

UNIVERSIDAD DE LAS AMÉRICAS, A.C.  
INTERNAL LABOR REGULATIONS

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CHAPTER I  
ON GENERAL PROVISIONS.

**Article 1.-** These Internal Labor Regulations contain the mandatory provisions for the Corporation and its personnel in the performance of work, in compliance with the provisions of Article 422 and other related articles of the Federal Labor Law.

**Article 2.-** For the proper interpretation and application of these Internal Labor Regulations, the parties establish, by common agreement, the following conventional terms:

- I. The Corporation, the employer or the boss is the *Universidad de las Américas, A.C.*
- II. Personnel is the employee or worker providing his or her personal services to the juridical person named *Universidad de las Américas, A.C.*
- III. Individual Contract is the Individual Labor Contract by and between the Corporation and the employee.
- IV. Collective Contract is the Collective Labor Contract by and between the Corporation and the Union.
- V. Regulations are these Internal Labor Regulations.
- VI. Work area is the structural location within the Corporation, that is, the office, Director's Office, Management Office or Department in which the employee provides his or her service.
- VII. The place of work is the one located at Puebla No. 223, Colonia Roma, Delegación Cuauhtémoc, C.P 06700, México, D.F., this being the fiscal and legal address of the corporation *Universidad de las Américas, A.C.* or any other domicile corresponding to a client of the Corporation to whom the Corporation is providing services related to its corporate purpose and to which the Corporation assigns the Employee for the provision of his or her subordinate personal services.
- VIII. Position is the impersonal labor unit comprised of the aggregate of the occupation's tasks, attributions, responsibilities and requirements.
- IX. Post is the number of times that a position is repeated.
- X. Tabulator is the document in which salaries are listed according to ranks and



levels.

- XI. Salary is the one corresponding according to the position held by the employee.
- XII. Representative of the Corporation is any natural person to whom the Corporation has conferred said character, granting him or her management, inspection, supervision and monitoring powers within the work areas.

**Article 3.-** Any Employee, by the sole fact of being hired to provide his or her personal services to the Corporation will have the obligation of knowing and strictly complying with these Regulations and in no case can the alleged ignorance of its provisions be a cause for the in violation hereof; to this effect, the Corporation will place these regulations in a visible place inside the work areas and, additionally, will provide each employee with a simple copy of these Regulations and the employees will have the obligation of signing the receipt hereof as proof.

Corporation personnel will ensure the proper observance of these Regulations, abiding by the provisions set forth herein.

## CHAPTER II ON ENTRY REQUIREMENTS AND THE INDIVIDUAL LABOR CONTRACT

**Article 4.-** To be hired by the Corporation, candidates must meet the following requirements:

- I. Be at least 16 years of age, except in positions in which Corporation funds and securities are handled, in which case they must be at least 18 years of age. In case of a minor, he or she must present a letter of authorization from his or her parents and by the competent labor authorities.
- II. Be of Mexican nationality, except in the cases provided for in the applicable laws in this matter.
- III. Have the required schooling for the position being filled.
- IV. Be in good health and be free of any physical or mental impediment for the performance of the required work.
- V. Present the job application in the format approved by the Corporation.



- VI. Take and obtain a passing grade in the tests defined by the Corporation.
- VII. Present a true copy of their birth certificate and proof of address, as well as two letters of recommendation.
- VIII. Be registered in the Federal Taxpayer's Registry or conduct the corresponding administrative procedures.
- IX. Furnish a bond, if required, to the benefit of the corporation.
- X. Any other obligations required by Law and these Regulations.

Proof of compliance with the above requirements must be provided through the corresponding documents or through any means deemed appropriate by the Corporation.

**Article 5.-** Labor relationship is understood as the relationship between the Corporation and the personnel, as long as all requirements established in Article 20 of the Law are met.

**Article 6.-** The Individual Labor Contract is the document that formalizes the labor relationship between the Corporation and the personnel, and it must include:

- I. The employee's name, nationality, age, gender, marital status and address and the Corporation's name and domicile.
- II. Whether the labor relationship is for a specific project or of limited duration, or else, if it is for an indefinite period of time.
- III. The service or services to be provided, which will be described as accurately as possible.
- IV. The duration of the workday.
- V. The method of payment and the amount to be paid.
- VI. The day on which the salary will be paid.
- VII. Other labor conditions, such as rest days, vacations and others agreed upon between the personnel and the Corporation.
- VIII. The date on which the Individual Labor Contract was entered into; and,



IX. The category and position.

When required by operational reasons, changes in the work center or area will be mandatory for the personnel, while position and salary will remain unchanged.

### CHAPTER III ON RIGHTS AND OBLIGATIONS.

**Article 7.-** The Corporation has the following obligations:

- I. To issue and disseminate among the personnel the rules which enable compliance with the Contract, policies, criteria and procedures in general designed to keep order, discipline and the proper functioning of the work areas.
- II. To issue the Individual Labor Contracts.
- III. To pay the personnel's salary and other considerations, benefits or compensations to which the personnel has a right.
- IV. To always respect the personnel's personality and dignity, issuing orders in a courteous and clear manner.
- V. To induce, motivate, train and provide instruction to the personnel for the proper provision of the service.
- VI. To provide the personnel, in a timely manner, with the necessary supplies, instruments and material required for the performance of their work; the previously mentioned items must be of good quality, be in good repair and be replaced when they cease to be useful.
- VII. To treat all personnel equally, both in the human aspects and in relation to his or her work in order to ensure that no person can suppose the presence of discrimination or favoritism.
- VIII. To listen to the personnel, to address their complaints and discuss their proposed initiatives or suggestions with them.
- IX. To issue, for the personnel who so requests this or whose labor relationship with the Corporation is terminated, a written document in regard to their services which includes, as a minimum, information on the duration of the employee's services and, if applicable, the cause of termination of the labor relationship.



- X. To strive to defend with the greatest diligence any employee who, while acting in defense of the best interests of the Corporation, or in the performance of their duties is subjected to administrative arrest or criminally prosecuted for the performance of unintentional acts.
- XI. To comply with the safety and health provisions established by the pertinent Laws and Regulations in order to prevent accidents and illnesses in the work center as well as having the essential medicines and medical supplies available for the prompt provision of first aid.
- XII. To refrain from making or authorizing collections or subscriptions which involve financial contributions from the personnel.
- XIII. To refrain from engaging in any activity to prevent the employment of personnel who terminates the labor relationship with the Corporation or is terminated.
- XIV. To refrain from performing any action that restricts the rights of the personnel; and
- XV. Any other obligations required by Law, the Individual Labor Contract and these Regulations.

**Article 8.-** The personnel has the following obligations:

- I. To comply with the provisions established by Law and those included in the Individual Labor Contract.
- II. To comply with all technical and administrative standards defined by the Corporation by means of manuals, regulations, instructions, memorandums or general or special rules.
- III. To obey the lawful orders received from their supervisors, in regard to the services they provide.
- IV. To comply with the preventive safety and health measures included in the standards they are subject to, as well as with those specified by the competent authorities and the Corporation for the benefit of the personnel, the work center and its visitors.
- V. To perform their work with the appropriate intensity, timeliness and care, in the manner, time and place specified in the Individual Labor Contract, under the guidance and supervision of their immediate supervisor, to whose authority



they shall be subordinate in all matters pertaining to their work and adhering to the established procedures and systems.

- VI. To attend work and arrive on time, as well as to perform their duties making their best effort and striving to make the best possible use of the available resources.
- VII. To inform the Corporation of the justified causes that prevent them from attending their workplace within a time not to exceed one hour after their workday has started.
- VIII. To maintain the appropriate discipline and composure during work hours.
- IX. To address their supervisors and other co-workers as well as the users of their services with respect and consideration, refraining from mistreating any person in word or deed, to ensure that the work environment reflects the best image, using the utmost diligence and care in the provision of services.
- X. To keep the uniforms, instruments, furnishings, equipment and supplies provided to them by the Corporation for the performance of their work in good condition and appearance, not being liable for the wear and tear caused by the normal use of these objects or caused by accidents, *force majeure* or poor quality or manufacturing defects.
- XI. To provide assistance, whenever needed when, due to disasters, accidents or imminent risk, any person or the interests of the Corporation and of its visitors are endangered, as long as their own physical integrity is not placed in danger.
- XII. To scrupulously keep the confidentiality of professional secrets as well as of reserved administrative matters, the disclosure of which could damage the Corporation's image or cause harm or damage to the Corporation itself or to the users of its services.
- XIII. To carefully handle and care for the resources and valuables assigned to them for the performance of their work and to report any anomaly to their immediate supervisor.
- XIV. To return all documents, funds, securities and goods placed under their care, management or safekeeping in case of suspension, cessation or termination of their labor relationships.
- XV. To give notice of any changes in their personal information.
- XVI. To provide, at the Corporation's request and without reservation, the



information and clarifications relating to the performance of their work, and

- XVII. To use the uniforms provided by the Corporation for the performance of their work within the place of work.
- XVIII. Any other obligations required by Law, the Individual Labor Contract and these Regulations.

**Article 9.-** Personnel is forbidden to:

- I. Remain in the work area or enter the work area outside working hours without higher authorization.
- II. Use the furnishings and equipment for positions other than their assigned position.
- III. Conduct any type of advertising within the facilities, except in the places specifically defined and authorized by the Corporation.
- IV. Organizing or participating in collections, raffles and the so-called pyramids among the personnel.
- V. Making inadequate or excessive use of the means of communication provided by the Corporation, such as: fax, telephone, internet or social networks.
- VI. Disturbing order and discipline, inappropriately forming huddles or groups in the Corporation's restrooms, hallways, offices or premises.
- VII. Conducting inappropriate activities which are unrelated to their work, which impede or hinder work during working hours.
- VIII. Being accompanied during work hours by persons not working in the Corporation, except in cases in which providing a service to such persons is included in the personnel's responsibilities or else such persons are service users.
- IX. Making use of the services of the Corporation's personnel for personal purposes or for purposes other than the official business of the Corporation.
- X. Missing work without justified cause or without prior express permission from their superiors.
- XI. Lending money with interest, as well as conducting buying and selling operations with co-workers or service users, not corresponding to the



Corporation's purposes.

- XII. Allowing other persons to operate the machinery, equipment or vehicles entrusted to them without the corresponding authorization.
- XIII. Allowing a co-worker to punch in or sign his or her work arrival and departure times or punch in or sign a co-worker's times through the established system
- XIV. Switching positions or shifts with a co-worker, without authorization by the Corporation, or using the services of a person outside of work in the performance of his or her duties.
- XV. Incurring in any intentional and malicious act or omission which, while not involving the complete cessation of activities, results in an impediment to them, to the detriment of productivity or causing risk of an accident.
- XVI. Removing from the workplace supplies or documents without prior authorization.
- XVII. Making improper use of the identification card and/or badge provided by the Corporation.
- XVIII. Arriving at work under the effects of alcohol.
- XIX. Arriving at work under the influence of any narcotic or psychoactive drug, save in case of medical prescription. Before beginning his or her service, the employee must inform the Corporation of this fact and present the prescription signed by the doctor.
- XX. Carrying weapons of any kind during work.
- XXI. Suspending or abandoning their duties during work hours without express authorization by their immediate supervisor.
- XXII. Communicating to any unauthorized person or company secrets or information on any matter or business, both in relation to the Corporation and to any service user.
- XXIII. Using cash or securities belonging to the Corporation for their own benefit, for the benefit or their co-workers or of other persons.
- XXIV. Altering, modifying or destroying as well as forging the Corporation's or



the service users' correspondence, documents, records and controls, whatever the objective.

- XXV. Accepting from the service users and/or suppliers any type of gratuities, rewards, commissions, bonuses, gifts (unless they are Institutional type gifts such as keychains, agendas, albums, calendars, pens, books, etc.) and, in general, any type of remuneration for the service provided or to be provided, and
- XXVI. Establishing or taking part in business with the service users, suppliers, contractors or other type of persons who have or intend to conduct a commercial activity or to provide a service to the Corporation.
- XXVII. Not adhering to the uniform and appearance standards for each area or for the Corporation in general.

The Corporation may, according to the nature of the services provided and with the objective of achieving a greater productivity, efficiency and competitiveness, change personnel to another area, position or activity, always without prejudice to their salary and without exceeding any of the limits established in the Contract and by Law.

#### CHAPTER IV ON PAYMENT PLACES AND DATES.

**Article 10.-** In terms of the provisions by Law, payment of salaries will be conducted on a weekly or biweekly mode (on the 15<sup>th</sup> and last day of each month) for all personnel working in the Corporation's offices and it will be made in legal tender and given to each person individually.

The abovementioned payment may also be made through a deposit to the account established by the Corporation, through prior agreement with the personnel, and the personnel may make free use of the payments to which he or she is entitled.

The corresponding receipts, which must be signed by the personnel, will include the amount and the concepts of the payment made, as well as the corresponding discounted or deducted amounts.

**Article 11.-** Should any employee be in disagreement with the payment made at the moment of receiving his or her salary, he or she must inform the corporate representative of this, in order to have any mistakes, if any, corrected or else, to obtain the pertinent clarifications.



In order to make use of the right described in the previous paragraph, the Employee will have a time period of 24 working hours; once this time period has elapsed, the salary payment will remain firm.

**Article 12.-** Salaries corresponding to vacations will be covered the day before the date on which said vacation begins.

**Article 13.-** The Corporation may make deductions from the weekly and/or biweekly salaries, as applicable, for the following concepts:

- a) Taxes corresponding to the Employee in compliance with Mexican Law.
- b) Mexican Social Security Institute worker's fees.
- c) Material belonging to the Corporation damaged by the Employees, not deriving from normal use.
- d) Mistakes in the payment made to the Employee in the immediately preceding payment.
- e) Payment of debts contracted with the Corporation for the concept of advances on salaries or the acquisition of articles produced by the Corporation.

## CHAPTER V ON WORKPLACE SAFETY

**Article 14.-** In order to prevent professional risks the following provisions will be complied with:

- I. It is prohibited to smoke and light matches and, in general, any action which may be a nuisance, cause fire or explosions in places in which flammable or explosive materials are present as well as in customer service areas
- II. Practical courses on first aid will be provided to the personnel of all departments in which an accident could happen due to the nature of the work conducted in them; additionally instruction on fire-fighting maneuvers will also be provided to personnel working in areas which make this type of instruction necessary, with the objective of being prepared for any emergency.
- III. The Corporation must have the necessary medicines and medical supplies available for the provision of first aid within the workplace, in addition to trained personnel to provide this service.



The personnel must observe the measures established by the Corporation to preserve their safety and the safety of visitors.

In case of accident, those aware of the accident must notify the Civil Protection area for appropriate action.

- IV. Each workspace must be kept in good conditions of order and cleanliness.
- V. The personnel shall have the obligation of immediately notifying their superiors of any danger observed by them, such as malfunctions in machines and equipment that affect the normal course of work, damage to the facilities or of any other nature which may propitiate accidents.
- VI. Personnel must not operate machines the functioning of which has not been assigned to them, except under express instructions from their superiors. Only authorized personnel may work on electrical installations or electric or electronic equipment and they must, in all cases, take all necessary precautions and use the appropriate protection equipment, tools and supplies.

## CHAPTER VI ON THE WORKDAY.

**Article 15.-** Personnel will work a maximum of 48 hours per week, in the case of the day shift; 45 hours as a maximum in the mixed shift; and 42 hours a week in the night shift.

If required by the service provided or in order to optimize service, the Corporation may modify the working hours and adjust them, without exceeding the maximum working hours per week.

**Article 16.-** Personnel working continuous hours will have a half hour of rest during their working day, within the place of work, at the times previously defined by the Corporation with the objective of not hindering operations.

The time available to the personnel for resting and eating will adhere to the terms agreed upon with their immediate boss and will be considered as effective time during the workday.

**Article 17.-** In the case of discontinuous schedules, personnel will have sufficient time to eat at the times reasonably defined by the Corporation, with the objective of not hindering operations. This time will not be taken into



account within the workday, given that personnel have the liberty of enjoying this time outside the work center.

**Article 18.-** The Corporation will define the official arrival and departure times for the personnel, according to the needs of the different areas and positions; these times will be communicated opportunistically.

Employees have the obligation to maintain a punctuality and attendance of 100% (one hundred percent) at their work, the daily arrival and departure times to said work are precise for each one of them, as applicable; as an exception, and with justified cause, the Corporation will allow a tolerance of ten minutes at the time of arrival in the understanding that, once that time period has elapsed, the Corporation has the right to deny admittance to the employee arriving late, without prejudice to the appropriate penalties, specified herein.

**Article 19.-** Workload permitting, the Corporation may, on a temporary basis, partially reduce the number of mandatory work hours, but without these reductions setting a precedent of obligation and without prejudice to salaries.

In the above case, the Corporation may return to the original number of hours, when the service needs and efficiency so require, without this being considered as an increment of the workday.

**Article 20.-** Personnel missing work due to illness will have the obligation of notifying their work unit, within a maximum of one hour after their established entrance hour and they must proceed according to the medical service system defined by the Mexican Institute of Social Security.

Once a doctor from the Mexican Institute of Social Security has been consulted, personnel will report back to their immediate supervisor and to the Personnel area the days of sick leave resulting from their illness.

## CHAPTER VII ON PERMISSIONS

**Article 21.-** In order to miss work, the simple request for permission or the



previous notice by the personnel are not sufficient; it will be necessary for the Corporation to grant or authorize said permission, in writing and through prior assessment of the causes, always being discretionary in their resolutions.

Licenses and permissions will be effective from the date authorized by the Corporation and will end on the date stated in the permission itself.

## CHAPTER VIII ON PENALTIES

**Article 22.-** The Corporation will always seek to establish harmonious relations with its personnel, based on mutual respect and reciprocal understanding of one another's needs.

Therefore, failure by the personnel to comply with the work obligations and conditions set forth in the Law, in the Individual Labor Contract and in these Regulations will be penalized by the Corporation, according to the seriousness of the offense, the consequences thereof and the worker's antecedents.

**Article 23.-** Any breach of the Contract and of these Regulations by the personnel will be penalized by the Corporation according to the seriousness of the offense and without prejudice of the provisions of the Law, as follows:

- a) Written warning.
- b) Temporary suspension from work, from one to eight days, without salary.
- c) Permanent separation from the Corporation.

**Article 24.-** Any Employee missing work without justification will not have the right to receive the corresponding payment for the days on which he or she was absent, without prejudice to the application of other legally applicable penalties.

**Article 25.-** Employees must promptly arrive at the defined time to begin work. In case of tardiness, he or she will be subject to the corresponding penalties. When the delay in arrival exceeds ten minutes, the Corporation may refuse to grant admittance to the employee to his place of work and the absence will be considered as unjustified for all legal effects. If the personnel fails to comply with matters regarding punctuality, the following penalties will apply:



- a) Written warning to personnel that accumulates three late arrivals within a period of fifteen days.
- b) Suspension of one day, without salary, to personnel who at the end of thirty days has accumulated more than four late arrivals; and
- c) Should three written warnings be accumulated by the end of two months, personnel will be suspended for three days, without salary.

**Article 26.-** Any employee failing to comply with the obligations set forth in Article 8 hereof will receive a written warning, with no prejudice to the application of other penalties included therein.

Regarding the prohibitions set forth in Article 9 hereof, the following penalties will apply:

- a) Personnel incurring in the prohibitions set forth in Sections I, II, III, IV, V, VI, VII and VIII will be subject to a written warning.
- b) Personnel incurring in the prohibitions set forth in Sections IX, X, XI, XII and XVII will be suspended from one to three days, without salary.
- c) Personnel incurring in the prohibitions set forth in Sections XIII and XIV will be suspended from four to six days, without salary.
- d) Personnel incurring in all other prohibitions set forth in the abovementioned article will be suspended from seven to eight days, without salary.
- e) In case of recidivism or given the seriousness of the misconduct, personnel may be subject to termination; and
- f) In cases involving cash or securities, the Corporation will analyze the frequency and/or amounts of the patrimonial damages and, if applicable, the employee will be subject to termination; Section XXIII of the prohibitions.

## CHAPTER IX ON SUSPENSION, RESCISSION AND TERMINATION OF THE LABOR RELATIONSHIP

**Article 27.-** The causes set forth in this article are cause for the temporary



suspension of the obligations to provide services and to pay salaries, without responsibility for the employee and the Corporation. In the case of Sections I and II, the temporary suspension will only apply for the case of the provision of the service.

- I. Contagious disease of the personnel.
- II. Temporary disability caused by an accident or illness that does not constitute an occupational risk.
- III. Detention pending trial of the employee followed by acquittal. If the employee was acting in defense of the Corporation's interests, the Corporation will have the obligation to pay the salaries not received by the employee.
- IV. The arrest or detention of any employee.
- V. The performance of the services and the fulfillment of the responsibilities mentioned in Article 15 of the Constitution as well as of the obligations set forth in Article 31, Section III of the Constitution; and
- VI. Failure to meet the requirements or present the documents required by Law and the Regulations, necessary for the provision of the service, when this failure is attributable to the personnel.

**Article 28.-** The suspension will take effect:

- a) In the cases of Sections I and II of the preceding article, from the date on which the Corporation becomes aware of the contagious disease or from the date on which the sick leave begins, until the end of the period set by the IMSS [Mexican Institute of Social Security] doctors or sooner, if the reason for the sick leave disappears, without the possibility of the suspension exceeding the term defined by the Social Security Law for the treatment of diseases that are not a consequence of an occupational risk.
- b) In the case of Sections III and IV of the previous article, from the moment in which the personnel accredits his or her detention and being at the disposal of the judicial or legal authority, until the date in which the judgement absolving him or her becomes final and conclusive, or the date in which the detention ends.
- c) In the cases set forth in Section V, from the date on which the services must be provided or the work responsibilities must be fulfilled, and
- d) In the cases set forth in Section VI, from the date on which the Corporation



becomes aware of this fact.

**Article 29.-** Personnel must return to work:

- a) In the cases of Sections I, II and VI of Article 25, on the next day after the cause for suspension ends.
- b) In the cases of Sections III, IV and V of Article 25, within the 15 days following the end of the cause for suspension.

**Article 30.-** The following are causes for the termination of the labor relationship, without any responsibility by the Corporation:

- I. If the personnel incurs, in the course of their work, in offenses of lack of probity or honesty, in acts of violence, threats, insults toward the representatives of the Corporation or the Management or administrative personnel thereof, except upon provocation or in self-defense.
- II. If the personnel incurs in any of the actions listed in the previous section against a co-worker if, as a consequence of said action, discipline in the workplace is disrupted.
- III. If the personnel, while not in service, incurs in any of the actions listed in Section I against the representatives of the Corporation or the Management or administrative personnel thereof, if the consequences are so serious as to make the continuation of the working relationship impossible.
- IV. If the personnel intentionally causes material or economic damage, during the performance of their duties or because of them, to the facilities, machinery, instruments and other objects related with their work.
- V. If the personnel causes the damage discussed in the previous section, as long as the damage is serious, without malice but through such negligence that this negligence is the sole cause of the damage.
- VI. If the personnel compromises the safety of the establishment or of the persons inside it through the personnel's inexcusable recklessness or carelessness.
- VII. If the personnel engages in immoral acts within the establishment or place of work.
- VIII. If the personnel discloses the Corporation's operational secrets or matters of a



confidential nature.

- IX. If the personnel accumulates more than three absences, without permission from the Corporation or justified cause, within a period of thirty days.
- X. If the personnel disobeys the representatives of the Corporation without justified cause, as long as it is in reference to the contracted work.
- XI. If the personnel refuses to adopt the preventive measures or to follow the established procedures to avoid accidents or illnesses.
- XII. If the personnel arrives at the place of work under the effects of alcohol or under the influence of any narcotic or psychoactive drug save, in this last instance, in case of medical prescription.
- XIII. When a final and conclusive judgement sentences the personnel to prison preventing him or her from performing his or her work.
- XIV. Incurring in affronts or insults toward the users of the Corporation's services or repeatedly conducting themselves in an inattentive or discourteous manner in their presence
- XV. Incurring in the prohibitions set forth in Sections XXIV and XXV of Article 9 hereof; and
- XVI. Any actions which are analogous to the ones set forth in the previous sections that are equally serious and have similar consequences in relation to work.

**Article 31.-** In case of unjustified termination, personnel may demand that the corresponding compensation be given to them.

**Article 32.-** The following are causes for the termination of the labor relationship, without any responsibility by the personnel:

- I. If the Corporation deceives the personnel by offering him or her working conditions that do not correspond to the real ones. This cause for termination will cease to be valid after thirty days of the personnel providing his or her services.
- II. If the Corporation's Management or administrative personnel, or their families incur, during the course of work, in offenses of lack of probity or honesty, in acts of violence, threats, insults, bad treatment or other analogous behaviors toward the personnel or their spouses, parents, children or siblings.



- III. If the Corporation's Management or administrative personnel, or their families, outside of work, incur in any of the actions listed in the previous section, if the consequences are so serious as to make the continuation of the working relationship impossible.
- IV. If the Corporation incurs, in relation to salary, in the following actions:
  - a) Paying the personnel a salary that is lower than the one corresponding to them.
  - b) Not paying the salary on the agreed upon or usual date or place.
  - c) Making deductions from the wages for concepts not permitted by Law, the Individual Work Contract or these Regulations.
- V. Causing or permitting the existence of serious risks to the personnel's safety or health, either due to the absence of hygienic conditions in the establishment or through lack of compliance with the preventive safety measures established by Law.
- VI. If the Corporation compromises the safety of the establishment or of the persons inside it through inexcusable recklessness or carelessness; and
- VII. Any actions which are analogous to the ones set forth in the previous sections that are equally serious and have similar consequences in relation to work.

## CHAPTER X GENERAL ASPECTS.

**Article 33.-** Employees will enjoy a vacation period of six working days after one year of continuous service; for each subsequent year of service, this vacation period will increase by two working day increments until it reaches twelve days. After the fourth year, the vacation period will increase by two working day increments every five years of service. Vacations will be paid with a bonus of twenty five percent above the salaries corresponding to the vacations; the following table must be taken into account for the calculation of vacation days:

|                     |          |
|---------------------|----------|
| 1 year's seniority: | 6 days.  |
| 2 years' seniority: | 8 days.  |
| 3 years' seniority: | 10 days. |
| 4 years' seniority: | 12 days. |

After the fourth year, 2 days will be added for every five years of service.



**Article 34.-** In the case of unjustified absences from work, these absences may be deducted from the computable period of provision of services used to calculate vacations, reducing said vacations proportionately.

**Article 35.-** Vacations may not be compensated for through remuneration. If the work relationship ends before the year of service is completed, employees will have the right to compensation proportional to the time of the provided services.

**Article 36.-** Employees will receive a year-end bonus, equivalent to fifteen days of salary, which must be paid before the twentieth of December of every year.

**Article 37.-** Employees will enjoy a weekly rest of 1 day for every 6 days of work and will receive full payment for the seventh day.

México, D.F. October 1, 2012

EMPLOYER'S REPRESENTATIVE

Signed  
SERGIO JORGE MAURY RUIZ

WORKERS' REPRESENTATIVE

Signed  
IRMA KURI RODRIGUEZ

