



Academic Collaboration Agreement (hereinafter referred to as "Agreement") entered into by and between the **Universidad Tecnológica de Ciudad Juárez**, represented in this act by Lic. Carlos Ernesto Ortiz Villegas, in his capacity as a legal representative, hereinafter and for the purposes hereof referred to as the "**UTCJ**", and **Wistron México S.A. de C.V.**, represented in this act by _____ in his capacity as a legal representative, hereinafter and for the purposes hereof referred to as "**THE COMPANY**"; the "**UTCJ**" and "**THE COMPANY**" may be jointly referred to as the "**THE PARTIES**", which are subject to the following:

STATEMENTS

1. The "**UTCJ**", through its legal representative, declares that:

1.1 It is a Decentralized Public Organization of the Government of the State of Chihuahua, with its own legal personality and assets, in accordance with the provisions of Article 1 of the Law of the Universidad Tecnológica de Ciudad Juárez, published in the Official Newspaper of the State of Chihuahua on June 12th, 1999.

1.2 Its main purpose is to provide the "Higher Technical Education" to train professionals who will be called "Higher University Technicians", as well as "Associate Professionals", in programs of continuity of studies for its graduates and for those of other higher education institutions that provide the same type of education, which allow students to reach the academic level of bachelor's degree, with scientific and technological skills and knowledge that contribute to the creative solution of problems, with a sense of innovation and application of scientific and technological advances.

1.3 Lic. Carlos Ernesto Ortiz Villegas, is fully identified in this act in his capacity as the Dean of the Universidad Tecnológica de Ciudad Juárez, as stated in the appointment signed by Master María Eugenia Campos Galván, Constitutional Governor of the State of Chihuahua, dated November 3rd, 2021, therefore, based on Article 14 of the Law of the Universidad Tecnológica de Ciudad Juárez, the Dean is the legal representative of the University and has the powers to sign this Agreement in accordance with Article 16, Sections IX, X and XII of the aforementioned Law.

1.4 It has its domicile at 3051 Universidad Tecnológica Avenue, Lote Bravo II, zip code 32695, in Ciudad Juárez, Chihuahua, Mexico, which is indicated for all purposes and legal effects of this Agreement.

2. "**THE COMPANY**", through its legal representative, declares that:

2.1 It is a corporation incorporated under Mexican Law, under the name of Wistron México S.A. de C.V., under RFC: _____ and its legal domicile for purposes of this Agreement is located at Ciudad Juárez, Chihuahua, Mexico.

2.2 Its purpose includes the performance of activities that have an impact on the productive and economic sector and the creation of satisfiers for society, specifically in the field of electronic assembly manufacturing.

2.3 Its legal representative has all the necessary powers to represent it in this Agreement, which to date have not been limited, revoked or modified in any way.



2.4 It is aware of the importance of the participation of duly qualified human resources in the development of the productive activities of the country and particularly those related to its line of business, and knowing the structure and purpose of the "UTCJ", expresses its interest in cooperating with "UTCJ" under the terms and conditions set forth in this Agreement, in the training of "Engineers" and "University Technicians" required by the state's productive apparatus.

3. "THE PARTIES" declare that:

3.1 They recognize each other's personality and appear at the signing of this Agreement.

3.2 In order to promote cooperation through joint actions and to strengthen the linkage between them, they have decided to enter into this Agreement in accordance with the following:

C L A U S E S

First. – The purpose of this Agreement is to establish the general basis of collaboration, by which "THE PARTIES" develop, carry out and execute actions of mutual interests and benefits, related to projects that impact the "UTCJ" community, the members of "THE COMPANY" and society in general.

Second. – "THE COMPANY" may be willing, according to its possibilities and at its sole discretion, to allow one or more members of the student population of the last four-month period of the University Technical College, as well as of the "Engineering and Bachelor's Degree" of the "UTCJ", to perform their internship at its facilities and with its employees assigned to them, in order to acquire sufficient practice and knowledge in the areas of their specialty.

The term "internship" is understood as the mandatory period in which the student in the last four-month period of his or her academic career in the "UTCJ", remains developing his or her academic projects in "THE COMPANY", for a period of 525 hours at the "Higher University Technician" level and 480 hours at the "Engineering and Bachelor's Degree" level, in his or her area of specialty and interest.

"THE COMPANY" must assign an employee as an advisor to the student(s), who will be in charge of following up on the student's internship project and who will also maintain open communication with the student's academic advisor.

Third. – In those cases in which "THE COMPANY" chooses to grant some economic support to the student for the internship, this can be delivered directly to the student or to "UTCJ", and in turn "UTCJ" will deliver the full corresponding amount to those students, for which "UTCJ" will issue a receipt with the fiscal requirements to "THE COMPANY" for the economic support and will not withhold any type of tax or charge to those students.

Fourth. – The duration of the internship program is for a four-month period and this term may be extended by mutual agreement between "THE PARTIES", if the programs of activities to be developed so require, as long as the student is enrolled in the corresponding four-month period. "THE COMPANY" will set the internship schedules, contemplating that these will allow the student to continue his/her studies during the normal schedules of "UTCJ", and "THE COMPANY" commits itself to support the internship students under the scholarships during the extended period. The scholarship can be given by "THE COMPANY" to the student directly or through "UTCJ" and in turn "UTCJ" will deliver the full corresponding amount to those students,



for which "UTCJ" will issue a receipt with fiscal requirements to "THE COMPANY" for the scholarship and will not withhold any type of tax or charge to those students.

Fifth. – "THE COMPANY" undertakes to provide the students with the necessary equipment for the development of the activities carried out during the internships, and also undertakes to instruct them about the safety measures to be taken in the exercise and activities to be performed.

At all times when students are in the facilities of "THE COMPANY", they must follow its policies, safety standards, protocols, processes and other instructions given by "THE COMPANY".

Sixth. – "THE COMPANY" may provide facilities, according to its possibilities and at its sole discretion, for "UTCJ" students to visit its facilities in order to learn about a specific process of the productive sector or to receive lectures, conferences or workshops so that students may begin a process of induction to the business environment for which they are being academically prepared.

Seventh. – Based on the performance of the students during their internships and according to the need, possibility and discretion of "THE COMPANY", it may integrate into its workforce those persons who meet the job requirements established by "THE COMPANY" in its job vacancies.

"By mutual agreement, "THE PARTIES" may establish the possibility of allocating vacancies for "UTCJ" students, as well as for "UTCJ" graduates, as long as they meet the job requirements, needs and conditions of "THE COMPANY".

"UTCJ", according to its possibilities, interests and discretion, will inform about job vacancies, job offers and hiring days of "THE COMPANY", among its students and graduates, through social networks, institutional mail and advertisement inside "UTCJ" facilities.

Eighth. – "UTCJ" will contribute to the economic competitiveness and educational development of Mexico, based on the National System of Competencies of People (SNC by its acronym in Spanish), through the National Council for Standardization and Certification of Labor Competencies (CONOCER); inviting "THE COMPANY" to participate, promoting among its employees, their certification in some standard of competence, which will strengthen its competitiveness in the labor market, obtaining a certificate that will give national recognition by CONOCER - Ministry of Public Education (SEP).

"THE COMPANY" may disseminate among its employees in the way it considers pertinent, the standards of competence offered by the "UTCJ", as well as the benefits acquired by obtaining the certification.

Ninth. – "UTCJ" may agree with "THE COMPANY" on the possibility of providing technological services in order to contribute to the professionalization of its employees, to strengthen the productive sector.

Technological services are understood to be information technology services, studies and projects, consulting and advisory services, technology management, engineering services, workshop services, laboratory services, training, technology transfer, technical assistance, etc.

"UTCJ" undertakes to send in written form, either physically or virtually, the description of the technological service to be performed, the quotation thereof and the corresponding invoice or receipt. Once "THE COMPANY" is willing to accept, it will notify "UTCJ" in the same way about



its acceptance of the service and quotation, the proof of payment and other relevant comments to carry out this service.

The detailed payment methods of the mutually agreed technological services will be negotiated and agreed by **THE PARTIES**. Payments will be made in the currency of legal tender in the United Mexican States, and the corresponding invoices must be issued with the requirements of Mexican tax regulations.

"**UTCJ**" designates the head of the department of technological services and continuing education as responsible for supervising and overseeing at all times the performance of the technological service.

Tenth. – "**UTCJ**" may provide the continuing education programs for "**THE COMPANY**", and such programs may be established in a face-to-face, semi-face-to-face or virtual modality.

The continuing education programs are understood as courses, seminars, specialties or diploma courses that "**UTCJ**" offers to "**THE COMPANY**", with the purpose of training its employees on topics related to the use of new equipment, updating of work methods and knowledge in general, whether hard skills or soft skills.

The continuing education programs will follow the same process as the technological services, as described in the preceding clause of this Agreement.

Eleventh. – "**THE COMPANY**" may disseminate among its employees, according to its possibilities and the means it considers pertinent, the English programs, the arts and crafts workshops and the services of the business incubator offered by "**UTCJ**".

Twelfth. – "**THE COMPANY**" may provide scholarships to its employees by means of which it covers registration fees and tuition directly with the "**UTCJ**" on a every four-month basis and the foregoing amount will vary depending on whether the student is a "University Technician" or "Engineering student".

Thirteenth. – In order to strengthen the relationship between "**THE PARTIES**", "**UTCJ**" will make available to "**THE COMPANY**", through a recovery fee (in Spanish: una cuota de recuperación), the human, technical and material resources, as well as the necessary facilities for the realization of conferences, certifications, workshops, fairs, contests and other events. The foregoing is subject to the availability, agenda and interests of the "**UTCJ**" and the agreements reached by "**THE PARTIES**".

Fourteenth. – In order to guarantee the relevance of the careers and the students' areas of knowledge to the needs of the productive sector, "**UTCJ**" will invite "**THE COMPANY**" to periodically participate in the revision of study plans and programs.

In the same way, "**UTCJ**" opens the possibility for "**THE COMPANY**" to be a member of its Linkage and Relevance Council through a prior notice to "**THE COMPANY**", the acceptance and established appointment methods of "**UTCJ**". "**THE COMPANY**" may participate in the sessions of the aforementioned council as an invited guest with the right to speak but not to vote.

Fifteenth. – "**UTCJ**" may receive donations from "**THE COMPANY**", either in cash or in kind, which contribute to the improvement of facilities, laboratories, students' education and other areas of interest for the university population and society in general.



As an authorized donee, "UTCJ" is obliged to issue the necessary documents and reports to support the donation of "THE COMPANY", according to the terms of the Mexican tax regulations in force.

Sixteenth. – "THE PARTIES" agree to handle the information and data that according to this Agreement is handled or known, therefore, "THE PARTIES" (i) shall protect the Confidential Information (as described below) of the other party, with at least the same degree of care (but no less than a reasonable degree), used to protect their own confidential information; and (ii) shall not use (except for the purposes described in this Agreement), publish or disclose to third parties the Confidential Information.

"Confidential Information" means any and all information disclosed by the disclosing party to the receiving party during the term of this Agreement that is reasonably considered confidential and proprietary given the nature of the information or the circumstances of its disclosure. Confidential Information shall be marked with "Confidential" or other similar legends by the disclosing party in the event that such Confidential Information is disclosed in tangible forms. If the disclosure of Confidential Information is made in the intangible form including but not limited to orally or visually, the disclosing party shall advise the receiving party of the confidentiality upon disclosure and summarize such disclosure and the Confidential Information in a writing delivered to the receiving party within thirty (30) days after the disclosure is made. "Confidential Information" excludes information that: (1) is developed by the receiving party independently and without access to any information provided by the party providing the information, to the extent that the information developed can be corroborated through written records; (2) was lawfully obtained by the receiving party from a third party entitled to make such disclosure free of any apparent interest of the disclosing party; (3) is publicly available through means other than through the fault of the receiving party; (4) is released without restriction by the disclosing party to a third party who is under no obligation of confidentiality; or (5) is known to the receiving party prior to disclosure, to the extent that such prior knowledge can be corroborated through written records

In the event that any Confidential Information must be disclosed by law, the party required to disclose the information of the other party shall immediately notify such party in writing and provide reasonable assistance to afford the other party a reasonable opportunity to take appropriate action to safeguard the confidentiality of such information, including seeking an injunction before a court of competent jurisdiction to protect such information.

The receiving party's confidentiality obligation shall survive for a period of three (3) years from the date of each respective disclosure notwithstanding the expiration or termination of this Agreement. However, the receiving party shall continue to protect the Confidential Information according to applicable laws if it remains qualified as a trade secret under such applicable laws.

Data Protection. In accordance with the Federal Law for the Protection of Personal Data in Possession of Individuals and its regulations ("Data Law"), in the event that the confidential information includes: (i) personal data, (ii) financial personal data, or (iii) sensitive personal data (Items (i), (ii) and (iii) shall be used interchangeably as the "Personal Data"), "UTCJ", as a recipient of the confidential information (the "Recipient") is obligated to:

(a) Respect at all times the principles of: (i) lawfulness: to process the Personal Data in accordance with and in compliance with the provisions of the law and international law, (ii) consent: to process the Personal Data only in accordance with the expression of the holder's will, (iii) information: to respect the main characteristics of the processing to which the Personal Data will be subjected, (iv) quality: to ensure that the Personal Data are relevant and correct, that is, to ensure that they are accurate and kept complete and updated, (v) purpose: Personal



Data may only be processed in relation to the determined and legitimate purposes for which they have been obtained, (vi) loyalty: privilege the protection of the interests of the holder, (vii) proportionality: ensure that the processing of the Personal Data are the necessary, adequate and relevant in relation to the purposes for which they have been obtained, and; (viii) responsibility: ensure and answer for the processing of the Personal Data under its custody.

(b) Keep confidential and do not disclose or transfer in any way or by any means to third parties, or make use of the Personal Data for purposes other than those for which they were communicated, without the prior written authorization of "THE COMPANY".

(c) Respect the terms and conditions of the applicable privacy notice and the consent of the owner of the Personal Data to be made available to the Recipient.

(d) To have the necessary mechanisms and procedures to protect Personal Data in accordance with the levels required by the Data Law and other provisions derived from it.

(e) Inform the counterparty in the most timely manner in the event of a security breach with respect to Personal Data or have information that such a breach may occur.

Seventeenth. – "THE PARTIES" will be the only ones responsible for the obligations derived from the legal dispositions and other ordinances in labor and social security matters. "THE PARTIES" recognize and declare that they are not representatives, employees or intermediaries of each other, and therefore they shall be the only ones responsible to their respective teachers, technicians, employees or workers that they employ for the fulfillment of this Agreement and the specific agreements, and there shall be no labor relationship in substitution or in a joint and several manners with each other, even with third parties.

"THE PARTIES" agree to respond directly or indirectly to the claims against them or against the other party, in connection with this Agreement. Each party shall indemnify and hold the other party (including but not limited to its officers, directors, employees, students or teachers) harmless from any liability resulting from the loss or damage in connection with this Agreement, except for such party's own gross negligence or willful misconduct.

"THE PARTIES" agree that the performance of practices, internships, social service, experiences, and thesis development, performed by members, interns or personnel of each of "THE PARTIES" under this Agreement, do not establish any relationship or commitment of labor order between them and the counterpart, so that, for such purposes, "THE PARTIES" shall be subject to the internal regulations of each party.

If in the execution of a program and/or project, any of "THE PARTIES" requests the intervention of personnel rendering their services in other places outside "UTCJ" and "THE COMPANY", such personnel shall always continue under the direction and dependence of said institution or, if applicable, under the responsibility of the institution requesting it.

In the event that "THE COMPANY" decides to hire the student and/or graduate of "UTCJ", "THE COMPANY" shall be exclusively responsible for any labor and social security obligations with respect to any of its employees and shall exempt "UTCJ" from liability, directly or indirectly, as well as from any labor or social security liability of the employer or responsible party, and "UTCJ" shall not be considered jointly and severally liable or a substitute.

Eighteenth. – "UTCJ" is obliged to ensure that each member of the student population participating in the internships under this Agreement has medical insurance and/or personal accident insurance and/or life insurance to cover any illness or accident derived from the



functions of the student of "UTCJ" attending the facilities of "THE COMPANY", since "THE COMPANY" is not and will not be responsible for them. Students must present the letter of assignment of stay issued by "UTCJ", as well as a copy of their medical insurance upon entering "THE COMPANY" facilities. In any case, "UTCJ" is obliged to release "THE COMPANY" from any responsibility and to defend and keep "THE COMPANY" safe from any claim for illness or accident derived from the functions of the student of "UTCJ" who go to the facilities of "THE COMPANY", as long as the stipulations of the clauses third and fourth of this Agreement are complied with.

Nineteenth. – Neither of "THE PARTIES" may assign this Agreement if it does not have the prior written consent of the other party.

Twentieth. – Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property rights of the other party, except for the necessary right to carry out the purpose hereunder. "THE PARTIES" agree that the ownership, alienation, reproduction, exhibition, public access, public transmission, distribution, disclosure and any kind of use of the works, techniques, technologies, processes, inventions, utility models, industrial designs and circuits, correspond to the owner of whoever has the rights of these as established in the Federal Copyright Law, in the Federal Law for the Protection of Industrial Property and in the applicable and current international and Mexican regulations.

Twenty-first. – This Agreement may be revised at the request of either of "THE PARTIES" made thirty (30) calendar days in advance, but the modifications agreed upon to that effect shall be valid as long as they are made in writing and signed by the duly authorized representatives of "THE PARTIES".

Twenty-second. – This Agreement shall come into effect as of the Effective Date (as defined below) and its term shall be until December 31, 2025. However, each of "THE PARTIES" has the right to terminate this Agreement, for which purpose the party wishing to terminate, such party shall give prior written notice to the other party of its decision to terminate this Agreement thirty (30) calendar days prior to the effective date of the termination; the foregoing shall be without prejudice to the survival of the obligations already contracted before the termination of the corresponding established period, as well as those obligations are already in progress, if applicable, unless those obligations in progress shall also terminate on the effective date of termination in accordance with this Agreement.

Twenty-third. – The interpretation and performance of this Agreement shall be subject to the applicable laws of the United Mexican States and to the jurisdiction and competence of the Courts of the Bravos Judicial District in Ciudad Juarez, Chihuahua, expressly waiving any other jurisdiction that may correspond to them by reason of their present or future domiciles.

This Agreement is signed in duplicate by "THE PARTIES" in Ciudad Juarez, Chihuahua, on the 30st day of the month of March of 2023 ("Effective Date"), who declare that they are aware of its contents and legal force, ratifying their desire to be bound by the terms already established in this Agreement.

(Signature page follows)



"UTCJ"
Universidad Tecnológica de Ciudad Juárez

Lic. Carlos Ernesto Ortiz Villegas
Dean

Witness

Dr. Edgar Omar Lara Enríquez
Academic Secretary



"THE COMPANY"
Wistron México S.A. de C.V.

President

Witness

Training and Development Manager