

**Fill in this information to identify the case:**

Debtor AgileThought, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-11305

**Official Form 410  
Proof of Claim**

**04/22**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<p><b>1. Who is the current creditor?</b></p>	<p><u>See summary page</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor <u>Extend Solutions S.A. de C.V.</u></p>	
<p><b>2. Has this claim been acquired from someone else?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p><b>3. Where should notices and payments to the creditor be sent?</b></p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p><b>Where should notices to the creditor be sent?</b></p> <p>See summary page</p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p>Daniel S. Novelo Israel A. Novelo 3316 Jackson Ave. El Paso, Texas 79930, United States</p> <p>Contact phone <u>+52 552-755-2888</u></p> <p>Contact email <u>dnovelo@gmail.com</u></p>
<p><b>(see summary page for notice party information)</b></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</p> <p>_____</p>		
<p><b>4. Does this claim amend one already filed?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p><b>5. Do you know if anyone else has filed a proof of claim for this claim?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 2,640,854.44. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Promissory Notes for Earnout Payment

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/10/2023  
MM / DD / YYYY

/s/Daniel S. Novelo  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Daniel S. Novelo  
First name Middle name Last name

Title \_\_\_\_\_

Company Extend Solutions S.A. de C.V.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 3316 Jackson Ave., El Paso, Texas, 79930, United States

Contact phone 915-243-3446 Email dnovelo@gmail.com



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 548-5856 | International (781) 575-2073

<b>Debtor:</b> 23-11305 - AgileThought, Inc.				
<b>District:</b> District of Delaware				
<b>Creditor:</b> Daniel S. Novelo, Israel A. Novelo, José A. Torrero and Jorge R. Monterrubio  Prol. Paseo de la Reforma 627 - Suite 402 Col. Bosque de las Lomas  Ciudad de México , México , 01330 Mexico <b>Phone:</b> +52 552-755-2888 <b>Phone 2:</b> 915-243-3446 <b>Fax:</b>  <b>Email:</b> dnovelo@gmail.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>			
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>			
	<b>Filing Party:</b> Creditor			
<b>Disbursement/Notice Parties:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                     Daniel S. Novelo                      Israel A. Novelo                      3316 Jackson Ave.                       El Paso, Texas, 79930                      United States  <b>Phone:</b>                      915-243-3446  <b>Phone 2:</b>                      +52 552-755-2888  <b>Fax:</b>   <b>E-mail:</b>                      israelnovelo@outlook.com  <b>DISBURSEMENT ADDRESS</b> </td> <td style="width: 50%; border: none;">                     Israel A. Novelo                      3316 Jackson Ave.                       El Paso, Texas, 79930                      United States  <b>Phone:</b>                      915-243-3446  <b>Phone 2:</b>                      +52 552-755-2888  <b>Fax:</b>   <b>E-mail:</b>                      israelnovelo@outlook.com                 </td> </tr> </table>			Daniel S. Novelo Israel A. Novelo 3316 Jackson Ave.  El Paso, Texas, 79930 United States <b>Phone:</b> 915-243-3446 <b>Phone 2:</b> +52 552-755-2888 <b>Fax:</b>  <b>E-mail:</b> israelnovelo@outlook.com <b>DISBURSEMENT ADDRESS</b>	Israel A. Novelo 3316 Jackson Ave.  El Paso, Texas, 79930 United States <b>Phone:</b> 915-243-3446 <b>Phone 2:</b> +52 552-755-2888 <b>Fax:</b>  <b>E-mail:</b> israelnovelo@outlook.com
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<b>Other Names Used with Debtor:</b> Extend Solutions S.A. de C.V.	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No			
<b>Basis of Claim:</b> Promissory Notes for Earnout Payment	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>		
<b>Total Amount of Claim:</b> 2,640,854.44	<b>Includes Interest or Charges:</b> Yes			
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>			
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>			
<b>Submitted By:</b> Daniel S. Novelo on 10-Sep-2023 10:37:46 p.m. Eastern Time <b>Title:</b>  <b>Company:</b> Extend Solutions S.A. de C.V.				

**Optional Signature Address:**

Daniel S. Novelo  
Extend Solutions S.A. de C.V.  
3316 Jackson Ave.

El Paso, Texas, 79930  
United States

**Telephone Number:**

915-243-3446

**Email:**

dnovelo@gmail.com

PROMISSORY NOTE

\$2,284,590.07

Effective as of November 15, 2022

FOR VALUE RECEIVED, **AGILETHOUGHT, INC.**, a United States corporation ("Maker"), promises to pay to **Messrs. Daniel Samuel Novelo Trujillo, Israel Abraham Novelo Trujillo, José Antonio Torrero Diez and Jorge Ricardo Monterrubio López** (jointly referred to as the "Holder"), the principal sum of TWO MILLION TWO HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED NINETY DOLLARS AND 07/100, LEGAL CURRENCY OF THE UNITED STATES OF AMERICA (\$2,284,590.07), or any lesser amount that is the outstanding principal amount hereof, plus interest pursuant to the terms and conditions set forth in this Promissory Note (this "Note").

The following states the rights of Holder and the conditions to which this Note is subject, and to which Holder, by accepting this Note, agrees:

1. Interest; Payment Terms.

(a) Interest. Beginning on the date of this Note, interest will accrue on the unpaid principal amount of this Note outstanding from time to time at a rate of eleven percent (11%) per annum (the "Interest Rate"), computed on the basis of a 365-day year.

(b) Payment of Principal and Interest on Note. Maker shall pay in full to Holder on or before November 15, 2023 (the "Maturity Date").

2. Events of Default. The occurrence of any of the following events constitutes an "Event of Default" under this Note:

(a) Failure to Pay. Maker fails to make the payment when due under the terms of this Note no later than November 15, 2023.

(b) Involuntary Bankruptcy or Insolvency Proceedings. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of Maker or of all or a substantial part of the property of Maker, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Maker or the debts of Maker under any bankruptcy, insolvency or other similar law now or hereafter in effect are commenced and an order for relief entered or such proceeding is not dismissed or discharged within 90 days of such commencement; or

(c) Voluntary Bankruptcy or Insolvency Proceedings. Maker (i) applies for or consents to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) makes a general assignment for the benefit of its or any of its creditors, (iii) is dissolved or liquidated, (iv) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consents to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it.

3. Rights of Holder on Default; No Waiver. On the occurrence or existence of any Event of Default and at any time thereafter during the continuance of such Event of Default, Holder may declare

the outstanding principal balance plus all accrued interest payable by Maker to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are expressly waived. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Holder may exercise any other right, power or remedy permitted to it by law, either by suit in equity or by action at law, or both. The collection cost and associated attorney's fees, if necessary, shall be paid by Maker. Holder does not have the right to demand additional collateral. All of the rights, powers and remedies of Holder (including under this Note) shall be cumulative, and may be exercised independently, concurrently or successively in Holder's sole discretion. No waiver by Holder of any default shall operate as a waiver of any other default or of the same default on a future occasion.

4. Assignment. Neither this Note nor any of the rights, interests or obligations under this Note may be assigned or delegated, in whole or in part, by Maker or Holder without the prior written consent of the other party, and any purported assignment or delegation without such consent shall be void and ineffective; provided, however, this Note may be assigned by will or the law of descent and distribution to an individual who is an eligible shareholder of an S corporation.

Nevertheless, in the event that the Maker fails to comply with its payment obligations no later than November 15, 2023, the Holder will be entitled to assign or in any way transfer the rights in its favor arising from this Note without the authorization of the Marker.

5. Notices. Every notice, demand, consent, or other communication must be issued in writing at the address of the Party to whom the notice or notification is addressed and with acknowledgment of receipt or sent by courier or certified mail with acknowledgment of receipt or by email. The notification sent by courier will be considered made on the date it is received by the recipient. In this sense, the Parties indicate as their addresses, telephone numbers and emails the following:

If to Holder: [REDACTED]  
Emails: info@[REDACTED] and [REDACTED]

The aforementioned address is the same for each Holder, that is, Daniel Samuel Novelo Trujillo, Israel Abraham Novelo Trujillo, José Antonio Torrero Diez and Jorge Ricardo Monterrubio López.

If to Maker: 222 W. Las Colinas Blvd., Suite 1650E, Las Colinas, TX 75039. Telephone number: +5255 5258 1414. Email: [Diana.Abril@agilethought.com](mailto:Diana.Abril@agilethought.com)

Either Party may change its address for notice purposes by sending notice thereof to the other Party.

6. Usury. In the event any interest to be paid on this Note is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be either refunded to Maker or credited against the outstanding principal balance of the Note, at the election of Maker.

7. Expenses. In any mediation, arbitration, or legal proceeding arising out of or related to this Agreement, the non-prevailing party, as determined by a final order, judgment or decree, shall reimburse the prevailing party, on demand, for all costs expenses, and fees incurred by such prevailing party therein, including all reasonable attorney's fees.

8. Governing Law. This Note shall be governed and enforced in accordance with laws of

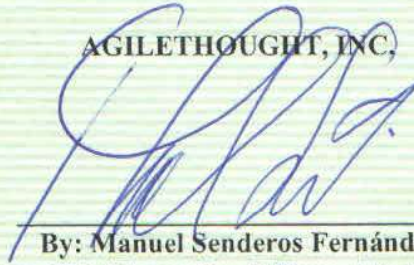
the State of Texas (without regard to conflicts of laws principles). Maker and Holder (i) consent to the personal jurisdiction of the state and federal courts having jurisdiction in Dallas, Texas, (ii) stipulate that the exclusive jurisdiction and venue for any legal proceeding arising out of this Note is the state and federal courts having jurisdiction in Dallas, Texas, and (iii) waive any defense, whether asserted by motion or pleading, that any such venue is an improper or inconvenient venue.

9. **Amendment; Severability.** An amendment of this Note will be valid and effective only if it is in writing and signed by both Maker and Holder. In case any one or more of the provisions contained in this Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such other provisions of this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10. This Note is related to the Debt Recognition and Reconversion Agreement entered into by and between Agilethought Inc., as the Debtor, and Messrs. Daniel Samuel Novelo Trujillo, Israel Abraham Novelo Trujillo, José Antonio Torrero Diez and Jorge Ricardo Monterrubio López, as the Creditors, on **November 15, 2022.**

IN WITNESS WHEREOF, Maker has caused this Note to be issued as of the date first written above.

AGILETHOUGHT, INC.



By: **Manuel Senderos Fernández**  
Position: **Chief Executive Officer -Attorney in Fact**



**DEBT RECOGNITION AND RECONVERSION AGREEMENT ENTERED INTO BY AND BETWEEN AGILETHOUGHT INC., AS THE DEBTOR, REPRESENTED HEREIN BY MR. MANUEL SENDEROS FERNÁNDEZ, HEREINAFTER REFERRED TO AS ("AT") AND MESSRS. DANIEL SAMUEL NOVELO TRUJILLO, ISRAEL ABRAHAM NOVELO TRUJILLO, JOSÉ ANTONIO TORRERO DIEZ AND JORGE RICARDO MONTERRUBIO LÓPEZ, ALL OF THEM IN THEIR OWN CAPACITY, HEREINAFTER JOINTLY REFERRED TO AS THE ("CREDITORS"), PURSUANT TO THE FOLLOWING BACKGROUND, REPRESENTATIONS AND SECTIONS:**

**RECITALS**

**FIRST.** On April 29, 2016, the Creditors and various shareholders of AT (formerly known as AGS Nasoft, S.A.P.I. de C.V.) and AT itself entered into a share option agreement (hereinafter the "**Option Agreement**"), attached hereto as "**Exhibit A**", by virtue of which the Creditors had the option to subscribe AT shares, in accordance with the terms and conditions of said Option Agreement.

**SECOND.** In the Second Section of Exhibit 1 of said Option Contract, an economic consideration was established in favor of the Creditors, in case of exceeding the limit of the total number of shares with subscription option.

**THIRD.** Likewise, the Creditors subscribed a total of 4,491 (four thousand four hundred and ninety-one) shares of AT, presenting a surplus in the limit of the total number of shares with subscription option and, therefore, they became creditors to the total amount of MXN \$59'718,196.00 (FIFTY-NINE MILLION SEVEN HUNDRED AND EIGHTEEN THOUSAND, ONE HUNDRED AND NINETY-SIX PESOS 00/100, LEGAL CURRENCY OF MEXICO).

**FOURTH.** By virtue of the foregoing, AT has executed several payments to the Creditors, for the total amount of MXN \$33'209,154.35 (THIRTY-THREE MILLION TWO HUNDRED NINE THOUSAND ONE HUNDRED AND FIFTY-FOUR PESOS 35/100, LEGAL CURRENCY OF MEXICO) plus the amount

**CONVENIO DE RECONOCIMIENTO Y RECONVERSIÓN DE ADEUDO QUE CELEBRAN POR UNA PARTE AGILETHOUGHT INC., COMO LA DEUDORA, REPRESENTADA EN ESTE ACTO POR EL SEÑOR MANUEL SENDEROS FERNÁNDEZ, EN LO SUCESIVO DENOMINADA COMO ("AT") Y POR SU PROPIO DERECHO LOS SEÑORES DANIEL SAMUEL NOVELO TRUJILLO, ISRAEL ABRAHAM NOVELO TRUJILLO, JOSÉ ANTONIO TORRERO DIEZ Y JORGE RICARDO MONTERRUBIO LÓPEZ, EN LO SUCESIVO DENOMINADOS CONJUNTAMENTE COMO LOS "ACREEDORES", AL TENOR DE LOS SIGUIENTES ANTECEDENTES, DECLARACIONES Y CLÁUSULAS:**

**ANTECEDENTES**

**PRIMERO.** Con fecha 29 de abril de 2016, los Acreedores y diversos accionistas de AT (antes denominada AGS Nasoft, S.A.P.I. de C.V.) y la propia AT celebraron un contrato de opción de suscripción de acciones (en lo sucesivo el "**Contrato de Opción**"), adjunto al presente como "**Anexo A**", por virtud de la cual, los Acreedores tenían la opción de suscribir acciones de AT, de conformidad con los términos y condiciones de dicho Contrato de Opción.

**SEGUNDO.** En la Cláusula Segunda del Anexo 1 de dicho Contrato de Opción, se estableció una contraprestación económica en favor de los Acreedores, en caso de exceder el límite del número total de acciones con opción a suscripción.

**TERCERO.** Asimismo, los Acreedores suscribieron un total de 4,491 (cuatro mil cuatrocientas noventa y un) acciones de AT, presentando un excedente en el límite del número total de acciones con opción a suscripción y, por lo tanto, se hicieron acreedores a la cantidad total de MXN \$59'718,196.00 (CINCUENTA Y NUEVE MILLONES SETECIENTOS DIECIOCHO MIL CIENTO NOVENTA Y SEIS PESOS 00/100, MONEDA DE CURSO LEGAL DE MÉXICO).

**CUARTO.** En virtud de lo anterior, AT ha realizado diversos pagos a los Acreedores, por la cantidad total de MXN \$33'209,154.35 (TREINTA Y TRES MILLONES DOSCIENTOS NUEVE MIL CIENTO CINCUENTA Y CUATRO PESOS 35/100, MONEDA DE CURSO LEGAL DE MÉXICO) más la cantidad de MXN

of MXN \$1'100,140.00 (ONE MILLION ONE HUNDRED THOUSAND ONE HUNDRED AND FOURTY 00/100, LEGAL CURRENCY OF MEXICO) of interest.

\$1'100,140.00 (UN MILLÓN CIEN MIL CIENTO CUARENTA PESOS 00/100 MONEDA DE CURSO LEGAL DE MÉXICO) de intereses.

### REPRESENTATIONS

### DECLARACIONES

**I.** AT declares, through its legal representative and under oath to tell the truth:

**I.** Declara AT, a través de su representante legal y bajo protesta de decir verdad:

**a)** That it is an existing and valid company in accordance with the Laws of the United States of America.

**a)** Que es una sociedad mercantil existente de conformidad con las Leyes de los Estados Unidos de América.

**b)** That it was incorporated as a Mexican company, under the name “Grupo Latinoamericano de Internet, S.A. de C.V.”, as set forth in public deed No. 90,956 dated April 14, 2000, granted before David Figueroa Márquez, notary public No. 57 of Mexico City; it was registered on May 16, 2000, under the mercantile record 262575 of the Public Registry of Property and Commerce of Mexico City.

**b)** Que se constituyó como una sociedad mercantil mexicana, bajo la denominación “Grupo Latinoamericano de Internet, S.A. de C.V.”, según consta en el instrumento público No. 90,956 de fecha 14 de abril de 2000, otorgada ante la fe del Lic. David Figueroa Márquez, notario público No. 57 de la Ciudad de México; se encuentra inscrita el día 16 de mayo de 2000, bajo el folio mercantil número 262575 del Registro Público de la Propiedad y del Comercio de la Ciudad de México.

**c)** That its name was amended to “AGS Nasoft México, S.A. de C.V.”, which is accredited with public deed No. 57,584 dated March 6, 2015, granted before Mauricio Martínez Rivera, Notary Public No. 96 of Mexico City; it was registered on March 23, 2015.

**c)** Que cambió su denominación por la de “AGS Nasoft México, S.A. de C.V.”, lo que se acredita con el instrumento público No. 57,584 de fecha 6 de marzo de 2015, otorgada ante la fe del Lic. Mauricio Martínez Rivera, Notario Público No. 96 de la Ciudad de México; se encuentra inscrita el día 23 de marzo de 2015.

**d)** That its name was amended to “AN Global IT, S.A.P.I. de C.V.”, which is accredited with public deed No. 70,041 dated September 27, 2017, granted before Erik Namur Campesino, Notary Public No. 94 of Mexico City; it was registered on March 5, 2018.

**d)** Que cambió su denominación por la de “AN Global IT, S.A.P.I. de C.V.”, lo que se acredita con el instrumento público No. 70,041 de fecha 27 de septiembre de 2017, otorgada ante la fe del Lic. Erik Namur Campesino, Notario Público No. 94 de la Ciudad de México; se encuentra inscrita el día 5 de marzo de 2018.

**e)** That on January 31, 2019 it ceased to exist as a Mexican company and began to exist as a company under the laws of the State of Delaware, United States of America, under the name "AN Global, Inc.", which is accredited with public deed No. 84,444.

**e)** Que con fecha 31 de enero de 2019 dejó de existir como una sociedad mercantil mexicana y comenzó a existir como una sociedad bajo las leyes del Estado de Delaware, Estados Unidos de América, denominándose “AN Global, Inc.”, lo que se acredita con el instrumento público No. 84,444.

**f)** That it amended its name to “AgileThought, Inc.” on October 22, 2019, which is accredited with the Certificate of Amendment issued by the Secretary of State of Delaware, USA.

**f)** Que cambió su denominación por la de “AgileThought, Inc.” con fecha 22 de octubre de 2019, lo que se acredita con el Certificate of Amendment expedido por el Secretario del Estado de Delaware, USA.

**g)** That its attorney in fact has the necessary and sufficient powers of attorney to bind it in terms of this agreement and that said powers and faculties have not been revoked, modified or limited in any way as of the date of execution of this agreement, which is accredited with public deed No. 94,836.

**II.** Each of the Creditors declares, in their own right and under oath to tell the truth:

**a)** Daniel Samuel Novelo Trujillo, is an individual of Mexican nationality, of legal age, in full use of their faculties, with full legal capacity to bind himself and conclude in the form and terms of this Agreement.

**b)** Israel Abraham Novelo Trujillo, is an individual of Mexican nationality, of legal age, in full use of their faculties, with full legal capacity to bind himself and conclude in the form and terms of this Agreement.

**c)** José Antonio Torrero Diez, is an individual of Mexican nationality, of legal age, in full use of their faculties, with full legal capacity to bind himself and conclude in the form and terms of this Agreement.

**d)** Jorge Ricardo Monterrubio López, is an individual of Mexican nationality, of legal age, in full use of their faculties, with full legal capacity to bind himself and conclude in the form and terms of this Agreement.

## SECTIONS

**FIRST.** The Parties herein agree to enter into this Agreement in order to recognize the remaining amount that AT shall pay to the CREDITORS derived from the Option Agreement established in the Background of this Agreement.

**SECOND.** By virtue of the foregoing Section, the Parties acknowledge and agree that, as of the date of the Option Agreement, AT has paid several amounts to the CREDITORS which expressly acknowledge and accept such payments, also acknowledging that the amount expressed as Debt (as said term is defined below) specified in the following clause, is the only amount that AT owes to the CREDITORS derived from the Option Agreement.

**THIRD.** By virtue of the foregoing Section, the Parties hereby agree to convert the remaining debt existing to date in charge of AT to Dollars, the legal currency of the

**g)** Que su apoderado cuenta con los poderes y facultades necesarias para obligarla en términos del presente convenio y que dichos poderes y facultades no le han sido revocados, modificados o limitados de manera alguna a la fecha de celebración del presente convenio, lo que se acredita con el instrumento público No. 94,836.

**II.** Declara cada uno de los Acreedores, por su propio derecho y bajo protesta de decir verdad:

**a)** Daniel Samuel Novelo Trujillo, es una persona física de nacionalidad mexicana, mayor de edad, en pleno uso de sus facultades, con plena capacidad jurídica para obligarse y celebrar en la forma y términos del presente Convenio.

**b)** Israel Abraham Novelo Trujillo, es una persona física de nacionalidad mexicana, mayor de edad, en pleno uso de sus facultades, con plena capacidad jurídica para obligarse y celebrar en la forma y términos del presente Convenio.

**c)** José Antonio Torrero Diez, es una persona física de nacionalidad mexicana, mayor de edad, en pleno uso de sus facultades, con plena capacidad jurídica para obligarse y celebrar en la forma y términos del presente Convenio.

**d)** Jorge Ricardo Monterrubio López, es una persona física de nacionalidad mexicana, mayor de edad, en pleno uso de sus facultades, con plena capacidad jurídica para obligarse y celebrar en la forma y términos del presente Convenio.

## CLÁUSULAS

**PRIMERA.** Las Partes en este acto acuerdan celebrar el presente Convenio con el objeto de reconocer el Adeudo remanente que AT deberá pagar a los ACREEDORES derivado del Contrato de Opción establecido en el Antecedente Primero del presente Convenio.

**SEGUNDA.** En virtud de la Cláusula que antecede, las Partes reconocen y aceptan que, a partir de la fecha del Contrato de Opción, AT ha realizado diversos pagos a los ACREEDORES, lo que éstos expresamente reconocen y aceptan dichos pagos, reconociendo que, la cantidad expresada como Adeudo especificada en la cláusula siguiente (según dicho término se define más adelante), es la única cantidad que a la fecha le adeuda AT a los ACREEDORES derivada del Contrato de Opción.

**TERCERA.** En virtud de la cláusula que antecede, las Partes en este acto acuerdan convertir el adeudo remanente existente a la fecha a cargo de AT a dólares, moneda de

United States of America, giving as the total amount of the Debt agreed upon and accepted by the Parties, the amount of USD \$2,284,590.07 (TWO MILLION TWO HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED NINETY DOLLARS AND 07/100, LEGAL CURRENCY OF THE UNITED STATES OF AMERICA) (hereinafter referred to as the "Debt"), plus the corresponding interest in accordance with Section Fourth hereto. AT is expressly obliged to pay the CREDITORS the Debt, as well as interest, which shall be paid to each of the CREDITORS in accordance with the following amounts and percentages:

**a)** To Mr. Daniel Samuel Novelo Trujillo, the total amount of USD \$1,411,191.29 (ONE MILLION FOUR HUNDRED ELEVEN THOUSAND ONE HUNDRED NINETY-ONE DOLLARS AND 29/100, LEGAL CURRENCY OF THE UNITED STATES OF AMERICA) that represents the 61.77% of the Debt.

**b)** To Mr. Israel Abraham Novelo Trujillo, the total amount of \$397,061.75 (THREE HUNDRED NINETY-SEVEN THOUSAND SIXTY-ONE DOLLARS AND 75/100, LEGAL CURRENCY OF THE UNITED STATES OF AMERICA) that represents the 17.38% of the Debt.

**c)** To Mr. José Antonio Torrero Diez, the total amount of \$335,834.74 (THREE HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND 74/100, LEGAL CURRENCY OF THE UNITED STATES OF AMERICA) that represents the 14.70% of the Debt.

**d)** To Mr. Jorge Ricardo Monterrubio López, the total amount of \$140,502.28 (ONE HUNDRED FOURTY THOUSAND FIVE HUNDRED TWO DOLLARS AND 28/100, LEGAL CURRENCY OF THE UNITED STATES OF AMERICA) that represents the 6.15% of the Debt.

The CREDITORS appoint the following bank accounts in the event that AT pays all or part of the Debt and the interest by wire transfer, in accordance with Section Five:

**a)** Of Mr. Daniel Samuel Novelo Trujillo:

Bank account number: [REDACTED] 9392.  
Bank name: Wise.

curso legal de los Estados Unidos de América, dando como monto total del adeudo convenido y aceptado por las Partes la cantidad de USD \$2,284,590.07 (DOS MILLONES DOSCIENTOS OCHENTA Y CUATRO MIL QUINIENTOS NOVENTA DÓLARES 07/100, MONEDA DE CURSO LEGAL DE LOS ESTADOS UNIDOS DE AMÉRICA), en lo sucesivo denominado como él ("Adeudo"), más los intereses correspondientes de conformidad con la Cláusula Cuarta del presente Convenio. AT se obliga expresamente a pagar a los ACREEDORES el Adeudo, así como los intereses, los cuales pagará a cada uno de los ACREEDORES de conformidad con el porcentaje que se menciona a continuación:

**a)** Al señor Daniel Samuel Novelo Trujillo, la cantidad total de \$1,411,191.29 (UN MILLÓN CUATROCIENTOS ONCE MIL CIENTO NOVENTA Y UN DÓLARES 29/100, MONEDA DE CURSO LEGAL DE LOS ESTADOS UNIDOS DE AMÉRICA) que representa el 61.77% del Adeudo.

**b)** Al señor Israel Abraham Novelo Trujillo, la cantidad total de \$397,061.75 (TRESCIENTOS NOVENTA Y SIETE MIL SESENTA Y UN DÓLARES 75/100, MONEDA DE CURSO LEGAL DE LOS ESTADOS UNIDOS DE AMÉRICA) que representa el 17.38% del Adeudo.

**c)** Al señor José Antonio Torrero Diez, la cantidad total de \$335,834.74 (TRESCIENTOS TREINTA Y CINCO MIL OCHOCIENTOS TREINTA Y CUATRO DÓLARES 74/100, MONEDA DE CURSO LEGAL DE LOS ESTADOS UNIDOS DE AMÉRICA) que representa el 14.70% del Adeudo.

**d)** Al señor Jorge Ricardo Monterrubio López, la cantidad total de \$140,502.28 (CIENTO CUARENTA MIL QUINIENTOS DOS DÓLARES 28/100, MONEDA DE CURSO LEGAL DE LOS ESTADOS UNIDOS DE AMÉRICA) que representa el 6.15% del Adeudo.

Los ACREEDORES señalan las siguientes cuentas bancarias para el caso de que AT pague total o parcialmente el Adeudo y los intereses mediante transferencia bancaria, de conformidad con la Cláusula Quinta:

**a)** Del señor Daniel Samuel Novelo Trujillo:

Número de cuenta bancaria: [REDACTED] 9392.  
Nombre del banco: Wise.

Routing number: 084009519.  
Account type: Checking.  
Bank address: 30 W. 26th Street, Sixth Floor, New York, NY 10010, United States of America.

Número de enrutamiento: 084009519.  
Tipo de cuenta: de cheques.  
Domicilio del banco: 30 W. 26th Street, Sixth Floor, New York, NY 10010, United States of America.

**b) Of Mr. Israel Abraham Novelo Trujillo:**

**b) Del señor Israel Abraham Novelo Trujillo:**

Bank account number: [REDACTED]9509.  
Bank name: Bank of America.  
Routing number: 111000025.  
Account type: Checking.

Número de cuenta bancaria: [REDACTED]9509.  
Nombre del banco: Bank of America.  
Número de enrutamiento: 111000025.  
Tipo de cuenta: de cheques.

**c) Of Mr. José Antonio Torrero Diez:**

**c) Del señor José Antonio Torrero Diez:**

Bank account number: [REDACTED]6990.  
Bank name: Wise.  
Routing number: 084009519.  
Account type: Checking.  
Bank address: 30 W. 26th Street, Sixth Floor, New York, NY 10010, United States of America.

Número de cuenta bancaria: [REDACTED]6990.  
Nombre del banco: Wise.  
Número de enrutamiento: 084009519.  
Tipo de cuenta: de cheques.  
Domicilio del banco: 30 W. 26th Street, Sixth Floor, New York, NY 10010, United States of America.

**d) Of Mr. Jorge Ricardo Monterrubio López:**

**d) Del señor Jorge Ricardo Monterrubio López:**

Bank account number: [REDACTED]1190.  
Bank name: BBVA Bancomer.  
Standardized Bank Code (CLABE): [REDACTED]1907.  
Account type: Checking.

Número de cuenta bancaria: [REDACTED]1190.  
Nombre del banco: BBVA Bancomer.  
Clave Bancaria Estandarizada (CLABE): [REDACTED]1907.  
Tipo de cuenta: de cheques.

**FOURTH.** By virtue of the foregoing, AT acknowledges and accepts to owe the CREDITORS the Debt, which will accrue an annual interest of 11% (ELEVEN PERCENT) on unpaid balances from the date of signing of this Agreement. and until full payment the Debt is made by AT to the CREDITORS.

**CUARTA.** En virtud de lo anterior, en este acto AT reconoce y acepta deber a los ACREEDORES el Adeudo, el cual devengará un interés anual del 11% (ONCE POR CIENTO) sobre saldos insolutos, a partir de la fecha de firma del presente Convenio y hasta en tanto se lleve a cabo el pago total del Adeudo por parte de AT a los ACREEDORES.

**FIFTH.** The Parties acknowledge and accept that the Debt and accrued interest shall be paid in full no later than a period of 1 (one) year from the date hereof, by wire transfers to the accounts indicated in Section Three above.

**QUINTA.** Las Partes en este acto reconocen y aceptan que el Adeudo y los intereses devengados deberán de ser pagado en su totalidad a más tardar en el periodo de 1 (un) año contado a partir de la fecha del presente Convenio, mediante transferencias bancarias a las cuentas señaladas en la Cláusula Tercera anterior.

The Parties acknowledge and agree that, in the event that the period indicated above is fulfilled and AT has not paid the CREDITORS, the total amount of the Debt and the interest agreed will be paid within the following 30 calendar days counted from the breach with “common shares of class A” of AT, taking as value of

Las Partes reconocen y aceptan que, en caso de que se cumpla el periodo señalado en el párrafo anterior y AT no hubiese pagado la totalidad del Adeudo e intereses pactados a los ACREEDORES, el Adeudo e intereses será pagados dentro de los 30 días naturales contados a partir del incumplimiento con “acciones comunes de la clase A” de AT, tomando como valor de las acciones el valor que

the shares the value resulting from using the Volume Weighted Moving Average Price (VWAP).

**SIXTH.** In order to guarantee the compliance with the payment of the Debt and interest agreed, AT signs and delivers to the CREDITORS a Promissory Note free of any charge or encumbrance, attached hereto as “**Exhibit B**”.

**SEVENTH.** At the signing of this Agreement, AT recognized and will pay the CREDITORS the amount of MXN \$650,000.00 (SIX HUNDRED AND FIFTY THOUSAND PESOS 00/100, LEGAL CURRENCY OF MEXICO) plus the value added tax or its equivalent in dollars, legal currency of the United States of America, due to the expenses that the latter have incurred for legal fees (attorneys) to reach the execution of this Agreement.

It should be noted that the amount indicated in the previous paragraph is not part of or included in the amount specified in the Third Section of this Agreement, which must be paid by AT upon the execution of this Agreement by wire transfer through to the following bank account indicated by the CREDITORS:

Account holder: iTrust, S. de R.L. de C.V.  
Bank account number: [REDACTED] 3385.  
Bank name: Banco Nacional de México, S.A.  
Standardized Bank Code (CLABE):  
[REDACTED] 3857.  
Account type: Checking.

**EIGHTH.** Neither Party may assign or in any other way transfer, in whole or in part, the rights and obligations derived from this Agreement, without the prior written consent of the other party. In the event that AT fails to comply with its payment obligations arising from this Agreement, the CREDITORS will be entitled to assign or in any way transfer the rights in its favor arising from this Agreement without the authorization of the other Party.

**NINTH.** For everything related to this Agreement, all notices, including notifications of a procedural nature, must be issued in writing at the address of the Party to whom the notice or notification is addressed and with acknowledgment of receipt or sent by courier or certified mail with acknowledgment of receipt or by email. The notification sent by courier will be

resulte de utilizar el *Volume Weighted Moving Average Price* (VWAP).

**SEXTA.** Con la finalidad de garantizar el cumplimiento del pago del Adeudo e intereses pactados, en este acto AT suscribe y entrega a Los Acreedores un “*Promissory Note*” libre de toda carga o gravamen, adjunto al presente como “**Anexo B**”.

**SÉPTIMA.** A la firma de este Convenio, AT reconoce y pagará a los ACREEDORES la cantidad de MXN \$650,000.00 (SEISCIENTOS CINCUENTA MIL PESOS 00/100, MONEDA DE CURSO LEGAL DE MÉXICO) más el impuesto al valor agregado, o su equivalente en dólares, moneda de curso legal de los Estados Unidos de América, con motivo de los gastos que estos últimos han incurrido por concepto de honorarios de abogados para alcanzar la celebración de este Convenio.

Cabe señalar que la cantidad señalada en el párrafo anterior no forma parte ni está incluida en el monto precisado en la Cláusula Tercera de este Convenio, la cual deberá pagar AT a la celebración de este Convenio a través de una transferencia bancaria a la siguiente cuenta bancaria que para tales efectos señalan los ACREEDORES:

Titular de la cuenta: iTrust, S. de R.L. de C.V.  
Número de cuenta bancaria: [REDACTED] 3385.  
Nombre del banco: Banco Nacional de México, S.A.  
Clave Bancaria Estandarizada (CLABE):  
[REDACTED] 3857.  
Tipo de cuenta: de cheques (pesos mexicanos).

**OCTAVA.** Las Partes no podrán ceder ni de cualquier otra forma transferir, en todo o en parte, los derechos y obligaciones derivados del presente Convenio, sin autorización previa y por escrito de la otra parte. En caso de que AT incumpla con las obligaciones de pago a su cargo derivadas de este Convenio, los ACREEDORES estarán facultados para ceder o de cualquier manera transferir los derechos a su favor derivados de este Convenio sin autorización de la otra Parte.

**NOVENA.** Para todo lo relativo al presente Convenio, todos los avisos, incluyendo las notificaciones de carácter procesal, deberán ser emitidas por escrito en el domicilio de la parte a quien va dirigido el aviso o notificación y con acuse de recibo o enviarse por mensajería o correo certificado con acuse de recibo, o bien, por correo electrónico. La notificación que se envíe por mensajería se

considered made on the date it is received by the recipient. In this sense, the Parties indicate as their addresses, telephone numbers and emails the following:

AT:

Address: 222 W. Las Colinas Blvd., Suite 1650E, Las Colinas, TX 75039.

Telephone number: +5255 5258 1414.

Email: [Diana.Abril@agilethought.com](mailto:Diana.Abril@agilethought.com)

CREDITORS:

[Redacted creditor information]

Any email will need to be sent to and include all of the emails noted above.

Any change to the aforementioned domiciles shall be notified in writing at least five business days prior to the date on which the change of domicile takes effect.

**TENTH.** This Agreement constitutes the entire agreement between the Parties, regarding the subject matter hereof, substituting and nullifying all previously existing agreements on the same matter, whether oral or written. Likewise, there are no guarantees, declarations, promises, or agreements between the Parties other than those expressly indicated in this Agreement.

**ELEVENTH.** The Parties declare that in this Agreement there has been no error, bad faith, fraud or injury to the detriment of any of them and undertake to fully comply with their obligations derived from this Agreement.

**TWELFTH.** Modifications to this Agreement for any reason shall be made with a prior written agreement signed by the Parties or their authorized representatives.

considerará hecha en la fecha en que sea recibida por el destinatario. En ese sentido, las partes señalan como sus domicilios, teléfonos y correos electrónicos los siguientes:

AT:

Domicilio: 222 W. Las Colinas Blvd., Suite 1650E, Las Colinas, TX 75039.

Teléfono: +5255 5258 1414.

Correo electrónico: [Diana.Abril@agilethought.com](mailto:Diana.Abril@agilethought.com)

ACREEDORES:

[Redacted creditor information]

Cualquier correo electrónico deberá enviarse e incluir todos los correos electrónicos que se señalan anteriormente.

Cualquier cambio a los domicilios antes señalados, deberá notificarse por escrito con cuando menos cinco días hábiles de anticipación a la fecha en que surta efectos el cambio de domicilio.

**DÉCIMA.** Este Convenio constituye el acuerdo integral entre las Partes, respecto de la materia objeto de éste, sustituyendo y dejando sin efectos todos los acuerdos existentes anteriormente sobre la misma materia, ya sean orales o escritos. Asimismo, no existen garantías, declaraciones, promesas, ni acuerdos entre las Partes distintas a los expresamente señalados en este Convenio.

**DÉCIMA PRIMERA.** Ambas partes declaran que en el presente Convenio no ha existido error, mala fe, dolo o lesión en perjuicio de ninguna de ellas y se comprometen a cumplir cabalmente con sus obligaciones derivado del presente Convenio.

**DÉCIMA SEGUNDA.** Las modificaciones al presente Convenio por cualquier concepto deberán hacerse previo acuerdo por escrito firmado por las Partes o los representantes autorizados de las mismas.

**THIRTEENTH.** In the event that either Party fails to take any action against the other to protect certain rights under this Agreement, such failure shall not be construed as a waiver of any other rights under this Agreement.

**FOURTEENTH.** AT binds to indemnify and to release and hold harmless the CREDITORS in case it has to initiate any legal actions in order to execute this Agreement. In said cases, AT shall pay the litigation expenses and legal fees incurred by the CREDITORS.

**FIFTEENTH.** This Agreement is executed in both, English and Spanish languages. Should any discrepancy arise between the two instruments, the English version shall prevail.

**SIXTEENTH.** The Parties state that their will is free of defects and in the event of interpretation, execution and compliance with this Agreement, they expressly submit to the legislation and competent courts of Dallas, Texas, United States of America, expressly renouncing any other jurisdiction that could correspond to them by reason of their present or future domiciles or any other cause.

THE PARTIES BEING AWARE OF THE CONTENT AND LEGAL SCOPE OF THIS AGREEMENT, SIGN IT IN, ALL OF THEM BY THEIR OWN RIGHT, ON **November 15, 2022** IN DALLAS, TEXAS, UNITED STATES OF AMERICA.

**DÉCIMA TERCERA.** En caso de que cualquiera de las Partes omita ejercer cualquier acción en contra de la otra para proteger ciertos derechos bajo este Convenio, dicha omisión no será interpretada como una renuncia a cualquier otro derecho derivado de este mismo Convenio.

**DÉCIMA CUARTA.** AT se obliga a indemnizar y sacar en paz y a salvo a los ACREEDORES en caso de que estos últimos tengan que iniciar acciones legales para exigir el cumplimiento del presente Convenio. En dichos casos, serán por cuenta de AT los gastos de litigio y honorarios de los abogados que deban pagarse para la defensa y ejercicio de acciones legales de los ACREEDORES.

**DÉCIMA QUINTA.** El presente Convenio se celebra tanto en inglés como en español. En caso de existir cualquier controversia derivada del mismo, prevalecerá la versión en inglés.

**DÉCIMA SEXTA** Las Partes manifiestan que su voluntad está libre de vicios y para el caso de interpretación, ejecución y cumplimiento del presente Convenio, se someten expresamente a la legislación y tribunales competentes de Dallas, Texas, Estados Unidos de América, renunciando expresamente a cualquier otro fuero que pudiera corresponderles en razón de sus domicilios presentes, futuros o cualquier otra causa.

ENTERADAS LAS PARTES DEL CONTENIDO Y ALCANCE LEGAL DEL PRESENTE CONVENIO, LO FIRMAN EN CINCO TANTOS, TODOS ELLOS POR SU PROPIO DERECHO, EL DÍA **15 de noviembre de 2022** EN DALLAS, TEXAS, ESTADOS UNIDOS DE AMÉRICA.

**AGILETHOUGHT, INC.**

**“ACREEDOR / CREDITOR”**

DocuSigned by:  
*Manuel Senderos Fernández*  
98F7D4297412499...


DocuSigned by:  
*[Signature]*  
FE399C9FDFCD41C...

**Por / By: Manuel Senderos Fernández**  
**Cargo / Position: Director General -**  
**Representante legal /**  
**Chief Executive Officer -Attorney in Fact**

**Daniel Samuel Novelo Trujillo**  
**Por su propio derecho / By its own right**



“ACREEDOR / CREDITOR”

DocuSigned by:  
  
ADA0B6B0660948E...

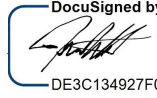
**Israel Abraham Novelo Trujillo**  
Por su propio derecho / By its own right

“ACREEDOR / CREDITOR”

DocuSigned by:  
  
141EBE655EE84E8...

**José Antonio Torrero Diez**  
Por su propio derecho / By its own right

“ACREEDOR / CREDITOR”

DocuSigned by:  
  
DE3C134927F0459...

**Jorge Ricardo Monterrubio López**  
Por su propio derecho / By its own right

THIS PAGE IS AN INTEGRAL PART OF THE DEBT RECOGNITION AND RECONVERSION AGREEMENT ENTERED INTO BY AND BETWEEN AGILETHOUGHT INC., AS THE DEBTOR, AND MESSRS. DANIEL SAMUEL NOVELO TRUJILLO, ISRAEL ABRAHAM NOVELO TRUJILLO, JOSÉ ANTONIO TORRERO DIEZ AND JORGE RICARDO MONTEERRUBIO LÓPEZ, AS THE CREDITORS, ON NOVEMBER 15, 2022.

ESTA PÁGINA FORMA PARTE INTEGRANTE DEL CONVENIO DE RECONOCIMIENTO Y RECONVERSIÓN DE ADEUDO AGILETHOUGHT INC., COMO LA DEUDORA, Y POR SU PROPIO DERECHO LOS SEÑORES DANIEL SAMUEL NOVELO TRUJILLO, ISRAEL ABRAHAM NOVELO TRUJILLO, JOSÉ ANTONIO TORRERO DIEZ Y JORGE RICARDO MONTEERRUBIO LÓPEZ, COMO LOS ACREEDORES, EL 15 DE NOVIEMBRE DE 2022.

PROMISSORY NOTE

\$98,627.79

Effective as of November 15, 2022

FOR VALUE RECEIVED, **AGILETHOUGHT, INC.**, a United States corporation ("Maker"), promises to pay to **Extend Solutions, S.A. de C.V.**, a Mexican corporation, ("Holder"), the principal sum of NINETY-EIGHT THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS AND 79/100, LEGAL CURRENCY OF THE UNITED STATES OF AMERICA (\$98,627.79), or any lesser amount that is the outstanding principal amount hereof, plus interest pursuant to the terms and conditions set forth in this Promissory Note (this "Note").

The following states the rights of Holder and the conditions to which this Note is subject, and to which Holder, by accepting this Note, agrees:

1. Interest; Payment Terms.

(a) Interest. Beginning on the date of this Note, interest will accrue on the unpaid principal amount of this Note outstanding from time to time at a rate of eleven percent (11%) per annum (the "Interest Rate"), computed on the basis of a 365-day year.

(b) Payment of Principal and Interest on Note. Maker shall pay in full to Holder on or before November 15, 2023 (the "Maturity Date").

2. Events of Default. The occurrence of any of the following events constitutes an "Event of Default" under this Note:

(a) Failure to Pay. Maker fails to make the payment when due under the terms of this Note no later than November 15, 2023.

(b) Involuntary Bankruptcy or Insolvency Proceedings. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of Maker or of all or a substantial part of the property of Maker, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Maker or the debts of Maker under any bankruptcy, insolvency or other similar law now or hereafter in effect are commenced and an order for relief entered or such proceeding is not dismissed or discharged within 90 days of such commencement; or

(c) Voluntary Bankruptcy or Insolvency Proceedings. Maker (i) applies for or consents to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) makes a general assignment for the benefit of its or any of its creditors, (iii) is dissolved or liquidated, (iv) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consents to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it.

3. Rights of Holder on Default; No Waiver. On the occurrence or existence of any Event of Default and at any time thereafter during the continuance of such Event of Default, Holder may declare the outstanding principal balance plus all accrued interest payable by Maker to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are expressly

waived. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Holder may exercise any other right, power or remedy permitted to it by law, either by suit in equity or by action at law, or both. The collection cost and associated attorney's fees, if necessary, shall be paid by Maker. Holder does not have the right to demand additional collateral. All of the rights, powers and remedies of Holder (including under this Note) shall be cumulative, and may be exercised independently, concurrently or successively in Holder's sole discretion. No waiver by Holder of any default shall operate as a waiver of any other default or of the same default on a future occasion.

4. Assignment. Neither this Note nor any of the rights, interests or obligations under this Note may be assigned or delegated, in whole or in part, by Maker or Holder without the prior written consent of the other party, and any purported assignment or delegation without such consent shall be void and ineffective; provided, however, this Note may be assigned by will or the law of descent and distribution to an individual who is an eligible shareholder of an S corporation.

Nevertheless, in the event that the Maker fails to comply with its payment obligations no later than November 15, 2023, the Holder will be entitled to assign or in any way transfer the rights in its favor arising from this Note without the authorization of the Marker.

5. Notices. Every notice, demand, consent, or other communication must be issued in writing at the address of the Party to whom the notice or notification is addressed and with acknowledgment of receipt or sent by courier or certified mail with acknowledgment of receipt or by email. The notification sent by courier will be considered made on the date it is received by the recipient. In this sense, the Parties indicate as their addresses, telephone numbers and emails the following:

If to Holder: [REDACTED]  
Emails: info@[REDACTED] and [REDACTED]

If to Maker: 222 W. Las Colinas Blvd., Suite 1650E, Las Colinas, TX 75039. Telephone number: +5255 5258 1414. Email: [Diana.Abril@agilethought.com](mailto:Diana.Abril@agilethought.com)

Either Party may change its address for notice purposes by sending notice thereof to the other Party.

6. Usury. In the event any interest to be paid on this Note is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be either refunded to Maker or credited against the outstanding principal balance of the Note, at the election of Maker.

7. Expenses. In any mediation, arbitration, or legal proceeding arising out of or related to this Agreement, the non-prevailing party, as determined by a final order, judgment or decree, shall reimburse the prevailing party, on demand, for all costs expenses, and fees incurred by such prevailing party therein, including all reasonable attorney's fees.


8. Governing Law. This Note shall be governed and enforced in accordance with laws of the State of Texas (without regard to conflicts of laws principles). Maker and Holder (i) consent to the personal jurisdiction of the state and federal courts having jurisdiction in Dallas, Texas, (ii) stipulate that the exclusive jurisdiction and venue for any legal proceeding arising out of this Note is the state and federal courts having jurisdiction in Dallas, Texas, and (iii) waive any defense, whether asserted by motion or pleading, that any such venue is an improper or inconvenient venue.

9. Amendment; Severability. An amendment of this Note will be valid and effective only if it is in writing and signed by both Maker and Holder. In case any one or more of the provisions contained in this Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such other provisions of this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10. This Note is linked and related to the Debt Recognition and Reconversion Agreement entered into by and between AN Extend, S.A. de C.V., and Extend Solutions, S.A. de C.V., also with the presence of Agilethought Inc., as a joint and several obligor, on **November 15, 2022**.

IN WITNESS WHEREOF, Maker has caused this Note to be issued as of the date first written above.

**AGILETHOUGHT, INC.**



**By: Manuel Senderos Fernández**  
**Position: Chief Executive Officer -Attorney in Fact**

**DEBT RECOGNITION AND RECONVERSION AGREEMENT ENTERED INTO BY AND BETWEEN AN EXTEND, S.A. DE C.V., REPRESENTED HEREIN BY MR. MANUEL SENDEROS FERNÁNDEZ, HEREINAFTER REFERRED TO AS (“AN EXTEND”) AND EXTEND SOLUTIONS, S.A. DE C.V., REPRESENTED HEREIN BY MR. DANIEL SAMUEL NOVELO TRUJILLO, HEREINAFTER REFERRED TO AS (“EXTEND SOLUTIONS”), ALSO WITH THE PRESENCE OF AGILETHOUGHT INC., AS A JOINT AND SEVERAL OBLIGOR, REPRESENTED HEREIN BY MR. MANUEL SENDEROS FERNÁNDEZ, HEREINAFTER REFERRED TO AS (“AT”), PURSUANT TO THE FOLLOWING BACKGROUND, REPRESENTATIONS AND SECTIONS:**

#### **RECITALS**

**SOLE.-** On April 29, 2016, AN EXTEND and EXTEND SOLUTIONS entered into an assignment of rights and non-competition agreement (hereinafter the "**Assignment Agreement**"), attached hereto as "**Exhibit A**", by virtue of which , EXTEND SOLUTIONS transferred to AN EXTEND the commercial relationships identified in Exhibit 1.11 of said Assignment Agreement, establishing as consideration for said assignment the amount that resulted from applying the formula set forth in Exhibit A of the Assignment Agreement.

#### **REPRESENTATIONS**

**I.** AN EXTEND declares, through its legal representative and under oath to tell the truth:

**a)** That it is an existing and valid company legally incorporated in accordance with the Laws of Mexico, as stated in public deed No. 3,250 dated November 17, 2015, granted before Mr. Guillermo Villareal Torres, Public Broker No. 11 of Mexico City; it was registered on February 11, 2016, under the mercantile record 550796-1 of the Public Registry of Property and Commerce of Mexico City.

**b)** That its legal representative has the necessary and sufficient powers of attorney to bind it in terms of this agreement and that said powers and faculties have not

**CONVENIO DE RECONOCIMIENTO Y RECONVERSIÓN DE ADEUDO QUE CELEBRAN POR UNA PARTE AN EXTEND, S.A. DE C.V., REPRESENTADA EN ESTE ACTO POR EL SEÑOR MANUEL SENDEROS FERNÁNDEZ, EN LO SUCESIVO DENOMINADA (“AN EXTEND”) Y EXTEND SOLUTIONS, S.A. DE C.V., REPRESENTADA EN ESTE ACTO POR EL SEÑOR DANIEL SAMUEL NOVELO TRUJILLO, EN LO SUCESIVO DENOMINADA COMO (“EXTEND SOLUTIONS”), CON LA COMPARECENCIA, EN SU CARÁCTER DE OBLIGADO SOLIDARIO, DE AGILETHOUGHT INC., REPRESENTADA EN ESTE ACTO POR EL SEÑOR MANUEL SENDEROS FERNÁNDEZ, EN LO SUCESIVO DENOMINADA COMO (“AT”), AL TENOR DEL SIGUIENTE ANTECEDENTE, DECLARACIONES Y CLÁUSULAS:**

#### **ANTECEDENTE**

**ÚNICO.-** Con fecha 29 de abril de 2016, AN EXTEND y EXTEND SOLUTIONS celebraron un contrato de cesión de derechos y de no competencia (en lo sucesivo el "**Contrato de Cesión**"), adjunto al presente como "**Anexo A**", por virtud de la cual, EXTEND SOLUTIONS cedió a AN EXTEND las relaciones comerciales identificadas en el Anexo 1.11 de dicho Contrato de Cesión, estableciendo como contraprestación por dicha cesión la cantidad resultante de la fórmula establecida en el Anexo A del Contrato de Cesión.

#### **DECLARACIONES**

**I.** Declara AN EXTEND, a través de su representante legal y bajo protesta de decir verdad:

**a)** Que es una sociedad mercantil existente y legalmente constituida de conformidad con las Leyes de México, según consta en el instrumento público No. 3,250 de fecha 17 de noviembre de 2015, otorgada ante la fe del Lic. Guillermo Villareal Torres, Corredor Público No.11 de la Ciudad de México; se encuentra inscrita el día 11 de febrero de 2016, bajo el folio mercantil número electrónico 550796-1 del Registro Público de la Propiedad y del Comercio de la Ciudad de México.

**b)** Que su representante legal cuenta con los poderes y facultades necesarias para obligarla en términos del presente convenio y que dichos poderes y facultades no le

been revoked, modified or limited in any way as of the date of execution of this agreement, which is accredited with public deed mentioned above duly apostilled.

**II. EXTEND SOLUTIONS** declares, through its legal representative and under oath to tell the truth:

**a)** That it is an existing and valid company legally incorporated in accordance with the Laws of Mexico, as stated in public deed No. 10,368 dated August 27, 2004, granted before Mariano G. Morales Martínez, Public Notary No. 90 of Monterrey, Nuevo León; it was registered under the mercantile record 90264\*1 of the Public Registry of Property and Commerce of Monterrey, Nuevo León.

**b)** That its legal representative has the necessary and sufficient powers of attorney to bind it in terms of this agreement and that said powers and faculties have not been revoked, modified or limited in any way as of the date of execution of this Agreement, which is accredited with public deed mentioned above duly apostilled.

**III. AT** declares, through its legal representative and under oath to tell the truth:

**a)** That it is an existing and valid company in accordance with the Laws of the United States of America.

**b)** That it was incorporated as a Mexican company, under the name “Grupo Latinoamericano de Internet, S.A. de C.V.”, as set forth in public deed No. 90,956 dated April 14, 2000, granted before David Figueroa Márquez, notary public No. 57 of Mexico City; it was registered on May 16, 2000, under the mercantile record 262575 of the Public Registry of Property and Commerce of Mexico City.

**c)** That its name was amended to “AGS Nasoft México, S.A. de C.V.”, which is accredited with public deed No. 57,584 dated March 6, 2015, granted before Mauricio Martínez Rivera, Notary Public No. 96 of Mexico City; it was registered on March 23, 2015.

**d)** That its name was amended to “AN Global IT, S.A.P.I. de C.V.”, which is accredited with public deed

han sido revocados, modificados o limitados de manera alguna a la fecha de celebración del presente convenio, lo que se acredita con el instrumento mencionado en el inciso inmediato anterior debidamente apostillado.

**II. Declara EXTEND SOLUTIONS**, a través de su representante legal y bajo protesta de decir verdad:

**a)** Que es una sociedad mercantil existente y legalmente constituida de conformidad con las Leyes de México, según consta en el instrumento público No. 10,368 de fecha 27 de agosto de 2004 otorgada ante la fe del Lic. Mariano G. Morales Martínez, Notario Público No. 90 de la Ciudad de Monterrey; se encuentra inscrita bajo el folio mercantil número 90264\*1 del Registro Público de la Propiedad y del Comercio de la ciudad de Monterrey, Nuevo León.

**b)** Que su representante legal cuenta con los poderes y facultades necesarias para obligarla en términos del presente convenio y que dichos poderes y facultades no le han sido revocados, modificados o limitados de manera alguna a la fecha de celebración del presente Convenio. lo que se acredita con el instrumento mencionado en el inciso inmediato anterior debidamente apostillado.

**III. Declara AT**, a través de su representante legal y bajo protesta de decir verdad:

**a)** Que es una sociedad mercantil existente de conformidad con las Leyes de los Estados Unidos de América.

**b)** Que se constituyó como una sociedad mercantil mexicana, bajo la denominación “Grupo Latinoamericano de Internet, S.A. de C.V.”, según consta en el instrumento público No. 90,956 de fecha 14 de abril de 2000, otorgada ante la fe del Lic. David Figueroa Márquez, notario público No. 57 de la Ciudad de México; se encuentra inscrita el día 16 de mayo de 2000, bajo el folio mercantil número 262575 del Registro Público de la Propiedad y del Comercio de la Ciudad de México.

**c)** Que cambió su denominación por la de “AGS Nasoft México, S.A. de C.V.”, lo que se acredita con el instrumento público No. 57,584 de fecha 6 de marzo de 2015, otorgada ante la fe del Lic. Mauricio Martínez Rivera, Notario Público No. 96 de la Ciudad de México; se encuentra inscrita el día 23 de marzo de 2015.

**d)** Que cambió su denominación por la de “AN Global IT, S.A.P.I. de C.V.”, lo que se acredita con el instrumento

No. 70,041 dated September 27, 2017, granted before Erik Namur Campesino, Notary Public No. 94 of Mexico City; it was registered on March 5, 2018.

e) That on January 31, 2019 it ceased to exist as a Mexican company and began to exist as a company under the laws of the State of Delaware, United States of America, under the name "AN Global, Inc.", which is accredited with public deed No. 84,444.

f) That it amended its name to "AgileThought, Inc." on October 22, 2019, which is accredited with the Certificate of Amendment issued by the Secretary of State of Delaware, USA.

g) That its attorney in fact has the necessary and sufficient powers of attorney to bind it in terms of this agreement and that said powers and faculties have not been revoked, modified or limited in any way as of the date of execution of this agreement, which is accredited with public deed No. 94,836.

público No. 70,041 de fecha 27 de septiembre de 2017, otorgada ante la fe del Lic. Erik Namur Campesino, Notario Público No. 94 de la Ciudad de México; se encuentra inscrita el día 5 de marzo de 2018.

e) Que con fecha 31 de enero de 2019 dejó de existir como una sociedad mercantil mexicana y comenzó a existir como una sociedad bajo las leyes del Estado de Delaware, Estados Unidos de América, denominándose "AN Global, Inc.", lo que se acredita con el instrumento público No. 84,444.

f) Que cambió su denominación por la de "AgileThought, Inc." con fecha 22 de octubre de 2019, lo que se acredita con el Certificate of Amendment expedido por el Secretario del Estado de Delaware, USA.

g) Que su apoderado cuenta con los poderes y facultades necesarias para obligarla en términos del presente convenio y que dichos poderes y facultades no le han sido revocados, modificados o limitados de manera alguna a la fecha de celebración del presente convenio, lo que se acredita con el instrumento público No. 94,836.

## SECTIONS

**FIRST.** The Parties herein agree to enter into this Agreement in order to recognize the remaining amount debt that AN EXTEND shall pay to EXTEND SOLUTIONS derived from the Assignment Agreement established in the Background of this Agreement.

**SECOND.** By virtue of the foregoing Section, the Parties acknowledge and agree that, as of the date of the Assignment Agreement, AN EXTEND has paid several amounts to the EXTEND SOLUTIONS for a total amount of MXN \$41,771,814.41 (FOURTY-ONE MILLION SEVEN HUNDRED AND SEVENTY-ONE THOUSAND EIGHT HUNDRED AND FOURTEEN PESOS 41/100, LEGAL CURRENCY OF MEXICO) which EXTEND SOLUTIONS expressly acknowledge and accept such payments, also acknowledging that the amount expressed as Debt (as said term is defined below) specified in the following clause, is the only amount that AN EXTEND owes to EXTEND SOLUTIONS derived from the Assignment Agreement.

**THIRD.** By virtue of the foregoing Section, the Parties hereby agree to convert the remaining debt existing to date in charge of AN EXTEND to Dollars, the legal currency of the United States of America, giving as the

## CLÁUSULAS

**PRIMERA.** Las Partes en este acto acuerdan celebrar el presente Convenio con el objeto de reconocer el adeudo remanente que AN EXTEND deberá pagar a EXTEND SOLUTIONS derivado del Contrato de Cesión establecido en el Antecedente Único del presente Convenio.

**SEGUNDA.** En virtud de la Cláusula que antecede, las Partes reconocen y aceptan que, a partir de la fecha del Contrato de Cesión, AN EXTEND ha realizado diversos pagos a EXTEND SOLUTIONS, por un monto total de MXN \$41,771,814.41 (CUARENTA Y UN MILLONES SETECIENTOS SETENTA Y UN MIL OCHOCIENTOS CATORCE PESOS 41/100, MONEDA DE CURSO LEGAL DE MÉXICO) lo que éstos expresamente reconocen y aceptan dichos pagos, reconociendo que, la cantidad expresada como Adeudo especificada en la cláusula siguiente (según dicho término se define más adelante), es la única cantidad que a la fecha le adeuda AN EXTEND a EXTEND SOLUTIONS derivada del Contrato de Cesión.

**TERCERA.** En virtud de la cláusula que antecede, las Partes en este acto acuerdan convertir el adeudo remanente existente a la fecha a cargo de AN EXTEND a dólares, moneda de curso legal de los Estados Unidos de América,

total amount of the Debt agreed upon and accepted by the Parties, the amount of USD \$98,627.79 (NINETY-EIGHT THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS AND 79/100, LEGAL CURRENCY OF THE UNITED STATES OF AMERICA) plus the value added tax (hereinafter referred to as the "Debt"), plus the corresponding interest in accordance with Section Fourth hereto. AN EXTEND is expressly obliged to pay EXTEND SOLUTIONS the Debt, as well as interest, in the terms established in this Agreement.

**FOURTH.** By virtue of the foregoing, AN EXTEND acknowledges and accepts to owe EXTEND SOLUTIONS the Debt, which will accrue an annual interest of 11% (ELEVEN PERCENT) on unpaid balances from the date of signing of this Agreement. and until full payment the Debt is made by AN EXTEND to EXTEND SOLUTIONS.

**FIFTH.** The Parties acknowledge and accept that the Debt and accrued interest shall be paid in full no later than a period of 1 (one) year from the date hereof, by wire transfer to the following bank account indicated by the legal representative of EXTEND SOLUTIONS:

Account holder: Extend Solutions S.A. de C.V.  
Bank account number: [REDACTED]1271.  
Bank name: Banco Nacional de México, S.A.  
Standardized Bank Code (CLABE):  
[REDACTED]2713.  
Account type: Checking USD.  
SWIFT: BNMXXMMXXX.

The Parties acknowledge and agree that, in the event that the period indicated above is fulfilled and AN EXTEND has not paid to EXTEND SOLUTIONS, the total amount of the Debt and the interest agreed will be paid within the following 30 calendar days counted from the breach with "common shares of class A" of AT, taking as value of the shares the value resulting from using the Volume Weighted Moving Average Price (VWAP).

**SIXTH.** In order to guarantee the compliance with the payment obligations of AN EXTEND, AT is constitutes as a joint and several obligor of AN EXTEND, in front of and in favor of EXTEND SOLUTIONS and obliges

dando como monto total del adeudo convenido y aceptado por las Partes la cantidad de USD \$98,627.79 (NOVENTA Y OCHO MIL SEISCIENTOS VEINTISIETE DÓLARES 79/100, MONEDA DE CURSO LEGAL DE LOS ESTADOS UNIDOS DE AMÉRICA) más el impuesto al valor agregado, en lo sucesivo denominado como él ("Adeudo"), más los intereses correspondientes de conformidad con la Cláusula Cuarta del presente Convenio. AN EXTEND se obliga expresamente a pagar a EXTEND SOLUTIONS el Adeudo, así como los intereses en los términos establecidos en este Convenio.

**CUARTA.** En virtud de lo anterior, en este acto AN EXTEND reconoce y acepta deber a EXTEND SOLUTIONS el Adeudo, el cual devengará un interés anual del 11% (ONCE POR CIENTO) sobre saldos insolutos, a partir de la fecha de firma del presente Convenio y hasta en tanto se lleve a cabo el pago total del Adeudo por parte de AN EXTEND a EXTEND SOLUTIONS.

**QUINTA.** Las Partes en este acto reconocen y aceptan que el Adeudo y los intereses devengados deberán de ser pagado en su totalidad a más tardar en el periodo de 1 (un) año contado a partir de la fecha del presente Convenio, mediante transferencia bancaria a la siguiente cuenta que para tales efectos señale el representante legal de EXTEND SOLUTIONS:

Titular de la cuenta: Extend Solutions S.A. de C.V.  
Número de cuenta bancaria: [REDACTED]1271.  
Nombre del banco: Banco Nacional de México, S.A.  
Clave Bancaria Estandarizada (CLABE):  
[REDACTED]2713.  
Tipo de cuenta: de cheques (dólares).  
SWIFT: BNMXXMMXXX.

Las Partes reconocen y aceptan que, en caso de que se cumpla el periodo señalado en el párrafo anterior y AN EXTEND no hubiese pagado la totalidad del Adeudo e intereses pactados a EXTEND SOLUTIONS, el Adeudo e intereses será pagados dentro de los 30 días naturales contados a partir del incumplimiento con "acciones comunes de la clase A" de AT, tomando como valor de las acciones el valor que resulte de utilizar el *Volume Weighted Moving Average Price* (VWAP).

**SEXTA.** A efecto de garantizar las obligaciones de pago de AN EXTEND, AT se constituye en este acto como obligado solidario de AN EXTEND, frente y a favor de EXTEND SOLUTIONS y se obliga indistintamente al fiel



itself indistinctly to the faithful and punctual fulfillment of all the payment obligations of AN EXTEND derived from this Agreement. Therefore, AT signs and delivers to EXTEND SOLUTIONS a Promissory Note free of any charge or encumbrance, attached hereto as "**Exhibit B**".

**SEVENTH.** Neither Party may assign or in any other way transfer, in whole or in part, the rights and obligations derived from this Agreement, without the prior written consent of the other party. In the event that AN EXTEND fails to comply with its payment obligations arising from this Agreement, EXTEND SOLUTIONS will be entitled to assign or in any way transfer the rights in its favor arising from this Agreement without the authorization of the other Parties.

**EIGHTH.** For everything related to this Agreement, all notices, including notifications of a procedural nature, must be issued in writing at the address of the Party to whom the notice or notification is addressed and with acknowledgment of receipt or sent by courier or certified mail with acknowledgment of receipt or by email. The notification sent by courier will be considered made on the date it is received by the recipient. In this sense, the Parties indicate as their addresses, telephone numbers and emails the following:

AN EXTEND:

Address: 222 W. Las Colinas Blvd., Suite 1650E, Las Colinas, TX 75039.

Telephone number: +5255 5258 1414.

Email: [Diana.Abril@agilethought.com](mailto:Diana.Abril@agilethought.com)

AT:

Address: 222 W. Las Colinas Blvd., Suite 1650E, Las Colinas, TX 75039.

Telephone number: +5255 5258 1414.

Email: [Diana.Abril@agilethought.com](mailto:Diana.Abril@agilethought.com)

EXTEND SOLUTIONS:

Address: [REDACTED]

y puntual cumplimiento de todas las obligaciones a su cargo derivadas del presente Convenio. Por lo que en este acto AT suscribe y entrega a EXTEND SOLUTIONS un "*Promissory Note*" libre de toda carga o gravamen, adjunto al presente como "**Anexo B**".

**SÉPTIMA.** Las Partes no podrán ceder ni de cualquier otra forma transferir, en todo o en parte, los derechos y obligaciones derivados del presente Convenio, sin autorización previa y por escrito de la otra parte. En caso de que AN EXTEND incumpla con las obligaciones de pago a su cargo derivadas de este Convenio, EXTEND SOLUTIONS estará facultada para ceder o de cualquier manera transferir los derechos a su favor derivados de este Convenio sin autorización de las otras Partes.

**OCTAVA.** Para todo lo relativo al presente Convenio, todos los avisos, incluyendo las notificaciones de carácter procesal, deberán ser emitidas por escrito en el domicilio de la parte a quien va dirigido el aviso o notificación y con acuse de recibo o enviarse por mensajería o correo certificado con acuse de recibo, o bien, por correo electrónico. La notificación que se envíe por mensajería se considerará hecha en la fecha en que sea recibida por el destinatario. En ese sentido, las partes señalan como sus domicilios, teléfonos y correos electrónicos los siguientes:

AN EXTEND:

Domicilio: 222 W. Las Colinas Blvd., Suite 1650E, Las Colinas, TX 75039.

Teléfono: +5255 5258 1414.

Correo electrónico: [Diana.Abril@agilethought.com](mailto:Diana.Abril@agilethought.com)

AT:

Domicilio: 222 W. Las Colinas Blvd., Suite 1650E, Las Colinas, TX 75039.

Teléfono: +5255 5258 1414.

Correo electrónico: [Diana.Abril@agilethought.com](mailto:Diana.Abril@agilethought.com)

EXTEND SOLUTIONS:

Domicilio: [REDACTED]

Telephone number: [REDACTED]

Teléfono: [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

Any email will need to be sent to and include all of the emails noted above.

Cualquier correo electrónico deberá enviarse e incluir todos los correos electrónicos que se señalan anteriormente.

Any change to the aforementioned domiciles shall be notified in writing at least five business days prior to the date on which the change of domicile takes effect.

Cualquier cambio a los domicilios antes señalados, deberá notificarse por escrito con cuando menos cinco días hábiles de anticipación a la fecha en que surta efectos el cambio de domicilio.

**NINTH.** This Agreement constitutes the entire agreement between the Parties, regarding the subject matter hereof, substituting and nullifying all previously existing agreements on the same matter, whether oral or written. Likewise, there are no guarantees, declarations, promises, or agreements between the Parties other than those expressly indicated in this Agreement.

**NOVENA.** Este Convenio constituye el acuerdo integral entre las Partes, respecto de la materia objeto de éste, sustituyendo y dejando sin efectos todos los acuerdos existentes anteriormente sobre la misma materia, ya sean orales o escritos. Asimismo, no existen garantías, declaraciones, promesas, ni acuerdos entre las Partes distintas a los expresamente señalados en este Convenio.

**TENTH.** The Parties declare that in this Agreement there has been no error, bad faith, fraud or injury to the detriment of any of them and undertake to fully comply with their obligations derived from this Agreement.

**DÉCIMA.** Ambas partes declaran que en el presente Convenio no ha existido error, mala fe, dolo o lesión en perjuicio de ninguna de ellas y se comprometen a cumplir cabalmente con sus obligaciones derivado del presente Convenio.

**ELEVENTH.** Modifications to this Agreement for any reason shall be made with a prior written agreement signed by the Parties or their authorized representatives.

**DÉCIMA PRIMERA.** Las modificaciones al presente Convenio por cualquier concepto deberán hacerse previo acuerdo por escrito firmado por las Partes o los representantes autorizados de las mismas.

**TWELFTH.** In the event that either Party fails to take any action against the other to protect certain rights under this Agreement, such failure shall not be construed as a waiver of any other rights under this Agreement.

**DÉCIMA SEGUNDA.** En caso de que cualquiera de las Partes omita ejercer cualquier acción en contra de la otra para proteger ciertos derechos bajo este Convenio, dicha omisión no será interpretada como una renuncia a cualquier otro derecho derivado de este mismo Convenio.

**THIRTEENTH.** AN EXTEND and AT bind themselves to indemnify and to release and hold harmless EXTEND SOLUTIONS in case it has to initiate any legal actions in order to execute this Agreement. In said cases, AN EXTEND and AT shall pay the litigation expenses and legal fees incurred by EXTEND SOLUTIONS.

**DÉCIMA TERCERA.** AN EXTEND y AT se obligan a indemnizar y sacar en paz y a salvo a EXTEND SOLUTIONS en caso de que esta última tenga que iniciar acciones legales para exigir el cumplimiento del presente Convenio. En dichos casos, serán por cuenta de AN EXTEND y AT los gastos de litigio y honorarios de los abogados que deban pagarse para la defensa y ejercicio de acciones legales de EXTEND SOLUTIONS.

**FOURTEENTH.** This Agreement is executed in both, English and Spanish languages. Should any discrepancy

**DÉCIMA CUARTA.** El presente Convenio se celebra tanto en inglés como en español. En caso de existir

arise between the two instruments, the English version shall prevail.

cualquier controversia derivada del mismo, prevalecerá la versión en inglés.

**FIFTEENTH.** The Parties state that their will is free of defects and in the event of interpretation, execution and compliance with this Agreement, they expressly submit to the legislation and competent courts of Dallas, Texas, United States of America, expressly renouncing any other jurisdiction that could correspond to them by reason of their present or future domiciles or any other cause.

**DÉCIMA QUINTA.** Las Partes manifiestan que su voluntad está libre de vicios y para el caso de interpretación, ejecución y cumplimiento del presente Convenio, se someten expresamente a la legislación y tribunales competentes de Dallas, Texas, Estados Unidos de América, renunciando expresamente a cualquier otro fuero que pudiera corresponderles en razón de sus domicilios presentes, futuros o cualquier otra causa.


THE PARTIES BEING AWARE OF THE CONTENT AND LEGAL SCOPE OF THIS AGREEMENT, SIGN IT IN, ALL OF THEM BY THEIR OWN RIGHT, ON **November 15, 2022** IN DALLAS, TEXAS, UNITED STATES OF AMERICA.

ENTERADAS LAS PARTES DEL CONTENIDO Y ALCANCE LEGAL DEL PRESENTE CONVENIO, LO FIRMAN EN TRES TANTOS, TODOS ELLOS POR SU PROPIO DERECHO, EL DÍA **15 de noviembre de 2022** EN DALLAS, TEXAS, ESTADOS UNIDOS DE AMÉRICA.

**“AN EXTEND”**  
**AN EXTEND, S.A. DE C.V.**

**“EXTEND SOLUTIONS”**  
**EXTEND SOLUTIONS, S.A. DE C.V.**

DocuSigned by:  
  
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**Por / By: Manuel Senderos Fernández**  
**Cargo / Position: Representante legal**  
**/Attorney in Fact**

**Por / By: Daniel Samuel Novelo Trujillo**  
**Cargo / Position: Representante legal**  
**/Attorney in Fact**

**“AT”**  
**AGILETHOUGHT, INC.**

DocuSigned by:  
  
98F7D4297412499...

**Por / By: Manuel Senderos Fernández**  
**Cargo / Position: Director General - Representante legal /**  
**Chief Executive Officer -Attorney in Fact**

**THIS PAGE IS AN INTEGRAL PART OF THE DEBT RECOGNITION AND RECONVERSION AGREEMENT ENTERED INTO BY AND BETWEEN AN EXTEND, S.A. DE C.V., AND EXTEND SOLUTIONS, S.A. DE C.V., ALSO WITH THE PRESENCE OF AGILETHOUGHT INC., AS A JOINT AND SEVERAL OBLIGOR, ON NOVEMBER 15, 2022.**

**ESTA PÁGINA FORMA PARTE INTEGRANTE DEL CONVENIO DE RECONOCIMIENTO Y RECONVERSIÓN DE ADEUDO QUE CELEBRAN AN EXTEND, S.A. DE C.V., Y EXTEND SOLUTIONS, S.A. DE C.V., CON LA COMPARECENCIA EN SU CARÁCTER DE OBLIGADO SOLIDARIO DE AGILETHOUGHT INC., EL 15 DE NOVIEMBRE DE 2022.**

## A) Interest Statement for Promissory Note 1

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Debtor: AgileThought Inc.

Beneficiaries: Daniel S. Novelo, Israel A. Novelo, José A. Torrero and Jorge R. Monterrubio

Principal Amount	\$	2,284,590.07	U.S. Dollars
Interest Rate:		11%	
Signature Date:		11/15/2022	
Default Date:		8/29/2023	
<b>Interest Accrued at Default Date:</b>	\$	<b>197,601.39</b>	
<b>Total Due at Default Date:</b>	\$	<b>2,482,191.46</b>	U.S. Dollars

Date		Interest	Balance
11/15/2022	Principal Amount	\$	2,284,590.07
12/15/2022	Interest Accrued Dec	\$ 20,655.20	\$ 2,305,245.27
1/15/2023	Interest Accrued Jan	\$ 21,343.70	\$ 2,326,588.97
2/15/2023	Interest Accrued Feb	\$ 21,343.70	\$ 2,347,932.68
3/15/2023	Interest Accrued Mar	\$ 19,278.18	\$ 2,367,210.86
4/15/2023	Interest Accrued Apr	\$ 21,343.70	\$ 2,388,554.57
5/15/2023	Interest Accrued May	\$ 20,655.20	\$ 2,409,209.76
6/15/2023	Interest Accrued Jun	\$ 21,343.70	\$ 2,430,553.47
7/15/2023	Interest Accrued Jul	\$ 20,655.20	\$ 2,451,208.67
8/15/2023	Interest Accrued Aug	\$ 21,343.70	\$ 2,472,552.37
8/29/2023	Interest Accrued Default Date	\$ 9,639.09	\$ <b>2,482,191.46</b>

**NOTE:** Interest is expected to continue to accrue until payment is fulfilled

## B) Legal Fees Reimbursement for Promissory Note 1

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P.O. No.4400001161 (See page 3)	\$	650,000.00	MXN Pesos
Exchange Rate at the time agreement was signed	\$	19.34	
<b>Total Due:</b>	\$	<b>33,609.10</b>	U.S. Dollars

### C) Interest Statement for Promissory Note 2

**Debtor: AgileThought Inc.**

**Beneficiary: Extend Solutions S.A. de C.V.**

Principal Amount	\$	<b>98,627.79</b>	<b>U.S. Dollars</b>
Interest Rate:		11%	
Signature Date:		11/15/2022	
Default Date:		8/29/2023	
<b>Interest Accrued at Default Date:</b>	<b>\$</b>	<b>8,530.63</b>	
<b>Total at Default Date:</b>	<b>\$</b>	<b>107,158.42</b>	<b>U.S. Dollars</b>
Plus Value Added Tax (Third Clause of Agreement)	\$	17,895.46	16%
<b>Total Due at Default Date:</b>	<b>\$</b>	<b>125,053.87</b>	<b>U.S. Dollars</b>

Date		Interest	Balance
11/15/2022	Principal Amount	\$	98,627.79
12/15/2022	Interest Accrued Dec	\$ 891.70	\$ 99,519.49
1/15/2023	Interest Accrued Jan	\$ 921.43	\$ 100,440.92
2/15/2023	Interest Accrued Feb	\$ 921.43	\$ 101,362.35
3/15/2023	Interest Accrued Mar	\$ 832.26	\$ 102,194.60
4/15/2023	Interest Accrued Apr	\$ 921.43	\$ 103,116.03
5/15/2023	Interest Accrued May	\$ 891.70	\$ 104,007.73
6/15/2023	Interest Accrued Jun	\$ 921.43	\$ 104,929.16
7/15/2023	Interest Accrued Jul	\$ 891.70	\$ 105,820.86
8/15/2023	Interest Accrued Aug	\$ 921.43	\$ 106,742.29
8/29/2023	Interest Accrued Default Date	\$ 416.13	\$ <b>107,158.42</b>

**NOTE: Interest is expected to continue to accrue until payment is fulfilled**

**TOTAL CLAIM Items A. B. and C. (as of 08/29/23)** **\$ 2,640,854.44** **U.S. Dollars**

# Purchase Order for Reimbursement of Legal Fees

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## Purchase Order

4400001161  
USA  
525552581400  
purchasing@agilethought.com



## Vendor Data

0001101589  
ITRUST, S. DE R.L. DE C.V.  
Prol Paseo de la Reforma Np. 627  
Paseo de las Lomas 01330  
ITR140704K67  
Payable within 5 days Due net

## Please deliver/Invoice to:

AgileThought Inc  
222 W. Las Colinas Blvd., Suite 1650E  
Las Colinas, Texas  
75039  
XANGLOBAL1

Page 1 of 1

Currency MXN

Item	Description	Ord. qty	Unit	Date del	Price uni	Base amount
10	Debt Recogn. & Reconversion Agreements	1	AU	18.01.2023	650,000.00	1