

**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**

1. Who is the current creditor?	<u>iTrust S. de R.L. de C.V.</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> See summary page  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should payments to the creditor be sent? (if different)</b> <u>iTrust S. de R.L. de C.V.</u> <u>Daniel S. Novelo and Israel A. Novelo</u> <u>3316 Jackson Ave.</u> <u>El Paso, Texas 79930, United States</u>  Contact phone <u>915-243-3446</u> Contact email <u>israelnovelo@outlook.com</u>
	Contact phone <u>915-243-3446</u> Contact email <u>israelnovelo@outlook.com</u>	Contact phone <u>915-243-3446</u> Contact email <u>israelnovelo@outlook.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b>	\$ <u>650,000 Mexican Pesos</u> . <b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	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.  <u>See summary page</u>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.  <b>Nature or property:</b>  <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> .  <input type="checkbox"/> Motor vehicle  <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ 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.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



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

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

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

☐ 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).

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

☐ 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).

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

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

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

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

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

☐ 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 entitled to administrative priority 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 12/08/2024  
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 Legal Representative

Company iTrust S. de R.L. 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 israelnovelo@outlook.com



# Verita (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> iTrust S. de R.L. de C.V. Daniel S. Novelo Prol. Paseo de la Reforma No. 627 Int. 402 Col. Paseo de las Lomas. Alvaro Obregón. CDMX, Mexico, 01330 Mexico <b>Phone:</b> 915-243-3446 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> israelnovelo@outlook.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> iTrust S. de R.L. de C.V. Daniel S. Novelo and Israel A. Novelo 3316 Jackson Ave.  El Paso, Texas, 79930 United States <b>Phone:</b> 915-243-3446 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> israelnovelo@outlook.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Reimbursement of Legal Fees in Connection with Debt Recognition and Reconversion Agreements Clause 7	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 650,000 Mexican Pesos	<b>Includes Interest or Charges:</b> No	
<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>	

**Submitted By:**

Daniel S. Novelo on 08-Dec-2024 12:03:29 a.m. Eastern Time

**Title:**

Legal Representative

**Company:**

iTrust S. de R.L. de C.V.

**Optional Signature Address:**

3316 Jackson Ave.

El Paso, Texas, 79930

United States

**Telephone Number:**

915-243-3446

**Email:**

israelnovelo@outlook.com

## Purchase Order

4400001161  
USA  
525552581400  
purchasing@agilethought.com



## Vendor Data

0001101589  
ITRUST, S. DE R.L. DE C.V.  
Prol Paseo de la Reforma No. 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

SUBTOTAL 650,000.00 MXN  
( SIX HUNDRED FIFTY THOUSAND 00/100 MXN )

After to deliver the goods/services, please send and upload the corresponding Invoice in the following link: 52.177.174.104/SistemaContabilidadWeb/  
Based on the suppliers manual sent previously, the file must be identified with the PO number.  
Impuestos y retenciones no están reflejadas en el pedido de compra/Taxes and withholding are not reflected in the PO price.

ITRUST

R.F.C. : ITR140704K67  
Regimen fiscal:  
(601)General de Ley Personas Morales  
Domicilio fiscal  
Calle: PROLONGACIÓN PASEO DE LA REFORMA No. 627 Int: 402, Col. PASEO DE LAS LOMAS, CP: 01330, ALVARO OBREGON, CIUDAD DE MEXICO, MEXICO

Comprobante fiscal digital (l)Ingreso  
Serie: FI-  
Folio: 263  
Fecha : 2023-01-02T20:38:24  
Forma de pago: (03)Transferencia electrónica  
Método de pago y Cuenta:  
(PUE)Pago en una sola exhibición  
Uso de CFDI: (S01)Sin efectos fiscales.

Residencia fiscal: (USA)Estados Unidos

Facturado a: RFC:XEXX010101000 -( 9 )AGILETHOUGHT INC.  
Calle: 222 W. LAS COLINAS BLVD SUITE 1650 E., CP: 75039, IRVING TX

Cantidad	Unidad	Clave	Descripción	P/U	Importe
1.00	E48	42	Legal Fees - Debt Recognition and Reconversion Agreements PO 4400001161	650,000.00000	650,000.00

Subtotal		650,000.00
IVA	16 %	0.00
Total		650,000.00

SEISCIENTOS CINCUENTA MIL PESOS 00/100 M.N.

"Este documento es una representación impresa de un CFDI"

Folio fiscal: 347132D9-4732-41A4-A99F-BE8A407F6F90

Fecha y hora de certificación: 2023-01-02T20:38:27

Sello digital del CFDI:  
XrnlHFvYIQoA2igKnJ+4EHVBV/NotDds3pNNxU64bAyB5CFVvktYKDdxKAUoP4qtv5IUJ33KiFsHT+JowW1HfHt7x3bV08R1/KDA  
VEuhJ2361/3/CEeyRD8kY7ZKMdYDbMiMrp+oDCdFXzDIFqb531e3qGwQf5YA412rVWaCaACJWscPrmqAhTlrkN/Xje2uWbCPR9qr

Número de serie del Certificado de Sello Digital : 00001000000515841093  
Número de serie del Certificado de Sello Digital del SAT: 00001000000501960426

Cadena original del complemento de certificación digital del SAT:

||1.1|347132D9-4732-41A4-A99F-BE8A407F6F90|2023-01-02T20:38:27|TSP080724QW6|  
XrnlHFvYIQoA2igKnJ+4EHVBV/NotDds3pNNxU64bAyB5CFVvktYKDdxKAUoP4qtv5IUJ33KiFsHT+JowW1HfHt7x3bV08R1/KDA  
VEuhJ2361/3/CEeyRD8kY7ZKMdYDbMiMrp+oDCdFXzDIFqb531e3qGwQf5YA412rVWaCaACJWscPrmqAhTlrkN/Xje2uWbCPR9  
ZMgsmtOj5lspViOW9eiRWp8nDNDMbx1zYMkm5dN+fNdyLVZHU1CrOs/pKOSOV3JLKbo0NefaUsMy2nDPV4YElwfNBKMY4  
Nx75OLaLsvjUeujdFrwrrill1X5Qmj+NYduuME51tg==|00001000000501960426||

Sello digital del SAT:  
TWypLhuhzIUr/dP+/ca4aeTgsVqX66vQFEqrv4g00Bpb/7PTqkEJAvzyW+4YB84yNaJ1PIZWwaueP2tNnaERMndkECmQ3gwVvulR  
GuNNmFwF8bSzOnNqS7Rdrl02f/L+Ppo0L+6LGIqlbxUXpYpNgzDcHk3jz3TWryeiNHBhGrmRi4ZpliJAgqt9EChopIVORDvIaJy3  
LEsydghH18YB+h+u1W0ixFBZFYsgb2jmQNKUSNzcjJqZTBizBc52FhCgUfvWll+2PjwX5de5lk0OMpp9Plv/J2Hkvycf52pn9bQ7  
zLavX03duVEIb6Do6HiKWZhuPXF/oFN2Jli6+w4csA==



**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 MONTEERRUBIO 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 MONTEERRUBIO 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

**I.** 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 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.

## DECLARACIONES

**I.** 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 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)** 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.

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

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

**c) Of Mr. 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.

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

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

**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.

**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.

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

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) Del señor Israel Abraham Novelo Trujillo:**

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

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

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) Del señor Jorge Ricardo Monterrubio López:**

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

**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.

**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.

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] 385.  
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**”.

**SEPTIMA.** 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] 385.  
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]

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]

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

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



**“ACREEDOR / CREDITOR”**

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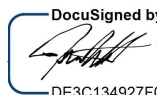
**Israel Abraham Novelo Trujillo**  
**Por su propio derecho / By its own right**

**“ACREEDOR / CREDITOR”**

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

**“ACREEDOR / CREDITOR”**

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**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 MONTE RRUBIO 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 MONTE RRUBIO LÓPEZ, COMO LOS ACREEDORES, EL 15 DE NOVIEMBRE DE 2022.**