

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

Debtor AgileThought, Inc.

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

Case number 23-11305

**Official Form 410  
Proof of Claim**

**04/22**

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

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

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

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

**Part 1: Identify the Claim**

<p><b>1. Who is the current creditor?</b></p>	<p><u>AGS Group LLC</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p><b>2. Has this claim been acquired from someone else?</b></p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p><b>3. Where should notices and payments to the creditor be sent?</b></p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p><b>Where should notices to the creditor be sent?</b></p> <p><u>AGS Group LLC</u> <u>Mauricio Rioseco</u> <u>907 Rancd Road 620 S Suite 302</u> <u>Lakeway, Texas 78734, United States</u></p> <p>Contact phone <u>7372177680</u></p> <p>Contact email <u>mauricio.rioseco@rw.com.mx</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p>Contact phone _____</p> <p>Contact email _____</p>
<p><b>(see summary page for notice party information)</b></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>		
<p><b>4. Does this claim amend one already filed?</b></p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p><b>5. Do you know if anyone else has filed a proof of claim for this claim?</b></p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Who made the earlier filing? <u>Antonio Garcia GS</u></p>	



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

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

7. How much is the claim? \$ 885199.79. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

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

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

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



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

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

No

Yes. Check all that apply:

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

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

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

No

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

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

**Part 3: Sign Below**

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

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

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

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

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

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

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

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

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

Executed on date 10/04/2023  
MM / DD / YYYY

/s/Mauricio J Rioseco Orihuela  
Signature

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

Name Mauricio J Rioseco Orihuela  
First name Middle name Last name

Title Manager

Company AGS Group LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

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



# KCC ePOC Electronic Claim Filing Summary

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

<b>Debtor:</b> 23-11305 - AgileThought, Inc.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> AGS Group LLC Mauricio Rioseco 907 Rancd Road 620 S Suite 302  Lakeway, Texas, 78734 United States <b>Phone:</b> 7372177680 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> mauricio.rioseco@rw.com.mx	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded	
	<b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> Yes <b>Related Claim Filed By:</b> Antonio Garcia GS	
<b>Filing Party:</b> Creditor		
<b>Disbursement/Notice Parties:</b> Antonio García  Avenida Santa Fe 505 Piso 1 MZ 2B  Cuajimalpa, Ciudad de , 05348 Mexico <b>Phone:</b> +52 55 2803 7329 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> tonogarciag@gmail.com		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> Yes	
	<b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Unsecured promissory note	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 885199.79	<b>Includes Interest or Charges:</b> Yes	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No	<b>Nature of Secured Amount:</b>	
<b>Amount of 503(b)(9):</b> No	<b>Value of Property:</b>	
<b>Based on Lease:</b> No	<b>Annual Interest Rate:</b>	
<b>Subject to Right of Setoff:</b> No	<b>Arrearage Amount:</b>	
	<b>Basis for Perfection:</b>	
	<b>Amount Unsecured:</b>	
<b>Submitted By:</b> Mauricio J Rioseco Orihuela on 04-Oct-2023 11:44:05 a.m. Eastern Time  <b>Title:</b> Manager  <b>Company:</b> AGS Group LLC		

March 9, 2023

AGS GROUP LLC  
907 Ranch Road 620 South,  
Suite 302  
Lakeway, Texas 78734

**Re: AGS Promissory.**

Ladies and Gentlemen:

Reference is hereby made to that certain (i) SECOND AMENDED AND RESTATED SUBORDINATED PROMISSORY NOTE, dated as of January 31, 2023, between AGILETHOUGHT, INC., as borrower (the "Company") and AGS GROUP LLC, as lender (the "Lender") (the "AGS Promissory Note"), and (ii) REGISTRATION RIGHTS AGREEMENT, dated as February 9, 2023, by and among the Company and each of the Holders (as defined within the Registration Rights Statement) party thereto (the "Registration Rights Agreement"). Capitalized terms used but not defined herein this letter agreement (this "Letter Agreement") shall have the meaning ascribed to such terms in the AGS Promissory Note or the Registration Rights Statement, as applicable.

1. AGS Debt Payment. Pursuant to Section 1 and 3 of the AGS Promissory Note, the Company is required to repay in full the aggregate principal outstanding amount of the Loan and the Accrued Interest on March 31, 2023 (the "March 31 Payments"). The Company and the Lender hereby agree that: (i) the Company will not be required to make the March 31 Payments on the Maturity Date and (ii) that the Company not making the March 31 Payments will not constitute a default or Event of Default under the AGS Promissory Note.
2. Lock-up Period. Pursuant Section 2.1 of the Registration Rights Agreement, the AGS Lock-up Period will expire on March 31, 2023, at which point the Company shall, upon the terms and subject to the conditions set forth in the Registration Rights Agreement and provided that the Company is not otherwise restricted from doing so, (i) file a Registration Statement for a shelf registration under Rule 415 of the Securities Act on Form S-1 or, if the Company is eligible to use a Registration Statement on Form S-3, a shelf registration statement under Rule 415 of the Securities Act on Form S-3, in each case, covering the resale of all the Registrable Securities (determined as of two Business Days prior to such filing) on a delayed or continuous basis, and (ii) use its reasonable commercial efforts to complete the process agreed for the shelf-registration pursuant to Section 2.1 of the Registration Rights Agreement. The Company will initiate the shelf registration described above in accordance with the terms of the Registration Rights Agreement.
3. No Amendment; Novation; Modification. Nothing contained herein shall be construed as a novation, substitution, amendment or modification of (i) AGS Promissory Note or (ii) the Registration Rights Agreement.
4. Further Assurances; Assignment; Binding Agreement. The parties hereto shall cooperate in good faith to promptly take any additional steps or to complete and execute any additional documents necessary or appropriate to carry out or to perform the provisions of this Letter Agreement. This Letter Agreement shall be binding upon and

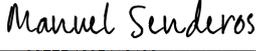
shall inure to the benefit of the successors, assigns, and beneficiaries of the respective parties to this Letter Agreement.

5. Counterparts. This Letter Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. All counterpart signature pages shall have the same force and effect as though all of the signers had signed a single signature page. Signatures by facsimile, .pdf, or electronic signature are as binding and valid as an original signature. A copy of this Letter Agreement shall be deemed as binding and valid as an original.
6. Governing Law. This Letter Agreement shall be governed by the laws of the State of New York (without regard to conflict of law principles).

*[Signature Page Follows]*

Very truly yours,

AGILETHOUGHT, INC.

DocuSigned by:  
By:   
Name: Manuel Senderos  
Title: chairman & CEO

AGS GROUP LLC

DocuSigned by:  
By:   
Name: Mauricio Rioseco  
Title: Managing Partner

## CANCELLATION AND TERMINATION OF PROMISSORY NOTE

THIS CANCELLATION AND TERMINATION OF PROMISSORY NOTE (this “**Cancellation**”) is made as of January 31, 2023, by and between AGILETHOUGHT, INC., a Delaware Corporation (“**Debtor**”), and AGS GROUP LLC, a Texas limited liability company (“**Lender**”).

### RECITALS

WHEREAS, Debtor entered into that certain Amended and Restated Subordinated Promissory Note, dated as of May 19, 2022 (the “**Promissory Note**”), in favor Lender; and

WHEREAS, Lender desires to cancel the Promissory Note, terminate all of its right, title and interest in and to the Promissory Note, and Debtor desires to acknowledge such cancellation and termination.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits, promises, obligations and agreements contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Cancellation and Termination of the Promissory Note. Lender hereby cancels and terminates the Promissory Note, and hereby acknowledges and agrees that the Promissory Note shall be of no further force or effect. Lender hereby acknowledges and agrees that there are no remaining unpaid amounts or other obligations due, payable or otherwise owed under the Promissory Note pursuant to the terms of the Promissory Note as of the date hereof, whether owed by Debtor or any other party, including any outstanding principal or interest. Each of Lender and Debtor hereby acknowledges that any and all rights or obligations it may have with respect to the Promissory Note are hereby terminated, cancelled and extinguished.

2. Further Assurances. The parties hereto shall cooperate in good faith to promptly take any additional steps or to complete and execute any additional documents necessary or appropriate to carry out or to perform the provisions of this Cancellation.

3. Assignment; Binding Agreement. This Cancellation shall be binding upon and shall inure to the benefit of the successors, assigns, and beneficiaries of the respective parties to this Cancellation.

4. Counterparts. This Cancellation may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. All counterpart signature pages shall have the same force and effect as though all of the signers had signed a single signature page. Signatures by facsimile, .pdf, or electronic signature are as binding and valid as an original signature. A copy of this Cancellation shall be deemed as binding and valid as an original.

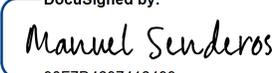
5. Governing Law. This Cancellation shall be governed by the laws of the State of New York (without regard to conflict of law principles).

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Cancellation as of the date set forth above.

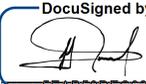
**DEBTOR:**

AGILETHOUGHT, INC.

DocuSigned by:  
By:   
98F7D4297412499...  
Name: Manuel Senderos  
Title: President

**LENDER:**

AGS GROUP LLC

DocuSigned by:  
By:   
5EAB50DEC6234AE...  
Name: Mauricio Rioseco  
Title: Manager

*[Signature Page to Cancellation and Termination of Promissory Note]*

## SECOND AMENDED AND RESTATED SUBORDINATED PROMISSORY NOTE

\$775,931.61

January 31, 2023

For Value Received, **AGILETHOUGHT, INC.**, a Delaware corporation (“**Borrower**”), hereby promises to pay to the order of **AGS GROUP LLC**, a Texas limited liability company (“**Lender**”), in lawful money of the United States of America and in immediately available funds, the principal amount of \$775,931.61 (the “**Loan**”), together with accrued and unpaid interest thereon, each due and payable on the dates and in the manner set forth below.

This Second Amended and Restated Subordinated Promissory Note (“**Note**”) amends and restates in its entirety the Amended and Restated Subordinated Promissory Note, dated May 19, 2022 (the “**Amended Note**”), made by Borrower to the order of Lender, and the provisions of this Amended and Restated Subordinated Promissory supersede in their entirety the provisions of the Amended Note.

1. **Principal Repayment.** The outstanding principal amount of the Loan shall be due and payable on March 31, 2023 (the “**Maturity Date**”), subject to Section 7 below.

2. **Accrued Interest.** The amount of interest on the Loan accrued to (but not including) January 31, 2023 is equal to \$109,268.18 (the “**Accrued Interest**”).

3. **Interest and Prepayments.**

(a) The Borrower promises to pay the Accrued Interest in full on the Maturity Date.

(b) Borrower further promises to pay interest on the outstanding principal amount of the Loan, and on the outstanding amount of the Accrued Interest, during the period commencing on January 31, 2023 until payment in full at a rate per annum equal to 20%. Interest shall be due and payable in arrears on the Maturity Date, and shall be calculated on the basis of a 365-day year for the actual number of days elapsed.

(c) Borrower may prepay any amounts due under this Note without premium or penalty.

4. **Place of Payment.** All amounts payable hereunder shall be payable at the below listed office of Lender, unless another place of payment shall be specified in writing by the Lender.

5. **Application of Payments.** Payment on this Note shall be applied first to accrued interest, and thereafter to the outstanding principal balance hereof.

6. **Default.** Each of the following events shall be an “**Event of Default**” hereunder:

(a) Borrower fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any accrued interest or other amounts due under this Note on the date the same becomes due and payable or within three (3) business days thereafter;

(b) Borrower files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

(c) An involuntary petition is filed against Borrower (unless such petition is dismissed or discharged within sixty (60) days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of Borrower.

Upon the occurrence of an Event of Default hereunder, all unpaid principal, accrued interest and other amounts owing hereunder shall, at the option of Lender, and, in the case of an Event of Default pursuant to (b) or (c) above, automatically, be immediately due, payable and collectible by Lender pursuant to applicable law.

7. **Subordination.** The indebtedness evidenced by this Note is hereby expressly subordinated in right of payment to the prior payment in full of the Senior Indebtedness to the extent and in the manner set forth in the Subordination Agreement. As used in this Note:

“*Senior Indebtedness*” shall mean the principal of, unpaid interest on and amounts reimbursable, fees, expenses, costs of enforcement and other amounts due in connection with each of the (i) Financing Agreement, dated as of May 27, 2022, among Borrower, certain affiliates of Borrower, the Lenders referred to therein and Blue Torch Finance LLC, as Administrative Agent and Collateral Agent (as amended by that certain Amendment No. 1 to Financing Agreement, dated as of August 10, 2022, that certain Amendment No. 2 to Financing Agreement, dated as of November 1, 2022, this Amendment, that certain Amendment No. 3 to Financing Agreement, dated as of December 19, 2022, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Financing Agreement*”), and (ii) Credit Agreement, dated as of November 22, 2021, among Borrower, certain affiliates of Borrower, the Lenders referred to therein and GLAS USA LLC, as administrative agent, and GLAS Americas LLC, as collateral agent (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of December 9, 2021, that certain Amendment No. 2 to Credit Agreement, dated as of March 30, 2022, that certain Amendment No. 3 to Credit Agreement, dated as of May 27, 2022, that certain Amendment No. 4 to Credit Agreement, dated as of August 10, 2022, that certain Amendment No. 5 to Credit Agreement, dated as of November 1, 2022, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

“*Subordination Agreement*” shall mean the Subordination Agreement, dated as of June 24, 2021, among Borrower, certain affiliates of Borrower, Lender and Blue Torch Finance LLC, as Administrative Agent (as successor to Monroe Capital Management Advisors, LLC, as Administrative Agent).

8. **Waiver.** Borrower waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including, without limitation, reasonable attorneys’ fees, costs and other expenses.

The right to plead any and all statutes of limitations as a defense to any demands hereunder is hereby waived to the full extent permitted by law.

9. **Conditions to Effectiveness.** To guaranty the obligations set forth in this Note, the Lender and Borrower shall use reasonable commercial efforts to amend the Subordinated Debt Documents (as defined in the Subordination Agreement) to allow for the issuance by the Borrower of Equity Interests (as defined in the Refinancing Senior Debt Documents referenced in the Subordination Agreement) in favor of the Lender as collateral.

10. **Governing Law.** This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

11. **Successors and Assigns.** The provisions of this Note shall inure to the benefit of and be binding on any successor to Borrower and shall extend to any holder hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Note to be executed and delivered as of the date set forth on the first page.

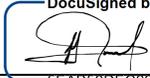
**DEBTOR:**

AGILETHOUGHT, INC.

DocuSigned by:  
By: Manuel Senderos  
98F7D4297412499...  
Name: Manuel Senderos  
Title: President

**LENDER:**

AGS GROUP LLC

DocuSigned by:  
By:   
5EAB50DEC8234AE...  
Name: Mauricio Rioseco  
Title: Chief Executive Officer

**Address for Notices:**

907 Ranch Road 620 South  
Suite 302  
Lakeway, Texas 78734  
Attention: Mauricio Rioseco  
Email: [Mauricio.Rioseco@rw.com.mx](mailto:Mauricio.Rioseco@rw.com.mx)

**Certificate Of Completion**

Envelope Id: ECD0E7DD07F04DFE8424E19E6D40A554	Status: Completed
Subject: Complete with DocuSign: AgileThought - Cancellation Termination of AGS Promissory Note (MB Dra...	
Source Envelope:	
Document Pages: 7	Signatures: 4
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Diana Abril
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2502 N. Rocky Point Dr. Suite 960
	Tampa, FL 33607
	diana.abril@agilethought.com
	IP Address: 98.242.240.173

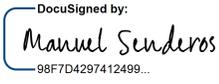
**Record Tracking**

Status: Original	Holder: Diana Abril	Location: DocuSign
1/31/2023 7:57:43 PM	diana.abril@agilethought.com	

**Signer Events**

Signer Events	Signature	Timestamp
Mauricio Rioseco mauricio.rioseco@rw.com.mx Manager AI4Sec, Inc. Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>5EAB50DEC6234AE...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 213.8.57.158 Signed using mobile</p>	<p>Sent: 1/31/2023 8:01:55 PM Resent: 2/1/2023 6:24:47 AM Resent: 2/1/2023 6:26:53 AM Viewed: 2/1/2023 6:28:12 AM Signed: 2/1/2023 6:28:51 AM</p>

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Manuel Senderos manuel.senderos@agilethought.com Chairman & CEO Agilethought Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>98F7D4297412499...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 185.255.130.17 Signed using mobile</p>	<p>Sent: 2/1/2023 6:28:53 AM Resent: 2/1/2023 6:55:18 AM Viewed: 2/1/2023 7:03:55 AM Signed: 2/1/2023 7:04:07 AM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Diego Zavala diego.zavala@agilethought.com Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 2/1/2023 7:04:11 AM
-------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------	---------------------------

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	1/31/2023 8:01:56 PM
Certified Delivered	Security Checked	2/1/2023 7:03:55 AM
Signing Complete	Security Checked	2/1/2023 7:04:07 AM
Completed	Security Checked	2/1/2023 7:04:11 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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January 30, 2023

AGS Group LLC  
907 Ranch Road 620 South, Suite 302  
Lakeway, Texas 78734

Re. AGS Subordinated Promissory Note – Waiver Request

Reference is made to that certain (i) Amended and Restated Subordinated Promissory Note, dated as of May 19, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Promissory Note”), by AgileThought, Inc. (the “Borrower”) in favor of AGS Group LLC (the “Lender”) and (ii) Subordination Agreement, dated as of June 24, 2021, among the Borrower, certain affiliates of the Borrower, Lender and Blue Torch Finance LLC, as administrative Agent (as successor to Monroe Capital Management Advisors, LLC, as administrative agent) (as amended, amended and restated, supplemented or otherwise modified from time to time) (the “AGS Subordination Agreement”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Promissory Note.

In accordance with Section 1 (*Principal Repayment*) of the Promissory Note, the repayment of principal is scheduled to occur on January 31, 2023 (the “Maturity Date”). The Borrower anticipates that it will not be able to repay the facility on the Maturity Date (the “Specified Default”), and as required by Section 8 of the Promissory Note (*Waiver*), the Borrower hereby requests the Lender to waive, and by executing a counterpart of this letter, the Lender hereby waives, for a period commencing on the date hereof and ending on March 31, 2023 (the “Expiration Date”), the obligation to repay the facility on the Maturity Date and the related Specified Default.

The Borrower and the Lender hereby agree to use their reasonable commercial efforts to (a) prepare and execute amended Subordinated Debt Documents (as defined in the AGS Subordination Agreement) to permit (i) the extension of the Maturity Date and repayment in full of the Subordinated Debt (as defined in the AGS Subordination Agreement) by March 31, 2023 and (ii) the issuance by AgileThought, Inc. of Equity Interests (as defined in the Refinancing Senior Debt Documents referenced in the AGS Subordination Agreement) as collateral (which for the avoidance of doubt is not restricted by the Refinancing Senior Debt Documents (as defined in the AGS Subordination Agreement), and (b) obtain BTC’s consent, which shall be required to amend such Subordinated Debt Documents (as defined in the AGS Subordination Agreement) as described herein.

This waiver shall become effective on the date in which the Lender has executed a counterpart. After giving effect to this letter, the Promissory Note and all other Subordinated Debt Documents (as defined in the AGS Subordination Agreement) shall remain in full force and effect and are hereby ratified, approved and confirmed in each and every respect. The waiver set forth herein is limited as written, and except as specifically provided in this letter, no other amendments, waivers, revisions or changes to the terms of the Promissory Note or any other Subordinated Debt Documents (as defined in the AGS Subordination Agreement) shall be made or permitted hereby. The parties hereto hereby acknowledge and agree that this letter shall constitute a Subordinated Debt Documents (as defined in the AGS Subordination Agreement) for all purposes of the letter and the other Subordinated Debt Documents (as defined in the AGS Subordination Agreement).

THIS LETTER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (NOT INCLUDING SUCH STATE’S CONFLICT OF LAWS PROVISIONS

OTHER THAN SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This letter may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed an original, but all such counterparts shall together constitute but one and the same letter.

*[Signatures on following pages]*

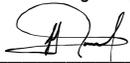
Sincerely,

**AGILETHOUGHT, INC.**, as Borrower

DocuSigned by:  
By: *Diana Abril*  
Name: Diana Abril  
Title: CLO

Accepted and Agreed:

**AGS GROUP LLC**, as Lender

DocuSigned by:  
By:   
Name: Mauricio Roseco  
Title: Manager

## Assignment

AGS GROUP, LLC of 920 Ranch Road 620 South, Suite 302, Lakeway, Texas 78734, Texas, 78734 (the "Assignor ") assigns to ANTONIO GARCÍA GONZÁLEZ SICILIA of Avenida Santa Fé #505 piso 1 Mz 2b, Colonia Santa Fe, Cuajimalpa, México CDMX05348 (the "Assignee ") the following: Accrued interest and Principal Repayment of the loan made by AGS Group, LLC to Agile Thought, INC through SECOND AMENDED AND RESTATED SUBORDINATED PROMISSORY NOTE \$775,931.61 signed off January 31 2023.

In consideration thereof, the Assignor acknowledges receipt of \$885,199.79 paid by promissory note by the Assignee.

The Assignor warrants with regard to the income assigned herein that:

1. it is still owing to the Assignor over and above all claims for set-off or otherwise;
2. the Assignor will not, after this Assignment takes effect, receive and accept the assigned income;
3. the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned income;
4. the Assignor has not done or knowingly permitted any act, deed or thing by which the income can be impeached or affected in any manner; and
5. the Assignor will take all further steps necessary to give full effect to this Assignment.

The Assignor directs Agile Thought, Inc of 222 W Las Colinas Blvd. Suite 1650E, Irving, TX 75039, to pay the income, which has been transferred as described herein, to the Assignee.

It is agreed that this Assignment will enure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas.

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**SIGNED AND DELIVERED**  
this 17th day of August, 2023.

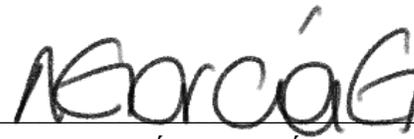
AGS GROUP, LLC

per:



MAURICIO RIOSECO

**SIGNED AND DELIVERED**  
this 17th day of August, 2023.



ANTONIO GARCÍA GONZÁLEZ SICILIA