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SERVICE PROVISION CONTRACT NUMBER MTB/DRNA/004/2017, BY AND BETWEEN, ON ONE SIDE EL CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO S.A. DE C.V. ("BOARD"), DULY REPRESENTED ON THIS OCCASION BY ATTY. CESAR EDUARDO MENDOZA NUÑEZ, IN HIS CAPACITY AS REGIONAL DIRECTOR FOR NORTH AMERICA AND LEGAL REPRESENTATIVE, ASSISTED BY MR. DAVID ESPINOSA FREYRE, MARKETING AND PROMOTION DEPUTY GENERAL MANAGER, AND MR. EMMANUEL ROMAIN ERNEST REY, MARKETING EXECUTIVE DIRECTOR, AND ON THE OTHER SIDE, MSLGROUP AMERICAS, INC. ("PROVIDER"; AND JOINTLY WITH "BOARD", THE "PARTIES"), BY MEANS OF ITS LEGAL REPRESENTATIVE, MS. MARISSA MCKEON, BASED ON THE FOLLOWING DECLARATIONS AND CLAUSES:

DECLARATIONS

I. "BOARD" hereby declares that:

I.1 It is a Federal Public Administration majority shareholding company constituted by means of Notarial Instrument No. 39,873 dated 11 of October of the year 1999, executed before Notary Public No. 32 of the Federal District, Attorney Francisco Jacobo Sevillano González, registered in the Land and Commercial Register under number 257,243 dated 9 of December of the year 1999, with the attributions and powers conferred by Article 39 pursuant to the General Tourism Law and other applicable provisions in addition to executing all acts and contracts that are within the company's corporate purpose deemed necessary to meet its objectives.

I.2 Articles 38 and 41 of the General Tourism Law, with respect to Articles 5 and 6, paragraphs I, II and VII of the Consejo de Promoción Turística de México S.A. C.V.'s Organic Statute establish that contributing in the designing of the planning, programming, strategies and priorities in matters of tourism promotion within the framework of the Planning Law, the National Development Plan and of the programs and/or sector policies that are issued by Federal Administration in matters of tourism as well as undertaking national and international tourism promotional campaigns are among "BOARD's" objectives as well as signing contracts with national and international tourism service providers and private parties interested in increasing tourist inflow to Mexico with the purpose of instrumenting tourism promotional campaigns.

I.3 In terms of Articles 34 and 51 pursuant to the Consejo de Promoción Turística de México S.A. de C.V.'s Organic Statute, this organizational structure has offices abroad that include Regional Departments holding the inherent powers established herein.

I.4 Attorney César Eduardo Mendoza Núñez holds the sufficient powers required to sign this Contract, binding "BOARD" to the terms thereof, according to notarial instrument number 65,965 dated 10 of March of the year 2017, executed before Attorney Francisco Jacobo Sevillano González, Notary Public No. 32 of the Federal District, currently Mexico City, and notarized and accompanied by the official apostille of the local authorities for respective effectiveness and validity in the United States of America; powers thereto that have neither been revoked nor limited in any way.

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I.5 Attorney César Eduardo Mendoza Núñez is authorized to enter into this Contract issued by the International Administration and Coordination Deputy General Manager.

I.6 He signs this contract in his capacity as legal representative of "BOARD", using the powers conferred in Article 34, paragraph I and Article 51, paragraph I, pursuant to the Consejo de Promoción Turística de México, S.A. de C.V.'s Organic Statute, and appoints, for respective administration and verification purposes, Attorney David Espinosa Freyre, Marketing and Promotion Deputy General Manager, Mr. Emmanuel Romain Ernest Rey, Marketing Executive Director, Ms. Ximena de Córdoba Cole, Public Relations Executive Coordinator, Ms. Arely González Noyola, Marketing Director, Ms. María José Santibañez García, International Media Director, and Mr. José Torres Hernández, Personalized Marketing and Internet Director, each of them within the scope of their respective competences.

I.7 This Contract was awarded based on Article 16 of the Law for Acquisitions, Leasing and Services for the Public Sector, on the Justification made by the Regional Management for North America; as well as the Feasibility Report (incorporated into the body of the Justification) and the Origins Report to undertake this contracting, granted by the International Administration and Coordination Deputy General Manager.

I.8 At the date of signature, this Contract has a budgetary allocation and sufficient resources available for payment of services covered by this agreement, in conformity with the Purchase Request with page number 1707010REQ dated 7 of July of the year 2017, issued by "BOARD" under budgetary line item 36201 and in accordance with the budget approved by the Honorable House of Representatives for the 2017 financial year and "BOARD's" authorized expense schedule.

I.9 Based on articles 50 pursuant to the Federal Budget and Fiscal Responsibility Law, and 148 of its Regulations, "BOARD's" Managing Director authorized pluriannual contracting of the services covered by this "Contract" by means of authorization DG/CPTM/024/2017 dated 5 of July of the year 2017, with respective execution and payment for the 2018 financial year, subject to income under the DNR concept and "BOARD's" authorized expense schedule.

I.10 This company's Federal Tax Identification number is CPT-991022-DE7 and it is domiciled on Madison Avenue, number 152, Suite 1800, New York, NY 10016, United States of America.

II. "PROVIDER" hereby declares that:

II.1 It is a legally constituted company, existing in conformity with the laws of the United States of America, constituted on 04 of December of the year 1979, under the name MSL Public Relations, Inc. It changed its name on 24 of August of the year 2012, to therein after be known as MSL Group Americas, Inc., according to the certificate issued on this same date by the State of Delaware.

II.2 This Company's representative, Citizen Marissa McKeon, is identified by means of passport number 491403500, issued in her favor by the Government of the United States of America on 20 of March of the year 2012, and provides evidence of her right of

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representation by means of a document duly certified before Notary Public Susan D. Caulfield of the State of Illinois, Cook County, dated 16 of June of the year 2017, declaring by oath to tell the truth and that she is vested with sufficient legal powers to execute this Contract and bind "PROVIDER" to the terms thereof; powers that have not been revoked, modified or limited in any way.

II.3 She has legal capacity and own and sufficient resources to comply with the commitments arising from this Contract in an efficient and timely manner and in the best interests of "BOARD", and declares, likewise, knowing the technical characteristics and scope of the service covered by this contract.

II.4 Under oath to tell the truth, she declares that she is not impeded to enter into a contract with the Mexican Government and, likewise, declares that she has no relationships or family ties whatsoever through her employees or representatives with anyone on "BOARD".

II.5 For tax purposes, she declares that she is the owner of tax identification before the Treasury Department number 13-3030404, binding herself to make, in reliance on said document, all payments in the form of taxes, which are generated by virtue of the signing of this Contract, before the corresponding tax authorities in her place of residence.

II.6 For all legal purposes arising from this Contract, she establishes the following address: Hudson Street, number 375, Floor 14, New York, NY 10014, United States of America.

In view of the foregoing declarations and both "PARTIES" acknowledging each other's capacity, they agree to keep to their commitments as established in the following:

CLAUSES

ONE.- SUBJECT MATTER OF THE CONTRACT. "PROVIDER" hereby commits to provide "BOARD" with complete communication services to promote the image of Mexico, as well as to stimulate demand for this country's tourism products and services in the international markets, by means of any marketing tool, to be developed in conformity with the specifications established in "PROVIDER's" Technical Annex and Technical-Financial Proposal, both incorporated herein as **Annex One.**

The services listed hereunder shall be undertaken by "PROVIDER", by means of a team assigned for executing the projects, in accordance with the terms and conditions established in "BOARD's" Work Orders, confirmed in writing, applying formats with signatures of the public servants authorized for such purposes, as well as "PROVIDER's" service proposal authorized by the heads of the areas responsible for follow-up and verification of the following services:

1. Studies, research and appraisals
2. Strategic planning of comprehensive campaigns
3. Creative concepts
4. Comprehensive campaign production

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5. Production of content and marketing collateral
6. Technology and digital production
7. Digital advertising media
8. Traditional advertising media
9. Social media activities
10. Activities and alliances with influencers and celebrities
11. Direct and personalized marketing activities
12. Public relations activities
13. Activities, fairs and conferences within the industry
14. Communication activities
15. Response to critical issues and crises
16. Promotion and brand presence activities
17. Marketing alliances with strategic partners
18. High impact events and activities
19. Innovative marketing tools
20. Registers, royalties and legal requirements
21. Supervision of comprehensive campaigns
22. Administrative and operational coordination

"PROVIDER" hereby commits to display and promote the Mexico brand, using the means and materials described in Annex One and to use the brand only for the purposes established herein and in conformity with the Brief Guidelines on the Usage of the Mexico/Country Brand, attached hereto as **Annex Two**.

TWO.- VALIDITY This Contract becomes effective on 14 of July of the year 2017 and until 30 of November of the year 2018, comprising two different periods:

1. From 14 of July until 31 of December of the year 2017.

2. From 01 of January until 30 of November of the year 2018.

THREE.- AMOUNT This Contract is entered into for a minimum amount of USD 70'000,000.00 (Seventy million dollars legal tender in the United States of America) up to a maximum of USD 95'000,000.00 (Ninety five million dollars legal tender in the United States of America), to be applied for execution of the services in two periods, in accordance with the terms indicated in the preceding clause.

The amounts referred to in this Clause shall remain fixed during the entire term of the contract and shall be understood to include all taxes generated by the provision of the contracted services. Therefore, compliance with the corresponding tax obligations shall be binding on each party.

Every commission, bonus or other benefit arising from the contracted services and obtained by "PROVIDER", shall be received in favor of "BOARD" and must be reported and reflected in the media plans.

FOUR.-REMUNERATION.- "BOARD" shall pay "PROVIDER" for the provided services, in the form of fees (the "FEE"), 16.75% (Sixteen point seventy five percent) of the amount spent during the entire term of the Contract, with respect to the invested amount assigned in the preceding clause.

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"BOARD" commits to pay, at the very least, the "FEE" corresponding to the minimum amount indicated in the preceding clause three.

The "FEE" percentage includes administration and operating expenses, as well as verification costs and shall be a fixed amount during the entire contract term, payable on a monthly basis for rendered and verified services and includes the services detailed in the Technical Annex that is part of **Annex One** of this Contract. The proportion of the "FEE", with respect to the minimum amount, shall be the same proportion that is applied for execution of the maximum budget referred to in Clause Three, and as a result of the amendments referred to in Clause Eight herein.

The aforementioned "FEE" fully compensates the services carried out by "PROVIDER" in reliance on this Contract, and includes any expense for completion of the services as well as the time spent, the materials used, wages, fees, organization, technical management, administration, its personnel's social services and labor benefits and, overall, for any other remuneration it is entitled to receive as a result of this Contract, reason for which it may not request further retribution from "BOARD" in any form.

FIVE.- APPROVAL OF SERVICES All services shall be previously approved by "BOARD" by means of the public servants duly empowered in this Contract to issue Work Orders for the services to be carried out. Therefore, "PROVIDER" shall neither provide any service nor assume any financial commitment or expense in name of "BOARD" without the aforementioned prior authorization.

"BOARD", via the International Administration and Coordination Assistant Deputy Manager, shall notify, in writing, the public servants empowered to issue Work Orders to authorize the service proposals, modifications and related costs.

In a term of 10 (ten) calendar days from "BOARD's" request, "PROVIDER" shall submit to "BOARD" written proposals containing: i) A description of the proposed services; ii) Full cost estimates associated with the proposed services; and iii) The date of delivery of the proposed services. "PROVIDER" shall prepare a cost-free proposal of services for "BOARD".

In the event of any service requiring the contracting of third party services, "PROVIDER" shall include these services among the descriptions and costs of the services and have them approved as part of the service proposal itself, submitted to "BOARD".

"PROVIDER" shall inform "BOARD", within twenty four hours of becoming aware of any changes in the estimated costs of the services, as a result of modifications in the media plans, work programs, timelines or ongoing services that were previously approved in writing; "PROVIDER", in such a case, shall submit a service proposal for approval to "BOARD" with the requested changes and the costs that were not considered in the original service proposal or which have since been modified.

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Any services carried out that do not have their corresponding authorization shall not be paid by "BOARD".

SIX.- PAYMENT METHOD Payments shall be made for rendered services and deposited in a bank account assigned by "PROVIDER" for payments from "BOARD" by wire transfer and the respective account credited. The deposits shall be made from Mexico City in United States Dollars calculated at the rate of exchange in force on the day of payment.

For the payment process, "PROVIDER" shall present the corresponding original invoices to Regional Management for North America and/or Marketing and Promotion Deputy General Management and/or Public Relations Executive Coordination, which, in turn, will refer them to "BOARD's" Financial Resources Department for processing. Payment shall be made within 20 (twenty) calendar days following receipt of the invoices duly authorized by the public servants empowered by this Contract and provided they are presented jointly with the verification of the rendered services, when applicable.

Should an error be detected in the invoicing, the Financial Resources Department, or those responsible for the validation or follow-up of the services assigned by "BOARD", shall forward to "PROVIDER", within the next 5 (five) days, the documents and/or invoices with the corresponding observations, which shall be corrected and presented again in order to restart the payment process. The time elapsed shall not be calculated for purposes of the initial term of 20 (twenty) calendar days allowed for payment.

Every invoice issued by "PROVIDER" shall be submitted in its original version, in name of "BOARD" and having fulfilled the tax requirements established in legislation currently in force, and containing the following information:

I.- "BOARD's" complete name, fiscal domicile and Federal Taxpayers' Registration Number;

II.- Complete name and domicile of the issuer of the invoice and its date of issue;

III.- Invoice Number; and

IV.- A clear description of the rendered services, price, contract number and period.

The invoices should contain no deletions or amendments.

Invoices corresponding to fees shall be paid on a monthly basis in arrears, in United States American Dollars and shall be presented within 8 (eight) calendar days after the month's conclusion. For such purpose, presentation of the corresponding invoice shall be the only requirement. "PROVIDER" shall refrain from undertaking work that is not contemplated in the work programs authorized by the public servants empowered for such purposes. Therefore, any payments for unauthorized work shall not be made.

For cases in which "PROVIDER" receives payment from "BOARD", in accordance with the payment conditions specified in this clause, "PROVIDER" shall remain exclusively liable before the Providers for all payments owed by virtue of their agreements including any surcharge or costs claimed for delayed payments, such costs incurred regarding the invoice of a third party provider.

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SEVEN.- VERIFICATION "PROVIDER" shall deliver to "BOARD", by means of Regional Management for North America and/or Marketing and Promotion Deputy General Management, corresponding verification as established in the Technical Annex attached hereto as **Annex One** of this Contract, within 45 (forty five) business days subsequent to conclusion of the corresponding service in question, except for the verification of Royalties (as this term is defined in **Annex One**, which shall be delivered within 180 (one hundred eighty) calendar days following conclusion of the corresponding service.

"BOARD" may request elaboration of any other deliverable, modify the numbers and/or formats thereof and, given the case, shall previously notify "PROVIDER" accordingly, in writing.

Everything involving graphic presentations, such as printed documents and/or images, shall be delivered expeditiously in folders duly prepared and labelled. The same applies to the delivery of audiovisual witnesses, or, as required by "BOARD".

"BOARD", by way of the head of Regional Management for North America and/or Marketing and Promotion Deputy General Management and/or Public Relations Executive Coordination, as applicable to the scope of each of their areas of responsibility, shall carry out verification of the specifications and acceptance of the services, reason for which "PROVIDER" grants its consent to the services not being deemed received or accepted until the foregoing has been completed.

EIGHT.- CONTRACT AMENDMENTS "BOARD" may, within its approved and available budget, assuming full responsibility and based on well-founded and explicit reasons, agree upon an increase in the amount, and/or validity, and/or the amount of services requested by means of amendments made to the current Contract, provided these amendments do not exceed, jointly, 20% (twenty percent) of the total amount of the Contract or the amount of the concepts or volumes originally established therein and the cost of the services be the same as those originally agreed upon.

When "PROVIDER" demonstrates the existence of justified causes, at the discretion of "BOARD", impeding it from complying with full delivery of the services, in accordance with the agreed terms of the Contract, or that require decreasing the sum or the amount of requested services, "BOARD" may make modifications provided these do not exceed 10% (ten percent) of the total amount of the Contract.

Any Contract amendments shall be formalized in writing on behalf of both "BOARD" and "PROVIDER" and the respective legal instruments shall be signed by the public servant making the amendment in the Contract or whoever is appointed as a substitute or is empowered for such purpose .

"BOARD" and "PROVIDER" shall refrain from making modifications referring to prices, progress payments, specifications and, in general, any change involving the granting of more beneficial conditions for "PROVIDER" than those originally established in this Contract.

NINE.- SUSPENSION OF SERVICES In the event of a fortuitous event or a case of force majeure arising during the provision of a service, "BOARD" may suspend the provision of that service, in which case only the services effectively rendered shall be payable and, where applicable, any outstanding advance payments shall be reimbursed accordingly.

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When a suspension is due to causes attributable to "BOARD", "BOARD" shall cover the unrecoverable expenses during the time in which the suspension lasts. Said expenses shall consist of those generated by the suspension and provided they are verified and directly related with the purpose of the Contract. In no case shall services be paid that are not associated with the Contract.

For any of the cases established in this Clause, the term of suspension shall be agreed upon by the parties, after which early termination of the Contract may be initiated.

TEN.- EARLY TERMINATION "BOARD" may terminate this Contract early without any liability and without the need to mediate in any court or arbitral resolution whatsoever, for causes of general interest or when, for justified causes, the necessity of requiring the contracted services, in accordance with this Contract, expires, demonstrating that continuing to fulfil the agreed upon commitments may cause damage to "BOARD".

In such circumstances, "BOARD" shall notify "PROVIDER" in writing of said circumstance at least 10 (ten) calendar days in advance.

Should this scenario arise, "BOARD" shall reimburse "PROVIDER" for the unrecoverable expenses it has incurred, provided these are reasonable, have been duly verified and are directly associated with this Contract.

Similarly, "BOARD" shall pay "PROVIDER" its fees, remunerations and any expenses it has incurred or may have been required to incur by virtue of this Contract, which have not been covered prior to the time of effective termination.

"PROVIDER" shall reimburse, when applicable, the amounts received from "BOARD" that are outstanding, in accordance with the terms established herein, until the time of respective notification and shall become available to "BOARD" by means of a wire transfer to an account previously indicated in writing.

In the event of early termination of this instrument, for whatever cause, "PROVIDER" shall comply with its obligations that are pending with "BOARD" or third parties and shall present "BOARD" with the verifications that have remained pending in the terms and conditions for such purpose established in this Contract.

ELEVEN.- EXTENSIONS In exceptional cases, due to cases of force majeure or a fortuitous event or due to causes attributable to "BOARD", on prior written request from "PROVIDER", "BOARD" may grant an extension for the provision of Services or their verification. For such purpose, "PROVIDER" shall justify said extension request in writing prior to expiry of the agreed dates established in this Contract.

Upon expiry of the extension term and if the Services have not been provided in conformity with this Contract, "BOARD" shall proceed to apply the contractual penalties established in Clause Eighteen herein.

TWELVE.- CAUSES FOR ADMINISTRATIVE RESCISSION The parties hereby agree to "BOARD" administratively rescinding this Contract without the need for a court or arbitral resolution in the event that any of the following situations should arise:

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I. Should "PROVIDER" not present the guarantee(s) within 60 (sixty) days subsequent to signing of the Contract.

II. Should "PROVIDER" not provide the services on the agreed dates and in accordance with the terms established herein and respective Annexes.

III. Should "PROVIDER" unjustifiably suspend the services.

IV. Should "PROVIDER" not replace the services that have been justifiably rejected and in compliance with the terms established herein and respective Annexes.

V. When the limit of contractual penalties or payment deductions is exhausted.

VI. Should "PROVIDER" not grant the facilities and necessary data for service inspections, surveillance and supervision.

VII. Should "PROVIDER" provide false information and/or act with intentional misconduct or bad faith during the contracting procedure, signing of the Contract or during its term.

VIII. In the event the competent authority declares "PROVIDER" in commercial bankruptcy or due to the existence of another situation affecting its assets in a way that shall impede it from complying with its obligations.

IX. Due to a breach of any of the terms and other obligations established in this Contract or its Annexes.

Should "PROVIDER" incur any of the scenarios given in this Clause, "BOARD" shall initiate the administrative rescission procedure, in conformity with the terms established in the following Clause.

THIRTEEN.- ADMINISTRATIVE RESCISSION PROCEDURE Should any of the assumed rescission circumstances established in the preceding Clause arise, "BOARD" shall initiate the administrative rescission procedure at any time after the breach without the need for intervention by a judicial authority or an arbitral resolution, in conformity with the following procedure:

I.- The procedure will initiate no sooner "PROVIDER" is notified, in writing, of its incurred breach so that, in a term of 5 (five) business days, calculated from the date on which "PROVIDER" receives said notification, it may state whatever is in its best interest and provide, when applicable, the evidence it considers pertinent.

II.- After the time referred to in the preceding paragraph has elapsed, "BOARD" shall have a term of 15 (fifteen) business days to resolve, taking into account the arguments and evidence asserted by "PROVIDER". The decision to rescind, or not, the Contract, shall be well-founded, motivated and "PROVIDER" shall be notified of said decision within said term.

III.- Upon rescission of the Contract, the corresponding settlement shall be drafted in order to put on record the payments to be made by "BOARD" corresponding to the services rendered up to the time of the rescission.

Upon initiation of a conciliation procedure, "BOARD", under its own responsibility, may suspend the rescission procedure.

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If, prior to the decision of rescinding this Contract, services are provided, the initiated procedure remains without effect, on prior acceptance and verification from "BOARD" that the need for said services continues to be valid, applying, where applicable, the corresponding contractual penalties.

"BOARD" may decide to not rescind the Contract when, during the procedure, it finds that the Contract rescission may cause damage or affect its entrusted functions. Under this circumstance, "BOARD" shall draft a report in which it shall justify that the financial impact arising from the rescission of the Contract would be more disadvantageous.

If the contract is not rescinded, "BOARD" shall establish a further term with "PROVIDER" in order to correct the breach that resulted in the initiation of the procedure.

When, due to the delay in the provision of services, or the rescission procedure is processed during a different fiscal year from the year in which the Contract was awarded, "BOARD" may receive the services after verifying that the necessity of such services continues to be valid and that the current fiscal year has budgetary availability for such purposes, the Contract term to be modified with the original agreed prices. Any agreement that does not meet with the terms established in this Clause shall be considered void.

Should "BOARD" decide to rescind this Contract, it shall proceed to make effective use of the performance guarantee established in Clause Fifteen in proportion with the amount of the unfulfilled obligations.

The signing of the Contract implies acceptance and explicit submission by the parties to the administrative rescission procedure established in this clause.

FOURTEEN.- CLOSING PROCEEDINGS AND CONTRACT SETTLEMENT "BOARD's" Regional Management for North America and/or Marketing and Promotion Deputy General Management and/or Marketing Executive Management and/or Public Relations Executive Coordination shall undertake a conciliation procedure with "PROVIDER" after each partial closing and upon contract termination, whereby it will carry out the following activities:

I.- Revision of the services provided and received to the satisfaction of the competent areas;

II.- Revision of the paid invoices;

III.- Revision of invoices pending payment;

IV.- Revision of invoices being processed;

V.- Revision of payment of fees; and

VI.- Balance pending payment in conformity with the assigned budget in the Contract.

"BOARD's" Regional Management for North America and/or Marketing and Promotion Deputy General Management and/or Marketing Executive Management and/or Public Relations Executive Coordination, jointly with "PROVIDER", shall make partial closings every 6 (six) months, within the following 45 (forty five) calendar days at the closing of the semester, in order to put on record compliance with obligations by the PARTIES. To this effect, they shall hold the

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necessary meetings during which the corresponding minutes shall be taken, indicating delivery of the contracted products and services as well as the non-indebtedness of payments or payment dates.

FIFTEEN.- GUARANTEE In order to guarantee compliance with the obligations established in this Contract, "PROVIDER", within 60 (sixty) days subsequent to its signature, shall submit a letter of credit, or equivalent, to "BOARD", issued by an international or foreign banking institution, payable in Mexico by a national institution or branch of the issuing bank of the document, for 10% (ten percent) of the maximum total amount established in Clause Three herein.

The letter of credit referred to in the preceding paragraph shall be drafted containing the following specifications:

I.- Issued in favor of Consejo de Promoción Turística de México, S.A. de C.V.

II.- Indicate "PROVIDER's" name.

III.- Indicate the full guaranteed amount in numbers and letters.

IV.- Indicate the number and date of the Contract.

V.- That it guarantees compliance with each and every one of the assigned obligations.

In the event that increases in the amount of requested services are agreed upon, in conformity with the terms established in Clause Eight herein, "PROVIDER" commits to increase the performance guarantee amount in the same proportion as the granted increase.

SIXTEEN.- RELEASE OF THE GUARANTEE The Contract's performance guarantee may only be released by means of International Administration and Coordination Deputy General Management, or by means of whoever they delegate or whoever acts as its substitute, on "BOARD's" prior request in writing from Regional Management for North America and/or Marketing and Promotion Deputy General Management and/or Marketing Executive Management and/or Public Relations Executive Coordination, or by the substituting Management sector(s) that shall confirm "PROVIDER's" compliance with each and all of the obligations established in this Contract.

SEVENTEEN.- INTELLECTUAL PROPERTY The provision of Services is carried out in conformity with the terms established in the International Conventions and Agreements to which Mexico is a party. "PROVIDER" acknowledges that it has been commissioned by "BOARD" for the provision of the Services and, therefore, the Parties hereto acknowledge that "BOARD" is the only owner of the economic rights of any work that is created as a result of the Services, in the event that these may be considered intellectual or artistic works.

"PROVIDER" shall be responsible for obtaining all the intellectual property rights required for the execution of the Services, in conformity with the laws and regulations on industrial property protection and copyrights applicable in Mexico and in the countries where the Services shall be provided. Likewise, "PROVIDER" expressly acknowledges that "BOARD" shall be the sole owner and holder of the copyrights, associated rights, reservation of rights for exclusivity and any other intellectual property rights, which may be, including but not limited to, distinctive signs,

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trademarks, commercial advertisements, industrial designs, drawings and images that are the result of the provided Services, whereby it expressly agrees to abstain from taking action, lodging claims or complaints of any kind against "BOARD" and/or its employees, managers or directors, before any authority or public or private organism, due to invasion of copyrights, intellectual property or in any other respect.

All information or material that has been handed by "BOARD" to "PROVIDER", or that has been designed, developed or created by the latter for "BOARD", during the term of this Contract, shall be owned by "BOARD", whereby "PROVIDER" may not modify, establish, reproduce or communicate it, or, overall, make use or exploit it in ways that differ from that expressly agreed in this Contract; claim intellectual property rights thereof and, likewise, may not allow it to be modified, established, reproduced or communicated or, overall, be used or exploited, whereby in the event of any contravention to the foregoing, "PROVIDER" shall be held liable before "BOARD" for any damage caused in this respect.

The "PARTIES" are expressly forbidden to use the trademarks or designs owned by the other Party without its written authorization. Likewise, "PROVIDER" commits to not make use of the Mexico trademark and design, or make use of the campaign slogans on the markets for the provision of Services established in this Contract unless registration or reservation of the campaign slogans in favor of "BOARD" have been previously carried out.

"PROVIDER" shall be solely responsible for obtaining the registrations, certificates, patents, reservations or whatever other intellectual property protection is required in order to safeguard the rights of the products that are generated by means of the provision of the Services in favor of "BOARD", including without limitation, those arising from the campaign slogans managed by "BOARD" in the National Market.

These registrations, certificates, patents, reservations, etcetera, shall be processed within 15 (fifteen) business days subsequent to the signing of the contract, or either, within 15 (fifteen) business days after a product or work is generated whose intellectual property is subject to registration or reservation; or "PROVIDER" is informed of the need to undertake registration of a new campaign slogan. "PROVIDER" shall inform "BOARD", in writing, that it has initiated a registration procedure within the following 15 (fifteen) business days and, once the procedure has been requested or the corresponding registration or reservation has been obtained, "PROVIDER" shall submit the original receipt and/or certified copy of said request, registration or reservation to "BOARD" within 10 (ten) business days after obtaining them.

"PROVIDER" shall be held solely responsible for any breach or infringement of intellectual property rights that may arise from the provision of the Services and said responsibility shall continue in force and effect subsequent to termination of this Contract, "PROVIDER" remaining bound to holding "BOARD" harmless therefrom.

EIGHTEEN.- CONTRACTUAL PENALTIES When "PROVIDER" is overdue in the date of delivery of the services or fails to comply with the obligations arising from the Contract due to

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causes attributable to "PROVIDER", it shall become liable to contractual penalties or payment deductions, respectively, in accordance with the following:

I.- In the case of delays in the delivery of services on the agreed dates, a daily contractual penalty of 1% (one percent) shall be applied for every business day of delay on the value of the services not delivered on time.

II.- For delays in the verification of services, a daily payment deduction of 0.5% (zero point five percent) shall be applied for every business day of delay on the value of the services not verified on time.

III.- For undelivered reports, a deduction penalty corresponding to 1% (one percent) of the total amount of "PROVIDER's" monthly fees.

IV.- For failure to comply with "PROVIDER's" obligations, due to not allocating 100% (one hundred percent) of the required personnel to "BOARD's" account, a deduction penalty corresponding to 1% (one percent) of the total amount of "PROVIDER's" monthly fees.

The applied contractual penalties may not exceed 10% (ten percent) of the total amount of the Contract.

Regional Management for North America and/or Marketing and Promotion Deputy General Management and/or Public Relations Executive Coordination, in accordance with their field of competence, shall be responsible for requesting, from the Financial Resources department, the calculation of the contractual penalty to be applied by means of a credit note in the invoice for payment corresponding to the fees of the month subsequent to its decision.

Payment of services shall remain conditioned, proportionally, to the payment "PROVIDER" shall make in the form of contractual penalties to which it may be subject, on the understanding that in the event of rescission of the Contract, said penalties shall not be charged, or recorded, for effectiveness of the performance guarantee.

For the purposes of applying the contractual penalties referred to in this Clause, "BOARD" shall draw up a notification, in writing, to "PROVIDER", to be delivered by means of registered mail or personal delivery in its domicile with confirmation of receipt, for the purposes of the order of payment, indicating the incurred breach and the penalties to which it has become subject. "PROVIDER", in a maximum term of 10 (ten) business days from receipt of the order, shall correct the breach with a right to state whatever is in its best interest. The foregoing done, "BOARD" shall resolve by applying, as the case may be, the corresponding contractual penalties, to be notified to "PROVIDER" by means of a well-founded written document in which "PROVIDER" shall be requested to make the corresponding payment in a term no longer than 10 (ten) business days. "PROVIDER" shall be able to cover this payment in cash or by means of a nominative check or the amount may be deducted from the amounts pending payment to "PROVIDER" by the latter submitting a letter of credit.

Should the breach persist on behalf of "PROVIDER", or once the full amount for the imposition of contractual penalties has been exhausted, "BOARD" may initiate this instrument's rescission procedure, in conformity with the terms established in Clause Twelve.

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NINETEEN.- FORTUITOUS EVENT OR FORCE MAJEURE Failure to meet the obligations established herein due to a fortuitous event or force majeure shall not give rise to contractual liability for any of the parties and both shall have the right to suspend the obligations established herein with prior written notification to the other party within a term not longer than 10 (ten) business days no sooner the parties become aware of such a circumstance.

TWENTY.- HIDDEN DEFECTS "PROVIDER" shall be obliged, before "BOARD", to respond to the errors and hidden defects and the quality of the services, as well as any other liability possibly incurred, under the terms established herein and according to applicable legislation.

For purposes of this instrument, hidden defects is understood as the defects existing in the provided services that make them inappropriate for the uses established in this Contract.

TWENTY ONE.- REPORTS "PROVIDER" commits to provide "BOARD" with the reports described in the Technical Annex that is part of this Contract as Annex One.

TWENTY TWO.- SERVICE VERIFICATION AND ACCEPTANCE "BOARD" shall verify compliance of the purpose of this Contract by means of the personnel appointed in statement I.6.

The foregoing, without prejudice to the rights of "BOARD" to carry out the verifications at any time during the term of this Contract, via its General Manager, the International Administration and Coordination Deputy General Manager, the Administrative and Finance Executive Director, the Head of "BOARD's" Internal Control Body or by the persons appointed for such purpose, in order to confirm implementation of the resources, verification thereof and the benefits obtained by "PROVIDER" for "BOARD".

TWENTY THREE.- LABOR RELATIONS This Contract does not seek to create, and nothing established therein shall be interpreted in the sense of it creating, a legal relationship of representation or association, a labor relationship between an employer and an employee, or partner or associate, *joint venture* or in any way that differs from what is specifically indicated herein between "BOARD" and "PROVIDER".

"PROVIDER" shall be exclusively responsible with regard to any labor obligation, in conformity with the regulations established by current applicable labor legislation with respect to any employee or worker it employs or recruits to meet its obligations under this Contract and assumes full responsibility towards compliance with its labor obligations in respect thereof.

"PROVIDER", in all aspects relating to the provision of the Services shall be consideredan independent contractor and not an employee of "BOARD", and nobody who belongs to "PROVIDER's" personnel shall be entitled to receive any type of compensation, benefits or any other payment or provision granted to the employeesof "BOARD". "PROVIDER" shall be responsible for all kinds of taxes and other expenses arising from the independent contractor or employment relationship between "PROVIDER" and its personnel and for the provision of services under this Contract by said personnel, as well as all employer obligations and responsibilities in relation to tax, labor and social security matters, manifesting that it has own and sufficient resources to meet said obligations and responsibilities, reason for which "PROVIDER" is bound to hold "BOARD" harmless from any labor individual conflict that, against the latter, may arise with said persons in regard to the work that they themselves perform for "PROVIDER". Likewise, "PROVIDER" shall be bound to reimburse, within 24 hours subsequent

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to the request made by "BOARD", any amount that "BOARD" has had to pay in relation to any said conflict, including without limitation, reasonable lawyers' fees and any amount that "BOARD" has been obliged to pay by virtue of an enforced award or workers' compensation.

TWENTY FOUR.- SUBCONTRACTING "PROVIDER" is responsible for planning and administrating the services, whereby for the provision thereof, it may have third parties at its disposal when deemed necessary and when required by their nature, as well as teams from "PROVIDER's" diverse departments, of affiliated and/or associated companies, which are necessary to deal with the workloads and the advertising or promotion conditions existing on the specific market, without being acknowledged as a sub-contracting service. However, "PROVIDER" shall be solely responsible before "BOARD" for compliance with the obligations undertaken by virtue of this contract.

"PROVIDER" shall ensure that the contracts entered into with third party providers are compatible with the accepted industrial standards and where possible, that: i) the rights and responsibilities between "PROVIDER" and the providers are consistent with those of "PROVIDER" and "BOARD"; ii) the services may be enumerated by virtue of the corresponding contract; and iii) the contracts with providers shall include provisions that grant and recognize "BOARD" in regard to everyone's Intellectual Property Rights and whatever work created by the providers, taking into account that these are carried out at "PROVIDER's" request.

TWENTY FIVE.- ASSIGNMENT OF RIGHTS "PROVIDER" undertakes to refrain from assigning to natural or legal third parties its rights and obligations arising from this Contract, except for the rights to receivables for the provision of services that are covered by "PROVIDER", in which case "PROVIDER" shall have previous authorization in writing from "BOARD".

TWENTY SIX.- CONFIDENTIALITY The Parties agree that all information provided by one party to the other, as a result of this Contract, shall be confidential ("Confidential Information"). Said Confidential Information shall be deemed as such for the entire time that this Contract remains effective and for a period of 2 (two) years from the date of termination thereof.

"PROVIDER" shall use the Confidential Information only for the purposes established herein, whereby it shall not disclose such information to third parties outside this Contract, unless expressly authorized by "BOARD".

Likewise, "PROVIDER" commits to keep absolute confidentiality regarding the Services of this Contract and, therefore, refrain from disclosing or making known to third parties, other than the "BOARD's", documentation and/or information related to the service, as well as the final results that are generated as a result of its services, with the exception of the data and reports that, where appropriate, are required from "PROVIDER".

The confidentiality commitment referred to in this clause shall not be applicable in the following cases:

i. Should the information considered confidential enter into the public domain, before or after the signing of this instrument for reasons other than the failure on the part of "PROVIDER" to comply with the terms established in this clause;
ii. Should the information be disclosed by a third party that is not subject to any obligation of confidentiality arising from this Contract; or

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iii. Should the information be requested by any authority by means of a corresponding judicial order.

Regardless of the terms established in this clause, and without prejudice to the exercising of any other possibly corresponding right or action, the parties declare that they are aware and knowing of the penalties incurred by a person disclosing secrets.

Upon conclusion of the term of this Contract, or, where appropriate, due to early termination, "PROVIDER" shall return to "BOARD" the instruments or objects incorporating said Confidential Information at the very latest 5 (five) business days subsequent to termination of the Contract.

TWENTY SEVEN.- LINKS AND COMMUNICATIONS The parties agree that the persons in charge of sending and receiving communications are the following:

i. On behalf of "BOARD", Atty. Cesar Eduardo Mendoza Núñez, Regional Director for North America is appointed, e-mail cmendoza@promotur.com.mx, Mr. David Espinosa Freyre, Marketing and Promotion Deputy General Manager is appointed, e-mail despinosa@promotur.com.mx, Mr. Emmanuel Romain Ernest Rey, Marketing Executive Director is appointed, e-mail erey@promotur.com.mx, Ms. Ximena de Córdoba Cole, Public Relations Executive Coordinator is appointed, e-mail xdecordova@promotur.com.mx, Ms. Arely González Noyola, Marketing Director is appointed, e-mail agonzalez@promotur.com.mx, Ms. María José Santibañez García, International Media Director is appointed, e-mail msantibanez@promotur.com.mx, and Mr. José Torres Hernández, Personalized Marketing and Internet Director, is appointed, e-mail jtorres@promotur.com.mx, each within the scope of their respective competences and/or the servant or public servants who, where appropriate, substitute the assignments of reference; and by post with confirmation of receipt at "BOARD's" domicile indicated in statement I.10 herein, considering them completed the day of their receipt on behalf of the recipient with prior verification or confirmation.

ii. On behalf of "PROVIDER", Citizen Josh Shapiro, Global Client Leader, is appointed, e-mail josh.shapiro@mslgroup.com and by post with confirmation of receipt at "PROVIDER's" domicile indicated in statement II.6 herein, considering them completed the day of their receipt on behalf of the recipient with prior verification or confirmation.

On the assumption that any of the parties modify or incorporate domiciles, written notification to the other party shall be sufficient with at least 5 (five) calendar days notice in the case of e-mail addresses and 30 (thirty) days in the case of changes of domiciles, with the understanding that not notifying the change in these terms, the notifications shall be understood as duly sent to the last registered domicile.

TWENTY EIGHT.- LIMITATION OF LIABILITY In no case shall the "PARTIES" be held liable before the other for special and/or indirect damages, consequential, exemplary or punitive incidents that any of them may bear in relation to this Contract, whether such damage arises under this Contract, non-contractual liability, or another cause of action, even if such party has been warned about the possibility of such damage. Said damages include, but are not limited to, compensation, reimbursement or damages to revenue accounts, expenses, investments or current or future commitments, whether undertaken to establish, develop or maintain the reputation or good name of the business. With the exception of that expressed herein, none of the parties make

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any warranty whatsoever, express or implicit, about the products or services to be provided in conformity with this Contract, or that the software or other electronic equipment either provided or created via Internet or disclosed by "PROVIDER" shall be free of error or operated without interruption, and the warranties of title, merchantability and fitness for a particular purpose are expressly excluded. "PROVIDER's" full liability for all claims arising in relation to this Contract, shall not exceed the total of the payments received and retained by "BOARD", in conformity with this instrument, such as "PROVIDER's" fees or quota, and "PROVIDER's" liability for any claim in particular shall not exceed the payments received and retained by "BOARD" on its quota for the products or services in relation to the claim in particular that is made. The claims shall be made within one year subsequent to the incident with which they are related, or, they shall expire for ever.

TWENTY NINE.- THIRD PARTY CONFLICTS The "PARTIES" commit to defend and maintain each other harmless, as well as their parent company, subsidiaries, affiliates, employees, civil servants, directors, shareholders, licensees, assignees and representatives, from and against any liability, damage or expense, including reasonable lawyers' fees and costs possibly incurred by them as a result of a suit, claim or proceeding arising from:

i. A breach, or assumed breach of the declarations, guarantees, agreements or obligations under this Contract and/or gross negligence or fraud on the part of any of the "PARTIES", as applicable;
ii. Any advertising or other forms of communication approved prior to their disclosure by any of the "PARTIES", as applicable;
iii. The products, programs or services of the "PARTIES", as applicable;
iv. The acts carried out by the "PARTIES" with each other's approval, as the case may be; or
v. Whatever investigation regarding the acts and practices of the "PARTIES", including respective costs and expenses in relation to compliance with the service of process of a third party or other discovery request.

THIRTY.- THIRD PARTY CONFLICT PROCEEDINGS Within 10 (ten) days subsequent to the allegation of a claim or of initiation of a complaint or proceedings against any of the "PARTIES", coming from a third party that may give rise to a liability for any of the "PARTIES" under this Contract, the affected party shall notify the accountable party of the existence of such a claim, suit or proceedings and shall grant a reasonable opportunity for defense or resolution of the claim at the expense of the accountable party and with legal advice of its choice. The affected party shall, at all times, at its own expense, have the right to fully participate in the agreement it reasonably considers would have an adverse effect on its business. The affected party shall make available to the accountable party all the books and registers related with a claim or suit or proceedings (subject to the confidentiality provisions herein), and the "PARTIES" commit to afford one another the assistance that is reasonably requested in order to ensure an appropriate and adequate defense. The accountable party shall cease from agreeing upon any claim, suit or proceedings that could give rise to a liability for the affected party, in conformity with this Contract, without its prior consent in writing and such consent shall not be unjustifiably denied.

THIRTY ONE.- DISPUTE RESOLUTIONS For any difference arising in the interpretation of and compliance with this Contract, the "PARTIES" agree to attempt to find a resolution by mutual consent, and only for a case in which a dispute remains in effect, such dispute shall be resolved

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by means of arbitration carried out in conformity with the Arbitration Rules of the United Nations Commission on International Trade Law (hereinafter referred to as UNCITRAL).

In the event of a conflict between the UNCITRAL Arbitration Rules and the terms established in this Contract, the terms of this Contract shall prevail.

THIRTY TWO.- APPLICABLE LEGISLATION This Contract shall be interpreted and ruled by the laws of the City of New York, N.Y., without regard to the principles of conflicts of laws. All disputes, controversies or disagreements possibly arising between the related parties or associated with this Contract, or with the compliance therewith, shall be finally resolved by means of arbitration. The arbitration shall be undertaken by 3 (three) arbitrators in the City of New York, N.Y. The arbitrators' award shall be final and binding for the "PARTIES".

THIRTY THREE.- ANNEXES The parties hereto acknowledge that this Contract consists of 33 (thirty three) clauses and 2 (two) Annexes, which, signed by the parties, are added to this Contract and described as follows:

ANNEX	CONTENT
One	"PROVIDER´s" Technical Annex and Technical-Financial Proposal
Two	Brief Guidelines on the Usage of the Mexico/Country Brand

After reading this instrument to the intervening parties, it is signed in five copies in conformity with its content and legal scope, in the City of New York, N.Y., on 26 of July of the year 2017.

BY "BOARD"

Atty. César Eduardo Mendoza Núñez
Regional Director for North America
Legal Representative

BY "PROVIDER"

Citizen Marissa McKeon
Legal Representative

Mr. David Espinosa Freyre
Marketing and Promotion Deputy General Manager
Area responsible for administrating and verifying compliance with the Contract

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International Media Director
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Mr. José Torres Hernández
Personalized Marketing and Internet Director
Area responsible for administrating and verifying compliance with the Contract

LEGAL REVISION

Atty. Rafael Muñoz Fraga
In Charge of Executive Management of Legal Affairs

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ANNEX ONE

OF THE SERVICE PROVISION CONTRACT NUMBER MTB/DRNA/004/2017, BY AND BETWEEN CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V., AND MSLGROUP AMERICAS, INC.

"PROVIDER's" TECHNICAL ANNEX AND TECHNICAL AND FINANCIAL PROPOSAL

BY "BOARD"

Atty. César Eduardo Mendoza Núñez
Regional Director for North America
Legal Representative

BY "PROVIDER"

Citizen Marissa McKeon
Legal Representative

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ANNEX TWO

OF THE SERVICE PROVISION CONTRACT NUMBER MTB/DRNA/004/2017, BY AND BETWEEN CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V., AND MSLGROUP AMERICAS, INC.

BRIEF GUIDELINES ON THE USAGE OF THE MEXICO/COUNTRY BRAND

BY "BOARD"

Atty. César Eduardo Mendoza Núñez
Regional Director for North America
Legal Representative

BY "PROVIDER"

Citizen Marissa McKeon
Legal Representative

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SECTUR
SECRETARÍA DE TURISMO

MÉXICO
Consejo de Promoción Turística

REGIONAL OFFICE FOR NORTH AMERICAN

TECHNICAL ANNEX

INTEGRAL COMMUNICATION SERVICES THAT ENABLE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. (THE BOARD) TO PROMOTE MEXICO'S BRAND AND IMAGE AND STIMULATE DEMAND FOR THE COUNTRY'S TOURISM PRODUCTS AND SERVICES ON INTERNATIONAL MARKETS, BY MEANS OF ANY MARKETING TOOL.

I. **TERM.-** Commencing on 14 July 2017 and expiring on 30 November 2018.

II. **TERRITORY.-** Comprises all the international markets that are relevant to Mexico, in accordance with the market conditions and promotional opportunities, with the exception of Mexico.

III. **PURPOSE.-**To contract an international agency to provide integral communications services that enable Consejo de Promoción Turística de México, S.A. de C.V..(the BOARD) to promote Mexico's brand and image and stimulate demand for the country's tourism products and services on international markets, by means of any marketing tool.

IV. **DESCRIPTION OF THE SERVICES.-**THE AGENCY undertakes to provide the BOARD, throughout the term of the contract, by means of the team designated for the execution of the projects, and in accordance with the characteristics and conditions described in the services required by the BOARD. The services described below shall be carried out according to the terms and conditions provided in the work orders issued by the BOARD and to the service proposal from the AGENCY for the approval of the departments responsible for monitoring and validating the services. All services must have the approval of the BOARD under the terms of the contract in order to be executed.

1. **Studies, research and diagnostics**
   1.1. Carry out, prepare, contract or obtain studies, research, surveys or any other item that enables the diagnosis, analysis, monitoring and evaluation of the situation of Mexico's brand and image and the behaviour of the competition as well as, where applicable, the tourist destinations in each of the markets established by the BOARD, tools, which may or may not provide real-time service, for supporting decision making or for the strategic development of communication, advertising, dissemination and public relations.

2. **Strategic planning of integral campaigns**
   2.1. Strategic planning and development of integrated programmes for promoting tourism products, attractions and tourist destinations, as well as Mexico's brand on international markets, coordinating these programmes with the BOARD's projects.
   2.2. Planning for the positioning of Mexico's global image according to the objectives of the BOARD's current Marketing Plan with those actions that enable the positioning of the activities carried out

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by the institution on the international markets to strengthen ties and the BOARD's relationship with its audiences.

2.3. Integrate services, innovative and modern tools that allow market conditions, consumer characteristics and the changes that may arise in the industry to be determined, as well as any studies, statistics, analyses and any other item that is necessary for supporting the service.

3. Creative concepts

3.1. Generate the guidelines for creative communication for the various marketing actions or campaigns required on the various markets, underlining the products, segments, attractions, destinations and Mexico's brand or any other aspect that needs to be incorporated into the communication, as well as the creative proposals, starting with communication concepts and creative processes.

4. Integral production campaigns

4.1. Shall allow for the supervision, any time the BOARD requests it, of the creative development and creative adaptation in advertising, promotion and diffusion materials, leaflets and printed material in general, as well as any that are necessary for compliance with the contract.

4.2. Carry out any exercises and adaptation required by the BOARD for events, promotional activities and/or any opportunity that is relevant for a specific market.

4.3. Take responsibility for any image or video banks that are suitable for its operation, as well as for controlling the payment of royalties for talent, photography and other rights.

4.4. The purchase, on behalf of and in the name of the BOARD, of the materials and services necessary for the production of advertisements, having obtained written authorisation from the BOARD. Shall take responsibility for the production of the pieces required for the communication initiatives according to the work plans and programmes authorised by the BOARD. To do so, the following actions shall be considered:

4.4.1. Generation of the creative materials in the formats requested by the BOARD, making any adjustments necessary for the work.

4.4.2. Shall take responsibility for submitting the aforementioned production material to anyone designated for such by the BOARD, where applicable.

4.4.3. The requested copies of all the material produced during the term of the contract shall be duly labelled and presented in the format requested by the BOARD at the time.

4.4.4. The materials and adaptations shall be submitted in the times and formats established by the BOARD.

4.4.5. Images will be produced as photographs and/or video, presentations arranged and given, content generated, texts translated, style corrected, materials adapted and printed.

4.4.5.1. The actions covered in this document include the design, pre-production, production and post-production services for video, photos and radio (including the production of images, recording of speakers, composition of original music, generation of audio design, audio mixes for radio, television and websites, rotoscoping, white balance and color correction as well as the encoding of masters in the formats required for their display). Any

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adaptations of existing versions, or the creation of new versions using materials from the BOARD's image banks, full HD digitalization, 2k or 4k, generation and animation of 2D and 3D animation, multi-format copies, DVD and Blu-Ray authoring, creation, style revision and translation of scripts requested by the BOARD. Likewise, consider platforms for the creation and distribution of content for television, cinema, radio and other media, which enable the promotion of some or all of Mexico's range of attractions for the purpose of international promotion.

4.5. It shall be responsible for providing applications and decorative items, drawing up proposals for the design of promotional spaces, invitations and promotional material or any that the BOARD indicates for the various activities it carries out.

4.6. Design, Development and Distribution of Content for Productions.

4.6.1. The actions covered in this document include design, production and platforms for the creation and distribution of content for television, radio, cinema and other media productions, which enable the promotion of some or all of Mexico's range of attractions for the purpose of international promotion.

4.6.2. If specialized services are required in order to carry out the activities for each discipline or to meet the specific market conditions, the AGENCY may request that third parties be hired to carry them out, without such hiring entailing subcontracting.

5. Production of content and associated materials

5.1. Generate and continuously update the content that enables systematic and coherent communication to be maintained in accordance with the BOARD's guidelines, with the various audiences, including the administration, development, operation, updating and maintenance of content for the digital communication developed by the BOARD; who shall specify the information, content and materials that can be submitted to the media and industry representatives.

5.2. Carry out the production of special publications for the promotion of Mexico.

5.3. Design, Production and Distribution of Promotional Articles.

5.3.1. Submit the design and characteristics of the promotional items to the BOARD for approval, supervise their production and, where applicable, coordinate their distribution, at the request of the BOARD.

5.3.2. Changes and alterations to these items may be requested when they do not meet the established quality standards or do not respect the brand and corporate image user manual.

5.4. Create and distribute documents and/or promotional material, including press releases, documents, editorial notes, speeches, presentations, books, content and/or promotional material on the BOARD's activities and/or the tourist destinations and/or sectors related to the tourist industry.

5.5. At the request of the BOARD, all press releases, promotional material and any other necessary item requested shall be translated into the required language and adapted for the market in question.

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6. Technology and digital production

6.1. Develop, administer, maintain, host, secure, update and improve the following digital products:

6.1.1. Websites, microsites, institutional channels and accounts on social media and/or any other digital media.

6.1.2. Mobile apps (for different operating systems, QR Codes, Augmented Reality, VR, among others)

6.1.3. Digital developments for offline activities

6.1.4. Destination pages.

6.1.5. Sector pages

6.2. Create and/or translate content for webpages (landing pages, promotional campaigns and the development of co-branded and social-media content). This content should be tropicalized and written in the language of the target country.

6.3. Any other tool that arises from advanced technology or from the practice of international marketing that supports the BOARD's companies. For the development of the activities, it shall carry out the following:

6.3.1. Performance analysis.

6.3.2. User feedback (e.g. monitoring comments, conversations on social media, Focus Groups, etc.).

6.3.3. Technological innovations

6.3.4. Market and/or industry trends.

7. Advertising media

7.1. Services for the planning, evaluation, administration and commissioning of media advertising platforms or any other digital technology.

7.2. Negotiations and proposals for the combination of selected media that complies with the requirements and objectives of the communication actions, so that the BOARD may approve the selection of the proposed type of media and spaces.

7.3. Presentation of the media plans for the BOARD's campaigns for the approval of the administrative units designated for the monitoring and verification of the service.

7.4. Implementation of the advertisements according to the authorisations issued by the BOARD.

7.5. The AGENCY, as part of the monitoring, may propose measures for the optimisation and creation of better purchasing conditions, or anything else that may be required to take advantage of any promotional opportunity that may arise.

7.6. Administration of the ad-server, with regard to the actual situation of the actions carried out, while having to submit the proof of services in accordance with the approved advertisements and the market usage and normal practices, while having to observe the conditions provided in this annex.

8. Traditional advertising media

8.1. Services for the planning, administration and commissioning of traditional advertising media, including: radio, television, outdoor advertising, screens, magazines, newspapers and any other type of media for the BOARD's advertising campaigns or any other that may be required to take advantage of any promotional opportunity that may arise.
The negotiations and the proposal for the combination of media selected that meets the

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requirements and objectives of the communications activities shall be carried out so that the BOARD may approve the selection of the type of media and proposed spaces.

8.2. Submission of the media plans for the BOARD's campaigns for the approval of the administrative units designated for the monitoring and verification of the service.

8.3. Implementation of the advertisements in accordance with the approvals issued by the BOARD, for each type of media.

8.4. THE AGENCY, as part of the monitoring, shall inform the BOARD of any situation that may have arisen through a change in the contracted specifications and may not have been carried out for reasons attributable to third parties.

8.5. Administration of the verification and integration of evidence of compliance with the guidelines, submitting evidence of services in accordance with the approved guidelines and with market usage and normal practices, while having to observe the conditions provided in this annex.

9. Social-media actions

9.1. At the request of the BOARD, the AGENCY shall be responsible for:

9.1.1. Designing the communication strategy on the BOARD's social media accounts, within the times previously established by the BOARD.

9.1.2. Administering and operating the digital communication channels and platforms on social media in English, French, Portuguese, German and any other language determined by the BOARD.

9.1.3. Monitoring perception and sentiment of the Mexico Brand in relation to tourism, on the web and on social media, by means of listening tools. The AGENCY shall provide the BOARD's team with access to this tool.

9.1.4. Developing and establishing an internet and social-media crisis management plan.

9.1.5. Developing a strategy for the engagement and recruitment of users in any market in which social media accounts and campaigns are run.

9.1.6. Using and optimising Community Management for the construction, management and administration of the online community surrounding the Mexico Brand, creating and maintaining stable and long-lasting relationships with the community and, in general, any interested user.

9.1.7. Generating and developing promotions, initiatives and content for social media and websites.

9.1.8. Creating a strategy for the promotion of the Mexico Brand on social-media platforms and UGC (User Generated Content).

9.1.9. Designing special apps and extraordinary social-media channels.

9.2. Based on the services requested, the actions on social media include, among others, the following:

9.2.1. The design, generation, development, operation, update, maintenance and administration of content for the BOARD's digital channels.

9.2.2. The generation of a work plan, schedule and reports on perceptions and sentiments resulting from the use of listening platforms, monitoring specific search terms.

9.2.3. The creation of the programme and annual work schedule, on a monthly calendar, describing the individual actions to be carried out, considering all the above-mentioned activities and any indicated by the BOARD.

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9.2.4. Involving the community from the various channels of the BOARD's social media in the publication of suitable and relevant material, such as photos, links to topical information, videos, questions, surveys and the organisation of competitions and promotions.

9.2.5. Planning for social media, a programme grid with the editorial content to be published shall be submitted on a weekly basis. This content must be based on the report of recommendations derived from the analysis of the publications themselves and market trends.

9.2.6. Contacting users identified as opinion leaders and/or who have large audiences to favor the spreading of content.

9.2.7. Dissemination of initiatives on the sites determined by the BOARD, by means of communication strategies that entail the use of various publication resources and applications available on the media platforms and social media.

9.2.8. Administering of the information contained on the platforms and news pages and press on social-media channels.

9.2.9. Designing, developing and implementing apps or the necessary technological developments at the request of the BOARD or at the agency's recommendation, in response to social-media and/or mobile strategies for each language or market.

9.2.10. Contributing to containing crises caused by external factors on the BOARD's social-media channels, through publication teams for critical situations and obtain an optimal real-time response speed.

9.2.11. Measuring activity based on the specifications and mechanisms established by the BOARD for all communication channels and digital-communication platforms in relevant media, social media and blogs.

9.2.12. Designing, developing and editing graphical audiovisual material to accompany content for social media in each language or market.

9.2.13. This content should be tropicalized and written in the language of the target country.

9.2.14. Creation of manuals covering the best practices; containment manual, contingency manual, and any other manual requested by the BOARD relating to social media.

10: Actions and alliances with influencers and celebrities

10.1. At the request of the BOARD, initiatives shall be proposed with influencers, celebrities or any other person or personality (real or fictitious) that allow the BOARD to benefit from the reputation, image, reach and any characteristic that is of value to the BOARD and its marketing objectives.

10.2. The initiatives may include formal associations, both long and short-term, with both individuals and personalities, and all the support necessary for the execution of such associations including production, logistics, events, activation, familiarization trips and specialist resources for achieving the campaign objectives.

10.3. Services for the planning, monitoring, selection and contracting of audiovisual material published by people or characters on social media that are useful for the purposes of the BOARD's communication.

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11. Direct and personalised marketing initiatives

11.1. At the request of the BOARD, direct marketing and personalised marketing initiatives should be proposed that allow communication campaigns to specifically target people that use a variety of marketing tools.

11.2. Secure and implement systems that use data, automation, orientation and tracking technology that allows the efficient and effective personalisation and delivery of messages, direct and personalised marketing content and programmes using physical methods and materials, digital methods and materials or virtual methods and materials.

12. Public-relations initiatives

12.1. Generate, update and keep up to date the market databases and contacts, databases which shall contain: Media agencies, establishing sources and specialisation topics for them; columnists, journalists and opinion leaders; international tourism industry; leading organisations in various sectors and/or organisations closely related to the industry and Chambers and associations, tour operators and travel agencies, hotel chains, airlines, etc.

12.2. At the request of the BOARD, initiatives aimed at the consumer, industry, media and representatives of other sectors, which increase their interest in making a trip to Mexico, shall be proposed.The actions should contemplate the organisation, management, coordination and development of competitions and/or draws for trips to Mexico to promote the national tourist destinations and guarantee the presence of the Country Brand at any events and forums that may be held.

12.2.1. Individual and Group Familiarisation Trips for Media and Representatives of Various Sectors, including the Industry. Familiarisation trips should be organised, coordinated and operated under the following guidelines:

12.2.1.1. Submit an annual schedule of familiarisation trips, indicating the sectors to be positioned, products and sectors to be promoted and destinations to visit, according to the BOARD's general communication strategy.

12.2.1.2. The personal expenses of the guests will be their own responsibility.

12.2.1.3. Submit a proposal of guests for the approval of the BOARD.

12.2.1.4. Negotiate and manage support and/or courtesies to service suppliers, and offices of tourism promotion in the destination in question, in collaboration with the BOARD.

12.2.1.5. The attendance, having received a request and authorisation from the BOARD, of one of the members of the work agency on the trip.

12.2.1.6. The travel expenses and other expenses of the personnel for Familiarisation Trips, events, fares, roadshows, international tours, etc., shall be billed to the AGENCY as payments to third parties, and they shall fall within the budget established for the project. Any expense falling outside of these guidelines shall not be covered by the BOARD.

12.2.2. The "Agency" shall establish and maintain a close communications relationship with journalists, columnists, opinion leaders and members of various sectors, including the industry.

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12.2.3. Organise and manage the provision of professional training seminars on the sector for industry members, opinion leaders and/or media.

12.2.4. Manage, coordinate and supervise the running of seminars and/or online and/or live training programmes on Mexico's complete range of attractions and its new products by travel agencies, tour operators, reservation centres and sales intermediaries, among others.

12.2.5. Participate in representing the BOARD in virtual shows or seminars in which the BOARD participates on an international level.

13. Initiatives with the industry, fares and conferences

13.1. At the request of the BOARD, the AGENCY will carry out the initiatives necessary for organisation, participation and support at events, fares, congresses, seminars, conventions, tours, official visits and/or roadshows, among other things, according to the schedule and the calendar and specifications established by the BOARD.

13.2. The concept shall be generated and/or coordinated and/or the presence of the Country Brand ensured, according to the previous objectives of the BOARD, in working sessions, fares and promotional events that attract attendees and potential consumers to the country's complete range of attractions.

13.3. Support and help the BOARD at promotional events, fares, congresses, tours, official visits, promotional events, etc., including the transport of media, industry personnel or the various sectors to cover, attend and participate in such events.

14. Communication initiatives

14.1. Prepare and distribute summary Morning Reports in electronic format, which shall be sent daily, in English and/or in Spanish, and in electronic format to the contacts determined by the BOARD and grant digital access to the coverage of the main news from the BOARD, the country's tourist destinations, the tourism sector and any sectors that have an impact, or, where applicable, that represent a risk to the tourist industry and the country's image. The information summaries shall be submitted at 6 a.m. at the latest (Mexico City time) and should cover the North American (USA and Canada), European, Latin American and Asian markets and any other markets from which information relevant to the Mexican tourist industry arises, and if the AGENCY uses the services of a specialist service for monitoring media, social media and other necessary areas of the market it shall not be considered as subcontracting. The BOARD may request that such monitoring company be changed at any time.

14.2. Policies for responding to requests shall be defined jointly with the BOARD.

14.3. The information exchange shall be carried out through the technological infrastructure and AGENCY communications. By no means may the BOARD's technological resources be used.

14.4. THE AGENCY shall prepare a list of media and contacts with a record of the media agencies and journalists who request information, as well as the status of the follow-up activities. It shall have the contact details necessary for their identification and monitoring.

14.5. Operate a Virtual Press Center for the generation of communications from Mexico.

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15. Response to critical issues and crises

15.1. In the event that there is a critical issue or crisis situation, THE AGENCY shall:

15.1.1. Propose a working method for responding to crisis situations, which includes carrying out communication actions, official stances, key messages and support documents.

15.1.2. Respond to situations that affect Mexico's image, from the BOARD and its Representation Offices, as well as the tourist destinations in Mexico.

15.2. In the event of a real crisis situation, the document shall immediately be adapted to the specific crisis and it shall be executed as soon as authorisation is received from the BOARD.

15.3. Once it has the BOARD's authorisation, it shall prepare and send special supervision for crisis situations and recommend actions that allow the response and, where applicable, minimise the impact and counter the negative image of Mexico, its destinations and tourist products in public opinion.

15.4. Propose mechanisms for coordination with the BOARD's Overseas Representation Offices, Executive Coordination of Public Relations and Communication Administration, depending on the case, as well as response and communication with the public services responsible.

15.5. Official stances and documents should be prepared in critical and crisis situations in the tourism sector and/or tourist destinations, which shall be included in the message guides.

16. Promotion and brand-presence initiatives

16.1. At the request of the BOARD, a promotional-initiatives and brand-presence strategy shall be prepared for each project or event requested by the BOARD to complement the promotional actions at fares, events, institutional tours, among others, and at any key times and on key markets that are identified as an opportunity for promotion and the strategy shall be validated by the Marketing Department.

16.2. A schedule shall be prepared identifying the actions to be carried out, the means and vehicles to be used, the calendar of actions and the budget, which should be submitted to the BOARD; including the estimated benefits, impacts and scopes in the short, medium and long-terms, if applicable.

16.3. Negotiate, plan and execute the promotional actions and brand presence including the submission of the corresponding reports.

16.4. Design and submit a public-relations and advertising programme in parallel with the promotional initiative, which includes a justification of the BOARD's investment and the strategy to maximise it.

16.5. The promotional initiative and brand presence should be evaluated based on criteria related to the visibility and benefits of the presence of the Country Brand and its destinations, as well as the impact it generates.

17. Marketing alliances with strategic partners

17.1. At the request of the BOARD, a strategy shall be created for marketing alliances with strategic partners for each project or event requested by the BOARD.

17.2. The strategic marketing partners may include companies in the tourism industry or in any other industry, organisations, groups, countries, states, cities or destinations, start-ups or any other

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type of partner that offers strategic value to the BOARD and its marketing goals due to the strategic partner's reputation, audience scope, assets, communication tools and other benefits.

18. High-impact events and initiatives

18.1. At the request of the BOARD, a strategy shall be created for high-impact events and activities for each project or event requested by the BOARD.

18.2. High-impact events and activities may include special events, festivals, conferences, sports tournaments, special exhibitions or any other high-impact event or activity of strategic value to the BOARD and its marketing objectives.

19. The innovative marketing tools

19.1. Explore and share with the BOARD the new marketing tools and innovations and consider opportunities to continue evolving, adapting and innovating in all of the BOARD's campaigns and integrated communication services by benefiting from such new innovative platforms and tools.

19.2. Consider how these innovations and new tools may help find new ways for the BOARD to reach the public, make its products and destinations stand out and improve the effectiveness and maximise the results of existing programmes.

20. Records, royalties and legal requirements

20.1. Carrying out the procurement, on behalf of and/or in the name of the BOARD, temporarily or definitively, of the copyrights on works of art and intellectual property, copyrights on patents, brands and commercial messages, and rights to use images, names of people, shots, etc., having received written authorisation from the BOARD.

20.2. The AGENCY, as the first point of contact in the procurement of the resources mentioned in this clause, shall use all means available to it to ensure that all the conditions are completely clear, both in their concept and their time and cost, in accordance with that requested by the BOARD.

20.3. It shall be the responsibility of the AGENCY to comply with all the legal and administrative requirements for the execution of the actions covered in this document.

20.4. The agency shall submit to the BOARD all intellectual property registration documents in the event that any registrations are made.

21. Comprehensive campaign supervision

21.1. The AGENCY shall be responsible for the complete coordination and supervision of the services and shall be accountable to the BOARD for compliance with the proposed objectives.

21.2. The operation shall be carried out with a central team, which shall be responsible for the general communication strategy, the planning and coordination of all the activities and disciplines that are required, as well as the administration and monitoring of the services, including the budget control, submission of samples, billing, reports and any other item necessary for complying with the obligations undertaken with the signing of the contract.

22. Administrative and operative coordination

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22.1. Shall be responsible for submitting the following reports:

22.1.1. For the monitoring and verification of advertising campaigns in traditional media and online, agreements shall be established with the BOARD for their submission and revision and the operation manuals on these areas shall be followed. The campaign-end folders shall include the following: The briefs and/or media strategies, initial plans, executed plans, added value (where applicable), statistical reports and exhibition samples and the corresponding evidence or samples shall be submitted within 120 (one hundred and twenty) calendar days, starting from the final day of the campaign's execution.

22.1.2. For the tracking of advertising in the media, the agency shall submit information and reports (for all markets and media) with monthly divisions. These reports shall be submitted within the first 10 working days of each month and shall include the activity schedules, the investment by market/term and the GRPs and TRPs achieved.

22.1.3. Quarterly reports on the competition's investments. These reports shall be submitted within the following 10 working days. For this report, the BOARD shall confirm the list of markets and the competing countries for which it shall submit the investment report, calendar and GRPs and TRPs.

22.1.4. Post-buy evaluation: At the end of the institutional campaign, the agency shall provide the BOARD with the post-buy analysis in order to verify that the defined objectives were achieved, such as the target public, percentage reached, average number of impacts, coverage, duration; and any other indicator that may arise in the future at the end of the campaign, within the following 90 calendar days or whenever required by the BOARD. For the cooperative campaigns the agency shall provide the post-buy analysis at the request of the BOARD.

22.1.5. Executive report on the Public Relations activities, showing the specific quantitative and qualitative results. The report shall be monthly and shall be included in the corresponding folder and shall include the ROI (Return on Investment) and an index specifying, point by point, the compliance with the technical annex applicable to the PR activities.

22.1.6. Executive report by event, action and/or activity, which includes a photographic and descriptive report of the actions carried out, showing the specific quantitative and qualitative results.

22.1.7. Digital production and technology report, in which all the resulting material is included, bringing together the codes, programmes and other items required for its implementation. Accompanied by prints of homepages, microsites, apps, etc.

22.1.8. Monthly creativity and production report, covering all the material resulting from the Advertising Strategy, Creativity and Production carried out, including verifications and evidence.

22.1.9. Report on the status of royalties and copyrights; which shall be submitted quarterly, special projects, videos and photography generated before and during the term of the contract, which shall contain the name of the campaign and/or project, version, duration, type of royalty (talent, voice, music) and its validity, the status of the last payment generated, markets covered, media covered and the information determined by the BOARD.

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22.1.10. Budget reports, during the term of the contract and until it has been reconciled and the final payments made. Budget reports shall be submitted on a monthly basis. The reports shall be on the status of the budget established in the contract and shall contain the actions pending invoicing, the actions paid for by the BOARD. It shall be submitted digitally during the first 5 days of the month immediately following.

22.1.11. Social Media Reports:

22.1.11.1. Report on recommendations derived from the analysis of the publications and industry, user and social media trends.

22.1.11.2. Monthly report including:: Analysis of the community, Analysis of trends and Analysis of the publications.

22.1.11.3. Daily report on social listening.

22.1.11.4. Daily report on publications by status.

22.1.11.5. Monthly follow-up report on the growth of the community, including reach, engagement and any other relevant statistic that may be requested by the BOARD.

22.1.11.6. As well as any other report requested by the BOARD regarding the presence of the brand, campaigns and/or social-media activity.

22.2. All the reports, invoices, financial statements, audiovisual material and other deliverables shall be in a digital format.

22.3. Anything that involves graphical presentation, such as printed documents and/or images, shall be submitted promptly in folders that have been duly sorted and labelled, likewise for the submission of audiovisual samples; or as required by the BOARD.

22.4. In all cases in which there is "AUDIOVISUAL PRODUCTION", the AGENCY shall be responsible for backing up all the material generated in its creation (RAW camera files and encoded video files from the image lifting, generation of 2D and 3D graphics, color correction tracks, generic and final masters) with the company designated for such by the BOARD. Such backup shall be made within the 30 calendar days following the approval and delivery of the final masters, from the production or post-production of new pieces. The cost of the hard-disk copy of all the aforementioned materials that are to be backed up shall be submitted as part of the PRODUCTION costs, therefore the BOARD will not accept any additional charge for this purpose.

TYPE	DESCRIPTION	VERIFICATION
Prints	Canvases, Banners, Hoardings, Bus-stop Advertising, Shows, Coaches, Tri-Fold Brochures, Bi-Fold Brochures, Advertorials, associated materials, etc.	USB or Hard Disk Printed images, editable files (files in Illustrator/Photoshop, photographs in HR, packaging of fonts and/or converting them into curves, reference PDFs or JPGS)
Videos	Editions, Animatics, Animations, etc.	USB or Hard Disk, Master of every version under the following specifications: Quicktime file (.mov), Codec Apple ProRes 422 HQ, Size 1920 X 1080 (HD) 16:9, Square px, FPS 23.97, Audio 48 Khz, 16 bits, uncompressed stereo. In all cases it is necessary to submit

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		the Master and the Generic Master, as well as the audio session (Protools or similar) with the separate tracks and the final mix.
Texts	Copies, Translations, Adaptations.	USB or Hard Disk and folder with all the content generated, as well as the printed document with original text and the respective translation.
Promotional actions	Graphical and/or audiovisual memory	USB or Hard Disk and folder with all the generated content.
Electronics	Materials generated per campaign or action.	USB or Hard Disk, printed images.

For media, the following verification shall be submitted in support of the service provided:

TYPE	DESCRIPTION
Printed materials	For **magazines:** They shall be submitted in a physical format except when, due to market customs or practices and with the previous authorisation of the BOARD, they cannot be submitted, in which case a digital scan of the printed insertion shall be submitted. In both cases, the date and name of the media; if unspecified in the insertion, the front cover of the magazine and/or spine shall be included. A digital scan shall be submitted with the front cover of the magazine and the advert in situ with the previous and/or subsequent page. For **press:** E-sheet of the publication or original copy, containing the date and name of the vehicle. In the event that the page does not show the name of the vehicle, the advert shall be presented in situ with the previous and/or subsequent page. For promotional material, a copy of the material created (leaflets, tri-fold brochures, flyers, etc.) shall be submitted and also remitted to the BOARD's offices, or a letter, on paper with the media agency's letterhead, signed by the media agency, listing the sites for the material's distribution.
Television and radio	Logbook or transmission report on printed media (invoice / affidavit). The media agency logbook should include: number of units, duration, transmission date, channel, place and schedule. For integrated products, the digital file shall be submitted, including the transmission of at least 20% of the executed actions. Example: mentions, bumpers, etc.
External Media Agencies	Logbook or report on paper with the media agency's letterhead, signed by the media agency and including details of the placement sites, display time and format, and with attached sample photographs of the positions purchased on hoardings, lorries, outdoor advertising, advertising panels, bus-stop advertising, etc. For the photographic samples, a 10% minimum is required for institutional campaigns and 100% for cooperative campaigns unless the number commissioned is in excess of 50 positions, in which case a random sample of the positions may be submitted. For the case of digital outdoor advertising, the verification may be submitted

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	through a logbook. For institutional campaigns, the BOARD may request photographs and/or videos in high resolution and with the characteristics defined by the BOARD.
Digital, Online and Mobile Media Agencies	Ad-serving report, which includes the number of ad impressions, clicks and CTR, per purchased space, among any other statistics that the BOARD may define. Screenshot of each of the formats used on the platforms or sites, showing the corresponding logo or logos, the URL of the website or web page, the display date and the creations displayed, etc. The report and the screenshots shall be submitted in print. For campaigns in which the technology does not allow the use of the ad-serving service, the verification format shall be determined with the BOARD. The cost of the ad-server or measurement tool shall be broken down for each of the proposed and executed advertisements. At the request of the BOARD, reports shall be prepared on the evaluation of the digital media and its impact on the promotion campaigns carried out, as well as any other kind of report related to the execution of the digital-media campaigns.

DESIGNATED AGENCY PERSONNEL

The operation shall be managed by a central team located in New York and a support team located in Mexico City. This central team shall be responsible for the general communication strategy, the planning and coordination of all the activities and services required, as well as the administration and monitoring of the services including budgetary control, submission of samples, invoicing, reports and any other item that is necessary for complying with the obligations undertaken upon the signing of the contract.

In order to comply with the services, it shall employ a central team responsible for the strategy and integrating the activities carried out by the teams that specialise in each of the disciplines that form this agreement.

THE AGENCY shall have teams in the various departments of the AGENCIES, affiliated and/or associated companies, which are necessary for completing the workload and the existing marketing or promotion plans on the specific market.

Integral Central Communication Team

PERSONNEL	PROFILE
1	Global Accounts and Central Team Director
1	Integral Communication Planning Director
1	Director of Promotion, PR, Social Media and Events
1	Media Director
1	Creative Director

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2	Global Operations Account Executive
1	Global Planning Executive
1	Accounts Executive
1	Head of Global Finance
1	Head of Global Administration
1	Head of Global Legal Operations
3	Financial Executive
4	Administrative Executive

Promotions Team

PERSONNEL	PROFILE
2	Global Promotion Project Manager
1	Information Supervisor
2	PR, Advertising and Promotion Executive
1	Operations Executive
1	Head of Digital and Social Media
1	Digital and Social Media Supervisor
1	Content and Materials Producer
2	Digital and Social Media Executive
1	Media Planning Director
1	Traditional and Digital Media Accounts Director
1	Administrative Media Operations Supervisor
3	Traditional Media Implementation Executives
3	Digital Media Implementation Executives
1	Media Monitoring Executives
1	Search Engine Optimiser

Strategy and Production Team

PERSONNEL	PROFILE
1	Director of the Strategy and Production Team
1	Planner

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1	Operations Coordinator
1	Creative Director
2	Designer
1	Art Director
2	Supervisor of Administrative Operations for Production
2	Producers
1	Copywriter

In the event that specialised human resources are required to carry out the activities for each service or respond to the specific conditions of each market, as well as the BOARD's requirements for each one's individual times and specifications, the AGENCY may request that third parties are hired to carry them out, which shall be approved by the BOARD, without such hiring entailing subcontracting.

The AGENCY and the BOARD shall agree, based on the commercial and occupational practices of each market and the needs of the service, on the availability of the assigned team.

V. BUDGET

The amount of the investment assigned to this integral international tourism promotion campaign is a minimum of 70,000,000.00 USD (SEVENTY MILLION US DOLLARS) up to a maximum of 95,000,000.00 USD (NINETY FIVE MILLION US DOLLARS).

The BOARD shall pay the AGENCY, as fees, in return for the services provided, ____% (___ percent) of the amount spent, during the term of the contract, taking into account the amount of the investment assigned in the previous paragraph.

The payments shall be made monthly in arrears for the services rendered.

The BOARD undertakes to pay, at the very least, the fees corresponding to the minimum budget of this recruitment procedure.

The fee percentage includes administration and operation expenses, as well as verification expenses and shall be fixed throughout the term of the contract.

The AGENCY, within the 30 days following the signing of the contract, shall submit and agree with the BOARD, the work programme with the budget distribution established for each type of service, according to the brief received and the requirements of the campaign.

The budget distribution may be modified in accordance with the BOARD's promotion requirements and any conditions that arise during the campaign.

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SECTUR
SECRETARÍA DE TURISMO

MÉXICO
Consejo de Promoción Turística

REGIONAL OFFICE FOR NORTH AMERICAN

CONSEJO DE PROMOCIÓN TURÍSTICA DE MEXICO. S.A. DE C.V.
INTERNATIONAL SERVICES TECHNICAL ANNEX

REQUESTER

Mr CÉSAR EDUARDO MENDOZA NÚÑEZ
NORTH AMERICAN REGIONAL DIRECTOR

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