as well as in the Terms and Conditions published on the Website and/or in the Ecobici App and that derive from this instrument (for purposes of this Contract referred to as the "Terms and Conditions").

The User accepts and acknowledges that at the time of unanchoring the Bicycle from the Cycle Station, it receives it to their full satisfaction, the User being obliged to cover in favor of the Company, at market prices, the missing or missing Bicycle accessories, damages and/or parts of the Bicycle that it contains and/or does not contain, as applicable, at the time the User returns to anchor the Bicycle in any Cycle Station. The User Person accepts that the inspection that the Company carries out on the Bicycle for previous purposes, may be carried out at the time the User Person delivers the Bicycle, or later, in which case, it will not exempt the User Person from responsibility for the use that it may have made of the Bicycle during the time of legal possession of the Bicycle by the User.

For the purposes of clarity of what is established in this instrument, once the Bicycle is unanchored from the Anchorage Port located in the Cycle Station, the User will have 2 (two) minutes to validate the status of the Bicycle, its accessories, from the Port of Anchorage and/or Cycle Stations, and where appropriate, start the trip, or return the Bicycle in the event of presenting a problem and/or report a problem to the accessories of the Bicycle, the Anchorage Port and/or of the Cycle Stations. The foregoing, in the understanding that in the event that the User begins to use the Bicycle and/or does not return it and/or does not make the report indicated above, within the period described in this paragraph, it will be understood that he received the Bicycle, its accessories, that the Anchorage Port and the Cycle Stations in/are in perfect condition, without any damage, therefore any damage present and/or visible to the Bicycle, its accessories, the Anchorage Port and/ or to the Cycle Stations or any deterioration greater than the natural wear and tear of their use in terms of this instrument by the User, will be their responsibility under the terms established in this Contract.

The Parties agree that the User will not be liable to the Company for hidden defects contained in the Bicycles at the time of use by the User, in the understanding that for the above purposes, hidden defects shall be understood to mean those defects that are not obvious to the Parties and they are not aware of them.

Regardless of the type of Membership, the User will be obliged to correctly anchor the Bicycle at the end of their trip in the Anchorage Ports located in the Cycle Stations. The foregoing may be done within a period of no more than 45 (forty-five) continuous minutes of use and/or the period determined by the contracted Membership, as appropriate.

Notwithstanding the foregoing, the User may continue to use the Bicycle for a period of time additional to that established above, with the understanding that each additional minute that elapses, after the period referred to herein, will be subject to the application and payment of surcharges in terms of the Current Fee Table. Notwithstanding the aforementioned, in the event that the User exceeds the time of use of the Bicycle indicated above, and/or it is not returned within said period in the manner established in this document, the User will be obliged to cover in favor of the Company the corresponding compensation in the terms indicated in this instrument, proportionally to the non-compliance, to the type of Membership



contracted and in accordance with the provisions of the opinion issued by the Third Party Designated by the Company, the foregoing, without prejudice to the obligation to pay the applicable rates indicated in the Table of Current Rates and/or the additional charges applicable in terms of this Contract.

The User accepts and acknowledges that the Company will not be responsible for the objects forgotten by the User on the Bicycle, its accessories, in the Anchorage Ports, Cycle Stations, User Service Centers (CAPU), or in the equipment that integrates the Polygon determined for the Cycle Stations.

#### FOURTH. OF BREACHES, SUSPENSION AND CANCELLATION OF SERVICES.

I. Non-compliance by the User: The Parties agree that false statements and/or guarantees by the User, as well as the non-compliance with the obligations assumed in terms of this instrument, will be grounds for temporary suspensions and/or cancellation of the Services in accordance with what is indicated in this instrument, without the need for a judicial declaration, without this implying any responsibility for the Company, nor reason for total or partial reimbursement for the User with respect to the amounts that this may have paid and/or granted according to the contracted Membership, the Current Fee Table and/or what is established in this document.

a. Regarding temporary suspensions: The Parties agree that the Company will be empowered to suspend the provision of the Services object of this instrument to the User, in the cases established in this instrument, including without limitation: (i) not being able to perform automatic charge(s) for additional use of Bicycle time, according to the Current Fee Table, of the current Membership, current fees and/or others established in this Contract; (ii) not having updated personal and emergency contact information, including without limitation, identification, proof of address, insurance beneficiary, telephone and email.

Once the User rectifies the cause(s) of suspension referred to in the previous paragraph, the Company will be obliged to reactivate the provision of the Services object of this instrument within a period no more than 3 (three) business days after the date on which the notification of correction is received by the User and the Company confirms that said non-compliance(s) was effectively corrected.(Editado)Recuperar original

b. Cancellation: Without prejudice to those established in this instrument, the User accepts and acknowledges that the provision of the Services object of this instrument will be cause for cancellation, and therefore, for the termination of this Contract, when in two or more occasions, any of the following cases arise:

(i) Total or partial damage to the Bicycles, their accessories, Anchoring Ports or Cycle Stations, ruling out the natural wear and tear of their use;

(ii) Place any decal or carry out any act that modifies the physical appearance of the Bicycles, their accessories, Anchoring Ports or the Cycle Stations;

(iii) Exceed the 8 (eight) hours of continuous use of the Bicycles on four occasions;

(iv) When the Company tries to make any collection that is due in terms of this Contract, including without limitation, the automatic renewal of the Membership, and the charge does not proceed for any reason;

(v) False statements and/or breach of any of the obligations established in this Contract by the User;

(vi) In the event that any of the following behaviors are carried out by the User: (a) loan of the MI Card (as said term is defined below); (b) incorrect use of the Bicycles, their accessories, the Anchorage Port, the Cycle Stations and/or the MI Card; (c) Bicycle without guard; (d) non-observance of the duty of care regarding the Bicycle, its accessories, the Anchorage Port or Cycle Stations, in the understanding that for the purposes of what is indicated in this instrument, the duty of care must be that duty of diligence required of the User Person in compliance with the obligations assumed in terms of this instrument, even in risk situations.

Without prejudice to the fact that the Company may suspend and/or cancel the Services that are the object of this instrument in terms of the aforementioned, without the possibility of reimbursement, the User will be responsible for the damages caused by said breaches, including without limitation, in the In the event that there is a presumption of loss of the Bicycle, which will be presumed whenever the Bicycle is not correctly anchored to the Anchorage Port located in the corresponding Cycle Station under the terms established in this document and/or in the Terms and Conditions, within a period of 24 (twenty-four) hours counted from the beginning of its use by the User, the foregoing, without prejudice to the latter being obliged to cover the commercial value of the Bicycle, this , without prejudice to the obligations to pay the rates published in the Current Rate Table, on the Website and/or in the Ecobici App.

II. Breaches by the Company: The User will be empowered to terminate this Agreement for reasons attributable to the Company, in the event that it has made false statements in terms of this instrument, that fails to comply with the obligations established at its charge in terms of the same, as well as in those cases indicated in the applicable legislation, in which case and without prejudice to the Bonus (as said term is defined below) to which the User will be entitled in terms of this Contract, the The Company will be responsible both for the sanctions that may be imposed in administrative matters, as well as for the damages caused to the User and that they are dictated by the competent authority.

FIFTH. OF THE CLARIFICATIONS. The Parties agree that the User may make any clarification regarding their registration account from the Website, the Ecobici App, by telephone, via email to the authorized account, in person at the User Service Centers ( CAPU), or through any other means that for this purpose is informed through the Website.

In the event that it is verified that the charge generated was not the responsibility of the User, the Company will take the necessary steps to start the refund process in accordance with the provisions of Clause Seven (Refund Procedure) of this Contract.

In the event that the Company fails to comply with its obligation described in the previous paragraph, it will be liable to the User in terms of the applicable legislation and this Contract, the foregoing, without prejudice to the fact that the User will be entitled to the Bonus referred to in this instrument.

SIXTH. DEPOSIT IN GUARANTEE AND GUARANTEES. On the one hand, in order to guarantee compliance with the obligations indicated in this instrument by the User, the Company may request those Users to make the payments due in terms of this instrument through Credit Card Payment. Debit, as well as to Unbanked Users, at the time of making the Membership payment, and without prejudice to any other amount and/or requirement that you have to pay and/or cover in terms of this document and/or the Terms and Conditions, leave as a guarantee deposit, the amount of \$8,000.00 (Eight thousand Pesos 00/100) (for purposes of this Contract referred to as the "Guarantee Deposit").

At the end of the validity of this instrument, provided that the User Person has fully complied with the obligations assumed in terms of this instrument and the User Person has canceled their Membership under the provisions of this Contract, the Company will be obliged to return the Guarantee Deposit to the User in terms of what is indicated in the Seventh Clause (Refund Procedure) of this Contract, in the understanding that the User must cover the commission amounts generated by the payment in cash, which may be covered through the Guarantee Deposit.

On the other hand, and without prejudice to the aforementioned, in order to guarantee compliance with the obligations that the User Person assumes in terms of this document, the Company may request the User Person to have made the payments through Card Payment of Debit, as well as Unbanked Users, that 2 (two) people (for the purposes of this document referred to jointly as the "Guarantees") sign the document that the Company will deliver for this purpose, in which the the commitment that the Guarantees assume to comply with the obligations that in terms of this document the User Person acquires (for the purposes of this document referred to as the "Guarantee of the Guarantees").

The Parties agree that the Guarantee of the Guarantees will only be applicable in the event that the User Person referred to in the previous paragraph does not fully comply with its obligations in terms of this instrument, that the Guarantee Deposit is not sufficient to correct said breaches or that does not fully cover the obligations assumed by the User and provided that the Payment Obligation in 3 Days (as said term is defined below) has not been complied with.

SEVENTH. OF THE REIMBURSEMENT PROCEDURE. The Parties agree that in the event that in terms of this instrument, the Company is obliged to make any reimbursement to the User, the provisions of this Clause will apply.

For the purposes of the aforementioned, in order for the Company to carry out the reimbursement to which reference has been made, the User accepts and acknowledges that the Membership must not be in force and must not present any debt for any concept.

Once the aforementioned has been complied with, the User must notify the Company of the refund request, which must be carried out through the User Service area, with the understanding that the Company will initiate the process for the refund. of the corresponding amounts, which may be delayed up to a period of 30 (thirty) business days from the date the Company receives the aforementioned notification. Once the Company verifies compliance by the User with their obligations in terms of this instrument, as well as what is indicated in this Clause, the Company will return the corresponding amounts to the User, which will be done through of an electronic transfer and/or deposit to the credit or debit card linked to the Membership, through an electronic transfer to an account in the name of the User or through the issuance of a check in the name of the User, which will be notified to the latter by the Company at the email indicated in this instrument and/or in the Application Form.

**EIGHTH. OF THE DAMAGES.** Without prejudice to what is stated in this Contract and/or any other amount that the User must cover in favor of the Company in terms of what is established in this instrument and/or in the Current Fee Table, in the event that the Bicycle has not been returned in the terms indicated in this document and/or in the event of any breach by the User of their obligations indicated in this instrument and/or in the event of falsehood in the declarations and/or guarantees made by part of the User, without prejudice to the amounts that the User must cover under the terms of this instrument, the Company may designate a third party in order to assess said facts and the additional amounts that the User must cover in terms of this instrument (for purposes of this Contract referred to as the "Third Party Designated by the Company").

For the purposes of the aforementioned, the Company may notify the User, either immediately or in a subsequent verification of said facts, of the opinion that the Third Party Designated by the Company has made for that purpose. The User will have a period of 10 (ten) calendar days from the sending of the aforementioned notification by the Company, to designate a third party specialist in the facts indicated in said notification (for the purposes of this instrument referred to as the "Third Party Designated by the User"), in order to argue what is convenient for them (hereinafter referred to as the "Extrajudicial Procedure").

In the event that the period indicated in the previous paragraph has elapsed, the Company does not receive the corresponding opinion issued by the Third Party Designated by the User, or this is not carried out in accordance with what is indicated in this Clause, it will be presumed that the User agrees with the opinion made by the Third Party Designated by the Company; in which case, the amounts indicated in the opinion made by the Third Party Designated by the Company, must be covered by the User, either through the collection made by the Company through the Charge to the Bank Account (according to said term defined below) and/or or through the execution of a Guarantee Deposit.

In the event that there is a discrepancy between the opinion issued by the Third Party Designated by the Company and the opinion issued by the Third Party Designated by the User, the Company will be authorized to execute the collection of said amounts through the Charge to the Bank Account or through the execution of the Security Deposit.

Notwithstanding the foregoing, the User will be empowered to initiate any action provided for in this instrument, as well as those administrative and/or jurisdictional ones that suit their right, in the understanding that once there is a firm resolution that endorses the opinion issued by the Third Party Designated by the User and acquits the User for the payment of

said amounts, the Company will be obliged to reimburse them in terms of the Seventh Clause (Refund Procedure) of this Contract.

For the purposes of the aforementioned: (a) the Banked User authorizes said motorcycles to be charged to the bank card linked to their Membership (for the purposes of this Agreement referred to as the "Charge to the Bank Account"); (b) The Unbanked User Person and the Banked User Person who has made payments through Debit Card Payment whose amounts cannot be charged to the bank card linked to their Membership in terms of subparagraph (a) above, authorize that said amounts are collected through the execution of the Security Deposit; (c) In relation to subparagraph (b) above, in the event that the Guarantee Deposit is not sufficient, as well as those Banked Users for whom the Charge to the Banked Account cannot be made, the User will be obliged to make the payment of the remaining amount within 3 (three) business days following its request by the Company (for the purposes of this Contract referred to as the "Payment Obligation in 3 Days"), which may lead to carried out through the Guarantees; the foregoing, unless another mechanism is established in terms of this instrument.

The Company will make the Charge to the Bank Account or the execution of the Guarantee Deposit for the collection of the amounts established in the Current Fee Table and/or to cover the amounts referred to in this Clause. The aforementioned will be applicable, without prejudice to the possible responsibility that, in its case, could be attributed to the User. The responsibility referred to above may be attributable to the User, for the time that he had physical or legal possession of the Bicycle and the terms of this Contract have not been complied with, damage has been caused to the same, to its accessories, to the Anchorage Ports and/or to the Cycle Stations, or that said damages come from a deterioration greater than the natural wear and tear of the same due to their use, or for any cause directly and/or indirectly attributable to the User, as well as in the case of acts of vandalism that are committed during the physical or legal possession of the Bicycle that the User has on it, its accessories, the Anchorage Ports and/or the Cycle Stations.

The appraisal of the loss, damage, as well as deterioration greater than the natural wear and tear of the use suffered by the Bicycles, their accessories, the Anchorage Port and/or the Cycle Stations in the terms indicated in this Contract, will be the commercial value of the Bicycle, of its accessories, of the Anchorage Ports and/or of the Cycle Stations, which will be ruled by the Third Party Designated by the Company in the terms indicated above.

What is stated in this Clause will be applicable, without prejudice to the fact that once the Charge to the Bank Account or the Guarantee Deposit has been executed, the User may exercise each and every one of the administrative actions and jurisdictions that the applicable legislation grants in its favor, against the Company and/or any third party.

Notwithstanding the Extrajudicial Procedure and that the User will have the means of defense established in the applicable legislation, including without limiting the procedure before administrative and judicial authorities, the Company reserves the right to exercise all the rights contained in this derivative document. of the breach of obligations by the User, as well as for the damages caused to the Bicycles, their accessories, the Anchoring Ports and/or the Cycle Stations during the time that these are in legal possession of the User under the terms established in this Clause, said reservation of rights will be for a period of 90

(ninety) calendar days after the date on which the User unsubscribes or terminates the term of their Membership. In this sense, regardless of the Membership contracted by the User, the User accepts and acknowledges the Company's power to charge for the concepts indicated in this instrument and in the terms established therein.

**NINTH. ABANDONMENT, THEFT AND LOSS OF BICYCLES.** Without prejudice to what is stated in this instrument, in the event that during the legal possession of the Bicycle by the User, it is stolen, misappropriated or lost, the User must follow the following procedure:

(i) The User will be obliged to immediately notify the Company, with the understanding that said notification must be made through the means that the Company informs the User for this purpose.

(ii) The User must follow the requirements that the Company informs him for this purpose, including without limitation:

(a) The Company may request the User to generate a report of the specific event before 911. The report referred to in this subsection must be made no later than 8 (eight) hours after the has given rise to the event referred to in this Clause.

In the event that the User makes the complaint referred to in this section within the period indicated above, the Membership of the User will continue in force according to the Membership contracted.

In the event that the User does not make the complaint referred to in this section within the period described above, the Company will be empowered to suspend the Membership, in the terms indicated in this instrument.

If after 24 (twenty-four) hours from the time the User unanchored the Bicycle from the Anchorage Port, the User anchors it in any available Anchorage Port, the Company will only charge the User the applicable rates. in terms of the Current Rates Table, the foregoing, without prejudice to what is established in this instrument.

On the other hand, if after 24 (twenty-four) hours counted from the time the User unanchored the Bicycle from the Anchorage Port, the Bicycle has not been anchored in any Anchorage Port, without prejudice to the amounts that the Company may charge in terms of this instrument, including without limitation, those established in the Current Fee Table, the User will be obliged to pay the Company the amount of \$8,000.00 (Eight thousand Pesos 00/100).

(b) The Company may request the User to file a complaint with the competent Public Ministry, which must be made within the following 24 (twenty-four) hours from the event referred to in this Clause.

(iii) The User Person will be obliged to inform the Company once the notifications referred to in subparagraph (ii) above have been made, for which the User Person must provide the Company with all the information that it requires you.

**TENTH. OF THE FACTS OF TRANSIT.** The Parties agree that for the purposes of preventing traffic events and/or other conducts prohibited by the applicable legislation and/or

regulations, the User must comply with the applicable legislation and regulations, including without limitation, those regarding transit, mobility and civic culture applicable in Mexico City.

In the event of an accident or transit event in which the User is involved, the User must follow the following procedure:

(i) You must immediately notify the user service area by telephone and/or through any other means that is published on the Website for this purpose.

(ii) The User must remain at the scene until a representative of the Company or support personnel designated by it and a traffic agent from the Secretariat of Citizen Security arrive. The foregoing is excepted in those cases in which the state of health of the User Person requires immediate medical attention, hospital transfer, or in the event that, derived from the applicable legislation and/or regulations, the mobilization of the User Person is required.

In the event that the User does not remain in the place of the facts, the Company will send a notification regarding the obligations that the User has in terms of this instrument, as well as the follow-up thereof, the foregoing, without prejudice of any action that the Company has in terms of this instrument.

(iii) During the period indicated above, the User will be obliged to safeguard their physical integrity, that of the Bicycle and its accessories, until the aforementioned personnel arrive.

The User will be prevented from making any type of agreement, arrangement and/or negotiation with the third parties involved in the corresponding traffic event, the foregoing, without prior authorization by the Company and/or the personnel designated by it.

The transit events that are reported must be verified jointly between the Company and SEMOVI, through the procedures for demarcation of responsibilities and within the terms indicated for such purposes.

The Parties agree that in the event that the fact of transit has been caused by defects in the Bicycle and/or by its inadequate maintenance, all the expenses inherent to it will be covered through the insurance policies that the Company has in force, and through the procedures and deadlines indicated to the User. Notwithstanding the foregoing, the Company will not be responsible and will not be obliged to indemnify those damages and/or events that are not caused by defects in the Bicycles and/or by their inadequate maintenance, in this sense, in such cases, the Person The User will be responsible for any damage that is committed due to their lack of expertise in handling the Bicycle and/or as a consequence of their breaches of the terms of this Contract.

In the event that the User does not comply with any of the aforementioned procedures, the Company will be empowered to limit the payment of compensation or declare the payment inadmissible, unless the delay, absence of report or failure to comply with the procedures is due to a Fortuitous event or force majeure.

The User accepts that the valuation of the damages caused by the facts referred to in this Clause, will be carried out by personnel from the corresponding insurance agency or the

competent authority for it, in accordance with the elements and procedures that are established for this purpose.

ELEVENTH. OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES. A. Notwithstanding the obligations that the Parties assume in terms of this instrument, they will be obligations of:

I. The User, and where appropriate, the Minor:(i) Drive and use the Bicycle at all times respecting the applicable legislation and regulations, including without limitation, those of mobility, transit, civic culture and other related matters, as well as compliance with the provisions of this Contract.

(ii) Prior to the use of the Bicycle, you must verify the physical-mechanical condition of the Bicycle, its accessories, the Anchorage Port and the Cycle Station in the terms established in the Third Clause (Of the Use of Bicycles) of the present Contract.

In the event that the User finds any damage during its use, he must suspend it and report the damage to the Company at that moment, having to anchor the Bicycle to an Anchorage Port in a Cycle Station and press the repair button (that is, , the part located in the Cycle Stations that is activated when pressed), otherwise, the provisions of the Third Clause (On the Use of Bicycles) of this Contract will apply, that is, it will be understood that the User receives without damage and in optimal operating conditions, so that any damage outside the normal use of the Bicycle, its accessories, the Anchorage Port and the Cycle Stations, will be the responsibility of the User in the terms indicated in this document.

For any report of damage, physical - mechanical or electrical, complaints, claims or nonconformities, the User must report them through the Website, the Ecobici App, in person at the User Service Centers (CAPU), or at through any other means informed by the Company, with the understanding that it must inform it immediately to indicate what is appropriate to its right.

(iii) Safeguard at all times the Bicycle, its accessories, the Anchorage Ports and the Cycle Stations, likewise, the User will be obliged to verify that the Bicycle is not parked outside the Anchorage Ports destined for its return, in the understanding For the purposes of this instrument, "Anchor Ports" shall be understood as the exclusive space for the anchoring of Bicycles within the Cycle Stations.

(iv) In the event of any mechanical or electrical damage to the Bicycle, its accessories, the Anchorage Port, the Cycle Stations or the loss of any of its parts, the User must immediately notify the Company of this fact, subsisting in any case the responsibilities in their charge in the event that the damage has been caused by an act that occurred during the time that the User had physical and/or legal possession of the Bicycle, such as blows, overloads, abnormal uses, etc.

(v) Pay in due time and form the amount of the fines and/or sanctions that, if applicable, were imposed for violation of the applicable legislation and regulations, as well as the provisions of this Contract, in the understanding that the Company will be empowered to



collect these last amounts, at the same time or after the amounts corresponding to the payments provided for in this instrument must be covered.

(vi) When returning the Bicycle to the Cycle Station, the User must ensure that the anchoring in the available Anchorage Port of the Cycle Station was successful, that is, to secure the Bicycle in the available Anchorage Port of the Cycle Station, the User must align the front triangle of the Bicycle in the available Anchorage Port and push, with the understanding that a sound signal will be emitted and the indicator light will turn green, indicating that the Bicycle has been correctly secured to the Anchorage Port, that is, that the anchorage was correct and successful.

If, otherwise, the Bicycle is not properly secured to the Anchorage Port, the light indicator will turn red and a longer sound signal will be emitted, that is, the anchoring was incorrect and unsuccessful, and it will be understood that the User Person continues in possession and/or use of the Bicycle. In the event that the anchoring is incorrect or unsuccessful, the User must repeat the process indicated in the previous paragraph until the green light comes on and the Bicycle is duly secured in the Anchorage Port. If, after several attempts, the indicator light does not change to green, the User must return the Bicycle to another available Anchorage Port, with the understanding that at any time, the User will be empowered to contact the User Service Center ( CAPU) of Users to receive advice, being able to also corroborate the status of the trip through the Ecobici App.

The User accepts and acknowledges that the charges generated by additional time of use and theft of the Bicycle in the event of making the return incorrectly, will be the responsibility of the User under the terms established in this document.

II. The company:

(i) Grant the use of the Bicycle to the User in the optimal conditions for its

use, in the terms indicated in this instrument.

(ii) Provide the Services object of this instrument under the terms indicated in this Contract.

(iii) Give attention to the User through the means expressly indicated throughout this document.

(iv) Comply with each and every one of the obligations established in this Agreement and under the terms established therein.

B. Both the User and the Company will have each and every one of the rights expressly described in this Contract, as well as those established in the applicable legislation and regulations.

TWELFTH. FROM THE MY CARD. The Parties agree that the User who acquires a Membership will be empowered, if they wish, to acquire an Integrated Mobility Card, which is an electronic payment method with a contactless format designed for public transport in Mexico City. (for purposes of this instrument referred to as the "MI Card").

The User may link the MI Card to their account, through the Website or the Ecobici App, with which they will be identified as a User and will serve to release a Bicycle from the Anchorage Port at the Cycle Station.

In case of theft or loss of the MI Card, and without prejudice to the fact that the User must carry out the procedure defined by SEMOVI, the User must attend a User Service Center (CAPU), carry out a telephone call to the Company and/or any other means indicated on the Website, so that once the User carries out all the actions requested by the Company for the pertinent purposes, the account is unlinked from the User of the corresponding MI Card, in the understanding that from the time the Company grants the corresponding attention sheet, the User will not be responsible to the Company for the use that is given to said MI Card. In the event that the User wishes to replace said MI Card, they must cover the corresponding costs applicable for the replacement.

By virtue of the aforementioned, in case of loss or theft of the MI Card, it will be the responsibility of the User to carry out the actions indicated in the previous paragraph, since any use that is given to the MI Card, prior to that the Company issues the corresponding attention sheet, will be the responsibility of the User in the terms indicated in this Contract, since if a Bicycle is unanchored by means of an MI Card linked to the User's account, any charge, additional fee or amount will be charged to the account to which said MI Card is linked. The User will be responsible to the Company for any use that is given to the MI Card until before the Company issues the attention sheet referred to in this Clause.

THIRTEENTH. OF THE BONUS. This Contract may be terminated for reasons attributable to the Company, in the event that it does not comply with its obligations in terms of this document, as well as those cases established in the applicable legislation, in accordance with the administrative procedures and/or or applicable jurisdictions,

in which case, the Company will be responsible for the sanctions imposed by the competent administrative authority and/or for the damages caused to the User, which must be ruled by the competent authority. The foregoing, without prejudice to the fact that the Company must grant the User a bonus of 20% (twenty percent) of the amount paid by the User regarding the Membership subscription, the foregoing, for each non-compliance ruled by the authority authority (for the purposes of this Contract referred to as the "Bonus"), in the understanding that the Bonus may be used by the User and will not be transferable to another user.

The right that the User has for the Bonus referred to in this Clause, must be exercised by the latter, provided that the Multi-year Contract remains in force.

FOURTEENTH. OF THE PROHIBITIONS FOR THE USER. Notwithstanding those established throughout this Contract and/or in the Terms and Conditions, the User is prohibited from:

- (i) Use or take advantage of the Bicycles, their accessories, the Anchoring Ports and/or the Cycle Stations for a lucrative or commercial purpose.
- (ii) Use the Bicycle, its accessories, the Anchoring Ports and/or the Cycle Stations to drag or tow objects.

(iii) Overloading the Bicycle, its accessories, the Anchoring Ports and/or the Cycle Stations, in relation to their resistance or normal capacity, which, in the case of Bicycles is one person, and in the case of the rack of the Bicycle, is 10 (ten) kilograms maximum.

(iv) Participate with the Bicycle, directly or indirectly, in safety, resistance, speed and/or any other similar races or tests.

(v) Driving or using the Bicycle on gaps, paths or unpaved roads or those that are not in suitable conditions for the individual journey by Bicycle.

(vi) Moving on / with the Bicycle: weapons; explosive or flammable materials; sharp items; any object prohibited by the legislation or regulations applicable in Mexico City; objects that exceed the dimensions of the Bicycle's cargo rack and/or obstruct visibility when pedaling; alcoholic beverages; narcotics or psychotropics, even when said transports were made within the legal regulations.

(vii) Use the Bicycle, its accessories and/or the Cycle Stations in a manner different from what is indicated in this Contract, as well as carry out any repair to them, or try to carry it out. In this sense, any damage detected by the User must be reported to the User Service Center (CAPU), taking the Bicycle to a Cycle Station, and where appropriate, pressing the repair button, or through the published media. on the website.

(viii) That the Membership be used by any person other than the User.

(ix) Make any type of variation or modification to the equipment that forms an integral part of the system installed in the polygon determined for the station or, specifically, to the Bicycle, its accessories and/or to the Cycle Stations, in the understanding that for the purposes of the indicated in this instrument, "Polygon" shall be understood as the area constituted by a surface of land where the services object of this instrument are operated.

(x) Exceeding the time of use of the Bicycle allowed according to the contracted Membership.

(xi) Use the Bicycle, its accessories, the Anchorage Ports and/or the Cycle Stations in a different way, or for purposes other than those stipulated in this Contract, in the understanding that the User is responsible for them during their use. possession.

(xii) Lend, lease, sublet and/or in any other way through which the Bicycle, its accessories and/or the MI Card are used, for consideration or free of charge.

**FIFTEENTH. CIVIL AND CRIMINAL LIABILITY OF THE USER.** Without prejudice to what is stated in this Contract, as well as in the applicable legislation and/or regulations, the User will have civil and/or criminal liability, when:

(i) Provide your identification data to another person who is not the User and this causes damage to any of the goods that work for the provision of the Service and/or the damages that said persons generate to third parties in their goods or persons.

(ii) There is damage to the Bicycle, its accessories, the Anchorage Ports and/or the Cycle Stations, during the time they are in physical or legal possession of the User.

(iii) Any act and/or legal fact that the law indicates as illegal, and that they are carried out with the use of the Bicycle, its accessories, the Anchorage Port and/or the Cycle Stations, or during the time in which the User is in physical or legal possession of the Bicycle.

(iv) Any damage or loss that the User commits due to his lack of expertise during the use of the Bicycle, its accessories, the Port of Ancalje and/or the Cycle Stations, including without limitation, while handling it.

The foregoing, as long as it is verified by the suitable and necessary means in the judicial process in question.

**SIXTEENTH. PROBABLE FACTS CONSTITUTING CRIMES.** Notwithstanding what is stated in Clause Nine (Of Abandonment, Subtraction and Loss of Bicycles) of this Contract, in the event of an event that probably constitutes a crime, the User must immediately notify both the Company and the the competent authorities that should know about the fact.

For the purposes of what is indicated in the previous paragraph, the User is obliged to assist the Company in the procedure that is required, also being obliged to present the necessary complaints to the competent authorities, if applicable, as well as to any other actions that are requested by the Company.

The User accepts and authorizes the Company to carry out the withholding of the cost of the deductible that has been set by the insured, as the case may be, according to the Membership contracted, of the value of the Bicycle and/or any other applicable in terms of this instrument, in the understanding that in the event that the User is not attributable to the facts to which reference has been made, which must be ruled on by the competent authorities, the Company will be obliged to carry out the reimbursement of said amounts withheld and not applicable, in terms of Clause Seven (Refund Procedure) of this Contract.

In the event that there is a presumption of loss or damage to the Bicycle, its accessories, the Anchorage Ports and/or the Cycle Stations by the User, without prejudice to what is indicated in this instrument, the Company will charge the corresponding through the Charge to the Bank Account or the application of the Guarantee Deposit in accordance with the provisions of this instrument, in the understanding that the remaining amounts must be covered in terms of Clause Eight (Of Damages) of the this Contract, either through the User, the Tutor and/or the Guarantees, and failing that, through the corresponding legal channels.

**SEVENTEENTH. QUANTIFICATION OF DAMAGE.** Notwithstanding what is indicated in the previous Clause, in the event of total theft of the Bicycle and/or its accessories, due to causes attributable to the User, the responsibility that the latter assumes is fixed at the amount marked with respect to the Bicycle. and/or its accessories provided, according to their commercial value. In case of collisions and/or traffic events, the amount will be determined based on an appraisal verified by the authorized agency or by the competent authority.

The User who has terminated their Membership will not be provided with the Services that are the object of this instrument, if they present debts, and only until they are paid, they will be able to make use of the services that are the object of this instrument again.

EIGHTEENTH. INSURANCE COVERAGE AND DEDUCTIBLE. In the event that there is attribution of the User, for:

- (i) Damage to people or things;
- (ii) Damage to the Bicycle itself, its accessories, the Anchoring Ports or the Cycle Stations;
- (iii) Damage suffered by non-users who were using the Bicycle; (iv) Total or partial theft of the Bicycle and/or its accessories; and
- (v) Any other indicated in this instrument.

Except for what is expressly indicated in this instrument, as long as the contracted Membership provides insurance with coverage for the cases indicated above, the User gives his consent for the Company to discount, in the terms indicated in this Contract, the amount for the payment of the deductible corresponding to the insurance, also obliging the User to comply with each and every one of the obligations governed by the conditions of the corresponding policy. The foregoing, coupled with the mandatory presentation of the complaint before the competent law enforcement authorities in Mexico City.

Notwithstanding the foregoing, the User accepts and acknowledges that not all Memberships have the full coverage required for protection for the events indicated above, so that in the event that the Membership contracted does not include such coverage, the User Person will be responsible before them, under the terms indicated in this Contract and the applicable legislation.

NINETEENTH. DEATH INDEMNITY INSURANCE. For purposes of accident compensation insurance, the User agrees to complete an individual consent form for the insurance in which a beneficiary will be designated in the event of death, which will be carried out in accordance with the Terms and Conditions.

TWENTIETH. JUDICIAL AND EXTRAJUDICIAL EXPENSES. If any of the Parties gives rise to judicial and/or extrajudicial procedures, the non-compliant party will be responsible for the payment of the costs that are generated.

· Operation (Bicycles and Cycle Stations): Every day of the year, from 05:00 to 00:30 the next day.

· User Service Centers (CAPU): From Monday to Friday, from 10:30 a.m. to 7:30 p.m.; Saturday and Sunday from 11:00 a.m. to 3:00 p.m.

· Telephone service: Every day of the year, from 05:00 to 01:30 the following day.

· Digital service: Every day of the year, from 05:00 a.m. to 01:30 a.m. the next day, through the Ecobici Website and App, either by filling in the form, chat with automated conversation that It may be redirected for personalized attention with a digital attention advisor, or by sending emails.

TWENTY SECOND. USE OF IMAGE. In this act, the User - yes ( ) no ( ) -, accepts and acknowledges that while they are using the Services that arise from this Contract, the Company may, always respecting the integrity of the User, make use of your image for

statistical, commercial and/or promotional purposes. This, through visual, audiovisual or multimedia material, without this generating any responsibility for the Company or any payment obligation derived from the dissemination and/or exploitation of its image.

TWENTY THIRD. PERSONAL INFORMATION. The Company, either directly and/or through a third party designated by it, will be responsible for collecting the personal data of the User, the use and protection given to them.

The personal data that the Company collects from the User will be used for the purposes described in the privacy notice established on the Website, in the Ecobici App and/or in any other means designated by the Company.

Notwithstanding the foregoing, in this act the User - yes ( ) no ( ) -, accepts that the Company assigns or transmits to third parties for marketing or advertising purposes, the information provided by the User for the purpose of this Contract, and - yes ( ) no ( ) -, you accept that the Company sends you publicity about the goods and services that it and/or any of its affiliated, subsidiary and/or related companies grant and/or provide.

TWENTY-FOURTH. FORTUITOUS EVENT OR FORCE MAJEURE. In the event of a fortuitous event or force majeure that prevents the execution of this Contract, the Parties will not be liable to the other for the breach of their obligations in terms of this instrument, provided that said breach derives from said fortuitous event or force elderly.

TWENTY FIFTH. RELATIONSHIP OF THE PARTIES. Each of the Parties will assume their responsibilities for the execution of this Contract and the obligations for each of them derive from it. Likewise, the Parties acknowledge and accept that this Contract will only be valid in terms of the realization of its object, each of them being individually responsible for the obligations under their responsibility established in it, so that in case of controversy derived of the foregoing, they undertake to remove the corresponding party in peace and safe.

The omission by any of the Parties to demand from the other the strict fulfillment of the obligations established in this Contract, on one or more occasions, may not be considered in any case as a waiver of the corresponding right, nor shall it deprive that Party of the right to demand strict compliance with the contractual obligation(s) a posteriori.

TWENTY SIXTH. INTEGRITY OF CONTRACT. The headings of each of the Clauses of this Contract are exclusively for drafting and clarity purposes, so in no case will they have an effect on the validity of the content and/or conditions established therein.

TWENTY-SEVENTH. REVOCATION OF CONSENT. As long as the Company has not presented any of the Services that are the object of this instrument, the User will have a period of 5 (five) business days from the signing of this Contract to revoke their consent. In the understanding that in such cases, the Company must reimburse the User for the amounts that they have paid, in the understanding that said amounts will be reimbursed in terms of what is indicated in Clause Seven (Refund Procedure) of this instrument.

TWENTY-EIGHTH. LEGAL FRAMEWORK AND SCOPE OF THE CONTRACT. Each of the Parties undertakes to observe at all times during the term of this Agreement all laws,

regulations, norms and other legal provisions that are applicable to them in relation to the activities referred to in this Agreement.

The Company will be obliged to provide the Services that are the object of this instrument in compliance with the applicable and current legislation, including without limitation, what is established in articles 9 and 10 of the Federal Consumer Law.

TWENTY-NINTH. COMPETENCE AND JURISDICTION. PROFECO is competent in administrative proceedings to resolve any controversy that may arise regarding the interpretation or fulfillment of this Adhesion Contract. Notwithstanding the foregoing, the Parties submit to the jurisdiction of the competent courts in Mexico City, expressly waiving any other jurisdiction that may correspond to them by reason of their present or future domiciles, by the location of their assets or for any another cause.

THIRTIETH. SIGNING OF THE CONTRACT. The Parties agree that this document may be signed by hand or by electronic means as determined by the Company, in the latter case, instead of an original handwritten signature, this Agreement, as well as any consent, approval or other related documents. with it, they may be signed through the use of electronic, digital, numerical, alphanumeric, voiceprint, biometric or any other form of signature and that said alternative means of signature and the records where said signatures are applied, will be considered for all purposes, including but not limited to civil, commercial, consumer protection legislation and NOM - 151 - SCFI -2016, with the same force and consequences as the original physical handwritten signature of the signing party. If this Contract and/or any other document related to it is signed by electronic or digital means, the Parties agree that the Contract formats and other documents signed in this way will be kept and will be available to the User, for which agree that each and all information sent at the time of entering into this Contract will be considered as delivered at the time it is sent, as long as there is confirmation of receipt.

By virtue of the foregoing, the Parties agree that it is their agreement that this Contract is signed: (i) either in 2 (two) original amounts, each one with full validity; I; (ii) through the electronic means indicated above, where the Parties expressly agree that they will record their consent, based on the provisions of the applicable legislation. Likewise, the Parties agree that this Contract will be understood as signed, valid and in force, on the date it is signed.

Having read that it was done by the Parties and informed of the scope, effects and legal force of the content of this document and its annexes, they sign it in accordance in Mexico City on the day [OF THE DATE OF SUBSCRIPTION OF THE CONTRACT], with the understanding that each one of the Parties receives an original of conformity.

THE USER

THE COMPANY 5M2, S.A. de C.V.

Through your legal representative By your own right