

MIINKA

TERMS AND CONDITIONS OF USE OF THE SITE

November 25, 2025.

TERMS AND CONDITIONS OF USE OF THE SITE

This agreement describes the general terms and conditions (hereinafter, the "General Terms and Conditions") applicable to the use of the services offered by TECNOLOGÍA INMOBILIARIA MIIN KA, S.A.P.I. de C.V. (hereinafter, the "Services") through the website <https://miinka.com/> (hereinafter, the "Site"). Any person who wishes to access and/or use the Site or the Services may do so subject to these General Terms and Conditions (hereinafter, a "User"), together with all other policies and principles governing TECNOLOGÍA INMOBILIARIA MIIN KA, S.A.P.I. de C.V. (hereinafter, "MIINKA"), which are incorporated herein by reference.

Any person or User who does not accept these General Terms and Conditions, which are mandatory and binding, must refrain from using the Site and/or the Services offered by MIINKA through the Site.

Before registering as a MIINKA User, the User must read, understand, and accept all conditions set forth in these General Terms and Conditions and in the Privacy and Confidentiality Notice, as well as all other documents incorporated therein by reference.

Use of the Site and/or the Services by any person or User constitutes that person's express, freely given, informed, specific, and unequivocal consent to MIINKA's Privacy Notices, as well as express acceptance of all policies set forth in the General Terms and Conditions and their Exhibits, and all other policies and principles incorporated therein by reference.

MIINKA provides an online platform that enables Users to publish, offer, search for, negotiate, communicate with third parties regarding, and purchase or lease real property (hereinafter, a "Property," "Properties," "Product," or "Products") offered by other Users or by MIINKA in a secure manner.

Clause One Use of the Site and the Platform

Intellectual Property: The "MIINKA" trademark and its related logos and designs are legally registered in Mexico. They may not be used in connection with any other products or services offered on the Site, because all rights thereto and their use are exclusive to MIINKA. The content and use of this Site are subject to MIINKA's and its suppliers' industrial property rights, copyrights, and/or intellectual property rights. Everything contained on the Site, including its pages and subpages, text, graphics, logos, icons, images, audio clips, custom graphics, original photographs, data, images, music, audio and video excerpts, fonts, titles, button icons, designs, and software, is owned by MIINKA or has been duly licensed to MIINKA by its owners or licensors and is protected by applicable Mexican law and international treaties. All title and intellectual property rights protected by copyright laws are reserved with respect to materials downloaded or otherwise received by any User through the Site and the Platform.

MIINKA grants each User a non-exclusive, limited, non-transferable license, in whole or in part, solely to access, use, and display this Site and its content on one device for the User's individual use. Each User agrees not to interrupt or attempt to interrupt the operation of the Site. The Site and the Platform, their content, and the software, including any applications, may be used only as a means of obtaining information about products offered to other Users, for personal consumption, and as a resource for making personal purchases through MIINKA. Any other use, including reproduction, modification, distribution, transmission, republication, display, or performance of Site content, is strictly prohibited unless carried out by MIINKA.

It is strictly prohibited to copy, publish, transmit, retransmit, distribute over the Internet or through similar media, modify, delete, enlarge, distribute, download, store, reproduce, license, adapt, create derivative works from, or otherwise publish this content or any portion thereof on networked computers, broadcast media, or any technology now existing or later developed for unauthorized communications or commercial use without MIINKA's prior written consent. Each User agrees not to reproduce, duplicate, copy, sell, resell, decompile, disassemble, or commercially exploit any portion of the Site, the use of the Site, access to the Site, or information collected from visitors or registered Users of the Site and the Platform.

The User may upload, publish, reproduce, and distribute proprietary content solely with respect to the asset offered to the public, in this case a Property. No title, rights, or interest in downloaded materials shall be transferred as a result of any download for personal, non-commercial use. The User acknowledges that these rights are valid and protected in all forms, media, and technologies now existing or later developed. Trademark and copyright notices may not be removed or altered in any manner. Trademarks and copyrights may not be used in connection with third-party products or services.

The User authorizes MIINKA to use, publish, reproduce, and/or adapt the images and photographs included in the User's listings. The User grants MIINKA a royalty-free, irrevocable, non-exclusive, worldwide, perpetual authorization to use, publish, reproduce, and/or adapt the images, photographs, and/or information regarding the User's assets or products for

use on all MIINKA websites and applications, social media, and/or any mass or non-mass communication medium, including, without limitation, platforms and any other digital or physical medium that MIINKA deems appropriate, or on other Internet platforms or sites with which MIINKA has entered into an alliance, in order to identify offers, classify products, create catalogs, and conduct advertising and marketing activities related to MIINKA's Services. This authorization includes the possibility of associating such content with third-party trademarks and/or trade names and sublicensing its use to third parties, including, by way of example and without limitation, rights to use, publish, reproduce, and adapt the images, photographs, trademarks, and Product Information within Catalog Listings.

The User represents and warrants that the User owns or is duly licensed to use the rights necessary for the images and photographs contained in the User's listings, the trademarks, and the product or property information, and that the User has the rights and authority required to grant the authorization described in this clause. The User shall be solely responsible for any infringement of third-party rights or any inconsistency or inaccuracy in the Product Information.

Links to Other Sites: The Site and the Platform may contain links to websites owned or operated by independent third parties. Such links are provided solely for the User's convenience and reference. MIINKA does not control those sites or platforms and therefore is not responsible for their published content or for any Additional Products and Services. MIINKA exercises no control over, makes no warranties regarding, and expressly disclaims all express or implied representations or warranties concerning the accuracy, relevance, appropriateness, timeliness, completeness, or fitness for a particular purpose of any information or resources included on those or other Internet sites or platforms. MIINKA reserves the right to remove and/or disable such links at any time. The display of such links shall not be construed as MIINKA's endorsement, surety, guarantee, authorization, or sponsorship of those sites or platforms, their content, or any Additional Products and Services. Because certain sites and platforms use automated search results or otherwise direct Users to sites and platforms containing information that may be considered inappropriate or offensive, MIINKA is not responsible for the accuracy, copyright compliance, legality, or decency of materials contained on third-party sites or platforms, including classified advertisements available online. The User hereby releases MIINKA from any claims relating to such sites and Additional Products and Services and agrees to indemnify and hold MIINKA harmless from all liability arising in connection therewith.

Clause Two

User Registration

User Data Accuracy Statement: Visitors who freely choose to complete and accept the Individual User, Real Estate Agency, Developer, or Real Estate Advisor registration form available at <https://www.miinka.com/register>, use the Site, or obtain an Account fully accept these Terms and Conditions. They represent that they are of legal age and have legal capacity to conduct any transaction on the Site and the Platform, or, where applicable, that they are emancipated or are under the supervision of an adult exercising parental authority or guardianship and have that person's authorization to make this representation. They further represent that all data and information transmitted to MIINKA are correct and truthful, that all documents delivered to MIINKA will be authentic, and that they have all rights necessary to lawfully transmit such information to MIINKA. When opening an Account, the User has stated whether the User wishes to receive product information and, where applicable, has confirmed that the User is not registered in the registry referred to in Article 18 of the Federal Consumer Protection Law.

Account Opening: To purchase Properties displayed on the Site, Users must create an Account. Information requested may include name, date of birth, telephone number, address, email address, and voter identification card. It is prohibited to maintain more than one (1) Account associated with any of the foregoing data. This information is used to fully identify persons seeking to enter into a purchase and sale transaction and thereby sell or acquire a Property through the Site; to comply with these Terms and Conditions; to prevent fraud; to connect purchasing Users; and generally for the purposes described in the information management section. In addition to mandatory and optional information requested when an Account is created, purchasing Users may voluntarily provide additional identifying information when creating their profile on the Site. Accounts are personal and non-transferable; therefore, Users may not transfer Site access credentials or use of their Account to any third party. Failure to comply will result in suspension and permanent blocking of the Account, including the associated email address and personal identification number. If credentials are forgotten or misappropriated, Users must notify MIINKA through the "Forgot your password?" option or by sending an email to contacto@miinka.com. User Accounts will be administered by MIINKA or a person designated by MIINKA, which shall have full authority to retain or close an Account when information supplied by a User is untruthful, incomplete, or insecure, or when a User fails to comply with the User's obligations. MIINKA will never request information that is not necessary to connect Users with one another or facilitate payment. Accordingly, debit or credit card information will be requested only when a virtual payment is made, including an escrow deposit if that is the payment method selected by the purchasing User. By creating an Account, Users express their unequivocal acceptance of these Terms and Conditions of use of the Site and MIINKA's personal data processing policy.

Types of Users: Users acknowledge and agree that, depending on the registration category selected, they will have the following powers within the Platform:

- Broker User: may advertise and publish any type of property permitted by the Platform, provided the User has all rights necessary to do so.
- Individual User: may request information and details regarding any property listed on the Site.
- Developer User: may publish and administer information relating to a real estate development.

When opening an Account, the User has stated whether the User wishes to receive product information and, where applicable, represents that the User is not registered in the registry referred to in Article 18 of the Federal Consumer Protection Law.

Clause Three

Description of the Service

Listings: A Broker User may offer for sale only Properties of lawful origin that MIINKA publishes and authorizes on the Site. Listings may include descriptive text, graphics, photographs, and other content and conditions relevant to the sale of the Property, provided they do not violate any legal provision, this agreement, or any other MIINKA policy. MIINKA reserves the unrestricted right, without prior notice, to remove any User and/or listing whenever it deems such action appropriate for its interests.

The Broker User must accurately describe the actual and relevant conditions and characteristics of the Properties offered. The User must have the right, authority, and intent to sell any property and/or service offered by the User through the Site and must have it available for immediate delivery or within the time frames stated in the listing. No User may offer any Property that, before, during, or after publication, has been involved in any unlawful act or situation prohibited under any municipal, state, or federal law; has been obtained through any activity prohibited by law or with unlawful funds; or is otherwise connected to an activity contrary to the laws of the country. The use of funds of unlawful origin to purchase any property or service offered on the Site is prohibited.

Where applicable, the prices of published Products must be stated in legal tender and must include value-added tax (VAT) when VAT applies.

No payment method other than accounts owned by MIINKA may be advertised, and Users may not suggest or imply that purchasers should avoid MIINKA's payment services or alter the purchase terms. If any provision of this clause is violated, MIINKA may edit the relevant space, request that the User edit it, or remove the listing containing the violation. MIINKA shall not be responsible for any payment made outside its authorized bank accounts.

The Services are available only to persons having legal capacity to contract. If you register a company as a User, you must have authority to contract on behalf of and bind that entity under this Agreement.

Communications, Negotiations, and Offers: At their own discretion, Users may conduct searches and use filters to refine results. They may submit and answer questions or comments from other Site Users and may publish and administer their listings. Users may receive, make, reject, or submit purchase offers and counteroffers through the Site. Users agree to honor and comply with agreements reached with other Users and acknowledge that any agreement between them is entered into voluntarily and with their consent. MIINKA will endeavor at all times to protect the safety, impartiality, and fairness of Site Users.

The Individual User acknowledges and agrees that the User may be contacted by an internal broker from the MIINKA team to follow up on the User's searches, needs, and preferences regarding Properties listed on the Site and to assist the User throughout the selection, negotiation, and, where applicable, formalization of a real estate transaction.

Physical Inspection: In cases determined by MIINKA, MIINKA will physically inspect the condition of properties offered for sale before publication, either directly or through an authorized third party. Users authorize MIINKA to publish the inspection results within the applicable listing on the Site.

MIINKA assists Users by providing tools, information, and resources for decision-making. Above all, MIINKA is concerned with the safety of its Users. Accordingly, MIINKA, directly or through an authorized third party, will inspect the condition of the Properties published on the Site. The inspection is a standardized and impartial procedure intended solely to give Users additional information for decision-making and to help them understand the condition of the property being sold and published on the Site. Nevertheless, each User acquiring a Property is responsible for reviewing and purchasing the property or services offered on the Site, and the inspection may not be used for any purpose other than those authorized under these General Terms and Conditions. Users accept the inspection procedure and agree to be bound by its results, waiving any inspection, verification, opinion, or other interpretation by any third party. Users exclusively authorize MIINKA to determine or interpret, for any purpose, the condition of Properties listed on the Site. A User's decision to use the services of any third party not authorized by MIINKA to assess or repair the property subject to the purchase and sale transaction shall be the User's sole responsibility.

The inspection centers or workshops authorized by MIINKA and published on the Site shall be the only parties authorized to inspect properties listed on the Site. Their sole function shall be to carry out a general physical inspection in strict accordance with the standardized procedure established by MIINKA and the Site. MIINKA shall not be liable for any total or partial damage suffered by a User or a Property during a visit; such responsibility shall rest exclusively with the applicable User.

Users agree that inspection information may be published and reproduced for informational and commercial purposes and for the purposes stated in the listings section, regardless of the inspection results. Users agree that any inspection is informational only and that MIINKA shall not be responsible for any defect or latent defect discovered after the purchase and sale transaction.

Legal Inspection: MIINKA will conduct a legal inspection to verify and, where applicable, report that the Property offered for sale is of lawful origin; is free and clear of liens; has no unpaid property taxes or utility charges, including electricity, water, or gas; has no latent defects; and is not subject to any other legal circumstance that may create a risk in the purchase and sale of the Property. However, the inspection is informational only and is intended to provide transparency so that the User can make an informed decision. MIINKA shall not be responsible for latent defects in an acquired Property or for the purchase or sale of any Property. Users agree that such inspection is informational only and that MIINKA shall not be responsible for any defect or latent defect discovered after the purchase and sale transaction.

Closing the Transaction Between the Parties: By accepting or making an offer for a Property published on the Site, the Individual User agrees to be contacted by the MIINKA team and, where applicable, by the Broker User or Developer User, in order to carry out the Property purchase and sale process before the Notary Public of the User's choice and/or the appropriate legal team. Upon receipt of confirmation that the purchase offer has been accepted, the Individual User and the selling counterparty shall directly enter into a purchase and sale agreement provided by MIINKA and its legal team.

The parties also acknowledge and agree that, when a purchase and sale transaction is brokered by local or foreign third-party Broker Users, commissions will be generated as follows: (i) foreign Broker Users will be entitled to a commission equal to six percent (6%) of the total purchase and sale price; (ii) local Broker Users will be entitled to a commission equal to four percent (4%) of the total purchase and sale price; and (iii) MIINKA will be entitled to a commission ranging from one and one-half percent (1.5%) to two percent (2%) of the total purchase and sale price, as agreed in writing. Each commission shall be paid by the applicable party in accordance with the corresponding commercial agreements.

Once an offer has been accepted, Individual Users must fully comply with all legal requirements to formalize the purchase and sale before the Notary Public selected by the purchaser. Users must verify the physical condition of the Property they purchase or sell. Users may cancel the purchase and sale without penalty if they so decide or if the Property does not conform to the stated conditions, provided cancellation occurs before formalization before a Notary Public and before delivery or receipt of the Property. Applicable Fees may be charged.

MIINKA may offer additional goods or services through the Site, either directly or through third parties, including insurance, mortgage loans, legal services, and administrative services. MIINKA shall not be responsible for any third-party goods and/or services offered on the Site, and each User shall be responsible for negotiating with or asserting any claim for performance against the relevant third party.

User Obligations: If you are a User of the Site, you are responsible for understanding and complying with all laws, rules, regulations, and agreements with third parties applicable to the Services.

Delivery of Property Documentation: Users agree that, for their protection and as part of the service provided by MIINKA, they must deliver the original documents evidencing ownership of the Property being purchased or leased, including, as applicable, the original public deed, purchase and sale agreements, identification documents, proof of payments to authorities, and other related documentation, to MIINKA at Masaryk 61, Office 901, Polanco, Mexico City, Mexico. MIINKA shall provide the User with a signed acknowledgment of receipt issued by MIINKA's legal representative. MIINKA shall safeguard and retain the documentation until completion of the purchase and sale. If the selling User requests return of the documentation, MIINKA must return it before the sold Property is delivered to the purchasing User. Once the sold Property has been delivered to the purchasing User, the selling User irrevocably instructs MIINKA, when MIINKA deems it appropriate in light of the nature of the transaction and after completion of the purchase and sale, to deliver such documents to the notarial office selected by the purchaser, without liability to MIINKA. MIINKA shall not be responsible for the total or partial loss of or damage to any document occurring during shipment or transfer, whether performed directly or through a third-party delivery service.

Clause Four

Obligations and Limitations of Liability Between the Parties

Independent Relationship: The relationship between Users and MIINKA is private and independent and is not an employment, agency, joint venture, or partnership relationship. MIINKA does not direct or control Users' property and/or services, and you agree that you have complete discretion regarding how and when to deliver, pay for, price, and determine the conditions under which they are offered.

Taxes: MIINKA merely provides Users with a virtual space that enables them to communicate and negotiate over the Internet in order to identify a means of selling or purchasing real property. MIINKA does not participate in the negotiation or execution of the final agreement between the parties. MIINKA will provide a framework agreement for completion of the purchase and sale. However, MIINKA is not responsible for Users' actual compliance with tax or fiscal obligations established by applicable law.

Depending on the applicable jurisdiction, MIINKA may charge VAT in addition to the service fees. The service fee will include such VAT charges where applicable.

Assumption of Risk: The User acknowledges that use of the Site involves inherent risks and agrees to assume all risk arising from access to and use of the Site or any interaction with other Users or third parties authorized by MIINKA, whether in person or online. You agree that you have had the opportunity to investigate the Site and any law, regulation, rule, or obligation that may apply to your listings or offers with other Users and that, in doing so, you do not rely on any representation of law or legal rights made by MIINKA.

MIINKA's Obligations: Under these Terms, MIINKA agrees to:

- 1) Publish true, reliable, sufficient, clear, and current information concerning displayed Properties in accordance with the representations made by selling Users;
- 2) Send each notification relating to the process and transaction to the email address provided by the Users;
- 3) Make current Terms and Conditions of use of the Site available to Users; and
- 4) Use information supplied by Users solely for the purposes established in these Terms.

Limitations of MIINKA's Liability: The User releases MIINKA, and MIINKA disclaims liability, with respect to the following:

- 1) The accuracy of information supplied by Users regarding their identity and the characteristics of the Property offered or published;
- 2) The accuracy of representations concerning the legal capacity of natural persons acting in the name and on behalf of a legal entity;
- 3) MIINKA is not a party to agreements directly entered into between Users and is not an agent or insurer, and at no time shall MIINKA assume the liability arising from such legal relationships;
- 4) Although MIINKA will conduct physical and legal inspections of a Property offered for sale, such inspections are informational only; therefore, the purchasing User releases MIINKA from all liability relating to the purchase and sale and/or any latent defect in the Property;
- 5) The accuracy of physical inspections carried out by purchasing Users or any loss or damage suffered by a Property during such inspection; and
- 6) Any damage, loss, latent defect, or other circumstance affecting the Property after the purchase and sale, receipt, and delivery have been completed and formalized.

Users' Obligations: Users agree to:

- 1) Provide true and reliable information when creating a User Account;
- 2) Refrain from transferring credentials, including username and password, to third parties;
- 3) Refrain from using the Platform to carry out acts contrary to morality, law, public order, or accepted standards of conduct against MIINKA or third parties;
- 4) Immediately notify MIINKA if credentials are forgotten or misappropriated;
- 5) Refrain from engaging in conduct that interferes with the operation of the Site;
- 6) Refrain from impersonating other Users;
- 7) Refrain from decrypting, decompiling, or disassembling any element of the Site or any part thereof;
- 8) In general, perform all acts necessary to complete the legal transaction, including:
 - a. When selling, provide truthful information regarding the Property;
 - b. Provide all original documentation to MIINKA;

- c. When acting as the purchasing User, make the applicable deposit to MIINKA in accordance with the agreement with the selling User;
- d. The User is responsible for the User's own acts and omissions;
- e. The User is responsible for establishing the price, delivery times, and requirements of the User's listing or offer; and
- f. The selling User must describe every charge and fee in the listing description and may not charge any additional fee or amount.

Clause Five Privacy Notice

Privacy Notice: Users acknowledge and agree in writing that MIINKA may receive, administer, and process personal data voluntarily transmitted by Users from time to time, including, where applicable, sensitive personal data, and that such information will be processed in accordance with the Privacy Notice referenced herein. Users acknowledge that this consent is given expressly and in writing by the User pursuant to Article 1,803 of the Federal Civil Code and the Federal Law on the Protection of Personal Data Held by Private Parties. Users may consult the Full Privacy Notice at any time on the website (*).

Clause Seven Amendments

Amendments: MIINKA may amend the General Terms and Conditions at any time by publishing the amended terms on the Site. All amended terms shall become effective on the date of publication. Any User who disagrees with an amendment made by MIINKA may request closure of the User's Account.

Use of the Site and/or its Services constitutes acceptance of these MIINKA General Terms and Conditions of Use.

Last updated: December 11, 2025.