

**CFEnergía Thermal Coal Request for Proposals for Petacalco delivery
CFEN-OPS-CMT-002-21**

Ladies and Gentlemen,

CFEnergía, S.A. de C.V. (“CFEnergía”) a wholly owned affiliate of Comisión Federal de Electricidad (“CFE”), is pleased to invite you to make a formal offer for the supply of Thermal Mineral Coal (“Coal”), pursuant to the terms and conditions of this Request for Proposals (the “RFP”).

CFEnergía is willing to purchase Coal for delivery in <Terminal de Recibo y Manejo de Carbón>, and/or <Terminal Marítima de Terminales Portuarias del Pacífico>, both located in Puerto Lázaro Cárdenas, Michoacán, México. For such purpose, CFEnergía will conduct this RFP process and select the best offers to supply such Coal, in the understanding, however, that nothing in this RFP shall create any legal right or claim of any nature on the part of any participant against CFEnergía.

To receive the Terms and Conditions of the RFP, interested parties are required to send CFEnergía the attached *Non-Disclosure Agreement* (“NDA”) duly completed and executed, along with the *Know Your Counterparty* (“KYC”) format and information. Both documents are attached to this invitation and are to be returned on the date indicated in the Schedule.

This purchase process will be conducted in accordance with the terms and conditions to be sent upon reception of the signed NDA according to the schedule. The Coal supply proposals shall be fixed price. The type of vessel shall be of Panamax or Capesize.

For CFEnergía to consider an offer, bidders are required to submit one (1) bid bond, in the form of an irrevocable unconditional standby letter of credit, in the format to be sent along with the Terms and Conditions. The letter of credit shall be in favor of CFEnergía, S.A. de C.V., issued or confirmed by a reputable Bank operation in Mexico.

The bid bond will be enforced by CFEnergía in the event of failure by the awarded bidder to execute the agreement(s) in respect of the Coal cargo(es) awarded in the date scheduled to do so, or if, once the agreement has been executed, the awarded bidder fails or refuses to duly furnish the performance guarantee referred to in the CFEnergía’s Coal Supply Agreement.

The awarded bidder must comply with all the technical specifications established in the RFP and in the respective Coal Supply Agreement. Any offer that modifies any term or condition or does not comply with such terms and conditions, might be disqualified at CFEnergía’s sole discretion. All offers must be valid until the notification and decision date.

CFEnergía reserves the right to adjust the foregoing schedule, issue revised RFPs, end this RFP without selecting a winner, and take any decision or procedure as it deems necessary. All decisions made by CFEnergía’s in connection with the RFP process shall be subject to its sole and absolute discretion and shall be final and non-appealable.

The bidder's proposal and all related documents to this RFP and the Coal Supply Agreement must be submitted in Spanish. Other technical or specialized documents that Bidders submit to their proposals would be acceptable in English, preferably accompanied by a Spanish translation. The awarded bidder will be required to send all its legal documents physically, in Spanish (or translated), notarized and apostilled as applicable, if foreign. In case of contradiction between languages, Spanish version will prevail.

RFP Schedule

	Deadline
Executed NDA to CFenergía	July 08 th , 2021 not later than 02:00 p.m. Mexico City Time.
KYC and required documents	July 08 th , 2021 not later than 02:00 p.m. Mexico City Time.
Statement of Adhesion to Anti-Corruption and Anti-Bribery Policies	July 08 th , 2021 not later than 02:00 p.m. Mexico City Time.
Sending of TDR	July 12 th , 2021.
Binding Proposals	July 19 th , 2021 (not before) 06:00 a.m., and (not later than) 10:00 a.m. Mexico City Time.
CFenergía's decision and notification	July 21 st , 2021.
Contract Signature	July 22 nd , 2021.

Please note that CFenergía will pay 40 (forty) days after invoice acceptance.

The e-mail address for all correspondence connected to this RFP, including the submission of binding proposals is compras@cfenergia.com

We look forward to receiving your proposals.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is effective as of July 08th, 2021 (the “Agreement”), by and between CFEnergía S.A. de C.V. (“CFEnergía”) and [*name of the interested party*] (the “Company”), each referred to herein individually as a “Party” or collectively as the “Parties,”

WHEREAS, the Company has considered participating and if deemed appropriate will participate in CFEnergía’s RFP for the supply of thermal mineral coal to the *Terminal de Recibo y Manejo de Carbón* and/or *Terminal Marítima de Terminales Portuarias del Pacífico*, both located in the *Puerto Lázaro Cárdenas*, Michoacán, México (the “Purpose”).

WHEREAS, in the course of carrying out the Purpose, one Party may provide the other Party its Confidential Information (as defined below) regarding the Purpose.

WHEREAS, the Parties desire to keep, maintain and protect, in accordance with the terms of this Agreement, the confidentiality of any Confidential Information exchanged between the Parties.

WHEREAS, the Parties have agreed with respect to the disclosure of Confidential Information and with respect to the confidentiality of any of their discussions in general to abide with this Agreement;

THEREFORE, Either Party may act both as Disclosing Party by providing Confidential Information to the other Party, and as Receiving Party when receiving the Confidential Information provided by the other Party.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.**

“Affiliates” of any Party shall mean any company or legal entity which (a) controls, either directly or indirectly, such Party, (b) which is controlled, directly or indirectly, by such Party or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls such Party. For the purposes of this definition, “control” means the right to exercise 50% or more of the voting rights in the appointment of the directors (or other managers having duties similar to those of directors) of such company.

“Confidential Information” shall mean, but is not limited to, all data, proprietary information, reports, interpretations, price quotes for energy products, financial information, business plans, trading strategies, information or data related to natural gas transportation capacity or fuel supply, product plans, contract terms and conditions, forecasts and records containing or otherwise reflecting information concerning a Party or its Representatives which the Disclosing Party or its Representatives will provide to the other, regardless of the form in which it appears or under which

it is communicated, together with analyses, compilations, studies or other documents, whether prepared by a Party or its Representatives, which contain or otherwise reflect such information. Notwithstanding the foregoing, the following information **will not** constitute “Confidential Information” for purposes of this Agreement:

(a) information that was known to the Receiving Party or the Receiving Party’s Representatives prior to the date of its disclosure pursuant to this Agreement and to which (but for this Agreement) there is (or would be) no existing obligation of confidentiality;

(b) information that becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives, provided that the Receiving Party or the Receiving Party’s Representatives are not aware at the time of receipt of such information that such source is bound by a confidentiality agreement with the Disclosing Party or its Representatives or otherwise prohibited from transmitting such Confidential Information to the Receiving Party or the Receiving Party’s Representatives by a contractual, legal or fiduciary obligation;

(c) information that is or becomes generally available to the public other than through the act or omission of the Receiving Party or its Representatives; or

(d) information that is independently developed by the Receiving Party or its Representatives without the use of or reliance upon the Confidential Information.

“Regulatory Agency” shall mean any governmental regulatory, self-regulatory, or supervisory authority having appropriate jurisdiction over a Party.

“Representatives” shall mean, collectively, a Party’s Affiliates and subsidiaries and a Party’s, its Affiliates’ or its subsidiaries’ partners, agents, members, managers, attorneys, consultants, accountants, directors, officers, employees, actual or potential sources of equity or debt financing, or actual or potential purchasers of all or substantially all of the assets of such Party or of such Party’s Affiliates or subsidiaries.

“Transaction Document” shall mean any document or agreement related to the Purpose.

2. **Confidentiality, Use and Disclosure of Confidential Information.**

(a) Confidentiality and Use of Confidential Information. Each Party agrees that all Confidential Information will be held and treated by the Receiving Party and its Representatives in confidence and will not, except as hereinafter provided, without the Disclosing Party’s prior written consent, be disclosed, published, used, informed, reported, revealed or reversed engineered by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, other than in connection with (i) carrying out the Purpose, (ii) enforcing any Transaction Document, enjoying such Party’s rights under any Transaction Document or performing any obligations under any Transaction Document, or (iii) a merger,

consolidation, share exchange or transfer or other form of statutory reorganization of a Party or any of its Affiliates. Moreover, each Party further agrees to disclose Confidential Information only to their Representatives who need to know the Confidential Information (each of whom will be advised by the relevant Party of this Agreement and will agree to keep the terms confidential on terms no less restrictive than those set forth in this Agreement). Notwithstanding the foregoing, a party may disclose Confidential Information to the extent such information is delivered to a third party for the sole purpose of calculating a published index.

(b) Return or Destruction of Confidential Information. The Confidential Information shall remain the property of the Disclosing Party, and, to the extent practicable, the Disclosing Party may demand the return or destruction thereof at any time. Upon receipt of such notice, the Receiving Party may (if reasonably practicable) return or destroy (at the Receiving Party's option) all of the Confidential Information and all copies in its possession as soon as is reasonably practical; provided, however, that:

(i) neither the Receiving Party nor any of its Representatives shall be required to return or destroy any electronic copy of any such Confidential Information that is created pursuant to such Person's standard electronic backup and archival procedures if (A) personnel whose functions are not primarily information technology in nature do not have access to such retained copies and (B) personnel whose functions are primarily information technology in nature have access to such copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery);

(ii) the Receiving Party and its Representatives may each retain (A) copies of any Confidential Information to the extent required to defend or maintain any litigation relating to this Agreement or the Disclosing Party's Confidential Information and (B) such copies of Confidential Information to the extent required to comply with requirements of such Party's established document retention policies or any applicable law, regulation, order or other similar requirement of any Regulatory Agency or any applicable listing agreement;

(iii) the Receiving Party shall not be obligated to return or destroy any proprietary documents, analyses, records, models, compilations or studies created by it or its Representatives that reflect or refer to Confidential Information in connection with the Purpose; and

(iv) the Receiving Party may create and retain an abstract describing the type of Confidential Information that it receives sufficient to document the nature and scope of the Parties' discussions under this Agreement.

Any Confidential Information retained pursuant to this Agreement will be subject to the restrictions of this Agreement. In the event that the Receiving Party has destroyed any Confidential Information in accordance with this Section 2(b), such Receiving Party shall provide the Disclosing Party with written notice that such Confidential Information has been destroyed.

(c) Compulsory Disclosures of Confidential Information. In the event that a Party is requested or required (by interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process) to disclose any Confidential Information, it is agreed that, to the extent practicable and legally permissible, such Party will provide the other Party with reasonably prompt notice of any such request or requirement, so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. Failing the entry of a protective order or the receipt of a waiver hereunder, such Party may disclose only that portion of the Confidential Information that is requested or required. In any event, a Party will not oppose any action by the other to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. Notwithstanding the limitations in this paragraph, (A) in the event that access to or delivery of Confidential Information is requested or required of a Party by a Regulatory Agency, to the extent practicable and legally permissible, the Receiving Party will give to the Disclosing Party prompt written notice of such request or requirement, but may comply with such request or requirement; and (B) a Receiving Party may disclose Confidential Information to comply with a Regulatory Agency's reporting requirements, including but not limited to gas cost recovery proceedings.

3. **Remedies.** The Parties acknowledge that the Confidential Information is valuable and unique and that disclosure in breach of this Agreement may result in irreparable injury to the Disclosing Party. Each Party agrees that money damages would not be a sufficient remedy for a breach or a threatened breach of this Agreement and that each Party shall be entitled to specific performance and injunctive or other equitable relief without the posting of a bond or other security as a remedy for any such breach or threatened breach, in addition to all other remedies available at law. Such injunctive or other equitable relief shall be available without the obligation to prove any damages underlying such breach or threatened breach. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder. In the event of a final, non-appealable order from a court of competent jurisdiction, the reasonable costs and expenses incurred by the prevailing Party and its Representatives in connection with such proceedings, including attorney fees and disbursements, shall be reimbursed by the non-prevailing Party. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages.

4. **Communications Regarding the Purpose.** Each Party agrees that all communications by it or any of its Representatives concerning the Purpose and its due diligence investigation (including requests for additional Confidential Information, meetings with management and site visits) shall be directed solely to [legal representative of the Company], on behalf of the Company and Gerardo de la Torre Cruz y Corro, on behalf of CFenergía, except as may otherwise be approved in advance and in writing by the other Party. Each Party agrees that, except with the prior written consent of the other Party, neither it nor any of its Representatives will contact or communicate with any of the other Party's Representatives regarding the other Party, its subsidiaries or the Purpose, in each case except to the extent such contacts and communications are (i) made in the ordinary course of business of such Party or the applicable Representatives and are unrelated to the Purpose or (ii) approved in advance in writing by the other Party.

5. **No Solicitation or Hiring.** Each Party agrees that, except with the prior written consent of the other Party, it will not, and it will not permit any of its controlled Affiliates to, directly or indirectly, solicit for employment, hire or employ any employees, officers or senior management of the other party first introduced to such Party or any of its Affiliates in connection with the Purpose for a period of two (2) years after the date of this Agreement; provided that this Section 5 shall not restrict such Party or any of its Affiliates from (i) making any general solicitation for employment that is not specifically directed at any such Persons, (ii) hiring any Person who responds to any such solicitation or (iii) soliciting or hiring any such Person who has left the employment of the other Party at least six (6) months prior to such solicitation.

6. **No Waiver of Privilege.** To the extent that any Confidential Information includes materials subject to the attorney-client privilege, the Disclosing Party is not waiving, and shall not be deemed to have waived or diminished, its attorney work-product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any of its Confidential Information (including any such Confidential Information related to pending or threatened litigation) to the Receiving Party or any of its Representatives.

7. **No Representations or Warranties.** Although the Receiving Party understands that the Disclosing Party has endeavored to include in such Confidential Information those materials that are believed to be reliable and relevant for the purpose of the Receiving Party's evaluation, the Receiving Party acknowledges that neither the Disclosing Party nor its Representatives makes any representation or warranty as to the quality, accuracy, fitness, reliability, or completeness of such Confidential Information, except as may be set forth in any written definitive agreement between the Parties. The Receiving Party agrees that neither the Disclosing Party nor its Representatives shall have any liability to the Receiving Party or to any of the Receiving Party's Representatives as a result of the use of such Confidential Information by the Receiving Party and the Receiving Party's Representatives. Notwithstanding the foregoing, the Disclosing Party represents and warrants to the Receiving Party that the Disclosing Party has the right to disclose and to provide the Confidential Information to the Receiving Party.

8. **Proprietary Activities.** Each of the Parties acknowledges to the other that it has been advised by CFenergía and the Company, respectively, that certain of such Party's Representatives also have responsibility for trading and/or marketing products or transactions that are the same as,

similar to or correlated with, certain products or transactions that may be contained in the Confidential Information and further acknowledges that it is not CFEnergía's or the Company's respective intent to restrict in any way or alter such Representative's trading or marketing activities. Without limiting the foregoing, each of the Parties acknowledges to the other that CFEnergía and the Company, respectively, and their respective Representatives may from time to time take proprietary positions or make a market in commodities or instruments that are the same as, similar to or correlated with, products or transactions contained in the Confidential Information. CFEnergía and the Company, respectively, and their respective Representatives also may undertake proprietary activities, including hedging transactions, that may adversely affect the market price, rate, index, or other market factor(s) underlying the products or transactions contained in the Confidential Information and consequently the value of such products or transactions. So long as neither CFEnergía nor the Company, respectively, nor any of their respective Representatives intentionally misuse any of the Confidential Information for such activities, the fact that CFEnergía's or the Company's respective Representatives participate in such activities and that such activities may have such adverse effect shall not constitute grounds for either Party to allege a breach hereof.

9. **Property.** All Confidential Information shall remain exclusive property of its owner and no licenses, permits, concessions or any other direct or indirect rights, neither implied or requested, nor by any other means, shall arise from the disclosure of Confidential Information. Neither Party assumes hereby any obligation to disclose Confidential Information.

10. **Miscellaneous.**

(a) Amendment; Waiver. No amendments, changes, or modifications to this Agreement shall be valid unless the same are in writing and signed by a duly authorized representative of each of the Parties hereto. Each Party understands and agrees that no failure or delay by the other Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power, or privilege hereunder.

(b) Entire Agreement. This Agreement comprises the full and complete agreement of the Parties hereto with respect to the subject matter hereof and supersedes and cancels all prior written and oral communications, understandings and agreements between the Parties hereto, whether expressed or implied.

(c) Notices. Any notice or other communications required or permitted to be given pursuant to this Agreement shall be confirmed in writing and shall be deemed properly given when hand delivered, sent by overnight mail service, mailed certified mail, return receipt requested, or transmitted by facsimile with date and sending Party identified to the following addresses:

For notices provided to CFEnergía:

CFEnergía S.A de C.V.

Avenida Paseo de la Reforma 412, Piso 6, Col. Juárez, Del. Cuauhtémoc

06600 Ciudad de México.

For notices provided to the Company:

[Provide full name and address]

(d) Assignment; Successors. This Agreement may not be assigned by either Party hereto without the prior written consent of the other Party. Any assignment without such written consent shall be null and void and of no force or effect. This Agreement shall be binding upon the successors and permitted assigns of the Parties.

(e) No Obligation to Complete Purpose. Except as specifically agreed to herein, neither Party shall be under any legal obligation of any kind whatsoever to the other Party unless and until the Parties enter into a definitive written agreement regarding a formal business relationship. Unless otherwise agreed to in writing and except as provided in the first sentence of this paragraph, either Party may enter into arrangements of a similar nature with a third party, at its sole discretion and without consultation with, or notice to, the other Party. This Agreement creates no legal liability except as expressly set forth hereunder.

(f) Term. This Agreement shall be in effect commencing on the date first set forth above until the earlier of (i) the termination of this Agreement by written agreement between the parties, or (ii) two (2) years following termination of discussions between the Parties regarding the Purpose, unless superseded at an earlier date by the confidentiality provisions of a definitive agreement between the Parties.

(g) Governing Law; Consent to Jurisdiction and Venue; Waiver of Jury. This Agreement shall be governed by and construed in accordance with the laws of Mexico, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction. Any dispute, controversy or claim (collectively, "**Disputes**") arising out of or in connection with this Agreement, including without limitation the formation, validity, enforceability or termination of this Agreement, which cannot be settled amicably by the Parties shall be referred to and finally resolved exclusively through binding arbitration under the Arbitration Rules of the London Court of International Arbitration. The seat, or legal place, of arbitration shall be Mexico City, Mexico and the hearings shall be held there unless all Parties consent to hold them elsewhere. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE VENUE OF THE SEAT OF THE ARBITRATION.

CFEnergía warrants and covenants that with respect to its contractual obligations hereunder, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets (whether before or after judgment), or (e) execution or enforcement of any judgment to which immunity it or its revenues or assets might otherwise be entitled in any suit, action or proceeding in the courts of any jurisdiction and irrevocably agrees that it will not claim any such immunity in any such suit, action or proceeding.

(h) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any executed counterpart transmitted by facsimile or similar transmission by any Party shall be deemed an original and shall be binding upon such Party.

IN WITNESS WHEREOF, this Agreement is effective as of the day and year first above written.

CFEnergía S.A. de C.V.

[Full name of the Company]

By: _____

By: _____

Gerardo de la Torre Cruz y Corro

[name of the legal representative of the Company]

Legal Representative

Legal Representative

COUNTERPARTY ONBOARDING QUESTIONNAIRE

CFENERGÍA, S.A. DE C.V.

Thank you for considering engaging in business with CFenergía, S.A. de C.V. (CFEn). To move forward with a business relationship with your company, CFEn will need information about your organization and its experience in the areas that your company is considering doing business with CFEn.

Instructions

Your company is referred to in this Information Questionnaire as “Associate.” Upon completing and executing this Questionnaire, please return it with all information requested to CFEn’s Compliance Department at cumplimiento@cfenergia.com. The completed Questionnaire must be submitted prior to executing an agreement between CFEn and Associate. Please attach additional pages as necessary to fully and completely provide the information requested. Depending on the locations where Associate and CFEn are considering conducting business, additional information may be required.

Information Questionnaire

1. Basic information about Associate:

Name:

Place of Formation and Type of Entity (e.g., corporation, partnership, limited liability company):

Date of formation:

Any Assumed Names or Business Names:

Headquarters Address:

Telephone Number(s):

Fax Number(s):

E-mail Address(es):

Tax Identification Number:

Registration number of the companies act (if applicable):

Business addresses of Associate in countries where Associate and CFEn may conduct business:

Website(s):

Brief review of the Associate (include, at least, a description of the nature and history of the business, as well as trademarks)

Number of employees:

2. Information about Associate:

- a. Names, titles and business addresses of individuals who are the CEO, the members of board of directors of the Associate and the associate's authorized legal representative of the company who will sign the contract:

Name	Nationality	Tax Identification Number	Title	Address and Telephone number

- b. Names, titles and business addresses of key employees of Associate who will be involved in conducting business with CFEn:

Name of Employee	Title	Address and telephone number

- c. For non-publicly traded companies, names of entities and individuals who are the beneficial owners of Associate (e.g., shareholders, partners, members, etc.), along with their percentage of ownership:

Name of Entity or Individual	Percentage of Ownership	Address

3. Names and addresses of companies that are currently affiliated with Associate (e.g., parent, subsidiary and affiliated companies):

Company	Relationship to Associate	Address

4. List any countries in which Associate is authorized or registered to do business:
5. List of other companies, if any, that Associate has business relationships with that are located in the countries under consideration for business with CFEn:

6. For the past five years, has any of Associate’s officers, directors, owners, or country managers been a “Foreign Public Official” (as defined below), or does any of them currently have, or had, close family, business or other ties with any Foreign Public Official.

Yes: _____ No: _____

“**Foreign Public Official**” for this purpose includes any employee of a government (including state-owned companies), political party, or public international organization (such as the World Bank Group), or candidate for political office.

- d. If the answer to the above question is yes, please provide the following information (with respect to the individual and with respect to the relevant Public Official where applicable):

Person’s Name, Address, Relationship to Associate	Name of Public Office Held or Office person was a Candidate for	Describe Person’s Duties as a Public Official	Dates Person was a Public Official

- e. Relationship, if any, to ministries, agencies, instrumentalities, or departments of the country, geographic area or organization where Associate and CFEn are considering conducting business:

- f. If the subject person has close family, business or other ties with a Foreign Public Official, state the nature of those ties and name or title of the official:

7. Do Associate and its affiliates and subsidiaries have business ethics and anti-corruption/antibribery policies that address Foreign Public Officials as defined above and require compliance with international and/or U.S. and Mexican anti-corruption/anti-bribery laws?

Yes: _____ No: _____ (Check one)

- a. If the answer to the above question is yes, please provide a copy of the Associate’s policies.

- b. Do Associate and its affiliates and subsidiaries train employees on anti-corruption and anti-bribery laws and regulations?

Yes: _____ No: _____ (Check one)

If yes, please provide a copy of the training schedule and materials.

8. List any government agencies and Public Officials that Associate may have dealings with in relation to the contemplated business relationship with CFEn.

9. In the past five years, has Associate or any officer, director, employee, partner, member or shareholder of Associate either self-reported or responded to an inquiry by any enforcement agency regarding Associate's business practices, including questions regarding payments to a public official?

Yes: _____ No: _____ (Check one)

If yes, please provide details:

10. To carry out the contract, the Associate is going to engage subcontractor(s)?
"Subcontractor": Entity or individual who has a contract with the Associate to perform some duties of the object of the contract signed with CFEn.

Yes: _____ No: _____ (Check one)

If yes, please provide details:

11. To help establish a trading relationship, could you please help with providing the following information. This request comes as part of our internal trading/compliance policy.

- Organizational Docs/Memorandum of Association
- Certificate of Incorporation
- Articles of Association
- Tax Certificate
- Banking/Payment Instructions
- Annual Accounts/Financial Statements for the previous 3 years
- Passport copies of the CEO and the associate's authorized representative of the company who will sign the contract.
- Ownership Structure (Companies & Holdings)

- Where any individuals ultimately owns or controls $\geq 25\%$, please provide a certified copy of their passport;
- Where any companies own or controls $\geq 25\%$ (directly or indirectly), please provide their full legal name, unique company number (or similar) and legally registered address.
- Trading Certificate
- Credit Rating Certificate if any
- Bank Reference

Date:

Name of Associate:

Signature of Associate's Authorized Representative:

Name of Associate's Authorized Representative:

Title of Associate's Authorized Representative: _____

Letterhead

CFEnergía, S.A. de C.V.

Paseo de la Reforma 412 Floor 6

Colonia Juárez, Cuauhtémoc, CDMX.

Due to my/our commercial relationship as (*) with **CFEnergía, S.A. de C.V. (CFEnergía)** I/we hereby AGREE THAT:

1. **CFEnergía's** Anti-Corruption and Anti-Bribery Policy has been made available to me / us, which can also be found on the website www.cfeenergia.com under the "Normatividad" section.
2. I/We have fully reviewed **CFEnergía's** Anti-Corruption and Anti-Bribery Policy and fully understand the importance of **CFEnergía's** policy. I/we represent and warrant that I/we meet the requirements and characteristics necessary to be eligible.
3. I/we meet the definition of **CFEnergía's** Third Party Intermediary, so I/we irrevocably adhere to and agree to comply with the provisions of **CFEnergía's** Anti-Corruption and Anti-Bribery Policy, in all its respects, as well as with applicable law, and I/we agree to ensure that our employees, representatives, contractors and subcontractors also comply with such policy.
4. I/We will continuously review **CFEnergía's** Anti-Corruption and Anti-Bribery Policy, posted on its website as mentioned above, and agree to adhere and comply with such policy and any modifications.
5. Neither I/we, nor my representatives, agents, officers, employees, agents, contractors, subcontractors, family members, subsidiaries and affiliates, carry out or am/are in any way linked to illegal or fraudulent activities, such as drug trafficking, tax evasion, money laundering or terrorism, nor do I/we deal or appear to deal with persons appearing on any of the sanctions lists such as: (i) those issued by the Office of Foreign Assets Control of the United States Treasury Department ("OFAC"), (ii) those issued by the European Union, (iii) those issued by the United Nations, and/or (iv) the list of blocked or sanctioned persons published by the Ministry of Finance and Public Credit (Secretaría de Hacienda y Crédito Público) in Mexico; I am/we are neither subject to or are the subject of (directly or indirectly) any economic or trade sanctions ("Sanctions"), administered or exercised by OFAC, the United States Department of State, the European Union, the United Nations Security Council or any other authority.

6. Neither I/we, nor my representatives, proxy, officers, employees, agents, contractors, subcontractors, family members, subsidiaries and affiliates, have (whether directly or indirectly) pledged, authorized, offered, donated, delivered or paid for, any amount of money, gifts or any other item of value or services, (whether directly or indirectly) to: (i) any public official, (ii) **CFEnergía** employees, and/or (iii) family members or third parties related thereof, in order to: (a) obtain or maintain authorizations, licenses or permits necessary for the exercise of my/our commercial activities, (b) influence to become a **CFEnergía** supplier or maintain such position, and/or (c) obtain any advantage from **CFEnergía** or governmental authorities.

7. I/we are aware that any breach of the Anti-Corruption and Anti-Bribery Policy, as well as the falsehood or inaccuracy of any declaration or statement contained herein, could result in the termination of any present or future contractual relationships with **CFEnergía**, without prejudice to the actions that apply to **CFEnergía** under the applicable contracts and applicable law.

8. I/we are aware that any complaint of corruption or bribery can be reported via the following email integridad@cfenergia.com or directly to the Compliance and Responsibilities Department of **CFEnergía**.

[PLACE AND DATE OF SIGNATURE]

[NAME, COMPANY NAME]

[Represented by: [_____]]