



aklara Privacy Notice for Customers and Users

This **Privacy Notice** is issued in compliance with the provisions of the Ley Federal de Protección de Datos Personales en Posesión de los Particulares (Federal Law on the Protection of Personal Data Held by Private Parties - the "**Personal Data Law**") and its Regulations, taking into account the current text and applicable amendments.

All capitalized terms not defined in this **Privacy Notice** shall have the meaning attributed to them in the **Personal Data Law**.

- I. **Identity and Address of the Data Controller.** The **Data Controller** is Regional Market Makers de México, S. de R.L. de C.V. ("**aklara**"), with its registered office at Calle Monte Cáucaso 915, Office 203, Colonia Lomas de Chapultepec I Sección, Miguel Hidalgo Borough, Mexico City, postal code 11000.
- II. **Personal Data Collected.** To carry out the Purposes described in this **Privacy Notice**, **aklara** collects and processes the personal data listed below (hereinafter the "**Personal Data**") from its prospects, customers, and/or users (hereinafter the "**Data Subjects**") who have or intend to have access to the digital platforms owned by **aklara** (hereinafter the "Platforms") and, where applicable, may obtain services related to the use of the **Platforms** or any other service offered by **aklara** (hereinafter the "Services"). Likewise, to operate the **Platform**, **aklara** may process information contained in the documents that **Data Subjects** upload or share, including economic, financial, or asset-related information and, when essential for operations and applicable compliance, information related to customers or debtors contained in such documents.
 - i) Identification data.
 - ii) Contact information.
 - iii) Employment and/or economic activity data.
 - iv) Tax and administrative data.
 - v) Representation data and, where applicable, corporate information necessary to verify existence, type of individual or entity, type of management, authority, powers, share capital and its composition, beneficial owners, and/or controlling beneficiaries.
 - vi) Economic, financial, or asset data (including financial statements, account statements, or other information to assess economic capacity and financial viability).
 - vii) Where applicable, data contained in collection documents and documentation related to customers or debtors, when essential for the analysis of the document, the transaction, and applicable compliance.

Additionally, **aklara** may collect, through the **Data Subjects**, the personal data listed below regarding legal representatives, authorized agents, administrators, officers, jointly liable parties, guarantors, sureties, partners, shareholders, beneficial owners, controlling beneficiaries, and/or any other legal entity linked to the **Data Subjects**, including their customers or debtors contained in collection documents or other documentation uploaded to the **Platforms** or shared with **aklara**, necessary for the use of the **Platforms** and, where applicable, for the provision of the **Services** (hereinafter, the "**Additional Data Subjects**"):

- i) Identification data.
- ii) Contact information.
- iii) Employment and activity information.
- iv) Tax and administrative information.
- v) Representation data and information, and documentation to verify authority.
- vi) Economic, financial, or asset-related data, when necessary for risk assessment, financial capacity, or applicable compliance.

Data Subjects acknowledge that they may provide **aklara** with **Personal Data** of **Additional Data Subjects**. In such cases, **Data Subjects** agree to: (i) have the appropriate legal basis for providing such

information; and (ii) inform the relevant individuals about the processing of their **Personal Data** and the content of this **Privacy Notice**, to the extent applicable.

It is important to note that the data mentioned in this section are categories of **Personal Data**; if you wish to know each specific piece of **Personal Data** that is collected, please contact **aklara** through the channels indicated in this **Privacy Notice**.

III. Sensitive Personal Data Collected. As a general rule, **aklara** does not collect sensitive **Personal Data**. In exceptional cases where such data is required for legal or compliance reasons and is strictly necessary, **aklara** will obtain express written consent via signature or an authentication mechanism, in accordance with the **Personal Data Protection Act**.

IV. Purposes of Personal Data Processing. The purposes for which **aklara** collects **Personal Data** from **Data Subjects** and/or **Additional Data Subjects**—which are necessary for **Data Subjects** to use the **Platforms** and, where applicable, to obtain the **Services**—are as follows:

1. To identify **Data Subjects** and/or **Additional Data Subjects**; to verify and validate their identity, existence, representation, authority, and the accuracy of the information provided for the use of the **Platforms** and, where applicable, the contracting of the **Services**, including conducting know-your-customer procedures and document authenticity verifications.
2. To maintain records and databases for the onboarding process, legal review, know-your-customer procedures, risk assessment, and compliance; as well as to carry out operations related to the use of the **Platforms**.
3. Conduct the investigations, verifications, and actions it deems necessary to evaluate the possibility of providing the **Services** and/or allowing participation in the **Platforms**; including evaluating economic capacity, financial viability, the type of transactions with customers, and the risk profile. Based on the foregoing, **aklara** may: approve, reject, or request additional information; issue a pre-authorization to continue the onboarding process; and, where applicable, submit the approval or determination of limits or lines of credit to an internal risk committee in accordance with its policies.
4. Carry out the onboarding and registration of clients and/or users on the **Platforms**.
5. Contact **Account Holders** and/or **Additional Account Holders**, as well as correct or update their information.
6. To properly provide the relevant **Services** in accordance with the terms of the documents signed or accepted by the **Account Holders** and/or **Additional Account Holders** for the use of the **Platforms**, including the administration of auctions and awards, the execution of transactions related to factoring or the assignment of collection rights, the processing of payment and transfer instructions, and the management of administrative or judicial collection efforts.
7. To review, validate, and analyze the economic, financial, and legal conditions of the **Account Holders** and, where applicable, of the **Additional Account Holders**, in order to assess economic capacity and financial viability and to define, where applicable, preliminary or definitive limits or credit lines for operating on the **Platforms**.
8. To purchase any insurance that may be required in accordance with the documents entered into for the provision of the **Services**.
9. Enter the data of the **Account Holders** and/or **Additional Account Holders** into the Databases, for the purpose of providing them with the appropriate service.
10. To carry out the necessary judicial and/or extrajudicial collection procedures related to the contracted **Services**.
11. Invoice, collect, and process payments that may be made for the provision of the contracted **Services**.

12. Prevent and detect fraud or other illegal activities.
13. To comply with applicable laws, regulations, and legal provisions, as well as with **aklara's** internal policies and the contracts, agreements, or negotiations entered into between **aklara** and the **Data Subjects**. For these purposes, **aklara** may rely on providers acting as data processors (e.g., cloud storage services and artificial intelligence tools for businesses) for document management, analysis, and verification, always on behalf of **aklara**, under its instructions, with confidentiality, and without authorizing such processors to use the data for their own purposes.

V. Additional or Secondary Purposes. The purposes that do not give rise to and are not necessary for carrying out and maintaining the legal relationship between **aklara** and the **Data Subjects**, known as secondary or ancillary purposes, are as follows:

1. To offer them, where applicable, other products or services of its own or of any of its parent companies, subsidiaries, affiliates, or associated companies, or to a parent company or any company under the common control of the data controller or its principal shareholder, or any other company within the same **aklara** group that operates under the same internal processes and policies, as provided by applicable law, as well as those of its partners and agents.
2. To perform statistical analysis, generate information models, and/or behavioral profiles (current and predictive) related to the use of the **Platforms** and **Services**, as well as to improve internal processes. To the extent possible, these analyses will be conducted using de-identified or aggregated information; and do not imply authorizing technology providers to use **Personal Data** for their own purposes.
3. To evaluate the quality of **the Service** provided by **aklara**.
4. To share necessary or useful information, notices, and news regarding the **Services** provided by **aklara**.
5. Conduct business intelligence, perform market research, highlight **Users'** activity on the **Platforms**, monitor the quality of the **Platforms**, evaluate and improve the **Platforms**, and send our newsletter and offers.

VI. Mechanisms allowing Data Subjects to object to the use of their data for secondary or ancillary purposes. **Data Subjects** will have the option, each time they receive our newsletter and promotional offers, to unsubscribe by following the procedure outlined at the bottom of the email through which such material is sent.

At any time, **Data Subjects** may object to the processing of their **Personal Data** for purposes that are not essential to the fulfillment of the legal relationship with **aklara**, through the mechanism provided in Section VIII of this **Privacy Notice**, on the understanding that, in the absence of a corresponding **ARCO Request**, the use of their **Personal Data** for the aforementioned purposes shall be deemed to have been consented to.

Vendors as Data Processors and Use of Cloud Services. To fulfill the Primary Purposes, **aklara** may use technology vendors that process **Personal Data** on behalf of **aklara**, under instructions and through contracts or legal instruments that define their actions, including obligations regarding confidentiality, security, authorized subcontracting, and deletion.

In the case of cloud services contracted under general terms and conditions, **aklara** will only use services that guarantee the proper protection of **Personal Data**, in accordance with Article 52 of the Regulation, and will adopt measures to limit the type of processing (for example, restricting access, folders, and permissions in repositories or storage, and limiting applications or connectors in technological and artificial intelligence tools for businesses).

Transfers of **Personal Data**. **aklara** may carry out the following domestic or international transfers of the **Personal Data** of **Data Subjects** and, where applicable, of **Additional Data Subjects**, when necessary for the purposes described in this **Privacy Notice**, in accordance with the **Personal Data Protection Act**.

1. To other clients and/or users of the **Platforms** (for example, Bidders and/or Suppliers) to facilitate negotiations, auctions, awards, and the closing of transactions related to factoring or the assignment of collection rights, including risk analysis and counterparty verification, to the extent necessary and in accordance with the contracts entered into for the use of the **Platforms**.
2. To other clients and/or users of the **Platforms** (e.g., Bidders and/or Suppliers) so that, when necessary, they may compile identification and know-your-customer records and comply with applicable legal, regulatory, or contractual obligations regarding the prevention, detection, or reporting of unusual or illicit transactions, in accordance with their own policies and obligations.
3. To other clients and/or users of the **Platforms** so that they may fulfill obligations established in the contracts or agreements entered into with **aklara** for the use of the **Platforms** and the provision of the **Services**, including payment, collection, audit, and risk management obligations, when strictly necessary for the operation.
4. To insurers or insurance agents for the purpose of obtaining insurance coverage applicable to the provision of the **Services**.
5. To the Mexican Postal Service, to send the relevant information in accordance with the contracts or agreements entered into between **aklara** and the **Data Subjects**.
6. To the National Electoral Institute, to verify and validate the authenticity of the data and documents provided by the **Data Subjects** regarding their identity or that of **Additional Data Subjects**.
7. To the assignees of **aklara's** rights under the contracts entered into between **aklara** and the **Data Subjects**.
8. To **aklara's** subsidiaries, affiliates, or parent companies, to report on, operate, or administer the **Services**.
9. To companies that have entered into or intend to enter into a merger or spin-off with **aklara**.
10. To the competent authorities, if requested, in accordance with applicable law.
11. In any other case provided for in the **Personal Data Protection Act** or applicable regulations that does not require the consent of the **Data Subjects** and, where applicable, of **Additional Data Subjects**.

In particular, **aklara** may transfer **Data Subjects' Personal Data** without consent when the circumstances set forth in Article 36 of the **Personal Data Law** apply (for example, when the transfer is necessary pursuant to a contract entered into or to be entered into in **the Data Subject's** interest, or when it is necessary for the maintenance or fulfillment of a legal relationship).

In all cases, **aklara** will endeavor to transfer only the information strictly necessary and, where possible, do so by access levels and under confidentiality obligations.

Disclosures of **Personal Data** to suppliers acting as data processors (e.g., cloud storage and artificial intelligence tools for businesses) constitute disclosures and not transfers, and do not require notification or consent when the supplier processes the data on behalf of **aklara**; without prejudice to the fact that **aklara** adopts contractual and technical measures to ensure confidentiality, security, and erasure, in accordance with Article 53 of the Regulation.

When a transfer requires the **Data Subject's** consent under the **Personal Data Protection Act**, **aklara** will obtain it through the mechanisms available on the Portal and/or **Platforms** or in writing, as

applicable. In cases where the Act permits transfer without consent, **aklara** will document the applicable scenario and limit the information to what is strictly necessary.

The third-party recipients of the **Data Subjects' Personal Data** and, where applicable, of **Additional Data Subjects' Personal Data**, transferred in accordance with this section, are aware of the content of this **Privacy Notice** and the purposes for which the **Personal Data** transferred to them, where applicable, was collected, and have therefore undertaken to process the **Personal Data** to which they have access in accordance with this document and the **Personal Data Protection Law** and/or any other applicable **personal data** protection regulations.

VII. Means to exercise ARCO rights. To exercise the rights of access, rectification, cancellation, or opposition (“**ARCO Rights**”), in accordance with the provisions of the **Personal Data Law**, **Data Subjects** and, where applicable, **Additional Data Subjects** may submit the corresponding request in writing to **aklara** at the following email address: datospersonales@aklara.com or directly at **aklara's** registered office, as indicated in Section I above. The request for access, rectification, cancellation, or opposition (“**ARCO Request**”) must contain the following information and documentation:

1. The name of the **Data Subject** or **Additional Data Subject** and, where applicable, their legal representative, as well as the mailing address or other physical or electronic means for communicating the response to their request.
2. Documents proving the identity or, where applicable, the legal representation of the **Data Subject** or **Additional Data Subject**, including a valid official identification document of the **Data Subject** or **Additional Data Subject** and, where applicable, of their representative, as well as evidence of the corresponding representation.
3. A clear and precise description of the **Personal Data** regarding which you wish to exercise any of the **ARCO Rights**, as well as an indication of the right or rights you wish to exercise in connection with the **ARCO Request**.
4. Any other information or document that facilitates the identification of the **Personal Data**, such as the identification of the contract, user, or **Service** linking the **Data Subject** or **Additional Data Subject** to **aklara**.
5. In the case of requests to rectify **Personal Data**, the **Data Subject** must indicate, in addition to what is specified in this section, the modifications to be made and provide documentation supporting their request.

aklara will notify the **Data Subject** or **Additional Data Subject**, within a maximum period of 20 (twenty) days from the date the **ARCO Request** was received, of the decision made, so that, if applicable, it may be implemented within 15 (fifteen) days following the date the response is communicated. The response will be provided via the method or channel specified in the **ARCO Request**.

If the information provided in the **ARCO Request** is incorrect or insufficient, or if the corresponding supporting documents are not included, within 5 (five) business days following receipt of the request, **aklara** may require the **Data Subject** or **Additional Data Subject** to provide the necessary information or documents to process the request. The **Data Subject** or **Additional Data Subject** will have 10 (ten) business days to comply with the request, counted from the day following receipt. If no response is provided within this period, the corresponding request will be deemed not to have been submitted.

The aforementioned deadlines may be extended once for an equal period, provided that the circumstances of the case justify such an extension. If the **ARCO Request** is valid, the **Personal Data** will be provided free of charge via the email address designated by the **Data Subject** or **Additional Data Subject** for such purposes, provided that it is technically feasible to properly fulfill the **ARCO Request**. If the **Data Subject** or **Additional Data Subject** requests it, or if specific circumstances make it necessary for the information to be provided in a different format, the **Data Subject** or **Additional Data Subject** shall be responsible only for covering the shipping costs and/or the cost of reproduction in copies or other formats.

aklara may deny access to **Personal Data**, or refuse to rectify or delete such data, or grant an objection to its processing, in the cases established by the **Personal Data Protection Act**.

aklara's Compliance Department is the department formally designated to oversee and address requests to exercise **ARCO Rights** and to promote the protection of **Personal Data** within the organization. If the **Data Subject** or **Additional Data Subject** wishes to contact **aklara's** Compliance Department, they may do so through the means previously mentioned in this section.

- IX. Procedure for Withdrawing Consent.** If you wish to withdraw your consent regarding the processing of your **personal data** at any time, you must follow the procedure set forth in Section VIII of this **Privacy Notice**. Once you have done so, we will remove your data from our systems within 20 (twenty) days of receiving your request.

It should be noted that the revocation of Consent will not have retroactive effect. Likewise, revocation shall only apply to those processing activities that are based on the **Data Subject's** Consent. Consequently, revocation shall not apply when the processing or, where applicable, the transfer of **Personal Data**: (i) is necessary to exercise a right or fulfill obligations arising from a legal relationship between the **Data Subject** and **aklara**; (ii) is provided for or required by an applicable legal provision; or (iii) falls under any of the exceptions to consent provided for in the **Personal Data Law**, including those relating to transfers necessary for the maintenance or fulfillment of a legal relationship or by virtue of a contract entered into or to be entered into in the **Data Subject's** interest.

- X. Options and means offered by the Data Controller to Data Subjects to limit the use or disclosure of Personal Data.** In order for **Data Subjects** or **Additional Data Subjects** to limit the use or disclosure of their **Personal Data**, they may submit the corresponding request to **aklara's** Compliance Department via email to datospersonales@aklara.com or through the mechanisms provided on the **Portal** and/or **Platforms**. The requirements for processing such a request will be the same as those outlined for the exercise of the rights of access, rectification, cancellation, and objection, to the extent applicable.

Additionally, to limit the use of their personal data for advertising or promotional purposes, **Data Subjects** or **Additional Data Subjects** may register with the Public Registry to Prevent Advertising administered by the Federal Consumer Protection Agency (PROFECO). For more information on this registry, please consult the official website of said authority.

The foregoing shall be understood without prejudice to any processing or transfers necessary to fulfill obligations arising from a legal relationship with **aklara**, from an applicable legal provision, or from any other exception provided for in the **Personal Data Protection Law**.

- XI. Use of cookies, web beacons, or similar mechanisms.** The website www.aklara.com (hereinafter, the "Website") and the **Platforms** use cookies; cookies are data files stored on your hard drive when browsing the **Website** that allow for the exchange of information regarding the status of the **Website** and the **Data Subject's** browser. If you would like more information about the cookies used by the **aklara** website and **Platforms**, please refer to the [Cookie Policy](#).
- XII. Procedure and means by which aklara will notify Data Subjects of changes to the Privacy Notice.** **aklara** reserves the right to make modifications and/or updates to this **Privacy Notice**. Any changes to this **Privacy Notice** will be published on the following website: www.aklara.com.

If you wish, you may request the latest version of this **Privacy Notice** from our Compliance Department by emailing datospersonales@aklara.com

- XIII. Consent.** It is understood that by using the **Portal** and/or the **Platforms** and/or requesting and/or contracting the **Services** for the purposes set forth herein, the **Data Subject** acknowledges and agrees that they have read, understood, and accept the terms of this **Privacy Notice**; therefore, such consent grants **aklara** the authority to process **Personal Data** in the manner described in this Privacy Notice. Notwithstanding the foregoing, in the case of economic, financial, or asset-related data, **aklara** will obtain the **Data Subject's** express consent through the authentication mechanisms available on the **Portal** and/or the **Platforms**, or in writing, unless a legal exception applies.

Similarly, where applicable, **Data Subjects** shall provide their express consent through the Portal and/or the **Platforms**, using authentication mechanisms, for the processing of economic, financial, or asset-related data and for those transfers that require consent in accordance with the **Personal Data Protection Act**.

If you are a **Data Subject** or **Additional Data Subject** of **Personal Data** collected by **aklara** and wish to obtain more information about this **Privacy Notice** and about the **Personal Data Protection Law** compliance policies adopted by **aklara**, please send a written request to **aklara's** Compliance Department at the email address provided in Section VIII above or to the **aklara** address indicated in Section I above.

Last updated: March 19, 2026.