

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended December 31, 2025

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

OR

SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report _____

Commission file number 001-39251

BETTERWARE DE MÉXICO, S.A.P.I. DE C.V.
(Exact name of Registrant as specified in its charter)

Not Applicable
(Translation of Registrant's name into English)

MEXICO
(Jurisdiction of incorporation or organization)

Luis Campos, Board Chairman
+52 (33) 3836-0500
Gdl-Ameca-Huaxtla km-5
El Arenal Jalisco, 45350, México
(Name, Telephone, E-mail and or Facsimile number and Address Company Contact Person)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange in which registered
Ordinary Shares, no par value per share	BWMX	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: 37,316,546 Ordinary Shares, as of December 31, 2025.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards[†] provided pursuant to Section 13(a) of the Exchange Act.

[†] The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Yes No

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP

International Financial Reporting Standards as issued
by the International Accounting Standards Board

Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This annual report contains a number of forward-looking statements, including statements about the financial conditions, results of operations, earnings outlook and prospects and may include statements for the period following the date of this annual report. In addition, any statements that refer to projections, forecasts or other characterizations of future events or circumstances, including any underlying assumptions, are forward-looking statements. Forward-looking statements are typically identified by words such as “plan,” “believe,” “expect,” “anticipate,” “intend,” “outlook,” “estimate,” “forecast,” “guideline,” “project,” “target,” “continue,” “could,” “may,” “might,” “possible,” “potential,” “predict,” “should,” “would” and other similar words and expressions, but the absence of these words does not mean that a statement is not forward-looking.

The forward-looking statements are based on the current expectations of the management of the Company (See “Presentation of Financial Information”), as applicable, and are inherently subject to uncertainties and changes in circumstance and their potential effects and speak only as of the date of such statement. There can be no assurance that future developments will be those that have been anticipated. These forward-looking statements involve a number of risks, uncertainties or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. Given these uncertainties, you should not rely upon forward looking statements as predictions of future events. These risks and uncertainties include, but are not limited to, those factors described in “Risk Factors,” those discussed and identified in public filings made with the Securities and Exchange Commission (“SEC”) by Betterware and the following:

- the inability to profitably expand into new markets;
- the possibility that the Group may be adversely affected by external economic, business and/or competitive factors;
- operational risk;
- financial performance;
- litigation and regulatory enforcement risks, including the diversion of management time and attention and the additional costs and demands on the Group’s resources;
- changes in our investment commitments or our ability to meet our obligations thereunder;
- natural disaster-related losses which may not be fully insurable;
- epidemics, pandemics and other public health crises;
- geopolitical risk and changes in applicable laws or regulations;
- fluctuations in exchange rates between the peso and the U.S. dollar; and
- changes in interest rates or foreign exchange rates.

Should one or more of these risks or uncertainties materialize or should any of the assumptions made by the management of the Company prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. Except to the extent required by applicable law or regulation, the Company undertakes no obligation to update these forward-looking statements to reflect events or circumstances after the date of this annual report or to reflect the occurrence of unanticipated events.

SUMMARY OF RISK FACTORS

The Company's business, results of operations, financial conditions and cash flows are subject to, and could be materially adversely affected by a number of risks and uncertainties, including risks relating to the nature of the Company's business and its operations in Mexico. The following list summarizes some, but not all, of these risks. Please read the information in the section entitled "Risk Factors" for a more thorough description of these and other risks.

Risks Related to Our Business

- If we are unable to retain our existing, or recruit new, independent distributors, leaders and consultants, our results of operations could be negatively affected.
- The loss of key high-level distributors, leaders or consultants could negatively impact our growth and our revenue.
- A decline in our customers' purchasing power or consumer confidence or in customers' financial condition and willingness to spend could materially and adversely affect our business.
- Failure to successfully develop new products could harm our business.
- We depend on multiple contract manufacturers mostly located in China, and the loss of the services provided by any of our manufacturers could harm our business and results of operations.
- Disruptions or delays at our facility in Queretaro, Mexico could have a material adverse effect on our business, particularly with respect to the beauty and personal care segment.
- Volatility in costs, along with delays and disruptions in the supply of materials and services, could have a material adverse effect on our business, prospects, results of operations, financial condition and/or cash flows.
- Competition could have a material adverse effect on our business, prospects, results of operations, financial condition and/or cash flows.
- If the industry in which we operate, our business or our products are subject to adverse publicity, our business may suffer.
- Failure of our technology initiatives to create sustained enthusiasm in our distributors, leaders and consultants and incremental cost savings could negatively impact our business.
- We are dependent on information and communication technologies, and our systems and infrastructures face certain risks, including cybersecurity risks.
- Because of the costs and difficulties inherent in managing cross-border business operations, our results of operations may be negatively impacted.
- Our distributors, leaders and consultants are independent contractors and not employees. If regulatory authorities were to determine, however, that our distributors, leaders and consultants are legally our employees, we could have significant liability under social benefit laws.
- Deterioration of general economic and geopolitical conditions, including due to the ongoing military conflicts between Russia and Ukraine and in the Middle East, could have a material adverse effect on our business..

- Goodwill, property, plant and equipment and intangible assets represent a significant portion of the Group’s statement of financial position, and our operating results may suffer from possible impairments.
- Material weaknesses have been identified in Betterware’s internal control over financial reporting, and if we fail to establish and maintain proper and effective internal controls over financial reporting, our results of operations and our ability to operate our business may be materially adversely affected.
- Our controlling shareholder may have interests that conflict with your interests.
- Our business and results of operations may be adversely affected by the increased strain on our resources from complying with the reporting, disclosure and other requirements applicable to public companies in the United States promulgated by the U.S. Government, the New York Stock Exchange (the “NYSE”) or other relevant regulatory authorities.
- Our revenue and profitability may be affected if we fail to acquire new companies or integrate those that we have already acquired, such as JAFRA and, eventually Tupperware.
- Our indebtedness and any future inability to meet any of our obligations under our indebtedness could adversely affect us by reducing our flexibility to respond to changing business and economic conditions.
- Changes in taxes and other assessments may adversely affect us.
- Distributions to U.S. Holders of our shares may be fully taxable as dividends.
- We are subject to environmental laws and regulations, risks that could affect our business, results of operations and financial condition.
- Environmental, social and corporate governance (ESG) issues, including those related to climate change and sustainability, may have an adverse effect on our business, financial condition and results of operations and damage our reputation.
- Our products are subject to federal, state and international regulations that could have a material adverse effect on our business, prospects, results of operations, financial condition and/or cash flows.
- Our limited proprietary intellectual property and failure to keep pace with technological developments, including emerging technologies such as artificial intelligence, could adversely affect our competitive position.

Risks Related to Mexico

- Since more than 90% our operations are concentrated in Mexico, we are subject to political, economic, legal, and regulatory risks specific to Mexico and are vulnerable to an economic downturn, other changes in market conditions, acts of violence, or natural disasters in Mexico which may adversely affect our business and results of operations.
- Political events and Mexican governmental policies may result in disruptions to our business operations and financial condition.
- Currency exchange rate fluctuations, particularly with respect to the US dollar/Mexican peso exchange rate, could lower margins.
- Any adverse changes in our business operations in Mexico would adversely affect our revenue and profitability.

- Economic and political developments in Mexico and the United States may adversely affect Mexican economic policy.
- Mexico is an emerging market economy, with attendant risks to our results of operations and financial condition.
- Investments in Mexican companies entail substantial risk; 2025 judicial reform; the Mexican government has exercised, and continues to exercise, an important influence on the Mexican economy.
- Our business may be significantly affected by the Mexican economy's general condition, by the depreciation of the peso, inflation, and high-interest rates in Mexico.
- If the Mexican government imposes exchange controls and/or other similar restrictions, the Mexican economy and our operations may be negatively affected.
- Security risks in Mexico could increase, and this could adversely affect the Mexican economy and our business, financial condition, and results of operations.
- We are subject to anti-corruption, anti-bribery, anti-money laundering, and antitrust laws and regulations in Mexico.
- The regulatory environment in which we operate is evolving, and our operations may be modified or otherwise adversely affected by regulatory changes, subjective interpretations of laws or an inability to work effectively with national and local government agencies.
- Laws and regulations may restrict our direct sales efforts and adversely affect our revenue and profitability.
- You may have difficulty enforcing your rights against Betterware and our directors and executive officers.

Risks Related to Ownership of our Ordinary Shares

- As a "foreign private issuer" under the rules and regulations of the SEC, Betterware is permitted to, and is expected to, file less or different information with the SEC than a company incorporated in the United States or otherwise subject to these rules and is permitted to follow certain home country corporate governance practices in lieu of certain NYSE requirements applicable to U.S. issuers.
- If securities or industry analysts do not publish or cease publishing research or reports about Betterware, our business, or markets, or if they change their recommendations regarding the Company shares adversely, the price and trading volume of the Company's shares could decline.
- There can be no assurance that Betterware will be able to comply with the continued listing standards of the NYSE.
- If Betterware is characterized as a passive foreign investment company, or a PFIC, adverse U.S. federal income tax consequences may result for U.S. holders of Company shares.
- An investor may be subject to adverse U.S. federal income tax consequences in the event the IRS were to disagree with the U.S. federal income tax consequences described herein.

- The Amended and Restated Charter of Betterware provides for the exclusive jurisdiction of the federal courts in Mexico City, Mexico for substantially all disputes between the Company and its shareholders, which could limit Company shareholders' ability to obtain a favorable judicial forum for disputes with the Company or its directors, officers, other employees or shareholders.
- The anti-takeover protections included in our Bylaws and others provided under Mexican Law may deter potential acquirors.

CERTAIN CONVENTIONS

Betterware de México, S.A.P.I. de C.V. (formerly Betterware de México, S.A.B. de C.V.), a Mexican *sociedad anónima promotora de inversión de capital variable*, was incorporated under the laws of Mexico in 1995. Unless otherwise stated or unless the context otherwise requires, the terms (i) “we,” “us,” “our,” “Company,” the “Group,” “the Group BeFra” or “BeFra” refer to Betterware de México, S.A.P.I. de C.V., and subsidiaries on a consolidated basis, (ii) “Betterware,” “BTW,” “BWM” and “BW” refer to Betterware de México, S.A.P.I. de C.V. on a standalone basis, and (iii) “JAFRA” or “Jafra” refers to Jafra Cosmetics International, Inc., Jafra Mexico Holding Company, B.V., Distribuidora Comercial Jafra, S.A. de C.V., Jafra Cosmetics International, S.A. de C.V., Jafra Cosmetics, S.A. de C.V., Serviday, S.A. de C.V., Jafrafin, S.A. de C.V. and Distribuidora Venus, S.A. de C.V., on a consolidated basis. See “Company Information—Organizational Structure.”

CURRENCY PRESENTATION

In this annual report, unless otherwise specified or the context otherwise requires:

- “\$,” “US\$” and “U.S. dollar” each refer to the United States dollar; and
- “Ps.” and “peso” each refer to the Mexican peso.

Certain numbers and percentages included in this annual report have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in various tables or other sections of this annual report may vary slightly, and figures shown as totals in certain tables may not be the arithmetic aggregation of the figures that precede them.

PRESENTATION OF FINANCIAL INFORMATION

This annual report contains our Audited Consolidated Financial Statements as of December 31, 2025, 2024, and 2023, and for our fiscal years ended December 31, 2025, 2024 and 2023 (collectively, our “Audited Consolidated Financial Statements”).

For purposes of this annual report, the term fiscal year is synonymous with the financial year and refers to the years covered by our Audited Consolidated Financial Statements.

We prepare our Audited Consolidated Financial Statements in accordance with International Financial Reporting Standards (“IFRS”), as issued by the International Accounting Standards Board (“IASB”). We have applied IFRS issued by the IASB effective at the time of preparing our Audited Consolidated Financial Statements. Our Audited Consolidated Financial Statements as of and for the years ended December 31, 2025, 2024 and 2023 have been audited by PricewaterhouseCoopers, S. C. (“PWC”), an independent registered public accounting firm, whose report dated April 30, 2026, is also included in this annual report.

The Audited Consolidated Financial Statements include the position and results of operations of the Group formed by Betterware, BLSM Latino America Servicios, S.A. de C.V. (“BLSM”), Programa Lazos, S.A. de C.V., Betterware de Guatemala, S.A., Finayo, S.A.P.I. de C.V. SOFOM ENR, Betterware America, LLC, Betterware Perú, S.A.C, Betterware Ecuador, S.A.S, Betterware Colombia, S.A.S and Jafra (See “The Business Combination—Organizational Structure”). The transactions, balances and unrealized gains or losses arising from intra-group transactions have not been considered for the preparation of the Audited Consolidated Financial Statements.

Our Audited Consolidated Financial Statements are presented in thousands of Pesos.

Non-IFRS Measures

We define “EBITDA” as profit for the year adding back the depreciation of property, plant and equipment and right-of-use assets, amortization of intangible assets, financing cost, net and total income taxes. We define “Adjusted EBITDA” as the same ratio with the elimination of non-concurrent transactions and events. EBITDA and adjusted EBITDA are not measures required by or presented in accordance with IFRS. EBITDA and Adjusted EBITDA are non-IFRS financial measures that do not follow generally accepted accounting principles or IFRS. These non-IFRS measures do not have standardized meanings and may not be directly comparable to similarly titled measures adopted by other companies. Potential investors should not rely on information not recognized under IFRS as a substitute for the measures of earning or liquidity required by IFRS in making an investment decision.

We believe that these non-IFRS financial measures are useful to investors because (i) we use these measures to analyze our financial results internally and believe they represent measures of operating profitability and (ii) these measures will provide investors more tools for their analysis of our operating performance.

For reconciliations of EBITDA and Adjusted EBITDA, see “Operating and Financial Review and Prospects—Operating Results—Reconciliation of Non-IFRS Measures.”

PRESENTATION OF INDUSTRY AND MARKET DATA

In this annual report, we rely on, and refer to, information regarding our business and the markets in which we operate and compete. The market data and certain economic and industry data and forecasts used in this annual report were obtained from internal surveys, market research, governmental and other publicly available information, and independent industry publications. Industry publications, surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. We believe that these industry publications, surveys, and forecasts are reliable, but we have not independently verified them and cannot guarantee their accuracy or completeness.

Certain market share information and other statements presented herein regarding our position relative to our competitors are not based on published statistical data or information obtained from independent third parties but reflects our best estimates. We have based these estimates upon information obtained from publicly available information from our competitors in the industry in which we operate.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. [Reserved]

B. CAPITALIZATION AND INDEBTEDNESS

Not applicable.

C. REASONS FOR THE OFFER AND USE OF PROCEEDS

Not applicable.

D. RISK FACTORS

An investment in our Ordinary Shares carries a significant degree of risk. You should carefully consider the following risk factors, together with all of the other information included in this annual report, before making a decision to invest in our ordinary shares. The risks described below are those which the Group believes are the material risks that it faces. Some statements in this annual report, including such statements in the following risk factors, constitute forward-looking statements. See the section entitled "Cautionary Note Regarding Forward-Looking Statements." If any of the following events occur, our business, financial condition and operating results may be materially adversely affected. In that event, the trading price of our securities could decline, and you could lose all or part of your investment.

Risks Related to Our Business

If we are unable to retain our existing, or recruit new, independent distributors, leaders and consultants, our results of operations could be negatively affected.

We distribute almost all of our products through our independent distributors, leaders and consultants, and we depend on them directly for the sale of our products. We experience high turnover among distributors, leaders and consultants from year to year since they can terminate their services at any time. As a result, we need to make significant efforts to retain existing distributors, leaders, and consultants and to recruit or attract others.

To increase our revenue, we must increase the number and/or the productivity of our distributors, leaders and consultants. The number and productivity of our distributors, leaders and consultants also depends on several additional factors, including:

- adverse publicity regarding of any company of the Group, our products or our distribution channel;
- aggressive new competitors in the market looking to increase their market share;

- failure to motivate our distributors, leaders and consultants with new products;
- failure to provide an attractive compensation plan for distributors, leaders and consultants;
- issues with the quality of new products;
- the public's perception of our products;
- competition for distributors, leaders and consultants from other direct selling companies;
- the public's perception of our distributors, leaders and consultants, and direct selling businesses in general; and
- general economic and business conditions.

Our operations would be harmed if we failed to generate continued interest and enthusiasm among our distributors, leaders and consultants or we failed to attract new ones, or if our distributors, leaders and consultants are unable to operate due to internal or external factors.

The number of our active distributors, leaders and consultants may not increase and could decline in the future. Our operating results could be harmed if existing and new business opportunities and products do not generate sufficient interest in retaining existing distributors, leaders and consultants or recruiting new ones.

The loss of key high-level distributors, leaders or consultants could negatively impact our growth and our revenue.

As of December 31, 2025, BWM had approximately 654,680 active associates and 40,723 distributors, and JAFRA had approximately 470,925 and 20,483 active consultants and leaders, respectively. BWM's distributors and JAFRA's leaders and consultants, together with their extensive networks of downline distributors or leaders, account for an important part of our net revenue. As a result, the loss of a high-level distributors, leaders or consultants, could negatively impact our network growth and our net revenue.

A decline in our customers' purchasing power or consumer confidence or in customers' financial condition and willingness to spend could materially and adversely affect our business.

The sale of our products strongly correlates to the level of consumer spending generally, and thus is significantly affected by the general state of the economy and the ability and willingness of consumers to spend on discretionary items. Reduced consumer confidence and spending generally may result in reduced demand for our products and limitations on our ability to maintain or increase prices. A decline in economic conditions or general consumer spending in any of our major markets could have a material adverse effect on our business, financial condition and results of operations.

Failure to successfully develop new products could harm our business.

An important component of our business is our ability to develop new products that create enthusiasm among our customers. If we fail to introduce new products planned for the future, our distributors, leaders and consultants' productivity could be harmed. In addition, if our new products fail to gain market acceptance, are restricted by regulatory requirements, or have quality problems, this would harm our results of operations. Factors that could affect our ability to continue to introduce new products include, among others, government regulations, proprietary protections of competitors that may limit our ability to offer comparable products and any failure to anticipate changes in consumer tastes and buying preferences.

We depend on multiple contract manufacturers mostly located in China, and the loss of the services provided by any of our manufacturers could harm our business and results of operations.

We outsource product manufacturing to third-party contractors located mainly in China. During the year 2025, products supplied by Chinese manufacturers accounted for approximately +87.2% of BWM's revenues.

If these suppliers have unscheduled downtime or are unable to fulfill their obligations under these manufacturing agreements because of political or regulatory restrictions, equipment breakdowns, labor strikes, natural disasters, health diseases on health epidemics or pandemics, or any other cause, this could adversely affect our overall business, results of operations and financial condition.

Also, although we provide all of the formulations used to manufacture our products, we have limited control over the manufacturing process itself. As a result, any difficulties encountered by the third-party manufacturer that result in product defects, production delays, cost overruns, or the inability to fulfill orders on a timely basis, due to, for instance, sanctions, tariffs or blocks imposed on Chinese products, could have a material adverse effect on our business, financial condition and results of operations.

Disruptions or delays at our facility in Queretaro, Mexico could have a material adverse effect on our business, particularly with respect to the beauty and personal care segment.

Our facility in Queretaro, Mexico, manufactures a substantial portion of the products of our beauty and personal care segment, which accounted for 84.3% of JAFRA sales, and as of December 31, 2025, represented 59.9% of our total sales at a consolidated level. Significant unscheduled downtime or a reduction in capacity at this facility, whether due to equipment breakdowns, power failures, natural disasters (due to climate change or otherwise), pandemics, weather conditions hampering delivery schedules, shortages of raw materials and products, technology disruptions or other disruptions, including those caused by transitioning manufacturing across these facilities, or any other cause could have a material adverse effect on our ability to provide products to our leaders, consultants and customers, which could have a material adverse effect on our sales, business, prospects, reputation, results of operations, financial condition and/or cash flows.

Additionally, some of our employees at this facility are members of labor unions. In the past, we have experienced labor-union related work strikes in Mexico which have affected our operations. Also, negotiating labor contracts, either for new locations or to replace expiring contracts, is time consuming or may not be accomplished on a timely basis. If we are unable to satisfactorily negotiate those labor contracts with the labor unions on terms acceptable to us or without a strike or work stoppage, our business could be materially adversely affected. Any strike or work stoppage could disrupt our business, adversely affecting our results of operations and our public image could be materially adversely affected by such labor disputes. In addition, existing labor contracts may not prevent a strike or work stoppage, and any such work stoppage could have a material adverse effect on our business.

Volatility in costs, along with delays and disruptions in the supply of materials and services, could have a material adverse effect on our business, prospects, results of operations, financial condition and/or cash flows.

We purchase raw materials, including essential oils, alcohols, chemicals, containers and packaging components, from various third-party suppliers. Substantial cost increases delays and the unavailability of raw materials or other commodities, as a result of continued global supply chain disruptions, and higher costs for energy, transportation and other necessary services have adversely affected and may continue to adversely affect our beauty and personal care segment profit margins if we are unable to wholly or partially offset them, such as by achieving cost efficiencies in its supply chain, manufacturing and/or distribution activities. In addition, we purchase certain finished goods, raw materials, packaging and other components from single-source suppliers or a limited number of suppliers and if we are required to find alternative sources of supply, these new suppliers may have to be qualified under applicable industry, governmental and Company-mandated vendor standards, which can require additional investment and be time-consuming.

Any significant disruption to our manufacturing or sourcing of products or raw materials, packaging and other components for any reason (including the continued global supply chain disruptions) could materially impact our inventory levels and interrupt and delay our supply of products to our leaders and consultants. Such events, if not promptly remedied, could have a material adverse effect on our business, prospects, reputation, results of operations, financial condition and/or cash flows.

Competition could have a material adverse effect on our business, prospects, results of operations, financial condition and/or cash flows.

The markets in which we operate are competitive. Our results of operations may be harmed by market conditions and competition in the future. Many competitors have greater name recognition and financial resources than we have, which may give them a competitive advantage.

We compete against a number of multi-national manufacturers, some of which are larger and have substantially greater resources than us, and which may therefore have the ability to spend more aggressively than us on new business acquisitions, research and development activities, technological advances to evolve in their e-commerce capabilities and advertising, promotional, social media and/or marketing activities and have more flexibility than us to respond to changing business and economic conditions.

Also, our products compete directly with branded, premium retail products. We currently do not have significant patent or other proprietary protection, and competitors may introduce products with the same ingredients that we use in our products.

We also compete with other companies for distributors, leaders and consultants. Some of these competitors have a longer operating history, better name recognition and greater financial resources than we do. Some of our competitors have also adopted and could continue to adopt some of our business strategies. Consequently, to successfully compete in this market and attract and retain distributors, leaders and consultants, we must ensure that our business opportunities and compensation plans are financially rewarding. We may not be able to continue to successfully compete in this market for distributors, leaders and consultants, which would ultimately affect our business operations.

If the industry in which we operate, our business or our products are subject to adverse publicity, our business may suffer.

We are very dependent upon our distributors, leaders, consultants and the general public perception of the overall integrity of our business, as well as the safety and quality of our products and similar products distributed by other companies. The number and motivation of our distributors, leaders and consultants and the acceptance by the general public of our products may be negatively affected by adverse publicity regarding:

- the legality of network-marketing systems in general or our network-marketing system specifically;
- the safety and quality of our products;
- regulatory investigations of our products;
- the actions of our distributors, leaders and consultants;
- management of our distributors, leaders and distributors; and
- the direct selling industry.

Any event that negatively affects the general public perception of our industry, business or products could have a material effect on our results of operations.

Failure of our technology initiatives to create sustained enthusiasm in our distributors, leaders and consultants and incremental cost savings could negatively impact our business.

We constantly develop and implement strategies to continue using technology to attract distributors, leaders and consultants and provide them new technology to facilitate taking orders of our products. In certain demographic markets, we have experienced some success implementing our technology strategies to improve our operating efficiency. However, any cost savings from our technology strategies may not prove to be significant, or we may not be successful in adapting and implementing these strategies to other markets in which we operate. This could result in our inability to service our distributors, leaders and consultants in the manner they expect, which could ultimately affect our results of operations.

We are dependent on information and communication technologies, and our systems and infrastructures face certain risks, including cybersecurity risks.

The operation of complex infrastructures and the coordination of the many actors involved in our operation require the use of several highly specialized information systems, including both our own information technology systems and those of third-party service providers, such as systems that monitor our operations or the status of our facilities, communication systems to inform the public, access control systems and closed circuit television security systems, infrastructure monitoring systems and data and voice communication systems used by our personnel. In addition, our accounting and fixed assets, payroll, budgeting, human resources, supplier and commercial, hiring, payments and billing systems and our websites are key to our functioning. The proper functioning of these systems is critical to our operations and business management. These systems may, from time to time, require modifications or improvements as a result of changes in technology, the growth of our business and the functioning of each of these systems.

The risk of cyber-crime continues to increase across all industries and geographies as infiltrating technology is becoming increasingly sophisticated. If we are unable to prevent a significant cyber-attack, such attack could materially disrupt our operations, damage our reputation and lead to regulatory penalties and financial losses. To prevent such disruptions to our operations we have implemented a multi-layer security framework, from strategic corporate policies to operational procedures and controls. To support this framework, we use sophisticated technologies to secure our perimeter, computing equipment, networks, servers, storage and databases.

Information technology systems cannot be completely protected against certain events such as natural disasters, fraud, computer viruses, hacking, communication failures, equipment breakdown, software errors and other technical problems. However, our security framework allows us to minimize and manage these risks through the use of enabling technologies such as, but not limited to, firewalls, mail & web filtering, end point protection, antivirus and anti-malware, access lists, encryption and hardening. To ensure security at the web application level, a WAF - Web Application Firewall is implemented that protects web applications by filtering and blocking malicious traffic. This helps to prevent data theft, security breaches, and applications downtime.

In addition, our business operations routine involves gathering personal information about vendors, distributors, leaders, consultants, customers and employees among others, through the use of information technologies. Breaches of our systems or those of our third-party contractors, or other failures to protect such information, could expose such people's personal information to unauthorized use. Any such event could give rise to significant potential liability and reputational harm. To reduce the risk of cyberattacks, we plan to hire a Security Operations Center (SOC) to provide real-time protection for the Group's most critical information assets.

During 2025, we experienced a number of non-material phishing attempts which consisted of fake e-mails requesting minor payments and/or confidential information and e-mails with malicious files that we were able to successfully quarantine and contain, as well as sporadic attempted attacks, that were minor and unsuccessful, on our infrastructure. None of such incidents were material nor had any significant effect on our business or operations. However, we cannot guarantee any future events will not affect our operations or customers, particularly with AI use. We are constantly seeking to improve and strengthen our security strategy by aligning it with Security Frameworks and Best Practices such as NIST CSF and ISO 27000.

Because of the costs and difficulties inherent in managing cross-border business operations, our results of operations may be negatively impacted.

Managing our business, operations, personnel or assets in multiple jurisdictions is challenging and costly. Management may be inexperienced in cross-border business practices and unaware of significant differences in accounting rules, legal regimes and labor practices. Even with a seasoned and experienced management team, the costs and difficulties inherent in managing cross-border business operations, personnel and assets can be significant (and much higher than in a purely domestic business) and may negatively impact our financial and operational performance.

Our distributors, leaders and consultants are independent contractors and not employees. If regulatory authorities were to determine, however, that our distributors, leaders and consultants are legally our employees, we could have significant liability under social benefit laws.

Distributors, leaders and consultants are self-employed and are not our employees. Periodically, the question of the legal status of our distributors, leaders and consultants has arisen, usually with regard to possible coverage under social benefit laws that would require us to make regular contributions to social benefit funds. We cannot guarantee there will not be a future judicial or administrative determination adverse to the current criteria, which would substantially and materially adversely affect our business, results of operations and financial condition.

Deterioration of general economic and geopolitical conditions, including due to the ongoing military conflicts between Russia and Ukraine and in the Middle East, could have a material adverse effect on our business.

Our business may be adversely affected by changes in global economic and political conditions, particularly given our cross-border activity, which may result in increased volatility in our markets. Global markets have experienced economic uncertainty, volatility and disruption due to ongoing conflicts such as the Russian Ukrainian war, the instability and the United States' intervention in Venezuela, Israel and the United States' conflict with Iran, and various other Middle East tensions. Additionally, U.S. tariff policies, the decoupling of the Chinese and U.S. economies, and the weakening of multilateralism in trade further exacerbate global trade uncertainties. These geopolitical tensions collectively contribute to market volatility, disrupt supply chains, and create an unpredictable economic climate, posing substantial challenges for businesses operating on a global scale including:

- credit and capital market disruptions;
- significant volatility in commodity prices (such as silica, metals, and oil and gas);
- increased expenses related to direct and indirect materials used in our production process (i.e., packaging, logistics and inputs, among others);
- increased costs of resources (such as energy, biomass, natural gas and coal) for our operations;
- slowdown or disruption of the global and local supply chain, which may lead to shortages and lack of critical materials, commodities and products in the market and a substantial increase in the prices of our raw materials as a result;
- potential appreciation of the U.S. dollar;
- increase in interest rates and inflation in the markets in which we operate, which may contribute to further increases in the prices of energy, oil and other commodities; and
- lower or negative global growth.

Any such event may increase our costs and adversely affect our business if we are not able to pass such increased costs onto our customers. In addition, in the event there is a slowdown or disruption of the global and local supply chains, we may face interruptions in our production if we are not able to proactively manage our inventory and enter into strategic partnerships with suppliers. A delay in the transit time of our shipments would impact the availability of our products in the relevant consumer markets and increase our cost of capital employed as a result of larger inventories and longer accounts receivable turnover, therefore impacting our results of operations and financial position.

Geopolitical and economic risks have also increased over the past few years as a result of constant intensification of trade tensions between the United States and China, Brexit, and the rise of populism. The complexity of commercial relationships and the change in the tariff policies can result in fluctuations in our costs. Global supply chains, on which we heavily rely, may also face additional challenges, requiring effective mitigation strategies. Growing tensions may lead, among others, to the weakening of multilateral regime of world economy and WTO rules, a deglobalization of the world economy, an increase in protectionism or barriers to immigration, a general reduction of international trade in goods and services and a reduction in the integration of financial markets, any of which could materially and adversely affect our business, financial condition and results of operations.

Economic and political uncertainty in the United States may also create uncertainty in the global economy. In November 2024, Donald Trump was elected U.S. president. Trump's administration will result in changes in legislation, regulation and government policy that could significantly impact our business, the relationship between Mexico and the United States as well as the markets in which we compete in the United States.

On April 2, 2025, President Donald Trump announced the implementation of global reciprocal tariffs between 10%-50%. Later, President Donald Trump announced the suspension of new tariffs for 90 days and raised the tariffs applied to China to 145%. President Donald Trump's global reciprocal tariffs represent a new phase in US trade and economic policy, aiming to create a durable tariff wall around the country to address what it is seen to be as trade imbalances. Countries around the globe (including China and EU members) are planning or have already implemented retaliation tools against the United States. China, for example, applied 125% retaliatory tariffs over US imports. These rapidly evolving tariffs are unpredictable and are expected to impact global growth prospects an increase inflation, with potential effect amplified by a shift toward global economic fragmentation beyond direct retaliation against the U.S.

In addition to the broad-based tariffs described above, the current U.S. administration has indicated that it may adopt Mexico-specific measures targeting strategic sectors such as automobiles, auto parts, steel, aluminum and other industrial goods manufactured in Mexico. The administration has also suggested the possibility of restricting preferential treatment under the USMCA framework through stricter enforcement of rules of origin, labor compliance provisions and dispute mechanisms, without formally terminating the agreement. Furthermore, the United States may implement enhanced customs inspections, border controls or other non-tariff barriers that could delay cross-border trade and increase logistics costs. Certain public statements have also linked potential trade measures to immigration enforcement, enforcement against drug traffickers and border security policies, creating the risk that tariffs could be reimposed or expanded based on non-trade considerations. These sector-specific and non-tariff measures could adversely affect Mexican manufacturing, supply chains and the demand for our products.

We are continuing to monitor the situation in Russia, Ukraine, Venezuela, the Middle East, U.S. and globally, and assess its potential impact on our business. The ongoing geopolitical tensions, including contribute to significant market volatility and disrupt global supply chains. The weakening of multilateralism in trade further exacerbates these uncertainties. Any of these factors could adversely affect our business, prospects, financial condition, and operating results. These disruptions may also magnify the impact of other risks described elsewhere in this annual report.

Goodwill, property, plant and equipment and intangible assets represent a significant portion of the Group's statement of financial position, and our operating results may suffer from possible impairments.

Goodwill, property, plant and equipment and intangible assets in our statement of financial position derived from past business combinations carried out by the Group, are further explained in the notes to the consolidated financial statements located elsewhere in this annual report. Goodwill and intangible assets with indefinite useful lives are tested for impairment at least annually. Property, plant and equipment and intangible assets with definite useful lives are tested for impairment whenever there is an indication that these assets may be impaired. In the case of an impairment, we will recognize charges to our operating results based on the impairment assessment processes. In addition, future acquisitions may be made by the Group and a portion of the purchase price of these acquisitions may be allocated to acquired goodwill, property, plant and equipment and intangible assets. An impairment on property, plant and equipment or goodwill of acquired businesses could have a material adverse effect on our financial condition and results of operations.

Material weaknesses have been identified in Betterware’s internal control over financial reporting, and if we fail to establish and maintain proper and effective internal controls over financial reporting, our results of operations and our ability to operate our business may be materially adversely affected.

As of December 31, 2025, our management assessed the effectiveness of our internal control over financial reporting based on the criteria for effective internal control over financial reporting established in Internal Control – Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013.

Our management concluded that we did not design and maintain effective controls over (i) the effectiveness of the controls over the business combination process, specifically, we did not design and maintain controls to determine the goodwill and long-lived assets at acquisition and its ongoing impairment assessment; including controls over the review of the data and assumptions used to determine the fair value of the assets and liabilities and the recoverable amount; (ii) the effectiveness of the controls over substantially all accounts and disclosures in the period-end financial reporting and consolidation process. Specifically, we did not design and maintain formal accounting policies, procedures and controls to ensure complete, accurate and timely reporting in the consolidated financial statements; and (iii) the effectiveness of information technology (“IT”) general controls for information systems that are relevant to the preparation of our consolidated financial statements including control over change management, user access, computer operations and program development.

We are in the process of implementing several measures to strengthen our internal control over financial reporting such as the deployment of IT applications to enable and automate the consolidation and ITGC process. For details of the controls and remediation plan, see “*Item 15—Controls and Procedures—Disclosure Controls and Procedures.*”

The Company is an accelerated filer and has maintained that status from 2022 to 2025. The Company continues working to improve on the implementation of a formal internal control over financial reporting program based on a top-down risk assessment ensure the existence of controls over significant accounts, processes, applications and IT environments. See “*Item 15—Controls and Procedures—Disclosure Controls and Procedures.*”

If we fail to establish and maintain proper and effective internal controls over financial reporting or fail to adequately resolve our existing material weaknesses, our results of operations and our ability to operate our business may be materially adversely affected.

Our controlling shareholder may have interests that conflict with your interests.

As of the date of this annual report, Campalier S.A. de C.V. (“Campalier”), directly and through Banco Invex S.A. Institucion de Banca Múltiple, Invex Grupo Financiero, controls approximately 54.2% of our outstanding Ordinary Shares. As the controlling shareholder, Campalier may take actions that are not in the best interests of the Group’s other shareholders. These actions may be taken in many cases even if they are opposed by the Group’s other shareholders. In addition, this concentration of ownership may discourage, delay or prevent a change in control which could deprive you of an opportunity to receive a premium for your Ordinary Shares as part of a sale of the Group.

Our business and results of operations may be adversely affected by the increased strain on our resources from complying with the reporting, disclosure and other requirements applicable to public companies in the United States promulgated by the U.S. Government, the NYSE or other relevant regulatory authorities.

Compliance with existing, new and changing corporate governance and public disclosure requirements adds uncertainty to our compliance policies and increases our costs of compliance. Changing laws, regulations and standards include those relating to accounting, corporate governance and public disclosure, including the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Sarbanes-Oxley Act of 2002, new SEC regulations and the NYSE listing guidelines. Application of these laws, regulations and guidelines may evolve over time as new guidance is provided by regulatory and governing bodies. In particular, compliance with Section 404 of the Sarbanes-Oxley Act of 2002 (“Section 404”) and related regulations regarding required assessment of internal controls over financial reporting and our external auditor’s audit of that assessment, requires the commitment of significant financial and managerial resources.

We also expect the regulations to increase our legal and financial compliance costs and to make it more difficult to attract and retain qualified officers and members of our board of directors, particularly to serve on our audit committee, and make some activities more difficult, time-consuming and costly.

Existing, new and changing corporate governance and public disclosure requirements could result in continuing uncertainty regarding compliance matters and higher costs of compliance as a result of ongoing revisions to such governance standards. Our efforts to comply with evolving laws, regulations and standards have resulted in, and are likely to continue to result in, increased general and administrative expenses. In addition, new laws, regulations and standards regarding corporate governance may make it more difficult for our company to obtain director and officer liability insurance. Further, our board members and senior management could face an increased risk of personal liability in connection with their performance of their duties. As a result, we may face difficulties attracting and retaining qualified board members and senior management, which could harm our business. If we fail to comply with new or changed laws or regulations and standards differ, our business and reputation may be materially adversely affected.

Our revenue and profitability may be affected if we fail to acquire new companies or integrate those that we have already acquired, such as Jafra and, eventually Tupperware.

We consider acquisitions a useful instrument to complement our organic growth. We opportunistically explore acquiring other businesses and assets, such as the Jafra Acquisition and the pending Tupperware Acquisition, as defined below.

However, we may face financial, managerial and operational challenges, including diversion of management attention and resources needed for existing operations, difficulties with integrating acquired businesses, such as Jafra, integration of different corporate cultures, increased expenses, potential dilution of our brand, assumption of unknown liabilities, potential disputes with the sellers and the need to evaluate the financial systems of and establish internal controls for acquired entities. Further, we seek out acquisitions of companies that maintain the same high quality standards that we maintain, and if we misjudge or overestimate products quality standards, we may not be able to use these products or implement the strategies that were the primary reason for the corresponding acquisition, such as may be the case with the Jafra Acquisition, which would lead to a significant loss both financially and in time spent by our teams trying to integrate the products or implement the strategy.

In addition, our ability to realize the benefits we anticipate from our acquisition activities, including the Jafra Acquisition, including any anticipated sales growth, cost synergies and other anticipated benefits, will depend in large part upon whether we are able to integrate such businesses efficiently and effectively. Integration is an ongoing process, and we may not be able to fully integrate such businesses smoothly or successfully, and the process may take longer than expected. Further, the integration of certain operations and the differences in operational culture following such activity will continue to require the dedication of significant management resources, which may distract management's attention from day-to-day business operations.

There may also be unasserted claims or assessments that we failed or were unable to discover or identify in the course of performing due diligence investigations of target businesses. While we normally negotiate representation and warranties and related indemnification in relation to such acquisitions, these may not be enough to cover our exposure if a significant liability arises in connection with any acquisition agreement, including the Jafra Acquisition. We cannot assure you that these indemnification provisions will protect us fully or at all, and as a result we may face unexpected liabilities that could adversely affect our business, financial condition and results of operations.

If we are unable to successfully integrate the operations of Jafra, Tupperware or any other acquired business, into our business, we may be unable to realize the sales growth, cost synergies and other anticipated benefits of such transactions, and our business, results of operations and cash flow could be materially adversely affected.

Our indebtedness and any future inability to meet any of our obligations under our indebtedness could adversely affect us by reducing our flexibility to respond to changing business and economic conditions.

As of December 31, 2025, we had Ps.4,464 million of outstanding indebtedness (current and non-current borrowings and leases). We rely on obtaining financing and refinancing of existing indebtedness in order to operate our business, implement our strategy and grow our business. Recent disruptions in the global credit markets and their effect on the global and Mexican economies could materially adversely affect our business. We may also incur additional working capital lines of credit to meet future financing needs, subject to certain restrictions under our indebtedness, which would increase our total indebtedness. We may be unable to generate sufficient cash flow from operations and future borrowings, and other financing may be unavailable in an amount sufficient to enable us to fund our current and future financial obligations or our other liquidity needs, which would have a material adverse effect on our business, prospects, financial condition, liquidity and results of operations as well as reduce the availability of our cash flow to fund working capital, operations, capital expenditures, dividend payments, strategic acquisitions, expansion of our operations and other business activities. Our indebtedness could have material negative consequences on our business, prospects, financial condition, liquidity, results of operations and cash flows, including the following:

- limitations on our ability to obtain additional debt financing sufficient to fund growth, such as working capital and capital expenditures requirements or to meet other cash requirements, in particular during periods in which credit markets are weak;
- a downgrade in our credit ratings;
- a limitation on our flexibility to plan for, or react to, competitive challenges in our business and industry;
- the possibility that we are put at a competitive disadvantage relative to competitors with less debt or debt with more favorable terms than us, and competitors that may be in a more favorable position to access additional capital resources and withstand economic downturns;
- limitations on our ability to execute business development activities to support our strategies or ability to execute restructuring as necessary; and
- limitations on our ability to invest in recruiting, retaining, and servicing our distributors, leaders and consultants.

Certain of our indebtedness contain customary covenants, including, among other things, limits on the ability of the company and any restricted subsidiary to, subject to certain exceptions, incur liens, incur debt, merge, consolidate or dispose of all or substantially all of its assets.

Changes in taxes and other assessments may adversely affect us.

The legislatures and tax authorities in the tax jurisdictions in which we are subject to tax regularly enact reforms to the tax and other assessment regimes to which we, our distributors, leaders and consultants, and our customers are subject. Such reforms include changes in tax rates and, occasionally, enactment of temporary taxes, the proceeds of which are earmarked for designated governmental purposes. In addition, the interpretation of tax laws by courts and taxation authorities is constantly evolving. The effects of these changes and any other changes that result from enactment of additional tax reforms or changes to the manner in which current tax laws are applied cannot be quantified and there can be no assurance that any such reforms or changes would not have an adverse effect upon our business directly or indirectly (e.g., by affecting the business of our consultants and representatives).

For example, Latin American governments have often increased taxes or changed tax legislation as a response to macroeconomic crises or other developments affecting their respective jurisdictions. These and any other possible future changes in tax policy laws in the countries where we are subject to tax may adversely affect our business, financial condition, and results of operations.

In December 2021, the Organization for Economic Cooperation and Development “OECD” released the pillar two model rules (the Global Anti-Base Erosion Proposal, or “GloBE”) to reform international corporate taxation. Large multinational enterprises within the scope of the rules are required to calculate their GloBE effective tax rate for each jurisdiction where they operate. They will be liable to pay a top-up tax for the difference between their GloBE effective tax rate per jurisdiction and the 15% minimum rate.

As of December 31, 2025, the Group is not within the scope of the pillar two model rules because this legislation has not been enacted in the jurisdictions where it operates. Since pillar two legislation is not effective at the reporting date, the Group has no current tax exposure; however, the Group will be analyzing the potential implications of the application of the pillar two rules, including evaluating whether the requirements in each jurisdiction qualify as income taxes under the scope of IAS 12. We cannot provide any assurance regarding the effect, if any, that such rules would have on our results of operations or financial condition.

Distributions to U.S. Holders of our shares may be fully taxable as dividends.

It is difficult to predict whether or to what extent the Company will generate earnings or profits as computed for U.S. federal income tax purposes in any given tax year. If the Company makes distributions on the shares from current or accumulated earnings and profits as computed for U.S. federal income tax purposes, such distributions generally will be taxable to U.S. Holders of the Company's shares as ordinary dividend income for U.S. federal income tax purposes. Under current law, if certain requirements are met, such dividends would be eligible for the lower tax rates applicable to qualified dividend income of certain non-corporate U.S. Holders. Because the Company does not maintain calculations of its earnings and profits under U.S. federal income tax principles, it is expected that any such distribution on ordinary shares (including any Mexican taxes withheld) will be reported to U.S. Holders as foreign source dividend income. See "Taxation of distributions" below.

We are subject to environmental laws and regulations risks that could affect our business, results of operations and financial condition.

Our operations are subject to a wide range of environmental laws and regulations in each of the jurisdictions in which we operate. These laws and regulations impose increasingly rigorous environmental protection standards. According to Mexican General Law of Ecological Balance and Environmental Protection (Ley General de Equilibrio Ecológico y la Protección al Ambiente or LGEEPA in Spanish), organizations must comply with the following, among others: (i) guarantee the human right of every person to a healthy environment for their development and well-being; (ii) the preservation, restoration and improvement of the environment; (iii) the preservation and protection of biodiversity, as well as the establishment and administration of protected natural areas; (iv) the sustainable use, preservation and, where appropriate, restoration of soil, water and other natural resources, so that they are compatible for obtaining economic benefits and the activities of society with the preservation of the ecosystems; and (v) prevention and control of air, water and soil pollution, among others. The establishment of these controls and security measures exposes us to a risk of significant environmental costs and responsibilities, such as taxes, investment in equipment and technology, investment in spaces for development and well-being, fines and penalties. In addition, we are exposed to the fact that, over time, these laws and regulations may become more stringent over existing ones, which could lead to the imposition of new risks and costs resulting in a decrease in our profitability.

Environmental requirements can restrict trade which could lead to increased transportation and import costs for the products we sell to our customers.

Environmental, social and corporate governance (ESG) issues, including those related to climate change and sustainability, may have an adverse effect on our business, financial condition and results of operations and damage our reputation.

There is an increasing focus from certain investors, customers, consumers, employees and other stakeholders concerning ESG matters. Additionally, public interest and legislative pressure related to public companies' ESG practices continue to grow. If our ESG practices fail to meet regulatory requirements or investor, customer, consumer, employee or other stakeholders' evolving expectations and standards for responsible corporate citizenship in areas including environmental stewardship, support for local communities, board of director and employee diversity, human capital management, employee health and safety practices, product quality, supply chain management, corporate governance and transparency, our reputation, brand and employee retention may be negatively impacted, and our customers and suppliers may be unwilling to continue to do business with us. See "Company Information—Environment, Social and Governance."

Customers, consumers, investors and other stakeholders are increasingly focusing on environmental issues, including climate change, energy and water use, plastic waste and other sustainability concerns. Concern over climate change may result in new or increased legal and regulatory requirements to reduce or mitigate impacts to the environment. Changing customer and consumer preferences or increased regulatory requirements may result in increased demands or requirements regarding plastics and packaging materials, including single-use and non-recyclable plastic products and packaging, other components of our products and their environmental impact on sustainability, or increased customer and consumer concerns or perceptions (whether accurate or inaccurate) regarding the effects of substances present in certain of our products. Complying with these demands or requirements could cause us to incur additional manufacturing, operating or product development costs.

If we do not adapt to or comply with new regulations, or fail to meet evolving investor, industry or stakeholder expectations and concerns regarding ESG issues, investors may reconsider their capital investment in our Company, and customers and consumers may choose to stop purchasing our products, which could have a material adverse effect on our reputation, business, results of operations or financial condition.

Our products are subject to federal, state and international regulations that could have a material adverse effect on our business, prospects, results of operations, financial condition and/or cash flows.

Our business is subject to numerous laws, regulations and trade policies. We are subject to regulation by the FTC and the FDA in the U.S., as well as various other federal, state, local and foreign regulatory authorities, including those in the countries in which the Company operates. Our facility located in Queretaro, Mexico is registered with the FDA as a drug manufacturing establishment, permitting the manufacture of cosmetics and other beauty-care products that contain over-the-counter drug ingredients, such as sunscreens, anti-perspirant deodorants and anti-dandruff hair-care products. Regulations in the U.S., the EU, Canada and other countries in which we operate are designed to protect consumers or the environment, such as regulations enacted to address the impacts of climate change, have an increasing influence on our product claims, ingredients and packaging. To the extent federal, state, local and/or foreign regulatory changes occur in the future, whether due to changes in applicable laws or regulations or evolving interpretations and enforcement policies by regulatory authorities, they could require us to reformulate or discontinue certain of our products or revise its product packaging or labeling, any of which could result in, among other things, increased our costs, delays in product launches, product returns or recalls and lower net sales, and therefore could have a material adverse effect on our business, prospects, results of operations, financial condition and/or cash flows.

Our limited proprietary intellectual property and failure to keep pace with technological developments, including emerging technologies such as artificial intelligence, could adversely affect our competitive position.

We rely primarily on our trademarks, brand recognition and operational execution rather than significant proprietary technology or intellectual property. As a result, our business may be more susceptible to competitive pressures, including from companies that develop or control proprietary technologies or other intellectual property rights.

Our industry is subject to ongoing technological change, including the increasing use of digital tools, data analytics and artificial intelligence by competitors. Competitors that more effectively adopt or leverage such innovations may improve efficiency, enhance customer experience or reduce costs, which could make their products or services more profitable than ours.

Risks Related to Mexico

Since more than 90% our operations are concentrated in Mexico, we are subject to political, economic, legal, and regulatory risks specific to Mexico and are vulnerable to an economic downturn, other changes in market conditions, acts of violence, or natural disasters in Mexico which may adversely affect our business and results of operations.

Currently, almost all of our operations are conducted, and almost all of our customers are located, in Mexico. Accordingly, our ability to raise revenues, our financial condition and results of operations are substantially dependent on the economic conditions prevailing in Mexico. As a result, our business may be significantly affected by the Mexican economy's general condition, political events and by the depreciation of the Mexican peso, by inflation and high interest rates in Mexico, among others. Declines in growth, high rates of inflation and high interest rates in Mexico may have a generally adverse effect on our operations. If inflation in Mexico increases while economic growth slows or stagnates, our business, results of operations and financial condition could be affected. In addition, high interest rates and economic instability could increase our costs of financing. For the years ended December 31, 2023, 2024 and 2025, annual GDP growth in Mexico was 3.1%, 1.4% and decreased to 0.8%, respectively.

During 2025, Mexico's sovereign debt rating was confirmed by several rating agencies (S&P Global, HR Ratings and Fitch Ratings) and a stable outlook was maintained. We cannot ensure that the rating agencies will not announce an outlook revision and/or any downgrades of Mexico or any of its state-owned companies. These revisions and downgrades could adversely affect the Mexican economy and, consequently, our business, financial condition, operating results and prospects.

Decreases in the growth rate of the Mexican economy, periods of low or negative growth or high inflation may adversely affect, the activities, financial situation, operating results, cash flows and/or prospects of the Group.

The market prices of securities issued by companies with Mexican operations are affected to varying degrees by the economic and market situation in other places, including the United States, China, the rest of Latin America and other countries with emerging markets. Therefore, investors' reactions to events in any of these countries could have an adverse effect on the market price of securities issued by companies with Mexican operations. Past economic crises that have occurred in the United States, China or in countries with emerging markets could cause a decrease in the levels of interest in the securities issued by companies with Mexican operations.

In the past, the emergence of adverse economic conditions in other emerging countries has led to capital flight and, consequently, to decreases in the value of foreign investments in Mexico. The financial crisis that arose in the United States during the third quarter of 2008, unleashed a global recession that directly and indirectly affected the economy and the Mexican stock markets and caused, among other things, fluctuations in purchase prices the sale of securities issued by publicly traded companies, shortage of credit, budget cuts, economic slowdowns, volatility in exchange rates, and inflationary pressures.

Financial problems or an increase in risk related to investment in emerging economies or a perception of risk could limit foreign investment in Mexico and adversely affect the Mexican economy. Mexico has historically experienced uneven periods of economic growth and the economy as a whole has recently been adversely affected by the current expectation of a recession or slowdown in the United States and other countries' economies. There can be no assurance that the overall business environment in which we operate will improve and we cannot predict the impact any future economic downturn could have on our results of operations and financial condition. However, consumer demand generally decreases during economic downturns, which will negatively affect our business, results of operations and financial condition.

Political events and Mexican governmental policies may result in disruptions to our business operations and financial condition.

The Mexican government has exercised, and continues to exercise, a significant influence over many aspects of the Mexican economy. Thus, the actions and policies of the Mexican federal government relating to the economy as a whole, and in particular taxes, salaries, pension, air transport and similar services, and other political events in the country, could have a significant impact on us, as well as a more general impact on market conditions, prices and yields on Mexican variable and fixed income securities. We cannot predict whether political events or changes in the law, policy and regulations in Mexico, including measures related to new or increased taxes, could affect our business activities, financial condition, operating results, cash flows and prospects.

Political events in Mexico can significantly affect Mexican economic policy and, consequently, our operations. Political disagreements between the executive, legislative and judicial branches could come to a standstill and avoid the timely implementation of political and economic reforms, which in turn could have a major adverse effect on Mexican economic policy and, therefore, also on our business. We cannot predict the impact that political, economic and social conditions will have on the Mexican economy. In addition, we cannot guarantee that political, economic or social developments in Mexico, over which we have no control, will not have an adverse effect on our business, financial condition, operating results and prospects.

Presidential, congressional and other governmental elections were held in Mexico on June 2, 2024, and Ms. Claudia Sheinbaum of the National Regeneration Movement (Movimiento de Regeneración Nacional), or Morena (the main political party of the Morena-PT (Partido del Trabajo) – PVEM (Partido Verde Ecologista de México) coalition), was elected president, taking office on October 1, 2024. The legislators elected in June, 2024, took office on September 1, 2024. As a result of the elections, the Morena coalition currently holds a qualified two-thirds majority in the Mexican House of Representatives and a qualified majority in the Mexican Senate. These majorities give the Morena coalition substantial authority to implement changes to the Constitution, laws, policies and regulations of Mexico.

On September 15, 2024, a constitutional judicial reform overhauling the functioning of the federal judiciary, mandating that all federal judges, including Supreme Court justices, be elected by popular vote, and lowering the qualification requirements to run for a judicial post in Mexico was published in the Federation Official Gazette (Diario Oficial de la Federación) and became effective the day after its publication in the Federal Official Gazette. Pursuant to this constitutional reform, the first election to select new federal judges took place in June 2025. Following this, the Mexican federal and local legislatures were given 90 and 180 calendar days, respectively, from September 16, 2024, to amend federal and local laws to align with the judiciary reform. This process includes the enactment of secondary laws, such as the Organic Law of the Judiciary (Ley Orgánica del Poder Judicial) and the Judicial Career Law of the Federal Judiciary (Ley de Carrera Judicial del Poder Judicial de la Federación), which are in force as of the date of this prospectus. The new laws abolish the existing Federal Judiciary Council (Consejo de la Judicatura Federal) that oversaw judiciary discipline and replaces it with a new disciplinary tribunal (with ability to supervise and sanction judges) controlled by the Mexican Congress. Additionally, secondary rules and regulations are still to be approved by the Mexican Congress, but these laws may significantly and adversely affect legal certainty and protections in Mexico, which could adversely affect our ability to defend or enforce claims in court, as well as negatively impact investor confidence in Mexico.

In December 2024, President Sheinbaum initiated a comprehensive restructuring of the federal government which will have the effect of dissolving several autonomous governmental bodies, such as the National Institute for Transparency, Access to Information, and Personal Data Protection (Instituto Nacional de Transparencia, Acceso a la Información y Protección de Datos Personales), or INAI, the National Council for the Evaluation of Social Development Policy (Consejo Nacional de Evaluación de la Política de Desarrollo Social), or CONEVAL, the COFECE, the Federal Telecommunications Institute (Instituto Federal de Telecomunicaciones), or IFT, the National Commission for the Continuous Improvement of Education (Comisión Nacional para la Mejora Continua de la Educación), or MEJORADU, the Energy Regulation Commission (Comisión Reguladora de Energía), or CRE, the National Hydrocarbon Commission (Comisión Nacional de Hidrocarburos), or CNH, and the National Center of Energy Control (Centro Nacional de Control de Energía), or CENACE, and the transfer of their functions to Mexican Government agencies or to the INEGI. We cannot assure you that similar measures will not be taken in the future, which could have a negative effect on Mexico's economy.

In March 2026, President Sheinbaum's administration proposed significant updated electoral reforms that may materially impact the political landscape, including constitutional amendments aimed at eliminating political reelection and restricting immediate family members from succeeding each other in elected offices, seeking to reduce political dynasties and promote democratic transparency. This updated electoral reform further proposals to overhaul the electoral system by reducing public funding for political parties, cutting the budget of the National Electoral Institute (Instituto Nacional Electoral), and eliminating proportional representation seats in the legislature. These reforms, if enacted, could substantially alter Mexico's electoral framework and governance structures. The proposed changes require constitutional approval and face political debate, which creates uncertainty regarding their final form and timing.

We cannot assure you that these reforms will not have a negative impact on our business, financial condition and results of operations.

Any adverse changes in our business operations in Mexico would adversely affect our revenue and profitability.

The following factors, among others, could harm our business in Mexico:

- worsening economic conditions, including a recession in the United States and/or Mexico;
- fluctuations in currency exchange rates and inflation;
- longer collection cycles;
- potential adverse changes in tax laws or price controls;
- changes in labor conditions;
- burdens and costs of compliance with a variety of laws;
- political, social and economic instability;
- increases in taxation; and
- outbreaks of disease and health epidemics, such as the COVID-19 pandemic.

Economic and political developments in Mexico and the United States may adversely affect Mexican economic policy.

Mexico's economy is vulnerable to global market downturns and economic slowdowns. Moreover, Mexico's economy is largely influenced by economic conditions in the United States and Canada as a result of various factors, including the volume of commercial transactions under the United States–Mexico–Canada Agreement (the "USMCA") and the level of U.S. investments in Mexico.

Therefore, events and conditions that affect the U.S. economy can also directly and indirectly affect our business, financial condition, and results of operations. The global economy, including Mexico and the United States, has been materially and adversely affected by a significant lack of liquidity, disruption in the credit markets, reduced business activity, rising unemployment, a decline in interest rates, and erosion of consumer confidence during recent periods of recession. This situation has had a direct adverse effect on the purchasing power of our customers in Mexico. The macroeconomic environment in which we operate is beyond our control, and the future economic environment may continue to be less favorable than in recent years. The risks associated with current and potential changes in the Mexican and United States economies are significant and could have a material adverse effect on our business, financial condition, and results of operations.

Likewise, any action taken by the current U.S. or Mexico administrations, including changes to the USMCA and/or other U.S. government policies that may be adopted by the U.S. administration, such as the tariff policy on imports, could have a negative impact on the Mexican economy, such as reductions in the levels of remittances, reduced commercial activity or bilateral trade or declining foreign direct investment in Mexico. In addition, increased or perceptions of increased economic protectionism in the United States, Mexico and other countries could potentially lead to lower levels of trade and investment and economic growth, which could have a similarly negative impact on the Mexican economy. These economic and political consequences could adversely affect our business, results of operations and financial condition.

We cannot make assurances that any events in the United States or elsewhere will not materially and adversely affect us.

Investments in Mexican companies entail substantial risk; 2024 judicial reform; the Mexican government has exercised, and continues to exercise, an important influence on the Mexican economy.

Investments in Mexico carry significant risks, including the risk of expropriation or nationalization laws being enacted or imposing exchange controls, price controls, taxes, inflationary, hyperinflationary, exchange rate risk, credit risk, among other governmental or political restrictions. We are incorporated under the laws of Mexico and most of our operations and assets are located in Mexico. As a consequence of the foregoing, our financial condition and results of operations could be negatively affected.

In 2024, Mexico approved a judicial reform that introduces significant changes to the structure and appointment process of the judiciary, including the Supreme Court and lower courts. The reform allows for the direct election of judges and justices, potentially increasing political influence in the judicial system. These changes may affect the predictability and stability of legal rulings, enforcement of contracts, and the overall business environment in Mexico. Any uncertainty or perceived weakening of judicial independence could impact investor confidence, the enforceability of legal rights, and the resolution of commercial disputes, which may adversely affect our business, financial condition, and results of operations.

The Mexican government has exercised, and continues to exercise, a strong influence on the country's economy. Consequently, Mexican federal government actions and policies related to the economy, state-owned and controlled companies, and financial institutions, could have a significant impact on private sector entities in general, including us, in particular and on market conditions, prices and returns on Mexican securities, including counterparty risk. The Mexican federal government has made major policy and regulatory changes and may do so again in the future. Actions to control inflation and other regulations and policies have involved, among other measures, an increase in interest rates, changes in fiscal policies, price controls, currency devaluations, capital controls and limits on imports. Tax and labor legislation, in particular, in Mexico is subject to continuous change, and we cannot guarantee that the Mexican government will maintain current economic or other policies in force or if any changes to such laws and policies would have a material adverse effect on us or on our financial performance. The measures adopted by the government could have a significant effect on private sector entities in general, as well as on the market situation and on the price of our shares.

Additionally, the Mexican federal government has implemented protectionist policies in the past and could implement certain national policies in the future that could restrict our operations, including restrictions on imports from certain countries.

Our business may be significantly affected by the Mexican economy's general condition, by the depreciation of the peso, inflation, and high-interest rates in Mexico.

Declines in growth, high rates of inflation, and high-interest rates in Mexico could materially adversely affect our business. If inflation in Mexico increases while economic growth slows, our business, results of operations, and financial condition will be affected. In addition, high-interest rates and economic instability could increase our costs of financing.

In the past, the rating agencies rating Mexico have downgraded Mexico and/or placed Mexico on negative outlooks. On July 18, 2023, Fitch Ratings affirmed Mexico's Long-Term (LT) Foreign Currency (FC) Issuer Default Rating (IDR) at 'BBB-'; with a stable rating outlook. On November 14, 2024, Moody's affirmed Mexico's senior unsecured long-term ratings at Baa2; but changed the outlook on the Government of Mexico's ratings from stable to negative. We cannot ensure that the rating agencies will not announce additional downgrades of Mexico in the future. These downgrades could adversely affect the Mexican economy and, consequently, our business, financial condition, results of operations, and prospects.

In addition, increased inflation would raise our cost of funding, which we may not be able to fully pass on to our customers, given that doing so could adversely affect our business. Our financial condition and profitability may be adversely affected by the level of, and fluctuations in, interest rates, which affect our ability to earn a spread between the interest received on our loans or the rentals and fees charged on our leases and the cost of our funding. Although we have taken measures to minimize the potential impact of inflation by ensuring that the majority of our liabilities have fixed interest rates, if the rate of inflation increases or becomes uncertain and unpredictable, our business, financial condition and results of operations could be adversely affected.

If the Mexican government imposes exchange controls and/or other similar restrictions, the Mexican economy and our operations may be negatively affected.

In the past, the Mexican economy has experienced a balance of payment deficits and shortages in foreign exchange reserves. There can be no assurance that the Mexican government will not institute a restrictive exchange control policy or other restrictions. If the Mexican government imposes exchange controls and/or other similar restrictions, the Mexican economy and our operations may be negatively affected.

Security risks in Mexico could increase, and this could adversely affect the Mexican economy and our business, financial condition, and results of operations.

In recent years, Mexico has experienced a period of increasing criminal activity and particularly high homicide rates, primarily due to organized crime. The presence of violence among drug cartels, and between drug cartels and the Mexican law enforcement and armed forces, or an increase in other types of crime, pose a risk to our business, and could negatively impact business continuity. This situation in Mexico could worsen if the economy continues to deteriorate. On February, 2025, the U.S. Department of State announced the designation of certain Mexican drug cartels as "Foreign Terrorist Organizations" and "Specially Designated Global Terrorists". This may lead to increased regulatory scrutiny, sanctions, and enforcement actions, and could result in heightened compliance requirements, disruptions to cross-border trade, and potential reputational risks for entities with operations or business relationships in Mexico. Additionally, such measures may exacerbate political and economic tensions between the United States and Mexico, potentially impacting the broader business environment and bilateral relations. Such designation could have a material adverse effect on our business, reputation, results of operations and financial condition.

We are subject to anti-corruption, anti-bribery, anti-money laundering, and antitrust laws and regulations in Mexico.

We are subject to anti-corruption, anti-bribery, anti-money laundering, antitrust and other international laws and regulations and are required to comply with the applicable laws and regulations of Mexico, including (but not limited to) the Ley Federal Para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita (Mexican Federal Law for the Prevention and Identification of Transactions with Illicit Proceeds). In addition, we are subject to regulations on economic sanctions that restrict our dealings with certain sanctioned countries, individuals, and entities. There can be no assurance that our internal policies and procedures will be sufficient to prevent or detect all inappropriate practices, fraud, or violations of law by our affiliates, employees, directors, officers, partners, agents, and service providers or that any such persons will not take actions in violation of our policies and procedures. Any violations by us of anti-bribery and anti-corruption laws or sanctions regulations could have a material adverse effect on our business, reputation, results of operations and financial condition.

The regulatory environment in which we operate is evolving, and our operations may be modified or otherwise adversely affected by regulatory changes, subjective interpretations of laws or an inability to work effectively with national and local government agencies.

Although we review applicable local laws in developing our plans, our efforts to comply with them may be harmed by an evolving regulatory climate and subjective interpretation of laws by the authorities. Any determination that our operations or activities are not in compliance with applicable regulations could negatively impact our business and our reputation with regulators in the markets in which we operate.

Laws and regulations may restrict our direct sales efforts and adversely affect our revenue and profitability.

Various government agencies throughout the world regulate direct sales practices. These laws and regulations are generally intended to prevent fraudulent or deceptive schemes, often referred to as “pyramid” schemes, that compensate participants for recruiting additional participants irrespective of product sales and/or which do not involve legitimate products. The laws and regulations in our current markets often:

- impose on us order cancellations, product returns, inventory buy-backs and cooling-off rights for consumers, distributors, leaders and consultants;
- require us or our distributors, leaders and consultants to register with governmental agencies;
- impose on us reporting requirements to regulatory agencies; and/or
- require us to ensure that distributors, leaders and consultants are not being compensated solely based upon the recruitment of new of them.

Complying with these rules and regulations can be difficult and requires the devotion of significant resources on the Group’s part.

In addition, Mexico could change its laws or regulations to negatively affect or prohibit completely network or direct sales efforts. Government agencies and courts in Mexico may also use their powers and discretion in interpreting and applying laws in a manner that limits our ability to operate or otherwise harms our business. If any governmental authority were to bring a regulatory enforcement action against the Group that interrupts our business, our revenue and earnings would likely suffer.

You may have difficulty enforcing your rights against Betterware and our directors and executive officers.

Betterware is a company incorporated in Mexico. Most of our directors and executive officers are non-residents of the U.S. You may be unable to effect service of process within the U.S. on Betterware, its directors and executive officers. In addition, as all of our assets and substantially all of the assets of our directors and executive officers are located outside of the U.S., you may be unable to enforce against BWM and our directors and executive officers’ judgments obtained in the U.S. courts, including judgments predicated upon civil liability provisions of the U.S. federal securities laws or state securities laws. There is also doubt as to the enforceability, in original actions in Mexican courts, of liabilities including those predicated solely on U.S. federal securities laws and as to the enforceability in Mexican courts of judgments of U.S. courts obtained in actions, including those predicated upon the civil liability provisions of U.S. federal securities laws. There is no bilateral treaty currently in effect between the United States and Mexico that covers the reciprocal enforcement of civil foreign judgments. In the past, Mexican courts have enforced judgments rendered in the United States by virtue of the legal principles of reciprocity and comity, consisting of the review in Mexico of the United States judgment, in order to ascertain, among other matters, whether Mexican legal principles of due process and public policy (*orden público*) have been complied with, without reviewing the merits of the subject matter of the case.

Risks Related to Ownership of our Ordinary Shares

As a “foreign private issuer” under the rules and regulations of the SEC, Betterware is permitted to, and is expected to, file less or different information with the SEC than a company incorporated in the United States or otherwise subject to these rules and is permitted to follow certain home country corporate governance practices in lieu of certain NYSE requirements applicable to U.S. issuers.

Betterware is considered a “foreign private issuer” under the Securities Exchange Act (the “Exchange Act”) and therefore exempt from certain rules under the Exchange Act, including the proxy rules, which impose certain disclosure and procedural requirements for proxy solicitations for U.S. and other issuers. Moreover, the Group is not required to file periodic reports and financial statements with the SEC as frequently or within the same time frames as U.S. companies with securities registered under the Exchange Act. We currently prepare our financial statements in accordance with IFRS. The Group is not required to file financial statements prepared in accordance with or reconciled to U.S. GAAP so long as our financial statements are prepared in accordance with IFRS. The Group is not required to comply with Regulation FD, which imposes restrictions on the selective disclosure of material information to shareholders. In addition, BWM’s officers, directors and principal shareholders are exempt from the short-swing profit recovery provisions of Section 16 of the Exchange Act and some of the rules under the Exchange Act with respect to their purchases and sales of Company securities.

In addition, as a “foreign private issuer” whose shares are listed on the NYSE, the Company is permitted to, and is expected to, follow certain home country corporate governance practices in lieu of certain NYSE requirements. A foreign private issuer must disclose in its annual reports filed with the SEC each NYSE requirement with which it does not comply followed by a description of its applicable home country practice. As a Mexican corporation listed on the NYSE, the Company is permitted to follow our home country practice with respect to the composition of the board of directors and nominations committee and executive sessions. Unlike the requirements of the NYSE, the corporate governance practices and requirements in Mexico do not require the Company to (i) have a majority of its board of directors to be independent, (ii) establish a nominations committee, and (iii) hold regular executive sessions where only independent directors shall be present. Such home country practices of Mexico may afford less protection to holders of Company shares than under U.S. standards.

We have not applied to register the Shares in Mexico with the National Securities Registry (*Registro Nacional de Valores*, or “RNV”) maintained by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*, or “CNBV”). The Shares have not been and will not be listed on any Mexican securities exchange or quoted in any automated interdealer quotation system in Mexico.

The Company could lose its status as a “foreign private issuer” under current SEC rules and regulations if more than 50% of the Company’s outstanding voting securities become directly or indirectly held of record by U.S. holders and one of the following is true: (i) the majority of the Company’s directors or executive officers are U.S. citizens or residents; (ii) more than 50% of the Company’s assets are located in the United States; or (iii) the Company’s business is administered principally in the United States. If the Company loses its status as a foreign private issuer in the future, it will no longer be exempt from the rules described above and, among other things, will be required to file periodic reports and annual and quarterly financial statements as if it were a company incorporated in the United States. If this were to happen, the Company would likely incur substantial costs in fulfilling these additional regulatory requirements and members of the Company’s management would likely have to divert time and resources from other responsibilities to ensuring these additional regulatory requirements are fulfilled.

In addition, in June 2025, the SEC issued a concept release soliciting public comment on potential changes to the definition of “foreign private issuer” under U.S. securities laws. If the SEC were to adopt changes to the “foreign private issuer” definition, we could potentially lose our status as a foreign private issuer. If we were to lose our foreign private issuer status, we would be required to comply with all of the disclosure and procedural requirements applicable to U.S. domestic issuers, including the preparation of financial statements in accordance with U.S. GAAP, more frequent periodic reporting and compliance with Regulation FD. Such compliance would increase our legal, accounting and other expenses and would require our management to devote substantial time and resources to comply with these additional regulatory requirements.

Under current Section 16 of the Exchange Act, executive officers and directors of U.S. public companies, as well as beneficial owners of more than 10% of a public company's equity securities (collectively, "insiders"), are required to publicly report transactions in company securities within two business days. We, as an FPI, were not covered by such requirements. However, the recently enacted "Holding Foreign Insiders Accountable Act" extends Section 16(a) reporting requirements to directors and officers of FPIs. As a result, our executive officers and directors are required to report transactions in respect of our equity securities as of March 18, 2026. Compliance with these disclosure requirements may result in increased expenses and require the Company's management to devote time and resources to comply with such regulatory requirements. If our executive officers and directors fail to comply with such disclosure requirements, they may be subject to penalties, and their reputation may be harmed, which in turn may have a negative impact on our business, reputation and the market price of our common shares

If securities or industry analysts do not publish or cease publishing research or reports about Betterware, our business, or markets, or if they change their recommendations regarding the Company shares adversely, the price and trading volume of the Company's shares could decline.

The trading market for the Company's shares is influenced by the research and reports that industry or securities analysts may publish about the Company, our business, market, or competitors. Securities and industry analysts do not currently, and may never, publish research on the Company. If no securities or industry analysts commence coverage of the Company, the price and trading volume of the Company shares would likely be negatively impacted. If any of the analysts who may cover the Company change their recommendation regarding the Company's shares adversely or provide more favorable relative recommendations about the Company's competitors, the price of the Company's shares would likely decline. If any analyst who may cover the Company were to cease coverage of the Company or fail to regularly publish reports on it, the Company could lose visibility in the financial markets, which in turn could cause our share price or trading volume to decline.

There can be no assurance that Betterware will be able to comply with the continued listing standards of the NYSE.

Betterware's shares are listed on the NYSE under the symbol "BWMX." If the NYSE delists the Company's securities from trading on its exchange for failure to meet the listing standards, the Company and its shareholders could face significant material adverse consequences including:

- a limited availability of market quotations for the Company's securities;
- a determination that the Company shares are "penny stock" which will require brokers trading in the Company shares to adhere to more stringent rules, possibly resulting in a reduced level of trading activity in the secondary trading market for the Company's shares;
- a limited amount of analyst coverage; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

If Betterware is characterized as a passive foreign investment company, or a PFIC, adverse U.S. federal income tax consequences may result for U.S. holders of Company shares.

If the Company is characterized as a PFIC for any year during which a U.S. Holder holds Company shares, certain adverse U.S. federal income tax consequences may apply to such holder. Based on the projected composition of our income and assets, including goodwill, it is not expected that the Company was a PFIC for our 2025 taxable year and will be a PFIC for the foreseeable future. However, the tests for determining PFIC status are applied annually after the close of the taxable year, and it is difficult to predict accurately future income and assets relevant to this determination. Accordingly, there can be no assurance that the Company will not be considered a PFIC for any taxable year.

If the Company is a PFIC for any year during which a U.S. holder holds Company shares, a U.S. holder generally would be subject to additional taxes (including taxation at ordinary income rates and an interest charge) on any gain realized from a sale or other disposition of the Company shares and on any “excess distributions” received from the Company. Certain elections may be available that would result in alternative treatments of the Company shares. See “Passive Foreign Investment Company Rules” below.

We urge U.S. holders to consult their own tax advisors regarding the possible application of the PFIC rules to the ownership of Company shares.

The Amended and Restated Charter of Betterware provides for the exclusive jurisdiction of the federal courts in Mexico City, Mexico for substantially all disputes between the Company and its shareholders, which could limit Company shareholders’ ability to obtain a favorable judicial forum for disputes with the Company or its directors, officers, other employees or shareholders.

The Amended and Restated Charter of the Company provides for the exclusive jurisdiction of the federal courts located in Mexico City, Mexico for the following civil actions:

- any action between the Company and its shareholders; and
- any action between two or more shareholders or groups of shareholders of the Company regarding any matters relating to the Company.

This exclusive jurisdiction provision may limit a shareholder’s ability to bring a claim in a judicial forum that it finds favorable for disputes with the Company or any of its directors, officers, other employees or shareholders, which may discourage lawsuits with respect to such claims, although the Company’s shareholders will not be deemed to have waived the Company’s compliance with U.S. federal securities laws and the rules and regulations thereunder applicable to foreign private issuers. Alternatively, if a court were to find the exclusive jurisdiction provision contained in the Amended and Restated Charter to be inapplicable or unenforceable in an action, the Company may incur additional costs associated with resolving such action in other jurisdictions, which could harm the Company’s business, operating results and financial condition. The exclusive jurisdiction provision would not prevent derivative shareholder actions based on claims arising under U.S. federal securities laws from being raised in a U.S. court and would not prevent a U.S. court from asserting jurisdiction over such claims. However, there is uncertainty whether a U.S. court would enforce the exclusive jurisdiction provision for actions for breach of fiduciary duty and other claims.

The anti-takeover protections included in our Bylaws and others provided under Mexican Law may deter potential acquirors.

Our bylaws provide that, subject to certain exceptions as explained below, prior written approval from the board of directors shall be required for any person, or group of persons to acquire, directly or indirectly, any of our common shares or rights to our common shares, by any means or under any title whether in a single event or in a set of consecutive events, such that its total shares or rights to shares would represent 20% or more of our outstanding shares.

These provisions could make it substantially more difficult for a third party to acquire control of us. These provisions in our bylaws may discourage certain types of transactions involving the acquisition of our securities. These provisions could discourage transactions in which our shareholders might otherwise receive a premium for their shares over the then current market price. Holders of our securities who acquire shares in violation of these provisions will not be able to vote, or receive dividends, distributions or other rights in respect of, these securities and would be obligated to pay us a penalty. For a description of these provisions, see “Item 10. Additional Information—Bylaws—Anti-takeover Protections.”

ITEM 4. INFORMATION ON THE COMPANY

Betterware de México, S.A.P.I. de C.V. (formerly Betterware de México, S.A.B. de C.V.), is a Mexican sociedad anónima promotora de inversión de capital variable that was incorporated under the laws of Mexico in 1995. The company's headquarters are located in the city of Jalisco, Mexico, and its main registered office is located at Gdl-Ameca-Huaxtla km-5, El Arenal Jalisco, 45350, México, and the telephone number is +52 (33) 3836-0500. Our agent for service of process in the United States is Corporate Services Company ("CSC"), located at 251 Little Falls Drive, Wilmington, Delaware 19808-1674. The Company's shares are listed on the New York Stock Exchange ("NYSE") under the trading symbol "BWMX."

The Company makes its filings in electronic form under the EDGAR filing system of the SEC. Our filings are available through the EDGAR system at www.sec.gov. The Company's filings are also available to the public through the Internet at our website at <https://investors.betterware.com.mx>. Such filings and other information on our website are not incorporated by reference in this annual report. Interested parties may request a copy of this filing, and any other report, at no cost, by writing to the following email address: ir@better.com.mx.

A. HISTORY AND DEVELOPMENT OF THE COMPANY

History and Recent Developments

All amounts in this section marked with "Ps." are in thousands of Mexican pesos, unless otherwise noted

The Business Formation, Combination and Mergers

The Initial Public Offering

On October 16, 2018, DD3 Acquisition Corp., a British Virgin Islands company ("DD3"), consummated its initial public offering of 5,000,000 units and on October 23, 2018, the underwriters for DD3's initial public offering purchased an additional 565,000 units pursuant to the partial exercise of their over-allotment option. The units in DD3's initial public offering were sold at an offering price of US\$10.00 per unit, generating total gross proceeds of US\$55,650,000.

The DD3 Merger

On August 2, 2019, DD3 entered into a Combination and Stock Purchase Agreement (as amended, the "Combination and Stock Purchase Agreement") with Campalier, S.A. de C.V., a Mexican *sociedad anónima de capital variable* ("Campalier"), Promotora Forteza, S.A. de C.V., a Mexican *sociedad anónima de capital variable* ("Forteza"), Strevo, S.A. de C.V., a Mexican *sociedad anónima de capital variable* ("Strevo"), and together with Campalier and Forteza, "Sellers"), Betterware, BLSM, and, solely for the purposes of Article XI therein, DD3 Mex Acquisition Corp, S.A. de C.V., pursuant to which DD3 agreed to merge with and into Betterware (the "Merger") in a Business Combination that resulted in Betterware surviving the Merger and BLSM becoming a wholly-owned subsidiary of Betterware.

As part of the Combination and Stock Purchase Agreement, and prior to the closing of the Merger, DD3 was redomiciled out of the British Virgin Islands and continued as a Mexican corporation pursuant to Section 184 of the Companies Act and Article 2 of the Mexican General Corporations Law.

Betterware's Restructure

Following the execution of the Combination and Stock Purchase Agreement, on February 21, 2020, Betterware's shareholders approved, a corporate restructure in Betterware (the "Betterware Restructure") which implied, among other things (i) Betterware's by-laws amendment in order to issue Series C and Series D non-voting shares, and (ii) a redistribution of Betterware's capital stock as follows: (a) fixed portion of Betterware's capital stock represented by 3,075,946, Series A, ordinary voting shares, and (b) the variable portion of Betterware's capital stock represented by (x) 1,961,993, Series B, ordinary voting shares, (y) 897,261, Series C, ordinary non-voting shares ("Series C Shares"), and (z) 168,734, Series D, ordinary non-voting shares ("Series D Shares"). In addition, Strevo transferred one Series A ordinary voting share of Betterware to Campalier (the "Campalier Share"), which remained under certain Share Pledge Agreement, dated July 28, 2017, entered between Strevo, as pledgor, MCRF P, S.A. de C.V. SOFOM, E.N.R. ("CS"), as pledgee, and Betterware.

Immediately after consummation of Betterware Restructure and the transfer of the Campalier Share to Campalier, Forteza indirectly, through Banco Invex, S.A., Invex Grupo Financiero (“Invex”), as trustee of the irrevocable management and security trust No. 2397 (the “Invex Security Trust”), dated March 26, 2016, owned approximately 38.94% of the outstanding common stock of Betterware, and Campalier indirectly, through the Invex Security Trust, owned approximately 61.06% of the outstanding common stock of Betterware.

On March 9, 2020, the Invex Security Trust released the Series C Shares and the Series D Shares to Campalier and Forteza, respectively, that were held under the Invex Security Trust.

On March 10, 2020, CS, as pledgee, entered into a Termination of the Share Pledge Agreement over the Campalier Share with Campalier, as pledgor, and Betterware. In addition, CS, as beneficiary, Invex, as trustee, and Campalier, as settlor, entered into a Transfer Agreement, where Campalier transferred the Campalier Share to the Invex Security Trust.

Upon such transfer to the Invex Security Trust, Betterware’s shareholders approved (i) the sale of all or a portion of such Betterware’s Series C and Series D shares to DD3 Acquisition Corp., S.A. de C.V. (the “DD3 Acquisition”), (ii) the Merger, (iii) the amendment of Betterware’s by-laws to become a *sociedad anónima promotora de inversión de capital variable*, (iv) the increase of Betterware’s capital stock by Ps. 94,311,438.00, through the issuance of 2,211,075 ordinary shares, without nominal value, subscribed by the shareholders of DD3 Acquisition Corp., S.A. de C.V., and (v) the increase of Betterware’s capital stock by Ps.872,878,500.00 through the issuance of 4,500,000 ordinary treasury shares without nominal value, offered for subscription and payment under Betterware’s public offering in the U.S. completed and filed with the SEC under our Registration Statement on Form F-1, which became effective on January 22, 2020. On March 10, 2020, Betterware’s corporate name changed from Betterware de México, S.A. de C.V. to Betterware de México, S.A.P.I. de C.V.

The DD3 Acquisition was closed on March 13, 2020, and as a result, all of Betterware shares that were issued and outstanding immediately prior to the closing date were canceled and new shares were issued. The DD3 Acquisition was accounted as a capital reorganization, whereby Betterware issued shares to the DD3 shareholders and obtained US\$22,767 (Ps.498,445) in cash through the acquisition of DD3 and, simultaneously settled liabilities and related transaction costs on that date, for net cash earnings of US\$7,519 (Ps.181,734) on such date. In addition, Betterware assumed the obligation of the warrants issued by DD3, a liability inherent to the transaction, equivalent to the fair value of Ps.55,810 of the warrants. No other assets or liabilities were transferred as part of the transaction that required adjustment to fair value as a result of the acquisition.

On the same date, a total of 2,040,000 of Betterware shares, that were offered for subscription and payment under its public offering were subscribed and paid for by various investors.

For purposes of this annual report, the Merger, the Betterware Restructure and all related actions undertaken in connection thereto are referred to as the “Business Combination.”

Closing of the DD3 Business Combination

Upon satisfaction of certain conditions and covenants as set forth under the Combination and Stock Purchase Agreement, the Business Combination was consummated and closed on March 13, 2020 (the “Closing”). At Closing, the following actions occurred:

- (i) DD3 issued to the Sellers as consideration for the purchase of a portion of the Series C and Series D shares and the BLSM shares outstanding as of January 3, 2021, a debt acknowledgement in an amount equal to Ps.15,000,546.

- (ii) all of Betterware shares issued and outstanding immediately prior to the Closing were canceled and, Campalier and Forteza received, directly and indirectly (through the Invex Security Trust), 18,438,770 and 11,761,175, respectively, of Betterware's shares; and
- (iii) all of DD3's ordinary shares issued and outstanding immediately prior to the Closing were canceled and exchanged for Betterware shares on a one-for-one basis.

On the Closing date, 2,040,000 shares of Betterware offered for subscription and payment under Betterware's public offering in the U.S. were subscribed and paid for by various investors.

As part of the Merger, Betterware assumed an obligation that granted existing warrant holders the option to purchase (i) a total of 5,804,125 Betterware shares at a price of US\$11.50 per share that would expire on or before March 25, 2025, and (ii) a total of 250,000 units that automatically became an option to issue 250,000 Betterware shares and warrants to buy 250,000 additional Betterware shares. Betterware registered the warrants to be traded on OTC Markets, which had an observable fair value. The following events occurred in 2020 as part of the warrants agreement:

- (i) During July and August 2020, Betterware repurchased 1,573,888 warrants. During August and October 2020, 895,597 warrants were exchanged for 621,098 shares, of which, 462,130 warrants were settled on a cash basis by exchanging 1 warrant for 1 share at a price of US\$11.44 for share, which resulted in receiving cash by an amount of Ps.116,419. The remaining 433,467 warrants were exchanged on a cashless basis by exchanging 1 warrant for 0.37 shares.
- (ii) In September 2020, the purchase option of units was exercised by their holders on a cashless basis, which resulted in the issuance of 214,020 Betterware shares.
- (iii) Additionally, in October 2020, and as part of the terms of the warrant agreement, Betterware exercised the redemption of the warrants on a cashless basis by exchanging 3,087,022 warrants for 1,142,325 of Betterware's shares. A total of 8,493 public warrants were not exercised by their holders during the redemption period that expired on November 9, 2020, therefore, they were paid by Betterware for a price of US\$0.01 per warrant.
- (iv) In December 2020, holders exercised a total of 239,125 private warrants on a cashless basis and exchanged for 156,505 of Betterware's shares.
- (v) As of the January 3, 2021, the warrant holders redeemed all of the outstanding warrants and purchase option of units and Betterware recognized a loss for the increase in the fair value of the warrants of Ps.851,520, which was recognized under the heading "Loss in valuation of warrants" in the consolidated and combined statement of profit or loss. As of the date of this annual report, all of the warrants have been redeemed.

On August 2, 2021, Betterware's corporate name changed from Betterware de México, S.A.B. de C.V. to Betterware de México, S.A.P.I. de C.V.

The Forteza Merger

On December 14, 2020, Betterware and Forteza (Betterware's shareholder), entered into a merger agreement pursuant to which Forteza agreed to merge with and into Betterware, surviving Betterware as the acquiror (the "Forteza Merger"). On December 16, 2020, the merger was consummated. Consequently, shares in Betterware were delivered to Forteza's shareholders in proportion to their shareholding in Betterware, without implying an increase in our share capital or in the total number of outstanding shares of Betterware.

Transactions during 2021

On March 12, 2021, Betterware entered into an agreement to acquire 60% of GurúComm, S.A.P.I. de C.V. (“GurúComm”), for Ps.45 million. GurúComm is a mobile virtual network operator and communications software developer, with an enterprise value of Ps.75 million (approximately US\$3.5 million). On March 28, 2022, the shareholders of GurúComm approved, and Betterware agreed to, the redemption of the shares owned by Betterware in GurúComm. Therefore, the 55,514 shares that had been previously fully subscribed and paid by Betterware were redeemed. The additional 37,693 shares that were subscribed but not yet paid, were canceled. GurúComm’s redemption and Betterware’s investment withdrawal was mainly due to the fact that the business was not growing according to shareholders expectations, and consequently, Betterware’s investment return would take longer than anticipated. The financial impact that the redemption transaction had at a consolidated level was a loss in sale of shares of Ps.16.6 million.

Until June 30, 2021, BLSM (formerly a related party of Betterware) provided administrative, technical, and operational services to Betterware. On July 1, 2021, all of BLSM’s employees were transferred to Betterware, without having a material impact on a consolidated basis.

On July 22, 2021, Betterware entered into an agreement to acquire 70% of Innova Catálogos, S.A. de C.V. (“Innova”), for Ps.5 million. Innova focuses on purchase and sale of clothing, footwear and accessories. On November 18, 2022, we withdrew our investment and cancelled all of the 238 subscribed and paid shares that we held in Innova. The investment withdrawal and the redemption of Betterware’s shares in Innova was mainly due to the fact that the business was not growing according to shareholders expectations. The financial impact that the redemption transaction had at a consolidated level was a loss in sale of shares of approximately Ps.5 million.

Transactions during 2022

On March 25, 2022, Betterware and Programa Lazos, S.A acquired 2% and 98%, respectively, of the shares of Finayo, S.A.P.I. de C.V. (“Finayo”), a Mexican *sociedad anónima promotora de inversión de capital variable* for the aggregate purchase price of Ps.1.1 million. Finayo focuses on granting loans, financial leasing and factoring operations. In June 2023, Betterware acquired additional shares of stock in Finayo for Ps.5 million, increasing its participation from 2% to 99.05%, and at the same time Programa Lazos decreased its participation in Finayo from 98% to 0.95%.

The JAFRA Acquisition

On January 18, 2022, Betterware entered into a stock purchase agreement to acquire the operations of Jafra Cosmetics International, Inc. and Jafra Mexico Holding Company, B.V. in Mexico and the United States from the Vorwerk Group based in Germany for a total cash consideration of US\$255 million (equivalent to Ps.5,355 million), on a debt and cash-free basis (the “JAFRA Acquisition”). See “Company Information—Organizational Structure.”

JAFRA is a global company in direct sales in the beauty and personal care (B&PC) industry with strong presence in Mexico and the United States through independent leaders and consultants who sell JAFRA’s unique products. The JAFRA Acquisition was approved by the Federal Economic Competition Commission on March 24, 2022, and consummated on April 7, 2022. The funds necessary to pay the purchase price, and other associated expenses, under the JAFRA Acquisition were obtained from (i) a long-term syndicated loan of Ps.4,499 million, and (ii) US\$30 million from available cash of Betterware. See “Indebtedness—Long Term Syndicated Credit Line.”

Events during 2024

On April 16, 2024, the Group officially launched Betterware USA, locating the headquarters in Dallas, Texas and going live with a website. Our initial focus remains the U.S.’s large and rapidly growing Hispanic market, starting with Texas. It is important to note that we are entering the U.S. home solutions market with an entirely new business model, one that targets the e-commerce as well as direct selling verticals. This model was designed from the customer up and enables Betterware to take a customer-first, digitally connected approach to the U.S. market.

As part of the Company's strategy to obtain liquidity and divest from properties that were not expected to yield maximum future benefits, Jafra Mexico completed several significant property transactions in 2024. These sales aimed to enhance liquidity while streamlining operations and focusing on core business activities:

Sale Jafra's land and building:

- Ø The Group, through subsidiary (Distribuidora Venus, S.A. de C.V. (Jafra Mexico)) entered into two contracts for the sale of the "Las Flores" land and the "San Ángel" land and building in March and August 2024, respectively. The sales price for these transactions was Ps.402.2 million and as a result, the company recognized a loss in the income statement as other expenses of Ps.529.7 million

Of the sales price, Ps.156.5 million was collected; the remaining Ps.245.7 million will be collected semiannually without interest, maturing in 2027. In addition, a loss of Ps.34.1 million was recognized when determining the fair value of the long-term receivable.

Assets held for sale:

- Ø Jafra México classified the O'Farril as assets held for sale in accordance with the accounting policy "current assets held for sale for Ps.40 million (book value)." The Company recognized an impairment loss of Ps.166.6 million recognized in administrative expenses based on the use given to land.

Events during 2025 and Subsequent events during 2026

The home organization segment launched in Latin America, identified as the Andean region. On April 18, 2024, January 20, 2025 and November 13, 2025, Betterware Perú, Ecuador and Colombia were established, respectively; and they began operations on January 1, 2025, May 5, 2025, and March 2, 2026, respectively. Due to the tariff reform imposed by the United States government, in April 2025, the Group's management decide to close the operations of our Betterware America subsidiary in the United States and focus on our expansion in Central America.

On January 19, 2026, Betterware entered into a definitive purchase agreement ("SPA") to acquire Tupperware's operating assets in Latin America (the "Tupperware Acquisition"), primarily in Mexico and Brazil, the region's core markets. As part of the Tupperware Acquisition, we will also obtain a perpetual, royalty-free, and exclusive license for the "Tupperware" brand for the entire LatAm region (subject only to a license previously granted in Argentina and that expires per its own terms on the third quarter of 2026). The transaction is expected to close during the first half of 2026. The closing of the acquisition is subject to standard closing conditions, including the approval of our shareholders and country regulators, including the antitrust commission in Mexico (La Comisión Nacional Antimonopolio), and to certain termination provisions under the purchase agreement.

The agreed consideration amounted to US\$215 million in debt-financed cash and US\$35 million in BeFra shares, on a debt-free and excess cash basis. BeFra will grant certain registration rights with respect to the BeFra shares to be issued in the transaction and certain shares will be subject to lock-up for up to nine months after the closing of the transaction.

Tupperware Latin America has historically been a profitable regional business within the global Tupperware organization. Backed by more than 140 distributors and more than 200,000 independent sales representatives, its vertically integrated operations with world-class manufacturing plants in Mexico (65% utilization) and Brazil (50% utilization) have driven consistently high EBITDA margins and strong free cash flow generation. BeFra hopes to renew Tupperware's previous focus on consumer-driven product innovation and an elevated value proposition, supported by the deep industry experience of BeFra executives. Tupperware will also contribute to the expansion of the Betterware homewares brand in the region.

On March 17, 2026, the Ordinary General Shareholders' Meeting approved the capital increase of US\$35 million equivalent to Ps.619 million pesos agreed under the SPA. In addition, the cancellation of the 72,626 treasury shares held as of December 31, 2025 was approved and on the other hand, 2,241,133 new shares issuance was approved and will be kept in the Company's treasury until they are subscribed on the closing date of the Tupperware Acquisition and delivered on said date in compliance with the payment obligation assumed by the Company in the SPA. If the Tupperware Acquisition is not completed, the capital increase and the issuance of new treasury shares will be automatically canceled without the need for corporate resolution.

Due to the Tupperware Acquisition, the total number of outstanding shares of the Company as of the date of this Annual Report is 39,485,053.

B. BUSINESS OVERVIEW

We are a company in the consumer product goods industry, focused on building meaningful brands that the consumer appreciates. We commercialize directly to the customer through a modern form of person to person selling. We operate two segments divided into home organization and beauty personal care products, as follows:

- Home organization segment (BWM) comprised of seven different categories: kitchen and food preservation, home solutions, bathroom, laundry & cleaning, tech and mobility, bedroom and wellness. For the years 2025, 2024 and 2023, this segment represented 39.9%, 42.5% and 44.0%, respectively, of our net revenue on a consolidated basis.
- Beauty and personal care (B&PC) segment (JAFRA) comprised of four main categories: fragrance, color, skin care and toiletries. For the years 2025, 2024 and 2023, this segment represented 60.1%, 57.5% and 56.0% of our net revenue on a consolidated basis.

Home Organization Segment (BWM):

We believe Betterware is a leading direct-to-customer company in Mexico. Our home organization segment is focused on creating innovative products that solve specific needs regarding organization, practicality, space-saving and hygiene within the household, with a wide product portfolio including home solutions, kitchen and food preservation, technology and mobility, bedroom, bathroom, laundry and cleaning, well-being and other categories that include products and solutions for every corner of the household.

Our home organization segment's products are sold through monthly catalogues published throughout the year where we exhibit:

	Products			Var. \$		Var. %	
	2025	2024	2023	2025 vs 2024	2024 vs 2023	2025 vs 2024	2024 vs 2023
Products per catalogue ⁽¹⁾	392	387	356	5	31	1.3%	8.7%
-New products ⁽²⁾	463	515	506	(52)	9	(10.1)%	1.8%
-Bring backs ⁽³⁾	59	96	172	(37)	(76)	(38.5)%	(44.2)%

(1) Total of products exhibited per catalogue

(2) Innovative products that had never been exhibited in catalogs from previous years

(3) Products from previous years returned to the current year's catalog

-During 2025, BWM increased the number of products per catalogue compared to 2024 and 2023, due to internally the marketing area carried out a historical study of products which resulted in sales increasing when there were more products exhibited within the catalogue.

-During 2025, BWM decreased the number of new products and bring backs in order to focus on offering the historical best-selling products, recover customers and promote an increase in sales.

-During 2024, BWM decreased the number of new products overall but increased the number of new developments in order to promote sales by focusing on market trends and to attract and maintain a diverse customer base.

For 2025, 2024 and 2023, all our home organization's products feature distinctive brand attributes and manufactured by more than 350 certified manufactures in China and México, and then delivered to BWM's warehouse in El Arenal, Jalisco where we process and pack the products.

We sell our home organization segment's products through a unique two-tier sales model, by distributors and associates as follows:

	Sales Network			Var. \$		Var. %	
	2025	2024	2023	2025 vs 2024	2024 vs 2023	2025 vs 2024	2024 vs 2023
Distributors:							
EOP Base	40,723	42,608	41,825	(1,885)	783	(4.4)%	1.9%
Avg. Weekly Order	75.4%	75.5%	77.0%			(0.1)pp	(1.5)pp
Associates:							
EOP Base	654,680	674,654	741,170	(19,974)	(66,516)	(3.0)%	(9.0)%
Avg. Weekly Order	26.4%	26.7%	27.0%			(0.3)pp	(0.3)pp

Distributors: Product consumer, sales promoter and lead a group of Associates that earn commissions by sales from the Associates lead ("Distributor").

Associates: Product consumer and sales promoter ("Associate"), which purchase transactions through a Distributor and do not earn commissions.

EOP Base: Associate or Distributor base at the end of the period.

Avg. Weekly Order: Average weekly data. Total Revenue divided by number of active Associates or Distributors.

As of December 31, 2025, 2024 and 2023 our distributors and associates have approximately 22%, 22% and 24.5% household penetration in Mexico. The market penetration study consists of face-to-face surveys of households randomly selected by socioeconomic status and located in cities with more than 100,000 households currently in Mexico, with the aim of determining the number of households that have purchased a Betterware product in the past 12 months.

We achieve distribution cost efficiencies by delivering products exclusively through direct-to-distributor channels. The distributor and associates deliver our products to final consumers, which means that our state-of-the-art infrastructure allows us to safely deliver products to every part of the country in a timely and efficient manner. Our infrastructure is backed by the strategic location of our distribution center in Jalisco, Mexico.

Beauty and Personal Care Segment (JAFRA)

Our beauty and personal care segment has a portfolio of products within four main categories: fragrances, color, skin care and toiletries. We believe JAFRA is a leader in the Mexican fragrance market and in 2025, our beauty and personal care segment's products were sold through 12 promotional catalogues published monthly offering its products as follows:

	Products			Var. \$		Var. %	
	2025	2024	2023	2025 vs 2024	2024 vs 2023	2025 vs 2024	2024 vs 2023
Total Portfolio of products	924	950	1,200	(26)	(250)	(2.7)%	(20.8)%
Average products per catalogue	365	400	400	(35)	-	(8.8)%	-
New products (innovation)	164	200	160	(36)	40	(18.0)%	25.0%

-Jafra declined the number of new products in 2025 compared to 2024, this decline in new products in 2025 compared to 2024 is due to the launch of 58 new commemorative products celebrating Jafra's 45th anniversary in October 2024.

Almost all of our beauty and personal care segment's products are produced in our facility located in Queretaro, México and distributed across Mexico and in some cities of the United States through our distribution center located in Lerma, Mexico. Our beauty and personal care segment's products are sold through a generational multilevel model, reaching penetration sales in Mexico during 2025, 2024 and 2023:

- In fragrances by 15.5%, 13.0%, 13.0%, respectively
- In color by 2.6%, 3.5%, 3.5%, respectively
- In skin care by 1.2%, 1.1%, 1.1% respectively

We sell our *beauty and personal care* segment's products through a unique two-tier sales model, by leaders and consultants as follows:

	Sales Network			Var. \$		Var. %	
	2025	2024	2023	2025 vs 2024	2024 vs 2023	2025 vs 2024	2024 vs 2023
Leaders:							
EOP Base	20,483	20,731	20,512	(248)	219	(1.2)%	1.1%
Avg. Monthly Order	94%	94%	94%			0pp	0pp
Consultants:							
EOP Base	470,925	505,804	498,853	(34,879)	6,951	(6.9)%	1.4%
Avg. Monthly Order	50%	52%	52%			(2.0)pp	0pp

Leaders: Product consumer, sales promoter and lead a group of Consultants that earn commissions by sales from the Consultants ("Leader").

Consultants: Product consumer and sales promoter ("Consultant") that purchase transactions through a Leader and do not earn commissions.

EOP Base: Leader or Consultant base at the end of the period

Avg. Monthly Order (Leaders): Average monthly data. Total Leader revenue divided by number of Leaders orders.

Avg. Monthly Order (Consultants): Average monthly data. Total catalog revenue divided by number of Consultants orders.

Our beauty and personal care segment has one of the biggest distribution networks of leaders and consultants in Mexico reaching more than 9,600 cities in 2025 and 2024 and reaching more than 7,500 cities in 2023.

Our distributors, associates, leaders and consultants are monitored tightly through an in-house developed business intelligence platform that tracks weekly and monthly performance and has a detailed mapping system of the country to identify potential areas to penetrate and increase our network.

Our home organization and personal care segment business model is tailored mainly Mexico's geographic, demographic and economic dynamics, where communities are small and scattered across the country, with very low retail penetration and difficult to fulfill last mile logistics. Management is working to extend its business model to the rest of countries where we have started operations such as Guatemala, the United States and Andean Region (Ecuador, Peru and Colombia). Additionally, our business model is resilient to economic downturns and seasonal fluctuations given low average sales prices to consumers.

Supported by our top-notch product innovation, business intelligence and technology units, which provide daily monitoring of key metrics and product intelligence.

Industry Overview

We operate under "Direct selling" retail industry. The direct selling industry differs from broader retail mainly in the avenue where entrepreneurial-minded individuals can work independently to build a business with low start-up and overhead costs.

Our direct selling representatives, distributors, leaders and consultants, are not employees of the Company and work on their own, retaining their freedom to run a business and have other sources of income.

Our independent distributors, leaders and consultants earn sales commissions as freelancers. They set their own hours, create their own marketing plans, determine whether to build a sales team and how to mentor those within it and how to serve their customers.

Revenue by geographic market

The income recognized during the years 2025, 2024 and 2023, national and foreign, is shown below:

	2025	2024	2023	Var. \$		Var. %	
				2025 vs 2024	2024 vs 2023	2025 vs 2024	2024 vs 2023
Revenue in Mexico ⁽¹⁾	Ps. 13,234,281	13,166,582	12,072,852	67,699	1,093,730	0.5%	9.1%
Revenue in United States ⁽²⁾	954,834	924,976	927,947	29,858	(2,971)	3.2%	(0.3)
Revenue in Latam ⁽³⁾	53,900	9,200	8,708	44,700	492	485.9%	5.6%
Total revenue of the Group	Ps. 14,243,015	14,100,758	13,009,507	142,257	1,091,251	1.0%	8.4%

Note: Please see the section of "Results of Operations — Net Revenue" for the increases, decreases by business segment.

- (1) The Groups' revenue in Mexico represented as of December 31, 2025, 2024 and 2023: 92.9%, 93.4% and 92.8%, respectively. The revenue in Mexico corresponds to (i) in 40% of Home organization segment (BWM) and (ii) in 60% Beauty and personal care (B&PC) segment (JAFRA).
- (2) The Groups' revenue in United States represented as of December 31, 2025, 2024 and 2023: 6.7%, 6.6% and 7.1%, respectively, and corresponds to Beauty and personal care (B&PC) segment (JAFRA).
- (3) The Groups' revenue in Latam (Guatemala and Andean Region) represented 0.4% as of December 31, 2025 and 0.1% as of December 31, 2024 and 2023, and corresponds to Home organization segment (BWM).

Competitive Strengths

Innovation and Product Development

Our innovation journey has been a disciplined, evolutionary process that transformed a traditional catalog sales company into a scalable direct sales platform supported by strong technological and logistical capabilities.

The Company focuses on developing attractive, functional products that enhance everyday life, while integrating technology through smart product solutions. At the same time, the deployment of digital tools across the sales network has enabled distributors to manage their businesses remotely, significantly improving productivity and supporting sustained, exponential growth.

The Company consolidated a hybrid business model that combines personalized customer engagement with digital capabilities. A key milestone was the launch of “Your Digital Store,” which allows distributors to connect with customers online, expand market reach, and strengthen sales efficiency.

In parallel, the Company expanded its product portfolio and geographic presence.

Today, the Company leverages an extensive physical distribution network alongside a robust digital strategy, creating a differentiated value proposition. This integrated approach enhances customer experience, drives operational efficiency, and positions the Company for sustainable long-term growth.

- We offer a product portfolio with great depth in:
 - Ø the home organization segment through seven different categories: kitchen and food preservation, home solutions, bathroom, laundry & cleaning, tech and mobility, bedroom, and well-being.
 - Ø the beauty and personal care segment through four different categories: fragrances, color, skin care and toiletries.
- We update our catalogues content and focus on constant product innovation and incentive plans in order to attract clients’ repeated purchases.
- We perform industry analyses and product development and monitoring to support and decide our commercial strategy.

Brand Building

BeFra is building a diversified brand portfolio through a disciplined acquisition strategy focused on iconic direct-selling brands with strong market recognition, including Jafra (acquired in 2022) and Tupperware (acquisition in process, expected in 2026). This strategy is aimed at consolidating operational synergies and accelerating expansion across Latin America.

The Group also seeks to increase plastic production in Mexico by partnering with local suppliers, strengthening domestic manufacturing capabilities and supporting the development of its branded products.

BeFra manages its portfolio of brands in a coordinated and efficient manner, with a strategic focus on entering and expanding into new markets, reinforcing its long-term growth and value creation strategy.

Unique Business Intelligence and Data Analytics Unit

The business intelligence unit has been in place since 2013 and provides continuous monitoring of key performance indicators. This enables accurate analysis of product performance and sales force effectiveness. Over time, the unit has strengthened its analytical capabilities, supported more informed decision-making and driven operational efficiencies.

Our in-house business intelligence unit plays a crucial role within the operations and strategy of the Company. The unit's team is comprised of geographers, anthropologists, actuaries, among others, in order to diversify the way of thinking and create the best analyses and business strategies.

The main functions of the business intelligence unit are:

1. Clear strategy development;
2. Tight monitoring; and
3. Product intelligence.

Person to person channel Management

The Company has accumulated many years of experience in managing its sales channel, including the design and execution of rewards programs, the deployment of dedicated channel technology, and the ease of doing business with the organization. This experience is complemented by a strong focus on maintaining close relationships with the sales force.

Reward Programs

- Our beauty and personal care segment has a multilevel program, with 10 levels of seniority determined by the amount of sales and consultants they have, offering attractive benefits and incentives.
- We have a rewards program intended to attract, retain, and motivate distributors, associates, leaders and consultants through product discounts, points, trips, gifts and more.

Technology

The Company continuously invests in technology across all our operations, digitizing our processes to drive the commercial growth of the Group's companies, seeking to streamline our operations and capture operational synergies. As part of this evolution, the digital transformation department focused on accelerating growth by maximizing every interaction between the Company and its customers. The main strategic pillars from this area are to grow our clients' businesses, strengthen our digital capabilities, and turn our data into a competitive advantage.

Unparalleled Logistics and Supply Chain Platform

Our home organization segment's products are manufactured by more than 350 third-party certified factories located in China and Mexico following BWM's quality standards. Approximately 84.3% of our beauty and personal care segment's products are internally manufactured in our facility located in Queretaro, Mexico.

Experienced Management & Meritocratic Culture

- Our Board Chairman, Mr. Luis Campos, has more than 30 years of experience in the direct-to-consumer selling sector across the Americas and a strong track record of delivering value to its shareholders with commitment to excellence.
- Top management has worked at the Company, in average, seven years.

- Our culture is based on the following principles:
 1. Result driven management:
 - Incentives based on results; and
 - Highly professional operation and no bureaucracy.
 2. Meritocratic culture:
 - Culture focused on solutions, delivery, discipline and commitment.
 3. Closeness to salesforce:
 - Management is close and visible to distributors, associates, leaders and consultants; and
 - Open office spaces for efficient flow of information and data allows fast decision making.

Expansion Strategy

We have a plan for growth, which includes organic and inorganic initiatives. The main strategies divided by timeline are the following:

- Short Term
 1. New product categories;
 2. Web marketing/E-commerce; and
 3. Increase service capacity.
- Medium Term
 1. New product lines;
 2. International expansion to North America and Latin America; and
 3. Strategic business acquisitions.

Customers

- We are 100% committed to providing products to our customers that serve as everyday solutions for modern space organization and beauty and personal care for all kind of clients. We also have the objective of providing products that are accessible to anyone.
- Most of our end customers are adult men and women with the desire of optimizing their homes organization and care about beauty and personal care.
- Although our products are purchased by all kinds of consumers, our focus is on serving consumers within lower to mid socioeconomic levels. We offer branded products with better quality and differentiation than usual products offerings in the market.

Distributor and Associate Profile

- As of December 31, 2025, Betterware had 40,723 distributors and 654,680 associates, processing monthly orders averaging Ps.20 thousand-MXN per distributor and Ps.2 thousand-MXN per associate. Betterware received 910,000 orders, with Ps.7 million items shipped.
- As of December 31, 2025, Jafra had 20,483 leaders and 470,925 consultants, receiving monthly orders averaging Ps.3 thousand-MXN per distributor and Ps.2.5 thousand-MXN per associate. This resulted in the processing of nearly 275,000 orders, representing Ps.7.5 million MXN items delivered.

Sales & Marketing

- Our main marketing tool is the word of mouth of the sales network, and the main sales-related expense is the rewards program designed to promote the brand. Our catalog is the principal tool for showcasing products and is available in both printed and digital formats. In addition, Jafra provides free product samples to prospective customers to support trial and acquisition.
- Our main advertising expenditures are sales catalog design and printing expenses, particularly with respect to our catalogues that are delivered to our distributors, associates, leaders and consultants who then distribute them to customers. As of December 31, 2025, 2024 and 2023, sales and marketing expenses represented 2.9%, 3.0%, 3.1% of our net revenue. In addition, another advertising costs includes videos, radio and tv spots, social media, promotional campaigns, marketing campaigns, billboards and transit advertising in bus lines and subways and events, which as of December 31, 2025, represented 2.6%, 2.7%, 2.4% of our net revenue.

Seasonality

We have not experienced and do not expect to experience, any material seasonal fluctuations which could affect our business and results of operations.

Raw Materials

Betterware manufactures a significant portion of its products in China across categories including plastics, textiles, and small appliances.

In Jafra, our manufacturing activity relies heavily on a consistent supply of various materials, such as glass, fragrance oils, plastics, folding boxes, and alcohol. The prices of these materials are subject to considerable volatility due to energy price fluctuations, geopolitical tensions, and supply chain disruptions. Glass represents 27% of our input purchases and the largest share of our materials, followed by plastics with 25%, fragrance oils with 21%, folding boxes with 11%, alcohol with 3%, and the remaining 13% distributed among other ingredients for our products.

Jafra has experienced volatility in raw material costs such as glass with 6% increase in 2025 vs 2024. For 2026 it expects a 4.5% increase due to geopolitical tensions. However, Jafra continues to implement cost-saving initiatives to offset the impact and improve sourcing efficiency, but it cannot be assured that such efforts will fully compensate for future cost pressures.

Recent Government Regulation Impacts and Costs

The Company is subject to numerous regulatory regimes under Mexican federal, state, and municipal laws and similar laws in other countries for companies engaged in the manufacturing, sourcing, marketing, distribution, and sale of consumer products. While these regulatory regimes and laws are subject to changes, no recent changes have had a material impact on the Company. Increases of import tariff impact the Company's cost structure, but the Company has implemented mitigation actions, including supplier renegotiations, product mix adjustments, and partial nationalization of production. The estimated impact of tariffs on gross margin is less than 0.6%. The Company has also had to raise minimum wages over 10% for unionized personnel in Mexico in order to remain competitive in the industry and improve employee retention. Other than the import tariff changes and wage increases, no recent legal or regulatory requirements or trends have posed a material impact on the costs or profits of our business.

Other Sources of Cost Fluctuations

Recent geopolitical developments in Iran have led to temporary increases in fuel and certain input costs, including freight and resins. To date, these effects have not been significant to the Company's cost structure and conditions are expected to normalize as markets stabilize.

For Jafra, in addition to the price of our materials and labor costs, the costs of our products are subject to two important factors: 1) currency fluctuations and 2) changes in production volumes.

1) Approximately 30% of our raw materials are priced in US dollars, which presents a latent risk of currency fluctuations. This risk can be minimized with hedging contracts that allow us to reduce or eliminate volatility.

2) Variations in demand can translate into variations in product cost. We have worked to reduce errors in forecasted demand to ensure we have accurate product cost estimates within our budgets.

Environmental and Sustainability Matters

The Group is committed to managing its environmental, social, and governance impacts. In 2025, the Company launched a comprehensive overhaul of its management by establishing a Sustainability Committee that will report to the Group's Board of Directors and appointing a Sustainability Director to closely monitor these issues. Based on the framework of the United Nations Sustainable Development Goals (SDGs), the Global Reporting Initiative (GRI), International Financial Reporting Standards (IFRS), the sectoral indicators of the Sustainability Accounting Standards Board (SASB), and regulatory compliance in the locations where it operates, BeFra defined its environmental and sustainability strategy for the 2026–2029 period (the “Environmental and Sustainability Strategy”).

In late 2025, the Company conducted a double materiality analysis (the “Double Materiality Analysis”) through an independent consultant, in accordance with best practices in sustainability. In this way, it identified the sustainability and climate risks and opportunities for both entities. BeFra is currently in the process of implementing the ISSB Standards (IFRS S1 and S2) in its financial sustainability reporting.

Environmental Management

With the aim of allocating material, human, and financial resources to its Environmental and Sustainability Strategy, BeFra invested Ps.450 thousand-MXN in 2025 in a Double Materiality Analysis and sustainability reporting, in addition to Ps.290 thousand-MXN to measure its carbon footprint.

Based on the results of the Double Materiality Analysis, an action plan was designed around two strategic pillars: 1) eco-efficiency and 2) decarbonization. In 2026, the focus will be on deepening both strategies by defining specific objectives and metrics for the Group.

a) Eco-efficiency Strategy

The Group's philosophy is based on lean operations that aim to maximize productivity and profitability through operational efficiency and the careful management of strategic resources and inputs. There are three national operational centers: the Betterware campus in Jalisco, the Jafra plant in Querétaro, and the Jafra Distribution Center (“CEDIS”) in the State of Mexico.

b) Energy

In 2025, electricity was the primary energy source used for automating operations. This was followed by natural gas for the Jafra production plant boiler, gasoline for transportation vehicles, and other uses.

7,467,512 kWh of electricity were consumed: 60% by Jafra for filling, packaging, and packing line processes, and 40% by Betterware, primarily for the sorting tower. Additionally, Jafra's manufacturing process required 14,209.3 MCF of natural gas for the boiler, at a cost of Ps.3.5 million pesos.

The Group has invested in clean energy sources through infrastructure that promotes natural lighting, the installation of LED lighting systems, timers throughout the facilities, and solar panels.

In 2024, with an investment of Ps.3.3 million pesos, 300 solar panels were installed on the Betterware campus, generating 277,855.3 kWh of renewable energy, equivalent to 12% of the company's electricity consumption. An expansion to add 600 more panels is being evaluated for 2026-2027. Meanwhile, Jafra plans to achieve 100% LED lighting across all its facilities and, through a Ps.10 million pesos investment in solar panels for its Querétaro plant and Toluca distribution center, reach its goal of 10% renewable energy by 2028. The corporate offices of Jafra and BeFra (in Guadalajara, Jalisco) are located in newly constructed smart buildings, featuring technological advancements such as reduced energy consumption through HVAC (Heating, Ventilation, and Air Conditioning) efficiency, LED lighting with automatic control, and extended equipment lifespan through predictive maintenance.

c) Water

BeFra is aware that its operational centers are located in areas with high water stress. The two main facilities the Betterware Campus and the Jafra plant—operate using a closed-loop system and have their own water treatment plants. Consumption in 2025 was 89,424 m³ of fresh water, 20% from Betterware and 80% from Jafra.

Betterware: draws fresh water from a well and reduced its consumption by 0.65% compared to 2024, through a rainwater harvesting system and the use of treated water for irrigating green areas.

Jafra: receives water via the municipal network as part of an industrial park and increased its consumption by 10% compared to the previous year due to increased production and sales. For 2026, it budgeted Ps.12.8 million pesos for the redesign of the water treatment plant in Querétaro, an investment that will achieve an approximate 10% reduction in water use by 2028.

d) Strategic Inputs

Due to the nature of its operations and sales volume, the environmental impact of BeFra's product delivery is considerable.

For Betterware, environmental risks and opportunities are linked to improved purchasing, logistics, and packaging practices, as most of its products are manufactured in China.

For Jafra, they are linked to responsible sourcing practices, safe production, and packaging, as 90% of its inputs are of national origin.

The Group promotes the recycling of inputs related to storage and shipping, especially corrugated cardboard, paper, and stretch wrap. It also promotes the certification of materials, such as the paper used for catalogs and the cardboard used for packaging and storage. Jafra's production processes also require materials such as glass, plastic, solvents, and other substances.

Decarbonization Strategy

Since 2023, the Company has measured its carbon footprint in accordance with international commitments and Mexican government regulations. In 2025, this measurement and analysis was deepened through the engagement as an external consultant. Opportunities for reduction in Scope 1 and 2 emissions were identified using science-based targets (SBTis), and Scope 3 emissions were calculated by category using an expenditure-based methodology. A specific measurement system for the value chain will be implemented in 2026.

a) Climate Action Plan

Developed in partnership with Sin Carbono, the plan is being implemented in three phases:

- (2nd half of 2025) - Screening A1, A2, and A3. The A1 and A2 emissions calculations were validated, and spend-based screening was conducted to identify the most relevant impact categories of A3, aligning them with the GHG Protocol. A proposed decarbonization strategy and a preliminary roadmap with a Science-Based Targets (SBTi) approach were received.
- (1st half of 2026) - Upstream and Downstream Carbon Footprint Measurement. A proposed roadmap and targets for 2027 and 2030, and a Net Zero vision for 2050, were developed. The focus is on standardizing measurement systems across work sites based on the GHG Protocol and the ISO 14064 standard, as well as integrating the information into monitoring software.
- (2nd half of 2026) - Climate Action Plan: Based on SBTi and short, medium and long term horizons, modeling the potential of different initiatives in a strategic roadmap to reduce GHG emissions in operations and in the value chain.

b) Scope 1 and 2 Emissions

Scope 1 emissions (“Scope 1”) include those from operations, the vehicle fleet, and fugitive emissions. The main fuel is natural gas used in the boiler at the Jafra plant. Gasoline or diesel consumption at operational centers is low, as it is only used in the event of power outages at power generation and water treatment plants. For employee transportation, bus routes are used, and carpooling is encouraged through gasoline vouchers.

It is estimated that vehicles used by staff commuting to work generated 2,275 tCO₂e, and 1,144 tCO₂e for business travel. A plan to integrate electric vehicles over the next five years is being prepared for 2026.

Regarding equipment maintenance and upgrades and their impact on GHG emissions, Jafra invested \$5.8 million pesos to upgrade equipment, replace forklift batteries and 10 HP 800k screw compressors for Logistics, install capacitor banks at the plant’s substation, and replace the chiller.

Regarding Scope 2 emissions (“Scope 2”), which are indirect emissions resulting from Betterware’s purchase of electricity, heating, cooling, and other resources in operations, Betterware achieved a 20% reduction compared to 2024, due to energy generated by solar panels (88%) and best practices (12%). Of BeFra’s 3,199 tCO₂e of emissions from electricity consumption, 80% came from market-based electricity and 20% from location-based electricity.

c) Scope 3 Emissions

As noted above, a more in-depth analysis of Scope 3 emissions (“Scope 3”), which are broad, indirect emissions that occur both upstream and downstream of a company’s value chain, for BeFra will be conducted in 2026. A software extension of the Transport Management System (TMS) is being evaluated to measure delivery distances more accurately, identifying opportunities to reduce the carbon footprint throughout the value chain. We are considering evaluating carrier selection (Clean Transportation program or energy efficiency plans). Other actions to consider: environmental clauses with suppliers, reducing incentives that involve energy consumption, last-mile electrification, eco-design in products, and inputs with lower environmental impact or recycling options.

Of the total GHG emissions at A3 based on the previous study, it is estimated that the Company’s total transportation and logistics generated 45,243 tCO₂e, with 15% being upstream emissions and 85% downstream emissions.

d) Extreme Weather Events

In 2025, Mexico experienced several extreme weather events: record-breaking rainfall in June; Hurricane Erick in the Pacific in June; and flooding and landslides caused by torrential rains in several states in October and November. These events did not materially affect the Company’s financial situation, beyond the payment of insurance claims totaling Ps.37.7 million pesos.

Both Betterware and Jafra achieved a 98% on-time delivery rate with 24- and 48-hour delivery windows. As part of a prevention plan for 2026, risk maps are being developed for each workplace in collaboration with strategic partners. This will enable the implementation of Business Continuity Plans in the event of weather-related incidents, which are expected to reduce emergency repair costs, lower the risk of missed deliveries, and yield benefits regarding insurance premiums.

Jafra is evaluating structural reengineering projects to prevent rainwater leaks at both the plant and the Toluca CEDIS. The Group plans to renew the insurance policy for 2026.

e) Additional Financial Effects

No financed issuances were generated for the Decarbonization Strategy during the reporting year. However, we have in the past issued sustainability bonds. A transaction originated by Betterware in 2021 to finance the construction of the Guadalajara Campus—based on an environmental impact analysis—was monitored for environmental impacts, and two sustainable bonds were issued to finance the facility. See “Indebtedness.”

The state of Querétaro is among the most advanced in the country in terms of environmental regulation, imposing taxes on carbon emissions and waste generation. For the 2024 fiscal year, Jafra paid \$288,766 MXN in carbon taxes and Ps.29 thousand in waste-related environmental taxes in 2025. The Company offset 804.59 tCO₂e of CO₂e emissions in 2024 through carbon credits, representing 23% of the total.

Thanks to its emissions management results and eco-efficiency practices, Jafra was awarded the QRO-3 State Low Carbon Emissions Seal and Level 1 Clean Industry Certification in 2025.

Value Chain Management

With a social mission focused on empowering people, BeFra provides an income opportunity for independent merchants—the vast majority of whom are women (90%)—through the direct sale of consumer goods using physical catalogs and digital tools. This model is based on a discount scheme that allows sellers to earn points for their orders, which they can redeem for rewards. The income generated by these independent associates and distributors depends not only on their own sales but also on the creation and management of a team or network of sellers.

Eco-friendly products.

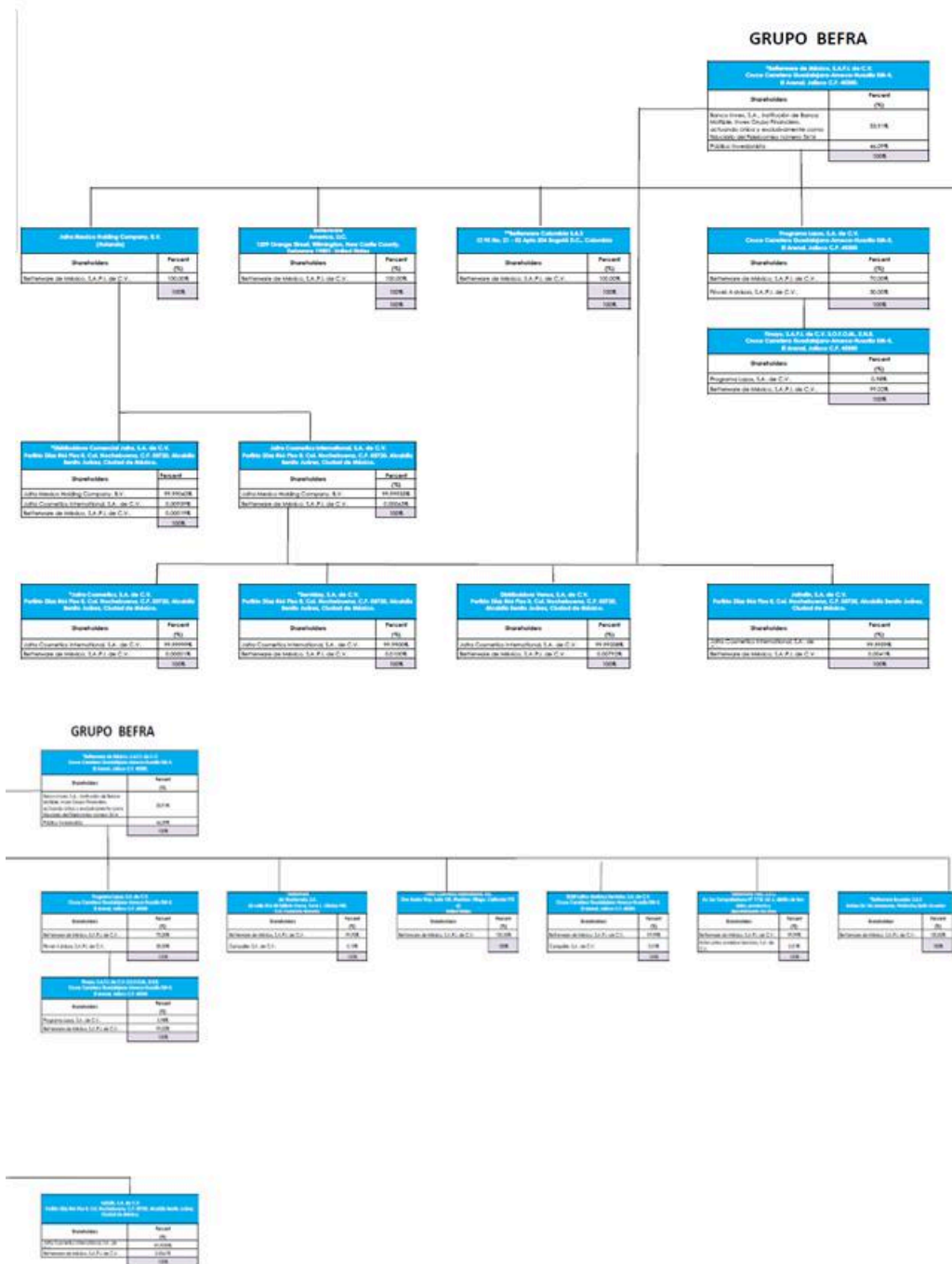
Betterware: All plastic products related to food and beverage storage are BPA-free. Approximately 8.2% of sales are products geared towards reducing environmental impacts, across three lines:

- B Better, liquid bottles that reduce single-use plastic
- Gurmy, an extensive line of containers for transporting food to school or work that reduces the consumption of single-use containers, packages, or wrappers
- Better Klin, eco-friendly pouches of concentrated cleaners that dissolve in water for all household cleaning tasks, reducing the purchase of highly polluting plastic containers and bags

Jafra: The products comply with the European cosmetic regulatory framework and do not use D4, D5, and D6 silicone, but rather other silicones and siloxanes that are approved for use. Regarding the properties of their products, the exfoliating formulas do not include microplastics as physical agents; instead, they use salt, silica sand, and activated charcoal. No product contains or uses talc, and only two SKUs in the line contain palm oil, which are being replaced with other ingredients to reduce dependence on this component, in accordance with international best practices. None of their product lines are tested on animals, and they have also launched two product lines promoting vegan formulas for their cosmetic products.

C. ORGANIZATIONAL STRUCTURE

The following diagram depicts the organizational structure of the Group as of the date of this annual report:



D. PROPERTY, PLANT AND EQUIPMENT

We own the following properties in Mexico:

- BWM's principal executive offices are located in El Arenal, Jalisco, Mexico. We built this facility to concentrate our corporate offices, storage and distribution of our home organization segment activities. The facility was completed in 2023 and the total investment amounted to Ps.1,111 million.
- JAFRA's production facility was built in October 2008, and is located in Querétaro, Mexico. 84.3% of our beauty and personal care segment's products are produced in this facility. The total investment amounted to Ps.735 million.
- JAFRA's main corporate offices were located in Mexico City, Mexico until 2024. During 2024, these land and buildings, were sold (Las Flores and San Angel) and the last one was classified as an asset held for sale (O'Farril), as follows:

Sale Jafra's land and building:

- Ø The Group, through subsidiary (Distribuidora Venus, S.A. de C.V. (Jafra Mexico)) entered into two contracts for the sale of the "Las Flores" land and the "San Ángel" land and building in March and August 2024, respectively. The sales price for these transactions was Ps.402.2 million and as a result, the Company recognized a loss in the income statement as other expenses of Ps.529.7 million.
- Ø Of the sales price, (i) Las Flores was paid in full in the amount of Ps.16.5 million as of December 31, 2024, and (ii) San Angel as of December 31, 2024 and 2025, was collected Ps.140.0 and Ps.135.6 million, respectively, and the remaining balance of Ps.110.1 million will be collected semiannually without interest, maturing in 2027.

In addition, as of December 31, 2024, a loss of Ps.34.1 million was recognized when determining the fair value of the long-term receivable. As of December 31, 2025 and 2024, the Management decided not to recognize an expected credit loss effect on San Ángel's account receivable because it was considered that the probability of non-collection is low and the payments are secured with the mortgage of the same property.

Assets held for sale:

- Ø Jafra México classified the O’Farril as assets held for sale in accordance with the accounting policy current assets held for sale. As of December 31, 2025 and 2024, the Company shown as current assets in its statement of financial position the asset held for sale for a value of Ps.40 million.

At the end of 2024, the carrying amount of O’Farril was Ps.206.6 million and an impairment loss of Ps.166.6 million was recognized, reducing the carrying amount to Ps.40 million.

As of the date of this annual report, we do not have plans to build, expand or improve any new or existing facilities. We have not identified any environmental issues that may affect our assets.

ITEM 4A. UNRESOLVED SEC STAFF COMMENTS

We have no unresolved comments from the staff of the SEC with respect to its periodic reports under the Exchange Act.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

Our discussion and analysis of our results of operations and financial condition are based upon our Audited Consolidated Financial Statements, which have been prepared in accordance with IFRS. Our operating and financial review and prospects should be read in conjunction with our Audited Consolidated Financial Statements, the accompanying notes thereto and other financial information appearing elsewhere in this annual report.

A. Operating Results

Factors Affecting Our Results of Operations of the Group

A number of factors have a significant impact on our business and results of operations, the most important of which are regulations, fluctuations in exchange rates in the currencies in which we operate, external factors and our capital investment plans.

Betterware’s distributors and associates

BWM sells its products through a unique two-tier sales model that is comprised of distributors and associates. Distributors act as link between BWM and the associates. BWM distributes products on a weekly basis to distributors’ domicile, who in turn deliver the products to the associates. BWM provides distributors a two-week credit line for them to pay BWM back the price for the products.

JAFRA’s leaders and consultants

JAFRA sells its products through a multilevel program with 10 levels of leaders and consultants, which are JAFRA’s marketing terms for its distributors and associates. Leaders and consultants are the link between JAFRA and final customers. JAFRA provides a 30-day credit line to leaders and consultants to pay JAFRA back for the price of the products.

Net Revenue

We generate revenue mainly through sale of products within two main segments:

- Ø Home organization segment, under the Betterware® brand. Some of the categories through which Betterware offers its product line include kitchen and food preservation, home solutions, bathroom, laundry & cleaning, tech and mobility, bedroom and wellness. BWM's products are sold through catalogues and are distributed to the end customer by its network of distributors and associates. BWM sells its products to a wide array of customers but focuses on the C and D segments of the Mexico's socioeconomic pyramid; and
- Ø Beauty and personal care (B&PC) segment, under JAFRA's brand. Our beauty and personal care segment include four main categories: fragrance, color, skin care and toiletries. JAFRA's products are sold through 12 promotional catalogues published on a monthly basis and are distributed to the end customer by its network of leaders and consultants. JAFRA offers monthly promotions focused on the "D" segment of the Mexico's socioeconomic pyramid.

For the year ended December 31, 2025, 2024 and 2023, JAFRA contributed 60.1%, 57.5% and 56.0%, respectively of our consolidated net revenue and BWM contributed 39.9%, 42.5% and 44.0%, respectively.

We report net revenue, which represents its gross revenue less sales discounts, adjustments and allowances. We also have deferred revenue due to undelivered performance obligations related to the promotional points program as per IFRS 15 "Revenue from Contracts with Customers." Deferred revenue relates to the accumulated points than distributors, associates, leaders and consultants have gained from their purchases and recruitment of new sales force. They can redeem these points for rewards (furniture, electronics, domestic appliances, among others). Revenue from the points program is recognized when points are actually redeemed and exchanged by distributors, associates, leaders and consultants.

Our revenue is recognized using a five-step model:

- Identify the contract with client (verbal or written).
- Identify the performance obligations committed in the contract.
- Consider the contractual terms and our business model in order to determine the transaction price. The transaction price is the amount of consideration to which an entity expects to be entitled in exchange for transferring goods or services to a customer, excluding amounts collected on behalf of third parties.
- Allocate the transaction price to the performance obligations identified in the contract (generally each distinct good or service), to depict the amount of consideration to which an entity expects to be entitled in exchange for transferring the promised goods or services to the customer.
- Recognize revenue when or as it satisfies a performance obligation by transferring a good or service to a customer, either at a point in time (when) or over time (as).

Cost of Sales

Our cost of sales consists of the purchase of raw materials, finished goods, air and maritime freight costs, land freight costs, customs costs, provisions for defective inventory, among others.

Selling Expenses

Our selling expenses include all costs related to the sale of products, such as printing and design of sales catalogues, packaging materials, events, marketing and advertising, promotional points program expenses, and employee compensation and social contributions. Costs related to sales catalog and rewards or points program products account for most of the weight of total selling expenses.

Administrative Expenses

Administrative expenses primarily include employees' compensation, social contributions and associated expenses. Also, includes research and development, leases, professional services relating to our statutory corporate audit and tax advisory fees, legal fees, outsourcing fees relating to information technology, and corporate site and insurance costs.

Distribution Expenses

Distribution expenses include the cost to carry the products from distribution centers to the final distributors.

Financing Income (Cost)

Our financing income (cost) consists primarily of: (i) interest expense and charges in connection with financings, (ii) income derived from investments of excess cash, (iii) loss/gains from foreign exchange changes, and (iv) loss /gains in valuation of derivative financial instruments.

Income Taxes

We are subject to (i) a 30% income tax rate under Mexican Income Tax Law, (ii) 25% income tax rate under Guatemalan law, (iii) 21% income tax rate under U.S. law; and (iv) 29.5% income tax rate under Peruvian law. See "Taxation" section below for more information.

Fluctuations in Exchange Rates in the Currencies in which We Operate

Our primary foreign currency exposure gives rise to market risks associated with exchange rate movements of the, Mexican Peso against the U.S. dollar See "—Quantitative and Qualitative Disclosure about Market Risk—Exchange Rate Risk."

Goodwill and Other Intangible Assets

Goodwill and intangible assets recognized in our financial statements arise from past business combinations completed by the Group. Further information regarding goodwill and intangible assets is provided in Notes 11 and 12 to the consolidated financial statements included in this annual report.

Goodwill and indefinite-lived intangible assets are allocated to those cash-generating units ("CGUs") or group of CGUs that are expected to benefit from the synergies of the related business combination. These CGUs or group of CGUs represent the lowest level within the Group at which goodwill is monitored for internal purposes. The determination of CGUs or group of CGUs is based on a manner in which management monitors and manages the operating business.

Group of CGUs to which goodwill has been allocated are tested for impairment at least annually, or more frequently if events or changes in circumstances indicate that an impairment may have occurred. All other assets or groups of CGUs are tested for impairment whenever such indicators exist and suggest that their carrying amounts may not be recoverable.

As of December 31, 2025, 2024 and 2023, the estimated recoverable amount of the group of CGUs exceeded their respective carrying amounts and therefore no impairment of goodwill was recognized for those periods.

Certain material weaknesses related to controls over goodwill are further described in in "Item 15—Controls and Procedures— Management's annual report on internal control over financial reporting."

Results of Operations — For the Year 2025 Compared to the Year 2024:

All amounts in this section marked with “Ps.” are in thousands of Mexican pesos unless otherwise noted

Net Revenue

	<u>December 31,</u> <u>2025</u>	<u>December 31,</u> <u>2024</u>	<u>Var. \$</u>	<u>Var. %</u>
The Group’s net revenue				
BWM	Ps. 5,688,659	5,991,834	(303,175)	(5.1)%
JAFRA	8,554,356	8,108,924	445,432	5.5%
Total net revenue	Ps. 14,243,015	14,100,758	142,257	1.0%

GROUP

Net revenue increased by 1.0%, or Ps.142,257, reaching Ps.14,243,015 for the year 2025 compared to Ps.14,100,758 for the year 2024. This increase was primarily driven by higher net revenue generated by Jafra, which contributed positively to the Group’s consolidated net revenue.

BWM:

Net revenue decreased by 5.1%, or Ps. (303,175), reaching Ps.5,688,659 for the year 2025 compared to Ps.5,991,834 for the year 2024. This decrease primarily reflects a weak start to the year, driven by softer national consumption levels, as well as lower percentage of associates placing an order per week (to 26.3% in 2025 from 27.1% in 2024), causing a decline in contribution to net revenue.

JAFRA:

Net revenue increased by 5.5%, or Ps.445,432, reaching Ps.8,554,356 for the year 2025 compared to Ps.8,108,924 for the year 2024. This increase was primarily driven by higher average monthly sales orders per consultant and per leader rising from 2,246 to 2,425 (+8%) sales orders, mainly supported by promotional plans, which increased by 0.3 percentage points, from 51.5% to 51.8%.

Cost of Sales

	<u>December 31,</u> <u>2025</u>	<u>December 31,</u> <u>2024</u>	<u>Var. \$</u>	<u>Var. %</u>
The Group’s cost of sales				
BWM	Ps. 2,615,212	2,569,082	46,130	1.8%
JAFRA ⁽¹⁾	2,147,548	1,951,141	196,407	10.1%
Total cost of sales	Ps. 4,762,760	4,520,223	242,537	5.4%

(1) JAFRA historically has had higher gross margins than BWM because of JAFRA manufactures most of its products within Mexico and JAFRA does not incur international freight costs as does BWM.

GROUP:

Cost of sales increased by 5.4%, or Ps. 242,537, to Ps.4,762,760 for the year 2025 compared to Ps.4,520,223 for the year 2024. This increase was primarily driven by higher raw material costs at Jafra by 6%, mainly attributable to the increase in glass prices.

BWM:

Cost of sales increased by 1.8% or Ps.46,130, to Ps.2,615,212 for the year 2025 compared to Ps.2,569,082 for the year 2024. This increase was mainly driven by external factors, including temporary foreign exchange losses attributable to the purchase of inventory in a foreign currency and losses from derivative positions resulting from a strengthening of the Mexican peso and an increase in the slow-moving and damaged inventory allowance.

JAFRA:

Cost of sales increased 10.1%, or Ps.196,407, to Ps.2,147,548 for the year 2025 compared to Ps.1,951,141 for the year 2024. This increase was primarily driven by higher raw material prices, particularly glass, which accounted for approximately 6% of the increase, a higher provision for inventory obsolescence arising from image renewal initiatives (mainly related to fragrances), higher production volumes, and foreign-exchange losses attributable to purchase of inventory in a foreign currency.

Administrative Expenses

	<u>December 31,</u> <u>2025</u>	<u>December 31,</u> <u>2024</u>	<u>Var. \$</u>	<u>Var.%</u>
The Group's administrative expenses				
BWM	Ps. 1,092,763	1,136,448	(43,685)	(3.8)%
JAFRA	1,353,587	1,566,428	(212,841)	(13.6)%
Total administrative expenses	Ps. 2,446,350	2,702,876	(256,526)	(9.5)%

Administrative expenses by item are as follows:

	<u>December 31,</u> <u>2025</u>			<u>December 31,</u> <u>2024</u>			<u>Var. \$</u>			<u>Var.%</u>		
	<u>BWM</u>	<u>JAFRA</u>	<u>GROUP</u>	<u>BWM</u>	<u>JAFRA</u>	<u>GROUP</u>	<u>BWM</u>	<u>JAFRA</u>	<u>GROUP</u>	<u>BWM</u>	<u>JAFRA</u>	<u>GROUP</u>
Operations	Ps. 608,527	745,522	1,354,049	664,852	743,291	1,408,143	(56,325)	2,231	(54,094)	(8.5)%	(0.3)%	(3.8)%
Depreciation	123,221	212,132	335,353	137,496	214,208	351,704	(14,275)	(2,076)	(16,351)	(10.4)%	(1.0)%	(4.6)%
Finance	140,538	129,963	270,501	125,793	130,902	256,695	14,745	(939)	13,806	11.7%	(0.7)%	5.4%
IT	92,215	127,054	219,269	82,967	150,010	232,977	9,248	(22,956)	(13,708)	11.1%	(15.3)%	(5.9)%
Marketing	57,955	127,301	185,256	47,298	132,670	179,968	10,657	(5,369)	5,288	22.5%	(4.0)%	2.9%
Impairment fixed assets	-	-	-	-	166,581	166,581	-	(166,581)	(166,581)	-	(100.0)%	(100.0)%
Quality	26,357	-	26,357	27,921	-	27,921	(1,564)	-	(1,564)	(5.6)%	-	(5.6)%
Others	43,950	11,615	55,565	50,121	28,766	78,887	(6,171)	(17,151)	(23,322)	(12.3)%	(59.6)%	(29.6)%
Total	Ps. 1,092,763	1,353,587	2,446,350	1,136,448	1,566,428	2,702,876	(43,685)	(212,841)	(256,526)	(3.8)%	(13.6)%	(9.5)%

GROUP:

Administrative expenses decreased 9.5%, or Ps.(256,526), to Ps.2,446,350 for the year 2025 compared to Ps.2,702,876 for the year 2024. The decrease of Ps.256,526 was mainly driven by (i) the absence in 2025 of a Ps.166,581 impairment charge on assets held for sale recognized in 2024, (ii) a Ps.49,309 reduction in impairment losses on trade accounts receivable, (iii) a Ps.39,769 decrease in professional and consulting fees, (iv) and a Ps.16,351 decrease in depreciation expense related to fully amortized software of Betterware. These decreases were partially offset by a Ps.17,051 increase in warehouse rental expenses due to additional storage capacity required as a result of higher inventory levels during the first half of 2025. As a percentage of net revenues, administrative expenses represented 17.2% and 19.2% for the years 2025 and 2024, respectively.

BWM:

Administrative expenses decreased 3.8%, or Ps.(43,685), to Ps.1,092,763 for the year 2025 compared to Ps.1,136,448 for the year 2024. The decrease was mainly driven by a Ps.46,029 reduction in impairment losses on trade accounts receivable accounted for in 2024 and a Ps.14,275 decrease in depreciation expense related to property, plant and equipment and intangible assets, primarily from software that reached the end of its useful life. These reductions were partially offset by a Ps.17,051 increase in warehouse rental expenses due to additional storage space required due to higher volume of inventory during the first half of 2025. As a percentage of net revenues, administrative expenses represented 19.2% and 19.0% for the years 2025 and 2024, respectively.

JAFRA:

Administrative expenses decreased 13.6%, or Ps.(212,841), to Ps.1,353,587 for the year 2025 compared to Ps.1,566,428 for the year 2024. The decrease was mainly driven by an impairment charge of Ps.166,581 on assets held for sale recognized in 2024, a Ps.32,519 reduction in fees in 2025, and a Ps.10,055 commission fee related to the sale of Jafra property, plant and equipment recognized in 2024 (see “—Item 4 —Property, Plant and Equipment”). As a percentage of revenues, administrative expenses represented 15.8% and 19.3% for the years 2025 and 2024, respectively.

Selling Expenses

	December 31, 2025	December 31, 2024	Var. \$	Var. %
The Group’s selling expenses				
BWM	Ps. 723,330	854,008	(130,678)	(15.3)%
JAFRA	3,355,811	3,143,909	211,902	6.7%
Total of selling expenses	Ps. 4,079,141	3,997,917	81,224	2.0%

The selling expenses major line items include:

	December 31, 2025			December 31, 2024			Var. \$			Var. %		
	BWM	JAFRA	GROUP	BWM	JAFRA	GROUP	BWM	JAFRA	GROUP	BWM	JAFRA	GROUP
Reward program	Ps. 76,862	1,091,879	1,168,741	186,519	949,184	1,135,703	(109,657)	142,695	33,038	(58.8)%	15.0%	2.9%
Sales commission	-	1,531,051	1,531,051	-	1,464,455	1,464,455	-	66,596	66,596	0%	4.5%	4.5%
Sales catalogue	269,371	149,051	418,422	273,817	148,896	422,713	(4,446)	155	(4,291)	(1.6)%	0.1%	(1.0)%
Sales bonuses and wages	177,357	191,221	368,578	190,576	190,932	381,508	(13,219)	289	(12,930)	(6.9)%	0.2%	(3.4)%
Events and conventions	68,964	288,939	357,903	60,232	294,129	354,361	8,732	(5,190)	3,542	14.5%	(1.8)%	1.0%
Others	130,776	103,670	234,446	142,864	96,313	239,177	(12,088)	7,357	(4,731)	(8.5)%	7.6%	(2.0)%
Total	Ps. 723,330	3,355,811	4,079,141	854,008	3,143,909	3,997,917	(130,678)	211,902	81,224	(15.3)%	6.7%	2.0%

GROUP:

Selling expenses increased by 2.0%, or Ps. 81,224, to Ps.4,079,141 for the year 2025 compared to Ps.3,997,917 for the year 2024. The increase was mainly driven by a Ps.66,596 increase in sales commissions, resulting from a 5.5% increase in Jafra’s revenues, and a Ps.33,038 increase related to promotional expenses including an allowance on obsolete promotional products. Selling expenses represented 28.6% and 28.4% of net revenues for the years 2025 and 2024, respectively.

BWM:

Selling expenses decreased by 15.3%, or Ps.130,678, to Ps.723,330 for the year 2025 compared to Ps.854,008 for the year 2024. The decrease was mainly attributable to a Ps.103,169 reduction in promotional sales programs, and lower salaries and benefits of Ps.13,219 due to a decrease in the number of sales personnel. Additional decrease of Ps.4,446 was driven by reduction in the cost of selling catalogs distributed to sales personnel and reduced materials costs of Ps.4,460. Selling expenses represented 12.7% and 14.3% for the years 2025 and 2024, respectively.

JAFRA:

Selling expenses increased 6.7%, or Ps.211,902, to Ps.3,355,811 for the year 2025 compared to Ps.3,143,909 for the year 2024. The increase was primarily driven by a Ps.79,112 increase in the allowance for obsolete inventory of promotional products. Additional increases included higher promotional expenses of Ps.33,421 and e-commerce platform costs of Ps.16,711. Selling expenses also increased by Ps.66,596 due to sales commissions, resulting from a 5.5% increase in revenues. Selling expenses represented 39.2% and 38.8% for the years 2025 and 2024, respectively.

Distribution Expenses

	<u>December 31,</u> <u>2025</u>	<u>December 31,</u> <u>2024</u>	<u>Var. \$</u>	<u>Var. %</u>
The Group's distribution expenses				
BWM	Ps. 280,539	273,254	7,285	2.7%
JAFRA	416,712	390,558	26,154	6.7%
Total of distribution expenses	Ps. 697,251	663,812	33,439	5.0%

GROUP:

Distribution expenses increased 5.0%, or Ps.33,439 to Ps.697,251 for the year 2025 compared to Ps.663,812 for the year 2024 due to increases in freight costs by 6% in BWM and 8% in Jafra.

BWM:

Distribution expenses increased 2.7%, or Ps.7,285, to Ps.280,539 for the year 2025 compared to Ps.273,254 for the year 2024. This increase was mainly driven by an increase of 6% in freight prices agreed with our carriers during 2025.

JAFRA:

Distribution expenses increased 6.7%, or Ps.26,154, to Ps.416,712 for the year 2025 compared to Ps.390,558 for the year 2024. This increase was mainly driven by an increase of 8% in freight prices agreed with our carriers during 2025.

Financing Income (Cost)

Financing income (cost)	<u>December 31, 2025</u>			<u>December 31, 2024</u>			<u>Var. \$</u>			<u>Var. %</u>		
	<u>BWM</u>	<u>JAFRA</u>	<u>GROUP</u>	<u>BWM</u>	<u>JAFRA</u>	<u>GROUP</u>	<u>BWM</u>	<u>JAFRA</u>	<u>GROUP</u>	<u>BWM</u>	<u>JAFRA</u>	<u>GROUP</u>
Interest expense ⁽¹⁾	Ps (502,111)	(38,934)	(541,045)	(605,617)	(34,088)	(639,705)	103,506	(4,846)	98,660	(17.1)%	14.2%	(15.4)%
Interest income	2,087	32,003	34,090	10,956	11,862	22,818	(8,869)	20,141	11,272	(81.0)%	169.8%	49.4%
Gain (loss) in valuation of financial derivative instruments ⁽²⁾	(108,846)	-	(108,846)	156,766	-	156,766	(265,612)	-	(265,612)	(169.4)%	-%	(169.4)%
Foreign exchange gain ⁽³⁾	182,797	43,654	226,451	281,470	48,779	330,249	(98,673)	(5,125)	(103,798)	(35.1)%	(10.5)%	(31.4)%
Foreign exchange loss ⁽³⁾	(114,550)	(31,828)	(146,378)	(322,262)	(53,292)	(375,554)	207,712	21,464	229,176	(64.5)%	(40.3)%	(61.0)%
Total	Ps (540,623)	4,895	(535,728)	(478,687)	(26,739)	(505,426)	(61,936)	31,634	(30,302)	12.9%	(118.3)%	6.0%

GROUP:

(1) Interest expense decreased 15.4% or Ps.(98,660) to Ps.541,045 in 2025 compared to Ps.639,705 in the year 2024, mainly driven by a decrease of interest expense associated with payment of debt. (See “—Liquidity and Capital Resources—Indebtedness” and Note 15 — “Debt and borrowings” to the Audited Consolidated Financial Statements.)

- (2) To mitigate the risks associated with fluctuation in the U.S. dollar exchange rate, the Group uses derivative financial instruments, primarily forward contracts, to hedge foreign currency exposure arising from inventory purchases denominated in U.S. dollars. As of December 31, 2025, the loss from the valuation of derivative financial instruments amounted to Ps.108,846, primarily related to the settlement of U.S.\$57,400 in forward contracts outstanding as of December 31, 2024.

In February 2025, the Company adopted hedge accounting. For further information, see Note 2 “Material accounting policies — Derivative financial instruments and hedge accounting” and Note 18 “Derivative financial instruments and hedge accounting” to the Audited Consolidated Financial Statements.

- (3) Net foreign exchange gain (loss) increased 276.7% to Ps.80,073 for the year 2025 compared to Ps.(45,305) for the year 2024. The change was primarily due to exchange rate fluctuations in the Group’s accounts payable to suppliers, which resulted in a net favorable foreign exchange of Ps.114,111 as of December 31, 2025.

BWM:

Financing Cost increased 12.9%, or Ps.61,936, to Ps.540,623 for the year 2025 compared to Ps.478,687 for the year 2024. The increase was primarily driven by Ps.265,612 unfavorable change in the valuation of derivative financial instruments, from a gain in 2024 to a loss in 2025, due to exchange rate fluctuations. This increase was partially offset by a Ps.103,506 decrease in interest expense due to payment of debt, and due to a Ps.114,111 foreign exchange gain on accounts payable to suppliers as of December 31, 2025.

JAFRA:

Financing Income increased 118.3%, or Ps.31,634, to Ps.4,895 for the year 2025 compared to Ps.(26,739) for the year 2024, due to a gain on interest of Ps.26,326, related to an account receivable from Jafra’s property sale in 2024 (See “—Item 4 —“Property, Plant and Equipment”).

Income Tax Expense

	December 31, 2025			December 31, 2024			Var. \$			Var. %		
	BWM	JAFRA	GROUP	BWM	JAFRA	GROUP	BWM	JAFRA	GROUP	BWM	JAFRA	GROUP
Income tax expense												
Current	Ps.154,318	432,796	587,114	199,186	553,380	752,566	(44,868)	(120,584)	(165,452)	(22.5)%	(21.8)%	(22.0)%
Deferred	7,887	65,980	73,867	37,120	(320,426)	(283,306)	(29,233)	386,406	357,173	(78.8)%	(120.6)%	(126.1)%
Total	Ps.162,205	498,776	660,981	236,306	232,954	469,260	(74,101)	265,822	191,721	(31.4)%	114.1%	40.9%

GROUP:

The Group’s effective income tax rate was 38.4% in 2025 and 40.0% in 2024, mainly explained by the two following paragraphs of BWM and Jafra. In Mexico, United States, Guatemala, Perú, Ecuador and Colombia, the Group’s statutory income tax rate in 2025, was 30%, 21%, 25%, 29.5%, 25% and 25%, respectively.

BWM:

Income taxes decreased 31.4% or Ps.74,101 to Ps.162,205 for the year 2025 compared to Ps.236,306 for the year 2024. The decrease was primarily attributable to lower taxable income, due to a decrease in net revenue by 5.1%, and tax deductions for inventory write-offs in the amount of Ps.22 million.

JAFRA:

Income taxes increased 114.1% or Ps.265,822 to Ps.498,776 for the year 2025 compared to Ps.232,954 for the year 2024. The increase was primarily attributable to a decrease in deferred income tax benefits, mainly resulting from the tax effects of the asset sale completed in 2024, with a total transaction value of approximately Ps.282 million (See “—Item 4 —“Property, Plant and Equipment”).

Reconciliation of Non-IFRS Measures

Non-IFRS Financial Measures

We define “EBITDA” as profit for the year adding back the depreciation of property, plant and equipment and right-of-use assets, amortization of intangible assets, financing cost, net and total income taxes. We define “Adjusted EBITDA” as the same ratio with the elimination of non-concurrent transactions, non-current events. EBITDA and adjusted EBITDA are not measures required by or presented in accordance with IFRS. EBITDA and Adjusted EBITDA are non-IFRS financial measures that do not follow generally accepted accounting principles or IFRS. These non-IFRS measures do not have standardized meanings and may not be directly comparable to similarly titled measures adopted by other companies. Potential investors should not rely on information not recognized under IFRS as a substitute for the measures of earning or liquidity required by IFRS in making an investment decision.

We believe that these non-IFRS financial measures are useful to investors because (i) we use these measures to analyze our financial results internally and believe they represent measures of operating profitability and (ii) these measures will provide investors more tools for their analysis of our operating performance.

EBITDA and Adjusted EBITDA Reconciliation to Net Income/(Loss) from Continuing Operations

In thousands of Mexican pesos	December 31, 2025			December 31, 2024			Var. \$			Var. %		
	BWM	JAFRA	GROUP	BWM	JAFRA	GROUP	BWM	JAFRA	GROUP	BWM	JAFRA	GROUP
Net income for the year	Ps. (106,334)	1,167,138	1,060,804	146,235	565,287	711,522	(252,569)	601,851	349,282	(172.7)%	106.5%	49.1%
Add: Total income taxes	162,205	498,776	660,981	236,306	232,954	469,260	(74,101)	265,882	191,721	(31.4)%	114.1%	40.9%
Add: Financing cost, net ⁽¹⁾	920,944	(385,216)	535,728	776,501	(271,075)	505,426	144,443	(114,141)	30,302	18.6%	42.1%	6.0%
Add: Depreciation and amortization	123,221	266,314	389,535	137,496	254,690	392,186	(14,275)	11,624	(2,651)	(10.4)%	4.6%	(0.7)%
EBITDA	Ps. 1,100,036	1,547,012	2,647,048	1,296,538	781,856	2,078,394	(196,502)	765,156	568,654	(15.2)%	97.9%	27.4%
Add: Other expenses - Sale of fixed assets	-	-	-	-	529,722	529,722	-	(529,722)	(529,722)	-%	(100)%	(100)%
Add: Impairment fixed assets	-	-	-	-	166,581	166,581	-	(166,581)	(166,581)	-%	(100)%	(100)%
Adjusted EBITDA ⁽²⁾	Ps. 1,100,036	1,547,012	2,647,048	1,296,538	1,478,159	2,774,697	(196,502)	68,853	(127,649)	(15.2)%	4.7%	(4.6)%

(1) The amount of financing cost net is presented before elimination of interest expense between BWM and JAFRA of Ps.380,321 in 2025 and Ps.297,814 in 2024 (See — Note 25 “Segment Information” to the Audited Consolidated Financial Statements).

(2) The adjusted EBITDA is made up of adding unusual items: (+) the impairment of assets held for sale, (+) other expenses by selling of properties.

GROUP:

For the year 2025, EBITDA increased 27.4% or Ps.568,654, to Ps.2,647,048 compared to Ps.2,078,394 in 2024, mainly due to the asset sale loss of Ps.529 million and impairment loss of assets held for sale in the amount of Ps.167 million in 2024 (See “—Item 4 —“Property, Plant and Equipment”), offset by the decrease in BWM’s net revenue by 5.1% in 2025 and temporary FX-related impacts on inventory valuation and losses from derivative positions, due to a stronger-than-expected peso.

For the year 2025, Adjusted EBITDA decreased 4.6% or Ps.127,649, to Ps.2,647,048 compared to Ps.2,774,697 in 2024, mainly due to the decrease in BWM’s net revenue by 5.1% in 2025 and temporary FX-related impacts on inventory valuation and losses from derivative positions, due to a stronger-than-expected peso, offset by the growth by 5.5% in Jafra’s net revenue driven by higher purchase orders and improved consultant productivity.

BWM:

For the year 2025, EBITDA decreased 15.2% or Ps.196,502, to Ps.1,100,036 compared to Ps.1,296,538 in 2024, due to revenue decreased by 5.1% and temporary FX-related impacts on inventory valuation and losses from derivative positions, due to a stronger-than-expected peso. BWM does not have adjustments to its EBITDA and does not contribute any adjustments in the Group’s total Adjusted EBITDA calculation.

JAFRA:

For the year 2025, EBITDA increased 4.7% or Ps.68,853, to Ps.1,547,012 compared to Ps.1,478,159, in 2024, mainly due to the growth by 5.5% in Jafra’s net revenue driven by higher purchase orders and improved consultant productivity.

For the year 2025, Adjusted EBITDA increased 97.9% or Ps.765,156, to Ps.1,547,012 compared to Ps.781,856 in 2024, mainly due to the asset sale loss of Ps.529 million and impairment loss of assets held for sale in the amount of Ps.167 million in 2024 (See “—Item 4 —“Property, Plant and Equipment”), and the growth by 5.5% in Jafra’s net revenue driven by higher purchase orders and improved consultant productivity.

Results of Operations — For the Year 2024 Compared to the Year 2023:

For a discussion of results of operations for fiscal year 2024 compared to fiscal year 2023, see our Annual Report on Form 20-F for the year ended December 31, 2024 incorporated by reference herein.

B. LIQUIDITY AND CAPITAL RESOURCES

All amounts in this section marked with “Ps.” are in thousands of Mexican pesos unless otherwise noted

Our primary source of liquidity is cash flow generated from our two main operating segments, sales of home organization products and beauty and personal care (B&PC). Variation in sales of our products directly affects our cash flow. We have historically met our short- and long-term working capital and capital expenditure requirements through net cash flow provided by operating activities. Our capital expenditures requirements are mainly related to investment in technology, and, in prior years, to the construction of our distribution center. We financed the JAFRA Acquisition through a long-term debt instrument, and despite the current inflationary environment, we believe we will have sufficient resources to meet our debt service obligations in a timely manner.

In order to maintain sufficient liquidity, we strive to maintain an average cash and cash equivalent monthly balance of approximately Ps.200,000. As of December 31, 2025, 2024 and 2023 our cash and cash equivalents were Ps.328,344, Ps.296,558, and Ps.549,730 respectively. During 2023 the cash balance was higher than our minimum expected cash balance, however, during 2025 and 2024 management decided to use cash available in order to pay debt. The cash balance at the end of 2025 compared to 2024 was higher, mainly driven by a decrease of interest expense associated with payment of debt by Ps.101 million. (See “—Liquidity and Capital Resources—Indebtedness” and Note 15 — “Debt and borrowings” to the Audited Consolidated Financial Statements).

One of our management’s objectives is to prepay long-term debt in order to achieve a leverage index lower than 2x. We currently finance our long-term debt with sources of cash flow generated mainly by JAFRA.

During 2025, 2024 and 2023, the Group had maintained revolving credit facilities with banks BBVA, HSBC, and Banamex, which provide a continuous source of working capital that management believes can meet any required immediate funding (For further detail on the Company's available liquidity, see "—Liquidity and Capital Resources—Indebtedness" and Note 15 — "Debt and borrowings" to the Audited Consolidated Financial Statements).

During 2025, BWM imported approximately 87.2% of its products in contrast to JAFRA importing approximately 36.5%. Such imports are paid in dollars. To reduce the risk related to fluctuations in exchange rates, BWM uses derivative financial instruments as "forwards" to moderate the exchange risks resulting from future inventory and purchases in dollars. At the end of 2025, the hedging forward contracts cover 100% of the product needs until May 2026. In accordance with the policy and market conditions, the Company enters into derivative contracts in order to cover needs for the coming months. As of the date of this Annual Report, the hedging forward contracts covered our inventory purchases until December 2026. For further information on our hedging and derivatives use, see —Note 2 "Material accounting policies — Derivative financial instruments and hedge accounting" and Note 18 "Derivative financial instruments" to the Audited Consolidated Financial Statements.

Jafra Mexico continues to be one of the Group's most resilient growth engines, despite beauty market headwinds. Brand strength, innovation cadence, and consistent field engagement are what position the business for sustainable growth and margin stabilization. Management remains focused on further strengthening the brand, improving merchandise planning, product innovation, and rolling out enhanced technology.

Cash Flow

Year Ended December 31, 2025, Compared with Year Ended December 31, 2024

Cash Flows from Operating Activities

Cash flows provided by operating activities increased 24.5%, or Ps.439,597, to Ps.2,236,727 for the year ended December 31, 2025, compared to Ps.1,797,130 for the year ended December 31, 2024, mainly due to: (i) a decrease in inventories of Ps.507,896 to control excess inventory mainly in BWM. Historically, the Group did not invest in working capital because it is financed by the days payable to suppliers (sales are higher, cash collection from sales is faster than payments made to suppliers). Our inventory turnover improved from 183 days for the year ended December 31, 2024, to 173 days for the year ended December 31, 2025, our days of payables decreased from 159 for the year ended December 31, 2024, to 151 for the year ended December 31, 2025, and our days of receivables were slightly increased from 29 days for the year ended December 31, 2024, to 30 days for the year ended December 31, 2025.

Cash Flows from Investing Activities

Cash flows provided by investing activities increased by Ps.35,783 to Ps.35,317 for the year 2025 compared to cash used in investing activities of Ps.(466) for year ended December 31, 2024, mainly due to a 37% decrease of payments of capital expenditures in technological platform, equipment, and property, offset by a 31% decrease in cash received from non-recurrent disposals of property.

Cash Flows from Financing Activities

Cash flows used in financing activities increased by 9.3%, or Ps.190,422 to Ps.(2,240,258) for the year 2025 compared to Ps.(2,049,836) for the year 2024. During 2025, we received proceeds of Ps.5,540,700 under our short-term financing agreements as follows: (i) Ps.1,629,600 from HSBC, and (ii) Ps.3,911,100 from BBVA. As of December 31, 2025, we repaid an aggregate amount of Ps.5,842,700 under these short-term financing agreements as follows: (i) 1,409,600 to HSBC, and (ii) Ps.3,933,100 to BBVA (iii) 500,000 for bond liquidity. Additionally, we repaid an aggregate amount of Ps.415,000 under our long-term financing agreements, as follows: (i) Ps.225,000 to BBVA, and (ii) Ps.190,000 to HSBC. For the years ended December 31, 2025, and 2024, we paid dividends in the amount of Ps.850,000 and Ps.998,054, respectively. For the year ended December 31, 2025, we paid interest of Ps.502,458, or 16.8% less compared to Ps.603,921 paid for the year ended December 31, 2024, mainly due to bond settlement and prepayment of long-term debt mentioned above; (See "—Liquidity and Capital Resources—Indebtedness").

Year Ended December 31, 2024, Compared with Year Ended December 31, 2023

For a discussion of results of cash flow for fiscal year 2024 compared to fiscal year 2023, see our Annual Report on Form 20-F for the year ended December 31, 2024 incorporated by reference herein.

Indebtedness

a) Debt and borrowings

Long-term credit facility with HSBC

On September 12, 2023, Betterware signed an agreement with HSBC to acquire a simple line of credit with joint obligation, up to Ps.950,000, valid until September 13, 2029, and payment of monthly interest at the TIIE rate (the of interbank interest rate) at 28 days published in BANXICO plus 1.3bp. Such ordinary interest will be calculated by the number of days effectively elapsed over the base of a year 360 days. In addition, in case of a default, interest will be paid at the ordinary interest rate multiplied by 2.0pp between the 360 days and the result of using the unpaid and past-due balances.

On September 13, 2023, Betterware used the Ps.950,000 of the credit line with HSBC to pay our revolving lines.

As of December 31, 2025 and 2024, the amount paid to the principal of this credit line amounts to Ps.190,000 and Ps.47,500, respectively.

As of December 31, 2025, the current portion of this long-term simple line amounted to Ps.190,000 and portion of this long-term amounted to Ps.522,500.

Bond issuances listed on the Mexican Stock Exchange (BWMX 23 and BWMX 23-2)

On July 7, 2023, Betterware successfully concluded the offering of a two-tranche bond issuance for a total of Ps.813,974, with maturities of 4 and 7 years, offered in the Mexican Market. The third offer of bonds for Ps.313,374 started paying interest at 12.41% rate and for the subsequent monthly payments, the rate will be based on the 28-day TIIE rate issued by Banxico plus 0.90%, and the fourth offer of Ps.500,000 will pay interest semi-annually at a fixed rate of 11.23% during the bond term. Principal payments are at the end of every bond maturity.

On July 10, 2023, Betterware used the bond amount net of issuance costs of Ps.810,197, to pay the syndicated credit line.

Long-term credit facility with BBVA

On July 5, 2023, Betterware entered into a credit agreement with BBVA, up to Ps.1,500,000, with a term of 60 months and monthly interest payment at 28-day TIIE rate published in BANXICO, on non-working days, the TIIE rate could be at 26, 27 or 29 days, plus the applicable margin. Such ordinary interest will be calculated by the number of days effectively elapsed over the base of a year 360 days. In addition, in case of a default, interest will be paid at the ordinary interest rate multiplied by 2.0 between the 360 days and the result of using the unpaid and past-due balances.

On July 10, 2023, Betterware used the Ps.1,500,000 of the credit line with BBVA to pay the syndicated credit line.

As of December 31, 2025 and 2024, the amount paid to the principal of this credit line amounts to Ps.225,000 and Ps.145,000, respectively.

As of December 31, 2025, the current portion of this long-term simple line amounted to Ps.375,000 and portion of this long-term amounted to Ps.755,000.

Former syndicated credit facility

On March 31, 2022, Betterware entered into a credit agreement with Banamex, HSBC, BBVA, BanBajío, BanCoppel, and Scotiabank, as syndicated lenders, for a credit line of up to Ps.4,498,695 (the “Syndicated Loan”). The funds under the credit line were entirely allocated to the Jafra Acquisition in Mexico and the United States. The credit line had a maturity of 5 years from the date of signing the contract in March 2022, which paid monthly interest at the 28-day TIIE rate plus the applicable margin established in the contract. The first 24 months the credit line had no principal payments, and from month 25 principal payments began in an increasing manner, with a global payment of 30% in month 60. Jafra subsidiaries were jointly responsible for this credit.

During the months of March and June 2023, Betterware made two principal payments for Ps.1,000,000 and Ps.250,000, respectively. On July 10, 2023, the remaining principal of the Syndicated Loan for Ps.3,248,695 was prepaid. The resources used came from long-term debt: Ps.1,500,000 from BBVA and Ps.810,197 from the new bond issue; and short-term loans: Ps.550,000 from the revolving line with BBVA, Ps.150,000 from the revolving line with Santander, Ps.50,000, from the revolving line with HSBC, and the remaining amount for Ps.188,498 was taken from available cash of Betterware and Jafra on the settlement date.

The Management considered the transaction as an extinguishment of the original debt and a new debt was recognized for the long-term simple credit lines with BBVA and HSBC, mainly due to substantial differences in financial obligations. As a result of the extinguishment of the debt from July to December 2023, the Company cancelled in profit or loss the outstanding remainder of the initial issuance costs for the original debt, which amounted to Ps.50,447.

Sustainability bond issuances listed on the Mexican Stock Exchange (BWMX 21X and BWMX 21-2X)

On August 30, 2021, Betterware successfully concluded the offering of a two-tranche sustainability bond issuance for a total of Ps.1,500,000, with maturities across 4 and 7 years, offered in the Mexican Market and issued at favorable conditions for the Company. The first offer of sustainability bonds for Ps.500,000 started paying interest at 5.15% rate plus 0.40% and for the subsequent monthly payments, the rate will be based on the 29-day TIIE rate issued by Banxico plus 0.40%, and the second offer of Ps.1,000,000 will pay interest semi-annually at a fixed rate of 8.35% during the sustainability bond term. Principal payments are at the end of every bond maturity.

On August 25, 2025, the BWMX 21-X bond with 4-year maturity expired and the capital by Ps.500,000 was settled.

Revolving credit facility with BBVA – Jafra

On August 11, 2025, Jafra entered into a current account credit agreement with BBVA México, S.A, Institución de Banca Múltiple, for an amount of Ps.200,000. The line of credit accrues ordinary interest at the TIIEF annualized rate for 28 days plus the percentage points determined in the system at the time of its drawdown. The validity of the contract is 36 months from the date of signing the original contract. During 2025, Jafra made several drawdowns of the revolving line that together amounted to Ps.874,100, and at the end of the year they were paid in full.

Revolving credit facility with HSBC – Jafra

On May 3, 2024, Jafra entered into a current account credit agreement with HSBC México, S.A., Institución de Banca Múltiple, for an amount of Ps.70,000. The term of the agreement is 24 (twenty-four) months from the date of execution of the agreement and accrues interest at the 28-day TIIE reference base rate plus a margin applicable to the reference rate. During 2025 and 2024, Jafra used the revolving line in the amount of Ps.1,364,600 and Ps.184,100, and at the end of the year were paid in full.

Revolving credit facility with BBVA – Betterware

On April 5, 2022, the Group entered into a credit line with BBVA for up to Ps.400,000 and as of May 31, 2022, through an amending agreement, the amount was strengthened for up to Ps.800,000. The line of credit bearing interest at the 28-day TIIE rate plus 100 basis points, payable monthly, with a term of 36 months from the date of signing the original contract.

On March 4, 2025, Betterware renewed the contract for this line of credit with BBVA for up to Ps.800,000. The line of credit accrues ordinary interest at the TIIEF annualized rate for 28 days plus the percentage points determined in the system at the time of its drawdown. The validity of the contract is 36 months from the date of signing the original contract.

During the years 2025, 2024 and 2023, Betterware received several deposits of this revolving line which together amounted to Ps.3,037,000, Ps.1,723,000 and Ps.1,855,020, respectively, which, as of December 31, 2025, 2024, and 2023, were paid Ps.3,059,000, Ps. 1,903,000 and Ps.1,555,020, respectively

As of December 31, 2025, 2024 and 2023, the total balance of this short-term line closed at Ps.98,000, Ps.120,000 and Ps.300,000, respectively.

Revolving credit facility with Santander – Betterware

On May 30, 2022, Betterware entered into a current account credit agreement with Santander México, S.A., for an amount of Ps.200,000. BLSM is jointly and severally liable for this credit. The maturity date of this line of credit is May 31, 2024, and accrues interest at the TIIE rate plus 190 basis points. During fiscal year 2023, Betterware has used Ps.380,000 under such revolving credit line and which has been reimbursed to Santander. During 2025 and 2024, BWM did not receive cash from this credit line.

Revolving credit facility with HSBC – Betterware

On March 10, 2020, Betterware entered into a current account credit line agreement with HSBC México, S.A., for an amount of Ps.50,000, with provisions by means of promissory notes specifying payment of principal and interest. BLSM is jointly liable for this credit. On May 4, 2020, the first amendment agreement was signed, in which the amount of the credit line was increased to Ps.150,000. On June 17, 2022, the fourth modifying agreement was signed, which increased the available funds to Ps.300,000; and it bears interest at the TIIE rate plus 100 basis points. During the years 2025, 2024 and 2023, Betterware received several deposits of this revolving line which together amounted to Ps.265,000, Ps.1,120,000 and Ps.300,000, respectively, which, as of December 31, 2025, 2024 and 2023, were paid Ps.45,000, Ps.1,040,000 and Ps.300,000, respectively.

As of December 31, 2025, the balance of this short-term line closed at Ps.300,000.

Unsecured revolving credit facility with Banamex – Betterware

Betterware has an unsecured credit line with Banamex since July 2016, for up to Ps.900,000, at a rate based on the 28-days TIIE plus 110 basis points. As of January 1, 2023, the line of credit had a payable balance of Ps.200,000. During fiscal year 2023, Betterware used this line of credit for Ps.700,000 and Ps.900,000 were paid. During fiscal years 2025 and 2024, BWM did not receive cash from this credit line. As of December 31, 2025, this line of credit is no longer active.

Our debt instruments contain the following financial ratios and covenants.

The long-term and current debt of the credit line with HSBC and the current account credit line with Banamex of Betterware contains the following financial obligations:

- a) A leverage ratio less than or equal to 3.00.
- b) A debt service coverage ratio equal to or greater than 1.25.

The Betterware long-term BBVA facility contains the following financial covenants:

- a) A leverage ratio equal to or less than 3.50 to 1.0.
- b) A debt service coverage ratio greater than or equal to 1.25 to 1.0.

The Betterware revolving BBVA facility contains the following financial covenants:

- a) A leverage ratio equal to or less than 3.00.
- b) A debt service coverage ratio equal to or greater than 1.25.

The Jafra revolving BBVA facility contains the following financial covenants:

- a) A leverage ratio no greater than 3.50 to 1.0.
- b) A liquidity ratio no less than 1.0 to 1.0.
- c) An interest service coverage ratio no less than 1.0 times to 1.0.

The short and long-term debt of credit lines with banks contain the following covenants, among others:

- a) Provide the quarterly financial statements 20 days after the end of each quarter (1st to 3rd) and 40 days after the end of the 4th quarter and provide the audited consolidated financial statements 120 days after at the end of the fiscal year.
- b) Compliance with fiscal, social security and environmental laws and contractual obligations, among others; and payments of any taxes or related expenses.
- c) Maintain current payments of insurance policies.
- d) No mergers, splits or liens without the consent of the agent.

The bond issuances require the Group to comply with the following obligations:

- a) Pay interest on bonds monthly or semi-annually, as applicable to each issue (bond), and using the rate stipulated in the Title.
- b) Use the funds from the placement of the Stock Certificates for the permitted purposes.
- c) Compliance with the general provisions applicable to securities issuers and other participants; among them, the delivery of quarterly financial information and an annual report to the Banking Commission (CNBV, for its acronym in Spanish) and BMV.
- d) Compliance with the general provisions applicable to entities and issuers supervised by the CNBV that hire external audit services.

The Group was in compliance with all financial obligations as of December 31, 2025, 2024 and 2023. The Management determined that there is no uncertainty regarding compliance with covenants in the next 12 months.

b) Leases

The Group leases cars, computers, servers, printers, warehouses and buildings (Jafra distribution center and commercial venues) with different expiration dates, with the latest expiration date in 2034. As of December 31, 2025, 2024 and 2023, the leases balances amounted to Ps.336,588, Ps.314,023 and Ps.361,561, respectively. For further explanation see —Note 13 “Leases” to the Audited Consolidated Financial Statements.

C. RESEARCH AND DEVELOPMENT, PATENTS AND LICENSES, ETC.

Our research and development efforts consist of constant product innovation with the objectives of refreshing our catalogue content and attracting clients’ repeated purchases and data analytics unit technology in order to improve product development processes. For further details, see “Item 4.B. Information on the Company-Business Overview-Research and Development.”

D. TREND INFORMATION

New Tariffs.

Import tariffs implemented in Mexico on Chinese-manufactured products—particularly plastic-based goods—had a limited impact from Betterware business, reducing gross margin by approximately 0.6%. These measures mainly affected categories with high dependency on Chinese imports.

The Company mitigated this impact through proactive actions across sourcing, design, and pricing. These included supplier renegotiations, selective price adjustments, and progress toward production nationalization. These initiatives are expected to further reduce exposure to tariff-related pressures while supporting margin stability.

Slow Consumption.

During 2025, the Company operated in a subdued consumption environment, driven by macroeconomic volatility, socio-political uncertainty, and softer consumer spending across core markets. This resulted in slower-than-expected revenue growth, primarily due to reduced consumer activity.

As 2026 begins, consumption trends are stabilizing at normalized—but still soft—levels, rather than showing a strong rebound.

Strong Peso.

During the year, the Mexican peso remained relatively strong against the U.S. dollar, providing certain cost benefits given the Company’s exposure to dollar-denominated imports. However, exchange rate volatility continues to represent a potential risk.

To mitigate this exposure, the Company maintains a disciplined hedging strategy, with foreign exchange hedges in place. This approach enhances cost visibility, reduces short-term volatility, and supports financial planning.

Other than as discussed above and disclosed elsewhere in this annual report, we are not aware of any trends, uncertainties, demands, commitments or events for the year ended December 31, 2025 that are reasonably likely to have a material and adverse effect on our revenues, income, profitability, liquidity or capital resources, or that would cause the disclosed financial information in this annual report to be not necessarily indicative of our future results of operations or financial condition.

E. CRITICAL ACCOUNTING JUDGMENTS AND ESTIMATES

See —Note 4 “Material accounting judgments and key sources of estimation uncertainty” to the Audited Consolidated Financial Statements.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. DIRECTORS AND SENIOR MANAGEMENT

Set forth below is information concerning our officers and directors as of the date of this annual report. Our executive officers are appointed by the board of directors to serve in their roles. Each executive officer is appointed for such term as may be prescribed by the board of directors or until a successor has been chosen and qualified or until such officer's death, resignation or removal. Unless otherwise indicated, the business address of all of our executive officers and directors is Gdl-Ameca-Huaxtla km-5, El Arenal Jalisco, 45350, México.

BOARD MEMBERS:

Name	Age	Position Held
Luis German Campos Orozco	73	Chairman of the Board
Andres Campos Chevallier	43	Group Chief Executive Officer and Board Member
Santiago Campos Chevallier	34	Managing Director of BWM and Board Member
Jose de Jesus Valdez Simanca	73	Independent Board Member
Dr. Martín M. Werner Wainfeld	62	Independent Board Member
Federico Clariond Domene	51	Independent Board Member
Salvador Alva Gomez	71	Independent Board Member
Silvia Lucia Davila Kreimerman	55	Independent Board Member
Diego Gaxiola Cuevas	54	Independent Board Member
Jose Raz Guzman	62	Non-Member Secretary

EXECUTIVE OFFICERS:

Name	Age	Position Held
Andres Campos Chevallier	43	Group Chief Executive Officer and Board Member
Raul Luis Del Villar Zanella	61	Corporate Chief Financial Officer
Santiago Campos Chevallier	34	Managing Director of BWM and Board Member
Pilar Sanchez Valdovinos	50	Managing Director of Jafra Mexico
Mauricio Alvarez Morphy	56	Corporate Chief Information Officer
Leonardo de Jesus Ayala Latapi	54	Corporate Chief Business Intelligence Officer
Ana Cecilia Augusto	56	Managing Director of Betterware Andean Region
María Fernanda Gil Tamayo	43	Digital Transformation Officer
María D Gordo González	41	Chief Commercial Officer, Jafra U.S.

Background of Our Officers and Directors

The Group's board of directors is composed of the following members and a non-member Secretary:

- **Luis Campos** has been in the direct-to-consumer business for more than 30 years. He has been Chairman of the Board of BeFra Group since he bought Betterware de México in 2001. Prior to BeFra, at Tupperware Mr. Campos served as President of Latam, then President of Ibero-America (Latam, Spain & Portugal) and finally President of Americas (Ibero-America, United States & Canada) (1994 – 1999), President & CEO of Sara Lee — House of Fuller Mexico (1991 – 1993), and CEO of Hasbro Mexico (1984 – 1990). Mr. Luis Campos is an active member of the “Consejo Nacional de Comunicación”, an active member of the “Consejo Consultivo” or Regional Board of Citibanamex and Regional Board of BBVA in Mexico, and he was an active member of the Direct Selling Association, The Latin America Regional Managers' Club, The Conference Board, and a board member of the Economic Development Commission of Mid Florida, Casa Alianza-Covenant House, The Metro Orlando International Affairs Commission, SunTrust Bank and Casa de Mexico de la Florida Central, Inc. Mr. Campos was selected to serve on BeFra's board of directors due to his extensive experience in consumer product companies, especially in the direct sales, as well as his relevant top-level experience in American public multinational companies. Luis Campos is the father of Andres and Santiago Campos.
- **Andres Campos** assumed and has been CEO of BeFra Group since January 4, 2024, which includes the Betterware and Jafra brands, both in Mexico and abroad, reporting directly to Luis Campos, Chairman of the Board. Prior to becoming CEO, within the Company, Andres Campos served as CEO of Betterware México (2018 – 2024), Commercial Director (2014 – 2018) and Strategy and New Businesses Director (2012 – 2014). Prior to Betterware, Mr. Campos worked in Banamex Corporate Banking area (2005 – 2010) and in KPMG as an Auditor (2004 – 2005). Andres holds a bachelor's degree in Business Administration from Instituto Tecnológico y de Estudios Superiores de Monterrey and an MBA from Cornell University (2010 – 2012). During his fourteen years in BeFra, Andres has been a key contributor to the company's different stages of outstanding growth, where his leadership strength and strategic vision added to the company's overall success. Andres Campos is son of Luis Campos and brother of Santiago Campos.

- **Santiago Campos** assumed and has served as Managing Director of Betterware Mexico since January 4, 2024, reporting directly to Andres Campos. Prior to becoming Managing Director, Santiago Campos served as Director of Innovation and Communication at Betterware (2018-2024). Before assuming the CMO role in 2019, he worked rotational periods with the Sales team, and lived in China for 6 months working with our Quality team. Prior to joining Betterware, he served as Commercial Director at a local Real Estate Development company. Santiago holds a bachelor's degree in public accounting and finance from Instituto Tecnológico y de Estudios Superiores de Monterrey, LEAD Professional Degree from Stanford University and Design Thinking Certificate from Kellogg Executive Education. Santiago was selected to serve on BeFra's board of directors due to his instinct in product innovation and household needs in the Company's market target group. Santiago Campos is son of Luis Campos and brother of Andres Campos.
- **Jose de Jesus Valdez** serves BeFra as Independent board member. He joined Alpek in 1976 and has held several senior management positions such as CEO of Petrocel, Indelpro and Polioles. He was also president of the "Asociación Nacional de la Industria Química" (ANIQ), of the "Comisión Energética de la Confederación de Cámaras Industriales de los Estados Unidos Mexicanos" (CONCAMIN) and of the "Cámara de la Industria de Transformación de Nuevo León" (CANAINTRA). Mr. Valdez is a mechanical engineer and has an MBA from Tecnológico de Monterrey (ITESM) and a master's degree in industrial engineering from Stanford University. Mr. Valdez was selected to serve on the Company's board of directors due to his vast experience in Mexican, US and Latin American business and market economy.
- **Dr. Martín M. Werner**, serves BeFra as Independent board member. He has served as DD3's Chief Executive Officer and Chairman of the Board since inception, is a founding partner of DD3 Capital. Prior to founding DD3 Capital in 2016, Dr. Werner worked at Goldman Sachs for 16 years (2000 – 2016) becoming a Managing Director in 2000 and a Partner in 2006. He was co-head of the Investment Banking Division for Latin America and the country head of the Mexico office. Dr. Werner holds a bachelor's degree in economics from Instituto Tecnológico Autónomo de México (ITAM) and a Ph.D. in economics from Yale University. Dr. Werner continues to serve as the Chairman of the board of directors of Red de Carreteras de Occidente (RCO), which is one of Mexico's largest private concessionaires and operates more than 760 kilometers of toll roads and is owned by Goldman Sachs Infrastructure Partners. Prior to his time with Goldman Sachs, Dr. Werner served in the Mexican Treasury Department as the General Director of Public Credit from 1995 to 1997, and as Deputy Minister from 1997 to 1999. Among his numerous activities, he was in charge of restructuring Mexico's Public debt after the financial crisis of 1994 and 1995. Dr. Werner is the second largest investor of Banca Mifel, a leading mid-market Mexican bank with \$3.3 billion in assets and a credit portfolio of \$2.0 billion; he is also member of the Board of Directors of Grupo Comercial Chedraui, a leading supermarket chain in Mexico and the United States; the Board of Directors of Grupo Aeroportuario Centro Norte, one of Mexico's largest airport operators; and he is a member of Yale University's School of Management Advisory Board.
- **Federico Clariond** serves BeFra as Independent board member. He has served as CEO of Valores Aldabra, a single-family office with investments in financial services, aluminum, packaging and consumer goods companies, since 2011, and as CEO of Buro Inmobiliario Nacional, a Real Estate investment vehicle with holdings in the hospitality, industrial, office, and commercial spaces throughout Mexico, since 2015. Prior to Valores Aldabra and Buro Inmobiliario Nacional, from 2007 to 2011, Mr. Clariond served as CEO of Stabilit Mexico, a manufacturer of fiber glass reinforced plastics with operations in Mexico, the United States and Europe, and from 2004 to 2007, as Commercial VP of IMSA Acero. Mr. Clariond is a mechanical engineer and has an MBA from Stanford University. Additionally, he is board member of several companies ranging from the financial services, aluminum, packaging and consumer goods industries.

- **Salvador Alva** serves BeFra as Independent board member. He was President of the Instituto Tecnológico y de Estudios Superiores de Monterrey from 2011 to 2020, President of PepsiCo Latin America from 1983 to 2008 and Vice President of Marketing and Planning of Cervecería Moctezuma from 1972 to 1982. Mr. Alva holds a Bachelor's degree in Chemical Engineering from UNAM and an MBA from Universidad de las Américas. He is a consultant, entrepreneur and member of various boards and civil associations.
- **Silvia Davila** serves BeFra as Independent board member. She is a proven leader with over 30 years of experience working with leading consumer companies in various roles and possesses deep knowledge of the Latin American market. Silvia Davila currently serves as President of Danone LATAM. Silvia joined Danone in 2017 as Regional President LATAM for dairy products, and since 2020, Prior to Danone, she worked in Mars (2004-2017), Procter & Gamble (1992-2003) and McDonald's Mexico (1989-1992). Silvia holds a Bachelor's degree in Marketing from UNITEC, where she graduated with honors, a Master's degree in Business Economics from ITESM and post-graduate studies from Harvard, IMD and INSEAD. She is a member of the Global Executive Committee and responsible for the operation in Mexico and for all categories in LATAM.
- **Diego Gaxiola** serves BeFra as Independent board member. Mr. Gaxiola serves as Global CFO for Grupo Bimbo, the world's leading and largest baking company, since 2017, and has over 20 years of experience in similar roles. Previously, Mr. Gaxiola was CFO of Alsea, a leading operator of fast-food establishments, coffee shops and casual restaurants in Latin America and Spain that bear some of the world's leading brands. Prior to Alsea, he worked for Grupo Desc in corporate finance and at Grupo Televisa. Mr. Gaxiola has a master's degree in finance from Universidad Anáhuac and a bachelor's degree in business administration from the University of Newport and Universidad Iberoamericana.
- **Jose Raz** has been recently appointed as secretary of our board of directors, without being a member. He is the Co-Chair of Greenberg Traurig's Latin America Practice and Co-Managing Shareholder of the Mexico City office since 2015. He holds a law degree from Universidad Nacional Autónoma de México and a Master of Laws from the University of Virginia School of Law. As part of his corporate governance practice, Mr Raz Guzmán advises boards of directors, special committees, and executive management regarding their fiduciary duties and corporate governance best practices. José is recognized by international legal publications as a top-tier attorney in Mexico in capital markets and banking and finance.
- **Raul del Villar** has served as Corporate Chief Financial Officer of BeFra Group since 2026. Mr. del Villar is a seasoned finance executive with over three decades of experience in senior leadership roles within multinational consumer companies. He most recently served as Vice President and Corporate Chief Financial Officer at Grupo Axo. Earlier in his career, Mr. del Villar served as Chief Financial Officer and Administrative Director at Adidas Mexico, where he oversaw strategic planning and financial operations. His experience also spans cross-functional leadership, including legal and corporate governance, enabling disciplined growth in complex and dynamic operating environments.
- **Pilar Sanchez** has served as Managing Director of Jafra Mexico of BeFra Group since 2024. In her previous experience she served as Chief Marketing Officer of Mondelez Mexico, and before that, she held various local, regional, and global positions of increasing responsibility at PepsiCo for 17 years, serving in broad functional roles such as marketing, innovation, strategy, and R&D. Pilar has immersed herself into the business since joining the Company in July, 2023.

- **Mauricio Alvarez** has served as Corporate Chief Information Officer of BeFra Group. Previously, he served as CIO only for Betterware de México in August 2020. Mauricio joined BeFra from multinational customer experience companies including Atento where he was Chief Information Officer for the US, Mexico, and Central America. Before Atento, Mauricio co-founded Flip Technologies, a SaaS provider for nonprofit organizations and held various IT & Innovation leadership roles of increasing responsibility at The Coca-Cola Company globally. Mauricio holds a bachelor's degree in computer systems from the Universidad Iberoamericana in Mexico City.
- **Leonardo Ayala** has served as Corporate Chief Business Intelligence Officer of BeFra Group. He has worked for thirteen years developing business analysis capabilities for BeFra Group. Previously he held positions in Business Analysis and Commercial Strategy for telecommunications companies such as Telefónica Movistar (2007-2012) and in the financial sector (Grupo Profuturo 1996-2006). Leonardo holds a B.A. in Business Administration from Universidad Nacional Autónoma de México (UNAM).
- **Ana Cecilia Augusto** has served as Managing Director of Betterware Andean Region of BeFra Group since 2024. Her career spans the cosmetic, personal care, fashion and accessories and mass consumption sectors in Latin America. At the transnational Belcorp she assumed strategic positions as Executive Brand Director and Executive Director of eCRM. As a business consultant she worked on strategic projects with the multinationals AJE and Aruma of the Lindley group.
- **Maria Fernanda Gil** has served as Digital Transformation Officer of BeFra Group since 2025. With more than 15 years of experience across CPG, retail, and SaaS, Maria has led regional programs spanning marketing, e-commerce, and digital integration for leading consumer and B2B organizations. Her prior experience includes roles at Coca-Cola FEMSA, Cueros Vélez, and TransPerfect. She holds an MBA in Digital Marketing & E-commerce from the Instituto Europeo de Posgrado and a bachelor's degree in International Management from Menlo College.
- **Maria Gordo** has served as Chief Commercial Officer of JAFRA Cosmetics International U.S. since 2024, having previously held the role of Chief Marketing Officer. She leads the Company's marketing and sales strategies in the United States. She has more than 15 years of experience in the beauty, wellness, and direct-selling industries, having held senior leadership roles at global companies including Yoli, Young Living, and Nu Skin Enterprises. She holds a bachelor's degree in Corporate Communications from Universidad Europea de Madrid and a specialization in Digital Marketing from the University of San Diego.

B. COMPENSATION

All amounts in this section marked with "Ps." are in thousands of Mexican pesos unless otherwise noted

For the year ended December 31, 2025, we paid our top management a fixed aggregate compensation of approximately Ps.41,923 plus a variable aggregate compensation for bonuses of approximately Ps.17,202. The amounts payable under the performance bonus depend on the results achieved and include certain qualitative and/or quantitative objectives. Overall, the total executive compensation for 2025 was Ps.59,125.

C. BOARD PRACTICES

Board Committees

The Group's Audit and Corporate Practices Committee has the following specifications:

Composition

- The Audit and Corporate Practices Committee of the Group consists of three members appointed by the board itself, in accordance with the provisions of the NYSE, the Group's bylaws and other legal provisions, in the understanding, however, that the chairman of the Audit and Corporate Practices Committee will be elected by the General Assembly of Shareholders of the Group.
- The members of the Audit and Corporate Practices Committee are independent as under NYSE requirements.
- The Audit and Corporate Practices Committee may create one or more sub-committees, to receive support in the performance of its functions. The Audit and Corporate Practices Committee is empowered to designate and remove the members of said sub-committees and to determine their powers.
- As of the date of this annual report, the members of the Audit and Corporate Practices Committee are:
 - i. **Federico Clariond** — Chairman — Federico Clariond has served as CEO of Valores Aldabra, since 2011, and as CEO of Buro Inmobiliario Nacional. Prior to Valores Aldabra and Buro Inmobiliario Nacional, from 2007 to 2011, Mr. Clariond served as CEO of Stabilit Mexico, a manufacturer of fiber glass reinforced plastics with operations in Mexico, the United States and Europe, and from 2004 to 2007, as Commercial VP of IMSA Acero. Additionally, he is board member of several companies. Mr. Clariond is a mechanical engineer and has an MBA from Stanford University. Mr. Clariond was selected to serve on Betterware's board of directors due to his vast business experience in Mexico's private investment matters.
 - ii. **Jose de Jesus Valdez** Mr. Valdez joined Alpek in 1976 and has held several senior management positions such as CEO of Petrocel, Indelpro and Polioles. He was also president of the "Asociación Nacional de la Industria Química" (ANIQ), of the "Comisión Energética de la Confederación de Cámaras Industriales de los Estados Unidos Mexicanos" (CONCAMIN) and of the "Cámara de la Industria de Transformación de Nuevo León" (CANAINTRA). Mr. Valdez is a mechanical engineer and has an MBA from Tecnológico de Monterrey (ITESM) and a master's degree in industrial engineering from Stanford University. Mr. Valdez was selected to serve on the Company's board of directors due to his vast experience in Mexican, US and Latin American business and market economy.
 - iii. **Olga Botero** is the founder and Chair of SECCURI, and founder and CEO of C&S Customers and strategy. She currently serves as independent director of ALTIPAL, the largest consumer goods distribution and marketing company in Colombia, she is a member of the Audit Committee of Grupo Coppel, a Mexican retail and financial company, and has joined the Advisory Board of the Montoya Group, a group with companies in sectors such as Automotive, Music and Real Estate. Additionally, she serves as an independent director at Evertec Inc, is a member of the Audit Committee and Chair of the IT Committee.

Ms. Botero has a Bachelors and Masters degree in computer science from Iowa State University, focused specially on Cyber Security and Encryption. She also has a diploma in Finance from EAFIT University in Colombia, and a diploma in E-Business from EIA University. Ms. Botero has a Scholars Award in General Management from the Kellogg School of Business and has studied various counselors' programs from Stanford, HBS, IESE and Kellogg.

Olga was member of the Audit and Corporate Practices Committee during 2025 and left at the beginning of 2026.

Sessions Frequency

- The Audit and Corporate Practices Committee and its sub-committees meet with the necessary frequency for the performance of their duties, at the request of any of its members, the Board of Directors or its Executive President or the General Assembly of Shareholders; in the understanding that it must meet at least 4 (four) times during a calendar year.
- The sessions of the Audit and Corporate Practices Committee and its sub-committees may be held by telephone or videoconference, with the understanding that the Secretary of the respective session must take the corresponding minutes, which must in any case be signed by the Executive President and the respective Secretary, and collect the signatures of the members who participated in the session.

Functions

- Regarding Corporate Practices, the Audit and Corporate Practices Committee will have the functions referred to in the Securities Market Law, especially the provisions of section I (first) of its Article 42 (forty-two), and other applicable legal provisions, as well as those determined by the General Assembly of Shareholders. They will also perform all those functions of which they must render a report in accordance with the provisions of the Securities Market Law. In an enunciative way, but not limited to, it will have the following functions:
 - Provide opinions regarding transactions between related parties to the General Assembly of Shareholders and the Board of Directors.
 - Develop, recommend and review corporate governance guidelines and guidelines of the Group.
 - Recommend modifications to the bylaws of the Group.
 - Analyze and review all legislative, regulatory and corporate governance developments that may affect the operations of the Group and make recommendations in this regard to the Board of Directors.
 - Prepare and propose the different manuals necessary for the corporate governance of the Group or for compliance with the applicable provisions.
 - Define the compensation and performance evaluation policies of the senior executives of the Group.
 - Use the best compensation practices to align the interests of the Shareholders and the senior executives of the Group, being able to hire any independent expert necessary for the development of this function.
 - Ensure access to market data and best corporate practices through external consultants specialized in the field.
 - Develop a plan for the succession of senior executives of the Group.
- In matters of Audit, the Audit and Corporate Practices Committee will have the functions referred to in the Securities Market Law especially the provisions of section II of its Article 42 (forty-two), and other applicable legal provisions, as well as those determined by the General Assembly of Shareholders. They will also perform all those functions of which they must render a report in accordance with the provisions of the Securities Market Law. In an enunciative way, but not limited to, it will have the following functions:
 - Determine the need and viability of the fiscal and financial structures of the Group.
 - Comment on the financial and fiscal structure of the international expansion of the Group.

- Comment on the financial reports, accounting policies, control and information technology systems of the Group.
- Evaluate and recommend the external auditor of the Group.
- Ensure the independence and efficiency of the internal and external audits of the Group.
- Evaluate the transactions between related parties of the Group, as well as identify possible conflicts of interest derived from them.
- Analyze the financial structure of the Group, in the short, medium and long term, including any financing and refinancing transactions.
- Review and comment on the management of the Group’s treasury, risk and exposure to fluctuations in exchange rates and hedging instruments of the Group, whatever their nature or denomination.
- Evaluate the processes and selection of insurance brokers, as well as the coverage and premiums of the Group’s insurance policies.

D. EMPLOYEES

The following table provides information regarding the number of our employees for the years 2025, 2024 and 2023, respectively:

	Number of Employees		
	December 31, 2025	December 31, 2024	December 31, 2023
Operations	1,457	1,375	1,348
Sales and marketing	517	549	520
Finance, administration, human resources, IT	467	410	426
Total	2,441	2,334	2,294

E. SHARE OWNERSHIP

For information regarding the share ownership of our directors and senior management, see “*Item 7.A Major Shareholders and Related Party Transactions—Major Shareholders.*”

F. DISCLOSURE OF A REGISTRANT’S ACTION TO RECOVER ERRONEOUSLY AWARDED COMPENSATION

During the preparation of this Annual Report, the Company revised the 2024 comparative diluted earnings per share disclosure to correct an error as disclosed in Note 22 of the financial statements. The Company performed the recovery analysis required by Rule 10D-1(b) and concluded that this revision does not have an impact on any compensation-based incentive programs, nor on any other performance indicators of the Group. No recovery of incentive-based compensation was required because no executive officer received incentive-based compensation based on the affected financial reporting measure.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. MAJOR SHAREHOLDERS

The following table sets forth information with respect to the beneficial ownership of our shares as of the date of this annual report:

- each shareholder, or group of affiliated shareholders, who we know beneficially owns more than 5% of our outstanding shares; and
- all directors and executive officers as a group.

As of April 6, 2026, we had 37,243,920 issued and outstanding ordinary shares. Beneficial ownership is determined in accordance with the rules of the SEC and generally includes any shares over which a person exercises sole or shared voting and/or investment power. Except as otherwise indicated, we believe the beneficial owners of the shares listed below, based on information furnished by them, have sole voting and investment power with respect to the number of shares listed opposite their names.

	Ordinary shares Beneficially Owned as of date of this annual report Ordinary Shares	
	Number	%
Five Percent or More Holders:		
Banco Invex S.A. Institucion de Banca Múltiple, Invex Grupo Financiero ⁽¹⁾	19,597,829	52.6%
Campalier S.A. de C.V. ⁽¹⁾	604,906	1.6%
Named Directors and Officers:		
Luis German Campos Orozco ⁽²⁾	20,202,735	54.2%
Andres Campos Chevallier ⁽³⁾	220,000	0.6%
Santiago Campos Chevallier ⁽⁴⁾	45,000	0.1%
Raúl del Villar	—	—%
Mauricio Alvarez Morphy	315	*%
Leonardo de Jesus Ayala Latapí	—	—%
Pilar Sanchez Valdovinos	—	—%
Ana Cecilia Augusto	—	—%
María Fernanda Gil Tamayo	—	—%
María D Gordoá González	—	—%
Jose de Jesus Valdez Simancas	1,165,000	3.1%
Dr. Martín M. Werner Wainfeld	262,307	0.7%
Federico Clariond Domene	722,654	1.9%
Salvador Alva Gomez	25,311	*%
Silvia Lucia Davila Kreimerman	2,802	*%
Diego Gaxiola Cuevas	300	*%
Jose Raz Guzman	—	—%
Total of all our executive officers, other directors, independent board members and secretary	22,646,424	60.8%

* Equals less than 0.1%

(1) Banco Invex S.A. Institucion de Banca Múltiple, Invex Grupo Financiero (“Invex”) and Campalier S.A. de C.V. (“Campalier”) are controlled by Luis Campos, our Board Chairman. The address for Campalier is Av. Acueducto 6075-A, Local 4, Puerta de Hierro, Zapopan, Jalisco, 45116, Mexico.

(2) Includes the shares of Invex and Campalier which Luis Campos controls.

(3) Includes 40,000 shares owned by C8A Holdings S.A. de C.V. (“C8A”) which Andres Campos possesses the voting and investment power over.

(4) Includes 32,500 shares owned by Fepacom S.A. de C.V. (“Fepacom”) which Santiago Campos possesses the voting and investment power over.

B. RELATED PARTY TRANSACTIONS

All amounts in this section marked with “Ps.” are in thousands of Mexican pesos unless otherwise noted

Other than as disclosed in this annual report and the Audited Consolidated Financial Statements attached hereto and other than in the ordinary course of business, since the beginning of our preceding three financial years, we do not have significant transactions or loans with the Group’s related parties. Please see Note 23 of the Audited Consolidated Financial Statements to see non-significant transactions with related parties.

C. INTERESTS OF EXPERTS AND COUNSEL

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. CONSOLIDATED AND COMBINED STATEMENTS AND OTHER FINANCIAL INFORMATION

Our Audited Consolidated Financial Statements are included in Item 18. The Audited Consolidated Financial Statements were audited by independent registered public accounting firm and are accompanied by their audit reports.

Legal Proceedings

We are not involved in or threatened by any material proceeding that we are not adequately insured or indemnified or which, if determined adversely, would have a material adverse effect on our consolidated financial position, results of operations and cash flows.

Dividend Distribution Policy

We have created an Investment Committee which evaluates and recommends the Board of Directors whether or not to pay dividends. As of the date of this annual report, we have not implemented a dividend policy.

B. SIGNIFICANT CHANGES

Except as otherwise disclosed in our Audited Consolidated Financial Statements and elsewhere in this annual report, there have been no significant changes in our business, financial condition or results of operations since December 31, 2025 and until the date of this Annual Report (See Note 1 — “Nature of business and significant” and Note 27— “Subsequent events” of the Audited Consolidated Financial Statements).

ITEM 9. THE OFFER AND LISTING

A. OFFER AND LISTING DETAILS

Our ordinary shares are listed on the NYSE under the symbol “BWMX.”

B. PLAN OF DISTRIBUTION

Not applicable.

C. MARKETS

Our ordinary shares began trading on the Nasdaq under the symbol “BWMX,” in connection with our initial public offering, on March 13, 2020. In 2024, we voluntarily de-listed from the Nasdaq and transferred our listing to the NYSE where our shares began trading on June 7, 2024.

D. SELLING SHAREHOLDERS

Not applicable.

E. DILUTION

Not applicable.

F. EXPENSES OF THE ISSUE

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. SHARE CAPITAL

Not applicable.

B. MEMORANDUM AND ARTICLES OF ASSOCIATION

The following is a summary of some of the terms of our ordinary shares, based on our articles of association in place. The following summary is not complete and is subject to, and is qualified in its entirety by reference to, the provisions of our articles of association, and applicable Mexican law, including Mexican corporate law.

General

Betterware is a company incorporated under the Mexican General Corporations Law on June 20, 1995, as a stock corporation with variable capital or “Betterware de México, S.A. de C.V.” (Sociedad Anonima de Capital Variable for its acronym in Spanish) with the initial register file number 195,312 in the Public Registry of Property and Commerce (“Registro Publico de la Propiedad y del Comercio” in Spanish). On August 2, 2021, Betterware adopted the form of Sociedad Anonima Promotora de Inversion de Capital Variable as a requirement of National Banking and Stock Commission (Comision Nacional Bancaria y de Valores) due to an issuance of bonds. As Betterware is a Mexican corporation, the rights of holders of Betterware’s shares will be governed directly by Mexican law and the Amended and Restated Charter.

Purposes

The Company’s purpose is (i) to establish and manage all types of commercial or civil companies; (ii) purchase and sale, negotiation, marketing, promotion of all types of products, solutions, home accessories, personal use, cleaning, and personal care products, direct or indirect through third parties and (iii) purchase and sale of real estate, among other things.

Shareholder Meetings

- Held at the corporate domicile of the Company or, in the case of unanimous resolutions, the place where the shareholders are met.
- Notice:
- A copy of the notice of any shareholders’ meeting shall be published not fewer than fifteen (15) calendar days prior to the date of the proposed meeting in the electronic system of the Corporations Publications of the Mexican Ministry of Economy.

Shareholders’ Voting Rights

- Any person authorized to vote may be represented at a meeting by a proxy who may speak and vote on behalf of the member.
- Depending on the matter that requires shareholders’ approval, the by-laws and Mexican law provide a fixed quorum.
- The annual ordinary shareholders’ meeting must have a quorum of at least 50% plus one of the outstanding shares of the Company’s capital stock and all resolutions shall be approved with the affirmative vote of at least the majority of the present shares. In the event of a second or subsequent call, the general ordinary stockholders’ meeting may be validly held regardless of the number of shares represented, and its resolutions shall be valid when adopted by majority vote of the shares represented at the meeting.

- The extraordinary shareholders' meetings must have a quorum of at least 75% of the outstanding shares of the Company's capital stock and all resolutions must be approved with the affirmative vote of at least 50% of the outstanding voting shares of the Company. In the event of a second or subsequent call, extraordinary general stockholders' meetings may be validly held if 50% of the outstanding voting shares of the Company is represented, and their resolutions will be valid if adopted by the favorable vote of shares representing at least 50% of the outstanding voting shares of the Company.
- Notwithstanding the provisions of the preceding paragraph, the favorable vote of shares with or without voting rights representing (i) 75% (seventy-five percent) of the Company's outstanding capital stock shall be required to amend the Company's by-laws and (ii) 95% (ninety-five percent) of the capital stock of the Company to resolve and request from the National Banking and Securities Commission the cancellation of the registration of the shares of the Company in the National Securities Registry, under the terms provided in the Securities Market Law and other applicable provisions.
- For special meetings, the rules provided for general extraordinary meetings shall apply considering only the shares of the applicable series or class.
- The annual ordinary shareholders' meeting shall:
 - approve the chief executive officer and board of directors' annual reports; the appointment of the members of the board of directors and statutory examiners; and if applicable, the members of the board or statutory examiners' fees.
 - discuss and approve on the re-appointment, revocation and/or appointment, if any, of one third of the proprietary members and respective alternates of the board of directors that the annual general ordinary meeting resolves to re-appoint, revoke and/or appoint;
 - evaluate the independence of independent directors;
 - appoint the chairmen of the corporate practices and audit committees;
 - decide on the use of the Company's profit, if any;
 - if applicable, determine the maximum amount of resources that may be used for the acquisition of its own shares;
 - approve the execution of transactions whether simultaneously or subsequently by the Company or the legal entities it controls within the same fiscal year that may be considered as one and the same transaction that the Company when they represent 20% or more of the consolidated assets of the Company, based on figures corresponding to the close of the immediately preceding quarter, regardless of the way in which they are applied. Stockholders holding shares with limited or restricted voting rights may vote at such meetings; and
 - any other matter that shall be convened with by the general ordinary meeting in accordance with applicable law or that is not specifically reserved for an extraordinary meeting.
- An extraordinary shareholders' meeting shall approve:
 - extension of the Company's term;
 - anticipated dissolution of the Company;
 - any increase or decrease in the capital stock of the Company;
 - any amendment in the Company's corporate purpose;

- any change in the Company's nationality;
- the Company's change in any other type of entity or Company;
- any merger;
- issuance of shares different than ordinary shares and bonds;
- redemption of shares; and
- any amendment to the Company's by-laws.

Directors

- The board of directors shall have a minimum of 9 and a maximum of 21 members.
- Any shareholder, or group of shareholders, that have 10% or more of the capital stock of the Company has the right to appoint one member of the board of directors.
- The members of the board shall hold office for one year or until the shareholders that have appointed them revoke such appointment. The directors may be reelected as many times as deemed convenient and shall continue in office until their successors have been appointed and taken office.

Fiduciary Duties

- Members of the board owe fiduciary duties in accordance with the Securities Market Law and in the applicable provisions of the stock exchange in which the shares are listed as follows:
 - The members of the board of directors must act in accordance with the duty of loyalty provided under Mexican law and in the applicable provisions of the stock exchange in which the shares are listed. The directors and the secretary, in the event they have a conflict of interest, must abstain from participating in the relevant matter and from being present in the deliberation and voting of said matter, without it affecting the quorum required for the installation of the board.
 - The members of the board of directors must act in accordance with the duty of care. For such purposes, they shall have the right to request, at any time and in accordance with the terms they deem appropriate, information from the Company's officers and the legal entities controlled by the Company.
 - The breach of any director to his duty of care shall make him jointly and severally liable with other directors who have breached their duty of care or are responsible, for the damages and losses caused to the Company, which shall be limited to direct damages and losses, but not punitive or consequential, caused to the Company and to the events in which such director acted fraudulently, in bad faith, with gross negligence or unlawfully.

Shareholders' Derivative Actions

- The liability resulting from the breach of the duty of care or the duty of loyalty shall be exclusively in favor of the Company or of the legal entity controlled by it or over which it has a significant influence and may be exercised by the Company or by the stockholders who, individually or jointly, hold ordinary shares or shares with limited voting rights, restricted or without voting rights, representing 5% or more of the corporate capital in accordance with the provisions of Article 38 of the Securities Market Law.
- The members of the board of directors shall not incur in liability for damages caused to the Company or to the legal entities it controls, when a director acts in good faith.

Indemnification of Directors and Officers

- The Company shall indemnify and hold harmless the members and the secretary of the board of directors, any of the members of the Company's committees, and the relevant officers of the Company, in connection with any liability arising from the performance of their duties, including any indemnification for any damage or injury, the necessary amounts to reach any settlement, and any fees and expenses incurred by such persons in connection with the above. Such indemnity shall not apply if any of such persons incurred or committed fraudulent acts, unlawful acts or omissions, or acted in bad faith.

Inspection of Books and Records

- Members of the general public, on payment of a nominal fee, can obtain copies of the public records of the Company available at the Public Registry of Commerce, which will include an extract of the Company's articles of incorporation with the initial capital stock and any increase in its fixed portion, the initial stockholders and members of the Board, as well as any merger, dissolution or liquidation provision.
- Any person that is registered as a stockholder in the Company's stockholder registry book can inspect, with prior written notice to the Company, any of the Company's books or records.

Anti-takeover Protections

The Board of Directors needs to approve, with at least 66% of its members present in a duly conveyed meeting and with at least 66% of its members favorable vote, any change in Control of the Betterware or the transfer of 20% or more of Betterware's shares. Such change of Control or transfer must be notified to Betterware and Betterware's shareholders.

The Board of Directors must approve the transfer within the following 90 calendar days after having all documentation the Board deems necessary for its consideration and approval.

In the event the Board of Directors authorizes the transaction, in addition to the Board approval, prior to the closing of the transaction, the person asking for the Board's approval shall make a tender offer for 100% of the outstanding capital stock of the Company, at a price payable in cash, not less than the highest of the following:

- the book value per share, in accordance with the latest quarterly financial statements approved by the Board of Directors and presented to the National Banking and Securities Commission or to the applicable securities exchange; or
- the highest closing price per share with respect to transactions in the securities exchange where the shares are placed, published in any of the 365 days prior to the date of the application filed or the authorization granted by the Board of Directors; or
- the highest price paid with respect to the purchase of any shares, during the 365 days immediately before sending of the request or the authorization granted by the Board of Directors.

In each of these cases (items (i) to (iii) above), a premium equal to or greater than 15% shall be paid in respect of the price per share payable in connection with the requested transaction, it the understanding that the Board of Directors may modify, upwards or downwards, the amount of such premium, taking into account the opinion of a reputable investment bank.

The public tender offer must be completed within 90 days of the date of the Board of Directors' authorization, on the understanding that such term may be extended for an additional period of 60 days if the applicable governmental authorizations continue to be pending on the date of expiration of the initial term referred to above.

In the event that the Board of Directors receives on or before closing, an offer from a third party, requesting to make the acquisition of at least the same number of shares, on better terms for the stockholders or holders of shares of Betterware, the Board of Directors shall have the capacity to consider and, if applicable, authorize such second request, revoking the authorization previously granted.

If the transaction is not (i) an acquisition representing the 20% of the capital stock of Betterware, or (ii) a change of Control, it shall be registered in Betterware's Shares Registry Book once authorized by the Board of Directors.

In the event the Board of Directors rejects the transaction, the Secretary of the Board shall summon, within a period of 10 calendar days following such rejection (or within 20 calendar days prior to the termination of the term for the Board of Directors to decide on such request), to a General Ordinary Stockholders' Meeting at which the shareholders may, by the simple majority of the votes of the outstanding shares, ratify the decision of the Board of Directors or revoke such decision. In such case, the shareholders' resolution shall be deemed as final and shall replace any prior rejection by the Board of Directors.

"Control" means in respect of any person, through a person or group of persons, (i) the power to impose, directly or indirectly, by any means, resolutions or decisions, or to veto or prevent such resolutions or decisions from being taken, in any sense, at General Shareholders Meetings, or to appoint or remove the majority of the directors, administrators, managers or their equivalents of said person; (ii) maintain the ownership of any class of shares or rights related thereto which permit, directly or indirectly, the exercise of voting rights in respect of more than 50% of the shares, of whatever nature, with voting rights of such person, and/or (iii) the power to direct, determine, influence, veto or impede, directly or indirectly, the policies and/or decisions of the Board of Directors or of the management, strategy, activities, operations or principal policies of such person, whether through ownership of shares, by contract or agreement, written or oral, or by any other means, regardless of whether such control is apparent or implied.

A copy of the Articles of Association, as amended, is furnished under Item 19. "Exhibits".

C. MATERIAL CONTRACTS

On April 7, 2026, the Company entered into a syndicated revolving credit agreement for Ps.3,805.5 million pesos with BBVA Mexico, HSBC Mexico, Banco del Bajío, and Banco Ve por Más, in which Jafra Cosmetics, S.A. de C.V., Distribuidora Comercial Jafra, S.A. de C.V., and Jafra Cosmetics International, S.A. de C.V. act as joint and several obligors. The financing was arranged to fund the Tupperware Acquisition agreed upon on January 19, 2026. The financing matures on April 7, 2031; provides for a 24-month grace period for principal repayment; accrues interest at a variable rate based on the THIE plus the applicable margin; and establishes certain other financial obligations.

Other than the syndicated loan and the Tupperware Acquisition itself, we do not have any material contracts to disclose.

D. EXCHANGE CONTROLS

Mexico has had a free market for foreign exchange since 1991, and the Mexican federal government has allowed the peso to float freely against the U.S. dollar since December 1994. However, Mexico has imposed foreign exchange controls in the past, and pursuant to the provisions of the USMCA, if Mexico experiences serious balance of payment difficulties or the threat thereof in the future, Mexico would have the right to impose foreign exchange controls on investments made in Mexico, including those made by U.S. and Canadian investors. We have no control over or influence on this exchange rate policy, and there is no guarantee that the Mexican federal government will not change this policy.

E. TAXATION

Material U.S. Federal Income Tax Considerations

The following is a summary of the material U.S. federal income tax consequences to U.S. Holders (as defined below) of the ownership and disposition of our ordinary shares. This summary is based upon U.S. federal income tax laws (including the U.S. Internal Revenue Code of 1986, as amended (the “Code”) final, temporary and proposed Treasury regulations, rulings, judicial decisions and administrative pronouncements), all as of the date hereof and such authorities may be repealed, revoked or modified, possibly with retroactive effect, so as to result in United States federal income tax consequences different from those discussed below.

As used herein, the term U.S. Holder means a beneficial owner of one or more of our ordinary shares:

- that is for U.S. federal income tax purposes one of the following:
 - an individual citizen or resident (as defined in Section 7701(b) of the Code) of the United States,
 - a corporation (or other entity that is treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or any political subdivision thereof (including the District of Columbia).
 - an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
 - A trust if (1) a court within the United States can exercise primary supervision over it, and one or more United States persons have the authority to control all substantial decisions of the trust, or (2) the trust was in existence on August 20, 1996, was treated as a domestic trust on the previous day, and has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person;
- who holds the ordinary shares as capital assets for U.S. federal income tax purposes;
- who owns, directly, indirectly or by attribution, less than 10% of the share capital or voting shares of the Company; and
- whose holding is not effectively connected with a business carried on through a permanent establishment in Mexico.

This summary does not address all of the tax considerations that may apply to holders that are subject to special tax rules, such as U.S. expatriates or former long-term residents of the United States, insurance companies, individual retirement accounts and other tax-deferred accounts, tax-exempt organizations, certain financial institutions, dealers and certain traders in securities, (including those that elect to use the mark-to-market method of accounting), banks, regulated investment companies, real estate investment trusts, persons holding ordinary shares as part of a straddle, hedging, conversion or other integrated transaction, controlled foreign corporations or passive foreign investment companies, persons who are required to accelerate the recognition of any item of gross income with respect to the shares of the Company as a result of such income being recognized on an applicable financial statement, persons who acquired their ordinary shares pursuant to the exercise of employee shares options or otherwise as compensation, persons who are liable for the alternative minimum tax, entities or arrangements classified as partnerships for U.S. federal income tax purposes or persons whose functional currency is not the U.S. dollar. Such holders may be subject to U.S. federal income tax consequences different from those set forth below.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds ordinary shares, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. An entity or arrangement treated as a partnership for U.S. federal income tax purposes, or partner in a partnership, is urged to consult its own tax advisor regarding the specific tax consequences of owning and disposing of the ordinary shares.

Except as otherwise noted, this summary assumes that the Company is not a passive foreign investment company (a “PFIC”) for U.S. federal income tax purposes, which the Company believes to be the case. The Company’s possible status as a PFIC must be determined annually and therefore may be subject to change or an IRS challenge. If the Company were to be a PFIC in any year, materially adverse consequences could result for U.S. Holders.

This summary does not contain a detailed description of all the U.S. federal income tax consequences to you in light of your particular circumstances and does not address U.S. federal estate and gift taxes or the effects of any state, local or non-U.S. tax laws. Potential investors in our ordinary shares should consult their own tax advisors concerning the specific U.S. federal, state and local tax consequences (including U.S. estate and gift tax consequences) of the ownership and disposition of our ordinary shares in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction.

Taxation of distributions

Subject to the PFIC rules discussed below under “Passive Foreign Investment Company Rules”, distributions received by a U.S. Holder on ordinary shares, including the amount of any Mexican taxes withheld, generally will constitute foreign source dividend income to the extent paid out of the Company’s current or accumulated earnings and profits (as determined for U.S. federal income tax purposes). Distributions in excess of current and accumulated earnings and profits will be treated as a non-taxable return of capital to the extent of the U.S. Holder’s basis in the ordinary shares and thereafter as capital gain. Because the Company does not maintain calculations of its earnings and profits under U.S. federal income tax principles, it is expected that any distributions on ordinary shares (including any Mexican taxes withheld) will be reported to U.S. Holders as foreign source dividend income. U.S. Holders should consult their own tax advisers with respect to the appropriate U.S. federal income tax treatment of any distribution received from the Company.

Corporate U.S. Holders who own less than 10% of the share capital or voting shares of the Company will not be entitled to claim the dividends received deduction with respect to dividends paid by the Company. Subject to the PFIC rules discussed below under “Passive Foreign Investment Company Rules,” a non-corporate U.S. Holder recipient of dividend income will generally be subject to U.S. federal income tax on such dividend income at a reduced capital gains tax rate rather than the marginal tax rates that generally apply to ordinary income, if the dividend qualifies as “qualified dividend income” for U.S. federal income tax purposes. Dividends on our ordinary shares would qualify as “qualified dividend income” if the Company qualifies as a “qualified foreign corporation” and certain other requirements are met (including certain holding period requirements). A non-U.S. corporation generally will be considered to be a qualified foreign corporation with respect to any dividend it pays on stock which is readily tradable on an established securities market in the United States. The ordinary shares are listed on the NYSE and should qualify as readily tradable on an established securities market in the United States so long as they are so listed. Therefore, the Company believes it will be a qualified foreign corporation for purposes of the reduced tax rate on dividend income from distributions on our ordinary shares, although no assurance can be given that it will continue to be treated as a qualified foreign corporation in the future. However, non-corporate U.S. Holders will not be eligible for reduced tax rates on any dividends received from us if we are a PFIC (as discussed below under “Passive Foreign Investment Company Rules”) in the taxable year in which such dividends are paid or in the preceding taxable year. Non-corporate U.S. Holders should consult their own tax advisors to determine whether they are subject to any special rules that limit their ability to be taxed at this favorable rate.

If you are a U.S. Holder, the amount of any cash dividend paid in Pesos will be included in your gross income for U.S. federal income tax purposes in an amount equal to the U.S. Dollar value of the gross amount of the Pesos received (*i.e.*, before deduction of any Mexican withholding tax), calculated by reference to the spot exchange rate in effect on the date the dividend is actually or constructively received by you, regardless of whether the Pesos are in fact converted into U.S. Dollars at that time. If the Pesos received as a dividend are converted into U.S. Dollars on the date of receipt, you generally should not recognize foreign currency gain or loss with respect to such Pesos. If the Pesos received as a dividend are not converted into U.S. Dollars on the date of receipt, you will have a tax basis in the Pesos equal to their U.S. Dollar value on the date of receipt and you will generally recognize foreign currency gain or loss with respect to such Pesos when such Pesos are converted or otherwise disposed of. Any foreign currency gain or loss recognized on a subsequent conversion or other disposition of the Pesos will be treated as U.S. source ordinary income or loss. U.S. Holders should consult their own tax advisors regarding whether any disposition of Pesos giving rise to foreign currency loss constitutes a reportable transaction for U.S. federal income tax purposes.

Dividends received on ordinary shares will be treated, for United States foreign tax credit purposes, as foreign source income. A U.S. Holder may be eligible, subject to a number of complex limitations, to claim a foreign tax credit in respect of any non-United States withholding taxes imposed on dividends received on ordinary shares.

The limitations on foreign taxes eligible for credit is calculated separately with respect to specific classes of income (e.g., foreign source income). For purposes of the U.S. foreign tax credit limitation, foreign source income is separated into different “baskets,” and the credit for foreign taxes on income in any basket is limited to the U.S. federal income tax allocable to such income. Thus, for example, if a U.S. Holder’s federal income tax rate on dividends paid by us is less than the Mexican withholding taxes imposed on such dividends, the U.S. Holder would not be able to use any excess Mexican withholding taxes as a credit against its U.S. federal income tax liability unless the holder is able to use such credit to offset U.S. federal income taxes payable on other foreign source income in the same basket. For these purposes, dividends paid by us generally will constitute “passive category income.” The rules governing foreign tax credits are complex. Therefore, U.S. Holders should consult their own tax advisors regarding the availability of foreign tax credits in their particular circumstances.

Instead of claiming a credit, a U.S. Holders may elect to deduct foreign taxes (including any Mexican taxes) in computing its taxable income, subject to generally applicable limitations. An election to deduct foreign taxes (instead of claiming foreign tax credits) applies to all taxes paid or accrued in the taxable year to foreign countries and possessions of the United States.

Taxation upon sale or other disposition of ordinary shares

Subject to the PFIC rules discussed below, a U.S. Holder generally will recognize capital gain or loss on the sale or other disposition of ordinary shares, which will be long-term capital gain or loss if the U.S. Holder has held such ordinary shares for more than one year. The amount of the U.S. Holder’s gain or loss will generally be equal to the difference between such U.S. Holder’s adjusted tax basis in the ordinary shares sold or otherwise disposed of and the amount realized on the sale or other disposition. Net long-term capital gains of non-corporate U.S. Holders, including individuals, may be eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations. Any gain or loss that a U.S. Holder recognizes generally will be treated as gain or loss from sources within the United States for U.S. foreign tax credit limitation purposes.

If a Mexican tax is withheld on a sale or other disposition of ordinary shares, the amount realized by a U.S. Holder will include the gross proceeds of the sale or other disposition (i.e., before deduction of the Mexican tax). In the case of a gain from the disposition of ordinary shares that is subject to Mexican tax, the U.S. Holder may not be able to claim as a foreign tax credit any Mexican tax paid, against such U.S. Holder’s U.S. federal income tax liability, unless such U.S. Holder elects to treat the gain as foreign source pursuant to Article 24(3) of the Tax Treaty (provided the U.S. Holder is eligible for, and properly elects to claim, the benefits of the Tax Treaty). Instead of claiming a credit, a U.S. Holder may elect to deduct foreign taxes (including any Mexican taxes) in computing its taxable income, subject to generally applicable limitations. An election to deduct foreign taxes (instead of claiming foreign tax credits) applies to all taxes paid or accrued in the taxable year to foreign countries and possessions of the United States. The rules governing foreign tax credits are complex. Therefore, U.S. Holders should consult their own tax advisors regarding the availability of foreign tax credits in their particular circumstances.

Additional tax on net investment income

Subject to certain limitations and exceptions, an additional 3.8% federal income tax may be assessed on net investment income (including dividends, other distributions, and gain realized on the sale of ordinary shares) earned by certain U.S. Holders who are individuals, estates, or trusts. U.S. Holders should consult their own tax advisors regarding the effect, if any, of the net investment tax on their ownership and disposition of ordinary shares.

Passive foreign investment company rules

The Company believes that it was not a PFIC for its 2025 taxable year and does not expect to be a PFIC for its 2026 taxable year or in the foreseeable future based on the market price of our ordinary shares and the composition of our income and assets, including goodwill. However, the application of the PFIC rules is subject to uncertainty in several respects, and therefore, the IRS may assert that, contrary to our belief, we were a PFIC for a taxable year on the past or will be for a taxable year in the future.

A non-U.S. corporation will be a PFIC in any taxable year in which, after taking into account the income and assets of the corporation and certain subsidiaries pursuant to applicable “look-through rules,” either (i) at least 75% of its gross income for a taxable year is “passive income” or (ii) at least 50% of the average value of its assets (based on an average of the quarterly value of the assets during such year) is attributable to assets, including cash, which produce passive income or are held for the production of passive income. However, because PFIC status depends upon the composition of the Company’s income and assets and the market value of its assets (including, among others, less than 25% owned equity investments) from time to time, there can be no assurance that the Company will not be considered a PFIC for any taxable year.

If the Company were a PFIC for any taxable year during which a U.S. Holder held ordinary shares, unless the U.S. Holder makes a mark-to-market election as discussed below, gain recognized by a U.S. Holder on a sale or other disposition of an ordinary shares would be allocated ratably over the U.S. Holder’s holding period for the ordinary shares. The amounts allocated to the taxable year of the sale or other disposition and to any year before the Company became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, and an interest charge at the rates generally applicable to underpayments of tax payable in those years would be imposed on the resulting tax liability. The same treatment would apply to any distribution in respect of ordinary shares to the extent such distribution exceeds 125% of the average of the annual distributions on ordinary shares received by the U.S. Holder during the preceding three years or the U.S. Holder’s holding period, whichever is shorter. Certain elections may be available that would result in alternative treatments (such as mark-to-market treatment) of the ordinary shares.

In addition, if the Company were treated as a PFIC in a taxable year in which it pays a dividend or in the prior taxable year, the reduced rate discussed above with respect to dividends paid to certain non-corporate U.S. Holders would not apply.

In certain circumstances, instead of being subject to the excess distribution rules discussed above, a U.S. Holder may make an election to include gain on the ordinary shares of a PFIC as ordinary income under a mark-to-market method, provided that the ordinary shares are regularly traded on a qualified exchange. Under current law, the mark-to-market election is only available for ordinary shares that are regularly traded within the meaning of U.S. Treasury regulations on certain designated U.S. exchanges and foreign exchanges that meet trading, listing, financial disclosure and other requirements to be treated as a qualified exchange under applicable U.S. Treasury regulations. The NYSE is a qualified exchange, and therefore the mark-to-market election should be available for U.S. Holders of our ordinary shares.

If a U.S. Holder makes a mark-to-market election, the U.S. Holder will include each year as ordinary income, rather than capital gain, the excess, if any, of the fair market value of the U.S. Holder’s ordinary shares at the end of the taxable year over such U.S. Holder’s adjusted basis in the ordinary shares and will be permitted an ordinary loss in respect of the excess, if any, of the adjusted basis of these ordinary shares over their fair market value at the end of the taxable year, but only to the extent of the net amount previously included in income as a result of the mark-to-market election. A U.S. Holder’s basis in the ordinary shares will be adjusted to reflect any such income or loss amounts. Any gain or loss on the sale of the ordinary shares will be ordinary income or loss, except that this loss will be ordinary loss only to the extent of the previously included net mark-to-market gain.

If we are a PFIC and we have any direct, and in certain circumstances, indirect subsidiaries that are PFICs (each a “Subsidiary PFIC”), a U.S. Holder will be treated as owning its pro rata share of the stock of each such Subsidiary PFIC and will be subject to the PFIC rules with respect to each such Subsidiary PFIC. A U.S. Holder may not make a mark-to-market election with respect to the shares of any Subsidiary PFIC. Thus, the mark-to-market election is not available to mitigate the adverse tax consequences attributable to any Subsidiary PFIC.

If a non-U.S. corporation is a PFIC, a holder of shares in that corporation may avoid taxation under the PFIC rules described above regarding excess distributions and recognized gains by making a “qualified electing fund” election to include in income its share of the corporation’s income on a current basis. However, you may make a qualified election fund election with respect to our ordinary shares only if we agree to furnish you annually with certain tax information. And we currently do not intend to prepare or provide such information.

A U.S. Holder who owns, or is treated as owning, PFIC stock during any taxable year in which the Company is a PFIC would generally be required to file IRS Form 8621 annually. U.S. Holders should consult their tax advisors regarding the requirement to file IRS Form 8621 and the potential application of the PFIC regime.

Information reporting and backup withholding

Under U.S. federal income tax law and the Treasury regulations, certain categories of U.S. Holders must file information returns with respect to their investment in, or involvement in, a foreign corporation. For example, U.S. Holders that hold certain specified foreign financial assets in excess of U.S.\$50,000 on the last day of the taxable year or US\$ 75,000 at any time during the taxable year are generally subject to U.S. return disclosure obligations (and related penalties). The definition of specified foreign financial assets includes not only financial accounts maintained in foreign financial institutions, but also, unless held in accounts maintained by a financial institution, any stock or security issued by a non-U.S. person, any financial instrument or contract held for investment that has an issuer or counterparty other than a U.S. person and any interest in a foreign entity. U. S. Holders may be subject to these reporting requirements unless their ordinary shares are held in an account at a domestic financial institution. Penalties for failure to file certain of these information returns are substantial.

Payments of dividends and sales proceeds with respect to ordinary shares by a U.S. paying agent or other U.S. intermediary will be reported to the IRS and to the U.S. Holder as may be required under applicable regulations. Backup withholding may apply to these payments if the U.S. Holder fails to provide a correct taxpayer identification number or certification that it is not subject to backup withholding. Certain U.S. Holders are not subject to backup withholding. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's U.S. federal income tax liability and may entitle such U.S. Holder to a refund, provided that the required information is timely furnished to the Internal Revenue Service.

U.S. Holders should consult their tax advisors about these rules and any other reporting obligations that may apply to the ownership or disposition of ordinary shares, including requirements related to the holding of certain foreign financial assets.

Material Mexico Income Tax Considerations

The following is a summary of the material Mexican federal income tax consequences to U.S. holders and other non-Mexican holders of the purchase, ownership and disposition of our shares. The summary of Mexican tax considerations does not purport to be a comprehensive description of all the Mexican tax considerations that may be relevant to a decision to purchase, own or dispose of shares and does not address all of the Mexican tax consequences that may be applicable to specific holders of the shares (including a holder that controls the Company, an investor that holds 10% or more of shares by vote or value or holders that constitute a group of persons for purposes of Mexican law that controls the Company or that holds 10% or more of the shares by vote or value, or a holder that is a resident of Mexico or that is a corporation resident in a tax haven (as defined in the Mexican Income Tax Law)). In addition, the summary does not address any U.S. or Mexican state or local tax considerations that may be relevant to a U.S. holder or to other non-Mexican holders.

The summary is based upon the federal income tax laws of the United Mexican States (hereinafter "Mexico") as in effect on the date of this annual report on Form 20-F, including the provisions of The Convention between the Government of the United States of America and the Government of the United Mexican States for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income, together with related Protocols and Competent Authority Agreements (hereinafter "U.S.-Mexico Tax Treaty"), all of which are subject to change, possibly with retroactive effect. Prospective investors in our shares should consult their own tax advisors as to the U.S., Mexican or other tax consequences of the purchase, ownership and disposition of shares, including, in particular, the effect of any foreign, state or local tax laws and their entitlement to the benefits, if any, afforded by the U.S.-Mexico Tax Treaty.

For purposes of this summary, the term "non-Mexican holder" shall mean a holder that is not a resident of Mexico for federal tax purposes and that does not have a permanent establishment or fixed base in Mexico.

For purposes of Mexican taxation, the definition of residency is highly technical and residency results in several situations. Generally, an individual is a resident of Mexico if he or she has established his or her home in Mexico, an individual who has a home in Mexico and another country will be considered to be a resident of Mexico if he or she has his or her center of vital interest in Mexico. A legal entity is a resident if it has established its principal administration of its business or its place of effective management in Mexico. However, any determination of residence should take into account the particular situation of each person or legal entity. If a legal entity or an individual is deemed to have a permanent establishment in Mexico for Mexican tax purposes, all income attributable to that permanent establishment will be subject to Mexican income taxes, in accordance with applicable tax laws.

Taxation of Dividends

Under the Mexican Income Tax Law, dividends paid to individuals that are Mexican residents, or to any non-Mexican holders are subject to a 10.0% withholding tax if paid from earnings generated during and after 2014 but are not subject to Mexican withholding tax if paid from earnings generated before 2014. Non-Mexican holders may be subject to withholding tax at reduced rates or exempt if they are eligible for benefits under an applicable tax treaty with Mexico. U.S. holders that are eligible to claim the benefits of the U.S.-Mexico Tax Treaty may be exempt or subject to a lower withholding tax rate on dividends when they meet the corresponding requirements and are qualified to apply such benefits.

Taxation of Dispositions of Shares

Subject to Mexican Income Tax Law, any gain on the sale of our shares by any non-Mexican holders is subject to a 10.0% withholding tax in Mexico on the net gain from the sale if the transaction is carried out through the Mexican Stock Exchange. These taxes are paid through withholdings made by the financial intermediary. However, if the transaction is carried out through the Mexican Stock Exchange or other recognized securities market as determined by Mexican tax authorities, these withholdings will not be applicable to a non-resident holder that demonstrates (before the relevant financial intermediary) residence in a country with which Mexico holds a tax treaty to avoid double taxation. The non-Mexican holder must provide the financial intermediary with a signed document stating that the non-Mexican holder is a foreign resident and that their country of residence has a tax treaty to avoid double taxation with Mexico and provide their Tax ID.

Subject to Mexican Income Tax Law, the sale or transfer of shares outside of the Mexican Stock Exchange or other recognized securities market as determined by Mexican tax authorities, made by non-Mexican holders will give rise to a 25.0% Mexican withholding tax on the gross proceeds realized from the transaction. Subject to certain exceptions and requirements, a non-Mexican holder may elect to pay taxes on the gains realized from the sale of shares on a net basis at a rate of 35.0%. U.S. holders that are eligible to claim the benefits of the U.S.-Mexico Tax Treaty, may be exempt on the gains realized from the sale of our shares if they meet the corresponding requirements and are qualified to apply such benefits when such U.S. holder did not own, directly or indirectly, 25.0% or more of our outstanding shares during the 12-month period preceding such sale or disposition and the gains are not attributable to a permanent establishment in Mexico. U.S. holders should consult their own tax advisors as to their possible eligibility under the U.S.-Mexico Tax Treaty. Non-U.S. holders should consult their own tax advisors as to their possible eligibility to tax benefits under other treaties to avoid double taxation.

Other Mexican Taxes

There are no Mexican inheritance, gift, succession or value-added taxes applicable to the ownership, transfer or disposition of the Shares by non-Mexican holders; provided, however, that gratuitous transfers of shares may in certain circumstances cause a Mexican federal tax to be imposed upon the recipient. There are no Mexican stamp, issue, registration or similar taxes or duties payable by non-Mexican holders of shares.

F. DIVIDENDS AND PAYING AGENTS.

Not applicable.

G. STATEMENT BY EXPERTS

Not applicable.

H. DOCUMENTS ON DISPLAY

We make our filings in electronic form under the EDGAR filing system of the SEC. Our filings are available through the EDGAR system at www.sec.gov. Our filings are also available to the public through the Internet at our website at <https://investors.betterware.com.mx/>. Such filings and other information on our website are not incorporated by reference in this annual report. Interested parties may request a copy of this filing, and any other report, at no cost, by writing to the following email address: ir@better.com.mx.

I. SUBSIDIARY INFORMATION

Not applicable.

J. ANNUAL REPORT TO SECURITY HOLDERS

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES REGARDING MARKET RISK

We are exposed to market risks arising from our normal business activities, which mainly consists of exchange rate risk and interest rate risk. These market risks principally involve the possibility that fluctuations in exchange rates and interest rates will adversely affect the value of our financial assets and liabilities, or future cash flows and earnings. Market risk is the potential loss arising from adverse changes in market rates and prices. The Company uses derivatives and other financial instruments to manage the impact of such market risks on its financial assets and liabilities or future cash flows and earnings, not for speculative purposes.

Market risk

Our activities expose it primarily to the financial risks of changes in exchange rates and interest rates (see below). We entered into a variety of derivative financial instruments to manage its exposure to interest rate and foreign currency risk, including:

- In order to reduce the risks related to fluctuations in the exchange rate of foreign currency, we use derivative financial instruments such as forwards to adjust exposures resulting from foreign exchange currency.
- The Group's practices vary from time to time depending on judgments about the level of risk, expectations of change in the movements of interest rates derived from the credit lines and bond issuance used.

	December 31, 2025	December 31, 2024	December 31, 2023
	Debt and borrowing	Debt and borrowings	Debt and borrowings
Fair value. ⁽¹⁾	Ps. 4,102,858	4,784,754	5,145,691

(1) The fair value of the long term bond in 2025, 2024 and 2023, was calculated based on level 1 of the value hierarchy, since its price is quoted in an active market on that date, meanwhile the fair value of borrowings for the same years was calculated based on level 2 of the fair value, using the discounted cash flow method and the Interbank Equilibrium Interest Rate ("TIIE", for its acronym in Spanish), adjusted for credit risk, and used to discount future cash flows.

Exchange risk management

We undertake transactions denominated in foreign currencies, mainly U.S. dollars; consequently, exposures to exchange rate fluctuations arise. Exchange rate exposures are managed within approved policy parameters as follows:

- a) Assets
 - (i). Banks in foreign currency of the Group.
 - (ii) Accounts receivable from related parties of the Group.
- b) Liabilities
 - i. BWM uses currency forwards and options to purchase inventory
 - ii. Jafra México purchases raw materials.

Our carrying amounts of U.S. dollars and Euro (“€”) denominated financial assets and financial liabilities at the reporting date are as follows:

	December 31, 2025		December 31, 2024		December 31, 2023		
	US\$	€\$	US\$	€\$	US\$	€\$	Rp\$
Financial assets	20,850	82	14,907	52	13,324	2	
Financial liabilities	(36,252)	(71)	(41,658)	(129)	(35,186)	(43)	
Net position	(15,402)	11	(26,751)	(77)	(21,862)	(41)	
Closing exchange rate of the year	17.9667	21.1469	20.2683	21.5241	16.8935	18.6896	

We carry out transactions denominated in foreign currencies, mainly in US dollars. Our home organization segment’s primary exposure to currency fluctuations arises from the highly probable purchases of USD-denominated inventory. To manage this risk, we use forwards and exchange rate options, and beginning in February 2025, certain instruments were designated as cash flow hedges under IFRS 9.

Instruments used to manage currency risk:

Hedged relationship	Instrument	Hedging type	Hedged item	Hedged risk	Notional (US\$ thousands)	Book value Asset/(liability) Ps.	Maturity	Hedge ratio	Main sources of ineffectiveness
Forecasted Inventory Purchase in USD	Forwards USD/MXN	Cash flow hedge	Highly probable forecasted purchases of inventory	Exchange rate variability USD/MXN	27,120	(24,284)	Weekly, until May 2026	1 to 1	Differences between notional hedged and real volume, time of occurrence of the hedged item, credit risk, time value treatment
Forecasted Inventory Purchase in USD	Options USD/MXN	Cash flow hedge	Highly probable forecasted purchases of inventory	Exchange rate variability USD/MXN	5,000	(1,954)	Weekly, until May 2026	1 to 1	Differences between notional hedged and real volume, time of occurrence of the hedged item, credit risk, time value treatment

The effectiveness of hedging relationships is evaluated based on formal documentation prepared at the beginning of each relationship and updated during the year. The main sources of ineffectiveness identified by Management include differences between the notional amount of the hedging instrument and the actual volume of the hedged item, the timing of the hedged item and the credit risk of the counterparties.

Exchange rate sensitivity analysis

We are mainly exposed to variations in the Mexican Peso / the U.S. Dollar exchange rate. For sensitivity analysis purposes, we have determined a 10% increase and decrease in Ps. currency units against the U.S. dollar (“relevant currency”). A 10% is the sensitivity rate used when reporting foreign currency risk internally to key management personnel and represents management’s assessment of the reasonably possible change in foreign exchange rates. The sensitivity analysis includes only outstanding foreign currency denominated financial assets/liabilities and adjusts their translation at the year-end for a 10% change in foreign currency rates. A positive number below indicates an increase in profit where currency units strengthen 10% against the relevant currency. For a 10% weakening of currency units against the relevant currency, there would be a comparable impact on the net income, and the balances below would be negative.

	December 31, 2025	December 31, 2024	December 31, 2023
Impact on net income	US\$ 27,649	US\$ 54,385	US\$ 37,009

Foreign exchange forward and options contracts

We enter into foreign exchange forward and options contracts to manage the foreign currency risk associated with anticipated purchase transactions up to 12 months.

See Note 18 to our Audited Consolidated Financial Statements for details on foreign currency forward contracts outstanding at the end of the reporting period. Foreign currency forward contract assets and liabilities are disclosed in the line item 'Derivative financial instruments' within the consolidated statement of financial position.

We have entered into contracts to purchase raw materials from suppliers in China, with such purchases denominated in U.S. dollars. We have entered into foreign exchange forward contracts to hedge the exchange rate risk arising from future payments in US dollars.

Interest rate risk management

We are exposed to interest rate risk from borrowings at variable interest rates (59% of long-term debt uses variable rates and 41% uses fixed rates). We manage the risk by maintaining an appropriate balance between fixed and variable rate borrowings.

Our exposures to interest rates on financial liabilities are detailed in the section of liquidity risk management in our Audited Consolidated Financial Statements. (See Note 20 — "Liquidity risk management" to the Audited Consolidated Financial Statements.)

Credit risk management

Our credit risk arises mainly from cash and cash equivalents, derivative financial instruments with favorable positions, and trade accounts receivable.

Regarding cash and cash equivalents and derivative financial instruments with a favorable position, we operate only with financial institutions of recognized solvency, which is why we consider the risk of non-compliance of these counterparties to be low.

For the commercial accounts receivable, our exposure to credit risk concentration is not significant as no customer represents more than 10% of sales and receivables. Our concentration of credit risk is limited due to the fact that the customer base is large and unrelated, spread across diverse geographical areas. Credit policy has been implemented for each customer establishing purchase limits. Customers who do not satisfy the credit references set out by us, can only carry out transactions with the Group through prepayment.

See Note 6 in our Audited Consolidated Financial Statements, for further details on trade account receivables and the expected credit loss estimate.

Collateral held as security and other credit enhancements

We do not hold any collateral or other credit enhancements to cover its credit risks associated with its financial assets.

Our exposure to credit risk

Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in a financial loss/gain to us. As of December 31, 2025, our maximum exposure to credit risk without taking into account any collateral held or other credit enhancements, which will cause a financial loss to us due to failure to discharge an obligation by the counterparties, arises from the carrying amount of the respective recognized financial assets as stated in our consolidated statement of financial position.

For trade receivables, we have applied the simplified approach to measure the loss allowance at lifetime ECL. We determine the expected credit losses on these items by using a provision matrix, estimated based on historical credit loss experience based on the past due status of the debtors, determined by the last 3 years plus the current period, adjusted as appropriate to reflect current conditions and estimates of future economic conditions. Accordingly, the credit risk profile of these assets is presented based on their past due status in terms of the provision matrix.

Our Note 6 in our Audited Consolidated Financial Statements includes further details on the loss allowance for these assets.

Liquidity risk management

The ultimate responsibility for liquidity risk management rests with the board of directors, which has established an appropriate liquidity risk management framework for management of our short, medium and long-term funding and liquidity management requirements. We manage liquidity risk by maintaining adequate reserves, banking facilities, and reserve borrowing facilities, by continuously monitoring the forecast and actual cash flows, and by matching the maturity profiles of financial assets and liabilities. Details of additional undrawn facilities that we have at our disposal to further reduce liquidity risk are set out below.

Our financing agreements with suppliers that are mentioned in Note 14 — “Accounts payable to suppliers” to the Audited Consolidated Financial Statements are made to seek efficiency in the payment to suppliers, and we have concentrated Ps.756,623 Ps. 848,192 and Ps. 957,576, for the years 2025, 2024 and 2023, respectively, of accounts payable to suppliers of the Group with 5 local banks (Banamex, BBVA, HSBC, Santander y Sabadell) rather than with a diverse group of suppliers, allowing for better payment planning. Our Management has assessed that we do not rely on extended payment terms and suppliers generally have not become accustomed to or do not rely on advance payment under the financing agreement. If the financial institutions were to withdraw the agreement, such withdrawal would not affect our ability to settle liabilities when due.

Liquidity maturity analysis

We manage our liquidity risk by maintaining adequate reserves of cash and bank credit lines available and consistently monitoring its projected and actual cash flows. The maturity analysis of lease liabilities and long-term debt maturities effectives in 2025, 2024 and 2023 are presented in Note 13 and 15, respectively in our Audited Consolidated Financial Statements. We have access to financing facilities as described below.

Bank credit lines and long-term debt	2025	2024	2023
Amount used	Ps. 4,054,474	4,771,474	5,063,974
Amount not used	982,000	1,180,000	1,980,000
Total credit lines and long-term debt	Ps. 5,036,474	5,951,474	7,043,974

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. DEBT SECURITIES

Not applicable.

B. WARRANTS AND RIGHTS

Not applicable.

C. OTHER SECURITIES

Not applicable.

D. AMERICAN DEPOSITARY SHARES

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

None.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not applicable.

ITEM 15. CONTROLS AND PROCEDURES

A. DISCLOSURE CONTROLS AND PROCEDURES

Our Chief Executive Officer (CEO) and Chief Corporate Financial Officer (CCFO) are responsible for implementing disclosure controls and procedures to ensure that the information required to be disclosed by the Group in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms. Such information is necessary for our officers who certify our financial reports and for other members of senior management and the CEO and CCFO as appropriate to allow timely decisions regarding required disclosure. Because of these inherent limitations, our disclosure controls and procedures may not prevent or detect misstatements. Additionally, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

The CEO and CCFO oversee and review all materials for which there is a disclosure requirement, together with all data required to support the documents mentioned above. These executives meet at regular intervals in order to review all data. Our CEO and CCFO conducted an evaluation of the effectiveness of our disclosure controls and procedures (pursuant to Rule 13a-15(e) under the Exchange Act) as of December 31, 2025. Based on that evaluation, our CEO and CCFO have concluded that the Company's disclosure controls and procedures were not effective as of December 31, 2025, due to the existence of material weaknesses in our internal controls over financial reporting.

See Exhibits 12.1 and 12.2 for the certifications required by this Item.

B. MANAGEMENT'S ANNUAL REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Betterware's management is responsible for establishing and maintaining adequate internal control over financial reporting for Betterware as defined in Exchange Act Rule 13a-15(f) and 15d-15(f). Our internal control over financial reporting was designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board. Internal control over financial reporting includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Betterware;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS and that receipts and expenditures of Betterware are being made only in accordance with authorizations of Management and directors of Betterware; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of Betterware's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements due to the possibility that a control can be circumvented or overridden or that misstatements due to error or fraud may occur that are not detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that a reasonable possibility exists that a material misstatement of our annual or interim financial statements would not be prevented or detected on a timely basis.

As of December 31, 2025, our management assessed the effectiveness of our internal control over financial reporting based on the criteria of Internal Control - Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013.

Our assessment concluded the following material weaknesses.

The Company did not design and maintain an effective control environment, risk assessment process, and monitoring activities at a precise enough level to identify and timely assess new and evolving risks of material misstatement in the Company's consolidated financial statements. Specifically, there was a lack of controls to address (a) significant changes in the business, (b) the experience and training of personnel, (c) sufficient oversight of the design and effectiveness of the internal control over financial reporting, and (d) the monitoring that the components of the Company's internal controls are present and functioning. These material weaknesses contributed to the following additional material weaknesses:

- (i) the effectiveness of the controls over business combination process. Specifically, the Company did not design and maintain controls to determine the goodwill and long-lived assets at acquisition and its ongoing impairment assessment, including controls over the review of the data and assumptions used to determine the fair value of the assets and liabilities and the recoverable amount;
- (ii) the effectiveness of the controls over substantially all accounts and disclosures in the period-end financial reporting and consolidation process. Specifically, the Company did not design and maintain formal accounting policies, procedures and controls to ensure complete, accurate and timely reporting in the consolidated financial statements; and
- (iii) the effectiveness of information technology ("IT") general controls for information systems that are relevant to the preparation of the Company's consolidated financial statements, including control over change management, user access, computer operations and program development.

These material weaknesses resulted in audit adjustments to the consolidated financial statements for the year ended December 31, 2025, which were identified and recorded prior to their issuance and also in the revision of certain information previously disclosed in the consolidated financial statements for the year ended December 31, 2024. Additionally, these material weaknesses could result in further misstatements of substantially all account balances or disclosures that would result in a material misstatement to the annual or interim consolidated financial statements that would not be prevented or detected.

We are in the process of implementing several measures to strengthen our internal control over financial reporting such as the deployment of IT applications to enable and automate the consolidation, creation and updating of policies and procedures for internal control reporting, creation of an internal control area which shall be responsible of monitoring the internal control, and IT General Control process as implementation of new tools for managing IT system changes such as ITSM.

Notwithstanding the material weaknesses in our internal control over financial reporting, we have concluded that the Consolidated Financial Statements included in this annual report present fairly, in all material respects, our financial position, results of operations and cash flows for the periods presented in conformity with IFRS.

We are actively implementing several measures designed to remediate these material weaknesses, including deploying advanced IT applications for financial consolidation, standardizing accounting policies and procedures, and enhancing our internal control oversight through dedicated governance structures and increased involvement from our Audit Committee. Additionally, we have engaged external advisory experts to strengthen key control areas, mainly IT General Controls.

In 2026, we will execute a comprehensive rollout of the COSO framework, placing particular emphasis on enhancing our Risk Assessment, Control Activities, and Monitoring processes to ensure a sustainable and effective internal control environment.

Although significant progress has been made, not all remediation efforts have been fully completed as of December 31, 2025. Management has established clear timelines, anticipating substantial advancement in remediation during 2026, and expects these actions will fully address the identified material weaknesses by year-end. In the interim, management continues performing supplemental manual controls and additional monitoring activities to ensure accurate financial reporting.

Management conducted an evaluation of the effectiveness of Betterware's internal control over financial reporting based on the framework in Internal Control – Integrated Framework 2013 issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO 2013"). Based on its evaluation, Management concluded that Betterware's internal control over financial reporting was not effective as of December 31, 2025.

C. ATTESTATION REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM ON INTERNAL CONTROLS

PricewaterhouseCoopers, S.C., the Company's independent registered public accounting firm, has audited the effectiveness of the Company's internal controls over financial reporting as of December 31, 2025, as stated in their report which appears in "*Item 18. Financial Statements.*"

D. CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

During 2025, we implemented certain changes in our internal control over financial reporting to address our material weaknesses identified in 2024, 2023 and 2022, which include:

- Completed the design and initial implementation of an Internal Control over Financial Reporting (ICFR) program, aligned with recognized control frameworks such as COSO and COBIT.

Our ICFR program emphasizes the identification, documentation, and testing of the controls intended to mitigate the risk of material financial statement misstatements and is the basis to assess the effectiveness of our ICFR as of the end of each fiscal year.

- Documented key controls, clearly defining how transactions are initiated, authorized, recorded, processed, corrected as necessary, transferred to the general ledger and finally reported in our consolidated financial statements;
- Finalized the implementation of the controls intended to mitigate risks on areas of higher risk to financial reporting.
- Established a remediation plan, clearly identifying existing deficiencies, defining required controls and setting concrete timelines for complete implementation and validation.

Despite these improvements, we acknowledge that certain material weaknesses in our ICFR have not yet been fully remediated. We remain committed to ongoing enhancements to achieve the required maturity level and eliminate these material weaknesses.

ITEM 16. Reserved

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

See “Directors, Senior Management and Employees—Board Practices—Board Committees—Audit Committee.” Our Board of Directors has determined that Federico Clariond qualifies as an “audit committee financial expert” under applicable SEC rules.

ITEM 16B. CODE OF ETHICS

We have a Code of Ethics that applies to all directors, officers and employees of the Group, including our Chief Executive Officers, Chief Financial Officers, principal accounting officers, controller and persons performing similar functions. Our Code of Ethics is included as an exhibit to this annual report on Form 20-F.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Fees Paid to the Company’s Principal Accountant

The following table sets forth the fees for the years 2025 and 2024, respectively:

	For the Year Ended		
	December 31, 2025	December 31, 2024	December 31, 2023
	(in thousands of Ps.)		
Audit fees	31,790	27,401	23,275
Other fees	790	995	2,239
Total	32,580	28,396	25,514

Audit Fees

Audit fees were paid for professional services rendered by the auditors for the audit of the Consolidated Financial Statements and the statutory financial statements of the Group.

Audit-Related Fees

Audit-related fees are typically services that are reasonably related to the performance of the audit or review of the Consolidated Financial Statements and are not reported under the audit fee item above. This item includes fees for attestation services on financial information of the Group included in the Group’s registration statements on Form F-1 and Form F-4 as well as its listing process in Bolsa Mexicana de Valores (“BMV”) in 2023.

Other Fees

Other fees were paid for transfer pricing services and social security compliance.

Audit Committee’s Pre-approval Policies and Procedures

The Group’s audit committee is responsible for, among other things, the oversight of the Group’s independent auditors. The audit committee has adopted a policy of pre-approval of audit and permissible non-audit services provided by its independent auditors in its charter.

Under the policy, the audit committee makes its recommendations through the Board of Directors to the shareholders’ meeting concerning the continuing appointment or termination of the Group’s independent auditors. On a yearly basis, the audit committee reviews together with management and the independent auditor, the audit plan, audit related services and other non-audit services and approves the related fees. Any changes to the approved fees must be reviewed and approved by the audit committee. In addition, the audit committee delegated to its Chairman the authority to consider and approve, on behalf of the Audit Committee, additional non-audit services that were not recognized at the time of engagement, which must be reported to the other members of the audit committee at its next meeting. No services outside the scope of the audit committee’s approval can be undertaken by the independent auditor.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

None.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

As a Mexican company listed on the NYSE, we are subject to the NYSE corporate governance listing standards. However, the NYSE rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in Mexico, which is our home country, may differ significantly from the NYSE corporate governance listing standards. Currently, we rely on home country practice. As a result, our shareholders could be subject to less protection than they would otherwise enjoy under the NYSE corporate governance listing standards applicable to U.S. domestic issuers.

A foreign private issuer must disclose in its annual reports filed with the SEC each NYSE requirement with which it does not comply followed by a description of its applicable home country practice. As a Mexican corporation listed on the NYSE, the Company is permitted to follow our home country practice with respect to the composition of the board of directors and nominations committee and executive sessions. Unlike the requirements of the NYSE, the corporate governance practices and requirements in Mexico do not require the Company to (i) have a majority of its board of directors to be independent, (ii) establish a nominations committee or a compensation committee, and (iii) hold regular executive sessions where only independent directors shall be present. Such home country practices of Mexico may afford less protection to holders of Company shares than under U.S. standards.

See "Risk Factors—As a "foreign private issuer" under the rules and regulations of the SEC, Betterware is permitted to, and is expected to, file less or different information with the SEC than a company incorporated in the United States or otherwise subject to these rules and is expected to follow certain home country corporate governance practices in lieu of certain NYSE requirements applicable to U.S. issuers."

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

ITEM 16J. INSIDER TRADING POLICIES

Our board of directors has adopted an Insider Trading Policy that governs the purchase, sale, and other dispositions of our securities by directors, senior management, and employees that is reasonably designed to promote compliance with applicable insider trading laws, rules and regulations, and any listing standards applicable to us. A copy of the Company's Insider Trading Policy is filed as Exhibit 11.1 to this Annual Report.

ITEM 16K. CYBERSECURITY

We have built and continue to evolve processes for assessing, identifying, and managing material risks from cybersecurity threats. We have embedded the oversight and management of cybersecurity risk within our enterprise risk management framework to help drive a company-wide culture of cybersecurity risk management, and we have established policies and procedures as well as a reporting line of governance that guide our cybersecurity risk management program.

We maintain a cybersecurity infrastructure to safeguard our operations, networks and data through comprehensive security measures including our technology tools, internal management and external service providers. Our processes for assessing, identifying and managing material risks from cybersecurity threats are integrated into our risk management framework. We use a variety of tools and processes to collect relevant data and identify, monitor, assess and manage material cybersecurity risks. The Group has adequate management of security incidents, a strategy for dealing with and governing cybersecurity risks through the following elements:

- **Corporate Information Security Policy.** Our corporate information security policy addresses the information technology mechanisms, domains and services that protect the Group's information assets. Our Information Security Committee is responsible for carrying out the activities set forth in our corporate information policy and this committee is involved in all actions, decisions and updates on the group's security information (events, incidents, training, tools, etc.). The Information Security Committee prepares a report that is presented to the Audit Committee.
- Two procedures are implemented for the timely attention of incidents and IT risks:
 - Ø **Procedure for Information Security Incident Management:** This procedure provides the necessary guidelines to ensure adequate security incident management to address any type of service interruption: recording, categorizing, prioritizing, controlling, resolving, and closing all security incidents within the IT services that are provided or managed by the Group.
 - Ø **Procedure for Technology Risk Assessment:** This procedure provides the necessary guidelines for the implementation of controls based on Risk Determination and Evaluation. These controls allow the Group to mitigate, avoid, transfer or accept the risks. These activities reduce the attack surface of all Information Technology assets that are provided or managed by the group determining a residual risk as part of the process improvement. This information is obtained by measuring the controls implemented compared to the current risk level.

Our Corporate Chief Information Officer, Mauricio Alvarez ("CIO") is also responsible for assessing, identifying, and managing the risks from cybersecurity threats. Our CIO has significant experience in information technology and many of our information technology team members hold qualifications in technology security positions. Our CIO, together with our security team members, reviews emerging threats, controls, and procedures as part of assessing, identifying, and managing risks. Risks identified by our cybersecurity program are analyzed to determine the potential impact on us and the likelihood of occurrence. Such risks are continuously monitored to ensure that the circumstances and severity of such risks have not changed.

The team in charge of the Group's Cybersecurity is made up of:

- **Mauricio Alvarez** joined Betterware as CIO in August 2020 and is responsible for information technology spanning applications, data, cybersecurity and infrastructure, all a vital part of nearly every aspect of our customer and service experience. Mauricio joined Betterware from multinational customer experience companies including Atento where he was Chief Information Officer for the U.S., Mexico, and Central America. Before Atento, Mauricio co-founded Flip Technologies, a SaaS provider for nonprofit organizations and held various IT & Innovation leadership roles of increasing responsibility at The Coca-Cola Company globally. Mauricio holds a bachelor's degree in computer systems from the Universidad Iberoamericana in Mexico City.
- **Nuxi Pérez**, joined Betterware in December 2021 and is the Director of Infrastructure and Technical Support. He has more than 16 years of progressive experience in infrastructure, telecommunications, and cybersecurity, a bachelor's degree in computer systems engineering from ESIME - IPN in Mexico City, a degree in strategic cybersecurity from the AMEST academy and ITIL certification.

- **Carlos Soto**, joined Betterware in May 2025 to further strengthen our cybersecurity management team. Carlos has over 15 years of experience in protecting and safeguarding critical technology and data assets for large enterprises and is a Certified Ethical Hacker (CEH) as well as a Certified Information Systems Auditor (CISA).

We provide cybersecurity awareness training to our employees which is designed to provide guidance for identifying and reporting cybersecurity risks and to promote familiarity with our cybersecurity policies. We also use internal communications to promote awareness and conduct phishing exercises and provide training to employees. In addition, we engage independent third parties on an as-needed basis to assess our cybersecurity capabilities. The results of these assessments are shared with our Information Security Committee.

Our board of directors oversees management's approach to managing cybersecurity risks as part of its risk management oversight. Our board of directors holds periodic discussions with management regarding our guidelines and policies with respect to cybersecurity risks and receives regular reports from the CIO regarding such risks and the steps management has taken to monitor and control any exposure resulting from such risks.

During 2025, we experienced a number of phishing attacks where some users executed links or attachments. These activities were mitigated in a timely manner. None of these incidents has significantly affected, nor is it reasonably likely to significantly affect, the Group or our business strategy, operating results, or financial condition.

Third-party vendor agreements include confidentiality obligations and specify data elements that the third party has access to, how the third party protects the data, and procedures for the return or destruction of protected data. The vendors/third parties also must report all cybersecurity incidents immediately to the Company's responsible functional manager and to the Director of Information Technology. All relevant third parties are required to provide a SOC 1 Type II report which is monitored and reviewed by the Company. We evaluate any potential risks or deviations communicated within these reports.

However, we cannot guarantee any future events will not affect our operations or customers. We are constantly seeking to improve and strengthen our security strategy by aligning it with Security Frameworks and Best Practices such as NIST CSF and ISO 27000.

PART III

ITEM 17. FINANCIAL STATEMENTS

The Group has responded to Item 18 in lieu of responding to this item.

ITEM 18. FINANCIAL STATEMENTS

(a) **Financial Statements**

Betterware de México, S.A.P.I. de C.V.

Audited Consolidated and Combined Financial Statements

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ITEM 19. EXHIBITS

(b) List of Exhibits

The following exhibits are filed or incorporated by reference as part of this annual report:

Exhibit Number	Description
1.1	Articles of Association of Betterware de México, S.A.P.I. de C.V.*
2.1	Description of Securities**
8.1	List of Subsidiaries.**
10.1	Stock Purchase Agreement among Tupperware Services México, S. DE R.L. DE C.V., Betterware de México, S.A.P.I. DE C.V., and other parties thereto, dated January 19, 2026.
10.2	Form of Exclusive License Agreement between Party IP Holdings LLC and Betterware de México, S.A.P.I. DE C.V.
10.3	Form of Molds Purchase Agreement between Dart, S.A. de C.V. and Party IP Holdings LLC.
11.1	English Translation of the Company's Code of Ethics.***
11.2	Insider Trading Policy***
12.1	Certification of Andres Campos, Chief Executive Officer of Betterware de México, S.A.P.I. de C.V., pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
12.2	Certification of Raul Luis Del Villar Zanella, Corporate Chief Financial Officer of Betterware de México, S.A.P.I. de C.V., pursuant to Section 302 of the Sarbanes Oxley Act of 2002.
13.1	Certification of Andres Campos, Chief Executive Officer of Betterware de México, S.A.P.I. de C.V., pursuant to Section 906 of the Sarbanes Oxley Act of 2002.
13.2	Certification of Raul Luis Del Villar Zanella, Corporate Chief Financial Officer of Betterware de México, S.A.P.I. de C.V., pursuant to Section 906 of the Sarbanes Oxley Act of 2002.
97.1	Policy for the Recovery of Erroneously Awarded Compensation**
101.INS	INLINE XBRL Instance Document
101.SCH	INLINE XBRL Taxonomy Extension Schema
101.CAL	INLINE XBRL Taxonomy Calculation Linkbase
101.DEF	INLINE XBRL Definition Linkbase Document
101.LAB	INLINE XBRL Taxonomy Label Linkbase
101.PRE	INLINE XBRL Definition Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Incorporated by reference to the annual report on Form 20F filed by Betterware de México, S.A.P.I. de C.V. on April 29, 2022 (File No. 000-1788257)

** Incorporated by reference to the annual report on Form 20F filed by Betterware de México, S.A.P.I. de C.V. on April 30, 2024 (File No. 000-1788257)

*** Incorporated by reference to the annual report on Form 20F filed by Betterware de México, S.A.P.I. de C.V. on April 29, 2025 (File No. 000-1788257)

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Betterware de México, S.A.P.I. de C.V.

By: /s/ Andres Campos Chevallier

Name: Andres Campos Chevallier

Title: Chief Executive Officer

Dated: April 30, 2026

Betterware de México, S.A.P.I. de C.V. (subsidiary of Campalier, S.A. de C.V.) and subsidiaries

Consolidated financial statements as of December 31, 2025, 2024 and 2023 and for the years ended December 31, 2025, 2024 and 2023, and Report of Independent Registered Accounting Firm dated April 30, 2026

Betterware de México, S.A.P.I. de C.V. and subsidiaries

Consolidated financial statements as of December 31, 2025, 2024 and 2023 and for the years ended December 31, 2025, 2024 and 2023 and Report of Independent Registered Accounting Firm

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of
Betterware de México, S.A.P.I. de C.V.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated statements of financial position of Betterware de México, S. A. P. I. de C. V. and its subsidiaries (the “Company”) as of December 31, 2025, 2024 and 2023, and the related consolidated statements of profit or loss and other comprehensive income, of changes in stockholders’ equity, and of cash flows for each of the three years in the period ended December 31, 2025, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025 in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board. Also in our opinion, the Company did not maintain, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO because material weaknesses in internal control over financial reporting existed as of that date related to the lack of (i) effective control environment, risk assessment process and monitoring activities at a precise enough level to identify and timely assess the new and evolving risks of material misstatement in the Company’s consolidated financial statements, (ii) effective controls over the business combination process, specifically the lack of controls over the determination and ongoing impairment assessment of goodwill and long lived intangible assets, (iii) effective controls over substantially all accounts and disclosures in the period-end financial reporting and consolidation process, and (iv) effective information and technology general controls relevant to the preparation of the consolidated financial statements.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis. The material weaknesses referred to above are described in Management’s Annual Report on Internal Control over Financial Reporting appearing under Item 15. We considered these material weaknesses in determining the nature, timing, and extent of audit tests applied in our audit of the 2025 consolidated financial statements, and our opinion regarding the effectiveness of the Company’s internal control over financial reporting does not affect our opinion on those consolidated financial statements.

Basis for Opinions

The Company’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in management’s report referred to above. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company’s internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Goodwill and Indefinite-lived Intangible Assets Impairment Assessment – Jafra Mexico Group of Cash Generating Units

As described in Notes 11 and 12 to the consolidated financial statements, the Company annually tests the recoverable amount of its goodwill and indefinite-lived intangible assets which amounts Ps.1,600 million and Ps.1,102 million, respectively, of which Ps.1,250 million and Ps.849 million respectively relates to the Jafra Mexico group of cash generating units (CGU). Management's cash flow projections for the group of CGU included significant judgments and Management's cash flow projections included significant assumptions relating to the average revenue growth rate; as well as the discount rate used to discount future cash flows.

The principal considerations for our determination that performing procedures relating to the goodwill and indefinite-lived intangible assets impairment assessment of the Jafra Mexico group of CGU is a critical audit matter are (i) the significant judgment used by management when developing the fair value of the Jafra Mexico group of CGU; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to the average revenue growth rate, as well as the discount rate; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge. As described in the "Opinions on the Financial Statements and Internal Control over Financial Reporting" section, material weaknesses were identified related to this matter.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included, among others, i) evaluating and determining the nature and extent of audit procedures performed and evidence obtained that are responsive to the material weaknesses identified; ii) evaluating management's process for developing the fair value of the Jafra Mexico group of CGU; iii) testing the completeness and accuracy of the underlying data used in the discounting cash flow model, and iv) comparing the actual results of the current year with the respective budget, to identify if any assumption included in the cash flow projections could be considered too optimistic. Professionals with specialized skill and knowledge were also used to assist in a) evaluating the appropriateness of the discounted cash flow model, b) comparing the average revenue growth rate based on current and past performance of the group of CGU and the consistency with independent market sources from comparable entities in the industry, and c) comparing the discount rate based on industry knowledge and the consistency with estimated external market rates.

/s/ PricewaterhouseCoopers, S. C.

/s/ C.P.C. Fabián Mateos Aranda
Audit Partner
Mexico City, Mexico
April 30, 2026

We have served as the Company's auditor since 2022.

Betterware de México, S.A.P.I. de C.V. and subsidiaries
Consolidated statements of financial position
As of December 31, 2025, 2024 and 2023
(In Thousands of Mexican pesos)

Assets	Note	2025	2024	2023
Current assets:				
Cash and cash equivalents	5	Ps. 328,344	Ps. 296,558	Ps. 549,730
Trade accounts receivable, net	6	1,181,447	1,133,093	1,072,455
Accounts receivable from related parties	23	-	250	104
Accounts receivable from property sales	6	78,862	121,082	-
Inventories	7	1,997,197	2,505,093	2,030,533
Prepaid expenses	8	91,678	87,682	77,468
Derivative financial instruments	18	-	108,846	-
Income tax recoverable	16	120,557	98,265	29,462
Other assets	9	105,770	147,329	230,688
Total current assets excluding assets classified as held for sale		<u>3,903,855</u>	<u>4,498,198</u>	<u>3,990,440</u>
Assets held for sale	10	<u>40,000</u>	<u>40,000</u>	-
Total current assets		<u>3,943,855</u>	<u>4,538,198</u>	<u>3,990,440</u>
Non-current assets:				
Accounts receivable from property sales	6	24,689	90,540	-
Property, plant and equipment, net	10	1,716,951	1,801,475	2,910,353
Right-of-use assets, net	13	336,588	314,023	361,561
Deferred income tax	16	452,979	525,086	527,929
Intangible assets, net	12	1,503,887	1,570,223	1,649,953
Goodwill	11	1,599,718	1,599,718	1,599,718
Other assets	9	14,241	14,504	53,757
Total non-current assets		<u>5,649,053</u>	<u>5,915,569</u>	<u>7,103,271</u>
Total assets		<u>Ps. 9,592,908</u>	<u>Ps. 10,453,767</u>	<u>Ps. 11,093,711</u>

(Continued)

Betterware de México, S.A.P.I. de C.V. and subsidiaries
Consolidated statements of financial position
As of December 31, 2025, 2024 and 2023
(In Thousands of Mexican pesos)

Liabilities and stockholders' equity	Note	2025	2024	2023
Current liabilities:				
Short term debt and borrowings	15	Ps. 1,024,467	Ps. 1,156,084	Ps. 508,731
Accounts payable to suppliers	14	1,793,744	2,156,715	1,790,026
Accounts payable to related parties	23	-	1,237	-
Accrued expenses	14	343,290	380,835	306,997
Provisions and others	17	722,237	748,918	804,748
Value added tax payable		93,917	71,192	117,864
Employee profit sharing payable		146,528	139,255	132,855
Lease liability	13	134,730	110,252	122,997
Derivative financial instruments	18	26,238	-	47,920
Total current liabilities		Ps. 4,285,151	Ps. 4,764,488	Ps. 3,832,138
Non-current liabilities:				
Statutory employee benefits	19	147,991	128,312	127,150
Deferred income tax	16	495,118	495,117	783,169
Lease liability	13	221,975	234,343	265,724
Long term debt and borrowings	15	3,083,187	3,668,859	4,622,691
Total non-current liabilities		3,948,271	4,526,631	5,798,734
Total liabilities		8,233,422	9,291,119	9,630,872
Stockholder's equity				
Common stock	21	321,312	321,312	321,312
Share premium account		(25,264)	(25,264)	(16,370)
Retained earnings		1,102,255	892,398	1,178,724
Other comprehensive income		(36,990)	(24,076)	(19,194)
Equity attributable to owners of the Group		1,361,313	1,164,370	1,464,472
Non-controlling interest		(1,827)	(1,722)	(1,633)
Total stockholders' equity		1,359,486	1,162,648	1,462,839
Total liabilities and stockholders' equity		Ps. 9,592,908	Ps. 10,453,767	Ps. 11,093,711

See accompanying notes to consolidated financial statements.

(Concluded)

Betterware de México, S.A.P.I. de C.V. and subsidiaries
Consolidated statements of profit or loss and other comprehensive income
For the years ended December 31, 2025, 2024 and 2023
(In Thousands of Mexican pesos, except earnings per share amounts)

	<u>Note</u>	<u>2025</u>	<u>2024</u>	<u>2023</u>
Revenue	24	Ps. 14,243,015	Ps. 14,100,758	Ps. 13,009,507
Cost of sales	7	<u>4,762,760</u>	<u>4,520,223</u>	<u>4,260,842</u>
Gross profit		<u>9,480,255</u>	<u>9,580,535</u>	<u>8,748,665</u>
Administrative expenses	24	2,446,350	2,702,876	2,367,280
Selling expenses	24	4,079,141	3,997,917	3,460,367
Distribution expenses	24	697,251	663,812	582,237
		<u>7,222,742</u>	<u>7,364,605</u>	<u>6,409,884</u>
Other expenses	1b	-	529,722	-
Operating income		<u>2,257,513</u>	<u>1,686,208</u>	<u>2,338,781</u>
Financing income (cost):				
Interest expense	15	(541,045)	(639,705)	(827,812)
Interest income		34,090	22,818	45,056
Gain (loss) in valuation of derivative financial instruments	18	(108,846)	156,766	(32,591)
Foreign exchange gain		226,451	330,249	267,363
Foreign exchange loss		(146,378)	(375,554)	(374,210)
		<u>(535,728)</u>	<u>(505,426)</u>	<u>(922,194)</u>
Income before income taxes		1,721,785	1,180,782	1,416,587
Income taxes:				
Current	16	587,114	752,566	645,521
Deferred	16	73,867	(283,306)	(265,498)
		<u>660,981</u>	<u>469,260</u>	<u>380,023</u>
Net income for the year		<u>1,060,804</u>	<u>711,522</u>	<u>1,036,564</u>
Net income for the year attributable to:				
Owners of the Group		Ps. 1,060,753	Ps. 711,728	Ps. 1,039,287
Non-controlling interest		51	(206)	(2,723)
		<u>Ps. 1,060,804</u>	<u>Ps. 711,522</u>	<u>Ps. 1,036,564</u>
<i>Items that are or may be reclassified subsequently to profit or loss:</i>				
Effect of foreign currency conversion		26,936	(16,711)	(4,349)
Effect of recognized hedging instruments ORI net of tax		(83,765)	-	-
<i>Items that will not be reclassified subsequently to profit or loss:</i>				
Remeasurement of defined benefit obligation, net of taxes	19	(12,212)	11,829	(22,360)
Total comprehensive income for the year		<u>Ps. 991,763</u>	<u>Ps. 706,640</u>	<u>Ps. 1,009,855</u>

(Continued)

Betterware de México, S.A.P.I. de C.V. and subsidiaries
Consolidated statements of profit or loss and other comprehensive income
For the years ended December 31, 2025, 2024 and 2023
(In Thousands of Mexican pesos, except earnings per share amounts)

	<u>Note</u>	<u>2025</u>	<u>2024</u>	<u>2023</u>
Comprehensive income for the year attributable to:				
Owners of the Group		Ps. 991,712	Ps. 706,846	Ps. 1,012,578
Non-controlling interest		51	(206)	(2,723)
		<u>Ps. 991,763</u>	<u>Ps. 706,640</u>	<u>Ps. 1,009,855</u>
Basic earnings per common share (<i>pesos</i>)	22	<u>Ps. 28.48</u>	<u>Ps. 19.11</u>	<u>Ps. 27.90</u>
Diluted earnings per common share (<i>pesos</i>)	22	<u>Ps. 28.48</u>	<u>Ps. 19.11</u>	<u>Ps. 27.89</u>

See accompanying notes to consolidated financial statements.

(Concluded)

Betterware de México, S.A.P.I. de C.V. and subsidiaries
Consolidated statements of changes in stockholders' equity
For the years ended December 31, 2025, 2024 and 2023
(In Thousands of Mexican pesos)

	Note	Common stock	Share premium account	Retained earnings	Hedge reserve	Other comprehensive income	Non-controlling interest	Total stockholders' equity
Balance as of January 1, 2023		Ps. 321,312	(12,671)	779,941	-	7,515	1,183	1,097,280
Other capital movements		-	(3,699)	8,231	-	-	-	4,532
Movements in non-controlling interest		-	-	-	-	-	(93)	(93)
Dividends paid	21	-	-	(648,735)	-	-	-	(648,735)
Total comprehensive income for the year		-	-	1,039,287	-	(26,709)	(2,723)	1,009,855
Balance as of December 31, 2023		321,312	(16,370)	1,178,724	-	(19,194)	(1,633)	1,462,839
Other capital movements		-	(8,894)	-	-	-	-	(8,894)
Movements in non-controlling interest		-	-	-	-	-	117	117
Dividends paid	21	-	-	(998,054)	-	-	-	(998,054)
Total comprehensive income for the year		-	-	711,728	-	(4,882)	(206)	706,640
Balance as of December 31, 2024		321,312	(25,264)	892,398	-	(24,076)	(1,722)	1,162,648
Other capital movements		-	-	(896)	-	-	-	(896)
Movements in non-controlling interest		-	-	-	-	-	(156)	(156)
Dividends paid	21	-	-	(850,000)	-	-	-	(850,000)
Total comprehensive income for the year		-	-	1,060,753	(83,765)	14,724	51	991,763
Deferred hedging gains and losses and costs of hedging transferred to the carrying value of inventory purchased during the year (net of tax)	18	-	-	-	56,127	-	-	56,127
Balance as of December 31, 2025		Ps. 321,312	(25,264)	1,102,255	(27,638)	(9,352)	(1,827)	1,359,486

See accompanying notes to consolidated financial statements.

Betterware de México, S.A.P.I. de C.V. and subsidiaries
Consolidated statements of cash flows
For the years ended December 31, 2025, 2024 and 2023
(In Thousands of Mexican pesos)

	<u>Note</u>	<u>2025</u>	<u>2024</u>	<u>2023</u>
Operating activities:				
Net income for the year		Ps. 1,060,804	Ps. 711,522	Ps. 1,036,564
Adjustments for:				
Income tax expense		660,981	469,260	380,023
Depreciation and amortization		389,535	392,186	382,119
Impairment of assets held for sale	1c	-	166,581	-
Interest expense		541,045	639,705	827,812
Interest income		(34,090)	(22,818)	(45,056)
Gain on disposal of non-current assets		(8,474)	(992)	(1,460)
Loss by selling of properties	1b	-	529,722	-
Share-based payment expense		-	-	4,188
Movements in non-controlling interest		-	117	(93)
Effect of foreign currency conversion		26,936	(16,711)	(4,349)
Loss (gain) in valuation of derivative financial instruments		108,846	(156,766)	32,591
		<u>2,745,583</u>	<u>2,711,806</u>	<u>2,612,339</u>
(Increase) decrease in:				
Trade accounts receivable		(48,354)	(60,638)	(101,393)
Trade accounts receivable from related parties		250	(146)	(43)
Inventory		511,113	(470,959)	92,136
Prepaid expenses and other assets		65,100	122,003	(84,826)
Increase (decrease) in:				
Accounts payable to suppliers and accrued expenses		(423,470)	419,023	423,104
Trade accounts payable to related parties		(1,237)	1,237	(96,859)
Provisions		(26,681)	(55,830)	3,589
Value-added tax payable		22,725	(47,169)	28,722
Statutory employee profit sharing		7,273	6,400	(2,443)
Employee benefits		(7,513)	(9,350)	(32,606)
Income taxes paid		(608,062)	(819,247)	(474,941)
Net cash provided by operating activities		<u>2,236,727</u>	<u>1,797,130</u>	<u>2,366,779</u>
Investing activities:				
Payments of fixed and intangible assets		(114,475)	(181,503)	(131,066)
Proceeds from disposal of fixed assets		7,631	11,774	20,682
Proceeds from disposal of properties	1b,6	108,071	156,500	-
Commission by selling of properties		-	(10,055)	-
Interest received		34,090	22,818	45,056
Net cash provided (used) in investing activities		<u>35,317</u>	<u>(466)</u>	<u>(65,328)</u>

(Continued)

Betterware de México, S.A.P.I. de C.V. and subsidiaries
Consolidated statements of cash flows
For the years ended December 31, 2025, 2024 and 2023
(In Thousands of Mexican pesos)

	<u>Note</u>	<u>2025</u>	<u>2024</u>	<u>2023</u>
Financing activities:				
Proceeds from debt and borrowings	15	Ps. 5,540,700	Ps. 3,027,100	Ps. 6,498,994
Repayment of borrowings	15	(6,257,700)	(3,319,600)	(7,633,715)
Bond issuance costs	15	-	-	(8,355)
Interest paid on borrowings	15	(502,458)	(603,921)	(652,313)
Lease payments (principal and interest)	13	(169,904)	(155,361)	(123,241)
Acquisition of non-controlling interest in Betterware Guatemala		(896)	-	-
Dividends paid	21	(850,000)	(998,054)	(648,735)
Net cash used in financing activities		<u>(2,240,258)</u>	<u>(2,049,836)</u>	<u>(2,567,365)</u>
Increase (decrease) in cash and cash equivalents		31,786	(253,172)	(265,914)
Cash and cash equivalents at the beginning of year		296,558	549,730	815,644
Cash and cash equivalents at the end of year		<u>Ps. 328,344</u>	<u>Ps. 296,558</u>	<u>Ps. 549,730</u>

Non-cash transactions (notes 1d and 6).

See accompanying notes to consolidated financial statements.

(Concluded)

Betterware de México, S.A.P.I. de C.V. and subsidiaries

Notes to consolidated financial statements

As of December 31, 2025, 2024 and 2023, and for the years ended December 31, 2025, 2024 and 2023

(In Thousands of Mexican pesos, Ps., except the number of shares and earnings per share expressed in Mexican pesos)

1. Nature of business and significant events

Betterware de México, S.A.P.I. de C.V. (“Betterware or BWM”) and its subsidiaries are hereinafter jointly referred to as the “Group”, the “Company”, “BeFra” or “BeFra Group”. The Group’s business is direct-to-consumer sales, which operates through two business segments: the home organization products (“Betterware segment” or “BWM segment”) and the beauty and personal care products (B&PC) (“Jafra segment”). The Betterware segment is divided into seven categories of the home organization: (i) Kitchen and food preservation, (ii) Home solutions, (iii) Bedroom, (iv) Bathroom, (v) Laundry & Cleaning (vi) Tech & mobility and (vii) wellness. The Jafra segment is divided into four categories of the beauty and personal care: (i) fragrance, (ii) color (cosmetics), (iii) skin care and (iv) toiletries. The Group’s business segment products are sold through twelve catalogs published throughout the year. The Group operates mainly in Mexico and the United States. The Group’s address, registered as its office and primary place of business, is Gdl-Ameca-Huaxtla Km-5, El Arenal, Jalisco, Mexico, and Zip Code 45350. The holding entity of Betterware is Campalier, S.A. de C.V. (“Campalier”).

Significant events and transactions –

2025

a) Opening of new businesses:

On January 20, 2025 and November 13, 2025, Betterware Ecuador and Betterware Colombia were established, and they began operations on May 5, 2025, and March 2, 2026, respectively.

2024

b) Sale Jafra’s land and building:

The Group, through subsidiary (Distribuidora Venus, S.A. de C.V.), (which is part of Jafra’s companies in Mexico), entered into two contracts for the sale: 1) “Las Flores” land and 2) “San Ángel” land and building in March and August 2024, respectively. The sales price for these transactions was Ps. 402,200, and as a result, the company recognized a loss in the income statement as other expenses of Ps. 529,722.

Of the sales prices collected, Ps. 156,500; the remaining Ps. 245,700 will be collected semiannually without interest, maturing in 2027. When determining the fair value the long-term receivable, an additional loss of Ps. 34,078 was recognized.

c) Assets held for sale:

Jafra Mexico classified the O’Farril as assets held for sale in accordance with the accounting policy “current assets held for sale.” The Company recognized an impairment loss of Ps. 166,581 recognized in administrative expenses based on the use given to land.

2023

a) **Long-term debt and bond issuances:**

- Ø On July 5, 2023, Betterware signed an agreement with BBVA to acquire a simple line of credit for Ps. 1,500,000.
- Ø On July 7, 2023, Betterware successfully concluded the third and fourth bond issuance offering for a total of Ps. 813,974, with 4 and 7-year maturities, offerings in the Mexican Market.
- Ø As of July 10, 2023, the debt for the syndicated loan used for the acquisition of Jafra in 2022, amounted to Ps. 3,248,695. Betterware settled the debt of the syndicated loan using the Ps. 1,500,000 of the credit line with BBVA and the net proceeds from the bond issuances costs per placement, that is, the net amount of Ps. 810,197, the remainder of the credit was settled with drawdowns of short-term credit lines and the cash available on hand at that date (see note 15).
- Ø On September 12, 2023, Betterware signed an agreement with HSBC to acquire a simple line of credit for Ps. 950,000.

2. **Material accounting policies**

The Group's management reviewed the material accounting policies and made some updates to the disclosed information, as follows:

a. ***Basis of preparation***

The Group's consolidated financial statements for 2025 include the financial statements of Betterware de México, S.A.P.I. de C.V., and subsidiaries as described in note 2d (the "consolidated financial statements").

The preparation of the consolidated financial statements in accordance with International Financial Reporting Standards requires the use of critical accounting estimates. In addition, it requires Management to exercise judgment in the process of applying the Group's accounting policies. The areas that involve a high level of judgment or complexity, as well as areas where the judgments and estimates are significant to the consolidated financial statements are disclosed in note 4.

b. ***Basis of accounting***

The Group's consolidated financial statements have been prepared in accordance with International Financial Reporting Standards (IFRS Accounting Standards) issued by the International Accounting Standards Board (IASB) and the Interpretations issued by the Interpretations of IFRS (IFRIC) applicable to entities reporting under IFRS Accounting Standards.

c. ***Basis of measurement***

The Group's consolidated financial statements have been prepared on the historical cost basis except for certain financial instruments measured at fair value.

Functional and presentation currency

These consolidated financial statements are presented in Mexican pesos ("Ps or \$"), which is the Group presentation currency. The amounts included in the consolidated financial statements of each of the Group's subsidiaries must be measured using the currency of the primary economic environment in which the entity operates ("functional currency"). All financial information presented in Mexican pesos has been rounded to the nearest thousand (except where otherwise specified). References to U.S. dollars ("US\$") indicate thousands of United States dollars.

Consolidated statement of profit or loss and other comprehensive income

The Group opted to present a single consolidated statement of profit or loss and comprehensive income, consolidating the presentation of profit and loss, including an operating profit line item, and comprehensive income in the same statement. Due to the commercial activities of the Group, costs and expenses presented in the consolidated statements of profit or loss and other comprehensive income were classified according to their function. Accordingly, cost of sales and operating expenses were presented separately.

d. Basis of consolidation

The Group's consolidated financial statements, incorporate the financial statements of the entities controlled by Betterware.

Betterware de México, S.A.P.I. de C.V., has control over its subsidiaries as it holds the majority of substantive voting rights regarding the relevant activities these entities undertake, which provides it with rights over the variable returns from the subsidiaries, and has the ability to influence those returns through its power over them.

Consolidation of a subsidiary begins when the Group obtains control over the subsidiary and ceases when the Group loses control of the subsidiary. Specifically, the results of subsidiaries acquired or disposed of during the year are included in profit or loss from the date the Group gains control until the date when the Group ceases to control the subsidiary.

For consolidation purposes, the Group ensures that the accounting policies used are consistent.

All intragroup assets and liabilities, equity, income, expenses and cash flows relating to transactions between the entities of the Group are eliminated on consolidation.

Non-controlling interests in subsidiaries are identified separately from the Group's equity. When a business is acquired but not the entire equity interest, the Group may initially measure the non-controlling interest at its fair value or as a portion of the acquiree's identifiable net assets. The choice of measurement is made on an acquisition-by-acquisition basis. Subsequent to acquisition, the carrying amounts of non-controlling interests consider the initial value plus the non-controlling interests' share of subsequent changes in the subsidiaries' equity.

Profit or loss and each component of other comprehensive income are attributed to the owners of the Group and to the non-controlling interests. The total income of the subsidiaries is attributed to the owners of the Group and to the non-controlling interests even if this results in the non-controlling interests having a deficit balance.

When the Group loses control of a subsidiary, the gain or loss on disposal recognized in profit or loss is calculated as the difference between (i) the aggregate of the fair value of the consideration received and the fair value of any retained interest and (ii) the previous carrying amount of the assets (including goodwill), less liabilities of the subsidiary and any non-controlling interests. All amounts previously recognized in other comprehensive income in relation to that subsidiary are accounted for as if the Group had directly disposed of the related assets or liabilities of the subsidiary (i.e. reclassified to profit or loss or transferred to another category of equity as required/permitted by applicable IFRS Standards). The fair value of any investment retained in the former subsidiary at the date when control is lost is regarded as the fair value on initial recognition for subsequent accounting under IFRS 9, *Financial Instruments* when applicable, or the cost on initial recognition of an investment in an associate or a joint venture.

As of December 31, 2025, 2024 and 2023 the percentage of participation that it maintains over its subsidiaries is as follows:

The Group's companies:	Operating Country	Functional currency	% Participation		
			2025	2024	2023
Home organization ("Betterware"):					
Betterware de México, S.A.P.I. de C.V.	Mexico	Peso	Last controlling entity		
BLSM Latino América Servicios, S.A. de C.V.	Mexico	Peso	100%	99%	99%
Betterware de Guatemala, S.A.	Guatemala	Quetzal	100%	70%	70%
Programa Lazos, S.A. de C.V.	Mexico	Peso	70%	70%	70%
Betterware Ningbo Trading Co, LTD. ⁽¹⁾	China	Yuan	-	-	100%
Finayo, S.A.P.I. de C.V. SOFOM ENR	Mexico	Peso	100%	100%	100%
Betterware América, LLC.	United States	Dollar	100%	100%	100%
Betterware Perú, S.A.C.	Perú	Dollar	100%	100%	-
Betterware Ecuador, S.A.S.	Ecuador	Dollar	100%	-	-
Betterware Colombia, S.A.S.	Colombia	Dollar	100%	-	-
Beauty and personal care (B&PC) ("Jafra"):					
Jafra México Holding Company, B.V.	Mexico	Euro	100%	100%	100%
Distribuidora Comercial Jafra, S.A. de C.V.	Mexico	Peso	100%	100%	100%
Jafra Cosmetics International, S.A. de C.V.	Mexico	Peso	100%	100%	100%
Jafra Cosmetics, S.A. de C.V.	Mexico	Peso	100%	100%	100%
Serviday, S.A. de C.V.	Mexico	Peso	100%	100%	100%
Jafrafin, S.A. de C.V.	Mexico	Peso	100%	100%	100%
Distribuidora Venus, S.A. de C.V.	Mexico	Peso	100%	100%	100%
Jafra Cosmetics International, Inc.	United States	Dollar	100%	100%	100%

(1) Betterware Ningbo Trading Co, LTD was part of the Group until June 21, 2023.

As of December 31, 2025, 2024 and 2023, there are no significant restrictions for investment in shares of the subsidiary companies previously mentioned.

e. Cash and cash equivalents

Cash and cash equivalents consist mainly of bank deposits and short-term investments in securities, highly liquid and easily convertible into cash with original maturities of three months or less, which are subject to insignificant risks of value change. Cash is presented at nominal value and cash equivalents are valued at fair value. Any cash or cash equivalent that cannot be disposed of in less than three months is classified as restricted cash.

f. Accounts receivable

Accounts receivable from customers are initially recognized at the amount of consideration, which is unconditional, unless they contain significant financial components when they are recognized at fair value.

The fair value of a non-interest bearing long-term receivable is measured as the present value of all future cash receipts discounted using a market interest rate for similar instruments; that is, with a similar currency, term, interest rate type and credit ratings. The difference between the expected principal amount of the receivable and its fair value is recognized as an expense in the income statement and amortized over the collection period using the effective interest method.

They are subsequently valued at amortized cost using the effective interest rate method, less the provision for losses. See note 6 for more information on the recording of accounts receivable from the Group's customers and note 2n for a description of the Group's impairment policies.

g. Financial instruments

Financial assets and liabilities are recognized in the Group's consolidated statement of financial position, when the Group enters into a contract that gives it the right to receive cash or another financial asset or generates the obligation to pay cash or another financial asset, except for the rights or obligation related to taxes.

Financial assets and liabilities are initially measured at fair value. Transaction costs that are directly attributable to the acquisition or issue of financial assets and liabilities are added to or deducted from the fair value of the financial assets or liabilities, as appropriate, on initial recognition.

Financial assets

All recognized financial assets are measured subsequently in their entirety at either amortized cost or fair value, depending on the classification based on the business model of the financial assets.

Classification of financial assets

Financial assets that meet the following conditions are measured subsequently at amortized cost:

- The financial asset is held within a business model whose objective is to hold financial assets in order to collect contractual cash flows; and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest (“SPPI”) on the principal amount outstanding.

For its part, if the objective of the financial asset is to collect cash flows for subsequent sale, its classification would be as measured at fair value through other comprehensive income (“FVTOCI”); and, if none of the above characteristics are met, then the financial asset will be classified as measured at fair value through profit or loss (“FVTPL”). As of December 31, 2025, 2024 and 2023, the Group only maintains financial assets measured at amortized cost and at fair value through profit or loss.

Amortized cost and effective interest method

The effective interest method is a method of calculating the amortized cost of loans receivable and of allocating interest income over the relevant period.

The amortized cost of a financial asset is the amount at which the financial asset is measured at initial recognition minus the principal repayments, plus the cumulative amortization using the effective interest method of any difference between that initial amount and the maturity amount, adjusted for any loss allowance. The gross carrying amount of a financial asset is the amortized cost of a financial asset before adjusting for any loss allowance.

Impairment of financial assets

The Group recognizes impairment of receivable accounts based on a model of its expected credit losses (“ECL”), and those are estimated using the simplified approach by using a provision matrix, estimated based on historical credit loss experience based on the past due status of the debtors, adjusted as appropriate to reflect current conditions and estimates of future economic conditions.

Lifetime ECL represents the expected credit losses that will result from all possible default events over the expected life of a financial instrument.

Write-off policy

Financial assets are derecognized when the rights to receive cash flows from the financial assets have expired or have been transferred and the group has transferred substantially all the risks and rewards inherent in ownership.

Financial assets written off may still be subject to enforcement activities under the Group’s recovery procedures, taking into account legal advice where appropriate. Any recoveries made are recognized in profit or loss.

Financial liabilities

All financial liabilities are measured subsequently at amortized cost using the effective interest method or at fair value through profit or loss (FVTPL) in the case of derivative financial instruments.

Financial liabilities measured subsequently at amortized cost

The effective interest method is a method of calculating the amortized cost of financial liability and of allocating interest expense over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) through the expected life of the financial liability, or (where appropriate) a shorter period, to the amortized cost of a financial liability.

Derecognition of financial liabilities

The Group derecognizes financial liabilities when, and only when, the Group's obligations are discharged, canceled or have expired. The difference between the carrying amount of the financial liability derecognized and the consideration paid and payable is recognized in profit or loss.

When the Group exchanges with the existing lender one debt instrument into another one with the substantially different terms, such exchange is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. Similarly, the Group accounts for substantial modification of terms of an existing liability or part of it as an extinguishment of the original financial liability and the recognition of a new liability. It is assumed that the terms are substantially different if the discounted present value of the cash flows under the new terms, including any fees paid using the original effective rate is at least 10 per cent different from the discounted present value of the remaining cash flows of the original financial liability. If the modification is not substantial, the difference between (1) the carrying amount of the liability before the modification; and (2) the present value of the cash flows after modification should be recognized in profit or loss as the modification gain or loss within other gains and losses.

h. Derivative financial instruments and hedge accounting

The Group enters into a variety of forward-type derivative financial instruments and options to manage its exposure to foreign exchange rates, which are detailed in note 18.

Derivative financial instruments are initially recognized at their fair value on the date the contract is entered into and their fair value is subsequently recalculated on each reporting date; Changes in said fair values are recognized depending on whether the Group designates the derivative financial instruments as accounting hedges or as trading instruments. Derivative financial instruments are recorded as financial assets when their fair value is positive and as financial liabilities when the fair value is negative. This measurement is classified at Level 2 of the fair value hierarchy established by IFRS.

In all cases, the Group enters into derivative financial instruments to hedge a financial risk; however, when not all the requirements set forth in accounting standards for the application of hedge accounting are met, the instruments are classified as held for trading. Changes in the fair value of derivative financial instruments classified as trading were recognized directly in the Group's consolidated results within the line of effects of gain (loss) on valuation of derivative financial instruments. As of December 31, 2024 and 2023, the Group held only derivative financial instruments for forward trading.

Furthermore, for hedge accounting purposes: a) a fair value hedge is considered when the exposure to changes in the fair value of a recognized asset or liability, or an unrecognized firm commitment, is hedged; and b) it is considered a cash flow hedge when it hedges the exposure to variability in cash flows that is attributed to a particular risk associated with a recognized asset or liability, or a highly probable forecast transaction, or the foreign currency risk in an unrecognized firm commitment. As of December 31, 2025, the Group only maintains cash flow hedges through derivative financial instruments, forwards and options, which corresponds to forecasted purchases of highly probable inventory denominated in dollars.

At the beginning of the hedging relationship, the Group documents the relationship between the hedging instrument and the hedged item, the nature of the hedged risk and how it will evaluate whether the hedging relationship is effective, including the analysis of the sources of ineffectiveness and how the hedging ratio is determined. In addition, at the beginning of the hedge and on an ongoing basis, it is documented whether the hedging instrument is highly effective in the changes in cash flow or fair value of the hedged item attributable to the hedged risk.

A hedging relationship qualifies for the application of hedge accounting if it meets all of the following effectiveness requirements: a) “an economic relationship” exists between the hedged item and the hedging instrument; b) the effect of credit risk does not dominate the value changes that result from that economic relationship; c) the hedging ratio of the hedging relationship is the same as that resulting from the amount of the hedged item that the Group actually hedges and the amount of the hedging instrument that it actually uses to hedge that amount of the hedged item. Hedges that meet all qualification criteria for hedge accounting are accounted for, as described below.

Derivatives designated as cash flow accounting hedges recognize changes in fair value as follows: the effective portion is temporarily recognized in other comprehensive income (OCI) and reclassified to profit or loss when the hedged item affects profit or loss for the period; when the hedged item results in the recognition of inventory, a direct reclassification is made from the hedging reserve to the initial cost of inventory; on the other hand, any ineffective portion of the hedge is recognized immediately in the consolidated statement of profit or loss.

When forwards are used to hedge forecast transactions, the Group designates 100% of the change in the fair value of the forward contract as a hedging instrument.

When option contracts are used to hedge forecast transactions, the Group designates only the intrinsic value of the options as a hedging instrument.

Gains or losses related to the effective portion of the change in the intrinsic value of the forwards and options are recognized in the cash flow hedge reserve within equity (OCI) and are reclassified directly to the hedge reserve to the cost of the inventory at the time it is received. Changes in the time value of options that relate to the hedged item (aligned time value) are recognized within other comprehensive income in the costs of the hedging reserve within equity and are reclassified directly to the hedge reserve to the income statement at the time the inventory is recognized.

The time value of the options will be recorded through the income statement within the Financing income (cost).

The Group suspends hedge accounting when the derivative has expired, is canceled or exercised, when the derivative is not highly effective in offsetting changes in the fair value or cash flows of the hedged item, or when it is decided to cancel the hedge designation.

By suspending hedge accounting in the case of cash flow hedges maintained by the Group, the amounts that have been recorded in stockholders' equity as part of comprehensive income remain in equity until the moment the hedged item impacts results.

Derivatives are not offset in the consolidated financial statements unless the Group has the legal right and intention to offset. A derivative is presented as a non-current asset or a non-current liability if the remaining maturity of the instrument is more than 12 months and it is not expected to be realized or settled within 12 months; Otherwise, they are presented as current assets or liabilities.

i. *Inventories and cost of sales*

Inventories are measured at the lower of cost and net realizable value. The costs comprise direct materials, direct labor, and an appropriate proportion of variable and fixed overhead costs, the latter being allocated on the basis of normal operating capacity. The cost of inventories is based on the standard cost method. The net realizable value represents the estimated selling price less all estimated costs of completion and costs to be incurred in administration (marketing), selling and distribution.

j. *Assets held for sale*

Current assets (and disposal groups) classified as held for sale are measured at the lower of carrying amount and fair value less costs to sell. Current assets and disposal groups are classified as held for sale if their carrying amount will be recovered through a sale transaction rather than through continuing use. This condition is regarded as met only when the sale is highly probable and the asset (or disposal group) is available for immediate sale in its present condition. Management must be committed to the sale which should be expected to qualify for recognition as a completed sale within one year from the date of classification.

An impairment loss is recognized for any initial or subsequent reduction of the asset to fair value less costs to sell. A gain is recognized for any subsequent increase in the fair value less costs to sell of an asset that does not exceed any previously recognized accumulated impairment loss. A gain or loss not previously recognized at the date of sale of the current asset is recognized at the date of derecognition.

Current assets are not amortized or depreciated while classified as held for sale. Interest and other expenses attributable to liabilities of a disposal asset classified as held for sale continue to be recognized.

k. *Other assets*

Other assets mainly include inventory of rewards related to the rewards program offered to our distributors, associates, leaders and consultants, recoverable taxes and rent security deposits. They are presented in current or non-current assets in accordance with the classification of the destination item.

The inventory for the rewards program (see note 2.u and 2.w) is acquired based on exchange estimates from distributors, associates, leaders and consultants; and is reduced at the time the points are redeemed, and the reward is sent. Rewards inventory is recognized at acquisition cost.

l. *Property, plant and equipment, net*

Items of property, plant and equipment are measured at cost less accumulated depreciation and any accumulated impairment losses.

If significant parts of an item have different useful lives, then they are accounted for as separate items (major components).

Depreciation is recognized using the straight-line method. The estimated useful lives and depreciation method are reviewed at the end of each reporting period, with the effect of any changes in estimate accounted for on a prospective basis.

The following useful lives, considering separately each of the asset's components, are used in the calculation of depreciation:

Asset	Useful life
Buildings	5 – 50 years
Molds and machinery	3 – 15 years
Vehicles	4 years
Computers and equipment	3 – 10 years
Leasehold improvements	3 – 5 years

Property, plant and equipment are derecognized upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on the disposal or retirement is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognized in profit or loss.

m. Intangible assets

Intangible assets are recognized used when they meet the following characteristics: they are identifiable, they obtain future economic benefits, and there is control over said benefits.

Intangible assets are classified as follows:

Indefinite useful life:

- These intangible assets are not amortized and are subject to annual impairment tests or earlier when any indication of impairment is identified. As of December 31, 2025, 2024 and 2023, no factors have been identified that limit the useful life of these intangible assets. The only intangible asset with an indefinite useful life that the Group owns are the Brands, which have been defined with indefinite useful life because they will generate revenues for an indefinite period based on their position in the market.

Defined useful life:

- These are recognized at cost less accumulated amortization and recognized impairment losses. They are amortized in a straight line according to the estimate of their useful life, which is determined based on the expectation of generating future economic benefits, and they are subject to impairment tests when signs of impairment are identified.

The estimated useful lives of intangible assets with a defined useful life are summarized as follows:

Intangibles:	Betterware	Jafra
Customer relationships	10 years	12 years
Software	3 years	-
Brands and logo rights	10 – 30 years	-

Derecognition of Group's intangible assets

An intangible asset is derecognized on disposal, or when no future economic benefits are expected from use or disposal. Gains or losses arising from derecognition of an intangible asset, measured as the difference between the net disposal proceeds and the carrying amount of the asset, are recognized in profit or loss when the asset is derecognized.

n. *Impairment of tangible and intangible assets other than goodwill*

At the end of each reporting period, the Group reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss (if any). When it is not possible to estimate the recoverable amount of an individual asset, the Group estimates the recoverable amount of the group or cash-generating unit to which the asset belongs. When a reasonable and consistent basis of allocation can be identified, corporate assets are also allocated to individual cash-generating units, or otherwise, they are allocated to the smallest group of cash-generating units for which a reasonable and consistent allocation basis can be identified.

Intangible assets with indefinite useful lives and intangible assets not yet available for use are tested for impairment at least annually, and whenever there is an indication that the asset may be impaired.

Recoverable amount is the higher of fair value less disposal costs and value in use. In assessing the estimated future cash flows, they are discounted to their present value using a discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted. For impairment testing purposes, assets are grouped at the lowest levels for which there are separately identifiable cash flows that are largely independent of the cash flows of other assets or Groups of assets (cash generating units).

If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. Any impairment is recognized immediately in profit or loss.

o. *Goodwill*

Goodwill represents the excess of the acquisition cost of a subsidiary over the Group's interest in the fair values of the net assets acquired determined at the date of acquisition and is not subject to amortization.

Goodwill is not amortized but is tested annually for impairment and whenever there is any indication that the asset may be impaired. Goodwill arising from a business combination is allocated to the cash generating unit or group of units ("CGU") receiving a benefit from the synergies of the combination and based on the level at which management monitors goodwill, which cannot be higher than an operating segment. An impairment loss is recognized if the carrying amount of an asset, CGU or group of CGUs exceeds its recoverable amount. Impairment losses are recognized in profit or loss and for goodwill they are not reversible.

p. *Business combinations*

Businesses acquisitions are accounted for using the acquisition method. The consideration transferred in a business combination is measured at fair value, which is calculated by the sum of the assets transfer fair values by the Company, less the liabilities incurred by the Company to the previous owners of the acquiree entity and equity shares issued by the Company in exchange for control over the acquiree equity. The cost related to the acquisition are generally recognized in profit or loss as incurred.

At the acquisition date, the identifiable assets acquired, and the liabilities assumed are recognized at their fair value, except for:

- Deferred tax assets or liabilities and assets or liabilities related to employee benefit and leases, which are recognized and measured in accordance with IAS 12 "Income tax", IAS 19 "Employee Benefits", and IFRS 16 "Leases", respectively.

- Goodwill is measured as the excess of the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree (if any), and the fair value of the acquirer's previously held equity interest in the acquiree (if any) over the net amounts of the identifiable assets acquired and the liabilities assumed at the acquisition date. If at the acquisition date the net of the amounts of the identifiable assets acquired and liabilities assumed exceeds the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree and the fair value of the acquirer's previously held interest in the acquiree (if any), the excess is recognized immediately in profit or loss as a bargain purchase gain.

Non-controlling interests that are equity interests and that give to their holders a proportionate share of the Company's net assets in the event of liquidation, may initially be measured at either fair value or at the value of the non-controlling interest's proportionate interest in the recognized amounts of the identifiable net assets of the acquired company. The measurement base is made on every transaction. Other types of non-controlling interest are measured at fair value, or where applicable, based on what other IFRS specifies.

q. Leases

The Group as lessee

The Group evaluates whether a contract is or contains a lease agreement at inception of a contract. A lease is defined as an agreement or part of an agreement that conveys the right to control the use of an identified asset for a period of time in exchange for a consideration. The Group recognizes an asset for right-of-use and the corresponding lease liability, for all lease agreements in which it acts as lessee, except in the following cases: short-term leases (defined as leases with a lease term of less than 12 months); leases of low-value assets (defined as leases of assets with an individual market value of less than US\$5 (five thousand dollars)). For these agreements, which exempt the recognition of an asset for right-of-use and a lease liability, the Group recognizes the rent payments as an operating expense in a straight-line method over the lease period.

The right-of-use asset comprises all lease payments discounted at present value; the direct costs to obtain a lease; the advance lease payments; and the obligations of dismantling or removal of assets. The Group depreciates the right-of-use asset over the shorter of the lease term or the useful life of the underlying asset; therefore, when the lessee will exercise a purchase option, the lessee shall depreciate the right-of-use asset from the commencement date to the end of the useful life of the underlying asset. Depreciation begins on the lease commencement date.

The lease liability is initially measured at the present value of the future minimum lease payments that have not been paid at that date, using a discount rate that reflects the cost of obtaining funds for an amount similar to the value of the lease payments, for the acquisition of the underlying asset, in the same currency and for a similar period to the corresponding contract (incremental borrowing rate). To determine the lease term, the Group considers the non-cancellable period, including the probability to exercise any right to extend and/or terminate the agreement.

Subsequently, the lease liability is measured by increasing the carrying amount to reflect interest on the lease liability (using the effective interest method) and reducing the carrying amount to reflect the lease payments made.

When there is a modification in future lease payments resulting from changes in an index or a rate used to determine those payments, the Group remeasures the lease liability when the adjustment to the lease payments takes effect, without reassessing the discount rate. However, if the modifications are related to the lease term or exercising a purchase option, the Group reassesses the discount rate during the liability's remeasurement. Any increase or decrease in the value of the lease liability subsequent to this remeasurement is recognized as an adjustment to the right-of-use asset to the same extent.

Finally, the lease liability is derecognized when the Group fulfills all lease payments. When the Group determines that it is probable that it will exercise an early termination of the contract that leads to a cash disbursement, such disbursement is accounted as part of the liability's remeasurement mentioned in the previous paragraph; however, in cases in which the early termination does not involve a cash disbursement, the Group cancels the lease liability and the corresponding right-of-use asset, recognizing the difference immediately in the consolidated statement of profit or loss and other comprehensive income.

r. Foreign currency

In preparing the consolidated financial statements, transactions in currencies other than the Mexican Peso, which is the reporting currency of the consolidated entities (see table in note 2d), those are recognized at the exchange rates as of the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rate at the reporting date. Non-monetary items that are measured based on historical cost in a foreign currency are translated at the exchange rate at the date of transaction.

Exchange differences on monetary items are recognized as foreign exchange profit or loss in the period in which they arise.

For the purpose of presenting consolidated financial statements, the assets and liabilities in foreign currency are translated in Mexican pesos, using the exchange rates prevailing at the end of the period. Income and expense items are translated at the average exchange rates for the period, unless exchange rates fluctuate significantly during that period, in which case the exchange rates are used at the date of transactions. Exchange differences arising, if any, are recognized in the case in other comprehensive income and accumulated in a foreign exchange translation reserve (attributed to non-controlling interests as appropriate).

The adjustments related to goodwill and to the fair value of the identifiable assets acquired and the liabilities assumed generated in a foreign transaction, are recognized as assets and liabilities of that operation and will be translated, as appropriate, at the closing rate at the end of the reporting period. Exchange differences arising are recognized in other comprehensive income.

s. Employee benefits

Retirement benefits – Defined benefit obligations and post-employment (pension plan applicable to Jafra)

The Group's defined benefit obligations cover seniority premiums which consist of a lump sum payment of 12 day's wage for each year worked, calculated using the most recent salary, not to exceed twice the legal minimum wage established by law. The post-employment benefits that Jafra offers are cumulative remunerations that generate future benefits for employees, during their employment relationship and are acquired by the employee and/or beneficiary at the time of retirement from the entity and/or upon reaching retirement or retirement age or other eligibility condition. The Company provides one-time payments from a formal pension plan. The right to access these benefits depends on the employee having worked until retirement age and completing a period of years of service. The related liability and annual cost of such benefits are calculated with the assistance of an independent actuary on the basis of formulas defined in the plans using the projected unit credit method at the end of each annual reporting period.

The Group's net obligation with respect to the defined-benefit plan is calculated separately for each plan, estimating the amount of future benefit accrued by employees in return for their services in ongoing and past periods; that benefit is discounted to determine its present value, and the costs for the services that have not been recognized and the fair value of the plan assets are deducted. The present value of the defined benefit obligation is determined by discounting the estimated future cash flows using discount rates in accordance with IAS 19 that are denominated in the currency in which the benefits will be paid, and that have maturities that approximate to the terms of the pension liability.

Net interest is calculated by applying the discount rate to the net defined benefit liability or asset. Defined benefit costs are categorized as follows:

- Service cost (including current service cost, past service cost, as well as gains and losses on curtailments and settlements);
- Net interest expense or income; and
- Remeasurements.

Remeasurements of the net defined benefit liability, which comprise actuarial gains and losses, the return on plan assets (excluding interest) and the effect of the asset ceiling (if applicable), are recognized immediately in the liability against other comprehensive income in the period in which they occur. Remeasurement recognized in other comprehensive income is never reclassified to profit or loss. Past service cost is recognized in profit or loss in the period in which a plan amendment or curtailment occurs, or when the Group recognizes the related restructuring costs or termination benefits, if earlier.

Short-term and other long-term employee benefits and statutory employee profit sharing (“PTU”)

A liability is recognized for benefits accruing to employees in respect of wages and salaries, annual leave and sick leave in the period the related service is rendered at the undiscounted amount of the benefits expected to be paid in exchange for that service. Likewise, a liability is recognized for the amount expected to be paid if the Group has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

Liabilities recognized in respect of short-term employee benefits are measured at the undiscounted amount of the benefits expected to be paid in exchange for the related service.

Liabilities recognized in respect of other long-term employee benefits are measured at the present value of the estimated future cash outflows expected to be made by the Group in respect of services provided by employees up to the reporting date.

PTU is recorded in the results of the year in which it is incurred and is presented in operating expenses line item in the consolidated statement of profit or loss and other comprehensive income.

Termination benefits

Termination benefits are paid when employment is terminated before the normal retirement date, or to provide benefits as a result of an offer made to encourage voluntary termination of employment. The Company recognizes termination benefits on the earlier of the following dates: (a) the date the Company is committed to terminating the employment of the employees in accordance with a detailed formal plan without having the possibility of avoiding its obligation, and (b) when the entity recognizes restructuring costs in accordance with the provisions of IAS 37 and involves payments of termination benefits. In the case of an offer that promotes voluntary termination, termination benefits will be valued based on the expected number of employees who will accept the offer. If compensation is payable no later than 12 months after the reporting period, then they are discounted to present value.

t. Income taxes

Income tax expense represents the sum of the tax currently payable and deferred tax.

- Current tax

Current income tax (“ISR” in Mexico, United States, Guatemala, Peru, Ecuador and Colombia) is determined at the level of each entity of the Group and is recognized in the results of the year in which it is incurred.

The tax currently payable is based on taxable profit for the year. Taxable profit differs from net profit as reported in profit or loss because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The Group’s liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the end of the reporting period.

For those situations in which the tax determination is uncertain, but payment to the tax authority is considered probable. An analysis of the derived effects and possibility of recording a provision is carried out. The provisions are calculated with the best estimate of the amount expected to be paid. The assessment is based on the judgment of tax professionals within the Group supported by previous experience with respect to such activities see contingency note 26.

- Deferred income tax

Deferred tax is recognized at the level of each entity that makes up the Group, by determining the temporary differences between the carrying amounts of assets and liabilities and their corresponding tax values. Deferred tax liabilities are generally recognized for all taxable temporary differences. Deferred tax assets are generally recognized for all deductible temporary differences to the extent that it is probable that taxable profits will be available against which those deductible temporary differences can be utilized. Such deferred tax assets and liabilities are not recognized if the temporary difference arises from the initial recognition (other than in a business combination) of assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit. In addition, deferred tax liabilities are not recognized if the temporary difference arises from the initial recognition of goodwill.

Deferred tax liabilities and assets are calculated at the tax rates that are expected to apply in the period in which the liability is settled or the asset is realized, based on the tax rates (and applicable tax laws) that have been enacted or have been substantially enacted as of the last reporting date.

Deferred income tax assets are recognized only if it is probable that future taxable amounts will exist to utilize those temporary differences and losses.

The measurement of deferred tax liabilities and assets reflects the tax consequences that would follow from the manner in which the Group expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities.

Current and deferred tax for the year are recognized in profit or loss, except when they relate to items that are recognized in other comprehensive income or directly in equity, in which case, the current and deferred tax are also recognized in other comprehensive income or directly in equity respectively.

Deferred income tax assets and liabilities are offset when there is the legal right to offset current tax assets and liabilities, and when deferred income tax balances are related to the same tax authority. Current tax assets and liabilities are offset when the entity has the legal right to offset and intends to settle on a net basis, or to realize the asset and settle the liability simultaneously.

u. Provisions and others

Provisions are recognized when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that the Group will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

The provisions mainly include incentives given to distributors, associates, leaders and independent consultants, in the form of reward points, discounts and others, such as employee compensation (bonuses) not paid as of the date of the report, professional services fees, other services, among others.

The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation at the end of the reporting period, taking into account the risks and uncertainties surrounding the obligation. When a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows (when the effect of the time value of money is material).

Rewards program for distributors, associates, leaders and independent consultants:

The Group has a reward program, which is offered through its business segments, to distributors and associates in Betterware, and to consultants, including leaders, in Jafra. Its objective is to promote the fulfillment of specific objectives in the development of commercial activities of the business but considered separate and distinct services from sales. In the case of Distributor and Associate Rewards, Betterware rewards its Distributors for enrolling new Associates and appointing new Distributors, while Associates receive such rewards for referring new Associates and staying active. In the case of rewards to Consultants, including Jafra leaders, they are awarded for sponsorship when they manage to hire a new direct sponsor or based on the commercial activities carried out by the group or lineage to which they are related. In this way, the members of this independent sales force help expand the organization and sales channels, and at the same time commit to developing their network of contacts and vendors.

These rewards can be in:

- a) Points redeemable for products that the Group purchases from other suppliers. Points expire according to the commercial terms established by the Group, and can be modified at management's discretion; and
- b) cards with a cash balance preload redeemable with certain providers, specifically in the Jafra segment, both for consultants and leaders depending on the business activities carried out by the group or lineage to which they are related.

The Group evaluates the performance of distributors, partners, and consultants, including their leaders at each reporting date based on an estimate of their achievement of the program's established objectives, and recognizes the corresponding expense, presenting it as a selling expense with a provision recorded as the offsetting entry. The provision is reduced when points are redeemed for available products (rewards). The value of the rewards program and the related expense are determined based on the fair value of the services received, taking into account management's analysis of similar services in the market.

v. Accounts payable to suppliers and accrued expenses

Current liabilities, such as accounts payable to suppliers and other accrued expenses (accrued or not), whether for personnel costs or other operating costs, make up the working capital used in the entity's normal operating cycle. These balances represent liabilities for goods and services provided to the Group before the end of the year that have not been paid. Suppliers and other accrued expenses are presented as current liabilities, unless payment is not payable within 12 months of the reporting period. They are initially recognized at fair value and subsequently valued at amortized cost using the effective interest rate method.

Trade accounts payable to the Group's suppliers principally comprise amounts outstanding for trade purchases, raw material and ongoing costs.

The Company, for the ease and benefit of its suppliers, has entered into supplier financing agreements with financial institutions and banks (collectively Bank), under which the Bank pays the Company's obligations with the supplier in advance. The Company pays the Bank within the period originally specified in the invoices and the costs arising from these agreements are absorbed by the suppliers. This way, there is no extension of payment terms or changes to the original conditions. of liabilities (amount, nature, function and maturity), therefore, their terms are not substantially different from those of trade payables. Given the conditions of the agreement described above, the Company presents the balance of the suppliers that are part of the agreement in the "Accounts payable to suppliers" item in the statement of financial position. The Bank acts as an agent, therefore, it is considered an extension of the Company's operations. Therefore, for the purposes of the consolidated statement of cash flows, when the bank pays to the supplier it is considered an operating cash outflow and a financing cash inflow, when the Company subsequently makes the payment to the bank, it is classified as a financing cash outflow.

w. Revenue recognition

The Group's main business is direct-to-consumer sales, carried out through two business segments home organization products ("Betterware segment" or "BWM segment") and beauty and personal care products ("Jafra segment"), these products are sold to its main customers: BWM distributors and Jafra leaders and consultants. To this end, the Group enters into contracts in each business with its distributors, consultants and leaders for the purchase and sale of products (without there being a permanent contract link).

The Group has identified two performance obligations:

- Sale of products in the home organization segment and the beauty and personal care segment.
- Deferred income for granting points to its distributors, leaders and independent consultants for sales volume.

Both performance obligations are detailed below:

The income recognized by the Group includes the fair value of the consideration received or to be received for the sale of products from the home organization and beauty and personal care segments, as well as services in the ordinary course of the transactions, and are presented in the consolidated statement of profit or loss, net of the amount of variable considerations (discounts and product returns). To recognize revenues from contracts with its distributors, leaders and independent consultants, the Group applies a comprehensive model, which is based on a five-step approach consisting of the following: (1) identify the contract (verbal or written); (2) identify performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to each performance obligation in the contract; and (5) recognize revenue when the Group satisfies a performance obligation. The Group recognizes revenue at a point in time, when it transfers control over a product to a customer, which occurs when the customers take delivery of the products and formally accept them.

The Group sends the invoices for the sale of home organization and beauty and personal care products to its distributors, leaders and independent consultants at shipment date with payment terms between 15 and 30 days. Distributors, leaders and independent consultants are allowed to request a product return only if the product has quality, technical issues, or physical damages. However, this right qualifies as an assurance-type warranty (and not a performance obligation) related to the functionality of the products sold.

Betterware's discounts to distributors and associates are included in the invoice price and are presented in the net sales line item from the moment in which the customer acquires control of the products sold. Therefore, the management does not perform estimates over discounts to be taken by the customers. Jafra does not give discounts to leaders and consultants on the invoice price.

Loyalty program (The Group's reward points program):

The Group operates loyalty programs (Reward points program) through Betterware's distributors and associates, and Jafra's leaders and consultants accumulate points on sales of goods that entitle them to exchange the points for products the Group acquires from different suppliers. Since these points provide a benefit to Betterware distributors and associates and Jafra leaders and consultants that they would not receive without purchasing the Group's products, this loyalty program and points system represent a separate performance obligation.

Therefore, the price of the sales transaction in which points are generated is allocated between the Betterware or Jafra product sold and the points awarded in the transaction, on a separate sales price basis. The stand-alone selling price per point is estimated based on the fair value of the product to be given when the points are redeemed by the distributors and associates and the likelihood of redemption, as evidenced by the Group's historical experience. Considering the above, in the accounting record of the sale, the Group recognizes a contractual liability (liability for contract with customers) that is presented in the consolidated statement of financial position, for the revenue related to points earned at the time of the initial sales transaction, reducing the income recognized in the initial sale of the goods. Subsequently, revenue from the loyalty points is recognized when the points are redeemed by the customer and exchanged for the related products. Revenue for points that are not expected to be redeemed is recognized in proportion to the pattern of rights exercised by customers.

Based on contractual agreements, income from loyalty program points is recognized in the income statement item in the income statement net of the cost corresponding to the rewards inventory when the Group acts as an intermediary between its client and the third-party supplier;

Variable considerations

The Group adjusts the transaction price according to the estimations that may result in a variable consideration. These estimates are determined according to the terms and conditions of the contracts with the customer, the history or the customer's performance.

Contract costs

The Group recognizes the incremental costs to obtain a contract with a client in the consolidated results of the period because they correspond to contracts with a duration of less than one year, in line with the revenue recognition model concerning the transfer of the goods related to the cost.

x. *Earnings per share*

The amount of basic earnings per share is calculated by dividing the net income for the period attributable to shareholders of the Group's ordinary shares by the weighted average of the ordinary shares outstanding during the period.

The amount of diluted earnings per share is calculated by dividing the net income attributable to shareholders of the Group's common shares (after adjusting for interest on convertible preferred shares, if applicable) by the weighted average of the common shares outstanding during the period plus the weighted average number of ordinary shares that would have been issued at the time of converting all diluted potential ordinary shares into ordinary shares.

y. *Contingencies*

Significant obligations or losses related to contingencies are recognized when it is probable that their effects will materialize and there are reasonable elements for their quantification. If these reasonable elements do not exist, their disclosure is included qualitatively in the notes to the consolidated financial statements. Income, profits or contingent assets are recognized until such time as there is certainty of their realization.

z. *Social capital*

The Group's ordinary shares are classified as share capital within stockholders' equity and are expressed at their historical cost.

When any entity of the Group purchases shares issued by the company (treasury shares), the consideration paid, including the costs directly attributable to said acquisition (net of taxes), is recognized as a decrease in the Group's capital until the shares are canceled or reissued. When these shares are reissued, the consideration received, including incremental costs directly attributable to the transaction (net of tax) is recognized in the Group's capital.

The Group's share repurchases have been carried out through the stock exchange on which they are listed (previously on Nasdaq and beginning in June 2024, on the New York Stock Exchange "NYSE") and are carried out with a charge to the Group's stockholders' equity; The maximum repurchase amount is approved by the Board of Directors for each fiscal year, without said repurchases exceeding the company's net profits (including retained profits).

In accordance with the Mexican General Corporate Law, the Group has its legal reserve of 20% of the historical capital, in order to maintain a minimum amount of capital in the reserve in the event of an unforeseen need for funds, which is recognized in retained earnings.

Retained earnings correspond to the accumulated results of previous year's net of dividend payments.

3. Changes in material accounting policies

Application of new and revised International Financial Reporting Standards ("IFRSs" or "IAS") that are mandatorily effective for the current year

In the current year, the Group has applied a number of new and amended IFRS and interpretations issued by the International Accounting Standards Board ("IASB") that are mandatorily effective for an accounting period that begins on or after January 1, 2025. The conclusions related to their adoption are described as follows:

New and amended IFRS Standards that are effective for the current year

The Group adopted the following amendments in the current year:

- Amendments to IAS 21 – Absence of Convertibility ⁽¹⁾. The Group did not have an impact from this amendment because it has not entered into transactions with currencies that are considered non-exchangeable so far.

New and revised IFRS Standards in issue but not yet effective

As of the date of issuance of these financial statements, the Group has not applied the following new and revised IFRS, nor improvements issued by the IASB that have been published but are not yet effective.

- IFRS 18 Presentation and Disclosure in Financial Statements (effective for annual periods beginning on or after 1 January 2027). IFRS 18 will replace IAS 1 Presentation of financial statements, introducing new requirements that will help to achieve comparability of the financial performance of similar entities and provide more relevant information and transparency to users. Even though IFRS 18 will not impact the recognition or measurement of items in the financial statements, its impacts on presentation and disclosure are expected to be pervasive, in particular those related to the statement of financial position, statement of profit or loss and the disclosure of performance measures defined by Management within the financial statements.

Management is currently assessing the detailed implications of applying the new standard on the Group's consolidated financial statements. From the high-level preliminary assessment performed, the following potential impacts have been identified:

- Although the adoption of IFRS 18 will have no impact on the Group's net profit, the Group expects that grouping items of income and expenses in the statement of profit or loss into the new categories will impact on how operating profit is calculated and reported. From the high-level impact assessment that the Group has performed, the following items might potentially impact operating profit:
 - o IFRS 18 has specific requirements regarding the category in which gains or losses on derivatives are recognized, which is the same category as the risk-related income and expenses used for managing derivatives.

- The line items presented on the primary financial statements might change as a result of the application of the concept of ‘useful structured summary’ and the enhanced principles on aggregation and disaggregation. In addition, since goodwill will be required to be separately presented in the statement of financial position, the Group will disaggregate goodwill and other intangible assets and present them separately in the statement of financial position.
- The Group does not expect there to be a significant change in the information that is currently disclosed in the notes because the requirement to disclose material information remains unchanged; however, the way in which the information is grouped might change as a result of the aggregation/disaggregation principles. In addition, there will be significant new disclosures required for:
 - o Management-defined performance measures;
 - o a break-down of the nature of expenses for line items presented by function in the operating category of the statement of profit or loss – this break-down is only required for certain nature expenses; and
 - o for the first annual period of application of IFRS 18, a reconciliation for each line item in the statement of profit or loss between the restated amounts presented by applying IFRS 18 and the amounts previously presented applying IAS 1.
- From a cash flow statement perspective, IFRS 18 introduces changes to the starting point of cash flow and the way interest received and interest paid are presented.

The Group will apply the new standard from its mandatory effective date of January 1, 2027. Retrospective application is required, and so the comparative information for the financial year ending December 31, 2026, 2025 and 2024, will be restated in accordance with IFRS 18.

In addition, the Group does not see potential impacts from its adoption, of the following standards and amendments considering that some are not of significant applicability and others are totally not applicable to the balances and transactions carried out by the Group.

- Amendments to IFRS 9 and IFRS 7 – Classification and Measurement of Financial Instruments ⁽¹⁾. The Group does not expect these amendments to have an impact on the measurement and classification of its financial instruments.
- Amendments to IFRS 9 and IFRS 7 – Accounting for nature-dependent electricity contracts ⁽¹⁾. The Group does not expect that these modifications will have an impact derived from this amendment because to date it has not contracted electricity services dependent on nature.
- Annual Amendments to International Financial Reporting Standards – Volume 11 ⁽¹⁾. The Group does not foresee any impacts from the annual amendments considering that the main purpose of these amendments is to increase the clarity of the affected standards.
- IFRS 19 – Disclosures by Subsidiaries without Public Accountability ⁽²⁾. The Group is in the process of analyzing the new requirements and the benefits of reduced disclosures when adopting IFRS 19. The Group will evaluate the possible impacts on entities that could adopt this new standard to determine whether it will choose to apply IFRS 19.

(1) Effective for annual periods beginning on or after January 1, 2026.

(2) Effective for annual periods beginning on or after January 1, 2027.

4. Material accounting judgments and key sources of estimation uncertainty

In the application of the Group's accounting policies, which are described in note 2, management of the Group is required to make judgments, estimates, and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources. The judgments, estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant. Actual results may differ from these estimates.

The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period, or in the period of the revision and future periods if the revision affects both current and future periods.

The significant estimates impacting the Group's consolidated financial statements are as follows:

- Key assumptions used in the ongoing assessment of goodwill impairment, indefinite useful life brands and other long-lived assets.

The Group annually carries out, and when there are indications of impairment, evaluations to identify possible losses due to impairment in goodwill, brands with indefinite useful life and other long-lived assets, for which key assumptions are used in the calculation of the recovery value (see note 11). For the purposes of these impairment tests, goodwill and brands with an indefinite useful life are assigned to the group of cash-generating units ("CGU") with respect to which the Group considers that corresponding economic and operational synergies are generated. The recoverable amounts of the CGU group have been determined based on calculations of their fair value less disposal costs, which requires the use of significant estimates and judgments. The assumptions most significant are the following:

- Discount rate based on the weighted average cost of capital (WACC) of the group of CGU.
- Average revenue growth rate.

5. Cash and cash equivalents

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Cash on hand in banks	Ps. 325,409	287,968	383,114
Time deposits	<u>2,935</u>	<u>8,590</u>	<u>166,616</u>
	Ps. 328,344	296,558	549,730

6. Trade account receivables

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Trade account receivables	Ps. 1,535,212	1,490,035	1,404,541
Expected credit loss	<u>(353,765)</u>	<u>(356,942)</u>	<u>(332,086)</u>
	Ps. 1,181,447	1,133,093	1,072,455

As of December 31, 2025, 2024 and 2023, the payment period granted to customers is 14 and 30 days for Betterware and Jafra, respectively. No interest is charged on outstanding accounts receivable.

The Group measures the loss reserve for commercial accounts receivable in an amount equal to the expected lifetime credit loss. Expected credit losses in accounts receivable are estimated using a provisions matrix with reference to the debtor's previous default history and an analysis of the debtor's current financial situation, adjusted for factors specific to the debtors and the general economic conditions of the industry in which the debtors operate, and assessing both current and predicted conditions as of the reporting date.

The Management has applied significant estimation to determine the estimated expected credit losses as of December 31, 2025, 2024 and 2023. The expected credit loss calculation is adjusted to reflect forward-looking information on macroeconomic factors that could affect customers' ability to repay their debts.

The Group cancels an account receivable when there is information that indicates that the debtor is experiencing serious financial difficulties and there is no realistic prospect of recovery, e.g. when the debtor has been placed in liquidation or has entered bankruptcy proceedings, or when a commercial account receivable is more than one year old, whichever occurs first. For the years ended December 31, 2025, 2024 and 2023, Ps. 299,945, Ps. 321,399 and Ps. 94,194 have been canceled, respectively.

The following tables show the expected lifetime credit loss recognized for commercial trade accounts receivable, in accordance with the simplified approach established in IFRS 9.

As of December 31, 2025	Commercial trade receivables – days past due								Total
	Not past due	Betterware de México			Jafrá in Mexico and United States			Total	
		14-21	21-28	>28	Not past due	>30-59	>60-120		
Expected credit loss rate	0%	0%	3%	63%	3%	25%	60%	81%	
Gross amount of account receivable	Ps. 453,964	94,156	20,989	187,630	419,419	96,295	72,111	190,648	1,535,212
Expected credit loss	Ps. 825	46	697	118,952	12,021	23,844	43,048	154,332	353,765

As of December 31, 2024	Commercial trade receivables – days past due								Total
	Not past due	Betterware de México			Jafrá in Mexico and United States			Total	
		14-21	21-28	>28	Not past due	>30-59	>60-120		
Expected credit loss rate	2%	5%	11%	63%	7%	26%	58%	75%	
Gross amount of account receivable	Ps. 471,339	26,320	15,129	165,967	466,770	85,258	73,850	185,402	1,490,035
Expected credit loss	Ps. 9,090	1,342	1,696	105,099	34,945	22,379	42,518	139,873	356,942

As of December 31, 2023	Commercial trade receivables – days past due								Total
	Not past due	Betterware de México			Jafrá in Mexico and United States			Total	
		14-21	21-28	>28	Not past due	>30-59	>60-120		
Expected credit loss rate	2%	8%	14%	58%	8%	26%	57%	76%	
Gross amount of account receivable	Ps. 456,616	25,165	16,939	175,534	418,654	79,281	61,568	170,784	1,404,541
Expected credit loss	Ps. 8,935	2,104	2,455	101,305	31,511	20,622	35,281	129,873	332,086

The following tables show the movement in lifetime expected credit loss that has been recognized for commercial trade account receivables, in accordance with the simplified approach set out in IFRS 9.

	Total
Balance as of January 1st, 2023	Ps. (121,792)
Expected credit loss	(304,501)
Amounts written off	94,194
Foreign currency translation effect	13
Balance as of December 31, 2023	(332,086)
Expected credit loss	(346,124)
Amounts written off	321,399
Foreign currency translation effect	(131)
Balance as of December 31, 2024	(356,942)
Expected credit loss	(296,815)
Amounts written off	299,945
Foreign currency translation effect	47
Balance as of December 31, 2025	Ps. (353,765)

Long term account receivable from the sale of the “San Angel” property

As of December 31, 2024, the Company recognized an account receivable derived from the sale of the San Ángel Jafra property, the sale was agreed for a total price of Ps. 385,700, of which as of December 31, 2025 and 2024, the amount of Ps. 134,397 and Ps. 140,000 was collected, respectively. As of December 31, 2025, the balance of Ps. 111,303 will be collected in three semiannual payments ending in 2027. The account receivable was initially recognized at fair value, which was determined as the present value of future cash flows using an effective rate of 10.1%. As of December 31, 2025 and 2024, the Management decided not to recognize an expected credit loss effect on San Ángel’s account receivable because it was considered that the probability of non-collection is low and the payments are secured with the mortgage of the same property.

7. Inventories and cost of sales

	2025	2024	2023
Finished goods	Ps. 1,277,162	1,877,018	1,395,220
Packing material	276,331	272,958	257,686
Raw materials	169,466	117,689	130,341
	1,722,959	2,267,665	1,783,247
Merchandise in transit	274,238	237,428	247,286
	Ps. 1,997,197	2,505,093	2,030,533

Inventories recognized within the cost of sales less the amount of depreciation assigned to the cost of the product in the consolidated statement of income amounted to Ps. 4,708,578, Ps. 4,479,741 and Ps. 4,230,600 for the years of 2025, 2024, and 2023, respectively.

The cost of inventories recognized as an expense includes Ps. 133,579, Ps. 78,932 and Ps. 81,913, for the years 2025, 2024 and 2023, respectively, in respect of write-downs of inventory to net realizable value. Such write-downs have been recognized to account for obsolete inventories.

Meanwhile, the effect of derivative financial instruments designated as accounting hedges recognized in other comprehensive income during 2025 amounted to Ps. (26,238). During the year, the Company transferred Ps. 56,127 directly to the cost of inventories; Of this amount, Ps. 39,294 affected cost of sales during the year and Ps. 16,833 remain capitalized in inventories as of December 31, 2025.

8. Prepaid expenses

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Premiums paid in advance for insurance	Ps. 33,128	28,043	21,419
Advances to suppliers	30,722	28,555	32,773
Other	27,828	31,084	23,276
	<u>Ps. 91,678</u>	<u>87,682</u>	<u>77,468</u>

9. Other assets

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Inventory of rewards	Ps. 82,525	130,411	204,117
Security deposit	13,387	14,366	13,325
Rewards catalogs	5,669	7,860	11,233
Recoverable taxes	2,562	2,290	1,741
Accounts receivable from consultors	2,201	1,660	41,699
Other receivables	13,667	5,246	12,330
	<u>120,011</u>	<u>161,833</u>	<u>284,445</u>
Current	105,770	147,329	230,688
Non-current	14,241	14,504	53,757
	<u>Ps. 120,011</u>	<u>161,833</u>	<u>284,445</u>

10. Property, plant and equipment, net

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Acquisition cost	Ps. 2,334,168	2,281,654	3,258,234
Accumulated depreciation	(617,217)	(480,179)	(347,881)
	<u>Ps. 1,716,951</u>	<u>1,801,475</u>	<u>2,910,353</u>

<u>Acquisition cost:</u>	<u>As of December 31, 2024</u>	<u>Additions</u>	<u>Disposals</u>	<u>Transfers</u>	<u>Foreign currency translation</u>	<u>As of December 31, 2025</u>
Land	Ps. 287,665	-	-	-	-	287,665
Molds and machinery	643,484	1,225	(7,103)	8,301	-	645,907
Vehicles	31,481	948	(4,482)	-	-	27,947
Computers and equipment	193,976	5,439	(18,042)	3,535	(816)	184,092
Leasehold improvements	153,660	966	(18,677)	13,931	-	149,880
Buildings	945,252	-	-	-	-	945,252
Construction in progress	26,136	94,485	(1,356)	(25,767)	(73)	93,425
	<u>Ps. 2,281,654</u>	<u>103,063</u>	<u>(49,660)</u>	<u>-</u>	<u>(889)</u>	<u>2,334,168</u>

Accumulated depreciation:		As of December 31, 2024	Depreciation expense	Disposals	Foreign currency translation	As of December 31, 2025
Molds and machinery	Ps.	(248,814)	(76,756)	5,690	-	(319,880)
Vehicles		(19,084)	(5,719)	3,642	-	(21,161)
Computers and equipment		(68,999)	(37,882)	17,050	-	(89,831)
Leasehold improvements		(18,501)	(13,980)	18,144	-	(14,337)
Buildings		(124,781)	(47,227)	-	-	(172,008)
	Ps.	(480,179)	(181,564)	44,526	-	(617,217)

Acquisition cost:		As of December 31, 2023	Additions	Disposals	Transfers	Foreign currency translation	As of December 31, 2024
Land	Ps.	1,302,493	-	(808,247)	(206,581)	-	287,665
Molds and machinery		611,337	207	(4,426)	36,366	-	643,484
Vehicles		32,193	2,284	(2,996)	-	-	31,481
Computers and equipment		126,324	21,808	(10,199)	31,583	24,460	193,976
Leasehold improvements		38,562	-	(15,856)	130,954	-	153,660
Buildings		1,062,347	1,021	(118,116)	-	-	945,252
Construction in progress		84,978	148,603	(8,594)	(198,903)	52	26,136
	Ps.	3,258,234	173,923	(968,434)	(206,581)	24,512	2,281,654

(*) Transfer to assets held for sale see note 1d.

Accumulated depreciation:		As of December 31, 2023	Depreciation expense	Disposals	Foreign currency translation	As of December 31, 2024
Molds and machinery	Ps.	(174,392)	(78,360)	3,938	-	(248,814)
Vehicles		(14,060)	(7,000)	1,976	-	(19,084)
Computers and equipment		(17,554)	(39,008)	9,964	(22,401)	(68,999)
Leasehold improvements		(27,569)	(6,750)	15,818	-	(18,501)
Buildings		(114,306)	(49,030)	38,555	-	(124,781)
	Ps.	(347,881)	(180,148)	70,251	(22,401)	(480,179)

Acquisition cost:		As of January 1, 2023	Additions	Disposals	Transfers	Foreign currency translation	As of December 31, 2023
Land	Ps.	1,302,493	-	-	-	-	1,302,493
Molds and machinery		558,027	1,002	(9,058)	61,366	-	611,337
Vehicles		21,773	2,099	(3,168)	11,489	-	32,193
Computers and equipment		122,502	16,583	(11,879)	17,593	(18,475)	126,324
Leasehold improvements		43,238	-	(4,820)	144	-	38,562
Buildings		1,032,032	-	-	30,315	-	1,062,347
Construction in progress		110,232	105,871	(9,900)	(120,907)	(318)	84,978
	Ps.	3,190,297	125,555	(38,825)	-	(18,793)	3,258,234

Accumulated depreciation:		As of January 1, 2023	Depreciation expense	Disposals	Foreign currency translation	As of December 31, 2023
Molds and machinery	Ps.	(103,267)	(74,657)	3,532	-	(174,392)
Vehicles		(9,095)	(5,968)	1,003	-	(14,060)
Computers and equipment		(7,997)	(37,443)	11,829	16,057	(17,554)
Leasehold improvements		(31,066)	(1,323)	4,820	-	(27,569)
Buildings		(65,498)	(48,808)	-	-	(114,306)
	Ps.	(216,923)	(168,199)	21,184	16,057	(347,881)

Depreciation expense is included in administrative expenses and cost of sales line in the consolidated statement of profit or loss and other comprehensive income.

The Group built a distribution center, which was ready to use in 2021 and it was started to capitalization began to be capitalized in that year, however, the construction remainder was completed until 2023. As of December 31, 2023, the total payments related to this construction amounted to Ps. 2,349. The total investment amounted to Ps. 1,110,807. The Group did not capitalize interest of loans incurred in the construction of the distribution center as of December 31, 2023.

As of December 31, 2024, the Group carried out the sale of the properties “Las Flores” and “San Ángel” for the price of Ps. 16,500 and Ps. 385,700, respectively. As a result of the sale of said properties, the Group recognized an accounting loss of Ps. 60,614 and Ps. 469,108, respectively, as described in note 1b.

As of December 31, 2025 and 2024, the Company shown in its statement of financial position, the O’Farril land in Jafra Mexico as assets classified as held for sale for a value of Ps. 40,000. At the end of 2024, the carrying amount of O’Farril was Ps. 206,581 (value recorded in the acquisition of Jafra businesses), which was impaired to its fair value of Ps. 166,581 due to the decrease in the market value of the properties in Mexico City.

11. Goodwill

	<u>As of December 31, 2024</u>	<u>Additions</u>	<u>Disposals</u>	<u>As of December 31, 2025</u>
Cost	Ps. 1,599,718	-	-	1,599,718
	<u>As of December 31, 2023</u>	<u>Additions</u>	<u>Disposals</u>	<u>As of December 31, 2024</u>
Cost	Ps. 1,599,718	-	-	1,599,718
	<u>As of January 1, 2023</u>	<u>Additions</u>	<u>Disposals</u>	<u>As of December 31, 2023</u>
Cost	Ps. 1,599,718			1,599,718

Goodwill and indefinite-lived intangible assets are allocated to those cash-generating units or group of cash-generating units that are expected to benefit from the synergies of the related business combination, and these represent the lowest level within the Group at which management monitors goodwill. The level of cash-generating units or group of cash-generating units is based on management’s monitoring of the operating business.

The Group’s goodwill balances were allocated as follows:

	<u>As of December 31:</u>		
	<u>2025</u>	<u>2024</u>	<u>2023</u>
Jafra Mexico	Ps. 1,250,132	1,250,132	1,250,132
Betterware	348,441	348,441	348,441
Finayo	1,145	1,145	1,145
Total	<u>Ps. 1,599,718</u>	<u>1,599,718</u>	<u>1,599,718</u>

Jafra Mexico's goodwill corresponds to the resulting excess between the consideration paid and the fair values of the net assets acquired on the date of acquisition by Betterware de México, S.A.P.I. de C. V., about the companies Jafra Cosmetics International S.A. de C.V., Jafra México Holding B.V., and Jafra Cosmetics International Inc.

Betterware goodwill corresponds to the excess between the consideration given and the fair values of the net assets acquired on the acquisition date by Betterware Latinoamérica Holding México, S.A. de C.V. (BLHM) and Strevo Holding, S.A. de C.V.

Finayo's goodwill corresponds to the resulting excess between the consideration paid and the fair values of the net assets acquired on the date of acquisition by Betterware de México, S.A.P.I. de C. V., on Finayo, S.A.P.I. of C.V. SOFOM ENR.

Impairment tests

The Company annually tests the recoverable amount of its goodwill and indefinite-lived intangible assets that amount to Ps. 1,599,718 and Ps. 1,102,106, respectively, of which Ps. 1,250,132 and Ps. 849,106, respectively, relates to the Jafra Mexico group of cash generating units (CGU).

Cash-generating units where goodwill is allocated are tested for impairment at least annually. All other individual assets or cash-generating units are tested for impairment whenever events or changes in circumstances indicate that their carrying amount may not be recoverable.

The recoverable value of CGUs or group of CGUs was based on fair value less costs of disposal, estimated using discounted cash flows. The fair value measurement was classified as Level 3 fair value based on the inputs to the valuation technique used.

The values assigned to the key assumptions represent the administration's assessment of future trends in relevant industries and are based on historical data from external and internal sources.

As of December 31, 2025, 2024 and 2023, the estimated recoverable amount of the group of CGUs exceeded its carrying amount.

The key assumptions used in the estimation of the recoverable amount are set out below:

In percentages	2025		2024		2023	
	Betterware	Jafra México	Betterware	Jafra México	Betterware	Jafra México
Discount rate	11.1	14.8	12.4	15.1	14.7	16.7
Average revenue growth rate	5.5	6.9	4.6	14.5	5.0	9.0

The discount rate was based on the historical industry average, weighted-average cost of capital and a market interest rate.

The average revenue growth rate is derived from management plans that are in line with industry behavior.

Other assumptions:

In percentages	2025		2024		2023	
	Betterware	Jafra México	Betterware	Jafra México	Betterware	Jafra México
Terminal value growth rate	3.7	3.0	3.7	3.0	3.3	3.3
EBITDA margin (earnings before interest, taxes, depreciation and amortization)	23.4	20.0	22.2	20.6	27.5	19.0

The cash flow projections included specific estimates for 5 years and a terminal growth rate thereafter. The terminal growth rate was determined based on management's estimate of the long-term compound annual EBITDA growth rate, consistent with the assumptions that a market participant would make. For Betterware, a terminal growth rate of 1.0% was used to corroborate that even then there would be no impairment of the assets.

Budgeted EBITDA was estimated taking into account past experience and a revenue growth rate projected taking into account the average growth levels experienced over the past 5 years and the estimated sales volume and price growth for the next five years. It was assumed that the sales price would increase in line with forecast inflation over the next five years.

There are no reasonably possible changes in any of the key assumptions that would result in potential impairment.

12. Intangible assets, net

		<u>2025</u>	<u>2024</u>	<u>2023</u>	
Acquisition cost	Ps.	1,902,774	1,891,360	1,883,780	
Accumulated depreciation		(398,887)	(321,137)	(233,827)	
	Ps.	<u>1,503,887</u>	<u>1,570,223</u>	<u>1,649,953</u>	
<u>Acquisition cost:</u>	<u>As of December 31, 2024</u>	<u>Additions</u>	<u>Disposals</u>	<u>Foreign currency translation</u>	<u>As of December 31, 2025</u>
Brand	Ps. 1,102,106	-	-	-	1,102,106
Customer relationships	617,808	-	-	-	617,808
Software	165,720	11,265	-	-	176,985
Brands and logo rights	5,726	149	-	-	5,875
	Ps. 1,891,360	11,414	-	-	1,902,774
<u>Accumulated amortization:</u>	<u>As of December 31, 2024</u>	<u>Amortization expense</u>	<u>Disposals</u>	<u>Foreign currency translation</u>	<u>As of December 31, 2025</u>
Customer relationships	Ps. (190,854)	(47,218)	-	(712)	(238,784)
Software	(125,039)	(29,725)	-	-	(154,764)
Brands and logo rights	(5,244)	(95)	-	-	(5,339)
	Ps. (321,137)	(77,038)	-	(712)	(398,887)
<u>Acquisition cost:</u>	<u>As of December 31, 2023</u>	<u>Additions</u>	<u>Disposals</u>	<u>Foreign currency translation</u>	<u>As of December 31, 2024</u>
Brand	Ps. 1,102,106	-	-	-	1,102,106
Customer relationships	617,808	-	-	-	617,808
Software	158,242	7,478	-	-	165,720
Brands and logo rights	5,624	102	-	-	5,726
	Ps. 1,883,780	7,580	-	-	1,891,360

Accumulated amortization:		As of December 31, 2023	Amortization expense	Disposals	Foreign currency translation	As of December 31, 2024
Customer relationships	Ps.	(142,146)	(52,451)	-	3,743	(190,854)
Software		(86,522)	(38,517)	-	-	(125,039)
Brands and logo rights		(5,159)	(85)	-	-	(5,244)
	Ps.	(233,827)	(91,053)	-	3,743	(321,137)

Acquisition cost:		As of January 1, 2023	Subsidiaries' Acquisitions	Additions	Disposals	Foreign currency translation	As of December 31, 2023
Brand	Ps.	1,102,106	-	-	-	-	1,102,106
Customer relationships		617,808	-	-	-	-	617,808
Software		152,783	5,459	-	-	-	158,242
Brands and logo rights		5,572	52	-	-	-	5,624
	Ps.	1,878,269	5,511	-	-	-	1,883,780

Accumulated amortization:		As of January 1, 2023	Amortization expense	Disposals	Foreign currency translation	As of December 31, 2023
Customer relationships	Ps.	(84,145)	(52,551)	-	(5,450)	(142,146)
Software		(45,159)	(41,363)	-	-	(86,522)
Brands and logo rights		(5,083)	(76)	-	-	(5,159)
	Ps.	(134,387)	(93,990)	-	(5,450)	(233,827)

Brands:

- The “Betterware” brand is an intangible asset with an indefinite useful life and a carrying amount of Ps. 253,000, which is presented in the consolidated statements of financial position. This brand was transmitted to the Group through a merger carried out on July 28, 2017, with Strevo Holding, S.A. de C.V. (a related party under common control). Strevo obtained such brand when acquiring the majority of the Betterware’s shares in March 2015.
- The “Jafra” brands are intangible assets with an indefinite useful life and a carrying amount of Ps. 849,106, which is presented in the consolidated statements of financial position. Since the business combination with the Group on the date of on April 7, 2022, the Jafra brands were valued at their fair value.

Brands are not amortized. The Company annually tests the recoverable amount of its goodwill and indefinite-lived intangible assets that amount to Ps. 1,599,718 and Ps. 1,102,106, respectively, of which Ps.1,250,132 and Ps. 849,106, respectively, relates to the Jafra Mexico group of cash generating units (CGU).

Customer relationships:

- The intangible for the relationship with customers of Betterware was transferred to the Group through a merger with Strevo carried out on July 28, 2017, this intangible asset has a useful life of ten years and is amortized using the straight-line method.

- The intangible for the relationship with customers of Jafra arose from the valuation of assets acquired and liabilities assumed by business combination dated April 7, 2022, this intangible asset has a useful life of twelve years and are amortized using the straight-line method. The calculation comprised the revenues attributable to Jafra Mexico and the total number of consultants as of the valuation date. In addition, future revenues, growth rate and desertion were projected.

The customer relationships balance of the Group is described below:

	As of December 31:		
	2025	2024	2023
Betterware	Ps. -	1,067	7,467
Jafra Mexico	379,024	425,887	468,195
Total of customers relationships	Ps. 379,024	426,954	475,662

Brands and logo rights

- Betterware has incurred expenses related to the registration of trademarks and logos rights with intellectual property authorities, which have a defined life, are amortized linearly over their estimated useful life, which ranges from 10 to 30 years. As of December 31, 2025, 2024 and 2023, intangible assets for brands and logo rights are presented in the consolidated statement of financial position for a total of Ps. 536, Ps. 482, and Ps. 465, respectively.

At each reporting date, the Group reviews the carrying amounts of its intangible assets with a definitive life to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. As of December 31, 2025, 2024 and 2023, the Group has not identified indications of impairment.

In relation to impairment of intangible assets with indefinite useful life (brand), the Group estimates the recoverable amount of the intangible asset which is based on fair value less costs of disposal, estimated using discounted cash flows. The fair value measurement was categorized as a Level 3 fair value based on the inputs in the valuation technique used (see note 11).

13. Leases

Right-of-use assets, net

The Group leases cars, computers, servers, printers, warehouses and buildings (Jafra distribution center and commercial venues) with different expiration dates, with the latest expiration date in 2034. These leases were recorded as right of use assets as follows:

	2025	2024	2023
Cost	Ps. 726,668	621,394	556,293
Accumulated depreciation	(390,080)	(307,371)	(194,732)
	Ps. 336,588	314,023	361,561

		As of December 31, 2024	Additions	Disposals	Foreign currency translation	As of December 31, 2025
Vehicles	Ps.	183,974	60,748	(1,790)	(1,649)	241,283
Buildings		234,433	428	(57,825)	(7,504)	169,532
Warehouses		127,369	96,644	-	(5,299)	218,714
Office furniture and equipment		8,828	1,935	(397)	-	10,366
Computer equipment		66,790	19,983	-	-	86,773
Cost	Ps.	621,394	179,738	(60,012)	(14,452)	726,668
		As of December 31, 2024	Additions	Disposals	Foreign currency translation	As of December 31, 2025
Vehicles	Ps.	(75,716)	(56,154)	168	1,080	(130,622)
Buildings		(80,393)	(28,633)	40,922	3,955	(64,149)
Warehouses		(90,544)	(30,703)	-	5,041	(116,206)
Office furniture and equipment		(5,569)	(3,178)	275	-	(8,472)
Computer equipment		(55,149)	(15,482)	-	-	(70,631)
Accumulated depreciation	Ps.	(307,371)	(134,150)	41,365	10,076	(390,080)
		As of December 31, 2023	Additions	Disposals	Foreign currency translation	As of December 31, 2024
Vehicles	Ps.	137,408	65,109	(20,809)	2,266	183,974
Buildings		225,936	-	(2,430)	10,927	234,433
Warehouses		117,854	4,036	(761)	6,240	127,369
Office furniture and equipment		8,395	433	-	-	8,828
Computer equipment		66,700	2,122	(2,032)	-	66,790
Cost	Ps.	556,293	71,700	(26,032)	19,433	621,394
		As of December 31, 2023	Additions	Disposals	Foreign currency translation	As of December 31, 2024
Vehicles	Ps.	(54,394)	(38,996)	18,999	(1,325)	(75,716)
Buildings		(40,178)	(33,812)	(2,344)	(4,059)	(80,393)
Warehouses		(59,919)	(26,560)	-	(4,065)	(90,544)
Office furniture and equipment		(2,919)	(2,650)	-	-	(5,569)
Computer equipment		(37,322)	(18,967)	1,140	-	(55,149)
Accumulated depreciation	Ps.	(194,732)	(120,985)	17,795	(9,449)	(307,371)

		As of January 1, 2023	Subsidiaries' Acquisitions	Additions	Disposals	Foreign currency translation	As of December 31, 2023
Vehicles	Ps.	107,542		49,934	(18,206)	(1,862)	137,408
Buildings		94,616		139,645	-	(8,325)	225,936
Warehouses		119,903		2,718	-	(4,767)	117,854
Office furniture and equipment		8,151		3,172	(2,928)	-	8,395
Computer equipment		51,612		15,088	-	-	66,700
Cost	Ps.	381,824		210,557	(21,134)	(14,954)	556,293

		As of January 1, 2023	Additions	Disposals	Foreign currency translation	As of December 31, 2023
Vehicles	Ps.	(20,918)	(41,266)	6,275	1,515	(54,394)
Buildings		(12,947)	(30,306)	1,647	1,428	(40,178)
Warehouses		(35,275)	(26,158)	-	1,514	(59,919)
Office furniture and equipment		(1,346)	(2,651)	1,078	-	(2,919)
Computer equipment		(17,773)	(19,549)	-	-	(37,322)
Accumulated depreciation	Ps.	(88,259)	(119,930)	9,000	4,457	(194,732)

The depreciation of assets for rights of use for the years ended December 31, 2025, 2024 and 2023 amounted to Ps. 134,150, Ps. 120,985 and Ps. 119,930, respectively, of which the amount of Ps. 130,192, Ps. 116,939, and Ps. 117,546, respectively, are presented in operating expenses and the remainder in cost of sales in the consolidated statement of income and other comprehensive income.

As of December 31, 2025, 2024 and 2023, the Group has master lease contracts for computers, servers, cars, BMW's corporate office, Jafra Mexico's distribution center, office equipment (printers), and premises in different regions.

As of December 31, 2025, 2024 and 2023, Betterware leased warehouses, offices, commercial space, and equipment, used in normal operations of the Group's companies, to which the short-term exemption was applied, considering that the lease term was for less than one year. The rental expense for the years ended December 31, 2025, 2024 and 2023, amounted to Ps. 51,162, Ps. 34,111 and Ps. 15,295, respectively.

Lease liability

The lease liabilities as of December 31, 2025, 2024 and 2023 are described below.

Lease liability	
Balance as of January 1, 2023	Ps. 291,908
Lease additions ⁽¹⁾	210,557
Lease disposals ⁽¹⁾	(12,298)
Rent payments (principal and interest) ⁽²⁾	(123,241)
Foreign currency translation ⁽¹⁾	(12,526)
Interest expense ⁽¹⁾	34,321
Balance as of December 31, 2023	388,721
Lease additions ⁽¹⁾	71,700
Lease disposals ⁽¹⁾	(7,849)
Rent payments (principal and interest) ⁽²⁾	(155,361)
Foreign currency translation ⁽¹⁾	13,009
Interest expense ⁽¹⁾	34,375
Balance as of December 31, 2024	344,595
Lease additions ⁽¹⁾	179,738
Lease disposals ⁽¹⁾	(23,515)
Rent payments (principal and interest) ⁽²⁾	(169,904)
Foreign currency translation ⁽¹⁾	(6,515)
Interest expense ⁽¹⁾	32,306
Balance as of December 31, 2025	Ps. 356,705

(1) Changes that do not represent cash flow

(2) Changes that represent cash flow

The maturity analysis of total future minimum lease payments, including non-accrued interest, is as follows:

Year	Amount
2026	Ps 158,399
2027	100,089
2028	51,287
2029	40,159
2030-2034	90,235
	Ps 440,169

14. Accounts payable to suppliers and accrued expenses

Trade accounts payables to the Group's suppliers principally comprise amounts outstanding for trade purchases, raw material, and ongoing costs.

The Group has financial risk management policies (see note 20) to ensure that all accounts payable are paid within the previously agreed credit terms.

Supplier finance arrangements:

Supplier financing agreements are characterized by one or more banks offering to pay the amounts a company owes its suppliers. The company subsequently pays the banks according to the original terms and conditions agreed upon with the suppliers. These agreements provide the entity's suppliers with early payment terms, compared to the payment due date of the related invoice.

The Group has established certain supplier financing agreements with five local banks (Banamex, BBVA, HSBC, Santander, and Sabadell), through which suppliers can discount their invoices before the payment period originally agreed upon with the Company. The Group is not involved in suppliers' decisions to join these programs, and there is no substantial impact on the payment terms, amounts payable, or their liquidity. Each supplier bears the financial cost of the discount. The Group has no financial interest in suppliers' decisions to participate in the program and does not provide any guarantees in connection with the agreements.

As of December 31, 2025, 2024, and 2023, the average payment period to Betterware's suppliers is 4 months mainly for its commercial purchases and to Jafra's suppliers is 30 days for the commercial area and 90 days for the manufacturing area, which is consistent both for suppliers that participate in financing agreements and for comparable ones that are not part of said programs, consequently, the Group liquidates the financial institution within the period originally agreed with the supplier.

There were no impacts on liabilities under supplier financing arrangements in any of the periods as a result of business combinations or exchange rate differences, nor were there any transfers of trade payables to financial debt.

The carrying amounts of liabilities under supplier financing arrangements are considered to reasonably approximate their fair values due to their short-term nature.

The existing financial arrangements are described below:

Bank	Company	Arrangements amount	Currency	Liabilities under finance arrangement			The supplier has received payment from the finance provider		
				2025	2024	2023	2025	2024	2023
Banamex	BWM	160,000	MXN	Ps. -	-	94,352	Ps. -	-	46,225
Banamex	BWM	16,500	USD	-	118,181	185,607	-	118,181	185,607
BBVA	BWM	800,000	MXN	173,882	163,065	114,495	114,652	109,083	86,786
BBVA	JAFRA	150,000	MXN	205,281	31,265	39,226	108,308	31,265	39,226
HSBC	BWM	50,000	USD	322,933	318,861	311,987	277,244	318,861	311,987
			MXN	91,030	124,291	100,835	65,686	103,498	80,923
HSBC	JAFRA	15,000	USD	17,841	56,369	1,480	7,959	56,369	1,480
Santander	BWM	10,000	USD	-	19,772	81,080	-	19,772	81,080
Sabadell	BWM	6,000	USD	-	16,388	28,514	-	16,388	28,514
				Ps. 810,967	848,192	957,576	Ps. 573,849	773,417	861,828

The Company pays banks an annual fee for supplier financing agreements. At the end of 2025, 2024 and 2023, this amounted to Ps. 6,888, Ps. 13,060 and Ps. 13,389, respectively.

Accrued expenses:

The Group's accrued expenses mainly comprise outstanding payment amounts (retention of income taxes and VAT) and social security's contributions (IMSS, SAR and INFONAVIT) expenses among other accrued expenses.

15. Debt and borrowings

The following table presents the Group's outstanding revolving credit facilities and long-term debt as of December 31, 2025, 2024 and 2023:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
a) Simple credit line joint and several obligation with BBVA, up to Ps. 1,500,000, with a term of 60 months and monthly interest payment at 28-day TIIE rate published in BANXICO, on non-working days, the TIIE rate could be at 26, 27 or 29 days, plus the applicable margin, such ordinary interest will be calculated by the number of days effectively elapsed over the base of a year 360 days, in addition, in case of default, interest will be paid at the ordinary interest rate multiplied by 2.0pp divided by 360 days and the result will be applied to the unpaid and past-due balances.	Ps. 1,130,000	1,355,000	1,500,000
b) Two-tranche sustainability bond, with maturities across 4 and 7 years, offered in the Mexican Market through the Bolsa Mexicana de Valores; the first offer of Ps. 500,000 started paying interest at 5.15% plus 0.40% and for the monthly subsequent payments, the rate will be based on the 29-day TIIE rate issued by BANXICO plus 0.40%; the second offer of Ps. 1,000,000 will pay interest semi-annually at a fixed rate of 8.35%, during the sustainability bond term.	995,818	1,493,237	1,488,830
c) Two-tranche bond, with maturities across 4 and 7 years, offered in the Mexican Market through the Bolsa Mexicana de Valores; the third offer of Ps. 313,974 started paying interest at 12.41% and for the monthly subsequent payments, the rate will be based on the 28-day TIIE rate issued by BANXICO plus 0.90%; the fourth offer of Ps. 500,000 will pay interest semi-annually or every 182 days at a fixed rate of 11.23%, during the bond term.	809,869	808,122	806,361
d) Simple credit line with HSBC, up to Ps. 950,000, valid until September 13, 2029 and monthly interest payment at the TIIE rate (the 28-day equilibrium interbank interest rate published in BANXICO), plus 1.3 points percentages, such ordinary interest will be calculated by the number of days effectively elapsed over the base of a year 360 days, in addition, in case of default, interest will be paid at the ordinary interest rate multiplied by 2.0pp divided by 360 days and the result will be applied to the unpaid and past-due balances.	712,500	902,500	950,000
e) On March 10, 2020, Betterware entered into a credit line agreement with HSBC México, S.A., for an amount of Ps. 50,000. BLSM is jointly and severally liable for this credit line. On June 17, 2022, we entered into the fourth amendment agreement by which the available funds under the credit line were increased to Ps. 300,000. The line bears interest at the TIIE rate plus 100 basis points.	300,000	80,000	-
f) On April 5, 2022, Betterware entered into a credit line with BBVA for up to Ps. 400,000 and as of May 31, 2022, through an amending agreement, the amount was strengthened for up to Ps. 800,000. The line of credit bears interest at the 28-day TIIE rate plus 100 basis points, payable monthly, with a term of 36 months from the date of signing the original contract.	98,000	120,000	300,000
Interest payable	Ps. <u>61,467</u>	<u>66,084</u>	<u>86,231</u>
Total debt	4,107,654	4,824,943	5,131,422
Less: Current portion	<u>1,024,467</u>	<u>1,156,084</u>	<u>508,731</u>
Long term debt and borrowings	Ps. <u>3,083,187</u>	<u>3,668,859</u>	<u>4,622,691</u>

Ø The Group's long-term debt is detailed below, from most recent to oldest:

Long-term credit facility with HSBC- (see letter "d" previous table)

On September 12, 2023, Betterware signed an agreement with HSBC to acquire a simple line of credit with joint obligation of Jafra Mexico, up to Ps. 950,000, valid until September 13, 2029 and payment of monthly interest at the TIIE rate (the of interbank interest rate) at 28 days published in BANXICO plus 1.3bp, such ordinary interest will be calculated by the number of days effectively elapsed over the base of a year 360 days, in addition, in case of default, interest will be paid at the ordinary interest rate multiplied by 2.0pp divided by 360 days and the result will be applied to the unpaid and past-due balances.

On September 13, 2023, Betterware used the Ps. 950,000 of the credit line with HSBC to pay our revolving lines.

As of December 31, 2025 and 2024, the amount paid to the principal of this credit line amounts to Ps. 190,000 and Ps. 47,500, respectively.

As of December 31, 2025, the current portion of this long-term simple line amounted to Ps. 190,000 and portion of this long-term amounted to Ps. 522,500.

Bond issuances listed on the Mexican Stock Exchange (BWMX 23 and BWMX 23-2) - (see letter "e" initial table)

On July 7, 2023, Betterware successfully concluded the third and fourth bond issuance for a total of Ps. 813,974, with maturities of 4 and 7 years, offered in the Mexican Market. The third offer of bonds for Ps. 313,374 started paying interest at 12.41% rate and for the subsequent monthly payments, the rate will be based on the 28-day TIIE rate issued by Banxico plus 0.90%, and the fourth offer of Ps. 500,000 will pay interest semi-annually at a fixed rate of 11.23% during the bond term. Principal payments are at the end of every bond maturity.

On July 10, 2023, Betterware used the bond amount net of issuance costs of Ps. 810,197, to pay the syndicated credit line.

Long-term credit facility with BBVA - (see letter "a" initial table)

On July 5, 2023, Betterware entered into a credit agreement with BBVA, up to Ps. 1,500,000, with a term of 60 months and monthly interest payment at 28-day TIIE rate published in BANXICO, on non-working days, the TIIE rate could be at 26, 27 or 29 days, plus the applicable margin, such ordinary interest will be calculated by the number of days effectively elapsed over the base of a year 360 days, in addition, in case of default, interest will be paid at the ordinary interest rate multiplied by 2.0pp divided by 360 days and the result will be applied to the unpaid and past-due balances.

On July 10, 2023, Betterware used the Ps. 1,500,000 of the credit line with BBVA to pay the syndicated credit line.

As of December 31, 2025 and 2024, the amount paid to the principal of this credit line amounts to Ps. 225,000 and Ps. 145,000, respectively.

As of December 31, 2025, the current portion of this long-term simple line amounted to Ps. 375,000 and portion of this long-term amounted to Ps. 755,000.

Former syndicated credit facility

On March 31, 2022, Betterware entered into a credit agreement with Banamex, HSBC, BBVA, BanBajío, BanCoppel, and Scotiabank, as syndicated lenders, for a credit line of up to Ps. 4,498,695. The funds under the credit line were entirely allocated to the Jafra Acquisition in Mexico and the United States. The credit line had a maturity of 5 years from the date of signing the contract in March 2022, which paid monthly interest at the 28-day TIIE rate plus the applicable margin established in the contract. The first 24 months the credit line had no principal payments, and from month 25 principal payments began in an increasing manner, with a global payment of 30% in month 60. Jafra subsidiaries were jointly responsible for this credit.

During the months of March and June 2023, Betterware made two principal payments for Ps. 1,000,000 and Ps. 250,000, respectively. On July 10, 2023, the remaining principal of the syndicated loan for Ps. 3,248,695 was prepaid. The resources used came from long-term debt: Ps. 1,500,000 from BBVA and Ps. 810,197 from the new bond issue; and short-term loans: Ps. 550,000 from the revolving line with BBVA, Ps. 150,000 from the revolving line with Santander, Ps. 50,000, from the revolving line with HSBC, and the remaining amount for Ps. 188,498 was taken from available cash of Betterware and Jafra on the settlement date.

The Management considered the transaction as an extinguishment of the original debt (Syndicated Loan) and a new debt was recognized for the long-term simple credit lines with BBVA and HSBC, mainly due to substantial differences in financial obligations. As a result of the extinguishment of the debt from July to December 2023, the Company cancelled in profit or loss the outstanding remainder of the initial issuance costs for the original debt (syndicated credit), which amounted to Ps. 50,447.

Sustainability bond issuances listed on the Mexican Stock Exchange (BWMX 21X and BWMX 21-2X) - (see letter "b" initial table)

On August 30, 2021, Betterware successfully concluded the offering of a two-tranche sustainability bond issuance for a total of Ps. 1,500,000, with maturities across 4 and 7 years, offered in the Mexican Market and issued at favorable conditions for the Company. The first offer of sustainability bonds for Ps. 500,000 started paying interest at 5.15% rate plus 0.40% and for the subsequent monthly payments, the rate will be based on the 29-day TIIE rate issued by Banxico plus 0.40%, and the second offer of Ps. 1,000,000 will pay interest semi-annually at a fixed rate of 8.35% during the sustainability bond term. Principal payments are at the end of every bond maturity.

On August 25, 2025, the BWMX 21-X bond with 4-year maturity expired and the capital by Ps. 500,000 was settled.

Ø The Group's revolving credit facilities are detailed below, from most recent to oldest:

Revolving credit facility with BBVA – Jafra

- On August 11, 2025, Jafra entered into a current account credit agreement with BBVA México, S.A, Institución de Banca Múltiple, for an amount of Ps. 200,000. The line of credit accrues ordinary interest at the THIEF annualized rate for 28 days plus the percentage points determined in the system at the time of its drawdown. The validity of the contract is 36 months from the date of signing the original contract. During 2025, Jafra made several drawdowns of the revolving line that together amounted to Ps. 874,100, and at the end of the year they were paid in full.

Revolving credit facility with HSBC – Jafra

- On May 3, 2024, Jafra entered into a current account credit agreement with HSBC México, S.A., Institución de Banca Múltiple, for an amount of Ps. 70,000. The term of the agreement is 24 (twenty-four) months from the date of execution of the agreement and accrues interest at the 28-day THIE reference base rate plus a margin applicable to the reference rate. During 2025 and 2024, Jafra used the revolving line Ps. 1,364,600 and Ps. 184,100, and at the end of the year were paid in full.

Revolving credit facility with BBVA – Betterware - (see letter “f” initial table)

- On April 5, 2022, the Group entered into a credit line with BBVA for up to Ps. 400,000 and as of May 31, 2022, through an amending agreement, the amount was strengthened for up to Ps. 800,000. The line of credit bearing interest at the 28-day THIE rate plus 100 basis points, payable monthly, with a term of 36 months from the date of signing the original contract.

On March 4, 2025, Betterware renewed the contract for this line of credit with BBVA for up to Ps. 800,000. The line of credit accrues ordinary interest at the THIEF annualized rate for 28 days plus the percentage points determined in the system at the time of its drawdown. The validity of the contract is 36 months from the date of signing the original contract.

During the years 2025, 2024 and 2023, Betterware received several deposits of this revolving line which together amounted to Ps. 3,037,000, Ps. 1,723,000 and Ps. 1,855,020, respectively, which, as of December 31, 2025, 2024, and 2023, were paid Ps. 3,059,000, Ps. 1,903,000 and Ps. 1,555,020, respectively.

As of December 31, 2025, 2024 and 2023, the balance of this short-term line closed at Ps. 98,000, Ps. 120,000 and Ps. 300,000, respectively.

Revolving credit facility with Santander – Betterware

- On May 30, 2022, Betterware entered into a current account credit agreement with Santander México, S.A., for an amount of Ps. 200,000. BLSM is jointly and severally liable for this credit. The maturity date of this line of credit is May 31, 2024, and accrues interest at the THIE rate plus 190 basis points. During fiscal year 2023, Betterware has used Ps. 380,000 under such revolving credit line and which has been reimbursed to Santander. During 2025 and 2024, BWM did not receive cash from this credit line.

Revolving credit facility with HSBC – Betterware - (see letter “e” initial table)

- On March 10, 2020, Betterware entered into a current account credit line agreement with HSBC México, S.A., for an amount of Ps. 50,000, with provisions by means of promissory notes specifying payment of principal and interest. BLSM is jointly liable for this credit. On May 4, 2020, the first amendment agreement was signed, in which the amount of the credit line was increased to Ps. 150,000. On June 17, 2022, the fourth modifying agreement was signed, which increased the available funds to Ps. 300,000; and it bears interest at the THIE rate plus 100 basis points. During the years 2025, 2024 and 2023, Betterware received several deposits of this revolving line which together amounted to Ps. 265,000, Ps. 1,120,000 and Ps. 300,000, respectively, which, as of December 31, 2025, 2024 and 2023, were paid Ps. 45,000, Ps. 1,040,000 and Ps. 300,000, respectively.

As of December 31, 2025, the balance of this short-term line closed at Ps. 300,000.

Unsecured revolving credit facility with Banamex

- Betterware has an unsecured credit line with Banamex since July 2016, for up to Ps. 900,000, at a rate based on the 28-days TIIE plus 110 basis points. As of January 1, 2023, the line of credit had a payable balance of Ps. 200,000. During fiscal year 2023, Betterware used this line of credit for Ps. 700,000 and Ps. 900,000 were paid. During fiscal years 2025 and 2024, BWM did not receive cash from this credit line. As of December 31, 2025, this line of credit is no longer active.

As of December 31, 2025, 2024 and 2023, the fair value of the debt (borrowings and long-term bond) amounted to Ps. 4,111,769, Ps. 4,784,355, and Ps. 5,145,691, respectively. The fair value of the long term bond in 2025, 2024 and 2023, was calculated based on level 1 of the value hierarchy, since its price is quoted in an active market on that date, meanwhile the fair value of borrowings in 2025, 2024 and 2023 was calculated based on level 2 of the fair value, using the discounted cash flow method and the Interbank Equilibrium Interest Rate (“TIIE”, for its acronym in Spanish), adjusted for credit risk, and used to discount future cash flows.

Interest expenses related to the borrowings presented above are included in the interest expense item in the consolidated statement of earnings and other comprehensive income.

Reconciliation of movements of liabilities to cash flows arising from financing activities

	Long-term debt and borrowings	Interest payable	Derivative financial instruments, net
Balances as of January 31, 2023	Ps. 6,118,256	30,419	15,329
Changes that represent cash flows -			
Loans obtained	6,498,994	-	-
Payments	(7,633,715)	(652,313)	-
Bond issuance costs	(8,355)	-	-
Changes that do not represent cash flows:			
Interest expense	-	708,125	-
Amortization of bond issuance cost	4,026	-	-
Amortization of bond Syndicated Credit issuance cost	15,538	-	-
Cancellation of issuance cost from extinction of Syndicated Credit	50,447	-	-
Valuation effects of derivative financial instruments	-	-	32,591
Balances as of December 31, 2023	5,045,191	86,231	47,920
Changes that represent cash flows -			
Loans obtained	3,027,100	-	-
Payments	(3,319,600)	(603,921)	-
Bond issuance costs	-	-	-
Changes that do not represent cash flows:			
Interest expense	-	583,774	-
Amortization of bond issuance cost	6,168	-	-
Valuation effects of derivative financial instruments	-	-	(156,766)
Balances as of December 31, 2024	4,758,859	66,084	(108,846)
Changes that represent cash flows -			
Loans obtained	5,540,700	-	-
Payments	(6,257,700)	(502,458)	-
Changes that do not represent cash flows:			
Interest expense	-	497,841	-
Amortization of bond issuance cost	4,328	-	-
Valuation effects of derivative financial instruments	-	-	108,846
Balances as of December 31, 2025	Ps. 4,046,187	61,467	-

The previous table details the changes in the Group's liabilities derived from financing activities corresponding to debt and borrowings, including both monetary and non-monetary changes. Liabilities arising from financing activities are those for which cash flows are classified, or future cash flows will be classified, in the consolidated statement of cash flows as cash flows from financing activities.

The Group's long-term debt and interest maturities as of December 31, 2025, including non-accrued interest, are as follows:

Year	Amount
2026	Ps. 1,274,942
2027	1,295,710
2028	1,586,985
2029	732,721
2030	-
	<u>Ps. 4,890,358</u>

The long-term and current debt of the credit line with HSBC and the current account credit line with Banamex of Betterware contains the following financial obligations:

- a) A leverage ratio less than or equal to 3.00.
- b) A debt service coverage ratio equal to or greater than 1.25.

The Betterware long-term BBVA facility contains the following financial covenants:

- a) A leverage ratio equal to or less than 3.50 to 1.0.
- b) A debt service coverage ratio greater than or equal to 1.25 to 1.0.

The Betterware revolving BBVA facility contains the following financial covenants:

- a) A leverage ratio equal to or less than 3.50.
- b) A debt service coverage ratio equal to or greater than 1.25.

The Jafra revolving BBVA facility contains the following financial covenants:

- a) A leverage ratio no greater than 3.50 to 1.0.
- b) A liquidity index of no less than 1.0 to 1.0.
- c) An interest service coverage ratio of no less than 1.0 times to 1.0.

The bond issuances require the Group to comply with the following obligations:

- a) Pay interest on bonds monthly or semi-annually, as applicable to each issue (bond), and using the rate stipulated in the Title.
- b) Use the resources derived from the placement of the Stock Certificates for the authorized purposes.
- c) Compliance with the general provisions applicable to securities issuers and other participants; Among them, the delivery of quarterly financial information and an annual report to the Comision Nacional Bancaria y de Valores (CNBV, for its acronym in Spanish) and Bolsa Mexicana de Valores (BMV, for its acronym in Spanish).
- d) Compliance with the general provisions applicable to entities and issuers supervised by the CNBV that hire external audit services.

As of December 31, 2025, 2024 and 2023, and at each quarterly reporting date during those years, the Group was in compliance with all applicable financial covenants. Management has concluded that there is no material uncertainty regarding compliance with these covenants during the next twelve months.

16. Income taxes

The subsidiaries of the Group in México and abroad are individually subject to the payment of income taxes. These taxes are not determined based on the consolidated figures of the Group but are calculated individually at the level of each company declaration and each of these presents its taxes separately.

According to the specific requirements of each country, the statutory rates for the years 2025, 2024 and 2023 years, were 30% for México, 25% for Guatemala, 21% for United States, 29.5% for Perú, 25% for Ecuador and 25% for Colombia and will continue as such in future years.

Income tax recognized in profit or loss for the years of 2025, 2024 and 2023 was comprised of the following:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Current tax	Ps. 587,114	752,566	645,521
Deferred tax (benefit) expense	<u>73,867</u>	<u>(283,306)</u>	<u>(265,498)</u>
	<u>Ps. 660,981</u>	<u>469,260</u>	<u>380,023</u>

Income tax expense recognized at the effective ISR rate differs from income tax expense at the statutory tax rate. Reconciliation of income tax expense recognized from statutory to effective ISR rate is as follows:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Profit before income tax	Ps. 1,721,785	1,180,782	1,416,587
Tax rate	30%	30%	30%
Income tax expense calculated at 30% statutory tax rate	516,536	354,235	424,976
Inflation effects, net	50,857	59,295	(17,730)
Non-deductible expenses ⁽¹⁾	49,174	56,414	65,978
Share-based payments	137	-	1,403
Participation in subsidiaries	(105)	-	-
Other items, net	44,382	(684)	(94,604)
	<u>Ps. 660,981</u>	<u>469,260</u>	<u>380,023</u>
	<u>38%</u>	<u>40%</u>	<u>27%</u>

(1) Includes (i) certain payroll expenses which are partially deductible, such as grocery vouchers, help for transportation, life and major medical expenses insurance, among others; and (ii) certain cost of sales expenses as samples and obsolescence items.

Realization of deferred tax assets depends on the future generation of taxable income during the period in which the temporary differences will be deductible. Management considers the reversal of deferred tax liabilities and projections of future taxable income to make its assessment on the realization of deferred tax assets. Based on the results obtained in previous years and in future profit and tax projections, management has concluded that it is probable the deferred tax assets will be realized.

Composition of the deferred tax asset (liabilities) is presented below, along with the reconciliation of changes in deferred tax balances as of December 31, 2025, 2024, and 2023:

Temporary differences	As of December 31, 2024	Recognized in profit or loss	Recognized in OCI	As of December 31, 2025
Deferred tax assets:				
Expected credit loss	Ps. 107,083	1,092	-	108,175
Accruals and provisions	338,926	(7,105)	-	331,821
Customers' prepayments	114	7	-	121
Leases	103,379	(12,016)	-	91,363
Inventories	6,922	704	-	7,626
Other assets and prepaid expenses	23,683	(16,533)	3,159	10,310
Property, plant and equipment	71,443	(56,431)	-	15,012
Deferred tax liabilities:				
Non-current assets held for sale	(12,000)	-	-	(12,000)
Intangible assets	(494,547)	320	-	(494,227)
Derivative financial instruments	(3,188)	(461)	(1,400)	(5,050)
Right-of-use assets	(94,207)	9,511	-	(84,696)
Suppliers' prepayments	(17,639)	7,045	-	(10,594)
Net deferred tax (liability)	<u>Ps. 29,969</u>	<u>(73,867)</u>	<u>1,759</u>	<u>(42,139)</u>

Temporary differences	As of December 31, 2023	Recognized in profit or loss	As of December 31, 2024
Deferred tax assets:			
Expected credit loss	Ps. 100,143	6,940	107,083
Accruals and provisions	301,621	37,305	338,926
Customers' prepayments	88	26	114
Non-deductible interest	120,236	(120,236)	-
Leases	119,965	(16,586)	103,379
Inventories	(17,704)	24,626	6,922
Other assets and prepaid expenses	(14,750)	38,433	23,683
Property, plant and equipment	(243,160)	314,603	71,443
Deferred tax liabilities:			
Non-current assets held for sale	-	(12,000)	(12,000)
Intangible assets	(496,467)	1,920	(494,547)
Derivative financial instruments	(10,357)	7,169	(3,188)
Right-of-use assets	(107,611)	13,404	(94,207)
Suppliers' prepayments	(7,244)	(10,395)	(17,639)
Net deferred tax Assets	Ps. (255,240)	285,209	29,969

Temporary differences	As of January 1, 2023	Recognized in profit or loss	As of December 31, 2023
Deferred tax assets:			
Expected credit loss	Ps. 29,342	70,801	100,143
Accruals and provisions	394,241	(92,620)	301,621
Customers' prepayments	87	1	88
Non-deductible interest	-	120,236	120,236
Leases	88,467	31,498	119,965
Deferred tax liabilities:			
Intangible assets	(498,387)	1,920	(496,467)
Inventories	(27,744)	10,040	(17,704)
Derivative financial instruments	(3,915)	(6,442)	(10,357)
Property, plant and equipment	(388,721)	145,561	(243,160)
Right-of-use assets	(88,612)	(18,999)	(107,611)
Suppliers' prepayments	5,016	(12,260)	(7,244)
Other assets and prepaid expenses	(24,174)	9,424	(14,750)
Net deferred tax (liability)	Ps. (514,400)	259,160	(255,240)

Unrecognized deferred tax assets:

Derived from the acquisition of Jafra, the Group did not recognize deferred tax assets in the consolidated statement of financial position with respect to the following tax loss carryforwards of the subsidiaries:

As of December 31, 2025

Year of originated loss	Life year	Jafrafin, S.A. de C.V.	
2021	2031	Ps.	161
2022	2032		6,265
2023	2033		3,553
2024	2034		2,183
		Ps.	<u>12,162</u>

The decrease in the balance presented is mainly due to the application of tax losses of Jafra Cosmetics International, S.A. of C.V., in 2025.

As of December 31, 2024

Year of originated loss	Life year	Jafra Cosmetics International, S.A. de C.V.		Jafrafin, S.A. de C.V.
2019	2029	Ps.	8,618	-
2020	2030		3,723	-
2021	2031		-	2,932
2022	2032		9,555	6,007
2023	2033		-	3,406
2024	2034		39,909	2,114
		Ps.	<u>61,805</u>	<u>14,459</u>

As of December 31, 2023

Year of originated loss	Life year	Jafra Cosmetics International, S.A. de C.V.		Jafrafin, S.A. de C.V.
2019	2029	Ps.	8,210	-
2020	2030		3,547	-
2021	2031		-	2,793
2022	2032		9,102	5,722
		Ps.	<u>20,859</u>	<u>8,515</u>

The Group does not recognize taxes for deferred assets with respect to tax loss carryforwards to be amortized, on which it is not probable that future taxable profits will be generated against which the Group can use tax loss carryforwards.

As of December 31, 2025, 2024 and 2023, the tax balances to be recovered mainly consist of favor balances of ISR pending application.

Temporary differences related to investments in subsidiaries for which deferred income tax liabilities have not been recognized:

The Company has undistributed profits for the years 2025, 2024 and 2023 of Ps. 261,469, Ps. 252,164 and Ps. 241,977 which generate unrecognized deferred income tax liabilities of Ps. 78,441, Ps. 75,649 and Ps. 72,593, respectively, since the Company is able to control the timing of distributions to its subsidiaries and is not expected to distribute these benefits in the foreseeable future.

17. Provisions and others

		Commissions, promotions and other	Bonuses and other employee benefits	Professional services fees	Other provisions	Total
As of January 1, 2023	Ps.	491,353	26,403	57,292	218,364	793,412
Increases		3,880,325	19,025	56,990	615,108	4,571,448
Payments		<u>(3,810,487)</u>	<u>(36,657)</u>	<u>(66,487)</u>	<u>(646,481)</u>	<u>(4,560,112)</u>
As of December 31, 2023	Ps.	561,191	8,771	47,795	186,991	804,748
Increases		3,730,775	78,534	29,112	632,630	4,471,051
Payments		<u>(3,755,329)</u>	<u>(43,430)</u>	<u>(44,488)</u>	<u>(683,634)</u>	<u>(4,526,881)</u>
As of December 31, 2024	Ps.	536,637	43,875	32,419	135,987	748,918
Increases		3,416,224	47,168	60,568	584,996	4,108,956
Payments		<u>(3,359,235)</u>	<u>(51,331)</u>	<u>(85,529)</u>	<u>(639,542)</u>	<u>(4,135,637)</u>
As of December 31, 2025	Ps.	<u>593,626</u>	<u>39,712</u>	<u>7,458</u>	<u>81,441</u>	<u>722,237</u>

Commissions, promotions and other

Commissions, promotions, and other include commissions payable to the sales force of distributors, associates, leaders and consultants on the last week of the period, which are paid in the first week of the year or of the following period. In addition, it includes the liability of reward points and loyalty program obtained by distributors, associates, leaders and consultants. See notes 2.u and 2.w.

Bonuses and other employee benefits

Bonuses and other employee benefits include annual performance bonuses as well as vacation provisions, vacation bonuses, savings funds, among others.

Fees for professional services

Fees for professional services include fees for services such as external audits, legal services, among others.

Other provisions

Provisions that represent estimates of future payment obligations arising from the acquisition of goods or services for operational purposes and other minor provisions.

18. Derivative financial instruments

Exchange rate derivatives:

As part of the Management of risks related to fluctuations in the exchange rate of the US dollar, the Group enters into derivative financial instruments such as forwards and options to adjust the exchange rate risks resulting from inventory purchases in US dollars.

Instruments entered into on or after February 2025, were formally designated as cash flow hedges in accordance with IFRS 9. Instruments entered into in 2024 and 2023 were accounted for as held for trading.

Year	Type of instrument	Accounting treatment	Hedging type / designation	Hedged risk	Hedged item	Notional (US\$ thousands)	Fair value (Ps.)	Average strike price (Ps./US\$)	Maturity	Presentation in balance
2025	Forwards USD/MXN	Hedge accounting	Cash flow hedge	Currency risk USD/MXN	Forecasted Inventory Purchase in USD	27,120	(24,284)	18.86	Weekly, until May 2026	Current liabilities
2025	Options USD/MXN	Hedge accounting	Cash flow hedge	Currency risk USD/MXN	Forecasted Inventory Purchase in USD	5,000	(1,954)	19.19	Weekly, until May 2026	Current liabilities
2024	Forwards USD/MXN	Trading	N/A	Currency risk USD/MXN	Economic exposure from future purchases in USD	57,400	108,846	19.21	Weekly, until June 2025	Current assets
2023	Forwards USD/MXN	Trading	N/A	Currency risk USD/MXN	Economic exposure from future purchases in USD	97,260	(47,920)	17.96	Weekly, until December 2024	Current liabilities

The impact of the derivative financial instruments on results for the years 2024 and 2023 amounted to a gain (loss) of Ps. 156,766, and Ps. (32,591), respectively, in gain (loss) in valuation of derivative financial instruments. During 2025, a loss of Ps. 108,846 was generated from the forwards contracted in 2024 and settled in 2025.

Meanwhile, the effect of derivative financial instruments designated as accounting hedges recognized in other comprehensive income during 2025 amounted to Ps. (26,238). During the year, the Company transferred Ps. 56,127 directly to the cost of inventories; Of this amount, Ps. 39,294 affected cost of sales during the year and Ps. 16,833 remain capitalized in inventories as of December 31, 2025.

Additionally, for the year ended December 31, 2025, no effects of ineffectiveness were recognized in the income statement.

Derivative instruments effects in OCI	Forwards	Options	Total
As of January 1, 2025	Ps. -	-	-
Effect of hedging instruments recognized in OCI during the year	(76,167)	(6,198)	(82,365)
Reclassification to Inventory	51,881	4,246	56,127
Deferred income tax	(1,599)	199	(1,400)
As of December 31, 2025	Ps. (25,885)	(1,753)	(27,638)

Effects transferred on inventories	2025		
	Forwards	Options	Total
Amount transferred directly to inventory cost	Ps. 51,881	4,246	56,127
Amount recognized in cost of sales during the year	(39,294)	-	(39,294)
Remainder capitalized in inventories at closing	Ps. 12,587	4,246	16,833

19. Retirement benefits – Defined benefit obligations

The Group recognizes the liability and corresponding impacts to profit and loss as well as comprehensive income regarding the seniority premiums to be paid to its employees. This benefit is determined considering the years of service and the compensation from the employees.

The components of the defined benefit liability for the years 2025, 2024 and 2023, are as follows:

a) Movement in defined benefit liability and post-employment

The following table shows a reconciliation from the opening balances to the closing balances for the defined benefit liability and its components:

	Defined benefits			Post-employment benefits		
	Seniority premium and termination indemnity at retirement (Betterware-Jafra)			Pension plan (Jafra)		
	2025	2024	2023	2025	2024	2023
Balance at January 1	Ps. 53,624	44,459	30,148	74,688	82,691	123,759
Additions for subsidiaries' acquisition		-	-	-	-	-
<i>Included in profit or loss:</i>						
Past service cost	(3,146)	-	(1,010)	(8,237)	-	(29,615)
Current service cost	5,887	4,996	4,246	3,804	4,345	5,605
Interest cost	5,529	3,988	3,426	7,947	7,408	10,487
Net (gain) cost of the period	8,270	8,984	6,662	3,514	11,753	(13,523)
<i>Included in other comprehensive income:</i>						
Remeasurement of defined benefit obligation	7,217	5,663	11,730	8,173	(15,888)	10,630
<i>Others:</i>						
Benefits paid	(2,803)	(5,482)	(3,123)	(4,710)	(3,868)	(38,175)
Others	2	-	(958)	16	-	-
Balance as of December 31	Ps. 66,310	53,624	44,459	81,681	74,688	82,691

The conditions of the pension plan (Jafra) are described below:

As of September 30, 2023, Jafra modified the conditions of its pension plan, which generated a past service benefit effect of Ps. (29,615) in Jafra's pension plan as described below:

Conditions before October 2023:

- Normal retirement:* Retirement of the employee upon reaching age 65 with at least 20 years of service for the Company.
- Early retirement:* Early retirement of the employee as long as he or she has turned 60 and has at least 10 years of service within the Company.

Conditions after October 2023:

Employee groups:

- Group 1: Jafra employees who, as of September 30, 2023, are 60 years of age or older and have 10 years of continuous service and employees who join Jafra on a date after September 30, 2023.
- Group 2 (transition): Jafra employees who, as of September 30, 2023, are 60 years of age or older and have 10 years of continuous service.

a) *Normal retirement:*

- Group 1: Retirement upon reaching age 65 with at least 20 years of service for the Company.
- Group 2: Retirement upon turning 65 with at least 10 years of service within the Company.

b) *Early retirement:*

- Group 1: The employee will not have the possibility of exercising early retirement, therefore, to be entitled to any benefit from this plan, he or she must turn 65 years old with at least 20 years of service for the Company.
- Group 2: The employee who does not reach the normal retirement date may retire with early retirement as long as he or she has turned 60 years old with at least 10 years of service within the Company.

b) **Actuarial assumptions**

The following were the principal actuarial assumptions at the reporting date (expressed as weighted averages):

	2025		2024		2023	
	BWM	JAFRA	BWM	JAFRA	BWM	JAFRA
Financial:						
Future salary growth	6.5%	5.50%	7.0%	5.5%	7.0%	5.5%
Discount rate	9.2%	9.75%	9.7%	11.0%	9.7%	9.3%
Demographic:						
Number of employees	945	1,496	934	1,400	938	1,356
Average age	36 years	38 years	35 years	38 years	35 years	38 years
Average longevity	4 years	7 years	4 years	7 years	3 years	7 years

c) **Sensitivity analysis**

Reasonably possible changes at the reporting date to one of the relevant actuarial assumptions, holding other assumptions constant, would have affected the defined benefit obligation considering a change of $\pm 0.50\%$ in the discount rate.

	Effects as of December 31:					
	2025		2024		2023	
	BWM	JAFRA	BWM	JAFRA	BWM	JAFRA
Increase / decrease in the discount rate						
+ 0.50%	Ps. 815	40	1,206	28	500	94
- 0.50%	(902)	(40)	(717)	(30)	(500)	(98)

20. Financial instruments

Below is the categorization of the financial instruments, excluding cash and cash equivalents, held by the Group as of December 31, 2025, 2024 and 2023, as well as the indication of fair value hierarchy level, when applicable:

Accounting classification and fair values

As of December 31, 2025	Note	Amortized cost	Fair value through profit or loss	Fair value hierarchy level
Financial assets -				
Trade account receivables, net	6	Ps. 1,181,447	-	
Total		1,181,447	-	
Financial liabilities -				
Accounts payable to suppliers		1,793,744	-	
Lease liability	13	356,705	-	
Long term debt and borrowings	15	4,107,654	-	
Derivative financial instruments	18	-	26,238	2
Total		Ps. 6,258,103	26,238	
As of December 31, 2024	Note	Amortized cost	Fair value through profit or loss	Fair value hierarchy level
Financial assets -				
Trade account receivables, net	6	Ps. 1,133,093	-	
Accounts receivable from related parties	23	250	-	
Derivative financial instruments	18	-	108,846	2
Total		1,133,343	108,846	
Financial liabilities -				
Accounts payable to suppliers		2,156,715	-	
Accounts payable to related parties	23	1,237	-	
Lease liability	13	344,595	-	
Long term debt and borrowings	15	4,824,943	-	
Total		Ps. 7,327,490	-	
As of December 31, 2023	Note	Amortized cost	Fair value through profit or loss	Fair value hierarchy level
Financial assets -				
Trade account receivables, net	6	Ps. 1,072,455	-	
Accounts receivable from related parties	23	104	-	
Total		1,072,559	-	
Financial liabilities -				
Accounts payable to suppliers		1,790,026	-	
Lease liability	13	388,721	-	
Long term debt and borrowings	15	5,131,422	-	
Derivative financial instruments	18	-	47,920	2
Total		Ps. 7,310,169	47,920	

Measurements of fair values

The exchange rate forwards were valued using discounted cash flow techniques, using observable market forward curves and market discount rates, it also incorporates the credit risk of the counterparties through market quotes of CDS (Credit Default Swaps). Exchange rate options were valued using the Black-Scholes model, using relevant observable market inputs, including the spot exchange rate, implied volatility, maturity and the risk-free rate. There are no significant unobservable inputs in the valuation of these instruments; therefore, the measurements are classified as Level 2 of the fair value hierarchy. There were no transfers between levels during 2025, 2024 and 2023.

Fair value hierarchy levels 1 to 3 are based on the degree to which the fair value is observable:

- Level 1 fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs).

As previously disclosed, some of the Group's derivative financial instruments are measured at fair value at the end of each reporting period. The following table gives information about how the fair values of these derivative financial instruments are determined (in particular, the valuation technique(s) and inputs used).

Derivative financial instruments	Valuation technique(s) and key input(s)	Significant unobservable input(s)	Relationship and sensitivity of unobservable inputs to fair value
Foreign currency forward contracts (see note 18)	Discounted cash flows. Future cash flows are estimated based on forward exchange rates (from observable forward exchange rates at the end of the reporting period) and contract forward rates, discounted at a rate that reflects the credit risk of various counterparties.	N/A	N/A
Exchange rate options.	The Black-Scholes model is used to value options, which is a standard methodology widely used in financial markets. It is used to estimate the fair value of an option taking into account variables such as the current exchange rate price, the implied volatility in the market, maturity and the risk-free rate.	N/A	N/A

Financial risk management

The Group's Treasury function provides services to the business, coordinates access to domestic and international financial markets, monitors and manages the financial risks relating to the operations of the Group through internal risk reports that analyze exposures by degree and magnitude of risks. These risks include market risk (including currency risk, interest rate risk, and price risk), credit risk, liquidity risk.

The Group seeks to minimize the effects of these risks by using derivative financial instruments to hedge these risk exposures. The use of financial derivatives is governed by the Group's policies approved by the board of directors, which provide written principles on foreign exchange risk, interest rate risk, credit risk, the use of financial derivatives and non-derivative instruments, and the investment of excess liquidity. Compliance with policies and exposure limits is reviewed by the Management on a continuous basis. The Group does not enter into or trade financial instruments, including derivative financial instruments, for speculative purposes.

Market risk

The Group's activities expose it primarily to the financial risks of changes in exchange rates and interest rates (see below). The Group uses derivative financial instruments to manage its exposure to interest rate and foreign currency risk, including:

- In order to reduce the risks related to fluctuations in the exchange rate of foreign currency, the Group uses derivative financial instruments such as forwards to adjust exposures resulting from foreign exchange currency.
- The Group's practices vary from time to time depending on judgments about the level of risk, expectations of change in the movements of interest rates derived from the credit lines and bond issuance used.

See note 18 for disclosure of the derivative financial instruments entered into for the years of 2025, 2024 and 2023.

Exchange risk management

The Group undertakes transactions denominated in foreign currencies, mainly U.S. dollars; consequently, exposures to exchange rate fluctuations arise. Exchange rate exposures are managed within approved policy parameters as follows:

- a) Assets
 - (i). Banks in foreign currency of the Group.
 - (ii). Accounts receivable from related parties of the Group.
- b) Liabilities
 - i. BWM uses currency forwards and options to purchase inventory
 - ii. Jafra México purchases raw materials.

The carrying amounts of financial assets and liabilities denominated in foreign currencies (U.S. dollars "US\$" and EU euro "€") as of the reporting date are as follows:

	2025		2024		2023	
	US\$	€\$	US\$	€\$	US\$	€\$
Assets	20,850	82	14,907	52	13,324	2
Liabilities	(36,252)	(71)	(41,658)	(129)	(35,186)	(43)
Net position	(15,402)	11	(26,751)	(77)	(21,862)	(41)
Closing exchange rate of the year	17,9667	21.1469	20.2683	21.5241	16.8935	18.6896

The Group carries out transactions denominated in foreign currencies, mainly in US dollars. The Betterware segment's primary exposure arises from highly probable forecasted purchases of USD-denominated inventory. To manage this risk, the Group uses forwards and exchange rate options; Beginning in February 2025, certain instruments were designated as cash flow hedges under IFRS 9.

Instruments used to manage currency risk

Hedged relationship	Instrument	Hedging type	Hedged item	Hedged risk	Notional (US\$ thousands)	Book value Asset/(liability) Ps.	Maturity	Hedge ratio	Main sources of ineffectiveness
Forecasted Inventory Purchase in USD	Forwards USD/MXN	Cash flow hedge	Highly probable forecasted purchases of inventory	Exchange rate variability USD/MXN	27,120	(24,284)	Weekly, until May 2026	1 to 1	Differences between notional hedged and real volume, time of occurrence of the hedged item, credit risk, time value treatment
Forecasted Inventory Purchase in USD	Options USD/MXN	Cash flow hedge	Highly probable forecasted purchases of inventory	Exchange rate variability USD/MXN	5,000	(1,954)	Weekly, until May 2026	1 to 1	Differences between notional hedged and real volume, time of occurrence of the hedged item, credit risk, time value treatment

The effectiveness of hedging relationships is evaluated based on formal documentation prepared at the beginning of each relationship and updated during the year. The main sources of ineffectiveness identified by Management include differences between the notional amount of the hedging instrument and the actual volume of the hedged item, the timing of the hedged item and the credit risk of the counterparties.

Exchange rate sensitivity analysis

The Group is mainly exposed to variations in the Mexican Peso / the U.S. Dollar exchange rate. For sensitivity analysis purposes, the Group has determined a 10 percent increase and decrease in Ps. currency units against the U.S. dollar (“relevant currency”). The 10 percent is the sensitivity rate used when reporting foreign currency risk internally to key management personnel and represents management’s assessment of the reasonably possible change in foreign exchange rates. The sensitivity analysis includes only outstanding foreign currency denominated financial assets/liabilities and adjusts their translation at the year-end for a 10 percent change in foreign currency rates. A positive number below indicates an increase in profit where currency units strengthen 10 percent against the relevant currency. For a 10 percent weakening of currency units against the relevant currency, there would be a comparable impact on the net income, and the balances below would be negative.

	2025	2024	2023
Net income	Ps. 27,649	54,385	37,009

Foreign exchange forward and options contracts

It is the policy of the Group to enter into foreign exchange forward and options contracts to manage the foreign currency risk associated with anticipated purchase transactions up to 12 months.

See note 18 with details on foreign currency forward and options contracts outstanding at the end of the reporting period. Foreign currency forward contract assets and liabilities are presented in the line ‘Derivative financial instruments’ within the consolidated statement of financial position.

The Group has entered into contracts to purchase raw materials from suppliers in China, with such purchases denominated in U.S. dollars. The Group has entered into foreign exchange forward contracts to hedge the exchange rate risk arising of future payments in US dollars.

Interest rate risk management

The Group is exposed to interest rate risk from the borrowings at a variable interest rate (59% of long-term debt uses variable rate and 41% fixed rate). The risk is managed by the Group by maintaining an appropriate balance between fixed and variable rate borrowings.

The Group’s exposures to interest rates on financial liabilities are detailed in the liquidity risk management section of this note.

Interest rate sensitivity analysis

The sensitivity analysis presented in 2025, 2024 and 2023 was determined based on exposure to the interest rates used. For variable rate liabilities, the analyzes were prepared assuming that the amount of the liability outstanding at the reporting date was outstanding during the review period. A one percent increase or decrease was used to internally report interest rate risk to Management and in turn represent the assessment of the reasonably possible change in interest rates.

The total amount paid for interest at a variable rate as of December 31, 2025, 2024 and 2023, was Ps. 356,553, Ps. 458,848 and Ps. 592,051, respectively; If the interest rates had been 1% higher, the payment would have amounted to Ps. 392,274, Ps. 496,276 and Ps. 637,049 and 1% lower, the payment would have amounted to Ps. 320,832, Ps. 421,419 and Ps. 547,054, respectively, that is, all other variables would have remained constant, the Group's net income could decrease/increase Ps. 35,721, Ps. 37,429 and Ps. 44,998, respectively.

Credit risk management

The Group's credit risk arises mainly from cash and cash equivalents, derivative financial instruments with favorable positions and trade accounts receivable.

Regarding cash and cash equivalents and derivative financial instruments with a favorable position, the Group operates only with financial institutions of recognized solvency, which is why it considers the risk of non-compliance of said counterparties to be low.

For the commercial accounts receivable, the Group's exposure to credit risk concentration is not significant as no customer represents more than 10% of sales and receivables. The concentration of credit risk is limited due to the fact that the customer base is large and unrelated, spread across diverse geographical areas. Credit policy has been implemented for each customer establishing purchase limits. Customers who do not satisfy the credit references set out by the Group, can only carry out transactions with the Group through prepayment.

See note 6 for further details on trade account receivables and the expected credit loss estimate.

Collateral held as security and other credit enhancements

The Group does not hold any collateral or other credit enhancements to cover its credit risks associated with its financial assets.

Overview of the Group's exposure to credit risk

Credit risk refers to the risk that a counterparty will default on its contractual obligations resulting in a financial loss/gain to the Group. As of December 31, 2025, the Group's maximum exposure to credit risk without taking into account any collateral held or other credit enhancements, which will cause a financial loss to the Group due to failure to discharge an obligation by the counterparties, arises from the carrying amount of the respective recognized financial assets as stated in the consolidated statement of financial position.

For trade receivables, the Group has applied the simplified approach to measure the loss allowance at lifetime instruments. The Group determines the expected credit losses on these items by using a provision matrix, estimated based on historical credit loss experience based on the past due status of the debtors, determined by the last 3 years plus the current period adjusted as appropriate to reflect current conditions and estimates of future economic conditions. Accordingly, the credit risk profile of these assets is presented based on their past due status in terms of the provision matrix. The note 6, includes further details on the loss allowance for these assets.

Liquidity risk management

The ultimate responsibility for liquidity risk management rests with the board of directors, which has established an appropriate liquidity risk management framework for management of the Group's short, medium and long-term funding and liquidity management requirements. The Group manages liquidity risk by maintaining adequate reserves, banking facilities, and reserve borrowing facilities, by continuously monitoring the forecast and actual cash flows, and by matching the maturity profiles of financial assets and liabilities. Details of additional undrawn facilities that the Group has at its disposal to further reduce liquidity risk are set out below.

The financing agreements with suppliers that are mentioned in notes 2.v and 14, are made to seek efficiency in the payment to suppliers, and the Company has concentrated Ps. 756,623 Ps. 848,192 and Ps. 957,576, for the years 2025, 2024 and 2023, respectively, of accounts payable to suppliers of the Group with 5 local banks (Banamex, BBVA, HSBC, Santander y Sabadell) rather than with a diverse group of suppliers, allowing for better payment planning. The Management has assessed that the Company does not rely on extended payment terms and suppliers generally have not become accustomed to or do not rely on advance payment under the financing agreement. If the financial institutions were to withdraw the agreement, such withdrawal would not affect the Company's ability to settle liabilities when due.

Liquidity maturity analysis

The Group manages its liquidity risk by maintaining adequate reserves of cash and bank credit lines available and consistently monitoring its projected and actual cash flows. The maturity analysis of lease liabilities is presented in note 13 and long-term debt maturities effective in 2025, 2024 and 2023 are presented in note 15.

The Group has access to financing facilities as described below. The Group expects to meet its other obligations from operating cash flows and proceeds of maturing financial assets.

Bank credit lines and long-term debt	2025	2024	2023
Amount used	Ps. 4,054,474	4,771,474	5,063,974
Amount not used	982,000	1,180,000	1,980,000
Total credit lines and long-term debt	Ps. 5,036,474	5,951,474	7,043,974

Capital management

The Group manages its capital to ensure it will be able to continue as a going concern, while it maximizes returns for its shareholders through the optimization of its capital structure. The Group's management reviews the capital structure when presenting its financial projections to the Board of Directors and stockholders as part of the annual business plan. When performing its review, the Board of Directors considers the cost of equity and its associated risks.

The capital structure of the Group consists of net debt (debt and borrowings disclosed in note 15 after deducting cash and bank balances) and stockholders' equity of the Group.

21. Stockholders' equity

Stockholders' equity as of December 31, 2025, 2024 and 2023 by number of shares, is as follows:

	Betterware de México, S.A.P.I. de C.V.		
	As of December 31, 2025	As of December 31, 2024	As of December 31, 2023
Fixed capital	10,000	10,000	10,000
Variable capital	37,306,546	37,306,546	37,306,546
	37,316,546	37,316,546	37,316,546

Capital movements for the years 2025, 2024 and 2023:

The capital stock is represented by fully subscribed and paid common shares with no par value. The fixed minimum capital, without withdrawal rights, is Ps. 50 and is represented by 10,000 shares. The variable capital stock is unlimited.

As of December 31, 2025, 2024, and 2023 the Group had 72,626 treasury shares, on which no dividends are paid.

Dividends

2025

On March 7, 2025, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 250,000, which were paid on March 25, 2025. Part of this amount (Ps. 131,295) was paid to Campalier based on its shareholding. The dividend per share was Ps. 6.7.

On April 30, 2025, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 200,000, which were paid on May 22, 2025. Part of this amount (Ps. 105,035) was paid to Campalier based on its shareholding. The dividend per share was Ps. 5.4.

On July 31, 2025, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 200,000, which were paid on August 28, 2025. Part of this amount (Ps. 105,035) was paid to Campalier based on its shareholding. The dividend per share was Ps. 5.4.

On October 21, 2025, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 200,000, which were paid on November 20, 2025. Part of this amount (Ps. 105,035) was paid to Campalier based on its shareholding. The dividend per share was Ps. 5.4.

2024

On March 6, 2024, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 250,000, which were paid in cash on March 14, 2024. Part of this amount (Ps. 131,295) was paid to Campalier based on its shareholding. The dividend per share was Ps. 6.70.

On May 13, 2024, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 250,000, which were paid in cash on May 23, 2024. Part of this amount (Ps. 131,295) was paid to Campalier based on its shareholding. The dividend per share was Ps. 6.70.

On July 19, 2024, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 250,000, which were paid in cash on August 9, 2024. Part of this amount (Ps. 131,295) was paid to Campalier based on its shareholding. The dividend per share was Ps. 6.70.

On October 28, 2024, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 250,000, which were paid in cash on November 15, 2024. Part of this amount (Ps. 131,295) was paid to Campalier based on its shareholding. The dividend per share was Ps. 6.70.

2023

On March 8, 2023, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 100,000, which were paid in cash on March 21, 2023. Part of this amount (Ps. 52,518) was paid to Campalier based on its shareholding. The dividend per share was Ps. 2.67.

On May 15, 2023, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 150,000, which were paid in cash on May 26, 2023. Part of this amount (Ps. 78,777) was paid to Campalier based on its shareholding. The dividend per share was Ps. 4.02.

On August 9, 2023, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 200,000, which were paid in cash on August 24, 2023. Part of this amount (Ps. 105,036) was paid to Campalier based on its shareholding. The dividend per share was Ps. 5.36.

On November 9, 2023, the General Shareholders' Meeting approved a payment of dividends from retained earnings in the amount of Ps. 200,000, which were paid in cash on November 24, 2023. Part of this amount (Ps. 105,036) was paid to Campalier based on its shareholding. The dividend per share was Ps. 5.36.

Legal reserve

Retained earnings include the statutory legal reserve. The Mexican General Corporate Law requires that at least 5% of net income of the year be transferred to the legal reserve until the reserve equals 20% of common stock at par value (historical pesos). The legal reserve may be capitalized but may not be distributed unless the Group is dissolved. The legal reserve must be replenished if it is reduced for any reason.

At the Ordinary General Shareholders' Meeting held on 30 April 2025, it was approved to transfer from the Company's net profit the amount of Ps. 35,586 to be applied to the accumulated legal reserve. As of 31 December 2025, the Company's legal reserve amounts to Ps. 46,265, and for 2024 and 2023 it was Ps. 10,679.

22. Earnings per share

The IFRS requires that the calculation of basic and diluted earnings per share ("EPS") for all years presented be adjusted retrospectively when the number of ordinary shares or potential ordinary shares outstanding increases as a result of a capitalization, bond issue, or share split, or decreases as a result of a reverse share split, EPS calculations for the reporting period and the comparative period should be based on the new number of shares.

As of December 31, 2025, 2024 and 2023, Betterware had 37,316,546 outstanding shares.

The following table shows the income and share data used in the calculation of basic and diluted earnings per share for the periods of 2025, 2024 and 2023:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Net income (in thousands of pesos)			
Attributable to Owners of the Group	Ps. 1,060,753	711,728	1,039,287
Shares (in thousands of shares)			
Weighted average of outstanding shares			
Basic	37,244	37,244	37,244
Diluted	37,244	*37,244	37,265
Basic and diluted earnings per share:			
Basic earnings per share (pesos per share)	Ps. 28.48	19.11	27.90
Diluted earnings per share (pesos per share)	Ps. 28.48	*19.11	27.89

* The weighted average number of outstanding shares used to calculate basic earnings per share did not have any dilutive or potentially dilutive effect for the years ended December 31, 2025 and 2024; therefore, it was revised that for the year ended December 31, 2024 a diluted earnings per share of \$0 was reported, which should have been equal to the basic earnings per share of \$19.11.

As of December 31, 2025 and 2024, the Company had no potentially dilutive instruments.

23. Related party balances and transactions

As of December 31, 2025, the Group does not have any payable with related parties. As of December 31, 2024, and 2023, the balances receivable amounted to Ps. 250 and Ps. 104 respectively, and the balance payable as of December 31, 2024, amounted to Ps. 1,237 and closed 2023 with no payable balance.

Remuneration of key management personnel –

Key management personnel compensation comprised short-term employee benefits of Ps. 59,125, Ps. 67,297, and Ps. 62,574, for the years 2025, 2024 and 2023, respectively. At the end of each period, there are no outstanding balances.

24. Revenue and operating expenses

Revenue –

Revenue recognized in the 2025, 2024 and 2023 was generated mainly in Mexico and the United States.

The Group's revenue by product category is shown below:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Revenue by home organization products:			
Kitchen and food preservation	Ps. 2,091,217	2,043,780	2,027,320
Home solutions	1,144,850	1,360,119	1,081,778
Laundry & Cleaning	697,277	714,678	666,220
Tech & mobility	532,729	719,320	521,348
Bedroom	438,813	413,565	620,282
Bathroom	403,606	401,284	418,190
Wellness	306,211	284,212	351,768
Others	73,956	54,876	39,702
Total revenue by home organization products	<u>5,688,659</u>	<u>5,991,834</u>	<u>5,726,608</u>
Revenue by beauty and personal care products:			
Fragrance	5,574,095	5,547,588	5,139,914
Color (cosmetics)	1,182,046	1,119,351	909,238
Skin care	993,529	907,234	785,450
Toiletries	804,686	534,751	448,297
Total revenue of beauty and personal care products	<u>8,554,356</u>	<u>8,108,924</u>	<u>7,282,899</u>
Total revenue of the Group	<u>Ps. 14,243,015</u>	<u>14,100,758</u>	<u>13,009,507</u>

As of December 31, 2025, 2024 and 2023, the Group did not identify significant costs to obtain/fulfill a contract that are required to be capitalized as an asset. Consequently, the Group did not perform any analysis in order to identify possible impairment losses. See note 6 about the expected credit loss model applicable to all financial assets measured at amortized cost.

Operating expenses –

Operating expenses by nature, for the years of 2025, 2024 and 2023 are as follows:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Promotions for the sales force	Ps. 2,699,793	2,600,158	2,343,532
Cost of personnel services and other employee benefits	1,545,957	1,557,051	1,389,792
Distribution costs	697,251	663,812	582,237
Sales catalog	418,422	422,713	399,503
Depreciation and amortization	335,353	351,704	351,877
Commissions and professional fees	325,022	364,791	313,867
Events, marketing and advertising	375,915	378,736	298,905
Impairment loss on trade accounts receivables	296,815	346,124	304,501
Impairment of assets held for sale	-	166,581	-
Packing materials	144,936	146,540	145,076
Travel expenses	45,524	53,833	48,008
Rent expense	51,162	34,111	15,295
Market research	32,382	31,963	21,087
Bank fees	21,181	21,951	19,541
Other	232,029	224,537	176,663
	<u>Ps. 7,222,742</u>	<u>7,364,605</u>	<u>6,409,884</u>

25. Segment information

The information by operating segments is presented consistently with the information included in the internal reports provided to the highest authority in making operating decisions (Chief Operating Decision Maker or “CODM”).

The Board of Directors evaluates the Group’s financial performance the situation of the Group and makes strategic decisions. It has been identified as the highest authority in operating decision-making, and it is integrated by seven independent members, two members and the Executive Board Chairman.

As discussed in note 1, the Group has identified the reportable business segments as follows:

- Home organization segment (Betterware segment or BWM segment): formed by seven different categories through Betterware offers a product line that includes kitchen and food preservation, home solutions, bathroom, laundry & cleaning, tech and mobility, bedroom and wellness. BWM’s products are sold through catalogs and are distributed to the end customer by its network of distributors and associates in Mexico. As of December 31, 2025, 2024 and 2023 the net income corresponding to this reportable segment represented 39.9%, 42.5% and 44.0%, respectively.
- Beauty and Personal Care (B&PC) segment (Jafra segment), formed by four main categories: fragrance, color (cosmetics), skin care and toiletries. Jafra’s products are sold through 12 promotional catalogues published on a monthly basis and are distributed to the end customer by its network of leaders and consultants in its operative segments located in Mexico (Jafra Mexico) and the United States (Jafra US). As of December 31, 2025, 2024 and 2023 the net income corresponding to this reportable segment represented 60.1%, 57.5% and 56.0%, respectively.

EBITDA is reconciled to income before income taxes as follows:

	2025	2024	2023
(+) Net revenue BWM	5,688,659	5,991,834	5,726,608
(+) Net revenue JAFRA	8,554,356	8,108,924	7,282,899
(=) Total Net revenue	Ps. 14,243,015	14,100,758	13,009,507
(+) EBITDA BWM	1,100,036	1,296,538	1,434,501
(+) EBITDA JAFRA	1,547,012	781,856	1,286,399
(=) EBITDA(*)	2,647,048	2,078,394	2,720,900
Depreciation and amortization	(389,535)	(392,186)	(382,119)
Interest expense	(541,045)	(639,705)	(827,812)
Interest income	34,090	22,818	45,056
(Loss) gain in valuation of DFI	(108,846)	156,766	(32,591)
Foreign exchange gain (loss), net	80,073	(45,305)	(106,847)
Income before income taxes	Ps. 1,721,785	1,180,782	1,416,587

(*) EBITDA is composed of net income, (+) depreciation and amortization, (+) net financing costs, (+) income taxes. The CODM reviews segment profitability on EBITDA and in 2024 the Adjusted EBITDA basis. EBITDA is the Company's single measure of segment profitability. In 2024, the adjusted EBITDA is made up of adding unusual items: (+) the impairment of assets held for sale, (+) other expenses by selling of properties. which is shown in the Company's annual report.

The segment information of the Group is detailed in the following table:

As of December 31, Segments	2025			
	BWM	JAFRA	Eliminations*	Total
Interest expense	Ps. (882,432)	(38,934)	380,321	(541,045)
Interest income	Ps. 2,087	412,324	(380,321)	34,090
Loss in valuation of DFI	Ps. (108,846)	-	-	(108,846)
Foreign exchange gain, net	Ps. 68,247	11,826	-	80,073
Net revenue	Ps. 5,688,659	8,554,356	-	14,243,015
Cost of sales	Ps. 2,615,212	2,147,548	-	4,762,760
Depreciation and amortization	Ps. 123,221	266,314	-	389,535
Income taxes	Ps. 162,205	498,776	-	660,981
Total assets	Ps. 9,345,039	9,236,740	(8,988,871)	9,592,908
Total liabilities	Ps. (10,317,059)	(2,396,062)	4,479,699	(8,233,422)

(*) The column of eliminations corresponds to the transactions between the Group's subsidiaries for the concepts of loans, interest income (expenses), expenses for corporate services, sales of fixed assets, initial investment in subsidiary, among the most important.

As of December 31, Segments	2024			
	BWM	JAFRA	Eliminations*	Total
Other expenses by selling of properties	Ps. -	529,722	-	529,722
Impairment of assets held for sale	Ps. -	166,581	-	166,581
Interest expense	Ps. (903,431)	(34,088)	297,814	(639,705)
Interest income	Ps. 10,956	309,676	(297,814)	22,818
Gain in valuation of DFI	Ps. 156,766	-	-	156,766
Foreign exchange loss, net	Ps. (40,792)	(4,513)	-	(45,305)
Net revenue	Ps. 5,991,834	8,108,924	-	14,100,758
Cost of sales	Ps. 2,569,082	1,951,141	-	4,520,223
Depreciation and amortization	Ps. 137,496	254,690	-	392,186
Income taxes	Ps. 236,306	232,954	-	469,260
Total assets	Ps. 10,557,935	8,115,089	(8,219,257)	10,453,767
Total liabilities	Ps. (9,970,378)	(2,404,101)	3,083,360	(9,291,119)

(*) The column of eliminations corresponds to the transactions between the Group's subsidiaries for the concepts of loans, interest income (expenses), expenses for corporate services, sales of fixed assets, initial investment in subsidiary, among the most important.

As of December 31,

Segments	2023			
	BWM	JAFRA	Eliminations*	Total
Interest expense	Ps. (941,781)	(33,581)	147,550	(827,812)
Interest income	Ps. 10,033	182,573	(147,550)	45,056
Loss in valuation of DFI	Ps. (32,591)	-	-	(32,591)
Foreign exchange gain (loss), net	Ps. (110,103)	3,256	-	(106,847)
Net revenue	Ps. 5,726,608	7,282,899	-	13,009,507
Cost of sales	Ps. 2,443,229	1,817,613	-	4,260,842
Depreciation and amortization	Ps. 128,450	253,669	-	382,119
Income taxes	Ps. 140,762	239,261	-	380,023
Total assets	Ps. 10,194,967	9,350,652	(8,451,908)	11,093,711
Total liabilities	Ps. (8,724,053)	(2,920,084)	2,013,265	(9,630,872)

(*) The column of eliminations corresponds to the transactions between the Group's subsidiaries for the concepts of loans, interest income (expenses), expenses for corporate services, sales of fixed assets, initial investment in subsidiary, among the most important.

The income recognized during the years 2025, 2024 and 2023, national and foreign, is shown below:

	2025	2024	2023
Revenue in Mexico	Ps. 13,234,281	13,166,582	12,072,852
Revenue in United States ⁽¹⁾	954,834	924,976	927,947
Revenue in Guatemala	19,434	9,200	8,708
Revenue in Ecuador	34,466	-	-
Total revenue of the Group	Ps. 14,243,015	14,100,758	13,009,507

(1) The main concentration of Jafra's income is in Mexico, however, there is an entity in the United States that represents less than 8% of the Group's total revenue.

The Group considers that there are no concentration risks given the nature of the business and the sale of its products through a significant number of distributors, leaders and consultants.

The percentage of consolidated non-current assets by geographic area at the end of 2025, 2024 and 2023, are shown below:

	2025		2024		2023	
	México	USA	México	USA	México	USA
Property, plant and equipment	Ps. 99.6%	0.4%	99.4%	0.6%	99.6%	0.4%
Right-of-use assets	75.0%	25.0%	83.6%	16.4%	84.1%	15.9%
Deferred income tax	100.0%	-	100.0%	-	100.0%	-
Intangible assets (including Goodwill)	100.0%	-	100.0%	-	100.0%	-
Account receivable from property sales	100.0%	-	100.0%	-	-	-
Other assets	90.5%	9.5%	88.6%	11.4%	97.7%	2.3%
Total non-current assets ⁽²⁾	Ps. 98.1%	1.6%	98.9%	1.1%	99.0%	1.0%

(2) Betterware of Guatemala, Peru, Ecuador and Colombia (the geographical area), represents 0.3% of the Group's non-current assets for the year 2025 and for the years 2024 and 2023 represented 0.0%.

26. Contingencies

The Group is a subject to various legal actions in the normal course of its business. The Group is not involved in or threatened by proceedings for which the Group believes it is not adequately insured or indemnified or which, if determined adversely, would have a material adverse effect on its consolidated financial position, results of operations and cash flows.

In addition, taxes payable could arise in transactions with related parties if the tax authority, during a review, believes that prices and amounts used by the Group are not similar to those used with or between independent parties in comparable transactions.

In accordance with the current tax legislation, the authorities have the power to review up to five fiscal years prior to the last income tax return filed.

On August 12, 2014, the International Inspection Administration “4” (“AFI”, for its acronym in Spanish), under the Central Administration of International Control, in relation to the General Administration of Large Taxpayers of the Tax Administration Service (“SAT” for its acronym in Spanish), requested information regarding the Group’s 2010 income tax filing, which was provided at that time. On February 20, 2017, the final agreement was signed with the Taxpayer Advocacy Office (“PRODECON”, for its acronym in Spanish) regarding the SAT’s review. On March 2, 2017, the SAT notified the Group about certain issues on which an agreement was not reached. As a result, the Group filed a lawsuit for annulment before the SAT’s resolution. On January 31, 2023, the Group discontinued the lawsuit for annulment and ratified it on February 8, 2023. The tax credit was finally paid on April 26, 2023, in the amount of Ps. 9,026 (historical) plus updates and surcharges.

27. Subsequent events

In the preparation of the consolidated financial statements, the Group has evaluated the events and transactions for their recognition or disclosure subsequent to December 31, 2025, and at the date of issuance of the consolidated financial statements, and has not identified subsequent adjustable significant events.

On January 19, 2026, BeFra entered into a definitive agreement to acquire Tupperware’s operations in Mexico and Brazil, as well as to obtain a perpetual, exclusive, royalty-free license to the Tupperware brand in Latin America. The agreed consideration amounted to US\$250 million, consisting of US\$215 million in cash and US\$35 million in BeFra shares, on a debt-free and excess cash basis. At the date of these financiers, the acquisition is in the process of authorization by the National Antitrust Commission (La Comisión Nacional Antimonopolio) in Mexico (“CNA”).

On February 20, 2026, the General Shareholders’ Meeting approved a payment of dividends from retained earnings in the amount of Ps. 200,000, which were paid in cash on March 24, 2026. Part of this amount (Ps. 105,036) was paid to Campalier based on its shareholding. The dividend per share was Ps. 5.36.

On March 17, 2026, the Ordinary General Shareholders’ Meeting approved the capital increase of US\$35 million equivalent to Ps. 619 million pesos agreed under the share purchase and sale agreement “SPA” with Tupperware Services México, S. de R.L. de C.V., In addition, the cancellation of the 72,626 treasury shares held as of December 31, 2025 was approved and on the other hand, 2,241,133 new shares issuance was approved and will be kept in the Company’s treasury until they are subscribed on the closing date of the transaction and delivered on said date in compliance with the payment obligation assumed by the Company in the SPA. If the Tupperware purchase transaction is not completed, the capital increase and the issuance of new treasury shares will be automatically canceled without the need for corporate resolution.

On April 7, 2026, the Company entered into a syndicated simple credit agreement for Ps. 3,805.5 million pesos with BBVA Mexico, HSBC Mexico, Banco del Bajío, and Banco Ve por Más, in which Jafra Cosmetics, S.A. de C.V., Distribuidora Comercial Jafra, S.A. de C.V., and Jafra Cosmetics International, S.A. de C.V. act as joint and several obligors. The financing was arranged to fund the acquisition agreed upon on January 19, 2026; it matures on April 7, 2031; provides for a 24-month grace period for principal repayment; accrues interest at a variable rate based on the THIE plus the applicable margin; and establishes certain financial obligations.

28. Authorization to issue the consolidated financial statements

The Group’s consolidated financial statements were authorized and proposed for issuance to the Board of Directors on April 30, 2026, by Andrés Campos, Chief Executive Officer, and Raúl del Villar, Corporate Finance Director of Betterware de México, S.A.P.I de C.V.

STOCK PURCHASE AGREEMENT

by and among

**TUPPERWARE SERVICES MÉXICO, S. DE R.L. DE C.V.,
As Seller and Sellers' Representative,**

PREMIERE BRANDS INTERNATIONAL COÖPERATIEF U.A.,

TUPPERWARE BRANDS AMERICAS B.V., and

**LATIN AMERICA INVESTMENTS, INC.,
As Sellers,**

**BETTERWARE DE MÉXICO, S.A.P.I. DE C.V.,
As Purchaser,**

DART, S.A. DE C.V.,

DART DO BRASIL INDUSTRIA E COMERCIO LTDA., and

**CAV SUL CENTRO DE APOIO DE VENDAS DE PRODUTOS PESSOAIS E ARTIGOS PARA LAR LTDA.,
As Companies,**

dated as of

January 19, 2026

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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this “Agreement”) is entered into on January 19, 2026 by and among:

- (I) Tupperware Services México, S. de R.L. de C.V., a *sociedad de responsabilidad limitada de capital variable* duly organized and validly existing under the laws of Mexico (“TSM” or “Sellers’ Representative”);
- (II) Premiere Brands International Coöperatief U.A., a cooperative with excluded liability (coöperatie met uitgesloten aansprakelijkheid), incorporated under the laws of the Netherlands (“Coöperatief”);
- (III) Tupperware Brands Americas B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) duly incorporated and validly existing under the laws of the Netherlands (“Brands Americas BV”);
- (IV) Latin America Investments, Inc., a corporation duly incorporated and validly existing under the laws of Delaware (“Investments,” and collectively with TSM, Coöperatief and Brands Americas BV, the “Sellers,” and each individually, a “Seller”);
- (V) Betterware de México, S.A.P.I. de C.V., a *sociedad anónima promotora de inversión de capital variable* duly incorporated and validly existing under the laws of Mexico (“Betterware” or “Purchaser”);
- (VI) Dart, S.A. de C.V., a *sociedad anónima de capital variable* duly incorporated and validly existing under the laws of Mexico (“Dart Mexico”);
- (VII) Dart do Brasil Industria e Comercio Ltda., a *sociedade limitada* duly organized and validly existing under the laws of Brazil (“Dart Brazil”); and
- (VIII) Cav Sul Centro de Apoio de Vendas de Produtos Pessoais e Artigos para Lar Ltda., a *sociedade limitada* duly organized and validly existing under the laws of Brazil (“Cav Sul,” and collectively with Dart Mexico and Dart Brazil, the “Companies,” and each individually, a “Company,” and the Companies, collectively with the Sellers and Purchaser, the “Parties,” and each individually, a “Party”).

This Agreement is subject to the following Recitals and Clauses:

RECITALS

WHEREAS, Coöperatief is the record and beneficial owner of one share of capital stock of Dart Mexico, representing approximately 0.000001% of the capital stock of Dart Mexico (such share, the “Dart Mexico Coöperatief Share”);

WHEREAS, TSM is the record and beneficial owner of 147,052,476 shares of capital stock of Dart Mexico, representing, except for the Dart Mexico Coöperatief Share, all the capital stock of Dart Mexico (such capital stock owned by TSM, the “Dart Mexico TSM Shares,” and collectively with the Dart Mexico Coöperatief Share, the “Dart Mexico Shares”);

WHEREAS, Brands Americas BV is the record and beneficial owner of 98,129,914 quotas of capital stock of Dart Brazil, representing 100% of the issued and outstanding quotas of capital stock of Dart Brazil (the "Dart Brazil Shares");

WHEREAS, Investments is the record and beneficial owner of 50,000 quotas of capital stock of Cav Sul, representing 100% of the issued and outstanding quotas of capital stock of Cav Sul (the "Cav Sul Shares," and collectively with the Dart Mexico Shares and the Dart Brazil Shares, the "Shares");

WHEREAS, in connection with, and as a condition for entering into, this Agreement, Party IP Holdings LLC, a Delaware limited liability company and an Affiliate of the Sellers ("Party Licensor"), on the one hand, and Betterware or its Affiliate, on the other hand, will, at the Closing, enter into the License Agreement, pursuant to which Party Licensor will grant to Betterware or its Affiliate, subject to the terms of such License Agreement, an exclusive, sublicensable, transferable, perpetual, irrevocable, royalty-free, fully paid-up right and license to use the "Tupperware" brand and other intellectual property described thereunder in exchange for a one time license fee payment of \$175,000,000 ("One-Time License Fee") to Party Licensor;

WHEREAS, in connection with, and as a condition for entering into, this Agreement, Sellers' Representative, on the one hand, and Campalier, S.A. de C.V., on the other hand, entered into on the date hereof into the Transaction Support Agreement.

WHEREAS, in connection with, and as a condition for entering into, this Agreement, Party US Operations LLC, a Delaware limited liability company and an Affiliate of the Sellers ("Party Operations"), on the one hand, and Betterware de México, S.A. de C.V., an Affiliate of Purchaser, on the other hand, will, at the Closing, enter into the Manufacturing Agreement;

WHEREAS, in connection with, and as a condition for entering into, this Agreement, Party Licensor, on the one hand, and Dart Mexico, on the other hand, will, at the Closing, enter into the Molds Purchase Agreement; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Sellers wish to sell to Purchaser, and Purchaser wishes to purchase and acquire from the Sellers, all the Shares.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and the intent of the Parties to be legally bound, the Parties hereto agree as follows:

CLAUSES

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. Unless otherwise provided for in this Agreement, capitalized terms used in this Agreement but not defined herein shall have the meanings given to them on Exhibit A-1 hereto.

ARTICLE II

PURCHASE OF SHARES; CLOSING

SECTION 2.1. Purchase of the Shares.

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Sellers shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall, directly or indirectly, purchase, acquire and accept from the Sellers, the Shares, free and clear of any Encumbrances (other than Permitted Encumbrances set forth in clause (e) of the definition of Permitted Encumbrances) for the payment by Purchaser of the Total Consideration.

SECTION 2.2. Closing.

(a) The purchase and sale of the Shares contemplated hereby shall take place at a closing (the "Closing") to be held at 10:00 a.m., New York time, no later than five Business Days following the satisfaction (or, to the extent permitted by applicable Law, waiver) of the applicable conditions set forth in Article VIII (other than conditions which, by their nature, are to be satisfied on the Closing Date but subject to the satisfaction or waiver of those conditions), at the offices of Greenberg Traurig S.C., Paseo de la Reforma No. 265 PH1, Colonia Cuauhtémoc, CDMX, C.P. 06500, Mexico, or at such other time, date or place as Purchaser and the Sellers' Representative may mutually agree upon in writing (the day on which the Closing takes place being the "Closing Date").

(b) At the Closing, Purchaser shall deliver or cause to be delivered:

(i) to the Sellers' Representative, a cash payment equivalent to the Estimated Cash Consideration, minus the Adjustment Escrow Amount, payable by means of electronic wire transfers of immediately available funds, to the account notified to Purchaser by the Sellers' Representative in writing at least five Business Days prior to the Closing Date, and to be allocated by the Sellers' Representative to the Sellers in accordance with written instructions to be provided by the Sellers' Representative at least three Business Days prior to the Closing; provided that such allocation shall be made so that the cumulative Dollar amount of all Total Consideration (whether in Stock Consideration or in Cash Consideration) shall be allocated to each Seller in accordance with their respective Sellers' Percentage Interest;

(ii) to the Sellers, the number of Betterware Shares (NYSE: BWMX) equal to (A) \$35,000,000 divided by (B) the VWAP of Betterware Shares for the period of 30 consecutive trading days ending on the trading day immediately prior to the date of this Agreement (“Stock Consideration”), to be allocated among the Sellers in accordance with written instructions to be provided by the Sellers’ Representative at least three Business Days prior to the Closing; provided that such allocation shall be made so that the cumulative Dollar amount of all Total Consideration (whether in Stock Consideration or in Cash Consideration) shall be allocated to each Seller in accordance with their respective Sellers’ Percentage Interest. The Stock Consideration shall be delivered by Purchaser in book-entry form bearing the restrictive legend provided in Section 4.7(c), and, promptly thereafter on the Closing Date, Purchaser shall deliver to the Sellers’ Representative a copy of the records of Continental Stock Transfer & Trust Company, transfer agent for Purchaser, showing each applicable Seller as the record holder of the number of Betterware Shares as directed by the Sellers’ Representative in accordance with the immediately preceding sentence. The Parties agree that the VWAP for the period of 30 consecutive trading days ending on the last trading day prior to the date of this Agreement is \$15.6171;

(iii) to the Escrow Agent, the Adjustment Escrow Amount, payable by means of electronic wire transfers of immediately available funds to the account of the Escrow Agent, to be held in escrow in accordance with the terms of the Escrow Agreement for the purpose of securing the obligations of the Sellers in Section 2.4(f);

(iv) to Party Licensor, a cash payment equivalent to the One-Time License Fee, payable by means of electronic wire transfers of immediately available funds, to the account notified to Purchaser by Party Licensor and the Sellers’ Representative in writing at least three Business Days prior to the Closing Date;

(v) to Party Licensor, a cash payment of \$10,000,000 to be paid in connection with the Molds Purchase Agreement, payable by means of electronic wire transfers of immediately available funds, to the account notified to Purchaser by Party Licensor and the Sellers’ Representative in writing at least three Business Days prior to the Closing Date;

(vi) to each of the Sellers’ Representative and Escrow Agent, the Escrow Agreement duly executed by Purchaser;

(vii) to the Sellers’ Representative, the Registration Rights and Lock-up Agreement, duly executed by Purchaser;

(viii) to Party Licensor, the License Agreement, duly executed by Purchaser;

(ix) to Party Operations, the Manufacturing Agreement, duly executed by Purchaser;

(x) to Party Products Holdings LLC, a Delaware limited liability company and an Affiliate of the Sellers (“Party Holdings”), the NDA Termination, duly executed by Purchaser;

(xi) to the Sellers’ Representative, a certificate signed by the secretary or any authorized signatory of Purchaser certifying as to: (i) the Organizational Documents of Purchaser; and (ii) resolutions of the board of directors, shareholders or other appropriate governing body of Purchaser authorizing and approving the issuance and delivery of the Stock Consideration and the execution, delivery and performance by Purchaser of this Agreement and any agreements, instruments, certificates, or other documents executed by Purchaser pursuant to this Agreement;

(xii) a certificate or resolution signed on behalf of Purchaser, by an authorized signatory or officer or director of Purchaser, dated as of the Closing Date, stating that the conditions set forth in Section 8.1 as they relate to the representations, warranties and covenants of Purchaser have been satisfied; and

(xiii) to the Sellers' Representative, the Offset Agreement, duly executed by Purchaser.

(c) At the Closing, each Seller or the Sellers' Representative shall deliver or cause to be delivered to Purchaser:

(i) the Offset Agreement, duly executed by each of the Sellers;

(ii) a certificate signed by the secretary or any authorized signatory of each of Party Licensor and Party Operations certifying as to the: (i) Organizational Documents of each of Party Licensor and Party Operations, and (ii) resolutions of the sole member or other appropriate governing body of each of Party Licensor and Party Operations authorizing and approving the execution, delivery and performance by each of Party Licensor and Party Operations of the Ancillary Agreements to which each is a party and any agreements, instruments, certificates, or other documents executed by each of Party Licensor and Party Operations pursuant to such Ancillary Agreements;

(iii) (A) a certification (*titulo de acciones*) representing the Dart Mexico Coöperatief Share, duly endorsed (*endoso en propiedad*) in favor of Purchaser or its designee by an authorized representative of Coöperatief, (B) a certification (*titulo de acciones*) representing the Dart Mexico TSM Shares, duly endorsed (*endoso en propiedad*) in favor of Purchaser or its designee by an authorized representative of TSM, (C) a copy, certified by the secretary of the board of directors (or equivalent governing body) of Dart Mexico of the notation made by an authorized legal representative in the stock registry book (*libro de registro de acciones*) of Dart Mexico evidencing the transfer of the corresponding Dart Mexico Shares to Purchaser and/or its designee, and (D) the Corporate Records of the Companies;

(iv) A tax invoice (*comprobante fiscal digital por internet* per its denomination in Spanish) and a simplified tax invoice issued by TSM that complies with Article 29 and Article 29-A of the Mexican Federal Tax Code (*Código Fiscal de la Federación* per its denomination in Spanish) and rule 2.7.1.14. of the *Resolución Miscelánea Fiscal* for 2025 (or any substitute or successor provision) ("Mexican Miscellaneous Resolution") and applicable Tax Law, and accurately reflects the proper allocation of the Total Consideration between the Dart Mexico TSM Shares and the Dart Mexico Coöperatief Share, as set forth on Exhibit B-1;

(v) an amendment to the articles of association (*alteração do contrato social*) of Dart Brazil duly executed by Brands Americas BV, accurately and properly reflecting (x) the transfer of the Dart Brazil Shares to Purchaser and/or its designees in accordance with the terms hereunder and (y) the election of the individuals appointed by Purchaser as the officers of Dart Brazil as of the Closing Date, and (B) an amendment to the articles of association (*alteração do contrato social*) of Cav Sul duly executed by Investments, accurately and properly reflecting (x) the transfer of the Cav Sul Shares to Purchaser and/or its designees in accordance with the terms hereunder and (y) the election of the individuals appointed by Purchaser as the officers of Cav Sul as of the Closing Date ("Brazil Amendments");

(vi) the Escrow Agreement, duly executed by the Sellers' Representative;

(vii) the Registration Rights and Lock-up Agreement, duly executed by each Seller;

(viii) the License Agreement, duly executed by Party Licensor;

(ix) the Molds Purchase Agreement, duly executed by each of Party Licensor and Dart Mexico (unless the transactions contemplated thereby are completed prior to the Closing);

(x) the Manufacturing Agreement, duly executed by Party Operations;

(xi) the NDA Termination, duly executed by Party Holdings;

(xii) a certificate signed by the secretary or any authorized signatory of each Seller certifying as to: (i) the Organizational Documents of such Seller, and (ii) resolutions of the board of directors, board of managers, shareholders or other appropriate governing body of such Seller authorizing and approving the execution, delivery and performance by such Seller of this Agreement and any agreements, instruments, certificates, or other documents executed by such Seller pursuant to this Agreement;

(xiii) a certificate signed by the secretary or any authorized signatory of each Company certifying as to the: (i) Organizational Documents of such Company, and (ii) resolutions of the board of directors, board of managers, shareholders or other appropriate governing body of such Company authorizing and approving the execution, delivery and performance by such Company of this Agreement and any agreements, instruments, certificates, or other documents executed by such Company pursuant to this Agreement and the change in the holders of capital stock of each such Company pursuant to the terms hereunder;

(xiv) a certificate or resolution signed on behalf of each Seller and Company, by an authorized signatory or officer or director of each Seller and Company, dated as of the Closing Date, stating that the conditions set forth in Section 8.2 as they relate to the representations, warranties and covenants of such Seller and the Companies have been satisfied;

(xv) a certificate or resolution signed on behalf of each Company, by an authorized signatory or officer or director of each Company, dated as of the Closing Date, stating that the conditions set forth in Section 8.1 as they relate to the representations, warranties and covenants of such Company have been satisfied;

(xvi) effective as of the Closing, (a) corporate resolutions of the applicable corporate body of each of the Companies approving the transfer of the Shares in accordance with the terms hereunder and evidencing that each of the individuals listed on Exhibit C are no longer acting directors or managers of any of the Companies, with Companies granting customary releases in favor of any resigning managers and directors, (b) the revocation of the powers of attorney conferred in favor of the attorneys-in-fact of the Companies identified in writing by Purchaser no later than five Business Days prior to the Closing Date, (c) the appointment of the new members of the board of directors or managers of the Companies nominated in writing by Purchaser no later than five Business Days prior to the Closing Date, and (d) the appointment of the attorneys-in-fact of the Companies nominated in writing by Purchaser no later than five Business Days prior to the Closing Date; and

(xvii) evidence reasonably satisfactory to Purchaser that Party Licensor has submitted a copy of the assignment document to record Party Licensor as the exclusive owner of the issued Patents and Patent applications and registered Trademarks and applications to register Trademarks constituting Intellectual Property licensed to Purchaser under the Licensed Agreement with the relevant Governmental Authorities in each of the countries listed on Exhibit J-2; except to the extent that a “force majeure” is the primary reason that Party Licensor has been unable to file prior to the Closing any assignment document in any country listed on Exhibit J-2 other than Brazil and Mexico (in which case such filing shall not be required to be completed prior to the Closing, other than in Brazil and Mexico, subject to Party Licensor’s continuing obligations under the License Agreement with respect thereto). For purposes of this Section 2.2(c)(xvii), “force majeure” event means any government shutdowns, natural disasters, fires, earthquakes, hurricanes or other acts of nature, pandemics or other health emergencies, acts of war (whether or not declared), armed hostilities, insurrection or terrorism, or the escalation or worsening thereof or other similar event that, in any such case, prevents, interferes with or renders impossible the required preparation of or filing of the applicable assignment documentation in such country.

SECTION 2.3. Total Consideration and Closing Statement.

The consideration payable by Purchaser for the Shares shall be equal to the sum of the Stock Consideration and the Cash Consideration (such sum, the “Total Consideration”). On or prior to the fifth Business Day prior to the Closing, Sellers’ Representative shall prepare and deliver to Purchaser a statement (the “Closing Statement”) setting forth Sellers’ good faith estimate of (a) Closing Cash, (b) Net Working Capital (the “Estimated Net Working Capital”), (c) Closing Indebtedness (the “Estimated Closing Indebtedness”), (d) Transaction Expenses (the “Estimated Transaction Expenses”), and (e) the resulting calculation of the Cash Consideration (such resulting calculation, the “Estimated Cash Consideration”). The Closing Statement shall be prepared in accordance with this Agreement and the Accounting Principles. After receipt of the Closing Statement and prior to the Closing Date, Purchaser shall have the right to review and comment on the Closing Statement. Sellers and Sellers’ Representative (i) shall consider in good faith any comments received from Purchaser regarding the contents of the Closing Statement, including Sellers’ Representative’s calculation of the Estimated Cash Consideration, and (ii) may, but will not be required to, deliver to Purchaser a revised Closing Statement prior to the Closing Date based on such comments. Purchaser’s delivery of any comments to the Closing Statement (or failure to do so) shall not be deemed to constitute any waiver or release of any of Purchaser’s rights under this Agreement. To the extent requested by Purchaser, Sellers shall make available to Purchaser and their Representatives all records and work papers used in preparing the Closing Statement and provide reasonable access during normal business hours to members of their accounting and financial staff in connection with Purchaser’s review thereof.

SECTION 2.4. Post-Closing Adjustments.

(a) No later than 60 days following the Closing Date, Purchaser shall prepare and deliver to the Sellers' Representative a statement (the "Post-Closing Statement") setting forth its calculation of (i) Closing Cash, (ii) Net Working Capital, (iii) Closing Indebtedness, (iv) Transaction Expenses, and (v) the resulting calculation of the Cash Consideration. The Post-Closing Statement shall (w) be prepared and calculated in good faith, and in the manner and on a basis consistent with the terms of this Agreement and the Accounting Principles, and shall be in the same form and include only the line items for Net Working Capital and Closing Indebtedness included in the sample statement set forth on Exhibit B-2, (x) not include any changes or purchaser accounting adjustments to assets or liabilities arising from or resulting as a consequence of the transactions contemplated hereby, (y) be based on facts and circumstances as they exist at the Closing Time and (z) exclude the effect of any decision or event occurring after the Closing Time. In furtherance of the foregoing, Purchaser acknowledges and agrees that, with respect to the calculation of Net Working Capital, the Accounting Principles are not intended to permit the introduction of judgments, accounting methods, reserves, principles, practices, procedures, classifications or estimated methodologies different to the ones included on the line items and sample calculations set forth on Exhibit B-2.

(b) Following receipt of the Post-Closing Statement, the Sellers' Representative shall have 45 days (the "Review Period") to review the Post-Closing Statement. During the Review Period, Purchaser and the Companies shall give the Sellers' Representative and its Representatives reasonable access to the books and records of the Companies, the personnel of, and work papers prepared by, Purchaser to the extent that they relate to the Post-Closing Statement, including historical financial information (to the extent in the possession of any of Purchaser or the Companies) relating to the Post-Closing Statement as the Sellers' Representative may reasonably request for the purpose of reviewing the Post-Closing Statement; provided, that such access shall be in a manner that does not interfere with the normal business operations of Purchaser or any of the Companies. If the Sellers' Representative has accepted such Post-Closing Statement in writing or fails to deliver a written statement setting forth Sellers' Representative's objections in reasonable detail, indicating each disputed item or amount and the basis for Sellers' Representative's disagreement therewith (the "Statement of Objections") prior to the expiration of the Review Period, then the Post-Closing Statement shall be final and binding upon the Parties, and shall be deemed the Final Statement for purposes of Section 2.4(f).

(c) If the Sellers' Representative delivers a Statement of Objections in accordance with Section 2.4(b) prior to expiration of the Review Period, then (i) any items and amounts in the Post-Closing Statement that were not expressly disputed in the Statement of Objections shall be final, binding and non-appealable by the Sellers and the Sellers' Representative, and (ii) in respect of any amounts and items that are disputed on the Statement of Objections, the Post-Closing Statement (as revised in accordance with this sentence) shall become final, binding and non-appealable upon the Parties and be deemed the Final Statement for purposes of Section 2.4(f) on the earlier of (A) the date the Sellers' Representative and Purchaser resolve in writing (signed by an authorized representative) any differences they have with respect to the amounts and items specified in the Statement of Objections, or (B) the date any disputed matters are finally resolved in writing by the Accounting Firm. Purchaser and Sellers' Representative shall negotiate in good faith to resolve the disputed items during the 30-day period commencing on the date of Purchaser's receipt of the Statement of Objections. Any written resolution executed by Sellers' Representative and Purchaser as to any amounts and items in dispute shall be final, binding and conclusive.

(d) At the end of such 30 day period, either the Sellers' Representative or Purchaser may submit any and all amounts and items that remain in dispute and that were included in the Statement of Objections (the "Disputed Amounts") to the Mexico City office of KPMG International Limited or, if such firm is unable or unwilling to act, to an internationally recognized independent public accounting firm mutually agreed by the Sellers' Representative and Purchaser (the "Accounting Firm") for resolution of the Disputed Amounts. The Accounting Firm shall act as an expert and not an arbitrator to determine only those Disputed Amounts remaining in dispute. The Accounting Firm will deliver to Purchaser and the Sellers' Representative a written determination (such determination to include a work sheet setting forth all material calculations and corresponding explanations used in arriving at such determination and to be based solely on information provided to the Accounting Firm by the Sellers' Representative and Purchaser) of the Disputed Amounts submitted to the Accounting Firm within 30 calendar days of receipt of such Disputed Amounts, which determination will be final, binding and conclusive absent manifest error. The final, binding and conclusive Post-Closing Statement based either upon agreement or deemed agreement by Purchaser and the Sellers' Representative in accordance with Section 2.4(b), or the written determination delivered by the Accounting Firm in accordance with this Section 2.4(d) will be the Final Statement. If any Party fails to submit a statement regarding any Disputed Amounts submitted to the Accounting Firm within the time determined by the Accounting Firm, then the Accounting Firm shall render a decision based solely on the evidence timely submitted and the access afforded to the Accounting Firm.

(e) Subject to the provisions of this Section 2.4(e) the terms of appointment and engagement of the Accounting Firm shall be as reasonably agreed upon between the Sellers' Representative and Purchaser, and any associated engagement fees shall be initially borne fifty percent (50%) by the Sellers and fifty percent (50%) by Purchaser; provided that all such fees shall ultimately be borne by the Sellers and Purchaser in inverse proportion as such Party ultimately prevails on the matters resolved by the Accounting Firm, which proportionate allocations shall also be determined by the Accounting Firm at the time the decision of the Accounting Firm is rendered on the merits of the Disputed Amounts. Except as provided in the preceding sentence, all other costs and expenses incurred by the Parties hereto in connection with resolving any dispute hereunder before the Accounting Firm shall be borne by the Party incurring such cost and expense. In resolving the Disputed Amounts, the Accounting Firm shall, and shall be instructed by the Sellers' Representative and Purchaser to, (i) be bound by the provisions of this Section 2.4, and apply this Agreement to resolve any such Disputed Amounts, (ii) not assign a value to any item higher than the highest value claimed for such item, or lower than the lowest value claimed for such item, by either Purchaser or Sellers' Representative, (iii) base its award solely on the Post-Closing Statement and the Statement of Objections and not otherwise conduct an independent investigation, and (iv) limit its decision to only the Disputed Amounts which remain in dispute following the end of the 30-day period in Section 2.4(c). The Parties shall in good faith cooperate and assist the Accounting Firm in the calculation of the Cash Consideration and its components, and in the conduct of the review by the Accounting Firm of any proposed calculations of the Cash Consideration and its components.

(f) The Post-Closing Statement that has become final and binding pursuant to this Section 2.4 is referred to herein as the “Final Statement” and the Cash Consideration set forth on such Final Statement shall be deemed the final Cash Consideration (the “Final Cash Consideration”). Within five Business Days of the determination of the Final Statement:

(i) if the Final Cash Consideration is greater than the Estimated Cash Consideration (such excess, the “Final Overage”), Purchaser shall deliver or cause to be delivered to the Sellers’ Representative an aggregate amount equal to the Final Overage by wire transfer of immediately available funds to the account designated in writing by the Sellers’ Representative, to be allocated by the Sellers’ Representative to the Sellers in accordance with the Sellers’ Percentage Interest;

(ii) if the Estimated Cash Consideration is greater than the Final Cash Consideration (such excess, the “Final Underage”), Purchaser and the Sellers’ Representative shall deliver or cause to be delivered a joint written instruction to the Escrow Agent to deliver to Purchaser by wire transfer of immediately available funds to the account designated in writing by Purchaser an aggregate amount equal to the Final Underage from the Adjustment Escrow Fund (not to exceed the amount of funds in the Adjustment Escrow Fund); and

(iii) if (A) no Final Underage exists or (B) the amount available in the Adjustment Escrow Fund exceeds the Final Underage, Purchaser and the Sellers’ Representative shall deliver or cause to be delivered a joint written instruction to the Escrow Agent to deliver to the Sellers’ Representative by wire transfer of immediately available funds to the account designated in writing by the Sellers’ Representative an aggregate amount equal to the funds remaining in the Adjustment Escrow Fund, to be allocated by the Sellers’ Representative to the Sellers in accordance with the Sellers’ Percentage Interest.

(g) Except as otherwise set forth in this Agreement, this Section 2.4 shall constitute the exclusive remedy of the Parties with respect to determination of the Final Cash Consideration. The Parties agree that any payments made pursuant to Section 2.4 shall be treated as an adjustment to the Total Consideration for Tax purposes, unless otherwise required by Law. For the avoidance of doubt, Purchaser acknowledges that, other than with respect to claims against a Party involving the Fraud of such Party, the sole and exclusive remedy to receive payments owed to it under this Section 2.4 shall in no event exceed the aggregate amount of funds remaining in the Adjustment Escrow Fund and shall be recoverable solely from the funds in the Adjustment Escrow Fund and that the Adjustment Escrow Fund and funds in the Adjustment Escrow Fund shall not be available to satisfy any other claim or obligation hereunder. In the event that the funds in the Adjustment Escrow Fund are insufficient to pay to Purchaser any amounts owed to it pursuant to this Section 2.4, Purchaser shall not be entitled to collect any remaining amounts not satisfied from the funds in the Adjustment Escrow Fund, and none of the Sellers’ Representative, the Sellers or any of their respective Affiliates or any other Person shall have any liability or obligation for any such deficiency.

SECTION 2.5. Income and Withholding Tax.

(a) Sellers shall be responsible for, and shall timely pay to each applicable Governmental Authority in Mexico, all income Taxes arising from the sale and transfer of the Shares pursuant to this Agreement; provided, that income Taxes in connection with the sale and transfer of Cav Sul Shares and Dart Brazil Shares shall be paid pursuant to Section 2.5(d) below; provided further, that Purchaser shall not be required to deduct or withhold any amounts in connection with the sale and transfer of the Dart Mexico TSM Shares.

(b) Purchaser, each Company and the Escrow Agent shall be entitled to deduct and withhold from amounts payable to any Person pursuant to this Agreement or any Ancillary Agreement all amounts that Purchaser, such Company or the Escrow Agent reasonably determine may be required to be deducted and withheld under any provision of applicable Tax Law. All such withheld amounts shall be treated as having been paid to the Person in respect of which such deduction and withholding was made. Notwithstanding the foregoing, prior to withholding or deducting any amounts hereunder from any payments, Purchaser, each Company and the Escrow Agent, as applicable, shall provide a reasonable opportunity to the payee to provide forms, documentation or other evidence that would exempt such payments from withholding or deductions or reduce or minimize the amount of any such withholding or deduction under applicable Tax Law. To the extent any amounts are withheld pursuant to this paragraph, Purchaser, each Company and the Escrow Agent, as applicable, shall pay the amounts so withheld to the applicable Governmental Authority within the time periods prescribed by applicable Law, and after completion of such payment, provide the party with respect to which such withholding is made with proof of payment of such withheld amounts to the applicable Governmental Authority, and such other forms or documents as may be provided for by applicable Law that relate to such withholding.

(c) To the extent Coöperatief is subject to Mexican income Tax on the transfer of the Dart Mexico Coöperatief Share pursuant to Article 161 of the Mexican *Ley del Impuesto sobre la Renta* (“Mexican Income Tax Statute”), and Coöperatief elects to be taxed on the capital gain derived from such transfer in accordance with Article 161, paragraph six of the Mexican Income Tax Statute and Section 2.5(c) of this Agreement, then Purchaser or any party shall not withhold, with respect to the payments made to Coöperatief in accordance with the terms of this Section 2.5(c). In such case, Coöperatief shall be solely responsible for the calculation, reporting and payment of the applicable Mexican income Tax. To the extent Coöperatief does not elect net basis taxation pursuant to Article 161, paragraph six of the Mexican Income Tax Statute pursuant to this Section 2.5(c), Purchaser shall be entitled to withhold pursuant to Section 2.5(b) of this Agreement:

(i) at least 10 Business Days prior to the Closing Date, (A) written confirmation informing Purchaser of Coöperatief’s election to apply for the net gain alternative provided under article 161 of the Mexican Income Tax Statute and Articles 215 and 284 of the regulations issued thereunder; and (B) a copy of Coöperatief ’s tax residency certificate in accordance with article 4 of the Mexican Income Tax Statute or article 6 of the regulations issued thereunder;

(ii) no later than five Business Days following its filing: (A) evidence of the receipt of the filing made (including any attachments, annexes, exhibits or schedules thereto) before the appropriate Taxing Authority in Mexico pursuant to procedure form 160/ISR of annex 1-A of the Mexican Miscellaneous Resolution, (B) evidence that the Tax Return filed by Coöperatief in connection with the transfer of the Dart Mexico Coöperatief Share has been filed no later than 15 Business Days after the Closing Date, and (C) a copy of the Tax Return filed by Coöperatief in connection with the transfer of the Dart Mexico Coöperatief Share, together with documentation evidencing the payment of the corresponding Taxes;

(iii) no later than 15 Business Days following the date in which Coöperatief files its Tax Return (or the date in which such Tax Return should have been filed pursuant to applicable Law), a copy of form 39 “notice to file a tax report for the transfer of shares” filed with the appropriate Taxing Authority in Mexico accordance with article 284 of the regulations issued under the Mexican Income Tax Statute; and

(iv) no later than 30 Business Days following the date in which Coöperatief files its Tax Return (or the date in which such Tax Return should have been filed pursuant to applicable Law), a copy of form 40 “cover letter to the tax report related to the transfer of shares” and the corresponding tax report (*dictamen fiscal*) issued by a certified public accountant and filed in accordance with article 284 of the regulations issued under the Mexican Income Tax Statute.

(d) With respect to any payments of the Total Consideration attributable to the sale of Dart Brazil Shares and Cav Sul Shares by Brands Americas BV and Investments:

(i) Purchaser shall withhold and remit to the competent Taxing Authorities in Brazil any amounts of income Tax withheld (*Imposto de Renda Retido na Fonte*) pursuant to this Section 2.5 due in connection with all payments attributable to the sale of Dart Brazil Shares and Cav Sul Shares, in accordance with applicable Law in Brazil.

(ii) Brands Americas BV and Investments shall provide Purchaser no later than 10 Business Days prior to the Closing Date (A) the information and supporting documentation each of them has used to calculate the tax basis (*custo de aquisição*) of the Total Consideration in Reais; and (B) an estimate of the calculation (including supporting documentation) of the corresponding total capital gain (if any) in Reais and the precise amount of the total withholding income Tax due as a result of such capital gain (if any). The estimate of the calculation of the corresponding total capital gain (if any) and the precise amount of the total withholding income Tax due as a result of such capital gain (if any) shall be confirmed by Brands Americas BV and Investments to Purchaser no later than 10 Business Days prior to the Closing Date. Purchaser shall be entitled to deduct and withhold from amounts payable under or in connection with this Agreement the amount of income Taxes required to be withheld under the laws of Brazil (*Imposto de Renda Retido na Fonte*) based on the information provided by Brands Americas BV and Investments. The Parties acknowledge and accept that Purchaser will rely on the information delivered by Brands Americas BV and Investments to Purchaser for purposes of assessing, withholding and paying the withholding Taxes, and each of Brands Americas BV and Investments agrees to hold Purchaser harmless and indemnify Purchaser for any Taxes that should have been withheld by Purchaser and were not withheld as a result of the information delivered by Brands Americas BV or Investments to Purchaser.

(iii) Purchaser shall provide Brands Americas BV and Investments with a copy of the Tax payment receipt (*Documento de Arrecadação de Receitas Federais*) evidencing remittance of the withheld income Tax promptly following such payment.

(e) The obligations of the Parties under this Section 2.5 shall survive the Closing.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANIES

Except as set forth in the Disclosure Schedules attached hereto (collectively, the “Disclosure Schedules”), the Sellers and the Companies hereby represent to Purchaser as of the date hereof and as of the Closing Date, as follows:

SECTION 3.1. Organization and Authority.

Each of the Companies is duly incorporated, validly existing and in good standing under the Laws of its respective jurisdiction of incorporation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Companies have all requisite corporate power and authority to enter into this Agreement and the Ancillary Agreements to which the Companies are a party, to carry out their obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Companies of this Agreement and the Ancillary Agreements to which the Companies are a party, the performance by the Companies of their obligations hereunder and thereunder and the consummation by the Companies of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Companies. This Agreement has been duly executed and delivered by the Companies, and (assuming due authorization, execution and delivery by each other Party hereto) this Agreement constitutes a legal, valid and binding obligation of the Companies enforceable against the Companies in accordance with its terms, subject to the Enforceability Exceptions. When each Ancillary Agreement to which the Companies are or will be a party has been duly executed and delivered by such Companies (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Agreement will constitute a legal and binding obligation of the Companies enforceable against them in accordance with its terms, subject to the Enforceability Exceptions.

SECTION 3.2. Representatives' Authority.

The Representatives of the Companies have the necessary power and authority to execute this Agreement and the Ancillary Agreements to which the Companies are a party on their behalf, which powers and authorities have not been modified, limited or revoked in any manner as of the date hereof.

SECTION 3.3. Capitalization.

(a) (i) The capital stock of Dart Mexico is represented by 147,052,477 shares of capital stock that have been issued and are outstanding, and (ii) all issued and outstanding shares of capital stock of Dart Mexico have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record, legally and beneficially by such Sellers set forth on Section 3.3(a) of the Disclosure Schedules, free and clear of all Encumbrances. Other than with respect to the Dart Mexico Coöperatief Share, TSM is the sole legal and beneficial owner of all the issued and outstanding shares of capital stock of Dart Mexico, free and clear of all Encumbrances (other than Encumbrances in the Organizational Documents of Dart Mexico, as described on Section 3.3(a) of the Disclosure Schedules). Coöperatief is the sole legal and beneficial owner of the Dart Mexico Coöperatief Share, free and clear of all Encumbrances (other than Encumbrances in the Organizational Documents of Dart Mexico, as described on Section 3.3(a) of the Disclosure Schedules). Upon consummation of the transactions contemplated by this Agreement, Purchaser or its designee(s) shall own all the Dart Mexico Shares, free and clear of all Encumbrances (other than Encumbrances in the Organizational Documents of Dart Mexico, as described on Section 3.3(a) of the Disclosure Schedules, or Permitted Encumbrances set forth in clause (e) of the definition of Permitted Encumbrances).

(b) (i) Dart Brazil is authorized to issue an unlimited number of quotas, of which 98,129,914 quotas are issued and outstanding, all of which constitute the Dart Brazil Shares, and (ii) all the Dart Brazil Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record, legally and beneficially by Brands Americas BV, free and clear of all Encumbrances. Upon consummation of the transactions contemplated by this Agreement, Purchaser and/or its designees shall own all the Dart Brazil Shares, free and clear of all Encumbrances.

(c) (i) Cav Sul is authorized to issue an unlimited number of quotas, of which 50,000 quotas are issued and outstanding, all of which constitute the Cav Sul Shares, and (ii) all the Cav Sul Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record, legally and beneficially by Investments, free and clear of all Encumbrances. Upon consummation of the transactions contemplated by this Agreement, Purchaser and/or its designees shall own all the Cav Sul Shares, free and clear of all Encumbrances.

(d) All of the Shares, as set forth on Section 3.3(d) of the Disclosure Schedules, were issued in compliance with applicable Laws. None of the Shares, as set forth on Section 3.3(d) of the Disclosure Schedules, were issued in violation of any agreement, arrangement or commitment to which any Seller or any Company is a party or are subject to or in violation of any preemptive or similar rights of any Person.

(e) There are no outstanding (i) securities of any Company convertible into or exercisable or exchangeable for shares of capital stock of or other voting or equity interests in any Company, (ii) options, calls, puts, warrants or convertible or exchangeable securities, or conversion, preemptive, subscription or other rights or agreements, commitments or understandings of any kind to acquire from any Company, or other obligation of any Seller, any Company or any of their Affiliates to issue, transfer or sell, any shares of capital stock of or other voting or equity interests in any Company or securities convertible into or exercisable or exchangeable for shares of capital stock of or other voting or equity interests in any Company, (iii) voting trusts, stockholder agreements, proxies or other similar rights, agreements or understandings to which any Seller, any Company or any of their Affiliates is a party or by which Seller, any Company or any of their Affiliates is bound with respect to the voting, transfer or dividend rights of any shares of capital stock of or other voting or equity interests in any Company, (iv) contractual obligations or commitments of any character restricting the transfer of, or requiring the registration for sale of, any shares of capital stock of or other voting or equity interests in any Company, (v) obligations, contingent or otherwise, of any Company to repurchase, redeem (or establish any fund with respect to redemption) or otherwise acquire any Shares or items in subclauses (ii) or (iii). There are no bonds, debentures, notes or other indebtedness of any Company having voting rights (or convertible into securities having voting rights), and there are no securities convertible into or exercisable or exchangeable for any such bonds, debentures, notes or other indebtedness. There are no capital appreciation rights, phantom stock plans, securities with participation rights or features or similar obligations or commitments of any Company. Section 3.3(e) of the Disclosure Schedules sets forth a true and correct list of each subsidiary, together with its jurisdiction of organization or formation and the ownership interest (and percentage interest) of each of the Companies.

SECTION 3.4. No Conflicts.

Except as set forth in Section 3.4 of the Disclosure Schedules, each of (a) the execution, delivery and performance by each Company of this Agreement and the Ancillary Agreements to which each Company is a party, (b) the performance by each Company of this Agreement and/or the Ancillary Agreements to which each Company is a party and (c) the consummation of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of any Company's Organizational Documents, (ii) result in a breach of or constitute a default under, give to others any right of termination, amendment, acceleration or cancellation of, result in triggering any payment or other obligations pursuant to, any note, bond, mortgage, contract, confidentiality agreement or similar agreement, lease, license, or other agreement to which any Company is a party or by which any Company's properties or assets are bound or affected, (iii) violate or conflict with, constitute a breach of or default under, any Law or Governmental Order applicable to any Company or by which any Company's properties are bound, or (iv) result in the creation or imposition of any Encumbrance (other than Permitted Encumbrances) on any properties or assets of any Company; except, in the cases of each of items (ii) and (iii) above, for any conflict, violation, breach, default, termination, amendment, acceleration or cancellation which, individually or in the aggregate, would not materially and adversely affect any Company or materially impair any Company's ability to effect the Closing.

SECTION 3.5. Consents, Filings and Approvals.

Except as set forth in Section 3.5 of the Disclosure Schedules, no consent, approval, notification, authorization or order of, or declaration, filing or registration with, any Governmental Authority or other third party is required to be obtained or made by or with respect to the execution, delivery and performance by each Company of this Agreement or the Ancillary Agreements to which each Company is a party or the consummation of the transactions contemplated hereby or thereby, except for cases where the failure to obtain (or give or make, as applicable) such consent, approval, notification, authorization, order, declaration, filing or registration would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, or materially impair any Company's ability to effect the Closing.

SECTION 3.6. Financial Statements.

(a) The Sellers' Representative and the Companies have made available to Purchaser (i) in the case of Cav Sul and Dart Brazil, (1) copies of the audited financial statements consisting of the balance sheet of each of Cav Sul and Dart Brazil as at December 31, 2023 and the related statements of income and retained earnings, stockholders' equity and cash flow for the year then ended, and (2) copies of the unaudited financial statements consisting of the balance sheets of Cav Sul and Dart Brazil as at December 31, 2024 and the related statements of income and retained earnings for the year then ended, (ii) in the case of Dart Mexico, copies of the unaudited financial statements consisting of the balance sheets of Dart Mexico as at December 31 in each of the years 2024 and 2023 and the related statements of income and retained earnings for the years then ended (collectively, clause (i) and (ii), the "Annual Financial Statements"), and (iii) unaudited financial statements consisting of the balance sheets of each of the Companies as of September 30, 2025 ("Reference Date") and the related statements of income and retained earnings for the nine-month period then ended (the "Interim Financial Statements" and together with the Annual Financial Statements, the "Financial Statements"). The Financial Statements and all notes accompanying the Financial Statements are set forth on Section 3.6(a) of the Disclosure Schedules.

(b) Except as set forth on Section 3.6(b) of the Disclosure Schedules, the Financial Statements have been prepared in accordance with the applicable Accounting Principles applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Annual Financial Statements). The Financial Statements are based on the books and records of the Companies, and fairly present, in all material respects, the financial position, results of operations, changes in shareholders equity and cash flows of the Companies as of the respective dates they were prepared and for the periods indicated therein.

(c) Since the Reference Date, there has been no material change in any of the accounting (and Tax accounting) policies, practices or procedures of any of the Companies, except for any changes required under the applicable Accounting Principles or applicable Law.

SECTION 3.7. No Undisclosed Liabilities.

None of the Companies have any Liabilities, except for those Liabilities (a) which are adequately reflected or reserved against in the Financial Statements, (b) which have been incurred in the ordinary course of business since the Reference Date and that are not, individually or in the aggregate, material in amount, (c) set forth in Section 3.7 of the Disclosure Schedules, or (d) as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole.

SECTION 3.8. Absence of Certain Changes, Events and Conditions.

Since the Reference Date and except with respect to acts required in connection with the transactions contemplated by this Agreement (including the Pre-Closing Arrangements), (a) each Company has conducted its business in the ordinary course of business in all material respects consistent with past practice and there has not been any action taken that, if it would have been taken after the date hereof without Purchaser's prior written consent, would constitute a breach of Section 6.1 and (b) there has not been any event, occurrence, fact, condition or change that is, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 3.9. Assets and Real Property.

(a) Each Company has good and valid (and, in the case of owned Real Property, good and marketable fee simple) title to, or a valid leasehold interest in, all Real Property and material personal property and other assets reflected in the Financial Statements or acquired after the Reference Date, other than (x) properties and assets sold or otherwise disposed of in the ordinary course of business since the Reference Date and (y) Intellectual Property, which is covered in Section 3.12. All such properties and assets (including leasehold interests) are, (i) except for ordinary wear and tear, in good condition in all material respects, and (ii) owned by the Companies free and clear of Encumbrances except for Permitted Encumbrances. Upon completion of the transactions contemplated by the Molds Purchase Agreement at or prior to Closing, Dart Mexico will have good and valuable title to all of the Molds, free and clear of all Encumbrances (other than Permitted Encumbrances). All of the Molds are, except for ordinary wear and tear taking into account the age and historical volume of use of any given Mold, in good condition in all material respects.

(b) Section 3.9(b) of the Disclosure Schedules sets forth a true, correct and complete list of (i) the street address of each parcel of Real Property, (ii) if such Real Property is owned, leased or subleased by a Company and, if applicable, the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease, and (iii) the current use of such Real Property, as of the date hereof. With respect to Real Property owned by any of the Companies, the Sellers' Representative and the Companies have made available to Purchaser copies of the deeds and other instruments (as recorded) by which any Company acquired such Real Property, and copies of all title insurance policies, abstracts, surveys and other relevant documentation in the possession of any Company and relating to the Real Property owned by the Companies. Except as set forth in Section 3.9(b) of the Disclosure Schedules, no Company is a lessor, sublessor or grantor under any lease, sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any Real Property. With respect to Real Property owned by the Companies, to the Knowledge of the Companies, the use and operation of such Real Property in the conduct of the business of the Companies does not violate in any material respect any applicable Law or Material Contract. With respect to Real Property leased or subleased by the Companies, to the Knowledge of the Companies, the use and operation of such Real Property in the conduct of the business of the Companies does not violate in any material respect any applicable Law or Material Contract.

(c) Except as set forth in Section 3.9(b) of the Disclosure Schedules, no material improvements constituting a part of any of the Real Property encroach on real property owned or leased by a Person other than the Companies. Except as set forth in Section 3.9(b) of the Disclosure Schedules, there are no Actions pending or, to the Knowledge of the Companies, threatened against or affecting any of the Real Property or any portion thereof or interest therein in the nature of or in lieu of condemnation or eminent domain proceedings. No Company has granted any option to purchase, lease or sublease any Real Property, or any portion thereof or interest therein.

SECTION 3.10. Environmental Matters.

(a) (i) Each Company is and has been since November 27, 2024 in compliance in all material respects with Environmental Laws and Permits applicable to its assets and operations, including by possessing all Permits required to use, store and/or transport controlled products and/or hazardous materials under Environmental Laws, or as may otherwise be required under Environmental Laws to operate their business (the “Environmental Permits”), except for those Environmental Permits set forth on Section 3.10(a) of the Disclosure Schedules, (ii) each Company is and has been since November 27, 2024 in compliance in all material respects with the Environmental Permits, including its constraints and other perfection requirements, and (iii) no Company has received any written notice from any Governmental Authority or third party stating that there is a material pending or threatened Action against any of the Companies involving the breach of any Environmental Law or Environmental Permit.

(b) The Environmental Permits are in full force and effect, and to the Knowledge of the Companies, there are no circumstances that would reasonably be expected to lead to the revocation, suspension, modification, or non-renewal of any of the Environmental Permits.

(c) To the Knowledge of the Companies, there have been (i) no Releases of Hazardous Substances on any Real Property or any indoor or outdoor environment, and (ii) no other actions, activities, events or conditions, in either case that have resulted in, or could reasonably be expected to give rise to, an Action related to the breach of any Environmental Law or Environmental Permit by any of the Companies.

(d) Except for those Environmental Permits set forth on Section 3.10(d) of the Disclosure Schedules, to the Knowledge of the Companies, there is no underground storage tank or underground injection well on any Real Property of any of the Companies.

SECTION 3.11. Material Contracts.

(a) Section 3.11 of the Disclosure Schedules sets forth a true, correct and complete list of each of the following Contracts to which any Company is a party or by which any of the assets of any Company are bound as of the date hereof (“Material Contracts”):

(i) all Contracts involving aggregate consideration payable to or by any Company after the date hereof in excess of \$1,000,000;

(ii) all material Contracts with any Commercial Agent, distributor, dealer, manufacturer, manufacturer’s representative or sales representative;

(iii) all Contracts containing a “key person” or other provision requiring the continuity of one or more shareholders of any Company or any director, officer or employee of any Company;

(iv) all Contracts that require any Company to purchase its total requirements of any product or service from a third party or that contain “take or pay” provisions;

(v) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or all or a material amount of assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(vi) all Contracts relating to Indebtedness (other than Indebtedness set forth in subclauses (f), (g) and (h) (in the case of subclause (h), solely to the extent guaranteeing obligations on behalf of any third party of the types of Indebtedness set forth in subclauses (f) and (g)) of the definition of Indebtedness) of any Company in excess of \$250,000 individually or \$500,000 in the aggregate;

(vii) all Contracts that limit or purport to limit the ability of any Company to compete in any line of business or with any Person or in any geographic area or during any period of time, including exclusivity provisions;

(viii) all Contracts that provide for any joint venture, partnership or similar arrangement involving any Company;

(ix) all Contracts concerning the occupancy, management or operation of any Real Property;

(x) all Companies IP Agreements

(xi) all collective bargaining Contracts with any union;

(xii) all Contracts that provide for the indemnification of any Person (other than a Company) or the assumption of any Tax or environmental Liability, or any other material Liability of any Person (other than a Company); and

(xiii) all Contracts with any Governmental Authority.

(b) Each Material Contract constitutes a legal, valid and binding obligation of the Companies party thereto and, to the Knowledge of the Companies, of the remaining parties thereto. Each Material Contract is valid and enforceable in accordance with its terms and is in full force and effect, subject to the Enforceability Exceptions, as of the date hereof. None of the Companies or their Affiliates or, to the Knowledge of the Companies, any other party thereto is in breach of or default under, or has provided or received any written notice alleging any party is in breach of or default under or has any intention to terminate any Material Contract.

SECTION 3.12. Intellectual Property.

(a) Section 3.12(a) of the Disclosure Schedules sets forth a true, correct and complete list of all (i) active issued, registered and applied for Companies Intellectual Property in the Territory (the “Companies Registered Intellectual Property”), including (A) issued Patents and Patent applications, (B) registered Trademarks and applications to register Trademarks, (C) registered Copyrights and applications to register Copyrights and (D) domain names and social media accounts, and (ii) all material Software and other material unregistered Intellectual Property that constitutes Companies Intellectual Property, specifying as to each such item, as applicable, the owners (and in the case of domain names, the registrant, and in the case of social media accounts, the account holder), jurisdiction of application and/or registration, the application and/or registration number and whether such Intellectual Property constitutes Companies Owned Intellectual Property or Companies Licensed Intellectual Property. All material Companies Registered Intellectual Property that has issued or registered, is subsisting and has not expired, been cancelled, or been abandoned, and is valid and enforceable in full force and effect. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, to the Knowledge of the Companies, all of the material unregistered Intellectual Property constituting Companies Intellectual Property is valid and enforceable. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, all required filings and fees related to the maintenance of the Companies Intellectual Property have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars. Except as set forth in Section 3.12(a) of the Disclosure Schedules, Party Licensor is the sole and exclusive owner of all rights, title and interests with respect to the Companies Licensed Intellectual Property free and clear of any Encumbrances (other than Permitted Encumbrances) and has all necessary rights, power and authority to grant the exclusive license granted under the License Agreement and perform its obligations thereunder.

(b) At the Closing, the Companies shall exclusively own all right, title and interest in and to the Companies Owned Intellectual Property, and the Companies shall have sufficient rights to use all of the Companies Intellectual Property, in each case, free and clear of any Encumbrances, except Permitted Encumbrances and the License Agreement. Each item of Companies Registered Intellectual Property identified in Section 3.12(a) of the Disclosure Schedules forming part of the Companies Owned Intellectual Property is or will be at Closing registered and/or recorded in the name of the Companies identified in Section 3.12(a) of the Disclosure Schedules.

(c) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, each Company has entered into binding, valid and enforceable, written Contracts with each current and former employee and independent contractor who is or was involved in or has contributed to the invention, creation, or development of any Intellectual Property for such Company during the course of employment or engagement with such Company, pursuant to which such employee or independent contractor (i) acknowledges such Company’s exclusive ownership of all such Intellectual Property invented, created, or developed by such employee or independent contractor within the scope of his or her employment or engagement with such Company, (ii) grants to such Company a present, irrevocable assignment of any ownership interest such employee or independent contractor may have in or to such Intellectual Property, and (iii) irrevocably waives any right or interest, including any moral rights, regarding such Intellectual Property, to the extent permitted by applicable Law, or such rights have vested in such Company under operation of Law.

(d) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, neither the execution, delivery or performance of this Agreement or any Ancillary Agreement, nor the consummation of the transactions contemplated hereunder or thereunder, will result in a loss or impairment of or require payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, any Company’s right to own or use any Companies Intellectual Property, or impair any right, title or interest of any of the Companies in or to any of the Companies IT Systems or Companies Software, and immediately subsequent to the Closing, the Companies Intellectual Property, Companies IT Systems and Companies Software will be owned by, licensed to or available for use by the Companies at least to the full extent owned, licensed to or used by them immediately prior to the Closing.

(e) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, and each Company, Seller, Party Licensor and their other Affiliates, to the extent that any of them possess any Trade Secrets included in the Companies Intellectual Property, have each taken commercially reasonable steps to preserve the confidentiality of all Trade Secrets included in the Companies Intellectual Property, including by requiring all Persons having access thereto to execute binding, written non-disclosure agreements related to the use of such Trade Secrets. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, there has not been any unauthorized access to, or use or disclosure of, any Trade Secrets included in the Companies Intellectual Property.

(f) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, the Companies own or possess the right to use pursuant to valid licenses, sublicenses, agreements or permissions all items of Intellectual Property that are used in or are reasonably necessary for the operation of the business of the Companies as currently conducted. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, none of the Companies Intellectual Property used for the operation of the business of the Companies or their Affiliates in the Territory is subject to any Contract or Governmental Order restricting or otherwise limiting the use, validity, enforceability, scope, licensing or ownership thereof or any right, title or interest of any of the Companies with respect thereto, other than the agreements listed on Section 3.12(f) of the Disclosure Schedules, and, with respect to the Companies Licensed Intellectual Property, the License Agreement. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, no predecessor in interest with respect to any of the Companies Intellectual Property has any right, title, or interest with respect to any of the Companies Intellectual Property.

(g) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, none of the Companies or any of their Affiliates in the Territory, nor the conduct of any of their respective businesses, or any Companies Product (including any development, manufacture, reproduction, performance, display, marketing, distribution, importation, offer for sale, sale, license or use thereof), infringes, misappropriates, dilutes or otherwise violates, or, in the past three years, has infringed, misappropriated, diluted or otherwise violated, any Intellectual Property of any Person. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, in the past three years, to the Knowledge of the Companies, no Person has infringed, misappropriated, diluted or otherwise violated any of the Companies Intellectual Property. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, no Person is contesting, nor, to the Knowledge of the Companies, in the past three years has previously contested, the validity, use, registrability, ownership or enforceability of any Companies Intellectual Property (including any cancellation, opposition or similar proceedings), and no Action regarding any of the foregoing is pending or is threatened in writing.

(h) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, the information technology systems, including the software, hardware, databases, networks, servers, websites and related assets used, operated or held for use in the business of any of the Companies (the “Companies IT Systems”) are reasonably sufficient for the operation of their business as currently conducted and, as of the Closing Date, will be either owned, leased or licensed by the Companies. The Companies implement, maintain and have periodically tested commercially reasonable security, disaster recovery and business continuity plans, and procedures designed to protect the Companies IT Systems against unauthorized access or manipulation by third parties and which include reasonable recovery and business continuity procedures with respect to (i) overload, failure, limitation of system capacities, manual misuses and other interruptions of regular business operations, and (ii) fire, explosion, flood, any other calamity and other interruptions of regular business operations. In the prior 24 months, there has been no material failure, breakdown, or other substandard performance of any Companies IT Systems that has not been remediated in all material respects. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, the Companies IT Systems are free of any Malicious Code or material bugs. “Malicious Code” means any computer code or other procedures, routines or mechanisms which are designed to: (A) disrupt, disable, harm or impair in any material way such Software’s operation, (B) cause such Software to damage or corrupt any data, storage media, programs, or equipment, or otherwise materially interfere with any of the Company’s operations or (C) permit any third party to access any such Software to cause disruption, disablement, harm, impairment, damage erasure or corruption (sometimes referred to as “traps”, “viruses”, “access codes”, “ransomware,” “back doors” “trojan horses,” “time bombs,” “worms,” or “drop dead devices”). No third Person has gained unauthorized access to any Companies IT Systems.

(i) Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, all Software included in the Companies Owned Intellectual Property (“Companies Software”) that is licensed, distributed or otherwise made available for use by the Companies to third parties is licensed, distributed or made available pursuant to an end user license agreement that has been made available to Purchaser or is otherwise publicly available. Except as would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Companies, taken as a whole, (i) no Companies Software or tangible embodiments thereof have been placed in escrow, (ii) none of the Sellers, the Companies or their Affiliates has disclosed, delivered or licensed to any Person or agreed or obligated itself to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, any source code for the Companies Software, other than disclosures to employees, contractors and consultants (A) involved in the development of Companies Software and (B) subject to a written confidentiality agreement, (iii) no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in the disclosure, delivery or license by any of the Sellers, Companies or their Affiliates of any source code for the Companies Software, other than disclosures to employees and consultants involved in the development of Companies Software, (iv) the source code for Companies Software has been documented in a professional manner that is consistent with customary code annotation conventions and practices in the software industry and (v) no Companies Software was or is developed in whole or in part using, linked to or distributed with, any software, software development toolkits, databases, libraries, scripts, or other, similar modules of software that are subject to “open source” or similar license terms in a manner that subjects or purports to subject the Companies Software to any copyleft license or that requires or purports to require any of the Companies to grant any license or disclose any source code with respect to Intellectual Property included in Companies Software, or permit third parties to decompile, disassemble or otherwise reverse engineer, or create derivative works based on, any Companies Software, or grant rights to any Companies Software free of charge.

(j) Section 3.12(j) of the Disclosure Schedules lists all Companies Products that are not exclusively produced to final packaged form at the manufacturing facilities owned or operated by a Company and the applicable third-party manufacturer of such Companies Products. Except as otherwise disclosed in Section 3.12(j) of the Disclosure Schedules, the Companies Intellectual Property includes all material Intellectual Property necessary to continue the production, marketing, distribution and sale of all Companies Products in substantially the same manner and extent currently undertaken by the Companies and their Affiliates in the Territory.

SECTION 3.13. Data Privacy.

(a) Schedule 3.13(a) of the Disclosure Schedules identifies and describes each electronic or other database used by the Companies, including any database containing (in whole or in part) Personal Information maintained by or for the Companies, as well as the types of Personal Information Processed by the Companies, the means by which such Personal Information was collected, and the security policies that have been adopted and maintained with respect to each such database and such Personal Information. The Companies, and to the Knowledge of the Companies, each of their contractors or agents that Process Personal Information for or on behalf of the Companies or that share Personal Information with the Companies (collectively, "Data Partners"), comply in all material respects, and during the past three years have complied in all material respects, with all applicable Data Privacy and Security Requirements.

(b) Neither the execution, delivery or performance of this Agreement or any Ancillary Agreement, nor the consummation of the transactions contemplated hereunder or thereunder, will result in a violation or breach of, or conflict with, any Data Privacy and Security Requirements in any material respect.

(c) In the past three years, the Companies have implemented a commercially reasonable policy designed to conduct due diligence on all Data Partners.

(d) The Companies have at all times during the past three years, implemented, maintained and complied in all material respects with, commercially reasonable and appropriate technical, physical, and organizational measures, to (i) protect Personal Information and confidential information against a Security Incident, and (ii) identify and address material risks to the privacy and security of Personal Information and material confidential information Processed or controlled by the Companies. During the past three years none of the Companies, nor, to the Knowledge of the Companies, any of their respective Data Partners, have experienced any material Security Incidents.

(e) During the past three years, in relation to any Security Incident or violation of a Data Privacy and Security Requirement related to Processing of Personal Information in connection with the business of the Companies, neither any of the Companies nor, to the Knowledge of the Companies, any of their respective Data Partners (with respect to Personal Information Processed for or on behalf of the Companies) has: (i) notified or been required to notify any Person or (ii) received any written notice, inquiry, request, claim, complaint, correspondence or other written communication from, or been the subject of any investigation or enforcement action by, any Person.

(f) During the past three years, the Companies, and, to the Knowledge of the Companies, their respective Data Partners, have not received any written notice or other written correspondence from any Person or Governmental Authority alleging that the Companies, or, to the Knowledge of the Companies, any of their respective Data Partners, have failed to comply in any material respect with any Data Privacy and Security Requirements related to Processing of Personal Information in connection with the business of the Companies.

SECTION 3.14. Suppliers.

Section 3.14 of the Disclosure Schedules sets forth the ten largest suppliers of the Companies, taken as a whole, based on Dollar amounts of products and services supplied to the Companies (the “Suppliers”), in each case, for the 12 months ended on the Reference Date, and the amounts for which such Suppliers invoiced the Companies during such period. Except as set forth in Section 3.14 of the Disclosure Schedules, (a) all Suppliers continue to be suppliers of the Companies, (b) none of the Companies has received any written notice that any Supplier will reduce materially its business with the Companies from the levels achieved during the 12 months ended on the Reference Date, and, to the Knowledge of the Companies, no Supplier has threatened in writing to do so, (iii) no Supplier has terminated its relationship with any of the Companies and, to the Knowledge of the Companies, no Supplier has threatened in writing to do so, and (iv) none of the Companies are involved in any material claim, dispute or controversy with any Supplier.

SECTION 3.15. Corporate Records.

The Corporate Records of each of the Companies are complete and correct in all material respects and have been maintained in all material respects in accordance with the requirements under applicable Laws. At the Closing, all the Corporate Records of the Companies will be in the possession of the Companies.

SECTION 3.16. Permits.

The Companies own or possess all Permits that are necessary under applicable Law to enable them to carry on their business, free and clear of any Encumbrances, other than Permitted Encumbrances and those Permits the failure of which to hold would not reasonably be expected to be materially adverse to the Companies, taken as a whole, and are in compliance in all material respects with all of such Permits. In the past three years, none of the Companies has received any written notice or claim from any Governmental Authority that asserts, or raises the possibility of assertion of, any material noncompliance with any Permits.

SECTION 3.17. No Actions or Governmental Orders.

There are no Actions pending, or to the Knowledge of the Companies, threatened (a) against, relating to or involving any of the Companies, their business or any properties or assets owned, leased or used by any of the Companies, or (b) that challenge, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated under this Agreement or any Ancillary Agreement. There are no material outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting any of the Companies or any of their properties or assets.

SECTION 3.18. Compliance with Laws and Companies Products.

(a) In the past three years, each of the Companies has complied with all Laws applicable to it or its business, properties or assets, except for instances of non-compliance that would not reasonably be expected to be materially adverse to the Companies, taken as a whole.

(b) In the past three years, all the products produced, marketed, sold, or otherwise made available by any of the Companies and their Affiliates in the Territory ("Companies Products") have been advertised, manufactured, exported, imported, packaged and labeled in compliance in all material respects with all applicable Laws. In the past three years, none of the Companies or Sellers has received written notice from any Governmental Authority (including any consumer protection agency) notifying any of them that an Action has been commenced against it or notifying any of them of the potential imposition of fines or any other sanctions or penalties with respect to the Companies Products (or with respect to the advertisement, manufacture, packaging or labeling of the Companies Products) for failure to comply with applicable Laws. In the past three years, none of the Companies or their Affiliates in the Territory has withdrawn or recalled any of the Companies Products.

SECTION 3.19. Tax Matters. In each case, (x) except as set forth on Section 3.19 of the Disclosure Schedules, and (y) except as would not reasonably be expected to be, individually or in the aggregate, materially adverse to the Companies, taken as a whole, and (z) solely as relates to the period following November 27, 2024:

(a) All Tax Returns required to be filed by any of the Companies have been duly and timely filed and were prepared consistent in all material respects with all applicable Tax Laws. Such Tax Returns are true, complete and correct in all material respects. All Taxes due and owing by or on behalf of any of the Companies (whether or not shown on any Tax Return) have been timely paid to the appropriate Taxing Authority.

(b) Each of the Companies has withheld and paid over to the appropriate Taxing Authority all Taxes required to have been withheld and paid over in connection with amounts paid or owing to any Employee, Independent Contractor, Commercial Agent, creditor, customer, shareholder or other Person, and complied in all material respects with all applicable Law relating to the payment and withholding of Taxes.

(c) No written claim has been made by any Taxing Authority in any jurisdiction where any of the Companies does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction or required to file such Tax Returns. Except as set forth on Section 3.19 of the Disclosure Schedules, as of the date hereof, there are no Actions, claims, notices of deficiency, or assessments pending against any Company for any material amount of Taxes.

(d) There are no Governmental Orders, special Tax incentives, Contracts, installment payment programs or similar arrangements with any Governmental Authority with respect to Taxes, Tax Returns or the determination of the Tax Liability of any of the Companies that would have continuing effect or be binding for periods (or portions thereof) ending after the Closing Date.

(e) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of any of the Companies. No power of attorney has been granted with respect to any matter relating to Taxes of or with respect to any of the Companies that will be in force following the Closing.

(f) No deficiencies for any Taxes have been proposed, asserted or assessed against or with respect to the income or assets of any of the Companies. As of the date hereof, there are no Actions pending or, to the Knowledge of the Companies, threatened against or with respect to any of the Companies regarding Taxes. None of the Companies has commenced a voluntary disclosure proceeding with any Taxing Authority in any jurisdiction that has not been fully resolved or settled.

(g) There are no Encumbrances for Taxes (other than Permitted Encumbrances) upon any of the assets of the Companies.

(h) None of the Companies is a party to, nor bound by, any Tax indemnity, Tax sharing or Tax allocation Contract or arrangement.

(i) No private letter rulings, technical advice memoranda or similar Contracts, agreements or rulings have been requested, entered into or issued by any Taxing Authority with respect to any of the Companies.

(j) None of the Companies has been a member of an affiliated, combined, consolidated, unitary, loss-sharing or similar group for Tax purposes.

(k) All Tax credits, which are currently recognized, appraised and registered by the Companies in their applicable Tax Returns, and in the Financial Statements, are accurate and can be deducted, recovered or otherwise used by the corresponding Company in accordance with applicable Law. The CUCA balance of Dart Mexico as of the date hereof is set forth on Section 3.19(k) of the Disclosure Schedules.

(l) None of the Companies will be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxable period or portion thereof ending after the Closing Date as a result of:

(i) any change in a method of accounting or use of an improper method of accounting for a taxable period ending on or prior to the Closing Date;

(ii) an installment sale or open transaction occurring on or prior to the Closing Date; or

(iii) a prepaid amount received on or before the Closing Date.

(m) Except for the express representations and warranties made by the Sellers and the Companies in this Section 3.19, none of the Sellers or the Companies makes any representation or warranty, express or implied, concerning Taxes, Tax Returns (including information reporting), or other Tax matters and except for the representations and warranties under Section 3.19(d), (e), and (k), none of the representations and warranties under this Section 3.19 refer to any Taxes, Tax Returns or other Tax matters for any period after the Closing Date. In no event shall any of the representations and warranties made by the Sellers and the Companies in this Agreement be deemed to include Taxes, Tax Returns or other Tax matters arising from successor liability.

SECTION 3.20. Labor and Employee Benefits. In each case, (x) except as set forth on Section 3.20 of the Disclosure Schedules, and (y) except as would not reasonably be expected to be, individually or in the aggregate, materially adverse to the Companies, taken as a whole:

(a) A true, correct and complete list of all current employees of the Companies as of the date hereof (collectively with all current employees of the Affiliates of the Companies in the Territory that will be offered employment with Dart Mexico pursuant to the Pre-Closing Arrangements, each an “Employee” and collectively, the “Employees”), including their: (i) name, (ii) title or position (including whether full or part time), (iii) hire date, (iv) date of seniority (if different from date of hire), (v) legal entity employer, (vi) work location (including city, state and country), (vii) salary and other compensation, and (viii) leave of absence status and type (if applicable) has been made available to the Purchaser. To the Knowledge of the Companies, there are no verbal agreements or understandings that establish special rights, terms or conditions of work, including any general or specific salary increase or any increase in any type of remuneration or benefits, direct or indirect due to any Employees (including bonuses, pension plans and stock option plans). To the extent required by applicable Law, each of the Companies and their Affiliates in the Territory have a written Contract executed with each and all Employees in the Territory. Each of the Companies and their Affiliates in the Territory is in compliance with all their labor and social security obligations as it relates to their Employees and, if applicable, their Independent Contractors.

(b) Section 3.20(b) of the Disclosure Schedules contains a true, correct and complete list of all current Independent Contractors engaged by the Companies in the Territory as of the date hereof, including their: (i) name, (ii) date of execution of the Contracts entered into with the Companies, (iii) name of the Companies parties to Contracts with any Independent Contractors, and (iv) country where the activities of the Independent Contractors are performed. The Companies and/or their Affiliates in the Territory have entered into written Contracts with each and all Independent Contractors in the Territory.

(c) Section 3.20(c) of the Disclosure Schedules contains a true, correct and complete list of all collective bargaining Contracts to which any of the Companies are a party to, or that the Companies are currently negotiating. There is no labor strike, request for representation, material slowdown or material stoppage pending or, to the Knowledge of the Companies, threatened against or adversely affecting any of the Companies or their Affiliates in the Territory, that would reasonably be expected to be, individually or in the aggregate, material to the Companies, taken as a whole. In the past three years, the Companies and their Affiliates in the Territory have not experienced any significant union organization attempts or any work stoppage due to any labor disagreement, nor as of the date hereof is there any labor strike, request for representation, slowdown or stoppage pending, or to the Knowledge of the Companies, threatened against or affecting any Company or any of their Affiliates in the Territory.

(d) All of the Employees of Dart Mexico and its Affiliates in Mexico are duly registered before the Mexican Social Security Institute (*Instituto Mexicano del Seguro Social*), the Federal Housing Fund (*Instituto del Fondo Nacional de la Vivienda para los Trabajadores*), and all other applicable federal, state and municipal Governmental Authorities necessary to comply with applicable Law.

(e) Except as set forth on Section 3.20(e) of the Disclosure Schedules, there are no Actions pending, or to the Knowledge of the Companies, threatened, either commenced by any Employee or Independent Contractor against any Companies or any of their Affiliates in the Territory, or by any of the Companies or their Affiliates in the Territory against any of its Employee or Independent Contractor, including with respect to discrimination, harassment or sexual misconduct, that would reasonably be expected to be, individually or in the aggregate, materially adverse to the Companies, taken as a whole.

(f) Each of the Companies and their Affiliates in the Territory: (i) has in the past three years, properly classified in all material respects all Employees and Independent Contractors in the Territory as employees or independent contractors, respectively, pursuant to applicable Law, (ii) has in the past three years, complied in all material respects with all payment obligations owed to current or former Employees or Independent Contractors for any services or amounts required to be reimbursed or otherwise paid, including mandatory profit sharing (*participación de los trabajadores en las utilidades de las empresas*), and, (iii) other than with respect to Dart Mexico, is not liable for any material payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority with respect to unemployment compensation benefits, social security or other benefits or obligations for any current or former Independent Contractors or Employees (other than routine payments to be made in the ordinary course of business).

(g) To the Knowledge of the Companies, no Employee or Independent Contractor is in material violation of any term of any employment Contract, consulting Contract, non-competition Contract, non-solicitation Contract, or non-disclosure Contract, proprietary information Contract or any other Contract relating to confidential or proprietary information, Intellectual Property, or competition, except as where such violations would not reasonably be expected to be, individually or in the aggregate, materially adverse to the Companies, taken as a whole. There are no Contracts providing for retention (in connection with the transactions contemplated under this Agreement or any Ancillary Agreement), non-statutory severance, or other non-statutory consideration in the event of termination of an Employee or Independent Contractor that would not reasonably be expected to be, individually or in the aggregate, material to the Companies, taken as a whole.

(h) Except as set forth on Section 3.20(h) of the Disclosure Schedules, to the Knowledge of the Companies, no Key Employee has provided written notice of his or her intent to terminate his or her employment with the Companies, nor do any of the Companies have a present intention to terminate the employment of any Key Employee.

(i) Except as set forth on Section 3.20(i) of the Disclosure Schedules, no permanent or temporary layoff of a significant number of employees, facility closure or shutdown (whether voluntary or by Law), material reduction-in-force, furlough, material work schedule change or material reduction in hours, or material reduction in salary or wages, or other material workforce changes affecting Employees or Independent Contractors has occurred in the last three years or is currently contemplated, planned or announced.

(j) Section 3.20(j) of the Disclosure Schedules contains a true, correct and complete list of all Benefit Plans. With respect to each Benefit Plan, the Sellers have made available to Purchaser copies of each of the following (to the extent applicable) (i) where such Benefit Plan has been reduced to writing, the plan document together with all amendments, (ii) where the Benefit Plan has not been reduced to writing, a written summary of all material plan terms, (iii) where applicable, copies of any Contracts or other applicable Benefit Plan documents, (iv) copies of any material written communications (or a description of any material oral communications) relating to such Benefit Plan with any Governmental Authority, and (v) in the case of any such Benefit Plan that is intended to be Tax-qualified, a copy of the most recent determination, opinion or advisory letter from a Governmental Authority with respect to such Benefit Plan's continued qualification.

(k) None of the Companies or their Affiliates in the Territory has designed any structure or entered into any Contract with any Person, the intention or effect of which would be to reduce their respective overall social security and labor-related obligations, including any type of subcontracting or outsourcing structures, in each case in material violation of applicable Law.

(l) Each of the Companies and their Affiliates in the Territory has performed in all material respects all obligations required to be performed by it under the applicable Benefit Plan and the applicable Benefit Plan has been maintained and funded in all material respects in compliance with its terms and all applicable Laws, except as where such non-compliance would not reasonably be expected to be, individually or in the aggregate, materially adverse to the Companies, taken as a whole.

(m) None of the Companies or their Affiliates in the Territory has any written commitment or obligation to, nor has any of the Companies or their Affiliates in the Territory made any written representations to any Employee, Independent Contractor or Commercial Agent that it will, adopt, amend, modify or terminate any Benefit Plan or any collective bargaining Contract, in connection with the consummation of the transactions contemplated by this Agreement or otherwise.

(n) Each Benefit Plan (other than the Benefit Plans of Dart Mexico) has been established, maintained, and administered in all material respects in accordance with its terms and all applicable Laws and orders of any controlling Governmental Authority. Except as would not reasonably be expected to result in material Liability to any of the Companies or with respect to the Benefit Plans of Dart Mexico, (i) each Benefit Plan that is required to be registered has been registered and maintained in good standing with applicable Governmental Authorities, and (ii) each Benefit Plan that is required to be funded and/or book reserved is funded and/or book reserved, as appropriate, in accordance with applicable Laws.

(o) With respect to each Benefit Plan (other than the Benefit Plans of Dart Mexico), except as would not reasonably be expected to result in material Liability to any of the Companies, (i) all statutory contributions due, owing and payable from each Company and its Affiliates in the Territory have been made and all amounts and Liabilities of the Companies thereunder have been properly accrued and (ii) there are no Actions pending (other than routine claims for benefits) or, to the Knowledge of the Companies, threatened.

(p) Neither the execution of this Agreement or the Ancillary Agreements nor any of the transactions contemplated hereunder or thereunder will (i) entitle any current or former director, officer, Employee, Independent Contractor, Commercial Agent or consultant of any of the Companies or any of their Affiliates in the Territory to severance pay or any other payment, (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation (including stock-based compensation) due, owing and payable to any such Person, (iii) limit or restrict the right of any of the Companies or their Affiliates in the Territory to merge, amend, or terminate any Benefit Plan, or (iv) increase the amount payable under or result in any other material obligation pursuant to any Benefit Plan, in each case, except as where such non-compliance would not reasonably be expected to be, individually or in the aggregate, materially adverse to the Companies, taken as a whole.

SECTION 3.21. Accounts Payable, Accounts Receivable and Inventory.

(a) The accounts receivable, accounts payable and accrued Liabilities of the Companies, in each case reflected in the Financial Statements and those incurred following the end of the period covered by the Interim Financial Statements, have arisen from bona fide transactions in the ordinary course of business consistent with past practice and represent arm's length transactions in the ordinary course of business, other than those that have been reserved for in accordance with the Accounting Principles or as would not reasonably be expected to be material to the Companies, taken as a whole.

(b) To the Knowledge of the Companies, there is no contest, claim, defense, or right of setoff (i) with any obligor of any of the accounts receivable of the Companies, or (ii) as to the amount or validity of such accounts receivable, except to the extent reserved for in accordance with the Accounting Principles or as would not reasonably be expected to be material to the Companies, taken as a whole.

(c) Since the end of the period covered by the Interim Financial Statements, the Companies have not materially altered the payment terms of their accounts payable.

(d) The inventory of each Company reflected in the Interim Financial Statements and the inventory included in the Net Working Capital consists of items held for resale that are of a quality and quantity usable and saleable (without material discount or price reduction). The values of inventory known to the Companies to be obsolete or below standard quality have been in all material respects written down on the applicable Company's books and records. All the inventory is located in the Companies' facilities, other than inventory that is in consignment with the Companies' customers. To the Knowledge of the Companies, there are no pending, or threatened Actions under or pursuant to any warranty, whether expressed or implied, on Companies Products sold on or prior to the date hereof by the Companies. Neither the Companies nor any of their Affiliates doing business in the Territory have engaged in any recall for any reason whatsoever of any inventory or other products (including Companies Products) in connection with their respective businesses in the Territory.

SECTION 3.22. Commercial Agents.

(a) Section 3.22(a) of the Disclosure Schedules contains a true, correct and complete list of all current Commercial Agents used in the business of the Companies and their Affiliates in the Territory as of the date of execution of this Agreement, including the: (i) name of the Commercial Agents, (ii) date of the engagement of the Commercial Agent, and (iii) country where the activities of the Commercial Agents are performed.

(b) Except as set forth on Section 3.22(b) of the Disclosure Schedules, there are no Actions pending, or to the Knowledge of the Companies, threatened in writing, either commenced by any of the Companies or their Affiliates in the Territory against any Commercial Agent or by any Commercial Agent against any of the Companies or their Affiliates in the Territory.

(c) Each of the Companies and their Affiliates in the Territory: (i) has properly classified in all material respects all Employees and Commercial Agents in the Territory as employees or independent contractors, respectively, pursuant to applicable Law, (ii) has complied timely and in all material respects with all payment obligations owed to current or former Commercial Agents for any services or amounts required to be reimbursed or otherwise paid, (iii) has withheld, remitted, and reported all material amounts required by Law or by Contract to be withheld, remitted, and reported with respect to payments to any current or former Commercial Agent, and (iv) is not liable for any material payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority with respect to unemployment compensation benefits, social security or other benefits or obligations for any current or former Commercial Agent.

(d) Each material Contract with a Commercial Agent to which any Company or any of its Affiliates in the Territory is a party as of the date hereof constitutes a legal, valid and binding obligation of the Companies and such Affiliates in the Territory party thereto and, to the Knowledge of the Companies, of the remaining parties thereto. Each such material Contract with a Commercial Agent is valid and enforceable in accordance with its terms and is in full force and effect, subject to the Enforceability Exceptions, as of the date hereof. None of the Companies or their Affiliates in the Territory or, to the Knowledge of the Companies, any other party thereto is in breach of or default under, or has provided or received any written notice alleging any party is in breach of or default under or has any intention to terminate any material Contract with a Commercial Agent. There are no Contracts providing for retention (in connection with the transactions contemplated under this Agreement or any Ancillary Agreement), non-statutory severance, or other non-statutory consideration in the event of termination of a Contract with any Commercial Agent.

SECTION 3.23. Insurance Policies.

Section 3.23 of the Disclosure Schedules contains, as of the date of execution of this Agreement, a list of all insurance policies and bonds carried by or for the benefit of the Companies, specifying the insurer, amount and nature of coverage and the date through which coverage will continue by virtue of premiums already paid. Except as would not reasonably be expected to be materially adverse to the Companies, taken as a whole, all insurance policies and bonds with respect to each of the Companies described in Section 3.23 of the Disclosure Schedules are in full force and effect as of the date hereof, subject to the Enforceability Exceptions. All premiums related to such insurance policies that were due to date have been paid in full.

SECTION 3.24. Related Party Transactions.

(a) Section 3.24(a) of the Disclosure Schedules sets forth a true, correct and complete list of all Contracts between or among any of the Companies, on the one hand, and any Seller or any Affiliate, direct or indirect shareholders, directors, officers or any other related persons of any Seller (other than the Companies), on the other hand ("Related Party Contracts"), as of the date of the execution of this Agreement.

(b) Each Related Party Contract complies, in all material respects, with all applicable Laws.

SECTION 3.25. Brokers.

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any of the Ancillary Agreements based upon arrangements made by or on behalf of any of the Companies.

SECTION 3.26. Anticorruption and Sanctions.

(a) During the past three years, there have been no actions taken by any of the Companies or, to the Knowledge of the Companies, by any Persons on behalf of any Seller or any of the Companies, that would cause any of the Companies or such Persons to be in material violation of any Anti-Corruption Laws or Sanctions.

(b) Except as would not reasonably be expected to be, individually or in the aggregate, materially adverse to the Companies, taken as a whole, during the past three years, neither the Companies nor, to the Knowledge of the Companies, any of their respective officers or directors, nor any of their respective employees, consultants, representatives, or agents (nor any Person acting on behalf of any of the foregoing) has, directly or indirectly through a third-party intermediary, paid, offered, given, promised to pay, or authorized the payment of any money property, contribution, or any other thing of value, in each case, in violation of Anti-Corruption Laws, to (i) any officer or employee of a Governmental Authority or of a government-owned or controlled entity, (ii) any Person acting for or on behalf of any Governmental Authority or government-owned or controlled entity, (iii) any political party official or employee, (iv) any candidate for political office, or (v) any other Person at the suggestion, request, direction or for the benefit of any of the foregoing Persons for any of the following purposes: (A) (1) influencing any act or decision of such individual, in his official capacity, (2) inducing such individual to do or omit to do any act in violation of the lawful duty of such individual, or (3) securing any improper business advantage, or (B) inducing such individual to use his influence with any Governmental Authority or government-owned or controlled entity to affect or influence any act or decision of such Governmental Authority or government-owned or controlled entity in order to assist any Company in obtaining or retaining business for or with or directing business to any Person.

(c) No Company is party to any actual or, to the Knowledge of the Companies, threatened in writing, Actions or outstanding enforcement action or Governmental Order relating to any alleged breach of Anti-Corruption Laws or Sanctions.

(d) No Company, nor, to the Knowledge of the Companies, their directors or officers, employees or agents (in each case acting on behalf of or for the benefit of any Company) (i) is a Sanctioned Person nor (ii) has engaged in, nor is it now engaged in, any dealings or transactions with or for the benefit of any Sanctioned Person, nor has otherwise materially violated Sanctions.

SECTION 3.27. No Additional Representations and Warranties.

(a) EACH OF THE COMPANIES ACKNOWLEDGES AND AGREES THAT (I) OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE V (AS QUALIFIED BY THE DISCLOSURE SCHEDULES) AND THE ANCILLARY AGREEMENTS, NONE OF BETTERWARE OR ITS SUBSIDIARIES, OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES, HAS MADE OR MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING WITH RESPECT TO BETTERWARE, ANY OF ITS SUBSIDIARIES OR THE STOCK CONSIDERATION, AND (II) EXCEPT FOR CLAIMS AGAINST A PARTY INVOLVING THE FRAUD OF SUCH PARTY, EACH OF THE COMPANIES WILL HAVE NO RIGHT OR REMEDY (AND PURCHASER WILL HAVE NO LIABILITY WHATSOEVER) ARISING OUT OF ANY REPRESENTATION OR WARRANTY MADE BY OR ON BEHALF OF PURCHASER REGARDING BETTERWARE, ANY OF ITS SUBSIDIARIES OR THE STOCK CONSIDERATION, OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE V (AS QUALIFIED BY THE DISCLOSURE SCHEDULES) AND IN THE ANCILLARY AGREEMENTS, AND THE RIGHTS OF THE COMPANIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE ANCILLARY AGREEMENTS IN RESPECT OF SUCH REPRESENTATIONS AND WARRANTIES, WHICH REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT WILL NOT SURVIVE THE CLOSING.

(b) OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III (AS QUALIFIED BY THE DISCLOSURE SCHEDULES) AND THE ANCILLARY AGREEMENTS, NEITHER THE COMPANIES, NOR ANY OF THEIR NON-RECOURSE PARTIES (OTHER THAN THE SELLERS, WHO MAKE THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE IV), HAS MADE OR MAKES, INCLUDING BY OMISSION ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY OF THE COMPANIES OR ANY OF THEIR NON-RECOURSE PARTIES. THE COMPANIES HEREBY DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III (AS QUALIFIED BY THE DISCLOSURE SCHEDULES), AND IN THE ANCILLARY AGREEMENTS WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, WHETHER MADE BY THE COMPANIES, ANY OF THEIR NON-RECOURSE PARTIES (OTHER THAN THE SELLERS, WHO MAKE THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE IV OR ANY OF THEIR RESPECTIVE REPRESENTATIVES.)

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Except as set forth in the Disclosure Schedules attached hereto, each Seller, as to itself and as to each of Party Licensor and Party Operations, represents to Purchaser as of the date hereof and as of the Closing Date, as follows:

SECTION 4.1. Organization and Authority.

Except as would not, individually or in the aggregate, materially impair such Seller's ability to effect the Closing, each Seller is duly incorporated or formed, validly existing and in good standing under the Laws of its respective jurisdiction of incorporation or organization and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Except as would not, individually or in the aggregate, materially impair the ability of Party Licensor or Party Operations to consummate any of the transactions under the Ancillary Agreements, each of Party Licensor and Party Operations is duly formed, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Each Seller has all requisite corporate or similar entity power and authority to enter into this Agreement and the Ancillary Agreements to which such Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Each of Party Licensor and Party Operations has all requisite limited liability company power and authority to enter into the Ancillary Agreements to which each is a party, to carry out its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by such Seller of this Agreement and the Ancillary Agreements to which such Seller is a party, the performance by such Seller of its obligations hereunder and thereunder and the consummation by such Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate or other similar entity action on the part of such Seller. The execution and delivery by Party Licensor and Party Operations of the Ancillary Agreements to which each is a party, the performance by Party Licensor and Party Operations of their respective obligations thereunder and the consummation by Party Licensor and Party Operations of the transactions contemplated thereby have been duly authorized by all requisite limited liability company action on the part of each of Party Licensor and Party Operations. This Agreement has been duly executed and delivered by such Seller, and (assuming due authorization, execution and delivery by each other Party hereto) this Agreement constitutes a legal, valid and binding obligation of such Seller enforceable against such Seller in accordance with its terms, subject to the Enforceability Exceptions. When each Ancillary Agreement to which such Seller, Party Licensor or Party Operations is or will be a party has been duly executed and delivered by such Seller, Party Licensor or Party Operations, as applicable (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Agreement will constitute a legal and binding obligation of such Seller, Party Licensor or Party Operations enforceable against such Seller, Party Licensor or Party Operations in accordance with its terms, subject to the Enforceability Exceptions.

SECTION 4.2. Ownership of Shares.

(a) Coöperatief is the sole record and beneficial owner of the Dart Mexico Coöperatief Share. The Dart Mexico Coöperatief Share was validly issued, fully subscribed and paid for, and is free of any Encumbrances. Coöperatief has the sole right to vote and dispose the Dart Mexico Coöperatief Share and the Dart Mexico Coöperatief Share is not subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Dart Mexico Coöperatief Share. There are no outstanding contributions for future capital increases pending to be capitalized by or reimbursed to Coöperatief by Dart Mexico.

(b) TSM is the sole record and beneficial owner of the Dart Mexico TSM Shares. The Dart Mexico TSM Shares were validly issued, fully subscribed and paid for, and are free of any Encumbrances. TSM has the sole right to vote and dispose the Dart Mexico TSM Shares and the Dart Mexico TSM Shares are not subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Dart Mexico TSM Shares. There are no outstanding contributions for future capital increases pending to be capitalized by or reimbursed to TSM by Dart Mexico.

(c) Brands Americas BV is the sole record and beneficial owner of the Dart Brazil Shares. The Dart Brazil Shares were validly issued, fully subscribed and paid for, and are free of any Encumbrances. Brands Americas BV has the sole right to vote and dispose the Dart Brazil Shares and none of the Dart Brazil Shares are subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of any Dart Brazil Shares. There are no outstanding contributions for future capital increases pending to be capitalized by or reimbursed to Brands Americas BV or any other Person by Dart Brazil.

(d) Investments is the sole record and beneficial owner of the Cav Sul Shares. The Cav Sul Shares were validly issued, fully subscribed and paid for, and are free of any Encumbrances. Investments has the sole right to vote and dispose the Cav Sul Shares and none of the Cav Sul Shares are subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of any Cav Sul Shares. There are no outstanding contributions for future capital increases pending to be capitalized by or reimbursed to Investments or any other Person by Cav Sul.

SECTION 4.3. Representatives' Authority.

The Representatives of such Seller, Party Licensor and Party Operations have the necessary power and authority to execute this Agreement and/or the Ancillary Agreements to which such Seller, Party Licensor or Party Operations is a party on such Person's behalf, which powers and authorities have not been modified, limited or revoked in any manner as of the date hereof.

SECTION 4.4. No Conflicts.

Except as set forth in Section 4.4 of the Disclosure Schedules, each of (a) the execution, delivery and performance by such Seller of this Agreement, (b) the execution, delivery and performance by such Seller, Party Licensor and Party Operations of the Ancillary Agreements to which each is a party, and (c) the consummation of the transactions contemplated hereby and thereby, do not and will not (i) conflict with or violate any provision of such Seller's, Party Licensor's or Party Operations' Organizational Documents, (ii) result in a breach of or constitute a default under, give to others any right of termination, amendment, acceleration or cancellation of, result in triggering any payment or other obligations pursuant to, any note, bond, mortgage, contract, confidentiality agreement or similar agreement, lease, license, or other agreement to which such Seller, Party Licensor or Party Operations is a party or by which such Seller's, Party Licensor's or Party Operations' properties or assets are bound or affected, or (iii) violate or conflict with, constitute a breach of or default under, any Law or Governmental Order applicable to such Seller, Party Licensor or Party Operations or by which any of such Seller's, Party Licensor's or Party Operations' properties are bound; except, in the cases of each of items (ii) and (iii) above, for any conflict, violation, breach, default, termination, amendment, acceleration or cancellation which, individually or in the aggregate, would not materially impair such Seller's, Party Licensor's or Party Operations' ability to effect the Closing.

SECTION 4.5. Consents, Filings and Approvals.

Except as set forth in Section 4.5 of the Disclosure Schedules, no consent, approval, notification, authorization or order of, or declaration, filing or registration with, any Governmental Authority or other third party is required to be obtained or made by or with respect to the execution, delivery and performance by such Seller of this Agreement, the execution, delivery and performance by such Seller, Party Licensor or Party Operations of any Ancillary Agreements to which any of them is a party, or the consummation of the transactions contemplated hereby or thereby, except for cases where the failure to obtain (or give or make, as applicable) such consent, approval, notification, authorization, order, declaration, filing or registration would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the Closing.

SECTION 4.6. Legal Proceedings.

There are no Actions or Governmental Orders pending or, to Knowledge of the Companies, threatened against such Seller, Party Licensor or Party Operations that challenge, prevent, delay, make illegal or otherwise interfere with, any of the transactions contemplated by this Agreement or any of the Ancillary Agreements to which such Seller, Party Licensor or Party Operations are a party.

SECTION 4.7. Investment in Stock Consideration.

(a) The Stock Consideration is being acquired by each applicable Seller in accordance with the written instructions provided by the Sellers' Representative prior to Closing for the account of such Seller for investment purposes only, within the meaning of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "Securities Act"), with no intention of offering, selling or assigning any participation or interest therein directly or indirectly, and not with a view to the distribution thereof.

(b) Such Seller acknowledges that the Stock Consideration is being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Stock Consideration has not been registered under the Securities Act. Such Seller understands that the Stock Consideration may not be resold, transferred, pledged or otherwise disposed of by any of the Sellers absent an effective registration statement under the Securities Act or an available exemption from the registration requirements of the Securities Act.

(c) Such Seller agrees that any book-entry positions representing the Stock Consideration shall contain a legend in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IS AVAILABLE.

(d) Such Seller acknowledges and agrees that such Seller has received and has had an adequate opportunity to review, such financial and other information as such Seller deems necessary in order to make an investment decision with respect to the Stock Consideration and made such Seller's own assessment concerning the relevant Tax and other economic considerations relevant to such Seller's investment in the Stock Consideration. Such Seller and its Representatives have been afforded the opportunity to ask questions of Betterware or its Representatives and to obtain any additional information which Betterware possesses or can acquire without reasonable effort or expense.

SECTION 4.8. Brokers.

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any of the Ancillary Agreements based upon arrangements made by or on behalf of such Seller, Party Licensor or Party Operations.

SECTION 4.9. No Additional Representations and Warranties.

(a) Such Seller has been represented by, and had the assistance of, counsel in the conduct of such Seller's due diligence, the preparation and negotiation of this Agreement and the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby. In entering into this Agreement, such Seller acknowledges that such Seller has relied solely upon its own investigation, review and analysis and has not relied on, and is not relying on, any representation, warranty or other statement made by, on behalf of, or relating to, Betterware or any of its subsidiaries, except for the representations and warranties expressly set forth in Article V (as qualified by the Disclosure Schedules) and in the Ancillary Agreements (as qualified by any disclosure therein) and subject to any limitations set forth in this Agreement.

(b) SUCH SELLER ACKNOWLEDGES AND AGREES THAT (I) OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE V (AS QUALIFIED BY THE DISCLOSURE SCHEDULES) AND IN THE ANCILLARY AGREEMENTS, NONE OF BETTERWARE OR ITS SUBSIDIARIES, OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES, HAS MADE OR MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING WITH RESPECT TO BETTERWARE, ANY OF ITS SUBSIDIARIES OR THE STOCK CONSIDERATION, AND (II) EXCEPT FOR CLAIMS AGAINST A PARTY INVOLVING THE FRAUD OF SUCH PARTY, SUCH SELLER WILL HAVE NO RIGHT OR REMEDY (AND PURCHASER WILL HAVE NO LIABILITY WHATSOEVER) ARISING OUT OF ANY REPRESENTATION OR WARRANTY MADE BY OR ON BEHALF OF PURCHASER REGARDING BETTERWARE, ANY OF ITS SUBSIDIARIES OR THE STOCK CONSIDERATION, OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE V (AS QUALIFIED BY THE DISCLOSURE SCHEDULES) AND IN THE ANCILLARY AGREEMENTS, AND THE RIGHTS OF SUCH SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE ANCILLARY AGREEMENTS IN RESPECT OF SUCH REPRESENTATIONS AND WARRANTIES, WHICH REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT WILL NOT SURVIVE THE CLOSING.

(c) OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III AND ARTICLE IV (IN EACH CASE, AS QUALIFIED BY THE DISCLOSURE SCHEDULES) AND THE ANCILLARY AGREEMENTS NEITHER SUCH SELLER, NOR ANY OF ITS NON-RECOURSE PARTIES OR ANY OTHER PERSON, MADE OR MAKES, INCLUDING BY OMISSION, ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING WITH RESPECT TO SUCH SELLER OR ANY OF THE COMPANIES OR ANY OF THEIR NON-RECOURSE PARTIES. SUCH SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III AND ARTICLE IV (IN EACH CASE, AS QUALIFIED BY THE DISCLOSURE SCHEDULES) AND IN THE ANCILLARY AGREEMENTS WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, WHETHER MADE BY SUCH SELLER, ANY OF ITS NON-RECOURSE PARTIES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Except as set forth in the Disclosure Schedules attached hereto or as disclosed or incorporated by reference in any Betterware SEC Report filed or furnished on or prior to the date hereof (but excluding any disclosures contained or referenced therein under the captions "Risk Factors," "Forward-Looking Statements," "Quantitative and Qualitative Disclosures About Market Risk," and any other disclosures contained or referenced therein of information, factors, or risks that are predictive, cautionary, or forward-looking in nature that do not contain a reasonable level of detail about the risks of which such statements warn and/or any exhibits to such Betterware SEC Reports), Purchaser hereby represents to the Sellers as of the date hereof and as of the Closing Date as follows:

SECTION 5.1. Organization and Authority.

Purchaser is a *sociedad anónima promotora de inversión de capital variable* duly incorporated, validly existing and in good standing under the Laws of Mexico and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Except for the Betterware Shareholder Approval, Purchaser has all requisite corporate power and authority to enter into this Agreement and the Ancillary Agreements to which Purchaser is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Purchaser of this Agreement and the Ancillary Agreements to which Purchaser is a party, the performance by Purchaser of its obligations hereunder and thereunder and the consummation by Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Purchaser, except for the Betterware Shareholder Approval. This Agreement has been duly executed and delivered by Purchaser, and (assuming due authorization, execution and delivery by each other Party hereto) this Agreement constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, subject to the Enforceability Exceptions. When each Ancillary Agreement to which Purchaser is or will be a party has been duly executed and delivered by Purchaser (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Agreement will constitute a legal and binding obligation of Purchaser enforceable against it in accordance with its terms, subject to the Enforceability Exceptions.

SECTION 5.2. Capitalization.

(a) As of the date hereof, Betterware has 37,316,546 issued and outstanding Betterware Shares. All the issued and outstanding Betterware Shares were validly issued, fully paid and non-assessable.

(b) Except as set forth in Section 5.2(a), as of the date hereof, there are no outstanding (i) capital stock, equity securities or voting securities of Betterware, (ii) securities of Betterware or any subsidiary convertible into or exchangeable for capital stock, equity securities or voting securities of Betterware, (iii) options or other rights to acquire from Betterware, and, other than the Stock Consideration, no obligation of Betterware to issue, any capital stock or equity securities, voting securities or securities convertible or exchangeable for such shares of capital stock or other equity interests or voting securities of Betterware or any of its subsidiaries, or (iv) contributions for future capital increases made to Betterware. The issuance and sale of the Stock Consideration will not obligate Betterware to issue securities to any person (other than the Sellers) and will not result in an adjustment to (or provide any Person the right to adjust) the exercise, conversion, exchange or reset price under any securities issued by Betterware (or in any agreement providing rights to security holders of Betterware).

SECTION 5.3. Representatives' Authority.

The Representatives of Purchaser have the necessary power and authority to execute this Agreement and the Ancillary Agreements to which Purchaser is a party on its behalf, which powers and authorities have not been modified, limited or revoked in any manner as of the date hereof.

SECTION 5.4. No Conflicts.

Except as set forth in Section 5.4 of the Disclosure Schedules, each of (a) the execution, delivery and performance by Purchaser of this Agreement and the Ancillary Agreements to which Purchaser is a party, and (b) the consummation of the transactions contemplated hereby and thereby, do not and will not (i) conflict with or violate any provision of Purchaser's Organizational Documents, (ii) result in a breach of or constitute a default under, give to others any right of termination, amendment, acceleration or cancellation of, result in triggering any payment or other obligations pursuant to, any note, bond, mortgage, contract, confidentiality agreement or similar agreement, lease, license, or other agreement to which Purchaser is a party or by which Purchaser's properties or assets are bound or affected, or (iii) violate or conflict with, constitute a breach of or default under, any Law or Governmental Order applicable to Purchaser or by which any of its properties are bound; except, in the cases of each of items (ii) and (iii) above, for any conflict, violation, breach, default, termination, amendment, acceleration or cancellation which, individually or in the aggregate, would not materially impair Purchaser's ability to effect the Closing.

SECTION 5.5. Consents, Filings and Approvals.

Except as set forth in Section 5.5 of the Disclosure Schedules or as may be required under the Securities Act, the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act"), the listing rules of the New York Stock Exchange or any applicable state securities laws, no consent, approval, notification, authorization or order of, or declaration, filing or registration with, any Governmental Authority or other third party is required to be obtained or made by or with respect to the execution, delivery and performance by Purchaser of this Agreement or the Ancillary Agreements to which Purchaser is a party or the consummation of the transactions contemplated hereby or thereby, except for cases where the failure to obtain (or give or make, as applicable) such consent, approval, notification, authorization, order, declaration, filing or registration would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the Closing.

SECTION 5.6. Compliance with Laws; Permits.

(a) During the past three years, Betterware and its subsidiaries have been in compliance with all Laws, except for violations that would not, individually or in the aggregate, reasonably be expected to result in a Purchaser Material Adverse Effect.

(b) During the past three years, Betterware and its subsidiaries have held all Permits necessary for the conduct of their respective businesses as conducted on the date hereof, except where any such failure would not, individually or in the aggregate, reasonably be expected to result in a Purchaser Material Adverse Effect. All material Permits of Betterware and its subsidiaries are in full force and effect, except for any failure to be in full force and effect that would not, individually or in the aggregate, reasonably be expected to result in a Purchaser Material Adverse Effect.

SECTION 5.7. Legal Proceedings.

There are no Actions or Governmental Orders pending or, to Knowledge of Purchaser, threatened against Betterware or any of its subsidiaries that challenge, prevent, delay, make illegal or otherwise interfere with, any of the transactions contemplated by this Agreement or any of the Ancillary Agreements to which Purchaser is a party.

SECTION 5.8. SEC Filings; Financial Statements.

(a) Betterware has filed all forms, reports, schedules, statements, registration statements and other documents, including any exhibits thereto, required to be filed by it as a foreign private issuer with the Securities Exchange Commission (the “SEC”) during the past three years, together with any amendments, restatements or supplements thereto (collectively, the “Betterware SEC Reports”). As of their respective dates, the Betterware SEC Reports complied in all material respects with the applicable requirements of the Securities Act and the Exchange Act, and the rules and regulations promulgated thereunder.

(b) Each of the consolidated financial statements (including, in each case, any notes thereto) contained in the Betterware SEC Reports was prepared in accordance with Accounting Principles (applied in all material respects on a consistent basis) and the applicable provisions of Regulation S-X and Regulation S-K, throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited financial statements, as permitted by Form 6-K of the SEC) and each fairly presents, in all material respects, the financial position, results of operations, changes in shareholders equity and cash flows of Betterware as at the respective dates thereof and for the respective periods indicated therein (subject, in the case of unaudited statements, to normal and recurring year-end adjustments).

(c) Betterware is in all material respects in compliance with the applicable listing and corporate governance rules and regulations of the New York Stock Exchange.

SECTION 5.9. Absence of Certain Changes.

Between December 31, 2024, and the date of this Agreement, there has not occurred any Purchaser Material Adverse Effect.

SECTION 5.10. Illicit Funds; Anti-Corruption Laws.

(a) None of the funds used, directly or indirectly, to pay the Total Consideration or any related fees or expenses has been or will be derived from, or constitute the proceeds of, any unlawful activity, is the property of or beneficially owned by any Sanctioned Person or will be routed through any Sanctioned Country or Sanctioned Person. Purchaser and its subsidiaries have conducted reasonable diligence on all providers of equity or debt financing for the transactions contemplated under this Agreement to confirm the lawful source of funds used to pay the Total Consideration or any related fees or expenses and that no applicable Sanctions or Anti-Money Laundering Laws would be violated by the funding or payment flows made in connection with this Agreement.

(b) In connection with this Agreement, the transactions contemplated hereby, and the financing thereof, neither Purchaser nor its subsidiaries, nor to the Knowledge of Purchaser any of their respective Representatives has, directly or indirectly through a third-party intermediary, paid, offered, given, promised to pay, or authorized the payment of any money property, contribution, or any other thing of value, in each case, in violation of Anti-Corruption Laws, to (i) any officer or employee of a Governmental Authority or of a government-owned or controlled entity, (ii) any Person acting for or on behalf of any Governmental Authority or government-owned or controlled entity, (iii) any political party official or employee, (iv) any candidate for political office, or (v) any other Person at the suggestion, request, direction or for the benefit of any of the foregoing Persons for any of the following purposes: (A) (1) influencing any act or decision of such individual, in his official capacity, (2) inducing such individual to do or omit to do any act in violation of the lawful duty of such individual, or (3) securing any improper business advantage, or (B) inducing such individual to use his influence with any Governmental Authority or government-owned or controlled entity to affect or influence any act or decision of such Governmental Authority or government-owned or controlled entity in order to assist any Company in obtaining or retaining business for or with or directing business to any Person. In connection with this Agreement, the transactions contemplated hereby, and the financing thereof, neither purchaser nor any of its subsidiaries has violated applicable Sanctions, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, or applicable Anti-Money Laundering Laws or anti-terrorist financing laws. Neither Purchaser nor any of its subsidiaries is a Sanctioned Person, is owned or controlled by a Sanctioned Person, or is organized in, located in, or ordinarily resident in any Sanctioned Country.

SECTION 5.11. Financial Wherewithal.

(a) Purchaser has delivered to the Sellers' Representative true, correct, and complete copies of (i) an executed debt commitment letter from the Debt Financing Parties identified therein, dated as of the date hereof (as may be amended or modified in accordance with the terms hereof, the "Debt Commitment Letter"; and the commitments under the Debt Commitment Letter, the "Debt Financing Commitments"), pursuant to which, and subject to the terms and conditions of which, the Debt Financing Parties party thereto have committed to lend the amounts set forth therein to Purchaser for the purpose of funding the transactions contemplated hereby (the "Debt Financing"), (ii) an unexecuted draft Credit Agreement to be entered into in connection with the Debt Financing which is in substantially final form as agreed between Purchaser and the Debt Financing Parties identified therein (the "Credit Agreement") and (iii) fee letters related to the Debt Commitment Letter, if any, and to the extent any provisions of any such fee letters are redacted, such redacted provisions shall only include fees and other economic provisions and shall not include any imposition of any new conditions (or the expansion of any existing conditions) or modification of any conditions with respect to the Debt Financing or any reduction in the amount of the Debt Financing below the Required Amount.

(b) As of the date of this Agreement, the Debt Commitment Letter (i) is in full force and effect, (ii) has not been withdrawn, rescinded, or terminated, or otherwise amended or modified in any respect and Purchaser is not negotiating or considering any amendment, supplement or modification thereto, and (iii) is a legal, valid and binding obligation of Purchaser and, to the Knowledge of Purchaser, the other parties thereto. As of the date hereof, neither Purchaser nor, to the Knowledge of Purchaser, any of the Debt Financing Parties is in breach of or default under, or has provided or received any written notice alleging any party is in breach of or default under, the Debt Commitment Letter, and, assuming the satisfaction or waiver of the conditions set forth in Section 8.1, Purchaser has no reason to believe (x) that it will be unable to satisfy on a timely basis any term or condition precedent to the occurrence of the Credit Agreement Signing Date and the funding of any portion of the Debt Financing, in each case, to be satisfied by it as set forth in the Debt Commitment Letter, (y) that the Credit Agreement Signing Date will not occur on or prior to the Debt Commitment Letter Termination Date, or (z) that any portion of the Debt Financing to be made thereunder will otherwise not be available to Purchaser on the Closing Date to consummate the transactions contemplated hereby if the conditions thereto are satisfied. Except for any fee letters (true and correct copies of which have been provided to the Sellers' Representative as redacted in a manner set forth above), as of the date hereof, there are no side letters or other agreements, contracts or arrangements of any kind relating to the Debt Financing Commitments that impose conditions to, or modify, amend or expand the conditions to, the occurrence of the Credit Agreement Signing Date or the funding of the Debt Financing (or affect the availability thereof), other than as expressly set forth in the Debt Commitment Letter. To the Knowledge of Purchaser, there are no facts or circumstances that would reasonably be expected to result, as of the date hereof, in the Credit Agreement Signing Date not occurring on or prior to the Debt Commitment Letter Termination Date or the Debt Financing not being available to Purchaser on the Closing Date. The Debt Commitment Letter contains all of the conditions precedent to the occurrence of the Credit Agreement Signing Date and the conditions precedent to the obligations of the parties thereunder to make the full amount of the Debt Financing available to Purchaser on the terms set forth therein. As of the date of this Agreement, none of the Debt Financing Commitments has been terminated or withdrawn and no lender has notified Purchaser of its intention to terminate or withdraw any of the Debt Financing Commitments.

(c) The obligations of Purchaser under this Agreement are not subject to any conditions regarding Purchaser's, its Affiliates' or any other Person's ability to obtain financing for the consummation of the transactions contemplated hereby (including the Debt Financing and any Alternative Financing).

(d) The net proceeds of the Debt Financing, when funded in accordance with their terms on the Closing Date and when taken together with other cash on hand of Purchaser or other sources of cash (including, if applicable, any Alternative Financing), in each case, which will be available to Purchaser on the Closing Date to fund the transactions contemplated hereby, will provide Purchaser with immediately available cash funds in an amount sufficient to consummate the transactions contemplated by this Agreement and the Ancillary Agreements and to satisfy Purchaser's obligations hereunder and thereunder (such amount, the "Required Amount").

SECTION 5.12. Stock Consideration.

The Betterware Shares that constitute the Stock Consideration, when issued pursuant to this Agreement, will be validly issued, fully paid and non-assessable, free and clear of any Encumbrances and other restrictions (other than restrictions imposed by the Registration Rights and Lock-Up Agreement and securities laws), and will not have been issued in violation of any preemptive rights, rights of first refusal or offer, or registration rights. Each Betterware Share entitles the holder thereof to one vote.

SECTION 5.13. Brokers.

Except as set forth in Section 5.13 of the Disclosure Schedules, all of whose fees and commissions will be borne solely by Purchaser, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any of the Ancillary Agreements based upon arrangements made by or on behalf of Purchaser.

SECTION 5.14. Brazilian Antitrust Filing.

The group of companies comprising Purchaser's respective economic group, as defined in Article 4, item 82 of Resolution No. 33/2022, enacted by the Brazilian Antitrust Authority, did not record, in the fiscal year preceding the transactions contemplated hereby, gross annual revenues or business volume in Brazil equal to or greater than R\$ 75,000,000.00 (seventy-five million reais).

SECTION 5.15. Independent Investigation: No Additional Representations.

(a) Purchaser has conducted to its satisfaction its own independent investigation, review and analysis of, and reached its own independent conclusions regarding, the Companies, their businesses and their operations, assets, condition (financial or otherwise) and prospects. Purchaser acknowledges that it and its Representatives have been provided such access to the personnel, properties, premises, records and other documents and information of, and relating to the Companies and their businesses as it has requested for such purpose. Purchaser has been represented by, and had the assistance of, counsel in the conduct of its due diligence, the preparation and negotiation of this Agreement and the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby. In entering into this Agreement, Purchaser acknowledges that it has relied solely upon its own investigation, review and analysis and has not relied on, and is not relying on, any representation, warranty or other statement made by, on behalf of, or relating to, any Seller or any of the Companies, except for the representations and warranties expressly set forth in Article III and Article IV (in each case, as qualified by the Disclosure Schedules) and the Ancillary Agreements and subject to any limitations set forth in this Agreement.

(b) PURCHASER ACKNOWLEDGES AND AGREES THAT (I) OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III AND ARTICLE IV (IN EACH CASE, AS QUALIFIED BY THE DISCLOSURE SCHEDULES), AND IN THE ANCILLARY AGREEMENTS, NONE OF THE SELLERS OR THE COMPANIES, OR ANY OF THEIR AFFILIATES OR REPRESENTATIVES, HAS MADE OR MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY SELLER OR ANY OF THE COMPANIES, AND (II) EXCEPT FOR CLAIMS AGAINST A PARTY INVOLVING THE FRAUD OF SUCH PARTY, PURCHASER WILL HAVE NO RIGHT OR REMEDY (AND THE SELLERS WILL HAVE NO LIABILITY WHATSOEVER) ARISING OUT OF ANY REPRESENTATION OR WARRANTY MADE BY OR ON BEHALF OF THE SELLERS OR THE COMPANIES REGARDING ANY SELLER OR ANY OF THE COMPANIES, OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III AND ARTICLE IV (IN EACH CASE, AS QUALIFIED BY THE DISCLOSURE SCHEDULES), AND THE ANCILLARY AGREEMENTS, AND THE RIGHTS OF PURCHASER EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE ANCILLARY AGREEMENTS IN RESPECT OF SUCH REPRESENTATIONS AND WARRANTIES, WHICH REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT WILL NOT SURVIVE THE CLOSING.

(c) OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE V (AS QUALIFIED BY THE DISCLOSURE SCHEDULES) AND IN THE ANCILLARY AGREEMENTS, NEITHER PURCHASER, NOR ANY OF ITS AFFILIATES OR THEIR REPRESENTATIVES, MAKES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING WITH RESPECT TO PURCHASER OR ANY OF ITS AFFILIATES OR THEIR REPRESENTATIVES OR THE STOCK CONSIDERATION. PURCHASER HEREBY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE V (AS QUALIFIED BY THE DISCLOSURE SCHEDULES) AND THE ANCILLARY AGREEMENTS, WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, WHETHER MADE BY PURCHASER, ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES.

ARTICLE VI

COVENANTS OF THE COMPANIES, THE SELLERS AND PURCHASER

SECTION 6.1. Conduct of Business in the Territory.

From the date hereof and until the earlier of the Closing Date and such date as this Agreement is terminated under Section 9.1, the Sellers and the Companies agree that, except (i) as expressly required, contemplated or permitted by this Agreement (including in connection with Section 7.6 and Exhibit K), (ii) as required by applicable Law or any Governmental Authority, (iii) as otherwise consented to in advance in writing by Purchaser (which (x) consent may not unreasonably be withheld, conditioned or delayed and (y) shall be deemed to have been granted if not affirmatively withheld in writing within forty-eight (48) hours of the Sellers' Representative's or the Companies' written request therefor), (iv) for repayments, redemptions or repurchases of loans or other obligations under the Indebtedness, (v) for the declaration or payment of cash distributions and/or dividends to shareholders of the Companies, (vi) payments under any Contracts in effect on the date hereof or entered into after the date hereof in compliance with this Section 6.1, or (vii) as set forth on Schedule 6.1, the Sellers shall cause the Companies and each of their Affiliates in the Territory (other than the Sellers) to, and the Companies shall, (1) operate in the ordinary course of business on a basis consistent with past practice, and (2) maintain the Companies' books and records in all material respects as required under applicable Law. Without limiting the generality of the foregoing, the Sellers shall cause the Companies, Party Licensor (solely as it relates to subsections (f) and (g) below, but subject to all of the foregoing exceptions in clause (i) – (vii) above) and their Affiliates in the Territory (other than the Sellers) (solely as it relates to subsections (d), (e), (j), (m), (n), (o), and (q) below), not to, and the Companies shall not:

- (a) amend any of their respective Organizational Documents;

(b) authorize, issue, deliver, sell, grant, pledge or otherwise dispose of or encumber any shares of their capital stock or any of their other voting securities or any securities convertible into or exercisable or exchangeable for, or any rights, warrants or options to acquire, any such shares or voting securities;

(c) (i) split, combine or reclassify any of the outstanding capital stock of, or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of, their outstanding capital stock, or (ii) allow any Person to have any options, calls, puts, warrants or other rights to acquire any of their shares;

(d) (i) make any loan to, or any investment or capital contribution in, any Person that is not a Company (other than intercompany transactions among the Companies and their Affiliates in the Territory that are settled in full prior to Closing with respect to the Companies), or (ii) enter into any new line of business;

(e) transfer, issue, sell, pledge, encumber or dispose of any of their material assets (excluding inventory sold or disposed of in the ordinary course of business consistent with past practice), other than Permitted Encumbrances;

(f) transfer or assign or grant any license or sublicense under or with respect to any Companies Intellectual Property or Companies IP Agreements, other than entering into any Incidental License in the ordinary course of business consistent with past practice or entering into Contracts that related to any Companies Licensed Intellectual Property that do not relate to the territory licensed in the License Agreement;

(g) abandon, allow to lapse, or fail to maintain in full force and effect any Companies Registered Intellectual Property, other than any Unused Intellectual Property that Purchaser does not elect, in accordance with Section 7.7(b), to maintain in full force and effect at its sole cost and expense;

(h) incur any additional indebtedness to the extent that such indebtedness does not constitute a current liability included in the calculation of Net Working Capital, other than any additional indebtedness incurred in the ordinary course of business consistent with past practice and any draws on credit facilities or credit lines existing on the date hereof; provided that such additional indebtedness shall not exceed \$1,000,000 in the aggregate at any time outstanding;

(i) pay, discharge or otherwise satisfy any material third-party claim, Liability or obligation that is not due, or settle, waive or otherwise compromise any right or claim, including litigation, except where such payment, discharge or other satisfaction is necessary in order to timely comply with a definitive court order or where such payment, discharge or other satisfaction would not reasonably be expected to be materially adverse to the Companies, taken as a whole;

(j) enter into any joint venture, strategic alliance, exclusive dealing, or noncompetition contract or arrangement;

(k) (i) amend any rights or obligations under, assign, extend, or terminate, any Material Contract, (ii) enter into any Contract that would be a Material Contract if in effect on the date hereof or (iii) waive, release or assign any rights or claims under any Material Contract; provided, that nothing in this Section 6.1 shall restrict any Company from renewing, extending or replacing any Material Contract as contemplated by Exhibit K or in the ordinary course termination thereof in accordance with its terms if such renewed, extended, or replacement Material Contract is expressly permitted under Exhibit K or does not result in a material adverse change to the current terms and conditions of the applicable agreement or commercial relationship;

(l) change or modify any material accounting practice or procedure, other than as may be required by the Accounting Principles;

(m) enter into, adopt, amend or terminate any collective bargaining Contract, other than any adoption, amendment or termination required by Law;

(n) (i) terminate (other than for cause under applicable Law) any Key Employee, (ii) hire any Employee to replace a Key Employee, or (iii) hire any Employee whose annual compensation exceeds \$100,000;

(o) agree to increase or increase the compensation of, or pay or agree to pay any benefit to, any of their directors, officers or Employees, except if required by Law or if in the ordinary course of business in a manner consistent with past practice;

(p) enter into any new Related Party Contracts, other than any Related Party Contracts that are entered into for purposes of the consummation of the transactions set forth in this Agreement or that will be terminated prior to Closing with no Liability to any of the Companies;

(q) subject any of its material properties or material assets to any material Encumbrances, other than Permitted Encumbrances or Encumbrances that are removed or terminated prior to Closing;

(r) agree to provide for, improve or increase the indemnification of any Covered Person by amending Organizational Documents, entering into a Contract or otherwise;

(s) abandon, waive or terminate any material Permit of any of the Companies; or

(t) (i) make, revoke or modify any Tax election, (ii) adopt or change any Tax accounting method (or Tax year or any annual Tax accounting period), (iii) surrender any right to a refund of Taxes, (iv) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes (other than any automatic extension of the due date of a Tax Return or in the context of an audit, inquiry or proceeding by a Governmental Authority), (v) enter into any Tax allocation, Tax sharing, Tax receivable, Tax indemnity agreement, or, other than agreements entered into in the ordinary course of business, any closing or other agreement relating to Taxes, or (vi) amend any Tax Return for the purpose of utilizing any tax benefit.

SECTION 6.2. Access.

Subject to applicable Law, during the interim period between the date of this Agreement and the earlier of (x) the Closing Date and (y) the termination of this Agreement pursuant to Article IX, the Sellers and the Companies shall give, or cause to be given to, Purchaser and its Representatives, reasonable access during normal business hours and upon reasonable advance written notice, to the personnel, properties, books and records, counsel, accountants, consultants and Representatives of each of the Companies and to all matters related to the Pre-Closing Arrangements; provided that such access does not disrupt the normal operations of such Company and does not contravene applicable Law; provided, further, that the applicable rules of discovery shall apply to any claim between Purchaser and the Sellers' Representative with respect to any of the transactions contemplated by this Agreement; provided, further, that the foregoing shall not require the Sellers or the Companies (i) to provide access to any personnel, properties, books and records, counsel, accountants, consultants and Representatives to the extent the foregoing do not pertain to any of the Companies or their business, (ii) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Sellers' Representative would result in the disclosure of any trade secrets or violate any of its obligations with respect to confidentiality, (iii) to disclose any privileged information of the Companies or any of their Affiliates, (iv) to take any action that would cause material disruption to the business of, or cause significant competitive harm to, the Companies, (v) to contravene any applicable Law, fiduciary duty or binding agreement entered into prior to the date hereof or the Closing Date if entered into in accordance with the terms of Section 6.1, or jeopardize the health or safety of any personnel, (vi) to provide access to any information to the extent related to the sale or divestiture process conducted by the Company or any of its Affiliates vis-à-vis any Person other than Purchaser or any of its Affiliates, or any Seller's or any of its respective Affiliates' (or their Representatives') evaluation of the business of the Companies in connection therewith, including projections, financial and other information related thereto, (vii) to permit any environmental sampling or testing with respect to any Real Property leased or subleased by the Companies or (viii) to disclose any information if the Companies reasonably determine upon the advice of counsel that such information should not be disclosed due to its competitively sensitive nature; provided, however, that any such competitive information shall be disclosed, if permitted under applicable Law, to a "clean team" subject to nondisclosure obligations reasonably satisfactory to the Sellers' Representative. All requests for information made pursuant to this Section 6.2 shall be directed to such Persons designated by the Sellers' Representative in a written notice given to Purchaser, and all such information shall be governed by the terms of Section 7.1 and the NDA. Within such access and information rights, the Parties agree that, to the extent it does not disrupt the normal operations of the Companies and does not contravene applicable Law, Purchaser and its Representatives, shall have the right to meet with senior management of the Companies whenever is convenient to all the parties involved and for periods of time that do not affect their ability to fulfill their day-to-day duties. Without limiting the generality of the foregoing but subject to the limitations set forth in this Section 6.2, from the date of this Agreement until the Closing, subject to any applicable Law, Sellers' Representative shall provide Purchaser with reasonable access to the financial information of the Companies as Purchaser may reasonably require to comply with Purchaser's public reporting obligations under the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder.

SECTION 6.3. Shareholder Meeting.

Promptly following the date hereof (but in any event no later than 90 days following the date hereof), Betterware shall or shall cause the appropriate corporate body or officer to, in accordance with its Organizational Documents and applicable Law, establish a record date for, duly call, give notice of, convene and hold one or several general meetings of its shareholders (the "Shareholder Meeting") as required for the purpose of obtaining the Betterware Shareholder Approval. Betterware shall, through its board of directors, recommend to the Betterware shareholders that they give the Betterware Shareholder Approval and solicit and use its reasonable efforts to obtain the Betterware Shareholder Approval. Betterware's board of directors shall not withdraw, modify, or qualify its recommendation except as required by applicable Law or duty after consultation with outside counsel. Notwithstanding the foregoing provisions of this Section, Betterware may postpone, recess or adjourn such meeting (i) to the extent required by Law or Betterware's bylaws, after consultation with outside counsel, or (ii) with the consent of the Sellers' Representative. If as of the time for which a Shareholder Meeting is originally scheduled there are insufficient Betterware Shares represented (either in person or by proxy) to convene a Shareholder Meeting or voting to constitute a quorum necessary to obtain the Betterware Shareholder Approval, in each case, pursuant to Betterware's bylaws, Betterware shall (and shall cause the appropriate corporate body or officer to) establish a record date for, duly call, give notice of, convene and hold a second (or subsequent) Shareholder Meeting as required to request the Betterware Shareholder Approval. Betterware shall provide Sellers' Representative with (a) prompt notice of the record date and meeting date for the Shareholder Meeting, (b) copies of all materials disseminated to Betterware shareholders in connection with the Shareholder Meeting, (c) the voting results of the Shareholder Meeting and (d) prompt notice of any postponement or adjournment of the Shareholder Meeting. Prior to obtaining the Betterware Shareholder Approval, Betterware shall not authorize, issue, deliver, sell, grant, pledge or otherwise dispose of or encumber any Betterware Shares or other shares of its capital stock or any of their other voting securities or any securities convertible into or exercisable or exchangeable for, or any rights, warrants or options to acquire, any such shares or voting securities to the extent that such action by Betterware would cause Campalier, S.A. de C.V. to no longer hold the requisite voting power to cause the Betterware Shareholder Approval. If all the conditions set forth in Article VIII (except for (x) the condition to obtain the Betterware Shareholder Approval under each of Section 8.1(f) and Section 8.2(f), and (y) the conditions which, by their nature, are to be satisfied on the Closing Date but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, any failure to obtain the Betterware Shareholder Approval on or prior to the 90th day following the date of this Agreement shall constitute a breach of, and a failure to comply with, this Agreement by Betterware.

SECTION 6.4. Registration Rights; Lock-Up.

Sellers acknowledge and agree that the Stock Consideration may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act and any applicable state securities laws, except pursuant to an exemption from such registration under such act and such laws, and that, upon the consummation of the transactions contemplated under this Agreement, including the issuance of the Stock Consideration to the Sellers, and the Sellers entering into the Registration Rights and Lock-Up Agreement, Sellers shall also be restricted in their ability to sell, assign or otherwise transfer the Stock Consideration in accordance with the terms of the Registration Rights and Lock-Up Agreement.

SECTION 6.5. Debt Financing and Alternative Financing.

(a) Prior to the Closing, the Sellers and the Companies shall use their reasonable best efforts to cooperate with Purchaser, in each case at Purchaser's sole cost and expense, as reasonably requested by Purchaser in connection with the arrangement, negotiation, syndication and/or closing of the Debt Financing or any Alternative Financing in connection with the transactions contemplated by this Agreement and as is customary for financings of the type contemplated by the Debt Commitment Letter; provided that such requested cooperation shall not unreasonably interfere with the business or ongoing operations of the Companies; provided, further, that nothing in this Agreement shall require such cooperation to the extent it would require any of the Sellers or the Companies (i) until the Closing Date occurs, (A) to pay any commitment or any other fees, (B) to have any Liability or any obligation under any credit agreement or any related document or any other agreement or document related to the Debt Financing (or Alternative Financing in connection with the transactions contemplated by this Agreement) or (C) to incur any other Liability in connection with the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement), (ii) to adopt resolutions to authorize the Debt Financing (or, if applicable, any Alternative Financing in connection with the transactions contemplated by this Agreement) or execute and deliver any definitive financing agreements, in each case, the effectiveness of which is not conditioned upon the occurrence of the Closing, (iii) to take any action that could reasonably be expected to conflict with, or violate, any of the Companies' Organizational Documents or applicable Law in any material respect or result in a breach of the terms of this Agreement, (iv) to provide any post-Closing pro forma financial statements, any information regarding post-Closing pro forma cost savings, synergies, adjustments, or projections or (v) to disclose or provide any information that is subject to attorney-client privilege or could reasonably be expected to result in the disclosure of any trade secrets or the violation of any of their confidentiality obligations.

(b) Purchaser shall indemnify and hold harmless the Sellers, the Companies and their respective Representatives from and against any and all Losses suffered or incurred by them in connection with the performance of their respective obligations under Section 6.5(a), except to the extent such Losses arise from the bad faith, gross negligence, willful misconduct or Fraud of, or a material breach of this Agreement by, any of the Sellers, the Companies or their respective Representatives. Purchaser shall, promptly upon written request by the Sellers' Representative, reimburse the Sellers and the Companies for all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees of counsel only to the extent such fees are not included within the definition of Transaction Expenses) incurred by the Sellers and the Companies in connection with the cooperation required by Section 6.5(a).

(c) Purchaser shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange and consummate the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement) and on the terms and subject only to the conditions set forth in the Debt Commitment Letter, including using reasonable best efforts to (i) maintain in effect the Debt Commitment Letter and, on and after the Credit Agreement Signing Date, the Credit Agreement and the other definitive agreements entered into on the Credit Agreement Signing Date in connection with the Debt Financing (together with the Credit Agreement, the "Credit Documentation"), (ii) satisfy or cause to be satisfied (or, if deemed advisable by Purchaser, to obtain the waiver of) on a timely basis all conditions applicable to Purchaser and its Affiliates in the Debt Commitment Letter and, on and after the Credit Agreement Signing Date, the Credit Agreement that are within its control, including the payment of any commitment or other fees required as a condition to the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement), (iii) consummate the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement) at or prior to the Closing, including using its reasonable best efforts to cause the Debt Financing Parties and the other persons committing to fund the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement) to fund the Debt Financing (or such Alternative Financing) at the Closing, and (iv) comply with its covenants and other obligations under the Debt Commitment Letter and, on and after the Credit Agreement Signing Date, the Credit Documentation. Purchaser shall not, without the prior written consent of the Sellers' Representative, agree to any termination of or amendment or modification to be made to, or grant any waiver of any provision under, the Debt Commitment Letter or any Credit Documentation, other than amendments, modifications or waivers that would not (and would not be reasonably expected to) (I) reduce the aggregate amount of the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement) to an amount below the Required Amount, (II) impose new or additional conditions or otherwise amend, modify or expand any conditions to the occurrence of the Credit Agreement Signing Date or the receipt of the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement), in each case, in a manner adverse to Purchaser, (III) materially delay or prevent the occurrence of the Credit Agreement Signing Date or the Closing or (IV) make the occurrence of the Credit Agreement Signing Date or the funding of the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement) (or the satisfaction of the conditions to the occurrence of the Credit Agreement Signing Date or obtaining the Debt Financing (or such Alternative Financing)) less likely to occur or otherwise adversely affect the ability of Purchaser to enforce its rights under the Debt Commitment Letter or the Credit Documentation. Purchaser will fully pay, or cause to be paid, all commitment and other fees payable by it under or arising pursuant to the Debt Commitment Letter or the Credit Documentation as and when they become due.

(d) Purchaser shall keep the Sellers' Representative informed on a reasonably current basis and in reasonable detail of the status of the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement) and shall give the Sellers' Representative prompt written notice of, and keep the Sellers' Representative informed on a current basis and in reasonable detail of, (i) any breach, default, termination or repudiation by any party to any Debt Commitment Letter or any Credit Documentation of which Purchaser becomes aware, (ii) the receipt of any written notice or other written communication from any Debt Financing Party with respect to any (A) breach, default, termination or repudiation by any party to any portion of the Debt Commitment Letter or any Credit Documentation or (B) material dispute or disagreement between or among any parties to the Debt Commitment Letter or any Credit Documentation (in each case, other than ordinary course negotiations) and (iii) the occurrence of an event or development that would reasonably be expected to adversely impact the occurrence of the Credit Agreement Signing Date on or prior to the Debt Commitment Letter Termination Date or the ability of Purchaser to obtain all or any portion of the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement) contemplated by the Debt Commitment Letter and the Credit Documentation on the terms and conditions contemplated by the Debt Commitment Letter and the Credit Documentation.

(e) In the event that the Debt Commitment Letter or any Credit Documentation (or any Alternative Financing in connection with the transactions contemplated by this Agreement) is amended, replaced, supplemented or otherwise modified in accordance with its terms, or if Purchaser substitutes other debt or equity financing for all or a portion of the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement), in each case, in accordance with Section 6.5(c), each of Purchaser, the Sellers and the Companies shall comply with their respective covenants in this Section 6.5 with respect to the Debt Commitment Letter or such Credit Documentation, as applicable, as so amended, replaced, supplemented or otherwise modified and with respect to such other financing to the same extent that Purchaser, the Sellers and the Companies would have been obligated to comply with respect to the Debt Financing (or any Alternative Financing in connection with the transactions contemplated by this Agreement), and any references to the Debt Commitment Letter or such Credit Documentation herein shall be deemed to be references to the Debt Commitment Letter or such Credit Documentation as so amended, replaced, supplemented or otherwise modified.

(f) In the event that any portion of the Debt Financing (x) becomes unavailable or (y) would reasonably be expected to become unavailable in the manner or from the sources contemplated in the Debt Commitment Letter and the Credit Documentation, (i) Purchaser shall promptly notify Sellers' Representative in writing and (ii) in the case of subclause (x), Purchaser shall use its reasonable best efforts to arrange and obtain, and to negotiate and enter into finance commitments and definitive agreements with respect to, an additional or alternative financing from additional or alternative financial institutions in an amount sufficient to fund the Required Amount (when taken together with other cash on hand of Purchaser or other sources of cash, in each case, available to Purchaser on the Closing Date to fund the consummation of the transactions contemplated by this Agreement) upon terms and conditions no less favorable in all material respects, taken as a whole, to Purchaser than those in the Debt Commitment Letter and the draft Credit Agreement as in effect on the date of this Agreement, which shall not (A) include any conditions to the occurrence of the Credit Agreement Signing Date or funding of the Debt Financing that are not contained in the Debt Commitment Letter as in effect on the date of this Agreement and (B) be reasonably expected to prevent, impede or materially delay the occurrence of the Credit Agreement Signing Date or the consummation of the Debt Financing or such additional or alternative financing of the transactions contemplated by this Agreement (such financing in such amount on such terms, the "Alternative Financing"), as promptly as practicable following the occurrence of such event. Purchaser shall furnish to Sellers' Representative complete, correct and executed copies of the commitment letter or the definitive documents with respect to the Debt Financing promptly upon their execution. For purposes of this Agreement, unless the context otherwise requires, references to (x) the "Debt Financing" shall include the financing contemplated by the Debt Commitment Letter and the Credit Documentation as permitted to be amended, modified, supplemented or replaced by this Section 6.5 and any Alternative Financing, (y) the "Debt Commitment Letter" shall include such documents as permitted to be amended, modified, supplemented or replaced by this Section 6.5 and any commitment letter with respect to any Alternative Financing, and (z) the "Credit Agreement" and the "Credit Documentation" shall include such documents as permitted to be amended, modified, supplemented or replaced by this Section 6.5 and any definitive agreements with respect to any Alternative Financing.

(g) Purchaser acknowledges and agrees that its obligations hereunder are not subject to or conditioned in any manner on Purchaser obtaining any financing (including the Debt Financing or any Alternative Financing).

SECTION 6.6. Indemnification of Covered Persons: D&O Insurance.

(a) The Companies agree that all rights to indemnification, exculpation or expense reimbursement for acts or omissions occurring prior to the Closing now existing in favor of the current or former directors, managers or officers (or persons holding similar positions) of the Companies currently indemnified by such Companies (collectively, the "Covered Persons") as provided in the Organizational Documents of such Companies or as provided pursuant to an indemnity or indemnification agreement of such Companies with any Covered Person, as applicable, shall survive the transactions contemplated by this Agreement and shall continue in full force and effect in accordance with their terms for a period of not less than six years from the Closing. Without limiting the foregoing, for a period of not less than six years from the Closing, the Companies shall not amend, modify or terminate any Organizational Document or Contract regarding or related to such indemnification matters if the effect of such amendment, modification or termination would be to deny, diminish or encumber the right to indemnification, exculpation or expense reimbursement thereunder.

(b) To the fullest extent permitted by applicable Law, the Companies shall honor all of the Companies' obligations to indemnify (including any obligations to advance funds for expenses) the Covered Persons for acts or omissions by such Covered Persons occurring prior to the Closing to the extent that such obligations of the Companies exist on the date of this Agreement, whether pursuant to Organizational Documents or indemnity or indemnification agreements, and such obligations shall survive the Closing and continue in full force and effect in accordance with their terms for a period of not less than six years from the Closing.

(c) If requested in writing by the Sellers' Representative, the Companies shall purchase, at Sellers' sole cost and expense, a six-year extended reporting period endorsement under the existing directors' and officers' liability insurance policies of the Companies, for the benefit of the Companies' directors, managers and officers (the "D&O Insurance"), providing that such endorsement shall extend the directors' and officers' liability coverage in force as of the date hereof for a period of six years from the Closing for any claims arising from events which occurred prior to the Closing. All fees and expenses of the D&O Insurance shall be paid by the Sellers.

(d) The provisions of this Section 6.6 are (i) intended to be for the benefit of, and shall be enforceable by, each Covered Person entitled to indemnification under this Section 6.6, and each such Person's heirs, legatees, representatives, successors and assigns, it being expressly agreed that such Persons shall be third party beneficiaries of this Section 6.6 and (ii) in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by Contract or otherwise. If the Purchaser, any Company or their respective successors or assigns (i) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successors and assigns of the Purchaser or such Company, as applicable, shall assume all of the obligations of the Purchaser set forth in this Section 6.6.

ARTICLE VII

OTHER COVENANTS

SECTION 7.1. Confidentiality.

(a) From the date hereof and until the Closing Date (x) Purchaser shall, and shall cause its Affiliates and Representatives to which any Transaction Confidential Information, Seller Confidential Information or Companies Confidential Information has been provided to, hold confidential all such Transaction Confidential Information, Seller Confidential Information and Companies Confidential Information in accordance with the NDA, and (y) Sellers and the Companies shall, and shall cause their Affiliates and Representatives to which any Transaction Confidential Information or Betterware Confidential Information has been provided to hold confidential all such Transaction Confidential Information and Betterware Confidential Information in accordance with the NDA.

(b) In the event that Closing occurs pursuant to Article II hereof, from the Closing Date and until the date that is two years following the Closing Date, then:

(i) the Sellers and their Affiliates shall, and shall cause their respective Representatives, to hold confidential all Transaction Confidential Information, Companies Confidential Information and Betterware Confidential Information; and

(ii) Purchaser and its Affiliates shall, and shall cause their respective Representatives, to hold confidential all Transaction Confidential Information and Seller Confidential Information;

provided, however, that the foregoing covenants in this Section 7.1(b) shall not apply to (I) (a) information that is or becomes generally available to the public other than as a result of a disclosure by any Party or any of its Representatives, (b) information that is or becomes available to any Party or any of its Representatives on a non-confidential basis prior to its disclosure by any of the Parties hereto or that is permitted to be disclosed under Section 6.2, (c) information that is independently developed by any Party or any of its Representatives without the use of any confidential information protected hereunder, and (d) information that is required to be disclosed by any Party or any of its Representatives as a result of any applicable Law of any Governmental Authority or stock exchange or as a result of any Governmental Order; (II) any Confidential Information provided or otherwise used after the Closing Date in connection with the License Agreement, which shall be subject to the obligations relating to confidential information set forth in the License Agreement; or (III) Trade Secrets, which shall be held confidential for as long as such information remains a Trade Secret under applicable Law. In the circumstances described in subclause (I)(d) above, the Party that is required to disclose such Confidential Information shall, if practicable, first have given notice to the other Parties and made a reasonable effort not to disclose such Confidential Information or at least to obtain a protective order requiring that such Confidential Information so disclosed be used only for the purposes for which disclosure is required; provided, however, that the foregoing shall not apply to the use of Confidential Information disclosed as a result of any Party's status as a publicly held company (including as a result of the rules and regulations of any stock exchange on which such Party's securities are listed) but, in any case, only to the extent that such Confidential Information is required to be disclosed pursuant to applicable Law and the rules and regulations of any such stock exchange. The Parties may disclose Confidential Information to any of their Representatives who need to know such Confidential Information for purposes of this Agreement, the Ancillary Agreements or the consummation of the transactions contemplated hereunder or thereunder, and will inform such Representatives of the confidential nature of the Confidential Information and instruct them to comply with the terms of this Section 7.1(b). Each Party will be responsible for any actions taken by their respective Representatives that would be deemed a breach of this Section 7.1(b) had the actions been taken by the respective Party and each Party hereby assumes Liability for all Losses arising out of or relating to any disclosure of Confidential Information by any of such Party's respective Representatives. The Confidential Information may only be used by the receiving Party for purposes of consummating the transactions contemplated under this Agreement and the Ancillary Agreements (as well as reasonable financial reporting, Tax reporting, or other internal purposes that would not be prejudicial to the owner of such Confidential Information) and may not be used by the receiving Party for any other purpose.

(c) The Parties expressly understand and agree that the Confidential Information (i) is a valuable asset of each Party, has competitive value and is confidential and the restrictions contained above represent a reasonable and necessary protection of the legitimate interests of each Party and its Affiliates, (ii) that failure to observe and comply with the terms and conditions of this Agreement will cause irreparable harm to each Party and its Affiliates, the value of which is and will continue to be difficult to ascertain, and (iii) a remedy at law for such failure by any of the Parties will be inadequate. Accordingly, it is the Parties intention that, in addition to any other rights and remedies each of them may have in the event of any breach of Section 7.1(b), the Parties and their Affiliates are expressly and irrevocably authorized to demand and obtain, specific performance, including without limitation temporary and permanent injunctive relief, and all other appropriate equitable relief against the defaulting Party in order to enforce, or in order to prevent any breach or any threatened breach by any of the Parties of Section 7.1(b). The defaulting Party further agrees to waive, and to use its reasonable best efforts to cause its Representatives to waive, any requirements for the securing or posting of any bond in connection with such remedy.

SECTION 7.2. Publicity

The Sellers and Purchaser will consult with each other and will mutually agree upon any press release or public announcement pertaining to the transactions contemplated by this Agreement and the Ancillary Agreements and shall not issue any such press release or public announcement prior to such consultation and agreement, except for public announcements or filings required by applicable Law or by obligations pursuant to any listing agreement with any national securities exchange, in which case the Party proposing to issue such press release or public announcement will, to the extent permitted under applicable Law and practicable, deliver a draft of such announcement to Purchaser and the Sellers' Representative and shall give Purchaser and the Sellers' Representative a reasonable opportunity to comment thereon. Subject to compliance with the terms of Section 7.1 and the NDA, the foregoing shall not be construed to restrict or prevent any Party from making any internal announcements or communicating with its Affiliates and its Affiliates' investors (including announcements to any general or limited partners or potential limited partners of any Party or Affiliate of any Party) regarding the transactions contemplated by this Agreement or any Ancillary Agreement, or from disclosing and communicating such information to its Affiliates, and its and its Affiliates' respective directors, members, limited or general partners, equityholders, officers, employees, agents, financing sources, counsel, advisors or other representatives, including outside legal counsel, accountants, financial advisors and insurers.

SECTION 7.3. Antitrust Approval and Other Approvals from Governmental Authorities.

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of Purchaser, the Companies and each Seller shall, and shall cause their respective Affiliates, as applicable, to, use their reasonable best efforts (i) to take, or cause to be taken, all actions necessary, proper or advisable to consummate the transactions contemplated by this Agreement and the Ancillary Agreements, and (ii) to obtain (and to cooperate with the other Parties to obtain) any consents, authorizations, orders and approvals from any Governmental Authorities that are required to be obtained by Purchaser, any of the Companies, any of the Sellers or any of their respective Affiliates, as applicable, in connection with the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Additionally, Purchaser and Sellers shall (and, to the extent required, shall cause their Affiliates to), (i) as promptly as practicable, and in no event later than thirty days from the date hereof, jointly make the necessary filings and submissions with the Mexican Antitrust Authority for the review, authorization, and approval required to consummate the transactions contemplated in this Agreement (the "Antitrust Approval"), and (ii) comply in a timely manner with any request for any additional or supplemental information, documents, or other materials of such Party (or their respective Affiliates) or the industry in which such Party operates, from the Mexican Antitrust Authority or, prior to filing, from the other Party, in respect of the filing referred to in clause (i) above. Purchaser, on the one hand, and the Sellers, on the other hand, shall each bear 50% of any Antitrust Filing Fees. The Parties agree to make such filings and submissions with the Mexican Antitrust Authority in compliance with all requirements under applicable Law, including Mexican Antitrust Law. Purchaser shall act as common representative of both Purchaser and Sellers in connection with all filings and submissions with the Mexican Antitrust Authority and shall keep Sellers' Representative reasonably informed of the status of any communications with, and any inquiries or requests for additional information from, the Mexican Antitrust Authority. Notwithstanding the foregoing, with respect to any substantive communication with the Mexican Antitrust Authority and subject to Mexican Antitrust Law, Purchaser will exercise reasonable best efforts to (x) inform the Sellers' Representative before delivering any substantive communication to the Mexican Antitrust Authority, and (y) keep Sellers' Representative reasonably informed promptly after receiving any communication from the Mexican Antitrust Authority and, in each case of clauses (x) and (y), promptly furnish to the Sellers' Representative copies of any written communication to be delivered to or received from the Mexican Antitrust Authority regarding the transactions contemplated hereunder. Subject to Mexican Antitrust Law, the Sellers' Representative, on behalf of the Sellers, shall have the right (or, to the extent restricted, shall cause its counsel) to review any substantive submission prior to it being made to the Mexican Antitrust Authority in connection with transactions contemplated hereunder. Any materials exchanged in connection with this Section 7.3(b) may be redacted or withheld as necessary to address reasonable privilege or confidentiality concerns (including with respect to other business segments of Purchaser and each of their Affiliates, or Sellers or their Affiliates, including any funds affiliated with, managed, sponsored or advised thereby), and to remove competitively sensitive material; provided, that the Parties may, as they deem advisable and necessary, designate any materials provided to the other under this Section 7.3(b) as "outside counsel only." Neither Party will participate in any material meeting with the Mexican Antitrust Authority in respect of any such filings, investigation, or other inquiry relating to matters that are the subject of this Agreement without giving the other party prior notice of the meeting and, to the extent permitted by the Mexican Antitrust Authority, the opportunity to attend and participate (including through counsel designated by such Party). Sellers and the Companies shall furnish Purchaser, as promptly as reasonably practicable after Purchaser's request, with such necessary information and reasonable assistance as Purchaser may reasonably request in connection with the preparation of any filing or submission that is necessary under Mexican Antitrust Law or any other applicable Laws and to comply with any formal or informal request for additional information or documentation received from the Mexican Antitrust Authority. The Parties acknowledge and agree that any translation of this Agreement or any exhibits hereto will be made only for purposes of the filings with the Mexican Antitrust Authority and shall therefore have no legal effects among any of the Parties. For the avoidance of doubt, in the event of any inconsistency or conflict between this Agreement and any translation of this Agreement or any of its exhibits hereto into any other language, the English language in this Agreement and its exhibits shall prevail.

(c) In furtherance and not in limitation of the foregoing, Purchaser, Sellers and the Companies agree to use their respective reasonable best efforts to take any and all steps necessary to (i) resolve, avoid or eliminate impediments or objections, investigations or other inquiry if any, that may be asserted under Mexican Antitrust Law or any other applicable Law with respect to the transactions contemplated under this Agreement or any Ancillary Agreement, and (ii) avoid the entry of, effect the dissolution of, and have vacated, lifted, reversed or overturned, any Governmental Order that would prevent, prohibit, restrict or delay the consummation of the transactions contemplated under this Agreement or any Ancillary Agreement so as to enable the Parties hereto to close the transactions contemplated hereby and thereby expeditiously (but in any event prior to the Termination Date or Extended Termination Date, as applicable).

(d) In using its "reasonable best efforts" to obtain the Antitrust Approval as necessary to consummate the transactions contemplated by this Agreement, Purchaser shall, and shall cause its Affiliates to, take any and all steps necessary, proper, or advisable to avoid or eliminate each and every impediment under Mexican Antitrust Law or required by the Mexican Antitrust Authority to obtain the Antitrust Approval, so as to enable the consummation of such transactions to occur as expeditiously as possible, including (x) opposing vigorously (without initiating litigation) and fully and promptly appealing any adverse decision or order by the Mexican Antitrust Authority or other Governmental Authority in respect of the Antitrust Approval or the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement; and (y) proposing and negotiating (to the extent that the Antitrust Approval may not be reasonably obtained otherwise), committing to and effecting the sale, licensure, divestiture or disposition of such assets, businesses, services, products, product lines, relationships or contractual rights or otherwise taking or committing to take any action (including any behavioral remedies or prior approval requirements) that limits the freedom of action with respect to, or its ability to retain, any assets, businesses, services, products, product lines, relationships, or contractual rights as may be required or advisable in order to obtain any clearance under the Mexican Antitrust Law or to avoid any adverse decision or order by the Mexican Antitrust Authority or other Governmental Authority, which would otherwise have the effect of preventing or delaying the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement.

SECTION 7.4. Third Party Consents.

Each of Purchaser, the Sellers and the Companies shall, and shall cause their respective Affiliates, as applicable, to use their reasonable best efforts to obtain any consents, authorizations, orders and approvals from third parties which are required to be obtained by any of them in connection with the transactions contemplated by this Agreement and the Ancillary Agreements. Notwithstanding the foregoing and except as expressly set forth in this Agreement (including Section 7.3 hereunder), neither the Sellers nor, prior to the Closing, the Companies, nor any of their respective Affiliates shall be required, in respect of any consents, authorizations, orders or approvals which are required to be obtained or requested from third parties in connection with the transactions contemplated by this Agreement (including without limitation, pursuant to the Pre-Closing Arrangements), to pay any fees, expenses or other amounts to any Governmental Authority or any such third party (excluding, for the avoidance of doubt, ordinary course fees and expenses of their respective Representatives), or to commence or participate in any Action to obtain any such consents, authorizations, orders and approvals from third parties.

SECTION 7.5. Further Assurances and Notifications.

From time to time, as and when requested by any Party hereto, the other Parties shall execute, or cause to be executed, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, including actions on or after the Closing Date, as such Party may reasonably deem necessary or desirable to consummate the transactions contemplated under this Agreement and the Ancillary Agreements. From the date hereof until the Closing, each Party shall promptly notify each other Party of any written notice or other written communication from any Governmental Authority in connection with or with respect to the transactions contemplated under this Agreement and/or the Ancillary Agreements (other than the Mexican Antitrust Authority, which shall be governed by Section 7.3 above).

SECTION 7.6. Pre-Closing Transactions and Arrangements.

The Purchaser, Sellers and the Companies shall perform their applicable obligations to undertake the transactions and arrangements described on Exhibit K hereto in accordance with the terms thereof (the "Pre-Closing Arrangements"), including their reasonable best efforts to take, or cause to be taken, appropriate action, and to do, or cause to be done, such things as are necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective the Pre-Closing Arrangements as soon as reasonably practicable after the date hereof (as and to the extent required by Exhibit K). For the avoidance of doubt, to the extent that a third party does not cooperate, approve, consent or agree to any of the matters described in the Pre-Closing Arrangements notwithstanding the Parties performance of their respective obligations under Exhibit K, such lack of cooperation, approval, consent or agreement by a third party shall not constitute a condition to the Closing.

SECTION 7.7. Further Assurances on Intellectual Property.

(a) From the date hereof, the Sellers and the Companies shall cause Party Licensor to exercise reasonable best efforts to, as soon as possible after the date hereof, (i) submit to the applicable Governmental Authority in the Territory for recordation all assignments and other documents necessary for Party Licensor to be the owner of record of each item of Companies Registered Intellectual Property in the Territory that is Companies Licensed Intellectual Property, and thereafter take such actions as are reasonably necessary to complete the processing of such recordation, and (ii) obtain and file documents necessary to release any and all security interests recorded against any Companies Registered Intellectual Property in the Territory that is Companies Licensed Intellectual Property that has not been released as of the date hereof.

(b) From the date hereof until the Closing Date, the Sellers and the Companies shall use good faith efforts to identify and provide written notice to Purchaser of any active issued, registered or applied for Intellectual Property in the Territory that is not being used or is not relevant to the business of the Companies in the Territory (“Unused Intellectual Property”), it being understood that no unintentional or inadvertent failure to provide such identification or notice shall constitute a breach of clause (a). If within ten (10) Business Days from the date Purchaser receives any such written notice, Purchaser does not elect in writing to maintain in full force and effect such Unused Intellectual Property at Purchaser’s sole cost and expense, the Sellers and the Companies will have the right to abandon, allow to lapse, and fail to maintain in full force and effect such Unused Intellectual Property.

SECTION 7.8. Termination of Related Party Contracts.

Other than those Related Party Contracts set forth on Section 7.8 of the Disclosure Schedules, the Sellers and the Companies shall cause, prior to the Closing, that all Related Party Contracts be settled and terminated at no cost to any of the Companies.

SECTION 7.9. Exclusive Dealing.

From the date hereof, and until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, none of the Sellers or the Companies, nor any of their respective Affiliates or Representatives, shall solicit, encourage or initiate any offer or proposal from, or engage in any discussions or negotiations with, or provide any information to, any Person concerning any inquiries or proposals for (a) the acquisition of all or any part of the capital stock of any of the Companies or the sale of a substantial portion of the assets of any of the Companies, (b) the assignment or license of any Intellectual Property licensed or owned by the Companies or to be licensed or owned by Purchaser and/or the Companies under this Agreement and the Ancillary Agreements other than non-exclusive licenses granted in the ordinary course of business consistent with past practice, or (c) any other transaction that is competitive with or otherwise precludes any of the transactions contemplated under this Agreement and/or the Ancillary Agreements. Should any of the Sellers or the Companies, or their respective Affiliates, or Representatives receive any unsolicited offers or proposals for any such transactions from any third party, such Party shall promptly advise such third party that the Sellers and the Companies are engaged in exclusive discussions with a prospective investor, and are precluded from proceeding with any third party. The Sellers agree that the rights and remedies for noncompliance with this Section 7.9 shall include equitable relief under Section 12.4(b), it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Purchaser and that money damages would not provide an adequate remedy to Purchaser.

SECTION 7.10. Sellers Release.

Each Seller agrees that, effective as of the Closing Date, such Seller will be deemed to have released and discharged each of the Companies from any and all claims, whether known or unknown, liquidated or contingent, solely to the extent based upon or arising out of the dealings among such Seller, on the one hand, and any Company or Affiliate of any Company in the Territory, on the other hand, on or prior to the Closing, including, for the avoidance of doubt, such Seller's ownership of any capital stock or equity interest in the Companies; provided, however that such Seller shall retain and does not release its rights, interests, claims, demands, actions or causes of action under the terms and conditions of this Agreement and the Ancillary Agreements (collectively, the "Seller Released Claims"). Such Seller further agrees that it will not, directly or indirectly, (a) institute a lawsuit or other legal proceeding solely to the extent based upon, arising out of, or relating to any of the Seller Released Claims or (b) participate, assist, or cooperate in any such proceeding.

SECTION 7.11. Tax Matters.

(a) Purchaser shall prepare, or cause to be prepared, all Tax Returns required to be filed by any of the Companies after the Closing Date with respect to a Pre-Closing Tax Period and any taxable period that begins before and ends after the Closing Date (each such period, a "Straddle Period," and such Tax Returns, "Special Returns"). All Special Returns shall be prepared in a manner consistent with past practice in all material respects (unless otherwise required by applicable Law, as determined in Purchaser's sole reasonable discretion exercised in good faith). All Special Returns shall be submitted by Purchaser to the Sellers' Representative at least 30 days prior to the due date (including extensions) of such Special Return or at least five Business Days prior to the due date (including extensions) in connection to Tax Returns filed more frequently than semi-annually. If the Sellers' Representative wishes to object to any item on any such Special Return, the Sellers' Representative shall, within ten days after delivery of such Special Return, notify Purchaser in writing that it so objects, specifying with particularity any such item and stating the specific factual or legal basis for any such objection. If a notice of objection shall be duly delivered by the Sellers' Representative to Purchaser, Purchaser and the Sellers' Representative shall negotiate in good faith and use their reasonable best efforts to resolve such items. If Purchaser and the Sellers' Representative are unable to reach such agreement within ten days after receipt by Purchaser of such written notice, the disputed items in the Special Return shall be resolved by the Accounting Firm and any determination by the Accounting Firm shall be final. The Accounting Firm shall resolve any disputed items within 20 days of having the item referred to it pursuant to such procedures as it may require. If the Accounting Firm is unable to resolve any disputed items before the due date for such Special Return, the Special Return shall be filed as prepared by Purchaser and then, if requested in writing by the Sellers' Representative, amended to reflect the Accounting Firm's resolution. The costs, fees and expenses of the Accounting Firm shall be borne equally by Purchaser and the Sellers' Representative. The preparation and filing of any Tax Return of any of the Companies that does not relate to a Pre-Closing Tax Period or Straddle Period shall be exclusively within the control of Purchaser.

(b) In the case of Taxes that are payable with respect to a Straddle Period, the portion of any such Taxes that are treated as Taxes incurred during a Pre-Closing Tax Period for purposes of this Agreement shall:

(i) be in the case of Taxes (A) based upon, or related to, income, receipts, profits, wages, capital or net worth, (B) imposed in connection with the sale, transfer or assignment of property or (C) required to be withheld, deemed equal to the amount which would be payable if the taxable period ended with the Closing Date (except that (x) solely for purposes of determining the marginal Tax rate applicable to income or receipts during such period in a jurisdiction in which such Tax rate depends upon the amount or level of income or receipts, annualized income or receipts may be taken into account if appropriate for an equitable sharing of such Taxes and (y) exemptions, allowances and deductions that are otherwise calculated on an annual basis shall be apportioned proportionately to the payment of the related Taxes);

(ii) be in the case of other Taxes, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the portion of the period ending on the Closing Date and the denominator of which is the number of days in the entire period; and

(iii) include any Taxes arising from, or attributable to, the settlement of any intercompany balances of the Companies occurring prior to the Closing Date or during the Straddle Period;

provided, however, that no Taxes arising from, or attributable to, the Pre-Closing Arrangements shall be treated as Taxes incurred during a Pre-Closing Tax Period for any purpose of this Agreement.

(c) Sellers, the Sellers' Representative and Purchaser shall cooperate and provide each other with such information and cooperation as the other Parties reasonably may request in (i) filing any Tax Return, amended Tax Return or claim for refund, including amending any Tax Returns relating to the Pre-Closing Tax Period, (ii) determining a Liability for Taxes or a right to a refund of Taxes, or (iii) participating in or conducting any audit or other proceeding, in respect of Taxes with respect to any Pre-Closing Tax Period and any Straddle Period. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof to the extent related to the Companies, together with related work papers and documents relating to rulings or other determinations by Governmental Authorities. Each Party hereto shall make itself and its employees reasonably available on a mutually convenient basis to provide explanations of any documents or information provided under this [Section 7.11\(c\)](#).

(d) The Sellers' Representative, on behalf of the Sellers, shall be entitled to receive prompt payment from Purchaser of, any Tax refund or credit (including refunds and credits arising by reason of amended Tax Returns filed after the Closing Date or otherwise) to which any of the Companies becomes entitled with respect to any Tax period ending on or before the Closing Date. Purchaser and the Sellers' Representative shall equitably apportion any refund or credit with respect to Taxes with respect to a Straddle Period.

(e) Without the prior written consent of the Sellers' Representative (such consent not to be unreasonably withheld, conditioned, or delayed), none of the Companies shall enter into any closing agreement, settle any Tax claim or assessment, extend or waive the limitation period applicable to any Tax claim or assessment, surrender any right to claim a refund of Taxes, enter into a voluntary disclosure agreement or similar agreement, amend any Tax Returns with respect to a Pre-Closing Tax Period or revoke any election with respect to a Pre-Closing Tax Period or take any other similar action.

(f) Except as otherwise set forth in this Agreement, Purchaser, on the one hand, and the Sellers, on the other hand, (in each case, as and to the extent required in respect of such Party by applicable Law) shall be responsible for all stock transfer Taxes, real property transfer or mortgage Taxes, sales Taxes, documentary stamp Taxes, recording charges and other similar Taxes, if any, arising from the transactions contemplated herein ("Transfer Taxes"), if any, and Purchaser shall prepare and file all necessary Tax Returns and other documentation in connection with such Transfer Taxes and the Sellers' Representative shall cooperate as necessary in filing any such Tax Returns. For the avoidance of doubt, any income, capital gains, withholding and similar Taxes imposed on or with respect to the transactions contemplated by this Agreement and any Ancillary Agreement, including the payment of any portion of the Total Consideration and other amounts of consideration paid pursuant to this Agreement or any Ancillary Agreement, whether imposed directly on the sale of the Shares or on the transfer of any of the Companies, and including any income, capital gains, withholding and similar Taxes imposed by the Governmental Authorities in the Territory (collectively, "Capital Gains Taxes"), shall not constitute Transfer Taxes and, to extent collectible by any Governmental Authority by withholding or a similar mechanic, shall be subject to the procedures described in Section 2.5.

(g) The Sellers and Purchaser agree that the Total Consideration shall be allocated among the Shares of the Companies for Tax purposes in accordance with the percentages set forth on Exhibit B-1.

SECTION 7.12. Post-Closing Brazilian Filings.

Purchaser shall, and shall cause the Companies to, take all actions necessary to (i) file the Brazil Amendments with the competent Board of Trade, and (ii) update the foreign direct investment registration with the Central Bank of Brazil in the SCE-IED system, reflecting the transfer of Dart Brazil Shares and Cav Sul Shares by Sellers pursuant to this Agreement, in each case within 30 days of the Closing Date (or earlier if required under applicable Law). Sellers shall cooperate in good faith in providing any documents or information reasonably required to effect such registrations. Any fines, penalties, or additional registration costs arising from the failure to timely complete such filings shall be borne solely by Purchaser, unless such failure resulted from Sellers' delay or wrongful conduct.

ARTICLE VIII

CONDITIONS PRECEDENT

Section 8.1. Conditions To Obligations Of Purchaser.

Unless waived in writing by Purchaser (if permissible under applicable Law) on or prior to the Closing Date, the obligations of Purchaser to consummate the transactions contemplated by this Agreement will be subject to the fulfillment at or prior to the Closing of each of the following conditions:

(a) No Governmental Order or Injunction. No (i) Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order of any nature which is in effect and has the effect of (A) making any of the transactions contemplated by this Agreement illegal or (B) restraining or prohibiting any of the transactions contemplated by this Agreement, and (ii) Action will have been commenced by any Governmental Authority for the purpose of obtaining any such Governmental Order described in Section 8.1(a)(i).

(b) Governmental Approvals. All consents, approvals, orders and authorizations of any Governmental Authority, including the Antitrust Approval, required in connection with the execution or performance of this Agreement will have been obtained and be in full force and effect.

(c) Representations and Warranties of the Companies and Sellers.

(i) The representations and warranties of (A) the Sellers and the Companies set forth in Section 3.3 (Capitalization), and (B) each Seller set forth in Section 4.2 (Ownership of Shares), shall in each case be true and correct in all respects (except for de minimis inaccuracies) on and as of the Closing Date with the same effect as though made at and as of the Closing Date (except to the extent that any such representation or warranty is expressly stated to relate to a particular time, date or period, in which case such representation or warranty only needs to be true and correct in all respects as of such time, date or period, as applicable).

(ii) The representations and warranties of (A) the Sellers and the Companies set forth in Section 3.1 (Organization and Authority), Section 3.2 (Representatives' Authority), Section 3.24 (Related Party Transactions), and Section 3.25 (Brokers), and (B) each Seller set forth in Section 4.1 (Organization and Authority), Section 4.3 (Representatives' Authority), and Section 4.8 (Brokers) shall in each case be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect), in each case on and as of the Closing Date with the same effect as though made at and as of the Closing Date (except to the extent that any such representation or warranty is expressly stated to relate to a particular time, date or period, in which case such representation or warranty only needs to be true and correct in all respects as of such time, date or period, as applicable).

(iii) All other representations and warranties of the Sellers and the Companies set forth in Article III and of each Seller set forth in Article IV (other than those referenced in Section 8.1(c)(i) or Section 8.1(c)(ii)) shall be true and correct in all respects on and as of the Closing Date with the same effect as though made at and as of the Closing Date (except to the extent that any such representation or warranty is expressly stated to relate to a particular time, date or period, in which case such representation or warranty only needs to be true and correct in all respects as of such time, date or period, as applicable), except where the failure of such representations and warranties to be so true and correct would not have a Material Adverse Effect.

(d) Performance of Covenants by the Companies and Sellers. The Companies and the Sellers shall have performed and complied in all material respects with the covenants and provisions of this Agreement required to be performed or complied with by the Companies and the Sellers at or prior to the Closing Date.

(e) No Material Adverse Effect. From the date of this Agreement, there shall not have occurred any Material Adverse Effect.

(f) Betterware Shareholder Approval. The Betterware Shareholder Approval shall have been obtained.

(g) Delivery of Certificates. An authorized officer of the Companies and the Sellers shall have executed and delivered to Purchaser a certificate as to compliance with the conditions set forth in Section 8.1(c) and Section 8.1(d).

(h) Deliverables. The Sellers' Representative shall have delivered the items to be delivered pursuant to Section 2.2(c).

SECTION 8.2. Conditions to Obligations of the Companies and the Sellers.

Unless waived in writing by the Sellers' Representative (if permissible under applicable Law) on or prior to the Closing Date, the obligations of the Companies and the Sellers to consummate the transactions contemplated by this Agreement will be subject to the fulfillment at or prior to the Closing of each of the following conditions:

(a) No Governmental Order or Injunction. No (i) Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order of any nature which is in effect and has the effect of (A) making any of the transactions contemplated by this Agreement illegal or (B) restraining or prohibiting any of the transactions contemplated by this Agreement, and (ii) Action will have been commenced by any Governmental Authority for the purpose of obtaining any such Governmental Order described in Section 8.2(a)(i).

(b) Governmental Approvals. All consents, approvals, orders and authorizations of any Governmental Authority, including the Antitrust Approval, required in connection with the execution or performance of this Agreement will have been obtained and be in full force and effect.

(c) Representations and Warranties of Purchaser.

(i) The representations and warranties of Purchaser set forth in Section 5.12 (Stock Consideration) shall in each case be true and correct in all respects (except for de minimis inaccuracies) on and as of the Closing Date with the same effect as though made at and as of the Closing Date (except to the extent that any such representation or warranty is expressly stated to relate to a particular time, date or period, in which case such representation or warranty only needs to be true and correct in all respects as of such time, date or period, as applicable).

(ii) The representations and warranties of Purchaser set forth in Section 5.1 (Organization and Authority), Section 5.2 (Capitalization), Section 5.3 (Representatives' Authority), and Section 5.13 (Brokers) shall in each case be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Purchaser Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Purchaser Material Adverse Effect), in each case on and as of the Closing Date with the same effect as though made at and as of the Closing Date (except to the extent that any such representation or warranty is expressly stated to relate to a particular time, date or period, in which case such representation or warranty only needs to be true and correct in all respects as of such time, date or period, as applicable).

(iii) All other representations and warranties of Purchaser set forth in Article V (other than those referenced in Section 8.2(c)(i) or Section 8.2(c)(ii)) shall be true and correct in all respects on and as of the Closing Date with the same effect as though made at and as of the Closing Date (except to the extent that any such representation or warranty is expressly stated to relate to a particular time, date or period, in which case such representation or warranty only needs to be true and correct in all respects as of such time, date or period, as applicable), except where the failure of such representations and warranties to be so true and correct would not have a Purchaser Material Adverse Effect.

(d) Performance of Covenants by Purchaser. Purchaser shall have performed and complied in all material respects with the covenants and provisions of this Agreement required to be performed or complied with by Purchaser at or prior to the Closing Date.

(e) Delivery of Certificates. An authorized officer of Purchaser shall have executed and delivered to the Sellers' Representative a certificate as to compliance with the conditions set forth in Section 8.2(c) and Section 8.2(d).

(f) Betterware Shareholder Approval. The Betterware Shareholder Approval shall have been obtained.

(g) Deliverables. Purchaser shall have delivered the items to be delivered pursuant to Section 2.2(b).

ARTICLE IX

TERMINATION

SECTION 9.1. Termination.

This Agreement may be terminated, and all the transactions contemplated herein abandoned at any time prior to Closing only:

(a) by mutual written consent of the Sellers' Representative and Purchaser;

(b) by either the Sellers' Representative or Purchaser, upon written notice to the other Party, if the Closing shall not have occurred by July 19, 2026 (the "Termination Date"); provided, however, that if on the Termination Date all of the conditions set forth in Section 8.1 and Section 8.2 have been satisfied (or, with respect to the conditions that by their terms must be satisfied at the Closing, are capable of being so satisfied if the Closing would have occurred) or duly waived other than the conditions set forth in Section 8.1(b) and Section 8.2(b), then either Sellers' Representative or Purchaser may extend the Termination Date up until October 19, 2026 (the "Extended Termination Date"), by delivery of written notice of such extension to the other Party prior to the Termination Date, in which case either Sellers' Representative or Purchaser will have the right to terminate this Agreement upon written notice to the other Party if the Closing shall not have occurred by the Extended Termination Date; provided, further that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any Party whose own failure (or failure of any of its Affiliates) to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to the Termination Date or Extended Termination Date, as applicable;

(c) by Purchaser, upon written notice from Purchaser to the Sellers' Representative, if (i) Purchaser is not then in material breach of any provision of this Agreement, and (ii) there has been a violation or breach by any Seller or any of the Companies of any covenant, representation or warranty contained in this Agreement, or there has been any event, in each case, that would cause any of the conditions set forth in Section 8.1(c) and Section 8.1(d) not to be satisfied and such violation or breach is either not capable of being cured prior to the Termination Date or the Extended Termination Date, as applicable, or if curable, is not cured by the applicable Sellers and/or Companies within the earlier of (A) 30 days after the giving of written notice by Purchaser to the Sellers' Representative and (B) five days prior to the Termination Date or the Extended Termination Date, as applicable, and such violation or breach has not been waived by Purchaser; or

(d) by the Sellers' Representative, upon written notice from the Sellers' Representative to Purchaser, if (i) each Seller and each of the Companies is not then in material breach of any provision of this Agreement, and (ii) there has been a violation or breach by Purchaser of any covenant, representation or warranty contained in this Agreement, or there has been any event, in each case, that would cause any of the conditions set forth in Section 8.2(c) and Section 8.2(d) not to be satisfied and such violation or breach is either not capable of being cured prior to the earlier to occur of the Termination Date or the Extended Termination Date, as applicable, or if curable, is not cured by Purchaser within the earlier of (A) 30 days after the giving of written notice by the Sellers' Representative to Purchaser and (B) five days prior to the Termination Date or the Extended Termination Date, as applicable, and such violation or breach has not been waived by the Sellers' Representative.

SECTION 9.2. Effect of Termination. If this Agreement is terminated and the transactions contemplated herein are abandoned as described in Section 9.1, this Agreement shall have no further force and effect, except for the provisions of Section 7.2, Section 9.2, Article X, Article XI, and Article XII (and any related definitional provisions in Exhibit A-1); provided, however, that no termination of this Agreement pursuant to the provisions of Section 9.1 shall (a) relieve any Party of Liability for a breach of or failure to perform any of its obligations under this Agreement occurring prior to such termination or (b) impair the right of any Party to seek specific performance by any other Party of its obligations under this Agreement. For the avoidance of doubt, the Parties hereto agree that if any Party does not close the transactions contemplated hereby in circumstances in which all of the conditions set forth in Section 8.1 (other than conditions to be performed at the Closing) have been satisfied or waived by the applicable Party (including, without limitation, in the case of Purchaser, under circumstances in which Purchaser has not obtained the Debt Financing or any Alternative Financing), such failure or refusal to close shall be deemed to be a breach of this Agreement by such Party. The Parties hereto acknowledge and agree that in connection with the foregoing, Purchaser, the Sellers and Party Licensor may petition a court to award damages (in addition to any other remedies provided at law or in equity, including specific performance, injunctive and other equitable relief) in connection with any breach by a Party of the terms and conditions set forth in this Agreement, and each Party agrees that such damages shall not be limited to reimbursement of expenses or out-of-pocket costs, but shall include the benefit of the bargain lost by the non-breaching Parties (taking into consideration relevant matters, including other license or transaction or combination opportunities and the time value of money).

ARTICLE X

SURVIVAL

SECTION 10.1. Survival. The Parties, intending to modify any applicable statute of limitations, agree that other than with respect to claims against a Party involving the Fraud of such Party, (a) the representations and warranties contained in this Agreement (as qualified by the Disclosure Schedules), and in any certificate delivered hereunder, shall terminate effective as of the Closing without the need for any further action by any Person and the representations and warranties contained in this Agreement and in any certificate delivered hereunder shall not survive the Closing for any purpose whatsoever, and thereafter there shall be no liability or obligation on the part of, nor shall any claim be made by, any Party or any of their respective Affiliates or Non-recourse Parties in respect thereof, (b) the covenants and agreements set forth in this Agreement to be performed prior to the Closing shall terminate effective as of the Closing without the need for any further action by any Person and shall not survive the Closing for any purpose whatsoever, and thereafter there shall be no liability or obligation on the part of, nor shall any claim be made by, any Party or any of their respective Affiliates or Non-Recourse Parties in respect thereof, in connection therewith or related thereto, and (c) the covenants and agreements set forth herein to be performed after the Closing shall survive the Closing in accordance with their respective terms only for such period as shall be required for the Party required to perform under such covenant or agreement to complete the performance required thereby. This Article X shall survive the Closing.

ARTICLE XI

PARTIES' ACKNOWLEDGMENT AND NON RECOURSE

SECTION 11.1. Purchaser's Further Acknowledgments.

(a) PURCHASER HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT IT IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF ITS PURCHASE OF THE SHARES AND THE COMPANIES. PURCHASER CONFIRMS THAT IT CAN BEAR THE ECONOMIC RISK OF ITS INVESTMENT IN THE SHARES AND THE COMPANIES AND CAN AFFORD TO LOSE ITS ENTIRE INVESTMENT IN THE SHARES AND THE COMPANIES, HAS BEEN FURNISHED THE MATERIALS RELATING TO THE PURCHASE OF THE SHARES AND THE COMPANIES WHICH PURCHASER HAS REQUESTED, AND THE SELLERS AND THE COMPANIES HAVE PROVIDED PURCHASER AND ITS REPRESENTATIVES THE OPPORTUNITY TO ASK QUESTIONS OF THE OFFICERS AND MANAGEMENT OF THE COMPANIES AND TO ACQUIRE ADDITIONAL INFORMATION ABOUT THE COMPANIES AND FINANCIAL CONDITION OF THE COMPANIES. PURCHASER IS ACQUIRING THE SHARES FOR INVESTMENT AND NOT WITH A VIEW TOWARD OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION THEREOF, OR WITH ANY PRESENT INTENTION OF DISTRIBUTING OR SELLING THE SHARES. PURCHASER AGREES THAT THE SHARES MAY NOT BE SOLD, TRANSFERRED, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF WITHOUT COMPLIANCE WITH APPLICABLE SECURITIES LAWS, EXCEPT PURSUANT TO APPLICABLE EXEMPTIONS THEREFROM.

(b) Excluding, for the avoidance of doubt, claims of Fraud on the part of any Seller or Company, none of the Companies, the Sellers, or any Non-Recourse Party of any of the foregoing, whether in an individual, corporate or any other capacity, will have or be subject to any liability or obligation (indemnification or otherwise) to Purchaser or any of Purchaser's Non-Recourse Parties resulting from (nor shall Purchaser or any of its Non-Recourse Parties have any claim with respect to) the distribution to Purchaser or any of its Non-Recourse Parties, or Purchaser's, or any of its Non-Recourse Parties' use of, or reliance on, any information, documents, projections, forecasts or other material made available to Purchaser or any of its Non-Recourse Parties in the Data Room or presentations (including, for the avoidance of doubt, any "management presentations") in expectation of, or in connection with, the transactions contemplated by this Agreement, or otherwise, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise.

(c) Without in any way limiting the generality of the foregoing, Purchaser and its Affiliates acknowledge that there are uncertainties inherent in attempting to make projections, forward looking statements, forecasts, estimates, and future business plan information, that Purchaser and its Affiliates are familiar with such uncertainties, that Purchaser and its Affiliates are taking full responsibility for making their own evaluation of the adequacy and accuracy of any such projections, forward looking statements, forecasts, estimates and future business plan information provided to it in connection with the transactions contemplated by this Agreement (including the reasonableness of the assumptions underlying such projections, forward looking statements, forecasts, estimates and future business plan information), and that, except as expressly and specifically set forth in Article III and Article IV, respectively, as qualified by the Disclosure Schedules, no other representations, warranties or statements (including by omission) of any kind are being made by any of the Sellers or the Companies or their respective Non-Recourse Parties, including with respect to such projections, forward looking statements, forecasts, estimates and future business plan information.

(d) Other than with respect to claims against a Party involving the Fraud of such Party, Purchaser acknowledges and agrees that after the Closing, none of Purchaser or any of its Affiliates or any other Person shall have any recourse against any Seller or any of their respective Affiliates or Non-Recourse Parties with respect to claims of whatever kind and nature, in Law, equity or otherwise, known or unknown, which such Persons have now or may have in the future, resulting from, arising out of, or related to any inaccuracy in, or breach of, (i) any representation or warranty of the Companies or Sellers contained in this Agreement or any certificate delivered hereunder, or any Ancillary Agreement (except as otherwise expressly set forth therein), or (ii) any covenant or agreement made herein or any certificate delivered in connection herewith that contemplates performance at or prior to Closing.

(e) Other than with respect to claims against a Party involving the Fraud of such Party, Purchaser acknowledges that, after the Closing, the sole and exclusive remedy (in lieu of any and all other rights and remedies any such Party otherwise may have of whatever kind or nature, in Law, equity or otherwise (including any rescissory rights Purchaser may have under any theory)) Purchaser, the Companies, the Sellers or any Non-Recourse Party of the foregoing may have under, arising out of, resulting from, or incurred under this Agreement or any certificate provided hereunder shall be (i) the Companies', Sellers' and Purchaser's right to make claims with respect to the covenants and agreements of the Sellers, Purchaser and the Companies hereunder that are required to be performed by any such Person after the Closing, and (ii) the rights of the parties to the Ancillary Agreements to make claims with respect to the covenants and agreements thereunder. In furtherance of the foregoing and except as expressly set forth in the immediately preceding sentence, from and after the Closing, Purchaser hereby waives, on behalf of itself and each of its respective Affiliates (including, for the avoidance of doubt, the Companies, except to the extent the Companies have any rights under subsection (i) and (ii) of the immediately preceding sentence), successors and permitted assigns, to the fullest extent permitted under applicable Law, any and all other rights, claims and causes of action that it or they may have against any of the Sellers or any of their respective Affiliates (including Party Licensor and Party Operations) or Non-Recourse Parties with respect to this Agreement or in respect of the transactions contemplated hereby (excluding, for the avoidance of doubt, claims under (i) and (ii) of the immediately preceding sentence), or with respect to the Shares or the Companies or the ownership or operation thereof, arising under or based upon any applicable Law or otherwise.

SECTION 11.2. Sellers' Further Acknowledgments.

(a) EACH OF THE SELLERS HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT IT IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF ITS INVESTMENT IN THE STOCK CONSIDERATION AND BETTERWARE AND ITS SUBSIDIARIES. EACH OF THE SELLERS CONFIRMS THAT IT CAN BEAR THE ECONOMIC RISK OF ITS INVESTMENT IN THE STOCK CONSIDERATION AND BETTERWARE AND ITS SUBSIDIARIES AND CAN AFFORD TO LOSE ITS ENTIRE INVESTMENT IN THE STOCK CONSIDERATION AND BETTERWARE AND ITS SUBSIDIARIES, HAS BEEN FURNISHED THE MATERIALS RELATING TO THE INVESTMENT IN THE STOCK CONSIDERATION AND BETTERWARE AND ITS SUBSIDIARIES WHICH EACH OF THE SELLERS HAS REQUESTED, AND PURCHASER HAS PROVIDED THE SELLERS AND THEIR REPRESENTATIVES THE OPPORTUNITY TO ASK QUESTIONS OF THE OFFICERS AND MANAGEMENT OF BETTERWARE AND ITS SUBSIDIARIES AND TO ACQUIRE ADDITIONAL INFORMATION ABOUT BETTERWARE AND ITS SUBSIDIARIES AND THE FINANCIAL CONDITION OF BETTERWARE AND ITS SUBSIDIARIES. EACH OF THE SELLERS IS ACQUIRING THE STOCK CONSIDERATION FOR INVESTMENT AND NOT WITH A VIEW TOWARD OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION THEREOF, OR WITH ANY PRESENT INTENTION OF DISTRIBUTING OR SELLING THE STOCK CONSIDERATION. EACH OF THE SELLERS AGREES THAT THE STOCK CONSIDERATION MAY NOT BE SOLD, TRANSFERRED, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF WITHOUT COMPLIANCE WITH APPLICABLE SECURITIES LAWS, EXCEPT PURSUANT TO APPLICABLE EXEMPTIONS THEREFROM.

(b) Excluding, for the avoidance of doubt, the representations and warranties expressly set forth in Article V (as qualified by the Disclosure Schedules and which, for the avoidance of doubt, shall not survive the Closing), the Ancillary Agreements and claims of Fraud involving Purchaser, none of Purchaser or any of its Non-Recourse Parties, whether in an individual, corporate or any other capacity, will have or be subject to any liability or obligation (indemnification or otherwise) to any of the Sellers or any of Sellers' Non-Recourse Parties resulting from (nor shall any of the Sellers or any of Sellers' Non-Recourse Parties have any claim with respect to) the distribution to any of the Sellers or any of Sellers' Non-Recourse Parties, or any of the Sellers' or any of their Non-Recourse Parties' use of, or reliance on, any information, documents, projections, forecasts or other material made available to any of the Sellers or any of Sellers' Non-Recourse Parties or presentations (including, for the avoidance of doubt, any "management presentations") in expectation of, or in connection with, the transactions contemplated by this Agreement, or otherwise, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise.

(c) Without in any way limiting the generality of the foregoing, each of the Sellers and their Affiliates acknowledge that there are uncertainties inherent in attempting to make projections, forward looking statements, forecasts, estimates, and future business plan information, that the Sellers and their Affiliates are familiar with such uncertainties, that the Sellers and their Affiliates are taking full responsibility for making their own evaluation of the adequacy and accuracy of any such projections, forward looking statements, forecasts, estimates and future business plan information provided to any of them in connection with the transactions contemplated by this Agreement (including the reasonableness of the assumptions underlying such projections, forward looking statements, forecasts, estimates and future business plan information), and that, except as expressly and specifically set forth in Article V, as qualified by the Disclosure Schedules, no other representations, warranties or statements (including by omission) of any kind are being made by Purchaser, including with respect to such projections, forward looking statements, forecasts, estimates and future business plan information.

(d) Other than with respect to claims against a Party involving the Fraud of such Party, each of the Sellers acknowledges and agrees that after the Closing, none of the Sellers or any of their Affiliates or any other Person shall have any recourse against Purchaser or any of its Affiliates or Non-Recourse Parties with respect to claims of whatever kind and nature, in Law, equity or otherwise, known or unknown, which such Persons have now or may have in the future, resulting from, arising out of, or related to any inaccuracy in, or breach of, (i) any representation or warranty of Purchaser contained in this Agreement or any certificate delivered hereunder, or any Ancillary Agreement (except as otherwise expressly set forth therein), or (ii) any covenant or agreement made herein or any certificate delivered in connection herewith that contemplates performance at or prior to Closing.

(e) Other than with respect to claims against a Party involving the Fraud of such Party, each of the Sellers acknowledges that, after the Closing, the sole and exclusive remedy (in lieu of any and all other rights and remedies any such Person otherwise may have of whatever kind or nature, in Law, equity or otherwise) Purchaser, the Companies, the Sellers or any Non-Recourse Party of the foregoing may have under, arising out of, resulting from, or incurred under this Agreement or any certificate provided hereunder shall be (i) the Companies', Sellers' and Purchaser's right to make claims with respect to the covenants and agreements of the Sellers, Purchaser and the Companies hereunder that are required to be performed by any such Person after the Closing, and (ii) the rights of the parties to the Ancillary Agreements to make claims with respect to the covenants and agreements thereunder. In furtherance of the foregoing and except as expressly set forth in the immediately preceding sentence, from and after the Closing, each of the Sellers hereby waives, on behalf of itself and each of its respective Affiliates, successors and permitted assigns, to the fullest extent permitted under applicable Law, any and all other rights, claims and causes of action that it or they may have against any other Parties to this Agreement or any of their respective Affiliates or Non-Recourse Parties with respect to this Agreement or in respect of the transactions contemplated hereby (excluding, for the avoidance of doubt, claims under (i) and (ii) of the immediately preceding sentence), arising under or based upon any applicable Law or otherwise.

SECTION 11.3. Non-Recourse.

Each Party hereby acknowledges and agrees that it has no right of recovery against, and no personal liability shall attach to any Non-Recourse Party of any of the Parties that are not signatories to this Agreement, whether by or through attempted piercing of the corporate, partnership, limited partnership or limited liability company veil, by the enforcement of any assessment, by any legal or equitable Action, or by virtue of any Law or otherwise, except for each Party's rights to recover from (a) any of the other Parties under and to the extent provided for in this Agreement and (b) any parties to any of the Ancillary Agreements under and to the extent provided for in the Ancillary Agreements, subject to the limitations described herein and therein. Recourse against the Parties under this Agreement (subject to the limitations described herein) shall be the sole and exclusive remedy of the Parties hereunder in respect of any Losses, liabilities or obligations arising under, or in connection with, this Agreement or any document, certificate or instrument delivered under this Agreement (excluding, for the avoidance of doubt, all rights that the parties to the Ancillary Agreements may have thereunder), or the transactions contemplated hereby (excluding, for the avoidance of doubt, the transactions contemplated under the Ancillary Agreements which shall be governed under the terms thereunder). Each of the Parties hereby covenants and agrees, on behalf of itself and their Affiliates and Representatives, that it and they shall not institute, and it and they shall cause their respective Affiliates not to institute, any Action or bring any other claim against any Non-Recourse Party arising under, or in connection with, this Agreement or any document, certificate or instrument delivered under this Agreement (excluding, for the avoidance of doubt, rights that such Persons may have under the Ancillary Agreements) or the transactions contemplated hereby (excluding, for the avoidance of doubt, the transactions contemplated under the Ancillary Agreements which shall be governed in accordance with the terms thereunder), except for claims against the Parties under this Agreement subject to the limitations described herein. Notwithstanding anything to the contrary hereunder, nothing in this Agreement is intended to limit the rights any of the parties to the Ancillary Agreements may have thereunder.

ARTICLE XII

MISCELLANEOUS.

SECTION 12.1. Notices.

(a) All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand, (ii) on the second Business Day if sent by internationally recognized overnight courier or other similar delivery method, or (iii) on the date sent when sent by electronic mail transmission (with written confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, in each case, to the following physical and electronic mail addresses (or to such other physical and electronic mail address as a Party may have specified by notice pursuant to this provision):

if to Purchaser:

Betterware de Mexico, S.A.P.I de C.V.
Cruce Carretera Guadalajara Ameca Huaxtla, Kilómetro 5,
Colonia El Arenal, El Arenal Jalisco, C.P. 45350.
Attention:Luis Campos
Email: camposlg@better.com.mx

With a copy (without constituting notice) to:

Greenberg Traurig, P.A.
333 S.E. 2nd Avenue, Suite 4400
Miami, Florida 33131
Attention:Antonio Peña
Email: Antonio@gtlaw.com

if to the Seller or the Companies (prior to Closing):

Tupperware Services México
Paseo de los Laureles 458, Piso 1, Oficina 101 Bis
Bosques de las Lomas, C.P. 05120
Ciudad de México, Mexico
Attention: Benjamin Robledo López
Miguel Angel Zúñiga Hernandez
Email: benjaminrobledo@tupperware.com;
miguelzuniga@tupperware.com

With copy (without constituting notice) to:

Dechert LLP
Three Bryant Park
1095 Avenue of the Americas
New York, New York 10036
Attention: Allan Brilliant;
David Cosgrove
E-Mail: allan.brilliant@dechert.com;
david.cosgrove@dechert.com

or to such other address for any Party as such Party shall hereafter designate by like notice. Rejection or other refusal to accept such notice, request or other communication, or the inability to deliver such notice, request or other communication because of changed address for which no notice was given, shall be deemed to be receipt of such notice, request or other communication as of the date of such rejection, refusal or inability to deliver

SECTION 12.2. Governing Law; Submission to Jurisdiction and Exclusive Venue.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof that would require or permit the application of the laws of another jurisdiction.

(b) Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon or arising out of this Agreement or the negotiation, execution, or performance of this Agreement or the transactions contemplated by this Agreement and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only exclusively in (x) the Chancery Court of the State of Delaware located in the State of Delaware, (y) if no such state court has proper jurisdiction, the Federal District Court for the District of Delaware located in Wilmington, Delaware or (z) if such federal court does not have jurisdiction, any state or federal court sitting in New Castle County, Delaware (together with the appellate courts thereof, the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Except as set forth in Section 12.2(c), each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 12.1. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(c) Notwithstanding anything herein to the contrary, (i) nothing in this Section 12.2 shall prohibit any Party from seeking or obtaining orders for conservatory or interim relief from any court of competent jurisdiction and (ii) each Party hereto agrees that any judgment issued by a Chosen Court may be recognized, recorded, registered or enforced in any jurisdiction in the world and waives any and all objections or defenses to the recognition, recording, registration or enforcement of such judgment in any such jurisdiction.

SECTION 12.3. Waiver of Jury Trial.

EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY REPRESENTS THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.3, (III) UNDERSTANDS AND CONSIDERS THE IMPLICATIONS OF THIS WAIVER AND (IV) MAKES THIS WAIVER VOLUNTARILY.

SECTION 12.4. Remedies.

(a) Except as otherwise provided in this Agreement, any and all remedies herein expressly conferred upon any Party will be deemed cumulative with and not exclusive of any other remedy expressly conferred hereby, and the exercise by any Party of any one such remedy will not preclude the exercise of any other such remedy.

(b) The Parties hereby expressly recognize and acknowledge that immediate, extensive and irreparable damage would result, no adequate remedy at law would exist and damages would be difficult to determine if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Each Party further acknowledges that a breach or violation of this Agreement cannot be sufficiently remedied by money damages alone and, accordingly, each Party shall be entitled, without the need to post a bond or other security, in addition to damages and any other remedies provided at law or in equity, to specific performance, injunctive and other equitable relief to enforce or prevent any violation. Each Party agrees not to oppose the granting of such equitable relief, and to waive, and to cause its representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

SECTION 12.5. Binding Effect.

Subject to Section 12.12, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

SECTION 12.6. Entire Agreement and Amendment.

This Agreement and the Ancillary Agreements, along with the Schedules and Exhibits hereto and thereto, constitute the entire agreement among the Parties hereto relating to the subject matter hereof, and supersede all prior agreements (written or oral), representations and understandings of the Parties, including, but not limited to any letter of intent, term sheet, non-disclosure agreement or related correspondence. No amendment, variation or modification of this Agreement or of any of the terms and provisions hereof shall be deemed valid unless in writing signed by Purchaser and the Sellers' Representative. Notwithstanding the foregoing, none of this Section 12.6, Section 12.7 or Section 12.18 (or any of the defined terms used therein or any other provision of this Agreement to the extent a modification, waiver or termination of such defined term or provision would modify the substance of the foregoing sections) may be amended in any manner materially adverse to the Debt Financing Parties without the written consent of the Debt Financing Parties that are a party to the Debt Commitment Letter and, on and after the Credit Agreement Signing Date, the Credit Agreement.

SECTION 12.7. Exculpation of Debt Financing Parties.

Notwithstanding anything to the contrary contained herein, the Sellers and the Companies (on behalf of each such Party and their respective Affiliates, equityholders, members and Representatives) hereby agree, and shall cause the Companies to agree: (a) to waive any rights or claims against any Debt Financing Parties in connection with this Agreement, the Debt Financing or in respect of any other document (including the Debt Commitment Letter, any Credit Documentation and any other joinder agreements, indentures or credit agreements) entered into pursuant to the Debt Financing or relating thereto or in respect of any oral or written representations made or alleged to be made in connection herewith or therewith and (b) not to commence any such Action or proceeding against any Debt Financing Party in connection with any of the foregoing.

SECTION 12.8. Waivers.

No failure by any Party hereto to insist on the performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument signed by the Party that is entitled to the benefits of such waived terms or provisions. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

SECTION 12.9. Headings.

Headings of Clauses, Articles, Representations, Sections and items are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

SECTION 12.10. Severability.

If any provision set forth in this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, the other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement and the Ancillary Agreements is not affected in any manner that is materially adverse to any Party to this Agreement. Upon such determination that any provision is invalid, illegal or incapable of being enforced by any law or public policy, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties to this Agreement as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement and the Ancillary Agreements are consummated as originally contemplated by the Parties to this Agreement to the greatest extent possible.

SECTION 12.11. Fees and Costs.

Except as otherwise expressly provided herein, each of the Parties will pay its own fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees, costs and expenses of its financial advisors, accountants and counsel. For the avoidance of doubt, all Transaction Expenses shall be borne and payable by the Sellers (either directly or pursuant to the determination of the Final Cash Consideration). This Section 12.11 shall survive the Closing.

SECTION 12.12. Assignment.

This Agreement and the rights and obligations hereunder shall not be assignable or transferable by any Party hereto without the prior written consent of the Sellers' Representative and Purchaser; provided, however, that Purchaser may freely transfer its rights or obligations hereunder without written consent from any other Party so long as such transfer is made to an Affiliate of Purchaser; provided, further, that Purchaser shall remain jointly and severally liable with such Affiliate for any obligations of Purchaser or such Affiliate under this Agreement. Any attempted assignment in violation of this Section 12.12 shall be null and void.

SECTION 12.13. Counterparts.

This Agreement may be executed in several counterparts (including by facsimile, “.pdf,” “DocuSign” or other electronic transmission), each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all the Parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

SECTION 12.14. Interpretation.

In this Agreement and in the Disclosure Schedules:

(a) Unless the context otherwise requires, when a reference is made in this Agreement to (i) Articles, Sections, Schedules or Exhibits, such reference shall be to an Article of, Section of, Schedule to or Exhibit to this Agreement; (ii) “paragraphs” or “clauses” shall be deemed references to separate paragraphs or clauses of the section or subsection in which the reference occurs; (iii) any Contract (including this Agreement) or Law shall be deemed references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions thereof); (iv) any reference to a Person shall also be deemed references to such Person's successors and permitted assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement, and in the case of any Governmental Authority, any Persons succeeding to its functions and capacities, and any reference to a Person in a particular capacity excludes such Person in any other capacity or individually; and (v) any Law shall be deemed references to all rules and regulations promulgated thereunder. Notwithstanding the foregoing, for purposes of any representations and warranties contained in this Agreement that are made as of a specific date or dates, references to any Law shall be deemed to refer to such Law, as amended as of such date or dates.

(b) Any capitalized term used in any Exhibit, Schedule or Section of the Disclosure Schedules but not otherwise defined therein will have the meaning given to such term in this Agreement.

(c) The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) Unless the context otherwise requires, the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(e) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context clearly requires otherwise, words using the singular or plural number also include the plural or singular number, respectively and terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The word “or” shall not be exclusive, unless used in conjunction with “either” or the like. Each reference to “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if.”

(f) Any reference to “days” means calendar days unless Business Days are expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded but the relevant last day of such period shall be included and such period shall end at the end of such day or date. The phrases “the date of this Agreement,” “the date hereof” and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

(g) References to “Dollars” or “\$” mean United States Dollars, unless otherwise clearly indicated to the contrary. Any and all payments made pursuant to this Agreement shall be made in United States Dollars.

(h) Each Party acknowledges that it has been represented by independent counsel of its choice throughout all negotiations that have preceded the execution of this Agreement and the Ancillary Agreements, such Party and its independent counsel have reviewed this Agreement and the Ancillary Agreements, and that it has executed the same with consent and upon the advice of said counsel. Each Party and its counsel cooperated in the drafting and preparation of this Agreement, the Ancillary Agreements and other documents referred to herein, and any and all drafts relating thereto, shall be deemed the work product of the Parties and may not be construed against any Party by reason of its preparation. Accordingly, any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intentions of the Parties and this Agreement.

SECTION 12.15. Accounting Terms.

Unless otherwise expressly defined or specified in this Agreement, all accounting terms shall have the meaning given to such terms under the Accounting Principles.

SECTION 12.16. Sellers’ Counsel.

The Parties acknowledge that (a) Dechert LLP (“Seller Counsel”), before the Closing, acted as legal counsel to the Sellers and their Affiliates (including the Companies), including in connection with the negotiation, preparation, execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereunder and thereunder, and the sale process leading up to the execution of this Agreement, (b) Seller Counsel has not acted as legal counsel for any other Person in connection with the transactions contemplated in this Agreement and the Ancillary Agreements, and (c) Seller Counsel may continue to represent the Sellers and their Affiliates (which will no longer include the Companies) after the Closing in connection with any post-Closing matters and disputes adverse to Purchaser and any of its Affiliates (including the Companies). There may come a time, including after consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, when the interests of the Sellers and their Affiliates, on the one hand, and the Companies, on the other hand, may no longer be aligned or when, for any reason, the Sellers and their Affiliates, Seller Counsel or the Companies believes that Seller Counsel cannot or should no longer represent both the Sellers and their Affiliates, on the one hand, and the Companies, on the other hand. The Parties understand and specifically agree that Seller Counsel may withdraw from representing the Companies and continue to represent the Sellers and their Affiliates, even if the interests of the Sellers and their Affiliates, and the interests of the Companies are or may be adverse, including in connection with any dispute arising out of or relating to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby, and even though Seller Counsel may have represented the Companies in a matter substantially related to such dispute or may be handling ongoing matters for any Affiliates of the Companies, and Purchaser and the Companies hereby consent thereto and waive any conflict of interest arising therefrom. Each of the Parties further agrees that, as to all communications among Seller Counsel, the Company, and the Sellers and their Affiliates, the attorney-client privilege, the expectation of client confidence and all other rights to any evidentiary privilege that attach as a result of Seller Counsel representing the Companies shall survive the Closing and shall remain in effect; provided, that any such privilege, from and after the Closing, shall belong to the Sellers and their Affiliates and shall not pass to or be claimed by Purchaser, the Companies or any of their respective Affiliates. In furtherance of the foregoing, after the Closing, Purchaser and the Companies, at the Sellers’ cost and expense, agree to reasonably cooperate with the Sellers and their Affiliates to ensure that any privilege attaching as a result of Seller Counsel representing the Companies survives the Closing, remains in effect and is controlled by the Sellers and their Affiliates. As to any privileged attorney client communications between Seller Counsel and the Companies prior to the Closing Date (collectively, the “Privileged Communications”), Purchaser and the Companies, together with any of their respective Affiliates, successors or assigns, agree that no such Person may use or rely on any of the Privileged Communications in any action or claim against or involving any of the Parties hereto after the Closing. In addition, if the transactions contemplated by this Agreement are consummated, Purchaser, the Companies and their respective Affiliates and Representatives shall have no right of access to or control over any of Seller Counsel’s records related to the transactions contemplated by this Agreement or the Privileged Communications, which shall become the property of (and be controlled by) the Sellers and their Affiliates. Furthermore, in the event of a dispute between the Sellers and their Affiliates, on the one hand, and the Companies, on the other hand, arising out of or relating to any matter in which Seller Counsel acted for them both, none of the attorney-client privilege, the expectation of client confidence or any other rights to any evidentiary privilege will protect from disclosure to the Sellers and their Affiliates any information or documents developed or shared during the course of Seller Counsel’s joint representation of the Sellers and their Affiliates, on the one hand, and the Companies, on the other hand.

SECTION 12.17. Sellers' Representative.

(a) Each Seller hereby irrevocably appoints the Sellers' Representative as such Seller's true and lawful attorney-in-fact with full power of substitution to act on behalf of such Seller for all purposes under this Agreement, including the sole, exclusive and full power and authority to act on such Seller's behalf: (i) to consummate the transactions contemplated by this Agreement and the Ancillary Agreements; (ii) to negotiate disputes arising under, or relating to, this Agreement and the Ancillary Agreements; (iii) to receive and disburse to such Sellers any funds received on behalf of Sellers contemplated by this Agreement and the Ancillary Agreements; (iv) to withhold any amounts received on behalf of Sellers pursuant to this Agreement and the Ancillary Agreements or otherwise to satisfy any and all obligations or liabilities incurred by any of the Sellers or Sellers' Representative in the performance of their duties hereunder and thereunder; (v) to execute and deliver any amendment or waiver to this Agreement as well as notices in connection with this Agreement, including relating to indemnification matters and termination of this Agreement; and (iv) to take all other actions to be taken by or on behalf of Sellers in connection with this Agreement and the Ancillary Agreements. For the avoidance of doubt, (A) any notice or communication in connection with this Agreement and the Ancillary Agreements may be delivered to the Sellers' Representative, who shall have the power to notify and communicate with Purchaser and all other Parties of this Agreement and the Ancillary Agreements on behalf of the Sellers (without the need of any of the Sellers' prior approval in such notices and communications); and (B) under all circumstances, Sellers shall act solely through the Sellers' Representative and the Sellers' Representative's determination with respect to all matters shall be final and binding on each such Seller. Each Seller further agrees that such agency and proxy are coupled with an interest, are therefore irrevocable without the consent of the Sellers' Representative and shall survive bankruptcy, dissolution or liquidation of such Seller. Except in the event of Fraud, all decisions and actions by the Sellers' Representative shall be binding upon Sellers, and no Seller shall have the right to object, dissent, protest or otherwise contest the same. The Sellers' Representative shall have no duties or obligations hereunder, including any fiduciary duties, except those set forth herein, and such duties and obligations shall be determined solely by the express provisions of this Agreement.

(b) For the purposes of this Section 12.17, each Seller has delivered to the Sellers' Representative the relevant documentation effective as of the date of this Agreement that is necessary to grant to the Sellers' Representative all powers and authority as may be required under applicable Law for the Sellers' Representative to legally perform its obligations under this Section 12.17.

(c) In the event that the Sellers' Representative becomes unable or unwilling to continue in its capacity as Sellers' Representative, or if the Sellers' Representative resigns as Sellers' Representative, Sellers may, by the vote or written consent of a majority in interest of the Sellers (in accordance with such Sellers' Percentage Interest), appoint a new representative as the Sellers' Representative. Notice and a copy of the written consent appointing such new representative and bearing the signatures of Sellers, together with a copy of any power of attorney or other document that may be required under applicable Law, must be delivered to Purchaser and each Seller.

(d) Purchaser shall be entitled to rely upon any action or decision of, or instruction by, or any document or other paper delivered by, the Sellers' Representative on behalf of any of the Sellers (without any obligation to inquire into the authority of the Sellers' Representative or the genuineness or correctness of such document or other paper or any signature of the Sellers' Representative), and Purchaser shall not be liable to any Seller or its Affiliates for any action taken or omitted to be taken by Purchaser in such reliance or with respect to actions, decisions and determinations of the Sellers' Representative.

SECTION 12.18. Parties in Interest.

Except as otherwise set forth in this Agreement, nothing in this Agreement, express or implied, is intended to confer on any Person other than the Parties and their respective successors and assigns any rights or remedies under or by virtue of this Agreement; provided that (a) Section 12.6, Section 12.7 and Section 12.18 shall inure to the benefit of the Debt Financing Parties, it being understood that the Debt Financing Parties are intended to be third party beneficiaries thereof with full rights of enforcement; (b) Section 6.6 shall inure to the benefit of the Covered Persons, it being understood that the Covered Persons are intended to be third party beneficiaries thereof with full rights of enforcement; (c) Party Licensor shall be a third party beneficiary of this Agreement with full rights of enforcement, including as to any breach under this Agreement on the part of Purchaser to (i) complete the Closing, (ii) execute and deliver the License Agreement, and/or (iii) pay the One Time License Fee; and (d) Exhibit K shall inure to the benefit of the Persons referred to in Section 9 thereof as third party beneficiaries.

SECTION 12.19. Disclosure Schedules.

The disclosure of any matter, or reference to any Contract, in any Section of the Disclosure Schedules shall be deemed to be also a disclosure of such matter or Contract in any other Section of the Disclosure Schedules, whether or not an explicit cross-reference appears, if the applicability of such matter or Contract to the other Section of the Disclosure Schedules is reasonably apparent on its face, but shall not be deemed to constitute an admission by Purchaser, the Sellers, or the Companies or to otherwise imply that any such matter or Contract is material for the purposes of this Agreement and shall not affect the interpretation of such term for the purposes of this Agreement. In particular, (a) certain matters may be disclosed on the Disclosure Schedules that may not be required to be disclosed because of certain minimum thresholds or materiality standards set forth in this Agreement, (b) the disclosure of any such matter does not mean that it meets or surpasses any such minimum thresholds or materiality standards and (c) no disclosure in the Disclosure Schedules relating to any possible breach or violation of any Contract or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the listing of such matters in the Disclosure Schedules be deemed or interpreted to expand the scope of Purchaser's, the Companies' or the Sellers' representations and warranties contained in this Agreement. Each Section of the Disclosure Schedules is qualified in its entirety by reference to specific provisions of this Agreement and does not constitute, and shall not be construed as constituting, representations, warranties or covenants of Purchaser, the Sellers or the Companies or their respective Affiliates, except as and to the extent provided in this Agreement. Matters or Contracts reflected in a section of the Disclosure Schedules are not necessarily limited to matters or Contracts required by this Agreement to be disclosed in such section of the Disclosure Schedules. Regardless of the existence or absence of cross-references, the disclosure of any matter or Contract in any section of the Disclosure Schedules shall be deemed to be a disclosure for purposes of this Agreement under every other section of the Disclosure Schedules to the extent that the relevance of such disclosure is reasonably apparent on its face. The section headings in the Disclosure Schedules are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any information disclosed herein or any provision of this Agreement. All attachments to the Disclosure Schedules are incorporated by reference into the section of the Disclosure Schedule in which they are directly or indirectly referenced. The information contained in the Disclosure Schedules is in all events subject to Section 7.1 and the NDA.

[SIGNATURE PAGES FOLLOW]

PURCHASER

BETTERWARE DE MÉXICO, S.A.P.I. DE C.V.

By: _____
Name: Luis Campos
Title: Chairman of the Board

SELLER AND SELLERS' REPRESENTATIVE

TUPPERWARE SERVICES MÉXICO, S. DE R.L. DE C.V.

By: _____
Name: Benjamin Robledo López
Title: Legal Representative

SELLERS

PREMIERE BRANDS INTERNATIONAL COÖPERATIEF U.A.

By: _____
Name: Steve Ramos
Title: Managing Director A

By: _____
Name: Carol Ho
Title: Managing Director B

TUPPERWARE BRANDS AMERICAS B.V.

By: _____
Name: Steve Ramos
Title: Managing Director A

By: _____
Name: Carol Ho
Title: Managing Director B

LATIN AMERICA INVESTMENTS, INC.

By: _____
Name: Steve Ramos
Title: Vice President & Treasurer

COMPANIES

DART, S.A. DE C.V.

By: _____
Name: Miguel Ángel Zúñiga Hernández
Title: Legal Representative

DART DO BRASIL INDUSTRIA E COMERCIO LTDA.

By: _____
Name: Andres Uribe
Title: Authorized Signatory

**CAV SUL CENTRO DE APOIO DE VENDAS DE PRODUTOS
PESSOAIS E ARTIGOS PARA LAR LTDA.**

By: _____
Name: Luiz Barili
Title: Authorized Signatory

EXHIBIT A-1

DEFINED TERMS

The following terms shall have the respective meanings indicated below:

“Accounting Principles” means (a) with respect to Dart Mexico, Mexican Normas de Información Financiera, (b) with respect to each of Dart Brazil and Cav Sul, Brazilian GAAP, and (c) with respect to Betterware, IFRS.

“Accrued Taxes” means, with respect to any jurisdiction, an amount equal to the aggregate accrued and unpaid Tax Liabilities of the Companies for Pre-Closing Tax Periods (including the pre-Closing portion of any Straddle Period in accordance with Section 7.11) with respect to such jurisdiction for which as of the Closing Date an originally filed Tax Return has not yet become due and has not yet been filed, or for which a Tax return has been filed but all Tax Liabilities shown thereon have not yet been paid prior to the Closing Date. In the determination of Accrued Taxes, (a) the calculation shall be prepared in accordance with the past practices (including any reporting positions, elections, and accounting methods) of the Companies in preparing Tax Returns, unless otherwise required by applicable Law or Accounting Principles, (b) any deferred Tax Liabilities and deferred Tax assets shall be excluded, and (c) any prepaid or advanced amounts received on or prior to the Closing Date or deferred revenue accrued on or prior to the Closing Date in respect of any Pre-Closing Tax Period, in each case, that would not otherwise be included in taxable income for any Pre-Closing Tax Period shall be included in taxable income for a Pre-Closing Tax Period.

“Actions” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Adjustment Escrow Amount” means \$1,090,000.

“Adjustment Escrow Fund” means the Adjustment Escrow Amount plus any interest or other amounts earned thereon and minus any disbursements therefrom in accordance with the Escrow Agreement.

“Affiliate”, with respect to any specified Person, means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For the purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Ancillary Agreements” means the Escrow Agreement, the License Agreement, the Manufacturing Agreement, the Molds Purchase Agreement, the Registration Rights and Lock-up Agreement, the NDA Termination, the Transaction Support Agreement, and any other written agreement entered into by the Sellers and/or Sellers’ Representative and Purchaser in connection with this Agreement or the transactions contemplated hereunder.

“Anti-Corruption Laws” means anti-bribery and anti-corruption Laws applicable to the Companies and their respective operations from time to time, including without limitation, and to the extent applicable to the Sellers and the Companies: (a) the Foreign Corrupt Practices Act of 1977, (b) the Federal Criminal Code (*Código Penal Federal*), (c) the General Law of Administrative Responsibilities (*Ley General de Responsabilidades Administrativas*), (d) the United Kingdom Bribery Act, (e) anti-bribery legislation promulgated by the European Union and implemented by its member states, (f) Brazilian Federal Law No. 12,846, dated as of August 1, 2013, as amended, (g) Brazilian Federal Law No. 9,613, dated as of March 3, 1998, as amended, (h) sections 333 and 337-B of the Penal Code of Brazil (Brazilian Law-Decree No. 2,848, dated as of December 7, 1940, as amended), (i) any similar Law prohibiting corruption, bribery or money laundering in any jurisdiction in which any Seller or any of the Companies conduct their business and to which any Seller or any of the Companies may be subject, and, solely for purposes of Section 5.10(b), in which Purchaser or any of its subsidiaries conducts business or is otherwise subject to jurisdiction, and (j) applicable anti-bribery Law adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“Anti-Money Laundering Laws” means any law or regulation in a U.S. or relevant non-U.S. jurisdiction regarding money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, including (a) the Currency and Foreign Transactions Reporting Act of 1970 (otherwise known as the Bank Secrecy Act), (b) the USA PATRIOT Act, and (c) the Brazilian law on Money Laundering (Federal Law No. 12,683/2012, dated as of March 3, 1998, as amended), in each case as applicable to Purchaser, the Sellers and/or the Companies and their respective operations from time to time.

“Antitrust Filing Fees” means all the fees required to be paid to the Mexican Antitrust Authority pursuant to Mexican Antitrust Law (including in connection with any filing made in connection therewith) with respect to the filing to obtain the authorization for the transactions contemplated by this Agreement.

“Base Cash Consideration” means \$30,000,000.

“Benefit Plan” means any (a) all benefit, pension, retirement, group insurance, severance pay, deferred compensation, excess or supplemental benefit, vacation, stock, stock option, equity-based compensation, phantom stock, fringe benefit and incentive plans, Contracts, schemes, programs, funds, commitments, or arrangements of any kind, and (b) all other plans, Contracts, schemes, programs, funds, commitments, or arrangements providing money, services, property, or other benefits, whether written or oral, formal or informal, qualified or nonqualified, funded or unfunded, and including any that have been frozen or terminated, which pertain to any current or former Employee, director, officer or Independent Contractor (or any dependent or beneficiary thereof), or with respect to which any of the Companies may have any Liability.

“Betterware Confidential Information” means all information and documentation related to Betterware, its subsidiaries and their businesses, assets, employees, operations, prospects, strategies or agreements, and the documents and transactions contemplated thereby including all memoranda and forecasts, budgets and any documents or files shared with any of the Sellers, any of the Companies or any of their respective Representatives for purposes of the transactions contemplated under this Agreement and the Ancillary Agreements.

“Betterware Shares” means common shares of Betterware, each having no par value.

“Betterware Shareholder Approval” means the approval by the shareholders of Betterware of (a) the adoption and approval of this Agreement, the Ancillary Agreements, and the transactions contemplated hereby and thereby, including the issuance of the Stock Consideration, and (b) such other matters as Betterware shall hereafter determine to be necessary or appropriate to effect such transactions by the affirmative vote of at least the majority of the outstanding voting shares of Betterware’s capital stock represented at a general ordinary shareholders’ meeting at which a quorum of at least the majority of the outstanding shares of Betterware’s capital stock is present.

“Brazilian Antitrust Authority” means the Brazilian Administrative Council for Economic Defense (*Conselho Administrativo de Defesa Econômica*).

“Brazilian GAAP” means the accounting principles generally accepted in Brazil as per (a) the International Financial Reporting Standards - IFRS issued by the International Accounting Standards Board - IASB; (b) the Brazilian Corporations Law (Brazilian Federal Law No. 6,404, dated as of December 15, 1976, as amended); and (c) the accounting standards issued by the Brazilian Accounting Pronouncements Committee (*Comitê de Pronunciamentos Contábeis* - CPC), as approved by the Brazilian Federal Accounting Council (*Conselho Federal de Contabilidade* - CFC) and *Comissão de Valores Mobiliários* - CVM, the Brazilian Securities Commission.

“Business Day” means any day other than a Saturday, a Sunday or any day on which banks in New York, New York or Mexico City, Mexico, are authorized or required by applicable Law to be closed for business.

“Cash Consideration” means (a) the Base Cash Consideration plus (b) the amount, if any, by which Closing Cash is greater than the Required Minimum Cash, minus (c) the amount, if any, by which Closing Cash is less than the Required Minimum Cash, plus (d) the amount, if any, by which Net Working Capital is greater than the NWC Target, minus (e) the amount, if any, by which Net Working Capital is less than the NWC Target, minus (f) Closing Indebtedness, minus (g) Transaction Expenses.

“Closing Cash” means all unrestricted cash and cash equivalents (including all cash in bank accounts and cash on hand) of the Companies, determined in accordance with the Accounting Principles, *minus* cash on deposit with third parties (including deposits held by third parties such as landlords), *minus* cash posted for bonds or with respect to escrows, *minus* the amount of outstanding and uncleared checks and drafts of the Companies, in each case, as of the Closing Time. Cash or cash equivalents received through the Closing Time (including cash in transit, such as wires or checks received through the Closing Time in the Companies’ bank accounts or lockbox accounts) shall be included as Closing Cash. Such cash to be included in Closing Cash shall not include any cash, cash in transit or other items otherwise convertible into cash received by or channeled through accounts of a Company solely as a result of the transactions contemplated by this Agreement. For the avoidance of doubt, amounts included in the calculation of Net Working Capital shall not be included in the calculation of Closing Cash.

“Closing Indebtedness” means the Indebtedness of the Companies as of the Closing Time.

“Closing Time” means 12:01 a.m., New York time, on the Closing Date.

“Commercial Agent” means an individual or entity third party who (a) has a commercial or mercantile relationship with any of the Companies or any of their Affiliates in the Territory, in connection with the acquisition, sale, promotion or distribution of Companies Products, (b) obtains a financial benefit from the promotion or distribution of Companies Products, and (c) has entered into a commercial or mercantile Contract with any of the Companies or any of their Affiliates in the Territory in connection with the acquisition, sale or distribution of Companies Products.

“Companies Confidential Information” means all information and documentation related primarily to the Companies and their businesses, assets, employees, operations, prospects, strategies or agreements, and the documents and transactions contemplated thereby including all memoranda and forecasts, budgets and any documents or files shared with Purchaser or any of its Representatives for purposes of the transactions contemplated under this Agreement and the Ancillary Agreements.

“Companies Intellectual Property” means the Companies Owned Intellectual Property and the Companies Licensed Intellectual Property.

“Companies IP Agreements” means any Contract pursuant to which (a) any Company is granted a right to use any Intellectual Property owned by any third party or (b) any Company granted to any third party any license or other rights under any Companies Owned Intellectual Property, in each case other than Incidental Licenses.

“Companies Licensed Intellectual Property” means all Intellectual Property that is (a) licensed pursuant to the License Agreement, and (b) used in the conduct of the business of the Companies as currently conducted, other than the Companies Owned Intellectual Property.

“Companies Owned Intellectual Property” means all Intellectual Property that is owned or purported to be owned by the Companies.

“Confidential Information” means, as applicable, the Transaction Confidential Information, the Betterware Confidential Information, the Seller Confidential Information and the Companies Confidential Information.

“Contracts” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“Corporate Records” means the original corporate books and records of each of the Companies, and any other corporate books and records required to be maintained by the Companies under applicable Law, duly signed by such Persons to the extent required under applicable Law, including, the shareholders’ meeting minutes book (*libro de actas de asamblea or livro de atas de assembleias*), stock registry book (*libro de registro de acciones or livro de registro de ações nominativas*), stock transfer book (*livro de registro de transferência de ações nominativas*), capital variations registry (*registro de variaciones de capital*) and the board of directors’ meeting minutes book (*libro de actas de sesiones del consejo de administración or livro de atas da administração*).

“Credit Agreement Signing Date” has the meaning assigned to the defined term “Signing Date” under the Debt Commitment Letter as in effect on the date hereof.

“Data Privacy and Security Requirements” means (a) all Privacy and Security Laws, (b) any Companies’ own respective internal and external past and present rules, policies, and procedures, (c) the Payment Card Industry Data Security Standard, and (d) Contracts or other binding representations, obligations, or commitments (including security controls) governing the Processing of Personal Information to which any of the Companies is bound or has made or agreed to comply with.

“Data Room” means the Datasite virtual data room labeled “TB Diligence”.

“Debt Commitment Letter Termination Date” has the meaning assigned to the defined term “Termination Date” under the Debt Commitment Letter as in effect on the date hereof.

“Debt Financing Parties” means (a) any agent, arranger, lender, underwriter, initial purchaser, placement agent or other Person, in each case, that has committed to provide, arrange, underwrite or replace, or has entered into definitive agreements (including the Credit Documentation) related to, the Debt Financing or any Alternative Financing provided to Purchaser or its Affiliates for purposes of funding the transactions contemplated under this Agreement and the Ancillary Agreements, and (b) any of such Person’s Affiliates, or its or their respective officers, directors, managers, employees, representatives, partners, trustees, shareholders, controlling persons, agents, successors and assigns.

“Encumbrances” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, license, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Enforceability Exceptions” means the limitations on the enforcement of a particular agreement or instrument resulting from bankruptcy, insolvency, reorganization, moratorium, rehabilitation, liquidation, fraudulent conveyance, preferential transfer or other similar Laws now or hereafter in effect relating to or affecting the rights and remedies of creditors and general principles of equity (whether considered in a proceeding at law) affecting the availability of specific performance and other equitable remedies.

“Environmental Laws” means all Laws relating to the regulation or protection of the environment, including, without limitation, *Ley General del Equilibrio Ecológico y la Protección al Ambiente*, *Ley de Aguas Nacionales*, *Ley General para la Prevención y Gestión Integral de los Residuos*, *Ley Federal de Responsabilidad Ambiental*, and Official Mexican Standard NOM-052-SEMARNAT-2005.

“Escrow Agent” means JP Morgan Chase Bank, N.A.

“Escrow Agreement” means the Escrow Agreement to be entered into by Purchaser, the Sellers’ Representative and the Escrow Agent at the Closing, substantially in the form of Exhibit D.

“Fraud” means, with respect to any Party to this Agreement, (a) a knowing and intentional misrepresentation of a material fact made in any of the representations and warranties set forth in Article III (in the case of the Sellers and the Companies), Article IV (in the case of the Sellers) and Article V (in the case of Purchaser); provided, that such knowing and intentional misrepresentation of a material fact shall only be deemed to exist with respect to a Party hereunder (and not with respect to any other Person that is not a Party and/or that is acting on its behalf (including any Affiliates or Representatives)), (b) with the intent that another Party relies on such fact, and (c) and coupled with such other Party’s detrimental reliance on such fact under circumstances that constitute common law fraud under the Laws of the State of Delaware. In no event shall “Fraud” include constructive fraud or claims based on constructive knowledge, negligent misrepresentation, or other claims or theories of fraud that do not require actual knowledge.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, arbitration panel, court or tribunal.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination, assessment or award entered by or with any Governmental Authority.

“IFRS” means the International Financial Reporting Standards, as issued by the International Accounting Standards Board, consistently applied.

“Incidental License” means any Contract where the only rights or licenses to Intellectual Property consist of: (a) permitted use of confidential information in a written non-disclosure agreement entered into by any Company in the ordinary course of business; (b) non-exclusive license or assignment to a Company, covenant not to sue, or waiver of rights granted by any current or former employees of any Company to any Company pursuant to standard Contracts for the engagement of employees entered in the ordinary course of business; (c) non-exclusive click-wrap, shrink-wrap or off-the-shelf Software license, or any other non-exclusive Software license, in each case, that is generally commercially available (including software as a service) on standard, non-discriminatory terms and conditions granted to a Company for Software used by any Company in the ordinary course of business; (d) open source license to a Company for Software used by any Company in the ordinary course of business; and (e) non-exclusive license contained in a Contract that was entered into in the ordinary course of business between any Company and a customer or service provider engaged to provide services to such Company and is merely incidental to the transaction contemplated by the Contract containing such license, where the primary purpose of such Contract is something other than such license.

“Indebtedness” means without duplication, all (a) indebtedness for borrowed money, (b) obligations for the deferred purchase price of property or services (other than if included in the calculation of Net Working Capital), (c) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments, (d) obligations of the Companies under any interest rate, currency swap or other hedging agreement or arrangement, (e) reimbursement obligations under any letter of credit, banker’s acceptance or similar credit transactions, (f) Accrued Taxes, (g) guarantees made by any Company on behalf of any third party in respect of obligations of the kind referred to in the foregoing subclauses (a) through (f), and (h) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing subclauses (a) through (g). Notwithstanding the foregoing, “Indebtedness” shall not include any undrawn letters of credit or contingent liabilities under surety or similar bonds.

“Independent Contractor” means any third-party, non-employee Person who (a) provides services to one or more Companies or their Affiliates in the Territory and (b) directly receives compensation from any Company or any of their Affiliates in the Territory for the performance of such services, but excluding, for the avoidance of doubt, the Commercial Agents.

“Intellectual Property” means all intellectual property and other proprietary rights, which may exist or be created under the laws of any jurisdiction worldwide, whether registered or unregistered, including all rights pertaining to or deriving from: (a) patents, patent applications and patent disclosures (collectively, “Patents”), (b) inventions, invention disclosures, discoveries and improvements, whether or not patentable, (c) trademarks, trade names, service marks, certification marks, service names, brands, trade dress, corporate names, logos, social media accounts and handles, and Internet domain names, together with all goodwill associated with each of the foregoing and all common law rights with respect thereto (collectively, “Trademarks”), (d) rights associated with works of authorship, whether or not copyrightable, including copyrights, design rights, and moral rights (collectively, “Copyrights”), (e) Trade Secrets, (f) Software, (g) rights in information, data, databases and data collections, (h) all rights of publicity, including rights to use of the names, likenesses, voices, signatures, and biographical information of real individuals, and (i) rights in or relating to registrations, renewals, extensions, combinations, reexaminations, continuations, continuations-in-part, divisions, and reissues of, and applications for, any of the rights referred to in clauses “(a)” through “(h)” above.

“Key Employee” means Paola Kiwi, Luciano Andres Azum, Marcelo Rodrigues, Benjamin Robledo, Jorge Cortes, Miguel Zuñiga, and Andres Uribe.

“Knowledge of Purchaser” or any other similar knowledge qualification, means the actual knowledge, after reasonable inquiry, of the natural Persons listed on Exhibit E hereto. For the avoidance of doubt, none of the foregoing individuals listed on Exhibit E shall have any personal liability or obligations regarding such knowledge.

“Knowledge of the Companies” or any other similar knowledge qualification, means the actual knowledge, after reasonable inquiry, of the natural Persons listed on Exhibit F hereto. For the avoidance of doubt, none of the foregoing individuals listed on Exhibit F shall have any personal liability or obligations regarding such knowledge.

“Labor Laws” means all applicable Laws governing or concerning labor relations, unions and collective bargaining, terms and conditions of employment, employment discrimination, harassment, wages, hours or occupational safety and health, including the Federal Labor Law of Mexico (*Ley Federal del Trabajo*), the Social Security Act of Mexico (*Ley del Seguro Social*), the Retirement Savings Systems Law (*Ley de los Sistemas de Ahorro para el Retiro*) and the National Housing Fund Law (*Ley del Instituto del Fondo Nacional de la Vivienda para los Trabajadores*), and the Brazilian Consolidation of the Labor Laws (*Consolidação das Leis do Trabalho*, Decree-Law No. 5,452, dated as of May 1, 1943).

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“Liabilities” means any liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

“License Agreement” means the License Agreement by and between Party Licensor and Betterware or one of its Affiliates, to be entered into as part of the Closing with respect to certain Companies Licensed Intellectual Property in the form attached as Exhibit G hereto.

“Losses” means losses, damages, Liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, Taxes, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that “Losses” shall not include punitive or exemplary damages, except to the extent actually awarded to a Governmental Authority or other third party.

“Manufacturing Agreement” means the Master Production Agreement by and between Party Operations and Betterware, to be entered into as part of the Closing and pursuant to which Betterware or its Affiliates will produce and sell to Party Operations certain products identified thereunder in the form attached as Exhibit L hereto.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, operations, results of operations or condition (financial or otherwise) of the Companies, taken as a whole, or on the ability of any of the Sellers, the Companies or their respective Affiliates to perform their respective obligations hereunder or under the Ancillary Agreements, or to consummate the transactions contemplated hereunder or thereunder; provided, that none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been, will be, would or could be, or could or would reasonably be expected to have or result in, a Material Adverse Effect: (a) any adverse change, effect, event, occurrence, state of facts or development attributable to conditions affecting (i) general national, regional, local, international or global economic or political conditions, (ii) conditions generally affecting the industries in which the Companies operate (including industries from which the Companies obtain or purchase supplies or raw materials for use in the Companies Products), (iii) any changes in financial or securities markets in general, or (iv) currency or interest rate fluctuations, (b) any adverse change, effect, event, occurrence, state of facts or development arising in connection with natural disasters or acts of nature, hostilities, pandemics or other health emergencies, acts of war (whether or not declared), sabotage, armed hostilities or terrorism, or the escalation or worsening thereof (which for the avoidance of doubt shall include any incident of school shootings or mass shootings in the United States of America or any other country or any similar attacks) or military actions existing or underway as of the date hereof, (c) any adverse change, effect, event, occurrence, state of facts or development resulting from or relating to compliance with the terms of, or the taking of any action required or permitted by, this Agreement, any Exhibit hereto, or any of the Ancillary Agreements, or taken with Purchaser’s prior written consent, (d) any adverse change, effect, event, occurrence, state of facts or development arising from, or relating to actions required to be taken under, any actual or proposed tariffs, quotas, Taxes or Laws or the interpretation or enforcement thereof, (e) any adverse change, effect, event, occurrence, state of facts or development arising from or relating to any of the matters set forth in the Disclosure Schedules, (f) any adverse change, effect, event, occurrence, state of facts or development arising from or relating to any change in the Accounting Principles or other accounting requirements or principles applicable to the Companies, (g) any failure (in and of itself) by the Companies to achieve any earnings projections, financial projection or other forecast, (h) any adverse change, effect, event, occurrence, state of facts or development to the extent attributable to the public announcement, pendency or completion of the transactions contemplated by this Agreement (including the Exhibits hereto) or any of the Ancillary Agreements (including by reason of the identity of Purchaser or any of its Affiliates or any communication by Purchaser or any of its Affiliates regarding its plans or intentions with respect to the business of the Companies, and including the impact thereof on relationships with customers, suppliers, distributors, partners, landlords, employees or others having relationships with the Companies or any of their Affiliates), (i) any adverse change, effect, event, occurrence, state of facts or development arising from, relating to or that becomes know as a result of any tax audit or review of the Companies or any of their Affiliates, (j) any adverse change, effect, event, occurrence, state of facts or development any adverse change, effect, event, occurrence, state of facts or development in the credit rating or any other measure of financial strength of the Companies, (k) any earthquakes, natural disasters, or weather-related, or other force majeure event, (l) any adverse change in or effect on the Companies that is caused by any delay in consummating the Closing as a result of any violation or breach by Purchaser of any representation, warranty, covenant or agreement contained in this Agreement, (m) any adverse change in or effect on the Companies that is cured prior to the Closing, (n) any existing event or occurrence or circumstance of which Purchaser or its Representatives has Knowledge as of the date hereof, or (o) changes or effects that are the result of any action taken by Purchaser or any of its Affiliates with respect to the transactions contemplated hereby, or the financing thereof; provided, further, however, that any change, effect, event, occurrence, state of facts or development referred to in (a), (b) and (k) of this definition shall be taken into account in determining whether there has been, will be, would or could be, or could or would reasonably be expected to have or result in, a Material Adverse Effect to the extent that such change, effect, event, occurrence, state of facts or development has a disproportionate effect on the Companies compared to other participants in the industries in which the Companies conduct their businesses. References in this Agreement to Dollar amount thresholds shall not be deemed to be evidence of a Material Adverse Effect or materiality.

“Mexican Antitrust Authority” means the Mexican Federal Economic Competition Commission (*Comisión Federal de Competencia Económica*), or any or any Governmental Authority which substitutes it or assumes its functions).

“Mexican Antitrust Law” means the Mexican Federal Economic Competition Law (*Ley Federal de Competencia Económica*).

“Mexican Normas de Información Financiera” means the *Normas de Información Financiera* (formerly, the Mexican generally accepted accounting principles) issued, from time to time, by the Mexican Financial Reporting Standard Board (*Consejo Mexicano de Normas de Información Financiera A.C.*), consistently applied.

“Molds” means all of the molds and other assets identified in Exhibit A and Exhibit B to the Molds Purchase Agreement.

“Molds Purchase Agreement” means the agreement by and between Party Licensor and Dart Mexico, to be entered into on or prior to the Closing and pursuant to which Party Licensor will sell, assign and transfer to Dart Mexico, free and clear of all Encumbrances (other than Permitted Encumbrances), molds and other assets identified thereunder that are required to produce certain products sold by the Companies and their Affiliates in the Territory, in exchange for a \$10,000,000 cash payment at Closing (or an arrangement to setoff an equivalent amount of intercompany payables to Dart Mexico in advance of Closing as contemplated by Schedule 6.1) payable by Purchaser to Party Licensor, on behalf of Dart Mexico in the form attached as Exhibit M hereto.

“NDA” means that certain Nondisclosure Agreement dated March 3, 2025, by and between Purchaser and Party Holdings.

“NDA Termination” means the termination agreement by and between Purchaser and Party Holdings, to be entered into as part of the Closing and pursuant to which the parties thereunder will terminate the NDA in the form attached as Exhibit N hereto.

“Non-Recourse Party” means, with respect to any Party to this Agreement and excluding every other Party to this Agreement, any of such Party’s former, current and future direct or indirect equityholders, controlling Persons, directors, officers, employees, agents, incorporators, representatives, attorneys, Affiliates, members, managers, general or limited partners, successors or assignees (or any former, current or future direct or indirect equityholder, controlling Person, director, officer, employee, agent, incorporator, representative, attorney, Affiliate, member, manager, general or limited partner, successor or assignee of any of the foregoing).

“NWC Target” means \$21,800,000.

“Offset Agreement” means that certain agreement by and between Sellers’ Representative, the Sellers and Purchaser, entered into as part of the Closing and in the form attached as Exhibit H hereto.

“Organizational Documents” means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs, including, as applicable, its articles of incorporation (*acta constitutiva*), by-laws (*estatutos sociales*), articles of association (*statuts or statuten; control social*) or similar corporate or organizational documents, as amended, supplemented or restated from time to time.

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from any Governmental Authority.

“Permitted Encumbrances” means (a) liens that secure obligations reflected as liabilities in any Financial Statements (or the existence of which is referred to in the notes accompanying any Financial Statements) and any other liens reflected or reserved against or otherwise disclosed in the balance sheet that is a part of the Interim Financial Statements, (b) liens for Taxes and other assessments or charges made by any Governmental Authority that are not yet due and payable, but not delinquent and for which proper reserves are maintained, (c) mechanics, carriers’, workmen’s, repairmen’s or other like liens arising or incurred in the ordinary course of business consistent with past practice, (d) with respect to real property, (i) easements, rights-of-way, rights of re-entry or other similar restrictions which are not, individually or in the aggregate, material to the business of any of the Companies, and (ii) zoning, building, subdivision or other similar ordinances or restrictions, (e) liens in favor of Purchaser or any of its Affiliates that are created by this Agreement or any of the Ancillary Agreements, or created in favor of Purchaser or any of its Affiliates in connection with the transactions contemplated hereby or thereby; (f) non-exclusive licenses or sublicenses of Intellectual Property granted to manufacturers, vendors or other services providers granted solely for the purpose of allowing such third party to provide services for the Companies and (g) non-exclusive licenses contained in a Contract that was entered into in the ordinary course of business between any Company and a customer.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Personal Information” means information in any form that is capable, directly or indirectly, of being associated with, related to or linked to, or used to identify a natural Person, device or household including name, address, telephone number, email address, billing information, financial account number, driver’s license number, other government-issued identifier, vehicle identification number, online identifier, device identifier, IP address, account user names and passwords, cookie information, browsing history, search history or other website, application or online activity or usage data, location data, payment card information, biometric data, health or medical information and any other information that is considered “personally identifiable information,” “personal information,” “personal data,” “protected health information,” or any similar term by any Laws applicable to the Companies.

“Post-Closing Covenants” shall mean the covenants and agreements contained in this Agreement, to the extent such covenants and agreements require, by their terms, performance at or after Closing.

“Pre-Closing Tax Period” shall mean all taxable periods (or portions thereof) ending on or before the Closing Date, and, with respect to a Straddle Period, the portion of such Tax period ending on and including the Closing Date.

“Privacy and Security Laws” means any applicable Laws relating to the privacy, security, Processing of Personal Information, data security breach notification, website and mobile application privacy policies and practices, the Processing and security of payment card information, advertising or marketing, and email, text message, or telephone communications, including: Brazil’s General Personal Data Protection Law, and Mexico’s Federal Law on the Protection of Personal Data Held by Private Parties.

“Process,” “Processed” or “Processing” means any operation or set of operations which is performed on information, including Personal Information, such as the use, collection, creation, receipt, access, processing, analysis, monitoring, storage, recording, organization, adaption, alteration, transfer, sharing, sale, retrieval, consultation, disclosure, dissemination, destruction, combination, aggregation, enhancement or disposal of such Personal Information, or is considered “processing” (or the analogous concept) by any applicable Laws.

“Purchaser Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, operations, results of operations or condition (financial or otherwise) of Purchaser and its subsidiaries, taken as a whole, or on the ability of Purchaser or its Affiliates to perform their respective obligations hereunder or under the Ancillary Agreements, or to consummate the transactions contemplated hereunder or thereunder; provided, that none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been, will be, would or could be, or could or would reasonably be expected to have or result in, a Purchaser Material Adverse Effect: (a) any adverse change, effect, event, occurrence, state of facts or development attributable to conditions affecting (i) general national, regional, local, international or global economic or political conditions, (ii) conditions generally affecting the industries in which Purchaser and its subsidiaries operate (including industries from which Purchaser and its subsidiaries obtain or purchase supplies or raw materials for use in their products), (iii) any changes in financial or securities markets in general or (iv) currency or interest rate fluctuations, (b) any adverse change, effect, event, occurrence, state of facts or development arising in connection with natural disasters or acts of nature, hostilities, pandemics or other health emergencies, acts of war (whether or not declared), sabotage, armed hostilities or terrorism, or the escalation or worsening thereof (which for the avoidance of doubt shall include any incident of school shootings or mass shootings in the United States of America or any other country or any similar attacks) or military actions existing or underway as of the date hereof, (c) any adverse change, effect, event, occurrence, state of facts or development resulting from or relating to compliance with the terms of, or the taking of any action required or permitted by, this Agreement, any Exhibit hereto, or any of the Ancillary Agreements, or taken with the Sellers’ Representative’s prior written consent, (d) any adverse change, effect, event, occurrence, state of facts or development arising from, or relating to actions required to be taken under, any actual or proposed tariffs, quotas, Taxes or Laws or the interpretation or enforcement thereof, (e) any adverse change, effect, event, occurrence, state of facts or development arising from or relating to any change in the Accounting Principles or other accounting requirements or principles applicable to Purchaser and its subsidiaries or any change in Laws applicable to Purchaser and its subsidiaries, (f) any failure (in and of itself) by Purchaser and its subsidiaries to achieve any earnings projections, financial projection or other forecast, (g) any adverse change, effect, event, occurrence, state of facts or development to the extent attributable to the public announcement, pendency or completion of the transactions contemplated by this Agreement (including the Exhibits hereto) or any of the Ancillary Agreements, (h) any adverse change, effect, event, occurrence, state of facts or development in the credit rating or any other measure of financial strength of Purchaser and its subsidiaries, (i) any earthquakes, natural disasters, or weather-related or other force majeure event, (j) any adverse change in or effect on Purchaser that is caused by any delay in consummating the Closing as a result of any violation or breach by the Sellers or the Companies of any representation, warranty, covenant or agreement contained in this Agreement, (k) any adverse change in or effect on Purchaser and its subsidiaries that is cured prior to the Closing, (l) any existing event or occurrence or circumstance of which any of the Sellers or their Representatives have Knowledge as of the date hereof, or (m) changes or effects that are the result of any action taken by the Companies or the Sellers or any of their Affiliates with respect to the transactions contemplated hereby, or the financing thereof; provided, further, however, that any change, effect, event, occurrence, state of facts or development referred to in (a), (b) and (i) of this definition shall be taken into account in determining whether there has been, will be, would or could be, or could or would reasonably be expected to have or result in, a Purchaser Material Adverse Effect to the extent that such change, effect, event, occurrence, state of facts or development has a disproportionate effect on Purchaser and its subsidiaries compared to other participants in the industries in which Purchaser and its subsidiaries conduct their businesses. References in this Agreement to Dollar amount thresholds shall not be deemed to be evidence of a Purchaser Material Adverse Effect or materiality.

“Real Property” means the real property owned, leased or subleased by the Companies, together with all buildings, structures and facilities located thereon.

“Registration Rights and Lock-up Agreement” means the Registration Rights and Lock-up Agreement by and among Betterware, TSM, Coöperatief, Brands Americas BV and Investments, entered into as part of the Closing with respect to the purchase of Shares in the form attached as Exhibit I hereto.

“Releases of Hazardous Substances” means any release, spill, emission, effluent, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the environment (including ambient air, surface water, ground water and surface or subsurface strata) or into or out of any property.

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

“Required Minimum Cash” means \$15,900,000.

“Sanctioned Country” means, at any time, a country or territory that is the subject of comprehensive country- or territory-wide Sanctions (including without limitation, the Crimea, Donetsk People’s Republic, and Luhansk People’s Republic regions of Ukraine, Cuba, Iran, and North Korea).

“Sanctioned Person” means at any time: (a) any Person listed on any Sanctions-related list of designated or blocked persons, (b) any Person located in, ordinarily resident in, or organized under the Laws of, a Sanctioned Country, or (c) any Person majority-owned or controlled or acting on behalf of any of the foregoing.

“Sanctions” means, in each case as applicable to such Person, those trade, economic and financial sanctions Laws, regulations, embargoes, and restrictive measures (in each case having the force of law) imposed, administered or enforced from time to time by: (a) the European Union and implemented by its member States, (b) the United Nations Security Council, (c) His Majesty’s Treasury of the United Kingdom, (d) the United States (including without limitation the Department of the Treasury’s Office of Foreign Assets Control), and (e) Mexico.

“Security Incident” means any (a) unlawful or unauthorized access, use, loss, exfiltration, disclosure, alteration, destruction, encryption, compromise, or other unauthorized Processing of Personal Information, (b) accidental, unlawful or unauthorized occurrence or series of related occurrences on or conducted through any of the Companies IT Systems that compromised the confidentiality, integrity, or availability of the Companies IT Systems or any Personal Information Processed therein, or (c) occurrence that constitutes a “data breach,” “security breach,” “personal data breach,” “security incident,” “cybersecurity incident,” or any similar term under any applicable Law.

“Seller Confidential Information” means all information and documentation related to Sellers, their Affiliates and their businesses, assets, employees, operations, prospects, strategies or agreements, and the documents and transactions contemplated thereby including all memoranda and forecasts, budgets and any documents or files shared with Betterware or any of its Representatives for purposes of the transactions contemplated under this Agreement and the Ancillary Agreements, but not including any Companies Confidential Information.

“Sellers’ Percentage Interest” means, with respect to the Sellers, the percentage set forth opposite each Seller’s name on Exhibit B-1.

“Software” means computer programs, whether in source code, object code, or other form, or provided as a service, and including (a) electronic databases, (b) software implementations of algorithms, models, and methodologies, firmware, application programming interfaces, (c) descriptions, schematics, specifications, flow charts and other work product used to design, plan, organize and develop any of the foregoing, and (d) documentation, including user documentation, user manuals and training materials, files, and records relating to any of the foregoing.

“Tax” or “Taxes” means any and all income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, disability, social security, capital stock, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, value added, alternative minimum, windfall profits, customs, guaranty fund assessments, duties or other taxes (including any *contribuciones* and *aprovechamientos*), fees, assessments or charges of any kind whatsoever imposed by a Taxing Authority, together with any interest, additions or penalties thereto and any interest in respect of such additions or penalties.

“Tax Returns” means any return, declaration, report, claim for refund, certificate, bill, estimate, information return or statement or other document relating to, or required to be filed in connection with, any Tax, including any schedule or attachment thereto, and including any amendment thereof.

“Taxing Authority” means any Governmental Authority responsible for the assessment, administration, enforcement or collection of any Tax.

“Territory” means each of the countries listed on Exhibit J-1.

“Trade Secrets” means, collectively, (a) trade secrets and other confidential or sensitive information (including of third parties), data, inventions (whether or not patentable or reduced to practice), ideas, know-how, processes, methods, techniques, research and development, Software source code, confidential drawings, specifications, layouts, designs, formulae, algorithms, compositions, industrial models, architectures, plans, proposals, technical data, financial, business and marketing plans and proposals, customer and supplier lists, and price and cost information, in each case constituting “trade secrets” (“*secreto industrial*”) as defined under applicable Law, and (b) privileged or proprietary information which, if compromised through any theft, interruption, modification, corruption, loss, misuse or unauthorized access or disclosure, could cause serious harm to the organization owning it.

“Transaction Confidential Information” means all information and documentation concerning this Agreement, the Ancillary Agreements, and the transactions contemplated hereunder and thereunder (including the proposed and definitive terms of such transactions, the fact that any discussions or negotiations are taking place among the Parties and their respective Representatives, or the status of such discussions or negotiations).

“Transaction Expenses” means to the extent incurred and not paid by the Companies on or prior to the Closing Time, (a) all costs and expenses incurred or payable by any of the Companies in connection with the negotiation, preparation, execution and delivery of this Agreement and the Ancillary Agreements, and the performance and consummation of the transactions contemplated hereby and thereby, including fees and expenses of any advisors, experts, brokers, consultants, accountants, auditors, lawyers, investment bankers and other advisors, (b) fifty percent (50%) of the fees and expenses of the Escrow Agent due in connection with the Closing (it being understood that all other fees and expenses of the Escrow Agent shall be paid fifty percent (50%) by Purchaser and fifty percent (50%) by the Sellers’ Representative pursuant to the Escrow Agreement), and (c) except as set forth in Section 5 of Exhibit K, all sale bonuses, change in control bonuses, transaction bonuses, retention bonuses, “single trigger” severance payments and any similar payments or obligations payable to any current or former officer, director, employee or independent contractor of the Companies or any of their respective subsidiaries that become payable solely by reason of the consummation of any of the transactions contemplated by this Agreement (and in no event as a result of a “double trigger” severance provision where the Closing is the first such trigger and the second such trigger is a termination of employment without “cause” initiated by Purchaser or its applicable Affiliate (including, following the Closing, the Companies or any of their respective subsidiaries)), together with the employer portion of any payroll, employment and similar Taxes due on the foregoing amounts; provided, that, for the avoidance of doubt, only the portion of any such payments described in (a) and (b) that remain unpaid as of the Closing shall constitute “Transaction Expenses”; and provided, further, that, for the avoidance of doubt, amounts included in the calculation of “Net Working Capital” or “Closing Indebtedness” shall not be included in the calculation of “Transaction Expenses.”

“Transaction Support Agreement” means the Transaction Support Agreement by and between Sellers’ Representative and Campalier, S.A. de C.V., entered into on the date hereof.

“VWAP” means the volume-weighted average price per share, rounded to the nearest four decimal points, of Betterware Shares on the New York Stock Exchange (as reported on Bloomberg L.P. under the function “VWAP”), for the relevant period.

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EXHIBIT B-1

PERCENTAGE INTEREST AND ALLOCATION SCHEDULE

Seller	Percentage Interest
Tupperware Services México, S. de R.L. de C.V.	61.538461123%
Premiere Brands International Coöperatief U.A.	0.00000415%
Tupperware Brands Americas B.V.	29.437160554%
Latin America Investments, Inc.	9.024377908%

EXHIBIT B-2

SAMPLE CLOSING STATEMENT

EXHIBIT C

RESIGNATIONS

Dart, S.A. de C.V.

Board of Administrators

Luciano Andrés Azum
Benjamín Robledo López
Steven Marcus Ramos

Officers:

Yvonne Avalos Cázares
José Luis Garduño Martínez
Luciano Andrés Azum
Benjamín Robledo López

EXHIBIT D

FORM OF ESCROW AGREEMENT

EXHIBIT E

KNOWLEDGE OF PURCHASER

1. Luis Campos
2. Daniel Salim
3. Martin Werner

EXHIBIT F

KNOWLEDGE OF THE COMPANIES

1. Paola Kiwi
2. Luciano Andres Azum (only as to Dart Mexico)
3. Marcelo Rodrigues (only as to Cav Sul and Dart Brazil)
4. Benjamin Robledo (only as to Dart Mexico)
5. Jorge Cortes
6. Miguel Zuñiga (only as to Dart Mexico)
7. Andres Uribe (only as to Cav Sul and Dart Brazil)

EXHIBIT G

FORM OF LICENSE AGREEMENT

EXHIBIT H

FORM OF OFFSET AGREEMENT

EXHIBIT I

FORM OF REGISTRATION RIGHTS AND LOCKUP AGREEMENT

EXHIBIT J-1

TERRITORY

1. Mexico
2. Guatemala
3. Honduras
4. El Salvador
5. Nicaragua
6. Costa Rica
7. Panama
8. Colombia
9. Venezuela
10. Ecuador
11. Peru
12. Bolivia
13. Chile
14. Argentina
15. Uruguay
16. Paraguay
17. Brazil
18. Belize
19. Guyana
20. Suriname

EXHIBIT J-2

RECORDATION CONDITION

1. Mexico
2. Guatemala
3. Colombia
4. Ecuador
5. Peru
6. Chile
7. Argentina
8. Uruguay
9. Brazil

EXHIBIT K

PRE-CLOSING ARRANGEMENTS

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NDA TERMINATION

EXCLUSIVE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT (this "Agreement") is entered into effective as of , 2026, (the "Effective Date") by and between PARTY IP HOLDINGS LLC, a Delaware limited liability company ("Licensor"), and BETTERWARE DE MÉXICO, S.A.P.I. DE C.V. ("Licensee," each of Licensor and Licensee a "Party" and together, the "Parties"). Capitalized terms used herein and not otherwise defined herein shall have the meaning given to them in the Purchase Agreement (defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Stock Purchase Agreement, dated as of January 19, 2026 by and among Premier Brands LLC, Premier Brands International Holdings B.V., Premier Brands International Coöperatief U.A., Tupperware Brands Americas B.V. and Latin America Investments, Inc. as "Sellers," Licensee as "Purchaser" and Tupperware Services Mexico, S. de R.L. de C.V., Dart, S.A. de C.V., Dart do Brasil Industria E Comercio Ltda. and Cav Sul Centro de Apoio de Vendas de Produtos Pessoais E Artigos Para Lar Ltda. as "Companies," pursuant to which, on the date hereof, Licensee acquired the business operations, assets and manufacturing plants in Brazil and Mexico related to the Tupperware business in the Licensed Territory (defined below) (the "Purchase Agreement");

WHEREAS, in connection with the rights and obligations set forth in the Purchase Agreement, including the one-time License Fee payable to Licensor thereunder, Licensee desires to obtain the exclusive right and license to use all of the Intellectual Property owned by Licensor, as of the Effective Date and necessary for, used or held for use in connection with the Tupperware business as of the Effective Date in the countries listed on Exhibit A attached hereto (the "Licensed Territory"), including, without limitation, the applications and registrations of Intellectual Property set forth on Exhibit B attached hereto and all material unregistered Intellectual Property owned by Licensor, as of the Effective Date and necessary for, used or held for use in connection with the Tupperware business as of the Effective Date in the Licensed Territory (the "Licensed Intellectual Property"), for use on or in connection with the production, manufacture, marketing, sale and distribution of TUPPERWARE-branded products (the "Products") in the Licensed Territory and otherwise in connection with the Tupperware business solely in the Licensed Territory; and

WHEREAS, Licensor is the sole and exclusive owner of the Licensed Intellectual Property and desires to grant Licensee the exclusive right and license to use the Licensed Intellectual Property in the Licensed Territory, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants set forth below, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I
LICENSEE GRANT; SUBLICENSEES; PRIOR AGREEMENTS

Section 1.1 License Grant. Subject only to the license that has been granted to Licensor's licensee in Argentina under the agreement attached hereto as Exhibit C (the "Pre-Existing License"), and the terms and conditions hereinafter set forth in this Agreement, Licensor hereby grants to Licensee an exclusive, sublicensable (subject to Section 1.2), transferable (subject to Section 10.13), perpetual, irrevocable, royalty-free, fully paid-up right and license to use the Licensed Intellectual Property on or in connection with the production, manufacture, marketing, sale and distribution of the Products in the Licensed Territory and otherwise in connection with the conduct of their business related thereto in the Licensed Territory. For the avoidance of doubt, the license granted hereunder does not include the right to use the Licensed Intellectual Property outside of the Licensed Territory, including in connection with the marketing, distribution or sale of any product, or in connection with any product that is not offered under the TUPPERWARE Trademark, except for online marketing subject to the terms provided below, and the non-exclusive right for the production and manufacturing (but not the distribution, marketing or sale) of the Products or components thereof at locations outside of the Licensed Territory solely for delivery, distribution, marketing and sale solely within the Licensed Territory. Licensee shall not knowingly, and shall not permit its Affiliates, licensees and sublicensees to, sell any Products to any third party located in the Licensed Territory that will market, distribute, re-sell or otherwise provide such Products to anyone located outside the Licensed Territory without Licensor's prior written approval and shall not attempt to circumvent the foregoing restrictions. The license granted hereunder is exclusive (other than as set forth above) even as to Licensor and its Affiliates and their other licensees and Licensor shall not, and shall cause its Affiliates and other licensees to not, use any of the Licensed Intellectual Property in the Licensed Territory or directly or indirectly market, distribute or sell any products that use or embody any of the Licensed Intellectual Property in the Licensed Territory; provided that Licensor or its Affiliates or their respective licensees located outside of the Licensed Territory may (i) engage a third party contract manufacturer located within the Licensed Territory to manufacture its products in the Licensed Territory solely for delivery, marketing, distribution, sale or other provision of such products outside of the Licensed Territory and (ii) conduct online marketing and sale of the Products, which the Parties acknowledge may reach consumers inside of the Licensed Territory, provided that Licensor's, or its Affiliates or licensee's distribution and sale of such Products is expressly limited to delivery of such Products to purchasers located outside the Licensed Territory. Licensee shall also be permitted to conduct online marketing and sale of the Products, which the Parties acknowledge may reach consumers outside of the Licensed Territory, provided that Licensee's distribution and sale of Products is expressly limited to delivery of such Products to purchasers located within the Licensed Territory. Licensor shall not knowingly, and shall not permit its Affiliates and other licensees to, sell any Products to any third party located outside of the Licensed Territory that will market, distribute, re-sell or otherwise provide such Products to anyone located in the Licensed Territory without Licensee's prior written approval and shall not attempt to circumvent the foregoing restrictions.

Section 1.2 Sublicenses. The license granted to Licensee hereunder includes the right of Licensee, without the prior written consent of Licensor being required, to grant sublicenses to its Affiliates and other third parties to use the Licensed Intellectual Property in the Licensed Territory solely on or in connection with the production, manufacture, marketing, sale and distribution of the Products, as well as production and manufacturing (but not the distribution, marketing or sale) of the Products or components thereof at locations outside of the Licensed Territory solely for delivery, distribution, marketing and sale solely within the Licensed Territory, provided that sublicenses shall not be granted by Licensee to any third party that Licensee or its Affiliates knows or should reasonably know are directly or indirectly engaged in the production, marketing, distribution or sale of counterfeit products or may otherwise use the Licensed Intellectual Property or Confidential Information of Licensor or its Affiliates in any way that does not comply with the terms of this Agreement. Sublicenses granted by Licensee or its Affiliates shall (i) be in writing and include terms requiring that the sublicensee take commercially reasonable steps to protect the confidentiality of any Licensor Confidential Information to which they have access and the Licensed Intellectual Property and (ii) shall not permit further sublicensing without Licensor's prior written approval. Such sublicensees shall be required to comply with the terms of this Agreement regarding the use of the Licensed Intellectual Property and Licensee's undertakings in Section 2.3 below and Licensor shall be a named third party beneficiary with the right to enforce directly against any sublicensee, provided Licensor gives Licensee prior written notice before enforcing any such rights. In the event of any such sublicensee's failure to comply with such terms, Licensee agrees to promptly notify Licensor of such non-compliance and either take action to enforce such terms against such sublicensees or terminate the sublicense granted to such sublicensee. Without limiting the foregoing, Licensee shall be responsible to Licensor for all of the acts, omissions and compliance of each of its sublicensees in connection with the use of Licensed Intellectual Property and shall be liable to Licensor for any breach of the terms of this Agreement by any sublicensee.

Section 1.3 Pre-Existing License; Prior Rights to Licensed Intellectual Property. The Parties hereby acknowledge the existence of the Pre-Existing License and the rights granted to the licensee thereunder. Licensor represents and warrants that the copy of the Pre-Existing License attached as Exhibit C hereto is the complete and correct copy of the Pre-Existing License and there have been no amendments or waivers of any terms thereof that are not included in Exhibit C, and that except for the rights granted to the licensee under the Pre-Existing License, and the limited rights retained by Licensor, its Affiliates and other licensees to engage a third party contract manufacturer to manufacture products in the Licensed Territory for delivery, marketing, distribution and sale outside of the Licensed Territory in accordance with Section 1.1 above, no third party has any rights to use any of the Licensed Intellectual Property in the Licensed Territory. Licensor agrees to use commercially reasonable efforts to terminate the Pre-Existing License as soon as possible in accordance with its terms and applicable Law and agrees not to renew or extend the term of the Pre-Existing License beyond its current term or amend or waive any of the terms of the Pre-Existing License without Licensee's prior written approval. Upon the termination or expiration of the Pre-Existing License, (i) all rights granted to the licensee under the Pre-Existing License to use the Licensed Intellectual Property in connection with the production, manufacture, marketing, sale or distribution of the Products or otherwise use the Licensed Intellectual Property are hereby granted to Licensee in accordance with the terms of Section 1.1, and (ii) Exhibit B will be automatically updated to include any application or registration for any Intellectual Property in the Licensed Territory not already listed in Exhibit B as of the Effective Date.

Section 1.4 No Encumbrances on any Licensed Intellectual Property in the Licensed Territory. Licensor represents and warrants that as of the Effective Date, no third party has an Encumbrance in any of the Licensed Intellectual Property in the Licensed Territory. Licensor further agrees to obtain from the administrative or collateral agent under any future credit agreement an acknowledgment of the exclusive license granted hereunder and Licensor shall not grant any security interest, collaterally assign or otherwise permit any of the Licensed Intellectual Property issued, registered or applied for in the Licensed Territory to become subject to any Encumbrance applicable in the Licensed Territory in the future.

ARTICLE II
OWNERSHIP OF LICENSED INTELLECTUAL PROPERTY AND IMPROVEMENTS;
LICENSEE INTELLECTUAL PROPERTY

Section 2.1 Ownership of Licensed Intellectual Property. Licensee hereby acknowledges that Licensor, or its successors or assigns, as applicable, is and shall remain the sole owner of the Licensed Intellectual Property and that Licensee shall not acquire any ownership interest or rights in the Licensed Intellectual Property except as expressly set forth herein. All goodwill arising from any and all use of the Trademarks forming part of the Licensed Intellectual Property by Licensee or any of its Affiliates or sublicensees while this Agreement is in effect shall inure exclusively to the benefit of Licensor.

Section 2.2 Ownership and Commercialization of Improvements; Licensee Intellectual Property; New Licensee Intellectual Property.

(a) Ownership of Improvements. Licensor shall own all Intellectual Property in and to any: (i) secondary Trademarks bearing or incorporating any Licensed Intellectual Property; (ii) derivative works, modifications, improvements or enhancements (including any translation or transliteration) of any Licensed Intellectual Property; and (iii) Trademarks that are substantially or confusingly similar to, a colorable imitation of or used in combination with any of the foregoing; in each case that are created or developed by or on behalf of Licensee or its Affiliates or sublicensees (collectively the “Improvements”). Any and all Improvements shall constitute Licensed Intellectual Property upon their creation and shall be included in the exclusive license granted to Licensee and its Affiliates with respect to the Licensed Territory under this Agreement and available exclusively for use by Licensee its Affiliates or sublicensees in the Licensed Territory. For the avoidance of doubt, notwithstanding Licensor’s ownership of any Improvement, neither Licensor, nor its Affiliates or licensees, shall have any right to use any Improvement inside or outside of the Licensed Territory. All right, title and interest, including all Intellectual Property, in any Improvement shall be considered works made for hire under the U.S. Copyright Act and ownership thereof shall vest in Licensor, subject to the exclusive license and rights granted to Licensee and its Affiliates with respect to the Licensed Territory under this Agreement with respect thereto, immediately upon creation and regardless of the state of completion of the Improvement. Licensee shall notify Licensor promptly in writing of any Improvement. To the extent any Improvements are not deemed works made for hire under applicable law or ownership of any Improvement does not otherwise immediately vest in Licensor or if Licensee, its Affiliates or sublicensees acquire at any time any ownership right in any Licensed Intellectual Property or Improvement, Licensee hereby assigns, and shall cause all Affiliates and sublicensees to assign, in each case irrevocably and unconditionally, all right, title and interest in such Licensed Intellectual Property or Improvement to Licensor. If an assignment of moral rights is not recognized under the applicable law, Licensee hereby waives, and shall cause all authors to waive, the assertion of moral rights in any such Licensed Intellectual Property or Improvement. Licensee undertakes to, promptly upon request at any time by Licensor (while this Agreement is in effect and Licensor (or its successors or assigns) is the owner of the Licensed Intellectual Property), assist Licensor in transferring the rights to Licensed Intellectual Property or Improvements to Licensor, and to complete and evidence Licensor’s right, title, and interest in and to the Licensed Intellectual Property and the Improvements, upon creation of the same, which may include formalizing, signing and executing, where appropriate, any contracts, authorizations, acknowledgements and/or documents, assisting Licensor in fulfilling the corresponding legal and contractual requirements and/or legal or administrative procedures of any kind and assisting Licensor in registering such right and title in the name of Licensor at the appropriate public registries in the Licensed Territory and executing, or having executed, further deeds of assignment in favor of Licensor.

(b) Licensee Intellectual Property; New Licensee Products. As between Licensor and Licensee, Licensee shall retain exclusive ownership of all of its Intellectual Property existing as of the Effective Date, and any new Intellectual Property created or acquired by Licensee or its Affiliates after the Effective Date that is not (i) an Improvement or (ii) created by or on behalf of Licensor or its Affiliates or their other licensees or agents, including, without limitation, any Intellectual Property with respect to new products developed by Licensee or its Affiliates that are not based on Products covered by or incorporating any Patents, Copyrights or Trade Secrets forming part of the Licensed Intellectual Property existing as of the Effective Date (“New Licensee Products”). Licensee and its Affiliates shall have the exclusive right to manufacture, market, distribute and sell the New Licensee Products using the Trademarks and other Licensed Intellectual Property within the Licensed Territory within the scope of the license granted in Section 1.1, provided that such New Licensee Products comply with the quality standards and requirements regarding use of the Licensed Intellectual Property set forth in Article III below with respect thereto. Licensee shall notify Licensor reasonably promptly upon Licensee’s development of any New Licensee Products.

Section 2.3 Negative Covenants. Licensee agrees to the following undertakings at all times while Licensor is the owner of the Licensed Intellectual Property in accordance with this Agreement:

(a) Licensee will not, directly or indirectly, object to or challenge (i) Licensor’s ownership of or rights to the Licensed Intellectual Property; (ii) Licensor’s registrations or applications for registration of the Licensed Intellectual Property anywhere in the world; or (iii) the validity of the license granted herein.

(b) Licensee will not, directly or indirectly, engage in any use of the Licensed Intellectual Property outside the scope of the license granted hereunder, including, for the avoidance of doubt, marketing, selling, or distributing any TUPPERWARE branded product outside of the Licensed Territory except as expressly set forth in Section 1.1.

(c) Licensee will not, on its behalf or on behalf of any other party, and will not permit its Affiliates and sublicensees to, in any country or jurisdiction, register or attempt to register (including as a domain name) any Licensed Intellectual Property or any Trademark which is confusingly similar to or which is a colorable imitation of any Trademarks included in the Licensed Intellectual Property.

(d) Licensee may use the TUPPERWARE Trademark as part of its corporate entity name only to the extent immediately followed by a term designating a geographic territory located within the Licensed Territory. Licensee’s Affiliates will not use the TUPPERWARE Trademark or any Trademark substantially or confusingly similar thereto as part of a trade name or corporate name except as expressly authorized in writing by Licensor. Licensee shall not combine as a unitary or composite mark any other Trademark with any Licensed Intellectual Property, but may use its trade name or corporate name on the Products or their packaging solely to designate that Licensee is the manufacturer or distributor of such Products.

Section 2.4 Licenses and Registrations. Licensee covenants that it has obtained, or shall obtain, all licenses, registrations and/or approvals necessary in each jurisdiction of the Licensed Territory prior to offering Products under the Licensed Intellectual Property in each such jurisdiction.

Section 2.5 Reservation of Rights. All rights of Licensor that are not expressly granted to Licensee pursuant to the express terms and conditions of this Agreement are reserved and retained by Licensor. Licensee acknowledges that Licensor is involved in many areas of business in many fields of endeavor and that nothing in this Agreement, other than the exclusive license granted pursuant to Section 1.1 and the restrictions applicable to Licensor and its Affiliates' use of the Licensed Intellectual Property in the Licensed Territory set forth in Section 1.1, shall limit Licensor's or its Affiliates or other licensees' ability to continue such relationships or enter into new relationships or engage in activities. Except with respect to the Licensed Intellectual Property, no provision of this Agreement shall be deemed or construed to grant to Licensee or any other third party, either expressly, by implication, by way of estoppel, or otherwise, any right, license, or authority to infringe or immunity from infringement liability under any of Licensor's Intellectual Property. There are no implied licenses under this Agreement.

ARTICLE III
QUALITY CONTROL AND METHOD OF USE OF
THE LICENSED INTELLECTUAL PROPERTY

Section 3.1 Quality Standards. Licensee and Licensor each acknowledge the importance to each of them and their reputation and goodwill of maintaining high, uniform standards of quality in the Products produced, manufactured, marketed, sold and distributed under the Licensed Intellectual Property. All Products sold or distributed by Licensee or its Affiliates or sublicensees using the Licensed Intellectual Property shall be substantially similar in all material respects with the level of quality of Products offered under the TUPPERWARE trademark in the Licensed Territory as of the Effective Date. For avoidance of doubt, all of the Products produced and sold by Licensor or its Affiliates in the Licensed Territory in the three (3) years prior to the Effective Date and any other Products that have a level of quality that is substantially similar in all material respects to the level of quality of the Products produced and sold by Licensor and its Affiliates in the Licensed Territory prior to the Effective Date are and shall be deemed to comply with the quality requirements set forth above and may continue to be manufactured, marketed, distributed and sold by Licensee and its Affiliates and their sublicensees in the Licensed Territory in substantially the same form.

Section 3.2 Use of Licensed Intellectual Property. Licensee may use the Licensed Intellectual Property in the same or substantially the same form and manner and with such trade dress as used by Licensor or its predecessors in interest (or their respective Affiliates) in the Licensed Territory prior to the Effective Date without any approval from Licensor being required. Licensee shall further have the right to modify the form and manner of its use of the Licensed Intellectual Property without approval from Licensor being required, provided that such modifications are not reasonably likely to violate the quality control provisions set forth in Section 3.1. In the event that Licensee proposes to use a new Trademark for a particular Product that will be marketed and sold using the TUPPERWARE brand, Licensee will submit such proposed new Trademark to Licensor for Licensor's prior written approval. Licensor's approval of the proposed new Trademark shall be deemed granted unless Licensor notifies Licensee of its disapproval and its reasons therefor within ten (10) Business Days after receipt of such notice.

Section 3.3 Licensor Approvals. Licensor shall not unreasonably withhold, condition or delay any approval required to be obtained from Licensor under this Agreement.

Section 3.4 Notices and Markings. Licensee shall, at its own expense, apply such Patent, Trademark or Copyright notices or other markings as may be necessary or appropriate under applicable Law of the Licensed Territory substantially consistent with past practice in the Licensed Territory prior to the Effective Date. Without limiting the generality of the foregoing, Licensee shall include in appropriate areas of packages, cartons, containers or accompanying literature for the Products that are produced or sold by or through Licensee or its Affiliates or sublicensees, as well as in marketing materials for the Products a statement that Licensee is the source of such Products and the phrase “TUPPERWARE is the registered trademark of Party IP Holdings LLC and used under license,” or a substantively equivalent notice. In addition, Licensee shall place the symbol “®” or “TM,” as applicable, immediately adjacent to each use of a licensed Trademark.

Section 3.5 Audit Rights. If Licensor reasonably believes that any Products do not conform to the required standards of quality set forth in Section 3.1, Licensor shall have the right to request and Licensee shall promptly provide, one representative example of such non-conforming Product(s). If following Licensor’s inspection of such representative example, or if Licensor otherwise has reason to believe that such Products do not conform to the required standards of quality or the requirements set forth in Section 3.9, Licensor or its representatives shall, upon reasonable advance written notice (in any event not less than five (5) Business Days in advance of any visit), and subject to the confidentiality undertakings of this Agreement, be permitted to visit the premises wherein such Products are produced, manufactured or held for sale at such time as to not unduly interfere with the operations of Licensee, in order to verify whether such Products conform to such standards of quality or compliance requirements. All Licensor expenses of conducting such inspections shall be borne by Licensor. If any inspection of any premise reveals that Licensee has failed to comply with the quality standards set forth herein or the compliance requirements set forth in Section 3.9, Licensor shall be entitled to reinspect such premises, subject to the above-referenced advance written notice and confidentiality undertakings, after the earlier of Licensor’s receipt of notice of cure by Licensee as set forth in Section 3.6 or the expiration of the thirty (30) day cure period after which Licensor may seek an injunction pursuant to Section 3.8.

Section 3.6 Remediation. If Licensor reasonably determines that any Products or other materials do not substantially comply with the required standards of quality as set forth herein in any material respect or the compliance requirements set forth in Section 3.9, Licensor shall notify Licensee in writing of such defect, providing Licensee with full details regarding the deficiency. Unless Licensee provides written notice to Licensor disputing such deficiency explaining the basis for disputing such deficiency, Licensee shall take action to remediate such deficiency within thirty (30) days, except as required by Section 3.7, after receipt of such written notice from Licensor, unless the applicable deficiency is not reasonably susceptible of full remediation within such thirty (30)-day period, in which event Licensee shall have an additional thirty (30) days to remediate such deficiency, provided that Licensee provides written notice to Licensor that such additional period is necessary to complete such remediation and proceeds with reasonable diligence to remediate such deficiency during the initial thirty (30)-day period. Notwithstanding the foregoing, deficiencies shall be remediated as soon as reasonably practicable substantially consistent with past practices in the Licensed Territory prior to the Effective Date. Licensee shall provide Licensor with evidence of such remediation including samples of the Product or other material which are the subject of such remediation.

Section 3.7 Emergency Remediation Obligation. In the event that any deficiency in quality of any Product poses a risk to public health or safety, Licensee shall take action to cure such deficiency as promptly as reasonably practical under the applicable circumstances after becoming aware of such deficiency and shall stop manufacturing, selling, marketing and distributing such Product until the deficiency is cured.

Section 3.8 Injunctive Right. If an undisputed Product or other deficiency is not fully remediated within the time periods set forth herein, such failure shall constitute a material breach of this Agreement and Licensor shall be entitled to, without prejudice to any other remedies provided under this Agreement or pursuant to applicable Law, seek injunctive or other equitable relief, without the need to post a bond or other security, against further sales or use of such defective Products or use of the Licensed Intellectual Property.

Section 3.9 Compliance with Applicable Law. In addition to the quality standards set forth herein, Licensee shall comply with, and shall have sole responsibility for complying with, all applicable Laws relating to the production, manufacture, marketing, sale and distribution of the Products in the Licensed Territory. Licensee will, and will ensure any Affiliates and permitted sublicensees, comply with all applicable product safety, product registration, labor, export control, sanctions and other similar Laws and obtain all necessary licenses and registrations necessary to operate in the Licensed Territory. Licensee acknowledges that bribery and all forms of corruption are prohibited. Licensee shall, and will ensure its Affiliates and any permitted sublicensees, make no payments of money or give anything of value, nor will either be offered, promised or paid, directly or indirectly, to any foreign official, political party, party official, candidate for public or political party office (each a "Foreign Official") to influence the acts of such Foreign Official or to induce such Foreign Official to use his or her influence with a governmental body, in order for Licensee or its Affiliates or sublicensees to obtain or retain business or gain an improper advantage. Without limitation of the foregoing, Licensee shall, and will ensure its Affiliates and any permitted sublicensees, also comply with applicable export control and economic sanctions Laws, including but not limited to the U.S. Export Administration Regulations, 15 C.F.R. 730-774 and the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC")'s economic sanctions regulations in 31 C.F.R. Chapter V, and the export control or sanctions Laws of any other applicable country (collectively, the "Sanctions Laws"). Notwithstanding anything to the contrary herein, if any provision of any export control Law of any other country conflicts with the export control and economic sanctions Laws of the United States, the Parties shall abide by the export control and economic sanctions Laws and regulations of the United States, to the extent not inconsistent with either Party's obligations. Licensee represents that it and its Affiliates do not currently and that it and its Affiliates and sublicensees during the term of this Agreement shall not conduct business or otherwise engage with: (a) any person designated on OFAC's Specially Designated Nationals and Blocked Persons List or Consolidated Sanctions List, as lists of those Persons are maintained by OFAC at its website, at: <https://sanctionssearch.ofac.treas.gov/> (as updated from time to time); (b) any country, geographic region or government subject to comprehensive U.S. economic sanctions or embargo; or (c) any supplier using any form of forced labor and/or indentured labor (including forced or indentured child labor), in whole or in part, in the production of goods, including in the supplier's own supply chain (the foregoing sub-sections (a) through (c) collectively "Prohibited Persons"). Licensee shall exercise reasonable efforts to ensure that diligence is conducted to ensure that no activity or business occurs with any such Prohibited Person. Licensee represents that neither it nor any of its Affiliates is, and neither it nor any of its Affiliates or sublicensees shall become, controlled, or owned fifty percent (50%) or more by a Prohibited Person. Licensee shall fully cooperate with Licensor in any ethics and compliance investigation, including any investigations related to any anti-corruption Laws or Sanctions Laws, including providing Licensor with all documents and information requested as part of the investigation. Licensee shall also fully cooperate with any governmental inquiry or investigation related to any applicable Law, and unless prohibited from doing so, shall notify Licensor of any such investigation. Licensee shall, and shall cause its Affiliates and sublicensees to, refrain from engaging in any unfair or deceptive trade practice, or unethical business practice whatsoever, or any other practice that could unfavorably reflect upon the Licensed Intellectual Property, or the Licensor or its Affiliates.

Section 3.10 Books and Records. Licensee shall, at its sole cost and expense, during the Term and for three (3) years thereafter, maintain complete and accurate books and records relating to all sales of the Products by Licensee or its Affiliates, including records and documents relating to the sourcing, procurement and movement of raw materials and components, works in process and finished goods including bills of lading, customs clearance records, cutting tickets, payment records, time cards and other related production records necessary to trace the origin and determine movement of all Products, and otherwise document Licensee's and its Affiliates' (and sublicensees') compliance with its obligations under applicable Laws and this Agreement. During the Term and for three (3) years thereafter, Licensor and its duly authorized representatives shall have the right not more frequently than once per each Agreement year, upon reasonable notice (and in any event not less than five (5) Business Days in advance of any inspection) (which may be via e-mail) and during Licensee's normal business hours, and on a mutually agreed upon day, in a manner not to disrupt Licensee's normal business operations, and subject to the confidentiality undertakings of this Agreement, to examine said books and records and all other documents and materials in the possession of or under the control of Licensee or its Affiliates in order to verify compliance with the terms of this Agreement. Notwithstanding the foregoing, if any audit reveals any material non-compliance by Licensee of its Affiliates of the obligations hereunder, Licensor may conduct one or more additional audits within the twelve (12) months following the initial audit, and such additional audits will not count against any annual or other audit frequency limitations set forth in this Agreement.

ARTICLE IV

TERM AND TERMINATION; BREACH; LICENSEE RIGHTS IN THE EVENT OF LICENSOR INSOLVENCY PROCEEDING

Section 4.1 Term. Unless terminated for any reason set forth herein, this Agreement and the rights and license granted herein shall be perpetual (the "Term").

Section 4.2 Termination by Licensee. Licensee may terminate this Agreement at any time by providing Licensor with written notice of such termination.

Section 4.3 Licensor's Right to Terminate Upon Certain Material Breaches. Without prejudice to any other rights or remedies to which the Licensor may be entitled, unless and until the initial Licensee assigns, in accordance with Section 11.13, any or all of its rights under this Agreement to a third party that is not an Affiliate of Licensee, Licensor shall not have any right to terminate this Agreement or any of Licensee's rights hereunder under any circumstances and Licensor's sole remedies in the event of a breach of this Agreement by Licensee shall be to bring legal action against Licensee for Claims (as defined below) based on such breach and seek Damages (as defined below) or injunctive or other equitable remedies or relief to enforce the terms of this Agreement. Thereafter, without prejudice to any other rights or remedies to which Licensor may be entitled, Licensor may terminate the license with respect to, and the corresponding rights related to, such assignment granted hereunder to the Licensed Intellectual Property to any third party that is not an Affiliate of Licensee if Licensee or such third party assignee is not, with respect to any of the assigned rights, in material compliance with Section 2.3(b) or Sections 3.1, 3.7, or 3.9 in such a way that has resulted or will result in material harm to the goodwill associated with the TUPPERWARE brand outside of the Licensed Territory (such material non-compliance, "Heightened Material Breach"), and this Agreement shall terminate with respect to such rights, only as set forth in this Section 4.3. In the event that such an assignment has been made and Licensor has reasonable grounds to believe that Licensee or such third party assignee has committed a Heightened Material Breach (unless Licensee resolves or in good faith works towards resolving such non-compliance, including through the remediation efforts permitted by Section 3.6), Licensor shall submit to Licensee a written notice of same, explaining the basis for the Heightened Material Breach and describing in reasonable detail the material harm to the goodwill associated with the TUPPERWARE brand outside of the Licensed Territory that has resulted or will result from such Heightened Material Breach (a "Breach Notice"). Licensee shall have sixty (60) days from the date it receives a Breach Notice to cure such Heightened Material Breach to the extent reasonably capable of cure within such sixty (60)-day period; provided that, if Licensee diligently exercises reasonable best efforts to cure such Heightened Material Breach and such Heightened Material Breach cannot, with diligence, be cured within said sixty (60) days, Licensee shall have the right to cure such Heightened Material Breach within an additional reasonable period of time agreed between the Parties, which shall not be less than an additional thirty (30) days. In the event that the Licensee disputes that such Heightened Material Breach has occurred, it shall provide notice of such dispute (a "Response") within ten (10) Business Days after delivery of a Breach Notice, and each Party shall cause their respective senior representatives promptly to meet (which may be by video or teleconference) and work together in good faith to agree on and implement a corrective action plan and otherwise resolve the alleged Heightened Material Breach. The Parties shall cooperate diligently during the ninety (90) day period following the Response (the "Resolution Period"). If (i) the Parties have not resolved the dispute and reached a mutually acceptable resolution within the Resolution Period, and (ii) Licensee has not cured such Heightened Material Breach in the ninety (90) days set forth above or such additional time as agreed between the Parties in writing, Licensor shall have the right to bring legal action against each third party assignee that committed such Heightened Material Breach, seeking termination of the rights of such assignee under this Agreement and, upon a final, binding and non-appealable judicial decision confirming the existence of a Heightened Material Breach, Licensor shall have the right to terminate the rights of such breaching assignee (and no other rights of Licensee or its other assignees) under this Agreement upon written notice to Licensee, effective immediately or on a date specified in such notice. For the avoidance of doubt, during the Resolution Period, the Parties shall continue to perform their respective obligations under this Agreement.

Section 4.4 Breach; Insolvency. The following events shall constitute a breach of this Agreement for which the non-breaching Party shall be entitled to make Claims and undertake legal action for Damages and other legal and equitable remedies and relief (but, for the avoidance of doubt, not for termination of this Agreement or any of Licensee's rights hereunder except pursuant to the terms of Section 4.3): (i) the other Party commits or threatens to commit a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within sixty (60) calendar days of that Party being notified in writing of the breach; (ii) the other Party becomes insolvent or makes an assignment for the benefit of its creditors or any arrangement in connection with or regarding its insolvency, in any territory or region thereof, or discontinues its business (voluntarily or involuntarily), or if a receiver is appointed for such Party or its business, or files a petition pursuant to Title 11 of the United States Code, Sections 101, et. seq. ("Bankruptcy Code"), or files for similar bankruptcy or restructuring protection in any other territory or region thereof, or an involuntary petition ("Involuntary Petition") is filed against such Party under the Bankruptcy Code or other similar equivalent in any other territory or region thereof, and the Involuntary Petition is not dismissed within sixty (60) days of filing, or an order for relief is entered granting the Involuntary Petition.

Section 4.5 Effect of Termination. Upon termination of this Agreement other than termination by Licensee in the event that ownership of the Licensed Intellectual Property with respect to a country in the Licensed Territory is transferred to Licensee as a result of Licensee's enforcement of its security interest with respect thereto pursuant to Article X below, Licensee shall have a period of nine (9) months after the effective date of termination (the "Phase-Out Period") to complete all work in progress, fulfill existing orders for the Products and returns or replacements of Products and exhaust its unsold Remaining Inventory (as defined below); provided that Licensee shall not be permitted to sell any products during such Phase-Out Period that Licensor reasonably believes poses a risk to public health or safety that are not cured pursuant to Section 3.7. Thereafter, all licenses and other rights granted to Licensee hereunder shall immediately terminate, and Licensee shall, and shall cause its Affiliates and require sublicensees to:

(a) immediately cease to use, directly or indirectly, in any manner whatsoever, the Licensed Intellectual Property, whether on or in connection with any Products, documents, advertising or otherwise, provided, however, that Licensee and its Affiliates and sublicensees shall not be required to retrieve or remove any advertisements or marketing materials or content previously distributed, posted or otherwise published, but shall not redistribute, repost or republish same;

(b) within thirty (30) days after the end of the Phase-Out Period, make any and all necessary filings to change Licensee's and its Affiliates' corporate names to a name that does not include any Trademark included in the Licensed Intellectual Property or any confusingly similar Trademark and to cancel all fictitious or assumed names, trade names, or equivalent registrations that incorporate any Trademark included in the Licensed Intellectual Property or any confusingly similar Trademark;

(c) within thirty (30) days after the end of the Phase-Out Period, transfer to Licensor or its designee any and all domain names and social media account handles that incorporate any Trademark included in the Licensed Intellectual Property or any confusingly similar Trademark and cease all use of all such domain names and social media user names;

(d) within thirty (30) days after the end of the Phase-Out Period, deliver to Licensor all electronic and physical copies of any materials in the possession or control of Licensee or its Affiliates and require any sublicensees to return any such materials in their possession or control to the extent containing Confidential Information of Licensor, provided however, that Licensee, its Affiliates and sublicensees shall not be required to remove any electronic files stored in their system backups and may retain a copy of such materials for their respective record-keeping purposes, subject to continued compliance with the confidentiality obligations of this Agreement; and

(e) within thirty (30) days after the end of the Phase-Out Period, provide written certification to Licensor signed by an authorized representative of Licensee that certifies that each of the foregoing actions has been taken.

Section 4.6 Reasonable Assistance After Termination. Upon termination of this Agreement other than termination by Licensee in the event that ownership of the Licensed Intellectual Property with respect to a country in the Licensed Territory is transferred to Licensee as a result of Licensee's enforcement of its security interest with respect thereto pursuant to Article X below, and completion of the Phase-Out Period, the Parties shall perform all other acts which may be necessary or useful to render effective the termination of the interest of Licensee in the Licensed Intellectual Property. Without limiting the foregoing, Licensee hereby consents to any filing after termination of this Agreement other than termination by Licensee in the event that ownership of the Licensed Intellectual Property with respect to a country in the Licensed Territory is transferred to Licensee as a result of Licensee's enforcement of its security interest with respect thereto pursuant to Article X below, and completion of the Phase-Out Period, which Licensor may make to limit or terminate Licensee's status as an authorized user of the Licensed Intellectual Property and hereby irrevocably appoints Licensor as its true and lawful attorney-in-fact for the purpose of executing any such filing or other document, and agrees not to contest, oppose or dispute such filing.

Section 4.7 Remaining Inventory. Within ten (10) days after the termination of this Agreement other than termination by Licensee in the event that ownership of the Licensed Intellectual Property with respect to a country in the Licensed Territory is transferred to Licensee as a result of Licensee's enforcement of its security interest with respect thereto pursuant to Article X below, Licensee will furnish to Licensor a certificate showing the number and description of Products on hand or in process of manufacture (the "Remaining Inventory"). Licensor shall have the right (but not the obligation), at its sole election, to purchase all or any portion of the Remaining Inventory then in Licensee's inventory or in process, except for units of the Remaining Inventory that are already sold or being sold to a customer, at Licensee's cost of such Remaining Inventory.

Section 4.8 Survival. Notwithstanding any other provisions of this Agreement, any Claim either Party may have against the other for acts or omissions prior to the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement other than termination by Licensee in the event that ownership of the Licensed Intellectual Property with respect to a country in the Licensed Territory is transferred to Licensee as a result of Licensee's enforcement of its security interest with respect thereto pursuant to Article X below. The following provisions shall survive expiration or termination of this Agreement other than termination by Licensee in the event that ownership of the Licensed Intellectual Property with respect to a country in the Licensed Territory is transferred to Licensee as a result of Licensee's enforcement of its security interest with respect thereto pursuant to Article X below: Section 2.1, Section 2.2, Section 3.10, Section 4.5-4.8 Section 6.2, ARTICLE VII, ARTICLE VIII, ARTICLE IX, and ARTICLE XI.

Section 4.9 Rights Upon Licensor Bankruptcy, Insolvency, Liquidation, Receivership or Assignment for the Benefit of Creditors or Similar Proceeding. The Parties acknowledge and agree that this Agreement and all rights and licenses granted under or pursuant to this Agreement by Licensor to Licensee are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses to rights to “intellectual property” and “embodiment[s]” of “intellectual property” for purposes of Section 365(n) and as defined in Section 101(35A) or Chapter 11 of the Bankruptcy Code. Licensee may elect to retain and fully exercise all of its rights and elections under Section 365(n) of the Bankruptcy Code, including its retention of all its rights as a licensee hereunder, notwithstanding the rejection of this Agreement by any other party as debtor in possession, or a trustee or similar functionary in bankruptcy acting on behalf of a debtor’s estate. In the event that any proceeding shall be instituted by or against Licensor (or any Affiliate of Licensor) seeking to adjudicate it bankrupt, or insolvent, or seeking liquidation, winding up, insolvency or reorganization, or relief of debtors, assignment for the benefit of creditors or seeking an entry of an order of relief, or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property or any other form of voluntary or involuntary proceeding against Licensor or an Affiliate of Licensor or otherwise with respect to this Agreement or the Licensed Intellectual Property under any bankruptcy, insolvency or other applicable law, or it shall take any action to authorize any of the foregoing actions (each, an “Insolvency Proceeding”) Licensee and its Affiliates shall have the right to retain, exercise and enforce their license and rights under this Agreement (including this Section).

ARTICLE V
PROSECUTION AND ENFORCEMENT OF
LICENSED INTELLECTUAL PROPERTY

Section 5.1 Clearance and Prosecution. In the event Licensee desires to pursue an application for any Improvement in the Licensed Territory (a “New Application”), then the Parties shall discuss in good faith the value of such New Application and the likelihood of success of registering such New Application, with any clearance searches related to the Licensed Territory being conducted at Licensee’s cost. If Licensor agrees to move forward with the New Application, then Licensor (in Licensor’s name and at Licensee’s cost) shall pursue such New Application, with Licensee providing reasonable cooperation to Licensor in connection therewith at Licensee’s cost, including providing any input and assistance on strategy, specimens of use, documents, or other information or evidence as may be reasonably requested by Licensor. Any New Applications and resulting registrations that issue shall be solely owned and held by Licensor and automatically added to Exhibit B as Licensed Intellectual Property, except that if Licensor does not move forward with a New Application for an Improvement other than a Trademark, Licensee, following prior written notice to Licensor, shall have the right to file and prosecute such New Application in the name of Licensor and at the expense of Licensee.

Section 5.2 Renewals and Other Required Maintenance. The Parties will collaborate on strategy for all matters relating to the renewal and other required maintenance of the Patents and other registrations of Licensed Intellectual Property in the Licensed Territory. Licensee, at Licensor’s reasonable request and instruction, shall provide reasonable cooperation to Licensor to support such renewal and maintenance efforts, including providing any input and assistance on strategy, specimens of use, documents, or other information or evidence as may be reasonably requested by Licensor for Licensor to maintain such Patents and other registrations in the Licensed Territory at Licensee’s cost and expense. Additionally, Licensee shall be responsible for all renewal fees and other costs payable to Government Authorities to maintain such Patents and other registrations of Licensed Intellectual Property in the Licensed Territory, and shall reimburse Licensor for such reasonable fees and actual out of pocket costs within thirty (30) days of receipt of an invoice therefor. If Licensor does not agree to renew or maintain any such Patent or other registration, Licensor shall provide written notice to Licensee at least thirty (30) days prior to the deadline for submitting the applicable renewal or maintenance filing and Licensee shall have the right to file or have local legal counsel file the applicable renewal and maintenance filing for and on behalf Licensor, and in such event, at Licensee’s reasonable request and instruction, Licensor shall provide reasonable cooperation to Licensee and the applicable local legal counsel to support such renewal and maintenance efforts, including providing any input and assistance on strategy, specimens of use, documents, or other information or evidence as may be reasonably requested by Licensee for Licensee to maintain such Patents and other registrations in the Licensed Territory at Licensee’s cost.

Section 5.3 License Recordal. At Licensee's request and cost and expense at any time during the Term, Licensor promptly shall sign any documents and take all other actions requested by Licensee in connection with the recording of this Agreement with the relevant Governmental Authority in any jurisdiction included in the Licensed Territory and in the renewal of any such recordal, including, but not limited to, signing one or more short-form summary versions or redacted versions of this Agreement agreed between the Parties as an alternative to recording the entire Agreement, which the Parties agree will be used for filing in the jurisdictions in the Licensed Territory where permitted by the relevant Governmental Authority. The Parties acknowledge and agree that any such versions filed for recordal may be in any language that may be required by a Governmental Authority in any part of the Licensed Territory (and in English if permitted by the relevant governmental body) and that such versions do not supersede this Agreement and that this Agreement shall control in the event of any question of interpretation as between any version filed for recordal purposes and this Agreement. Upon termination of this Agreement other than termination by Licensee in the event that ownership of the Licensed Intellectual Property with respect to a country in the Licensed Territory is transferred to Licensee as a result of Licensee's enforcement of its security interest with respect thereto pursuant to Article X below, upon the request of Licensor, Licensee promptly shall sign any documents and take all other actions requested by Licensor to effect a cancellation or removal of any recordal of this Agreement, or any other related document, with the relevant Governmental Authority in any part of the Licensed Territory.

Section 5.4 Enforcement.

(a) In the event that Licensee or Licensor learns of any infringement, unauthorized application for registration, or other unauthorized use or potential unauthorized use of the Licensed Intellectual Property in the Licensed Territory ("Unauthorized Activity"), it shall promptly notify the other Party. Licensor shall have the sole initial right (but not any obligation), at its sole cost and expense, to take action to enforce against the Unauthorized Activity, including sending initial correspondence or takedown notices, involving law enforcement, initiating proceedings with the appropriate court, tribunal, or other governmental body in the Licensed Territory, or other appropriate action ("Enforcement Action"). Licensee, at Licensor's reasonable request and instruction, shall provide reasonable cooperation to Licensor to support such Enforcement Action, including providing any input and assistance on strategy, communications with local law enforcement, investigators, and attorneys, specimens of use, documents, or other information or evidence as may be reasonably requested by Licensor, and joining any proceedings filed with the appropriate court, tribunal, or other governmental authority as a party if necessary to maintain standing. Licensor shall reimburse Licensee for any reasonable out of pocket expenses incurred by Licensee in providing such cooperation within thirty (30) days of receipt of an invoice therefor. Licensee shall have the right to be represented by its own counsel if joined as a party, at Licensee's expense. Any award or financial recovery, whether through settlement or a proceeding commenced by Licensor, shall belong solely to Licensor after recovery by both Parties of their respective actual out-of-pocket costs.

(b) In the event Licensor elects not to pursue an Enforcement Action, Licensee may initiate any such Enforcement Action after providing written notice to Licensor of its intent to pursue such Enforcement Action. Should Licensee proceed with any such Enforcement Action any such action shall be in Licensee's own name at its expense. Licensee shall keep Licensor informed of the status of and its activities regarding such action through quarterly reports (or more frequent reports if reasonably requested by Licensor) and shall consult with Licensor regarding strategy. Licensor, whether as reasonably requested by Licensee or through its own volition, will reasonably support such Enforcement Action, including providing any input and assistance on strategy (which Licensee shall reasonably consider and implement in good faith), communications with local law enforcement, investigators, and attorneys, specimens of use, documents, or other information or evidence as may be reasonably requested. Licensor shall also join proceedings filed with the applicable Governmental Authority as a party if necessary to proceed with the Enforcement Action or maintain standing, at Licensee's expense. Licensor shall have the right to be represented by its own counsel if joined as a party, at Licensor's expense. Any settlement, consent judgment or voluntary final disposition of any Enforcement Action shall be subject to Licensor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any award or financial recovery, whether through settlement or a proceeding commenced by Licensee, shall belong solely to Licensee after recovery by both Parties of their respective actual out-of-pocket costs.

Section 5.5 Counterfeit Protection. The Parties hereby acknowledge their shared desire to aggressively protect the Licensed Intellectual Property against third parties that are engaged in the manufacture, production, sale, offer for sale, marketing or promotion of counterfeit products bearing or otherwise utilizing the Licensed Intellectual Property or that are confusingly similar to the Licensed Intellectual Property ("Counterfeiting"). Accordingly, each Party agrees to provide reasonable cooperation to the other Party, at the other Party's expense, in the other Party's efforts to take action against third parties engaged in Counterfeiting and/or the aiding, abetting or facilitating of Counterfeiting (e.g., third party marketplaces through which Counterfeit products are sold) (collectively "Counterfeiters") in the Licensed Territory. In furtherance of the foregoing: (a) Licensee shall use commercially reasonable efforts to prevent Counterfeiting of the Products and to identify Counterfeiters in the Licensed Territory; (b) each Party shall promptly inform the other Party of any known or suspected Counterfeiters in the Licensed Territory or producing, distributing, marketing or selling counterfeit Products in the Licensed Territory; and (c) if and to the extent that Licensor itself has implemented and requires other comparable licensees to implement a commercially reasonable counterfeit preventative system, devices or labels, Licensor shall provide information and reasonable cooperation to Licensee as necessary for Licensee to implement same with respect to Licensee's Products in the Licensed Territory. Each Party acknowledges and agrees that, while the foregoing enforcement efforts will be collaborative as between Licensor and Licensee, Licensor shall have the right to control the conduct thereof within the Licensed Territory, subject to Licensee's rights set forth in Section 5.4(b).

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

Section 6.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party as follows:

- (a) it is duly incorporated, validly existing and in good standing under the laws of the state or country of its incorporation or formation;
- (b) it has the requisite power and authority to enter into this Agreement and to perform its obligations under this Agreement; and

(c) this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent transfer, or other similar laws affecting the rights and remedies of creditors generally and by general principles of equity;

Section 6.2 Disclaimer. WITHOUT LIMITING THE ADDITIONAL REPRESENTATIONS AND WARRANTIES MADE IN THE PURCHASE AGREEMENT RELATED TO THIS AGREEMENT AND WITH RESPECT TO THE LICENSED INTELLECTUAL PROPERTY, AND EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND RIGHTS AND REMEDIES UNDER THE PURCHASE AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VII
CONFIDENTIAL INFORMATION

Section 7.1 Confidentiality Obligations. The Parties shall not, and shall cause all other persons having access hereunder to information of the other Party that is known to, or should be reasonably understood by the receiving Party to be confidential, non-public or proprietary, ("Confidential Information") not to, disclose to any other person or use, except for purposes of this Agreement, any Confidential Information of the other Party; provided, however, that each Party may disclose Confidential Information of the other Party to its Affiliates and its and their representatives or agents and, in the case of Licensee or its Affiliates, to their respective sublicensees, on a need-to-know basis in connection with the performance of such Party's obligations or other permitted activities under this Agreement, provided that each such Affiliate, representative, agent or sublicensee is informed in writing in advance of the confidential nature of the Confidential Information and subject to a written confidentiality agreement containing confidentiality obligations on the Affiliate, representative, agent or sublicensee that are no less restrictive than the terms and conditions of this ARTICLE VII. In the event that a Party becomes legally compelled or becomes aware that any such Affiliate, representative, agent or sublicensee becomes legally compelled (based on advice of counsel) by deposition, interrogatory, request for documents subpoena, civil investigative demand or similar judicial or administrative process to disclose any Confidential Information of the other Party, such disclosing Party (to the extent legally permitted) shall provide the other Party with prompt prior written notice of such requirement, and, to the extent reasonably practicable, cooperate with the other Party (at such other Party's expense) to obtain a protective order or similar remedy to cause such Confidential Information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege. In the event that such protective order or other similar remedy is not obtained, the disclosing Party shall furnish only that portion of the Confidential Information that has been legally compelled and shall exercise its commercially reasonable efforts (at such other Party's expense) to obtain assurance that confidential treatment will be accorded such Confidential Information.

Section 7.2 Exclusions. Confidential Information shall not include information which (a) is now available to the public or which becomes available to the public other than as a result of disclosure by any person to whom such information is provided in connection with this Agreement, (b) is or becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party having lawful possession of such information without any obligation of confidentiality to the disclosing Party, or (c) has been independently acquired or developed by the receiving Party without violating any of its obligations under this Agreement or reliance on upon the other Party's Confidential Information.

Section 7.3 Representatives and Agents. Each Party shall cause its Affiliates, representatives and agents, and in the case of Licensee or its Affiliates, their respective sublicensees, to agree to be bound by the same restrictions on use and disclosure of Confidential Information as bind the Party in advance of the disclosure of any such Confidential Information to them. Each Party shall, and shall cause its Affiliates, representatives and agents, and in the case of Licensee or its Affiliates, their respective sublicensees, to, protect the Confidential Information of the other Party by using the same degree of care to prevent the unauthorized disclosure of such Confidential Information as the Party uses to protect its own confidential information of a like nature.

ARTICLE VIII
LIMITATION OF LIABILITY

Section 8.1 LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE IX AND LIABILITY ARISING OUT OF (a) A BREACH OF SECTIONS 2.3(b), 3.1, 3.7, OR 3.9, OR ARTICLE VII, OR (b) FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, EACH PARTY SPECIFICALLY DISCLAIMS ALL LIABILITY FOR AND SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, OR INTERRUPTIONS OF BUSINESS WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR RESULTING FROM THE HANDLING, MARKETING, SALE, DISTRIBUTION OR USE OF PRODUCTS BEARING OR OTHERWISE UTILIZING THE LICENSED INTELLECTUAL PROPERTY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

ARTICLE IX
INDEMNIFICATION

Section 9.1 Licensee Indemnification. Licensee shall indemnify, defend and hold harmless Licensor and its Affiliates, and each of its and their respective officers, directors, employees, representatives, agents, successors and assigns (each, a "Licensor Indemnitee") from and against any and all losses, damages, judgments, costs and expenses of whatever type or nature (including reasonable attorneys' fees and expenses, court costs, and other legal expenses) ("Damages") arising out of or relating to any third party, legal suit, claim, action or proceeding (each, an "Claim") based upon or arising from Licensee's and its Affiliates' and sublicensees' operation of their respective businesses, including the production, manufacture, marketing, sale and distribution of the Products in the Licensed Territory, except for any Claims to the extent that they arise or result from a breach by Licensor of its representations, warranties or obligations under this Agreement, or Claims to the extent that they arise or result from or otherwise constitute a breach of the representations and warranties of Sellers or the Companies in the Purchase Agreement.

Section 9.2 Notice of Indemnification Right. If a Claim by any third party is made against a Licensor Indemnitee, and if such Licensor Indemnitee intends to seek indemnity with respect thereto, Licensor shall promptly notify Licensee of such Claim in writing; provided, however, that any failure of Licensor to promptly notify Licensee of such Claim shall not relieve Licensee of its obligations pursuant to this ARTICLE IX except to the extent that such delay prevents or materially prejudices Licensee's ability to defend or resolve such Claim.

Section 9.3 Control of Defense. Licensee shall have the right to undertake, conduct, and control, through appropriate counsel of its own choosing, the settlement or defense of any Claim for which Licensee is required to indemnify the Licensor Indemnitees pursuant to this ARTICLE IX.

Section 9.4 Cooperation. Licensee shall, and Licensor shall cause the other Licensor Indemnitees to, pursuant to Licensee's instructions, use commercially reasonable efforts to assist Licensee in defending or settling any Claim for which Licensee is required to indemnify the Licensor Indemnitees under this Agreement, including joining any proceedings filed with the appropriate Governmental Authority as a party if necessary to maintain standing. Licensor shall have the right to be represented by its own counsel if joined as a party, at Licensee's expense. Licensor shall also have the right to participate in the defense of such Claim through its own counsel at Licensor's expense. Licensee shall keep Licensor informed of the status of, and its activities regarding, all such litigation or other legal proceedings. Licensee will not enter into any settlement (a) for Damages in respect of which Licensee is not obligated to indemnify Licensor, (b) that imposes or results in any injunctive or other conduct relief on, or entails an admission of any wrongdoing on the part of Licensor, or (c) is reasonably likely to materially adversely affect Licensor and/or its Affiliates' respective businesses, in each case of (a)-(c), without the Licensor's prior written consent (which shall not be unreasonably withheld, conditioned or delayed).

Section 9.5 Mitigation. The Parties shall reasonably cooperate with each other to mitigate or otherwise avoid or eliminate the basis for any indemnification claim under ARTICLE IX to the extent reasonably practicable.

ARTICLE X **SECURITY INTEREST**

As security for the protection of Licensee's license rights granted hereunder, Licensor hereby grants to Licensee a continuing security interest in and lien on the Licensed Intellectual Property issued, registered or applied for in the Licensed Territory existing as of the Effective Date (collectively, the "Collateral"), having priority over all other security interests related thereto, with power of sale. Licensee shall be entitled to exercise all rights, powers and remedies available to a secured party under the Uniform Commercial Code and other applicable Law with respect to such security interest, including foreclosure with respect to the Collateral, but solely in the event that a third party acquires or purports to acquire ownership of the Collateral, on a country by country basis, by transfer pursuant to an involuntary insolvency proceeding, enforcement of a judgment or granting or enforcement of any Encumbrance with respect to such Collateral. Licensee is hereby authorized to file one or more financing statements or other documents reasonably necessary to evidence the security interest granted hereunder against the Collateral, including recordal of the grant of such security interest against the registrations and applications to register the Licensed Intellectual Property, with the applicable office or agency located in the Licensed Territory as is necessary to perfect Licensee's security interest granted hereunder. The security interest granted hereunder shall immediately terminate with respect to Licensed Intellectual Property which rights under this Agreement are assigned by Licensee under Section 11.13 to a third party that is not an Affiliate of Licensee, with no further action being required by either Party upon such termination in accordance with the terms of this Agreement, and upon such termination, other than termination by Licensee in the event that ownership of the Licensed Intellectual Property with respect to a country in the Licensed Territory is transferred to Licensee as a result of Licensee's enforcement of its security interest with respect thereto pursuant to Article X below, Licensor is authorized to file any termination statement or other documentation necessary to evidence the release and termination of such security interest granted hereunder and Licensee grants to Licensor a power of attorney to execute and submit for recordal in its name all documents that may be necessary to effectuate the foregoing.

ARTICLE XI **MISCELLANEOUS**

Section 11.1 Force Majeure. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement during a Force Majeure Event (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, epidemics and pandemics, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of any applicable law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation; provided that such breaching Party makes commercially reasonable efforts to mitigate the effect of the Force Majeure Event. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party specifying the Force Majeure Event and the impact thereof on such Party's performance, and stating the period of time the occurrence is expected to continue, and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Section 11.2 Relationship of Parties. The Parties are independent contractors and nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, partnership, or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of licensor and licensee set forth herein.

Section 11.3 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand, (ii) on the second Business Day if sent by internationally recognized overnight courier or other similar delivery method, or (iii) on the date sent when sent by electronic mail transmission (with written confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, in each case, to the following physical and electronic mail addresses (or to such other physical and electronic mail address as a Party may have specified by notice pursuant to this provision):

if to Licensee:

Betterware de Mexico, S.A.P.I de C.V.
Cruce Carretera Guadalajara Ameca Huaxtla, Kilómetro 5,
Colonia El Arenal, El Arenal Jalisco, C.P. 45350.
Attention: Luis Campos
Email: camposlg@better.com.mx

with a copy (without constituting notice) to:

Greenberg Traurig, P.A.
333 S.E. 2nd Avenue, Suite 4400
Miami, Florida 33131
Attention: Antonio Peña / Manny Valcarcel
Email: Antonio@gtlaw.com / Manny.Valcarcel@gtlaw.com

if to Licensor:

Party IP Holdings LLC
1800 Pembroke Drive, Suite 300
Orlando, FL 32810
Attn: Chief Commercial Officer
Email: IP@tupperware.com & Legal@tupperware.com

with a copy (without constituting notice) to:

Dechert LLP
Three Bryant Park
1095 Avenue of the Americas
New York, New York 10036
Attention: Allan Brilliant;
David Cosgrove
E-Mail: allan.brilliant@dechert.com;
david.cosgrove@dechert.com

or to such other address for any Party as such Party shall hereafter designate by like notice. Rejection or other refusal to accept such notice, request or other communication, or the inability to deliver such notice, request or other communication because of a changed address for which no notice was given, shall be deemed to be receipt of such notice, request or other communication as of the date of such rejection, refusal or inability to deliver.

Section 11.4 Governing Law; Submission to Jurisdiction and Exclusive Venue.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof that would require or permit the application of the laws of another jurisdiction.

(b) Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon or arising out of this Agreement or the negotiation, execution, or performance of this Agreement or the transactions contemplated by this Agreement and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an “Agreement Dispute”) brought by any other Party or its successors or assigns will be brought and determined only exclusively in (x) the Chancery Court of the State of Delaware located in the State of Delaware, (y) if no such state court has proper jurisdiction, the Federal District Court for the District of Delaware located in Wilmington, Delaware or (z) if such federal court does not have jurisdiction, any state or federal court sitting in New Castle County, Delaware (together with the appellate courts thereof, the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Except as set forth in Section 11.4(c), each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 11.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(c) Notwithstanding anything herein to the contrary, (i) nothing in this Section 11.4 shall prohibit any Party from seeking or obtaining orders for conservatory or interim relief from any court of competent jurisdiction and (ii) each Party hereto agrees that any judgment issued by a Chosen Court may be recognized, recorded, registered or enforced in any jurisdiction in the world and waives any and all objections or defenses to the recognition, recording, registration or enforcement of such judgment in any such jurisdiction.

Section 11.5 Waiver of Jury Trial. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.5, (III) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (IV) MAKES THIS WAIVER VOLUNTARILY.

Section 11.6 Remedies.

(a) Except as otherwise provided in this Agreement, any and all remedies herein expressly conferred upon any Party will be deemed cumulative with and not exclusive of any other remedy expressly conferred hereby, and the exercise by any Party of any one such remedy will not preclude the exercise of any other such remedy.

(b) The Parties hereby expressly recognize and acknowledge that immediate, extensive and irreparable damage would result, no adequate remedy at law would exist and damages would be difficult to determine if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Each Party further acknowledges that a breach or violation of this Agreement cannot be sufficiently remedied by money damages alone and, accordingly, each Party shall be entitled, without the need to post a bond or other security, in addition to damages and any other remedies provided at law or in equity, to specific performance, injunctive and other equitable relief to enforce or prevent any violation. Each Party agrees not to oppose the granting of such equitable relief, and to waive, and to cause its representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

Section 11.7 Binding Effect. Subject to Section 11.13, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 11.8 Entire Agreement and Amendment. This Agreement, the Purchase Agreement and the other Ancillary Agreements, along with the Schedules and Exhibits hereto and thereto, constitute the entire agreement among the Parties hereto relating to the subject matter hereof, and supersede all prior agreements (written or oral), representations and understandings of the Parties, including, but not limited to any letter of intent, term sheet, non-disclosure agreement or related correspondence. No amendment, variation or modification of this Agreement or of any of the terms and provisions hereof shall be deemed valid unless in writing signed by both Parties.

Section 11.9 Waivers. No failure by any Party hereto to insist on the performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument signed by the Party that is entitled to the benefits of such waived terms or provisions. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

Section 11.10 Headings. Headings of clauses, articles, representations, sections and items are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

Section 11.11 Severability. If any provision set forth in this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, the other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement, the Purchase Agreement and the other Ancillary Agreements is not affected in any manner that is materially adverse to any Party to this Agreement. Upon such determination that any provision is invalid, illegal or incapable of being enforced by any law or public policy, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties to this Agreement as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement, the Purchase Agreement and the other Ancillary Agreements are consummated as originally contemplated by the Parties to this Agreement to the greatest extent possible.

Section 11.12 Fees and Costs. Except as otherwise expressly provided herein, each Party will pay its own fees, costs and expenses incurred in connection with this Agreement and the performance of its obligations hereunder, including the fees, costs and expenses of its financial advisors, accountants and counsel.

Section 11.13 Assignability; Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of law or otherwise, by any of the Parties without the prior written consent of the other Party; provided that, notwithstanding the foregoing, without the prior written consent of the other Party, (a) Licensee may assign, subject to providing prior written notice to Licensor, all or part of its rights and obligations under this Agreement to an Affiliate of Licensee or in connection with a sale or disposition of all or substantially all of the assets of its business, whether throughout the Licensed Territory or in part of the Licensed Territory, provided that in each case the assignee shall (i) not (x) be a Prohibited Person or be owned or controlled, directly or indirectly, 50% or more by one or more Prohibited Persons, (y) be organized in, located in, or ordinarily resident in any comprehensively sanctioned country or region (currently including, without limitation, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, Luhansk, Kherson, or Zaporizhzhia regions of Ukraine), or (z) cause any Party to violate U.S. sanctions laws in connection with this Agreement, (ii) assume all of Licensee's obligations under this Agreement related to the applicable acquired business and (iii) agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto as a condition to such sale, assignment or other transfer; and (b) Licensor may assign, subject to providing prior written notice to Licensee, all of its rights and obligations under this Agreement solely in connection with a sale or disposition of all or substantially all of its business, and in the event of any sale, assignment or other transfer of any ownership interest with respect to any of the Licensed Intellectual Property with respect to the Licensed Territory, Licensor shall assign this Agreement to the applicable purchaser, assignee or other transferee with respect to such Licensed Intellectual Property, and in each case shall require that such purchaser, assignee or other transferee assume all of Licensor's obligations under this Agreement with respect to such Licensed Intellectual Property and agree to be bound by the terms of this Agreement as if named as a "Party" hereto as a condition to such sale, assignment or other transfer. In such event, the selling, assigning, or transferring Party shall provide to the other Party a copy of such written assignment and assumption agreement or instrument executed by the applicable purchaser, assignee or other transferee. Any attempted assignment not in accordance with this Section 11.13 shall be void ab initio and shall have no legal effect. Notwithstanding the foregoing, Licensee and/or its Affiliates may, subject to the prior written notice to Licensor, collaterally assign its rights in this Agreement or grant a security interest or other Encumbrance with respect thereto to a lender in connection with obtaining financing for its business, in each case without the prior written consent being required from Licensor. Any such transfer or Encumbrance shall be subject to applicable regulatory or governmental administrative approvals, including any required filings with the applicable governmental body, and shall not impose any obligation or liability on Licensor or its Affiliates or adversely affect any of the Licensor's ownership interests in the Licensed Intellectual Property. The terms and conditions of this Agreement shall inure to the benefit of and are binding upon the respective successors and permitted assignees of the Parties. This Agreement is solely for the benefit of the Parties and nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

Section 11.14 Counterparts. This Agreement may be executed in several counterparts (including by facsimile, ".pdf," "DocuSign" or other electronic transmission), each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all the Parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 11.15 Interpretation. In this Agreement:

(a) Unless the context otherwise requires, when a reference is made in this Agreement to (i) Articles, Sections, Schedules or Exhibits, such reference shall be to an Article of, Section of, Schedule to or Exhibit to this Agreement; (ii) "paragraphs" or "clauses" shall be deemed references to separate paragraphs or clauses of the section or subsection in which the reference occurs; (iii) any Contract (including this Agreement) or Law shall be deemed references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions thereof); (iv) any reference to a Person shall also be deemed references to such Person's successors and permitted assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement, and in the case of any Governmental Authority, any Persons succeeding to its functions and capacities, and any reference to a Person in a particular capacity excludes such Person in any other capacity or individually; and (v) any Law shall be deemed references to all rules and regulations promulgated thereunder. Notwithstanding the foregoing, for purposes of any representations and warranties contained in this Agreement that are made as of a specific date or dates, references to any Law shall be deemed to refer to such Law, as amended as of such date or dates.

(b) Any capitalized term used in any Exhibit or Schedule but not otherwise defined therein will have the meaning given to such term in this Agreement.

(c) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) Unless the context otherwise requires, the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(e) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context clearly requires otherwise, words using the singular or plural number also include the plural or singular number, respectively and terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The word “or” shall not be exclusive, unless used in conjunction with “either” or the like. Each reference to “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if.”

(f) Any reference to “days” means calendar days unless Business Days are expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded but the relevant last day of such period shall be included and such period shall end at the end of such day or date. The phrases “the date of this Agreement,” “the date hereof” and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

(g) References to “dollars” or “\$” mean United States dollars, unless otherwise clearly indicated to the contrary. Any and all payments made pursuant to this Agreement shall be made in United States dollars.

(h) Each Party acknowledges that it has been represented by independent counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, such Party and its independent counsel have reviewed this Agreement, and that it has executed the same with consent and upon the advice of said counsel. Each Party and its counsel cooperated in the drafting and preparation of this Agreement, and any and all drafts relating thereto, shall be deemed the work product of the Parties and may not be construed against any Party by reason of its preparation. Accordingly, any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intentions of the Parties and this Agreement.

Section 11.16 Further Assurances. Licensor shall, upon Licensee's reasonable request and at Licensee's cost, execute and deliver all such further documents and instruments, and take all such further acts as reasonably necessary to give full effect to this Agreement. From the date hereof, Licensor shall exercise reasonable best efforts to, as soon as possible, (a) submit to the applicable Governmental Authority in the Licensed Territory for recordation all assignments and other documents and take such further action as is reasonably necessary to address and resolve any issues arising after submission of such assignments and other documents in order for such documents to be accepted and recorded by the applicable Governmental Authority as necessary for Licensor to be the owner of record of each item of registered or applied for Licensed Intellectual Property in the Licensed Territory, and (b) obtain and file documents necessary to release any and all security interests recorded against any Licensed Intellectual Property in the Licensed Territory that have not been released as of the date hereof.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BETTERWARE DE MÉXICO, S.A.P.I. DE C.V.

By: _____
Name: Luis Campos
Title: Chairman of the Board

PARTY IP HOLDINGS, LLC

By: _____
Name:
Title:

(Signature Page to Exclusive License Agreement)

EXHIBIT A

Licensed Territory

- Mexico
- Guatemala
- Honduras
- El Salvador
- Nicaragua
- Costa Rica
- Panama
- Colombia
- Venezuela
- Ecuador
- Peru
- Bolivia
- Chile
- Argentina
- Uruguay
- Paraguay
- Brazil
- Belize
- Guyana
- Suriname

EXHIBIT B
Licensed Intellectual Property.

A. Intellectual Property Owned by Sellers (all owned by Licensor):

1. Patents/Patent Applications.

See Attached Schedule A.1 Licensed Patents

2. Trademark Registrations/Applications.

See Attached Schedule A.2 Licensed Trademarks

3. Copyright Registrations/Applications.

None.

4. Domain Names.

- § cavsul.com.br - owned by Cav Sul
- § cavsul.com – owned by Party IP Holdings LLC
- § tupperware.com.br – owned by Dart Brazil
- § tuppmais.com.br – owned by Dart Brazil
- § lojavirtualtupperware.com.br – owned by Cav Sul
- § lojavirtualtupperware.com – owned by Cav Sul
- § <https://www.tupperware.com.mx/> - owned by Dart Mexico
- § <https://www.tupperware-mx.myshopify.com/> - owned by Dart Mexico

5. Social Media Account Handles.

- § <https://www.instagram.com/tupperwarebrasil/> - account holder – Dart Brazil
- § <https://www.facebook.com/TupperwareBrasil/> - account holder – Dart Brazil – and employee Isabela Coelho
- § <https://www.tiktok.com/@tupperwarebrasil> – account holder – Dart Brazil
- § <https://www.youtube.com/@TWBrasil> – account holder – Dart Brazil
- § <https://br.pinterest.com/tupperwarebrasil/> - account holder – Dart Brazil

- § https://www.instagram.com/mx_tupperware/ - current account holder – Dart Mexico
- § <https://www.instagram.com/mxtupperware/> - current account holder – Dart Mexico
- § <https://www.facebook.com/FamiliaTupperware/> - current account holder – Dart Mexico
- § <https://www.youtube.com/TUPPERWAREMEXICO> - current account holder – Dart Mexico
- § <https://www.tiktok.com/@mxtupperware> - current account holder – Dart Mexico
- § <https://x.com/MXTupperware> - current account holder – Dart Mexico
- § <https://mx.pinterest.com/mxtupperware/> - current account holder – Dart Mexico
- § <https://www.linkedin.com/company/tupperwaremexico/> - current account holder – Dart Mexico

6. Material Unregistered Intellectual Property

Unregistered Intellectual Property with respect to all inventions, designs, software and other works of authorship, including, to the extent applicable, website and social media content, molds, tooling and die designs, product catalogs, brochures and marketing materials, product, customer, supplier and re-seller databases, name and likeness rights, manufacturing processes, product material formulations, specifications, know-how, inventions, software source code, customer and supplier lists, pricing and cost information and other trade secrets owned by Licensor as of the Effective Date and necessary for, used or held for use in connection with the Tupperware business in the Licensed Territory as of the Effective Date.

EXHIBIT C
Pre-Existing License

MOLDS PURCHASE AGREEMENT

THIS MOLDS PURCHASE AGREEMENT (this "Agreement") is made and entered into as of _____, by and between Dart, S.A. de C.V., a *sociedad anónima de capital variable* duly incorporated and validly existing under the laws of Mexico ("Dart Mexico") and Party IP Holdings LLC, a Delaware limited liability company ("Party Licensor"). Dart Mexico and Party Licensor are each referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, reference is made to that certain Stock Purchase Agreement, dated as of January 19, 2026, by and among Tupperware Services México, S. de R.L. de C.V., Premiere Brands International Coöperatief U.A., Tupperware Brands Americas B.V. and Latin America Investments, Inc. (collectively, "Sellers"), Dart Mexico, Dart do Brasil Industria e Comercio Ltda. and Cav Sul Centro de Apoio de Vendas de Produtos Pessoais e Artigos para Lar Ltda. (collectively, "Companies"), and Betterware de México, S.A.P.I. de C.V. ("Purchaser"), pursuant to which, among other things, Purchaser acquired all of the issued and outstanding shares of capital stock of the Companies from Sellers (the "Purchase Agreement");

WHEREAS, in connection with the rights and obligations set forth in the Purchase Agreement, including a cash payment of \$10,000,000 (the "Cash Payment Amount") to be paid at Closing by Purchaser (on behalf of Dart Mexico) to Party Licensor for the purchase by Dart Mexico from Party Licensor of the molds and other equipment listed on Exhibit A attached hereto (the "Brazil and Mexico Molds") and the molds and other equipment listed on Exhibit B attached hereto (the "Other Molds") and together with the Brazil and Mexico Molds, the "Molds"), the Parties agreed to enter into this Agreement; and

WHEREAS, Party Licensor is the sole and exclusive owner of the Molds and desires to sell, assign and transfer the Molds to Dart Mexico, free and clear of all Encumbrances (other than Permitted Encumbrances) in exchange for the Cash Payment Amount to be paid by Purchaser (on behalf of Dart Mexico) at Closing, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants set forth below, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise set forth in this Agreement, each capitalized term used in this Agreement has the meaning given to such term in the Purchase Agreement.

2. Purchase, Sale and Transfer of Molds. Subject to the terms and conditions of this Agreement, Party Licensor hereby sells, transfers, conveys, assigns and delivers to Dart Mexico all of Party Licensor's right, title and interest in and to the Molds, free and clear of any Encumbrances (other than Permitted Encumbrances).

3. Purchase Price. The aggregate purchase price for the Molds purchased pursuant to Section 2 hereof shall be an aggregate amount equal to the Cash Payment Amount, payable by Purchaser (on behalf of Dart Mexico) at the Closing by electronic wire transfer of immediately available funds, to the account notified to Purchaser by Party Licensor and the Sellers' Representative prior to the date hereof, in accordance with the terms of the Purchase Agreement.

4. Delivery of Molds.

(a) Party Licensor shall cause the Brazil and Mexico Molds to be in the possession of Dart Mexico at the Closing, free and clear of any Encumbrances (other than Permitted Encumbrances), at Dart Mexico's principal place of business or any other location where Dart Mexico or any of the other Companies operate their respective businesses (collectively, "Dart Mexico's Premises").

(b) Party Licensor shall cause the Other Molds that are currently in the possession of Party Licensor or any of its controlled Affiliates to be at the Closing in the possession of Dart Mexico at Dart Mexico's Premises, free and clear of any Encumbrances (other than Permitted Encumbrances); provided that to the extent that such Other Molds are currently in the possession of Party Licensor or any of its controlled Affiliates outside of Brazil and Mexico, (i) Party Licensor shall cause such Other Molds to be as promptly as practicable after the Closing in the possession of Dart Mexico at Dart Mexico's Premises and (ii) all costs and expenses arising out of or related to delivering such Other Molds to Dart Mexico's Premises, including shipping costs, delivery fees, import or export charges or similar fees or Taxes due and payable thereunder, shall be split 50% each between Party Licensor and Dart Mexico.

(c) With respect to the Other Molds that have not been and are not in the possession of Party Licensor or any of its controlled Affiliates, Party Licensor shall cooperate with Dart Mexico and use its reasonable best efforts to cause such Other Molds to be as soon as practicable after the Closing in the possession of Dart Mexico, free and clear of any Encumbrances (other than Permitted Encumbrances), at Dart Mexico's Premises; provided that all costs and expenses arising out of or related to causing such Other Molds to be in the possession of Dart Mexico at Dart Mexico's Premises, including shipping costs, delivery fees, import or export charges or similar fees or Taxes due and payable thereunder, shall be split 50% each between Party Licensor and Dart Mexico; provided further that, to the extent that the four (4) Other Molds noted on Exhibit B attached hereto with an asterisk (*) are not in the possession of Party Licensor or any of its controlled Affiliates, "reasonable best efforts" of Party Licensor shall not require it or any of its controlled Affiliates to initiate any litigation or other similar judicial or regulatory proceeding or make any payment that is not required to be made by Party Licensor or any of its controlled Affiliates to Party Licensor's licensee in Argentina.

5. Further Assurances. From time to time, as and when requested by any Party hereto, the other Party shall execute, or cause to be executed, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, including actions on or after the Closing Date, as such Party may reasonably deem necessary or desirable to consummate the transactions contemplated under this Agreement.

6. Non-Solicitation.

(a) Party Licensor hereby covenants and agrees that, without Purchaser's prior written consent, for a period of three (3) years commencing on the Closing Date, it will not, and will cause its controlled Affiliates not to, directly or indirectly recruit, solicit for employment or employ, or solicit for engagement or engage, any of the Management Level Employees of Dart Mexico, Purchaser, or any of their controlled Affiliates, including, for the avoidance of doubt, the individuals listed or described on Exhibit C hereto (collectively, the "Purchaser Covered Employees"), it being understood and agreed that the foregoing shall not be deemed to prohibit (i) good faith general solicitations for employment not specifically directed at any Purchaser Covered Employee by means of general advertisements, public notices, or internal or external websites or job search engine; provided that any such Purchaser Covered Employee first initiated contact with Party Licensor or its controlled Affiliates in response to any such general solicitation without any direction or encouragement from any person acting for or on behalf of Party Licensor or its controlled Affiliates, or (ii) the hiring, soliciting or engaging of any Purchaser Covered Employee who has ceased to be employed by Purchaser, Dart Mexico or any of their controlled Affiliates and has not been employed or engaged by any of them for a period of ninety (90) days prior to such hiring, solicitation or engagement. For purposes of this Section 6, "Management Level Employees" shall mean employees in a managerial, supervisory, director, vice president, or executive-level capacity as of the Closing Date, including but not limited to employees with the title of Manager, Senior Manager, Director, Senior Director, Vice President, Senior Vice President, Executive Vice President, Chief Officer, or any equivalent or higher-ranking position, and who are responsible for supervising other employees, making significant decisions regarding business operations, or having authority over hiring, firing, or setting compensation for other employees.

(b) Dart Mexico hereby covenants and agrees that, without the Party Licensor's prior written consent, for a period of three (3) years commencing on the Closing Date, it will not, and will cause its controlled Affiliates (including Purchaser) not to, directly or indirectly recruit, solicit for employment or employ, or solicit for engagement or engage, any of the Management Level Employees of Party Licensor or any of its controlled Affiliates, or the individuals listed or described on Exhibit D hereto (collectively, the "Party Licensor Covered Employees"), it being understood and agreed that the foregoing shall not be deemed to prohibit (i) good faith general solicitations for employment not specifically directed at any Party Licensor Covered Employee by means of general advertisements, public notices, or internal or external websites or job search engine; provided that any such Party Licensor Covered Employee first initiated contact with Dart Mexico or its controlled Affiliates in response to any such general solicitation without any direction or encouragement from any person acting for or on behalf of Dart Mexico or its controlled Affiliates, or (ii) the hiring, soliciting or engaging any Party Licensor Covered Employee who has ceased to be employed by Dart Mexico or any of its controlled Affiliates and has not been employed or engaged by any of them for a period of ninety (90) days prior to such hiring, solicitation or engagement; provided that, in no event, shall any employees of Party Licensor or any of its controlled Affiliates located in Mexico be considered "Party Licensor Covered Employees" for the purposes of this Section 6.

(c) Each Party further acknowledges and confirms that the provisions of this Section 6 are reasonable and necessary to protect the interests of the other Party, that any violation of this Section 6 will result in an immediate, irreparable injury to the other Party, and that damages at law would not be reasonable or adequate compensation to the other Party for violation of this Section 6. In addition to any other available remedies, each Party acknowledges and confirms that the other Party shall be entitled to have the provisions of this Section 6 specifically enforced by preliminary and permanent injunctive relief without the necessity of proving actual damages or posting a bond or other security. In the event that any or all of the provisions of this Section 6 shall be adjudicated to be invalid or unenforceable, such provision shall be amended to reduce the time period or otherwise amended as is necessary to cause such provision to be valid or enforceable, and such amendment shall apply only with respect to the operation of this provision in the particular jurisdiction in which such adjudication is made.

(d) The provisions of this Section 6 shall inure to the benefit of Purchaser and Party Products Holdings LLC, it being understood that Purchaser and Party Products Holdings LLC are intended to be third party beneficiaries of the provisions of this Section 6 with full rights of enforcement.

7. Miscellaneous. The Parties further agree as follows:

(a) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand, (ii) on the second Business Day if sent by internationally recognized overnight courier or other similar delivery method, or (iii) on the date sent when sent by electronic mail transmission (with written confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, in each case, to the following physical and electronic mail addresses (or to such other physical and electronic mail address as a Party may have specified by notice pursuant to this provision):

if to Dart Mexico:
c/o Betterware de Mexico, S.A.P.I de C.V.
Cruce Carretera Guadalajara Ameca Huaxtla, Kilómetro 5,
Colonia El Arenal, El Arenal Jalisco, C.P. 45350.
Attention: Luis Campos
Email: camposlg@better.com.mx

with a copy (without constituting notice) to:

Greenberg Traurig, P.A.
333 E. 2nd Avenue, Suite 4400
Miami, Florida 33131
Attention: Antonio Peña
Email: Antonio@gtlaw.com

if to Party Licensor:
Party IP Holdings LLC
1800 Pembroke Drive, Suite 300
Orlando, FL 32810
Attn: Chief Commercial Officer
Email: IP@tupperware.com & Legal@tupperware.com

with a copy (without constituting notice) to:

Dechert LLP
Three Bryant Park
1095 Avenue of the Americas
New York, New York 10036
Attention: Allan Brilliant; David Cosgrove
E-Mail: allan.brilliant@dechert.com; david.cosgrove@dechert.com

or to such other address for any Party as such Party shall hereafter designate by like notice. Rejection or other refusal to accept such notice, request or other communication, or the inability to deliver such notice, request or other communication because of a changed address for which no notice was given, shall be deemed to be receipt of such notice, request or other communication as of the date of such rejection, refusal or inability to deliver.

(b) Governing Law; Submission to Jurisdiction and Exclusive Venue.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof that would require or permit the application of the laws of another jurisdiction. It is understood that the United Nations Convention on International Contracts for the Sale of Goods does not apply to this Agreement.

(ii) Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon or arising out of this Agreement or the negotiation, execution, or performance of this Agreement or the transactions contemplated by this Agreement and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an "Agreement Dispute") brought by any other Party or its successors or assigns will be brought and determined only exclusively in (x) the Chancery Court of the State of Delaware located in the State of Delaware, (y) if no such state court has proper jurisdiction, the Federal District Court for the District of Delaware located in Wilmington, Delaware or (z) if such federal court does not have jurisdiction, any state or federal court sitting in New Castle County, Delaware (together with the appellate courts thereof, the "Chosen Courts"), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Except as set forth in Section 7(b)(iii), each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 7(a). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

(iii) Notwithstanding anything herein to the contrary, (x) nothing in this Section 7(b) shall prohibit any Party from seeking or obtaining orders for conservatory or interim relief from any court of competent jurisdiction and (y) each Party hereto agrees that any judgment issued by a Chosen Court may be recognized, recorded, registered or enforced in any jurisdiction in the world and waives any and all objections or defenses to the recognition, recording, registration or enforcement of such judgment in any such jurisdiction.

(c) Waiver of Jury Trial. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7(c), (III) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (IV) MAKES THIS WAIVER VOLUNTARILY.

(d) Remedies.

(i) Except as otherwise provided in this Agreement, any and all remedies herein expressly conferred upon any Party will be deemed cumulative with and not exclusive of any other remedy expressly conferred hereby, and the exercise by any Party of any one such remedy will not preclude the exercise of any other such remedy.

(ii) The Parties hereby expressly recognize and acknowledge that immediate, extensive and irreparable damage would result, no adequate remedy at law would exist and damages would be difficult to determine if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Each Party further acknowledges that a breach or violation of this Agreement cannot be sufficiently remedied by money damages alone and, accordingly, each Party shall be entitled, without the need to post a bond or other security, in addition to damages and any other remedies provided at law or in equity, to specific performance, injunctive and other equitable relief to enforce or prevent any violation. Each Party agrees not to oppose the granting of such equitable relief, and to waive, and to cause its representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

(e) Binding Effect. Subject to Section 7(k) below, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(f) Entire Agreement and Amendment. This Agreement, the Purchase Agreement and the other Ancillary Agreements, along with the Schedules and Exhibits hereto and thereto, constitute the entire agreement among the Parties hereto relating to the subject matter hereof, and supersede all prior agreements (written or oral), representations and understandings of the Parties, including, but not limited to any letter of intent, term sheet, non-disclosure agreement or related correspondence. No amendment, variation or modification of this Agreement or of any of the terms and provisions hereof shall be deemed valid unless in writing signed by both Parties.

(g) Waivers. No failure by any Party hereto to insist on the performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument signed by the Party that is entitled to the benefits of such waived terms or provisions. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

(h) Headings. Headings of clauses, articles, representations, sections and items are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

(i) Severability. If any provision set forth in this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, the other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement and the other Ancillary Agreements is not affected in any manner that is materially adverse to any Party to this Agreement. Upon such determination that any provision is invalid, illegal or incapable of being enforced by any law or public policy, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties to this Agreement as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement, the Purchase Agreement and the other Ancillary Agreements are consummated as originally contemplated by the Parties to this Agreement to the greatest extent possible.

(j) Fees and Costs. Except as otherwise expressly provided herein, each Party will pay its own fees, costs and expenses incurred in connection with this Agreement and the performance of its obligations hereunder, including the fees, costs and expenses of its financial advisors, accountants and counsel.

(k) Assignability; Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of law or otherwise, by any of the Parties without the prior written consent of the other Party. Any attempted assignment not in accordance with this Section 7(k) shall be void. This Agreement is solely for the benefit of the Parties and nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

(l) Counterparts. This Agreement may be executed in several counterparts (including by facsimile, “.pdf,” “DocuSign” or other electronic transmission), each of which shall be deemed an original and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all the Parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

(m) Interpretation. In this Agreement:

(i) Unless the context otherwise requires, when a reference is made in this Agreement to (a) Sections or Exhibits, such reference shall be to an Section of, or Exhibit to this Agreement; (b) “paragraphs” or “clauses” shall be deemed references to separate paragraphs or clauses of the section or subsection in which the reference occurs; (c) any Contract (including this Agreement) or Law shall be deemed references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions thereof); (d) any reference to a Person shall also be deemed references to such Person’s successors and permitted assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement, and in the case of any Governmental Authority, any Persons succeeding to its functions and capacities, and any reference to a Person in a particular capacity excludes such Person in any other capacity or individually; and (e) any Law shall be deemed references to all rules and regulations promulgated thereunder. Notwithstanding the foregoing, for purposes of any representations and warranties contained in this Agreement that are made as of a specific date or dates, references to any Law shall be deemed to refer to such Law, as amended as of such date or dates.

(ii) Any capitalized term used in any Exhibit but not otherwise defined therein will have the meaning given to such term in this Agreement.

(iii) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(iv) Unless the context otherwise requires, the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.

(v) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context clearly requires otherwise, words using the singular or plural number also include the plural or singular number, respectively and terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The word “or” shall not be exclusive, unless used in conjunction with “either” or the like. Each reference to “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if.”

(vi) Any reference to “days” means calendar days unless Business Days are expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded but the relevant last day of such period shall be included and such period shall end at the end of such day or date. The phrases “the date of this Agreement,” “the date hereof” and terms of similar import, unless the context otherwise requires, shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

(vii) References to “dollars” or “\$” mean United States dollars, unless otherwise clearly indicated to the contrary. Any and all payments made pursuant to this Agreement shall be made in United States dollars.

(viii) Each Party acknowledges that it has been represented by independent counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, such Party and its independent counsel have reviewed this Agreement, and that it has executed the same with consent and upon the advice of said counsel. Each Party and its counsel cooperated in the drafting and preparation of this Agreement, and any and all drafts relating thereto, shall be deemed the work product of the Parties and may not be construed against any Party by reason of its preparation. Accordingly, any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intentions of the Parties and this Agreement.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have executed this Molds Purchase Agreement to be effective as of the date first written above.

DART MEXICO:

Dart, S.A. de C.V.

By: _____

Name: Miguel Ángel Zúñiga Hernández

Title: Legal Representative

PARTY LICENSOR:

Party IP Holdings LLC

By: _____

Name:

Title:

EXHIBIT A

Schedule of Brazil and Mexico Molds

(See attached)

EXHIBIT B

Schedule of Other Molds

(See attached)

EXHIBIT C

Other Purchaser Covered Employees

(i) Paola Kiwi, (ii) any employee of the Companies or any of their Affiliates that reports directly to Paola Kiwi as of the Closing Date, and (iii) any employee of the Companies or any of their Affiliates that reports directly to the Persons included in item (ii) as of the Closing Date.

EXHIBIT D

Other Party Licensor Covered Employees

The individuals holding the following titles as of the Closing Date:

SVP, Chief Information Officer
Global Linux
CNC Programmer
IDT Global Infrastructure Manager
Chief Technology Officer
Senior Project Coordinator
Data Warehouse Engineer
Global Architecture Director
VP, Information Tech Unit

**CERTIFICATION BY THE PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Andres Campos Chevallier, certify that:

1. I have reviewed this annual report on Form 20-F of Betterware de México, S.A.P.I. de C.V.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

By: /s/ Andres Campos Chevallier

Name: Andres Campos Chevallier

Title: Chief Executive Officer

Dated: April 30, 2026

**CERTIFICATION BY THE PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Raúl Luis Del Villar Zanella, certify that:

1. I have reviewed this annual report on Form 20-F of Betterware de México, S.A.P.I. de C.V.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;
4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

By: /s/ Raúl Luis Del Villar Zanella

Name: Raúl Luis Del Villar Zanella

Title: Chief Financial Officer

Dated: April 30, 2026

**CERTIFICATION BY THE PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Betterware de México, S.A.P.I. de C.V. (the "Company") on Form 20-F for the fiscal year ended December 31, 2025, as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), I, Andres Campos Chevallier, Chief Executive Officer, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the U.S. Sarbanes-Oxley Act of 2002, that to my knowledge:

- (i) the Report fully complies with the requirements of Section 13(a) or 15(d) of the U.S. Securities Exchange Act of 1934; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Andres Campos Chevallier

Name: Andres Campos Chevallier

Title: Chief Executive Officer

Date: April 30, 2026

**CERTIFICATION BY THE PRINCIPAL FINANCIAL OFFICER PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Betterware de México, S.A.P.I. de C.V. (the "Company") on Form 20-F for the fiscal year ended December 31, 2025, as filed with the U.S. Securities and Exchange Commission on the date hereof (the "Report"), I, Raúl Luis Del Villar Zanella, Chief Financial Officer, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the U.S. Sarbanes-Oxley Act of 2002, that to my knowledge:

- (i) the Report fully complies with the requirements of Section 13(a) or 15(d) of the U.S. Securities Exchange Act of 1934; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Raúl Luis Del Villar Zanella

Name: Raúl Luis Del Villar Zanella

Title: Chief Financial Officer

Date: April 30, 2026