

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

Debtor AgileThought, LLC

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

Case number 23-11308

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**

1. **Who is the current creditor?** Diego H. Zavala  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor \_\_\_\_\_

2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Diego H. Zavala</u> <u>3019 West Ave. 34</u> <u>Los Angeles, CA 90065, USA</u>	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Contact phone <u>2132658542</u> Contact email <u>dhzgc83@gmail.com</u>	Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**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? \$ 275000. 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.  
Confidential Separation Agreement signed off July 4th, 2023

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 checked="" 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).	\$ <u>15150.00</u>
<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 09/29/2023  
MM / DD / YYYY

/s/Diego H. Zavala  
Signature

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

Name Diego H. Zavala  
First name Middle name Last name

Title \_\_\_\_\_

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

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

<b>Debtor:</b> 23-11308 - AgileThought, LLC		
<b>District:</b> District of Delaware		
<b>Creditor:</b> Diego H. Zavala 3019 West Ave. 34  Los Angeles, CA, 90065 USA <b>Phone:</b> 2132658542 <b>Phone 2:</b> +525543511688 <b>Fax:</b>  <b>Email:</b> dhzgc83@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>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Confidential Separation Agreement signed off July 4th, 2023	<b>Last 4 Digits:</b> Yes	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 275000	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> Yes	<b>Priority Under:</b> 11 U.S.C. §507(a)(4): 15150.00	
<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> Diego H. Zavala on 29-Sep-2023 1:17:47 p.m. Eastern Time <b>Title:</b> <b>Company:</b>		

## CONFIDENTIAL SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“**Agreement**”) is entered into by and between **Diego Zavala** (“**Executive**”) and **AgileThought, LLC**, on behalf of itself and its predecessors, successor, parents, subsidiaries, affiliates and assigns (“**AgileThought**”). Executive and AgileThought are jointly referred to as the “**Parties**” or individually referred to as a “**Party**.”

**WHEREAS**, Executive has been employed by AgileThought pursuant to a First Amended and Restated Employment Agreement by and between Executive and AgileThought effective as of July 13, 2021 (“**Employment Agreement**”);

**WHEREAS**, AgileThought and Executive have mutually agreed that it is desirable to end Executive’s employment with AgileThought on the terms and conditions set forth in this Agreement;

**WHEREAS**, and it is the desire of the Parties to conclude all issues relating to Executive’s employment with AgileThought in a positive and constructive manner pursuant to the terms and conditions set forth in this Agreement; and

**NOW, THEREFORE**, in consideration of the promises, representations, warranties and covenants contained herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

- 1. Employment Separation.** Executive’s final day of employment with AgileThought will be May 31, 2023 (the “**Separation Date**”). Executive has received his final wages through the Separation Date, less deductions and withholdings required by law, in accordance with applicable law, and will be reimbursed for any outstanding employment-related expenses that were incurred and submitted consistent with AgileThought policy that applies to Executive. Executive will be deemed to have resigned from all positions that he holds with the AgileThought effective as of the Separation Date, except for his position as Board member of Agilethought, Inc., and Executive will promptly execute any instrument reasonably requested by the AgileThought to effectuate or commemorate such resignation.
- 2. Separation Benefits.** In exchange for Executive timely entering into this Agreement and not revoking it, and for the covenants and releases contained herein, following the Effective Date, AgileThought will provide Executive with the separation benefits described below.

(a) Separation Pay. AgileThought will pay Executive a separation payment in the total gross amount of **\$330,000.00** (the “**Separation Payment**”), less applicable deductions and withholdings. The Separation Payment represents an amount equivalent to **twelve months** of wages based on Executive’s base annual salary as of the Separation Date.

(b) Health and Other Benefits. Executive understands and agrees that any and all supplemental insurance, life and HSA, Legal Shield, LT, and STD, if any, will cease

on **May 31, 2023**. Executive's health, dental and vision insurance, if any, will end on **May 31, 2023**.

(c) RSUs and PSUs. Executive will forfeit all previously granted equity awards that have not vested, or otherwise been forfeited, prior to the Separation Date consistent with the terms of the award agreements.

(d) Payment Details and Timing. Subject to the other terms of this Agreement, including AgileThought's receipt of Executive's executed copy of this Agreement and expiration of the Revocation Period (as defined in Section 15(f)), the separation benefits described in Section 2(a) shall be paid by AgileThought to Executive in equal installments on the regular payroll dates during the twelve-month period following the Effective Date.

(e) Full Satisfaction. Executive acknowledges that the consideration set forth or referenced in this Section 2 constitutes satisfaction and accord for any and all compensation and benefits due and owing to Executive pursuant to any plan, agreement or other arrangements relating to Executive's employment with AgileThought and the termination thereof, including any entitlement to severance pay and any quarterly or annual bonus and including any payments or benefits under the Employment Agreement. Executive further acknowledges that no part of the separation payments described in this Section 2 consist of wages owed to Executive for his employment through the Separation Date. Executive shall not be entitled to any employment benefits of any kind after the Separation Date, including under any employee benefit plans, profit sharing/401(k) plans, or any other arrangements that AgileThought has maintained or previously offered, provided, however, for the avoidance of doubt, Executive shall remain entitled to Executive's vested account balance under AgileThought's 401(k) Plan in accordance with the terms thereof through the Separation Date. Executive further acknowledges that Executive is not entitled to, and did not accrue, any vacation time or vacation pay following the Separation Date. Executive's accrued but unused vacation as of the Separation Date, if any, will be administered in accordance with AgileThought's policy and applicable state law. Executive also represents and warrants that he has received all compensation, salary, wages, bonuses, incentive compensation, commissions, accrued vacation/paid time off, leaves of absence, premiums, reimbursable expenses, incentive compensation, stock, stock options, vesting and/or any and all other benefits and compensation to which Executive is entitled and which are currently due and payable. Amounts to which Executive is entitled pursuant to this Agreement which are not currently due and payable have not yet been received by Executive. For the avoidance of doubt, all outstanding equity and equity-based awards granted to the Executive are cancelled effective as of the Separation Date.

- 3. Reference Checks.** AgileThought agrees that, in response to inquiries or requests for references from prospective employers regarding Executive's employment, AgileThought will give no information other than Executive's name, dates of employment and title(s),

and if authorized by Executive in writing, Executive's salary history. Any reference requests must be directed to Adriana Guardado [Adriana.guardado@AgileThought.com](mailto:Adriana.guardado@AgileThought.com)

#### 4. Waiver and Release.

(a) General Waiver and Release. In exchange for the promises and agreements contained herein and the Separation Benefits described above, Executive, on behalf of his heirs, family members, executors, agents and assigns, hereby irrevocably and unconditionally fully and completely releases the Released Parties (as defined below) from any and all claims, charges, complaints, grievances, liabilities, obligations, promises, agreements, lawsuits (including claims for attorneys' fees, costs, back pay, front pay, punitive damages, and/or compensatory damages), disability benefits, medical and hospital expenses, actions, causes of action, demands, losses, debits and expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, and whether concealed or hidden, which has been or could have been asserted by Executive or on Executive's behalf in any forum by reason of any and all acts, omissions, events, transactions, circumstances or facts existing or occurring through the date Executive signs this Agreement, including, without limitation, with respect to circumstances relating to, arising out of or connected with Executive's employment with AgileThought, the termination of Executive's employment with AgileThought, the Employment Agreement, or any other event or circumstance between Executive and AgileThought. The "**Released Parties**" shall include AgileThought and all of its parent companies, subsidiaries, and affiliates, as well as all related companies, partnerships, affiliated entities or joint ventures and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under or in concert with any of the persons or entities listed in this subsection, and their successors. The release specifically includes without limitation the following:

- any and all claims related to compensation, pay, payments, proceeds, cash flow, capital gains, commissions, hours, bonuses, pension, 401(k) benefits, disability, physical or mental affliction, benefits including paid sick leave, family leave or vacation days and payment for unused vacation, terms and conditions of employment, attorney fees or costs;
- any and all claims of discrimination, harassment or retaliation on the basis of all protected categories under applicable law, including, without limitation, age, race, color, gender, pregnancy, national origin, ancestry, religion, disability, sexual orientation or preference, leave rights, familial status, veteran status, or any other characteristic protected by applicable federal, state, or local law;
- any and all claims of retaliation, including whistleblower-type claims, and claims of retaliation for engaging in activity protected by statute, regulation, or common law;
- any and all claims arising out of or related to each of the following federal statutes: the Reconstruction-Era Civil Rights Acts, as amended; Title VII of the Civil Rights Act of 1964.; the Rehabilitation Act of 1973; the Employee Retirement Income Security Act of

1974; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; the Family and Medical Leave Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act; the Worker Adjustment and Retraining Notification Act; the Fair Credit Reporting Act; the Employee Polygraph Protection Act; the Genetic Information Non-Discrimination Act; the Sarbanes Oxley Act; the National Labor Relations Act; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Family and Medical Leave Act; the Equal Pay Act; and all other federal, state or local statute, ordinance, order, common law, or public policy that may be waived by agreement, including the laws of any other country;

- any and all claims under Chapter 21 of the Texas Labor Code, Tex. Lab. Code § 21.001 to 21.556 including, but not limited to, the Texas Commission on Human Rights Act, Tex. Lab. Code § 21.001 *et seq.*, and the Texas Anti-Retaliation Law, Tex. Lab. Code § 21.055; the Texas Whistleblower Act, Tex. Lab. Code 554.001 *et seq.*; the Texas Minimum Wage Act, Tex. Lab. Code § 62.001 *et seq.*; the Texas Payday Law, Tex. Lab. Code § 61.014; the Texas Payment of Wages Law, Tex. Lab. Code § 61.001 *et seq.*, all as amended; and all other statutory or common law claims that may be waived by agreement including similar laws of any other state;
- any and all claims based on a theory of breach of express or implied contract, promissory estoppel, breach of good faith and fair dealing, wrongful termination, fraud, negligent misrepresentation, violations of public policy, infliction of emotional distress, assault and/or battery, defamation, loss of consortium, unjust enrichment or any other tort or common law; and
- any and all claims arising out of or related to any employee handbooks, personnel manuals, or employment policies.

The Parties specifically agree that Executive's release is intended to be as broad in scope as possible under all applicable laws, and that it specifically includes the release of all claims arising out of or related in any way to Executive's employment with AgileThought. This waiver and release shall not be construed to include any claim or claims that cannot, as a matter of law, be released by private agreement.

Executive expressly waives the benefit of any statute or rule of law which, if applied to this Agreement, would otherwise preclude from its binding effect any claim against any released party not now known by Executive to exist. In connection with such waiver and relinquishment, Executive acknowledges that Executive is aware that he may later discover facts in addition to or different from those which Executive currently knows or believes to be true with respect to the subject matter of this Agreement, but that it is Executive's intention hereby to fully, finally and forever settle and release all of these matters which now exist, or previously existed, whether known or unknown, suspected or unsuspected. In furtherance of such intent, the releases given herein shall be and shall remain in effect as a full and complete release, notwithstanding the discovery or existence of such additional or different facts.



In exchange for Executive's waiver and release against the Released Parties, the Company hereby irrevocably and unconditionally fully and completely releases Executive from any and all claims, charges, complaints, grievances, liabilities, obligations, promises, agreements, lawsuits (including claims for attorneys' fees, costs, back pay, front pay, punitive damages, and/or compensatory damages), disability benefits, medical and hospital expenses, actions, causes of action, demands, losses, debits and expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, and whether concealed or hidden, which has been or could have been asserted by Company in any forum by reason of any and all acts, omissions, events, transactions, circumstances or facts existing or occurring through the date Executive signs this Agreement, with respect to circumstances relating to, arising out of or connected with Executive's employment with AgileThought with the exception of claims arising out of or attributable to (i) events, acts, or omissions taking place after the Parties' execution of the Agreement, (ii) the Employee's breach of any terms and conditions of the Agreement; and (iii) the Employee's criminal activities or intentional misconduct occurring during the Employee's employment with the Company.

(b) Covenant Not to Sue. Executive agrees that Executive will not file any suit, claim, proceeding or complaint against AgileThought or any of the Released Parties arising out of or in connection with any claims released herein, except as required to enforce the terms of this Agreement. Nothing in this Agreement shall be construed to prevent Executive from filing a claim and/or fully participating or cooperating with the U.S. Equal Employment Opportunity Commission ("EEOC"), the U.S. Department of Labor, the National Labor Relations Board, or any other, similar federal, state, or local agency dealing with employee rights. However, by signing this Agreement and receiving the consideration reflected herein, Executive expressly waives the right to file an individual or class action lawsuit against the Released Parties or, to the maximum extent permitted by applicable law, to recover any equitable or monetary relief from the Released Parties in any claim, action, or suit against the Released Parties which is brought by or through any federal, state, or local agency, or anyone else representing or purporting to represent Executive's interests, except with respect to any monetary recovery under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Sarbanes-Oxley Act of 2002. No provision of this Agreement shall be interpreted to limit Executive's ability to: (a) report alleged or potential legal violations, whether criminal or civil, to any federal, state or local governmental agency, commission or officials; (b) to communicate directly with and provide truthful information and non-privileged documents to any such agency, commission or officials; or (c) participate in a proceeding with any such agency, commission or officials.

**5. Executive's Representations.** As of the date Executive signs this Agreement, Executive makes the following representations:

(a) No Pending Litigation. Executive has no pending action, charge or claim against AgileThought or any of the Released Parties in any local, state, or federal court, or with any local, state, or federal administrative agency or board, relating to any event that occurred prior to or on the date Executive signs this Agreement.

(b) No Pending Internal Complaints. AgileThought completely and satisfactorily responded to, investigated and concluded any internal complaints

including, but not limited to, any breach of contract, diversion, antitrust or fraud, discrimination or retaliation matters, or claims, allegations, matters and issues, if any, Executive may have ever raised.

(c) No Assignment of Claims. Executive has not assigned or otherwise transferred, or purported to assign or transfer, any claim or other matter released by this Agreement to any other person.

(d) Receipt of Compensation. Executive has received all compensation, salary, wages, bonuses, commissions, accrued vacation/paid time off, premiums, reimbursable expenses, incentive compensation, stock, stock options, vesting and/or any and all other benefits and compensation to which Executive is entitled and which are currently due and payable. Amounts to which Executive is entitled pursuant to this Agreement which are not currently due and payable have not yet been received by Executive.

(e) Receipt of Leave. Executive has been granted any leave which Executive was entitled to under the Family and Medical Leave Act, as well as any related or similar state or local leave or disability accommodation laws.

(f) Workplace Injuries. Unless previously reported, Executive has no known workplace injuries in connection with Executive's employment at AgileThought.

(g) No Retaliation. Executive has not been retaliated against for reporting any allegations of wrongdoing by AgileThought or its officers.

(h) Regulatory Violations. Unless previously reported to AgileThought in writing, Executive is not aware of any wrongdoing, regulatory violations, or corporate fraud committed by AgileThought, its officers, or its employees.

**6. Confidentiality.** Executive agrees to keep the terms of this Agreement confidential. Notwithstanding the foregoing, Executive may disclose the existence and terms of this Agreement to Executive's attorney, tax advisors, and any member of Executive's immediate family, provided that each such person first agrees to be bound by this confidentiality provision. Executive may also disclose this Agreement pursuant to legal process. Nothing in this paragraph shall be construed to prevent Executive from disclosing the Agreement for purposes of challenging or enforcing it.

**7. Cooperation.** Executive agrees to cooperate with AgileThought and its designated attorneys, representatives and agents with respect to any legal issue regarding any matter of which Executive had knowledge during Executive's employment with AgileThought. This cooperation includes appearance at depositions, assistance in responding to discovery demands, preparation for trials, and appearance at trial. AgileThought will reimburse Executive for all reasonable expenses incurred in providing cooperation under this paragraph. Unless otherwise prohibited by law, if Executive is contacted by someone other than AgileThought concerning any legal issue involving AgileThought, Executive shall

immediately notify AgileThought of such contact. Such notification shall be made to: Adriana Guardado at [Adriana.guardado@AgileThought.com](mailto:Adriana.guardado@AgileThought.com)

Nothing in this Agreement shall be construed as requiring Executive to do anything other than be truthful and disclose factual information in any testimony or communication in connection with any legal issue or any other matters regarding AgileThought.

- 8. Nondisclosure of Confidential and Trade Secret Information.** Because Executive has acquired confidential and trade secret information during Executive's employment with AgileThought, Executive agrees to hold in strict confidence any and all such confidential and trade secret information learned by Executive as a result of Executive's employment with AgileThought, including but not limited to, sales information, information relating to the finances of AgileThought, sales reports, strategic plans, business plans, product specifications, and legal, economic, and business data and/or information. Executive further agrees that Executive will not utilize confidential or trade secret information covered by this nondisclosure provision for any purpose. Executive acknowledges his continuing obligations regarding confidential and trade secret information under the Employment Agreement and the Employee Confidential Information, Inventions, Non-Solicitation and Non-Competition Agreement effective as of August 4, 2020 between Executive and the (the "CIA") Company. If Executive violates this nondisclosure clause after the execution of this Agreement, AgileThought may revoke or rescind the offers made in this Agreement and shall have no obligation to make payment of any of the benefits described herein.

Nothing in this Agreement is intended to interfere with or discourage Executive's good faith disclosure related to a suspected violation of federal or state law or regulation to any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. The federal Defend Trade Secrets Act of 2016 (the "Act") provides immunity from liability in certain circumstances to AgileThought employees, contractors, and consultants for limited disclosures of AgileThought "trade secrets," as defined by the Act. Specifically, AgileThought employees, contractors, and consultants may disclose trade secrets: (1) in confidence, either directly or indirectly, to a federal, state, or local government official, or to an attorney, "solely for the purpose of reporting or investigating a suspected violation of law," or (2) "in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Additionally, employees, contractors, and consultants who file lawsuits for retaliation by an employer for reporting a suspected violation of law may use and disclose related trade secrets in the following manner: (1) the individual may disclose the trade secret to his attorney, and (2) the individual may use the information in the court proceeding, as long as the individual files any document containing the trade secret under seal and does not otherwise disclose the trade secret "except pursuant to court order."

- 9. Return of AgileThought Property.** To the extent that Executive has not already done so, Executive agrees to promptly return to Executive's manager any AgileThought property or documents in Executive's possession, including property or documents related to the

operation of the business, uniforms, manuals, keys, cell phone, etc. obtained by Executive during Executive's employment with AgileThought.

10. **Non-disparagement.** Executive agrees to make every reasonable effort to maintain and protect the reputation of AgileThought and its affiliates and that of their businesses, products, directors, officers, employees, and agents. Executive further agrees that Executive will not disparage AgileThought and its affiliates or their businesses, products, directors, officers, employees, and agents (or persons representing them in their official capacity) or engage in any activities that reasonably could be anticipated to harm their reputation, operations, or relationships with current or prospective customers, suppliers or employees. If Executive violates this non-disparagement clause after the execution of this Agreement, AgileThought may revoke or rescind the offers made in this Agreement and shall have no obligation to make payment of any of the benefits described herein. Company agrees that Company will not disparage Executive.
11. **Non-solicitation and Non-competition.** Executive acknowledges his continuing obligations regarding non-solicitation and non-competition Agreement for a period of twelve (12) months from the Separation Date under Sections 5 and 6 of the CIAA. If Executive violates said obligations after the execution of this Agreement, after fifteen (15) days prior notice to Executive and an opportunity to be heard, AgileThought may revoke or rescind the offers made in this Agreement based on proof of said violation and shall have no obligation to make payment of any of the benefits described herein. Nothing in this Agreement shall prohibit Executive from having a historical ownership stake in a Cybersecurity company existing as of the date of this Agreement.
12. **Non-Admission.** AgileThought and Executive agree that by entering into this Agreement, AgileThought is not admitting any liability or wrongdoing.
13. **Section 409A.**

(a) Section 409A Generally. The payments due under this Agreement are intended to comply with or be exempt from Section 409A of the Code (“**Section 409A**”) and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments of “nonqualified deferred compensation” provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. To the extent Section 409A applies, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments of “nonqualified deferred compensation” to be made under this Agreement by reason of a termination of employment shall only be made if such termination of employment constitutes a “separation from service” under Section 409A. Notwithstanding the foregoing, AgileThought makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall AgileThought be liable

for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Executive on account of non-compliance with Section 409A.

(b) Specified Employee. Notwithstanding any other provision of this Agreement, if at the time of Executive's termination of employment, he is a "specified employee", determined in accordance with Section 409A, any payments and benefits provided hereunder that constitute "nonqualified deferred compensation" subject to Section 409A that are provided to Executive on account of his separation from service shall not be paid until the first payroll date to occur following the six (6)-month anniversary of Executive's termination date ("**Specified Employee Payment Date**"). The aggregate amount of any payments that would otherwise have been made during such six (6)-month period shall be paid in a lump sum on the Specified Employee Payment Date (or, if earlier, on Executive's death), without interest, and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

(c) Reimbursement. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (ii) any reimbursement of an eligible expense shall be paid to Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iii) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties and may be modified only by a subsequent written agreement signed by the same parties. This Agreement supersedes all previous agreements (whether written or oral) between Executive and AgileThought, including the Employment Agreement, except for any continuing agreements regarding confidential information, intellectual property, non-solicitation, noncompetition, and/or non-disparagement including any other Executive continuing obligations under the Employment Agreement.
15. **Severability.** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the remaining parts shall remain fully valid and enforceable, unless the unenforceability results in a failure of consideration.
16. **Consideration Period and Effective Date.** Executive also acknowledges and recites that:
  - a. The release contained herein includes claims for age discrimination under the Age Discrimination in Employment Act ("**ADEA**"). Executive understands and acknowledges that Executive is freely and knowingly waiving any and all claims and rights Executive may have against AgileThought under the ADEA.
  - b. By executing this Agreement, Executive is not waiving any rights or claims that may arise after the date that this Agreement is executed.

- c. The benefits referenced in Section 2, above, are not benefits to which Executive would be entitled but for Executive's agreement to the terms of this Agreement.
  - d. Executive is advised (and this provision constitutes such written advice) to consult with an attorney prior to signing this Agreement.
  - e. Executive has twenty-one days to consider this Agreement (the "**Consideration Period**") and the signed Agreement must be returned to [adriana.guardado@agilethought.com](mailto:adriana.guardado@agilethought.com) by **July 5, 2023**. If the Consideration Period passes without Executive having signed the Agreement, the offer contained herein will be revoked. In the event Executive signs this Agreement and returns it to AgileThought in less than the Consideration period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement, and that AgileThought has not promised Executive anything or made any representations not contained in this Agreement to induce Executive to sign this Agreement before the expiration of the Consideration Period. The Parties agree that changes, whether material or immaterial, do not restart the running of the Consideration Period.
  - f. For a period of seven (7) days following Executive's execution of this Agreement ("**Revocation Period**"), Executive may revoke his acceptance of the terms and conditions of this Agreement by providing notice of such revocation to AgileThought. Such notice shall be in writing and shall be delivered to People Operations at [adriana.guardado@agilethought.com](mailto:adriana.guardado@agilethought.com) . If revoked, this Agreement shall not be effective and enforceable, and Executive will not receive payments or benefits under this Agreement.
  - g. The effective date of this Agreement (the "**Effective Date**") is the date eight (8) days following the execution of this Agreement by Executive, provided that Executive does not first revoke the Agreement pursuant to this section.
- 17. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of **Florida**, without regard to conflicts-of-laws principles.
- 18. Waiver.** No term or condition of this Agreement shall be deemed to have been waived, and there shall not be any estoppels against the enforcement of this Agreement unless that waiver is in writing and signed by the party charged with such waiver or estoppels. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.
- 19. Successors.** The rights and obligations under this Agreement shall inure to any and all successors of AgileThought.

- 20. **Disclaimer.** Executive states and admits that in executing this Agreement, he does not rely, and has not relied, upon any other representation or statement made by AgileThought, or by any of its agents, representatives, or attorneys, with regard to the Agreement.
- 21. **Counterparts.** This Agreement may be executed in counterparts, and a copy of this Agreement shall have the same force and effect as the original.

**BY SIGNING THIS AGREEMENT, EXECUTIVE HAS WAIVED ALL CLAIMS AGAINST AGILETHOUGHT (INCLUDING, WITHOUT LIMITATION, ITS PREDECESSORS, SUBSIDIARIES, AND/OR AFFILIATED CORPORATIONS, AND ITS EXECUTIVES, INSURERS, OR OTHER AGENTS) THAT MAY, AS A MATTER OF LAW, BE RELEASED BY PRIVATE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR LOST WAGES, BENEFITS, COMPENSATORY DAMAGES, OR PAYMENT OF ATTORNEYS' FEES. EXECUTIVE CERTIFIES THAT HE/SHE IS ENTERING INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND AFTER HAVING THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND REVIEW THE DOCUMENT IN ITS ENTIRETY.**

**AGILETHOUGHT, LLC**

By: *Diana Abril*  
E66C3F0A1E12402...

Printed Name: Diana Abril

Job Title: CLO

Date: 7/4/2023 | 11:23:44 AM PDT

ACCEPTED AND AGREED:

DocuSigned by:  
*Diego H. Zavala*  
90BD53C46FE6403...  
 Diego Zavala Date: 7/4/2023 | 1:02:38 p. m. PDT