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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Greenberg Traurig, LLP	5712

3. Name of Foreign Principal
Secretaria de Economia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 03/14/2022

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Advice and counsel related to government relations issues.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

On behalf of Secretaria de Economia, the registrant will monitor activities of Administration officials, U.S. government agencies, Members of Congress, and their staff, outreach to industry representatives and other thought leaders to educate them on issues of importance to Economia and the U.S. - Mexican bilateral relationship, and advise Economia regarding USMCA implementation and other U.S. policies of interest.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The representation of the foreign principal before the Legislative and Executive Branches will include providing advice on meetings the client will conduct with Members of Congress and their staff, members of the administration and government agencies.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
05/10/2022	Robert Mangas	/s/Robert Mangas

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
5/10/22	ROBERT MANGAS	

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ECONOMÍA

2022 Ricardo Flores Magón Año de

CONTRATO DE PRESTACIÓN DE SERVICIOS ESPECIALIZADOS NÚMERO 001-2022 QUE CELEBRAN, POR UNA PARTE, EL EJECUTIVO FEDERAL POR CONDUCTO DE LA SECRETARÍA DE ECONOMÍA, EN LO SUCESIVO "LA SECRETARÍA", REPRESENTADA EN ESTE ACTO POR LA DIRECTORA GENERAL DE SEGUIMIENTO, ADMINISTRACIÓN Y SUPERVISIÓN DEL CUMPLIMIENTO DE TRATADOS COMERCIALES DE LA SUBSECRETARÍA DE COMERCIO EXTERIOR (SCE), MTRA. LYDIA ANTONIO DE LA GARZA, Y POR LA OTRA PARTE, GREENBERG TRAURIG, LLP, REPRESENTADA EN ESTE ACTO POR EL C. ROBERT JOSEPH MANGAS TAMBIÉN CONOCIDO COMO ROBERT MANGAS EN SU CALIDAD DE REPRESENTANTE LEGAL, A QUIEN EN LO SUCESIVO SE LE DENOMINARÁ "EL PROVEEDOR", DE CONFORMIDAD CON LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS:

DECLARACIONES

I. DE "LA SECRETARÍA":

I.1 Que es una Dependencia del Poder Ejecutivo Federal, de conformidad con los artículos 2, fracción I, y 26 de la Ley Orgánica de la Administración Pública Federal, cuya competencia y atribuciones se señalan en el artículo 34 del mismo ordenamiento.

I.2 Que de conformidad con lo dispuesto en los artículos 2, apartado A, fracción II, numeral 33; 12, fracción VII; y 50, fracciones I, II y III, del Reglamento Interior de la Secretaría de Economía, publicado en el Diario Oficial de la Federación el 17 de octubre de 2019 y reformado en la misma fuente informativa el 12 de abril de 2021, la Directora General de Seguimiento, Administración y Supervisión del Cumplimiento de Tratados Comerciales, Mtra. Lydia Antonio De la Garza, cuenta con las facultades para celebrar el presente contrato.

I.3. Que de acuerdo con lo dispuesto en los incisos a, b, y d, numeral 1, Capítulo VIII de las Políticas, Bases y Lineamientos en materia de Adquisiciones, Arrendamientos y Servicios de la Secretaría de Economía vigentes, así como en el numeral VII. Procedimiento de Contratación Propuesto, previsto en el **Anexo 1, Justificación de la Contratación en el Extranjero para la Autorización de Dictamen de Procedencia** y en **el Anexo 2 Dictamen de Procedencia para la Contratación de Servicios Especializados en Estados Unidos de América, en Asesoría Técnica, Análisis y Estrategia en Materia de Comercio Exterior que Atiendan y Promuevan los Intereses de México en ese País, para el Ejercicio Fiscal 2022,** suscribe el presente contrato el Mtro. César Manuel Remis Santos, Ministro en la Agregaduría Comercial de la Secretaría de Economía en Washington, D.C., (AGREGADURÍA) quien es el servidor público de la Secretaría de Economía que fungirá como Administrador del Instrumento Jurídico, responsable del seguimiento, evaluación y control técnico y operativo del presente contrato, hasta el total cumplimiento de los derechos y obligaciones pactadas en el mismo, en su calidad de administrador del contrato y enlace con **"EL PROVEEDOR"**. Asimismo, será el servidor público responsable de coadyuvar en los trámites administrativos.

I.4 Que, para el cumplimiento de sus objetivos, requiere la contratación de los **Servicios especializados en Estados Unidos de América, en asesoría técnica, análisis y estrategia en materia de comercio exterior que atiendan y promuevan los intereses de México en ese país, para el ejercicio fiscal 2022,** cuyos alcances y especificaciones se precisan en los Anexos 1 y 2, los cuales forma parte integral del presente contrato.

I.5 Que debido a que los servicios se prestarán fuera del territorio nacional, y dado que las oficinas y representantes legales de **"EL PROVEEDOR"** se ubican en el extranjero, específicamente en Washington D.C., la adjudicación del presente contrato se realizó al amparo de lo establecido en el artículo 16 de la Ley de Adquisiciones, Arrendamientos y Servicios del Sector Publico (LAASSP).

I.6 Que cuenta con los recursos financieros necesarios para llevar a cabo el presente contrato, como se acredita con la suficiencia presupuestaria número 00138 de fecha 03 de marzo de 2022, conforme lo establecido en el artículo 25 de la LAASSP, emitida por la Dirección General de Programación, Presupuesto y Contabilidad (DGPPC) de la Secretaría de Economía, que se anexan como documentación soporte al contrato.

I.7 Que para el servicio objeto del presente contrato, cuenta con el Acuerdo de autorización del C. Titular de la Unidad de Administración y Finanzas y justificación para erogaciones por concepto de consultorías, asesorías, estudios e investigaciones de fecha 25 de febrero de 2022, con número de control DGSASCTC.001.2022.

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I.8 Que **"LA SECRETARÍA"** tiene su domicilio en el inmueble ubicado en Calle Pachuca No. 189, piso 17, Colonia Condesa, Demarcación Territorial Cuauhtémoc, Código Postal 06140, Ciudad de México y la **"AGREGADURIA"** se ubica en 1911 Pennsylvania Avenue, N.W., 8th Floor, Washington, D.C., 20006, en los Estados Unidos de América.

II. DE "EL PROVEEDOR":

II.1. Que es una asociación legalmente constituida, tal y como se acredita con el Certificado de Incorporación número 2454503 del Estado de Nueva York, EUA, con vigencia efectiva a partir del 28 de diciembre de 1999.

II.2. Que Robert Joseph Mangas también conocido como Robert Mangas tiene las facultades pertinentes para suscribir el presente contrato, tal y como aparece en el nombramiento otorgado por Laura Klaus, en su carácter de Apoderada Legal de Greenberg Traurig, LLP, situación que se acredita con el documento de "Certificado de Actos Legales y Corporativos" del 07 de diciembre de 2020.

II.3. Que ha considerado todos y cada uno de los factores que intervienen en la realización de la prestación del servicio, manifestando reunir las condiciones técnicas, así como la organización y elementos necesarios para el cumplimiento del presente instrumento jurídico.

II.4. Que conoce y se obliga a cumplir el contenido del presente contrato, así como la Justificación de la Contratación en el Extranjero para la Autorización de Dictamen de Procedencia y en el Dictamen de Procedencia para la Contratación de Servicios Especializados en Estados Unidos de América, en Asesoría Técnica, Análisis y Estrategia en Materia de Comercio Exterior que Atiendan y Promuevan los Intereses de México en ese País, para el Ejercicio Fiscal 2022 de la contratación y Dictamen de Procedencia, que es parte integrante del mismo.

II.5. Que señala como domicilio legal para efectos del presente contrato el ubicado en 2101 L Street, N.W., Suite 1000, Washington, D.C., EUA, 20037.

II.6 Que, bajo protesta de decir verdad, manifiesta no encontrarse en los supuestos que señalan los artículos 50 y 60, antepenúltimo párrafo de la LAASSP.

III. DE "LAS PARTES":

III.1. Es voluntad de **"LA SECRETARÍA"** y de **"EL PROVEEDOR"**, en lo sucesivo **"LAS PARTES"**, celebrar el presente contrato, para lo cual se reconocen ampliamente las facultades y capacidad necesarias, mismas que no les han sido revocadas o limitadas en forma alguna, por lo que de común acuerdo se obligan de conformidad con las siguientes:

CLÁUSULAS

PRIMERA - OBJETO

"LA SECRETARÍA", encomienda a **"EL PROVEEDOR"** y éste acepta y se obliga a proporcionar los **"Servicios especializados en Estados Unidos de América, en asesoría técnica, análisis y estrategia en materia de comercio exterior que atiendan y promuevan los intereses de México en ese país, para el ejercicio fiscal 2022"**, toda vez que resultan necesarios para continuar con las actividades de administración, supervisión de la operación y seguimiento de los acuerdos establecidos en el T-MEC, particularmente de temas actuales en materia ambiental, laboral, agrícola, industrial y en general, cualquier medida o política que afecten o puedan afectar los intereses comerciales de nuestro país.

SEGUNDA - ALCANCES

Se requiere que **"EL PROVEEDOR"** proporcione los siguientes servicios:

A. Continuar y fortalecer el contacto con los tomadores de decisión del más alto nivel, principalmente en la Administración del presidente Joe Biden, en los Departamentos de Comercio y de Agricultura, la Oficina

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del Representante Comercial de los Estados Unidos de América (USTR), el Congreso de los Estados Unidos de América, la Comisión de Comercio Internacional y los gobiernos estatales, entre otras oficinas gubernamentales relevantes para la operación del T-MEC. También se requiere continuar la asesoría a la SE en la estrategia de fortalecer la relación con dichas agencias en la mencionada Administración y con la 117ª Legislatura de EUA, la renovación de 435 representantes y de 34 nuevos senadores, dando seguimiento a las principales prioridades de la agenda comercial, los riesgos potenciales para México respecto a la política comercial de EUA, y recomendar posibles acciones para mitigarlos, asesorando sobre una estrategia de relacionamiento con actores relevantes, dar continuidad e incrementar la vinculación con una red de aliados de México que fortalezca la defensa de sus intereses en EUA con organismos empresariales, la sociedad civil, asociaciones, grupos de interés e instituciones especializadas en temas políticos y de comercio internacional en EUA, a fin de coordinar visitas y presentaciones en EUA, de servidores públicos mexicanos en discursos y reuniones de alto nivel y con medios en ciudades y regiones estratégicas en apoyo a operación del T-MEC y el comercio libre con América del Norte;

B. Compartir análisis e información, desde el punto de vista político-comercial, sobre el proceso de operación del T-MEC, con un enfoque particular en los temas actuales de la agenda (y aquellos que puedan surgir durante la vigencia del contrato del Gobierno y el Congreso de EUA), incluyendo asuntos medioambientales como las consultas solicitadas por EE.UU. al amparo del Capítulo de Medio Ambiente del T-MEC en febrero de 2022, sobre la protección de la vaquita marina, la prevención de pesca ilegal y el tráfico de peces totoaba; los asuntos laborales, incluida la implementación de las obligaciones del capítulo laboral, la orden de detención de embarques de tomates mexicanos emitida en octubre de 2021 y las cuestiones relativas a trabajo forzoso que puedan impactar nuestras exportaciones; cualquier medida o política comercial que afecte productos agrícolas perecederos y estacionales y, en particular, aquellas que estén relacionadas con las investigaciones factuales sobre pepino y calabaza (cuyos reportes fueron publicados en enero de 2022), pimiento morrón y fresa (cuyas importaciones están siendo monitoreadas desde diciembre de 2020); seguimiento a la suspensión de importaciones de aguacate de México y a la excepción a los requisitos de contenido de jugo para la toronja de México; continuar el seguimiento y análisis de las acciones de la Administración Biden que afecten el sector cárnico de EE.UU., incluidas cuestiones sobre etiquetado de origen; políticas y acciones sobre cadenas de suministro, incluido el suministro de semiconductores; la relación comercial entre China-EE.UU. y su impacto comercial en la relación con México; seguimiento a los temas abarcados en el Diálogo Económico de Alto Nivel; y, en general, cualquier medida o política que afecten o puedan afectar los intereses comerciales de nuestro país.

C. Proveer asesoría técnica y análisis para coordinar posiciones estratégicas entre gobiernos e instituciones privadas en favor de México y proporcionar información oportuna acerca del proceso legislativo sobre temas que pudieran impactar la agenda comercial bilateral (incluida la iniciativa Build Back Better Act que contiene el incentivo sobre autos eléctricos y, en general, iniciativas que impacten las intereses comerciales de este sector), principalmente sobre la operación del T-MEC, irritantes comerciales y las medidas aplicadas conforme al Trade Expansion Act de 1962, el Tariff Act de 1930 y el Trade Act de 1974, incluido el seguimiento al Acuerdo y el monitoreo realizado como consecuencia de las investigaciones en materia de seguridad nacional sobre acero y aluminio; seguimiento político-comercial a la investigación sobre acero eléctrico (cuya recomendación no ha sido adoptada); análisis y apoyo en la investigación factual solicitada por el USTR en diciembre de 2021 sobre zonas francas; y apoyo y asesoría en la estrategia político-comercial en la extensión de la salvaguardia sobre paneles solares que se dio a conocer el 4 de febrero de 2022.

D. Realizar análisis de los comunicados y discursos oficiales de EUA sobre programas agrícolas que puedan afectar directa o indirectamente los intereses comerciales de nuestro país; análisis de la política comercial de dicho país a nivel internacional; así como de reportes escritos de sesiones informativas y audiencias de comités y de agencias federales que permitan prever posicionamientos e impactos futuros de la Administración y el Congreso de EUA en la agenda comercial bilateral; y

E. Analizar el reporte especial 301 sobre propiedad intelectual que emita el USTR en 2022; dar seguimiento a negociaciones comerciales multilaterales o bilaterales de EUA en 2022, continuar el seguimiento de la política industrial, de relocalización de cadenas de valor u otras políticas que afecten a las exportaciones mexicanas, así como análisis de la manera en que los actuales y potenciales tratados comerciales afectarán a México, vigilando el cumplimiento de los compromisos internacionales de EUA, y sus socios en acuerdos comerciales multilaterales y regionales en vigor.

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TERCERA- MONTO

Las **"PARTES"** convienen en que el monto total del contrato será de USD$300,000.00 (TRESCIENTOS MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA 00/100). El cuál se pagará de conformidad con la siguiente cláusula.

CUARTA- FORMA DE PAGO

El pago de la prestación de los servicios se realizará de acuerdo a la cotización presentada por **"EL PROVEEDOR"**, en dólares de los Estados Unidos de América. La cotización de **"EL PROVEEDOR"** se agrega al presente contrato y se considera parte integral del mismo.

El pago por los servicios recibidos se realizará en 10 exhibiciones mensuales, por un monto de USD$30,000.00 (TREINTA MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA 00/100) para el periodo de marzo a diciembre de 2022.

Los pagos se harán al término de cada mes calendario, previa entrega en tiempo y forma de los documentos entregables, reporte y la factura correspondiente. El pago se hará dentro de los 20 días naturales posteriores contados a partir de la entrega de dichos documentos, a entera satisfacción de la **"AGREGADURÍA"**.

Una vez aprobado el pago por parte de la Dirección General de Seguimiento, Administración y Supervisión del Cumplimiento de Tratados Comerciales (DGSASCTC) y la **"AGREGADURÍA"**, se realizará una transferencia bancaria a la cuenta bancaria indicada por **"EL PROVEEDOR"** de servicios.

Los documentos anteriormente mencionados tendrán que enviarse al administrador para su aprobación, a las siguientes cuentas de correo electrónico:

Nombre	Correo electrónico
Edgar Braham Herrera	edgar.braham@economia.gob.mx
Agregaduría de la Secretaría de Economía en Washington, D.C.	tradeoffice1@economia.gob.mx

"LA SECRETARÍA" y la **"AGREGADURÍA"** no otorgarán anticipos.

Las obligaciones de pago en moneda extranjera contraídas dentro o fuera de la República Mexicana para ser cumplidas en esta, se solventarán entregando el equivalente en moneda nacional, al tipo de cambio que rija en el lugar y fecha en que se haga el pago.

Dado que la contratación se regirá por el artículo 16 de la LAASSP, la normatividad aplicable será la del lugar de prestación del servicio (Washington, D.C.), por lo que no es aplicable el otorgamiento de una garantía prevista en el artículo 48 de la LAASSP. No obstante, **"EL PROVEEDOR"** garantizará tener solvencia para poder responder ante cualquier reclamación derivada del eventual incumplimiento del contrato, mediante póliza de responsabilidad profesional, lo que permitirá salvaguardar los intereses de **"LA SECRETARÍA"**.

Los documentos que soporten la entrega de los servicios deberán conservarse en los archivos del área requirente.

Para la obtención del pago, **"EL PROVEEDOR"** deberá entregar al administrador del presente instrumento jurídico la documentación legal que determine la obligación de efectuarlo, para que este último integre el expediente correspondiente con apego a lo establecido en las fichas publicadas en el portal aplicativo e-Rutas a fin de presentar el trámite ante la Dirección General de Programación, Presupuesto y Contabilidad (DGPPC) de **"LA SECRETARÍA"**.

Los pagos se realizarán a través de abono bancario, por lo que **"EL PROVEEDOR"** deberá proporcionar a la **"AGREGADURÍA"**, la documentación necesaria para el registro de la cuenta bancaria.

La facturación que se reciba posterior al cierre del ejercicio presupuestal 2022, de conformidad con las reglas que determine la Secretaría de Hacienda y Crédito Público, se pagará según lo efectivamente devengado, conforme

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a las normas presupuestales correspondientes mediante el sistema de pago de Adeudos de Ejercicios Fiscales Anteriores (ADEFAS) y lo dispuesto por la DGPPC de **"LA SECRETARÍA"**.

En caso de que las facturas entregadas por **"EL PROVEEDOR"** para su pago presenten errores, la **"AGREGADURÍA"** dentro de los tres días hábiles siguientes al de su recepción indicará a **"EL PROVEEDOR"** las deficiencias que deberá corregir, por lo que el procedimiento de pago reiniciará en el momento en el que el **"EL PROVEEDOR"** presente la factura corregida.

QUINTA. - VIGENCIA

La contratación tendrá vigencia a partir del 1° de marzo y hasta el 31 de diciembre de 2022.

SEXTA. - OBLIGACIONES DE "EL PROVEEDOR"

1. **"EL PROVEEDOR"** se compromete a responder las consultas de la **"AGREGADURÍA"** respecto a los servicios prestados y, de ser el caso, responder las consultas que **"LA SECRETARÍA"** le consulte a través de la **"AGREGADURÍA"**. Dichas consultas podrán ser respondidas mediante información proporcionada telefónicamente, por correo electrónico o por cualquier otro medio que determinen **"LA SECRETARÍA"** y la **"AGREGADURÍA"**.

2. Los plazos para ejecutar los servicios, opiniones, análisis u otro tipo de acciones se definirán por los funcionarios de la **"AGREGADURÍA"**, previa validación de **"LA SECRETARÍA"**, y se le harán saber a **"EL PROVEEDOR"** del servicio a través de comunicaciones electrónicas y/o escritas. Asimismo, la realización de las actividades estará sujeta a la aprobación por parte de **"LA SECRETARÍA"**, previa revisión y validación de la **"AGREGADURÍA"**.

3. **"EL PROVEEDOR"** deberá considerar que, en caso de que se requiera, se trasladará a México para atender cualquier tema vinculado con el servicio.

4. Conforme a la cláusula CUARTA, al finalizar el mes calendario **"EL PROVEEDOR"** deberá entregar un reporte de actividades mensual en el que describirá los servicios prestados y actividades desarrolladas durante el periodo que cubra el reporte, mismo que deberá incluir la siguiente información:

	Fecha	Tema	Descripción del servicio prestado	Consultor que prestó el servicio	Funcionario que solicitó o recibió el servicio
1.	dd/mm/aaaa			Nombre completo	Nombre completo

El prestador del servicio deberá entregar la información que se le requiera, vía electrónica y/o escrita, en las oficinas de la "AGREGADURÍA" en Washington, D.C., ubicada en 1911 Pennsylvania Avenue N.W., 8th Floor, Washington, D.C. 20006, en los Estados Unidos de América en días hábiles, en un horario de 9:00 a 18:00 horas.

El envío por vía electrónica deberá hacerse al administrador del contrato, con copia a los correos electrónicos siguientes:

Nombre	Correo electrónico
Edgar Braham Herrera	edgar.braham@economia.gob.mx
Agregaduría de la Secretaría de Economía en Washington, D.C.	tradeoffice1@economia.gob.mx

SÉPTIMA. - AMPLIACIÓN DEL CONTRATO

"LAS PARTES" están de acuerdo en que por necesidades de **"LA SECRETARÍA"**, podrá ampliarse la prestación del servicio objeto del presente contrato, de conformidad con el artículo 52 de la "LAASSP", siempre y cuando el monto de las modificaciones no rebase, en conjunto, el 20% (veinte por ciento) de los conceptos y volúmenes establecidos originalmente. Lo anterior, se formalizará mediante la celebración de un Convenio Modificatorio. Asimismo, con fundamento en el artículo 91 del Reglamento de la "LAASSP", **"EL PROVEEDOR"** deberá entregar

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la modificación respectiva mediante la póliza de responsabilidad profesional señalada en el penúltimo párrafo de la **CLÁUSULA CUARTA** de este contrato.

OCTAVA. - OBLIGACIONES DE "LA SECRETARÍA" y la "AGREGADURÍA"

1. Otorgar todas las facilidades necesarias, a efecto de que **"EL PROVEEDOR"** lleve a cabo sus servicios en los términos convenidos.
2. Sufragar el pago correspondiente en tiempo y forma, por el servicio contratado.

NOVENA. - PROPIEDAD INDUSTRIAL

"EL PROVEEDOR" asume la responsabilidad total en caso de que, al proporcionar los servicios objeto del presente contrato, infrinja disposiciones en materia de patentes, marcas, o viole otros registros de derechos de propiedad industrial, a nivel nacional e internacional.

DÉCIMA. - PROPIEDAD INTELECTUAL

"EL PROVEEDOR" acepta que renuncia a aquellos derechos de autor u otros derechos exclusivos que resulten de la prestación de los servicios materia de este instrumento, mismos que invariablemente deberán constituirse a favor del Gobierno de México.

DÉCIMA PRIMERA- INFORMACIÓN CONFIDENCIAL

Las **"PARTES"** están conformes con que la información que se derive de la celebración del presente instrumento, así como toda aquella que **"LA SECRETARÍA"** y la **"AGREGADURÍA"** entreguen a **"EL PROVEEDOR"** tendrá el carácter de confidencial, por lo que **"EL PROVEEDOR"** se compromete a no proporcionarla a terceros, inclusive después de la terminación de este contrato. Al respecto, **"EL PROVEEDOR"** se obliga a guardar la debida confidencialidad que el caso amerita, en el entendido de que no está autorizado a difundir a terceros, sin autorización expresa de **"LA SECRETARÍA"** y la **"AGREGADURÍA"**, la información que le sea proporcionada, inclusive después de la rescisión o terminación de los servicios, sin perjuicio de las sanciones administrativas, civiles y penales a que haya lugar.

DÉCIMA SEGUNDA. - DERECHOS DE COBRO

Le está expresamente prohibido a **"EL PROVEEDOR"** ceder total o parcialmente los derechos que adquiere en virtud de la celebración del presente contrato, salvo los derechos de cobro. Para efectos de la cesión de los derechos de cobro, será necesaria la autorización previa y por escrito de **"LA SECRETARÍA"**.

DÉCIMA TERCERA. - CALIDAD DE LOS SERVICIOS

"EL PROVEEDOR" quedará obligado ante la DGSASCTC **y la "AGREGADURÍA"** a responder por la calidad de los servicios, así como por cualquier otra responsabilidad en que haya incurrido, en los términos señalados en el presente contrato y lo establecido en la legislación estadounidense aplicable.

DÉCIMA CUARTA. - RELACIÓN LABORAL

"EL PROVEEDOR", como patrón del personal que ocupe con motivo de los servicios objeto de este contrato, es el único responsable de las obligaciones derivadas de las disposiciones legales y demás ordenamientos en materia de trabajo y seguridad social. Asimismo, **"EL PROVEEDOR"** conviene en responsabilizarse por todas las reclamaciones que sus trabajadores presenten en contra de **"EL PROVEEDOR"**, en relación con los servicios de este contrato.

DÉCIMA QUINTA. - EXCEPCIÓN DE OBLIGACIONES

Con excepción de las obligaciones que se establecen en el presente contrato, la **"AGREGADURÍA"** y **"LA SECRETARÍA"** no adquieren ni reconocen otras distintas a favor de **"EL PROVEEDOR"**.

RM

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DÉCIMA SEXTA. - TERMINACIÓN ANTICIPADA

"LA SECRETARÍA" podrá dar por terminados anticipadamente los servicios, cuando concurran razones de interés general, o bien, cuando por causa justificada se extinga la necesidad de requerir los servicios originalmente contratados, o por convenir así a sus intereses y funciones. En estos supuestos, se pagarán a **"EL PROVEEDOR"** las actividades efectivamente devengadas.

DÉCIMA SÉPTIMA. – PENAS CONVENCIONALES

Con base en los artículos 53 de la LAASSP, 95 y 96 del RLAASSP, así como en el numeral 8 del Capítulo II y Capítulo X de las Políticas, Bases y Lineamientos en Materia de Adquisiciones, Arrendamientos y Servicios de la SE vigentes, en caso de que el prestador de servicios se atrase en la prestación de los servicios, se obliga a pagar como pena convencional, equivalente al 1% (uno por ciento), sobre el monto de la factura correspondiente, por cada día natural de atraso, a partir de los tiempos establecidos en la solicitud de servicios, dichas penas convencionales no deberán exceder del monto de la póliza de responsabilidad profesional, ni exceder de 10 (diez) días naturales, una vez transcurridos cualquiera de estos dos supuestos, la SE podrá iniciar el procedimiento de rescisión del instrumento jurídico respectivo y se hará efectiva la póliza de responsabilidad profesional del mismo, el pago de las penas convencionales deberá hacerse a favor de la Tesorería de la Federación mediante el formato que se emite en el portal www.e5cinco.economia.gob.mx

DÉCIMA OCTAVA. – DEDUCTIVAS

Se establecerán deducciones sobre el monto de la facturación del servicio correspondiente, con motivo de la entrega parcial o deficiente de los servicios, para lo cual se establecerá como límite de incumplimiento, a partir del cual se podrá rescindir el instrumento jurídico, la aplicación de 5 (cinco) deducciones al mes de conformidad con los artículos 53 bis de la LAASSP y 97 de su Reglamento de acuerdo con lo siguiente:

Descripción	Deductiva
Deficiencias en la presentación de los entregables establecidos o prestación del servicio solicitado.	20% (veinte por ciento) del servicio correspondiente.
Presentar cualquiera de los entregables de manera incompleta o prestar el servicio de manera incompleta.	10% (diez por ciento) del servicio correspondiente.

Una vez notificadas las deducciones, el prestador del servicio contará con un plazo no mayor al original para presentar debidamente el entregable o prestar el servicio, en caso contrario se aplicará una nueva deductiva.

DÉCIMA NOVENA. - CAUSAS DE RESCISIÓN

"LA SECRETARÍA" rescindirá el presente contrato sin necesidad de declaración judicial, si **"EL PROVEEDOR"** incurriera en cualquiera de los siguientes casos:

1. Por suspensión injustificada de los servicios.
2. Por ceder total o parcialmente los derechos derivados de este contrato, salvo autorización previa y por escrito de la DGSASCTC.
3. En general, por el incumplimiento a cualesquiera de las obligaciones estipuladas en el presente contrato.

VIGÉSIMA. - PROCEDIMIENTO DE RESCISIÓN

"LA SECRETARÍA" podrá rescindir este contrato, bastando para ello la comunicación por escrito en ese sentido, sin necesidad de declaración judicial, otorgándole a **"EL PROVEEDOR"** un plazo de 5 (cinco) días hábiles contados a partir de que este reciba la comunicación respectiva, para que manifieste lo que a su derecho convenga. Si **"EL PROVEEDOR"** no da respuesta o si después de analizar las razones aducidas por éste, **"LA SECRETARÍA"**, estima que esas razones no son satisfactorias, dentro de los 15 (quince) días hábiles siguientes, dictará la determinación que proceda, la que comunicará a **"EL PROVEEDOR"** y a las autoridades competentes.

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VIGÉSIMA PRIMERA. - ALTERNATIVA DE CONTRATACIÓN

Las **"PARTES"** acuerdan que, de presentarse los supuestos establecidos en la cláusula DÉCIMA SÉPTIMA **"LA SECRETARÍA"** estará en posibilidad de contratar un prestador de servicios sustituto para garantizar la continuidad de los servicios previstos en el presente contrato.

VIGÉSIMA SEGUNDA. - RESCISIÓN POR PARTE DE "EL PROVEEDOR"

"EL PROVEEDOR" podrá rescindir este contrato a **"LA SECRETARÍA"** mediante declaración judicial de la autoridad competente, cuando ésta incumpla en el pago de dos o más facturas sin causa justificada.

VIGÉSIMA TERCERA- PAGOS EN EXCESO

En caso de que **"EL PROVEEDOR"** haya recibido pagos en exceso de la **"AGREGADURÍA"** deberá reintegrarle las cantidades más los intereses correspondientes de conformidad con la legislación aplicable en Washington, D.C., Estados Unidos de América.

VIGÉSIMA CUARTA. - LEGISLACIÓN APLICABLE

Los términos y condiciones previstos en este contrato serán regidos por la legislación de Washington, D.C., Estados Unidos de América, o en su defecto, la legislación federal de los Estados Unidos de América.

VIGÉSIMA QUINTA. - CONTROVERSIAS E INTERPRETACIÓN

Para la interpretación y debido cumplimiento del contrato, las **"PARTES"** se someten a la jurisdicción y competencia de los tribunales de Washington, D.C., Estados Unidos de América, renunciando expresamente al fuero que pueda corresponderles por razón de sus domicilios presentes o futuros, o alguna otra causa.

Por lo anteriormente expuesto," **LAS PARTES"** declaran estar conformes y bien enterados de las consecuencias, valor y alcance legal de todas y cada una de las estipulaciones que el presente instrumento contiene, por lo que lo ratifican y firman en cinco tantos originales en Washington, D.C., Estados Unidos de América, el 14 de marzo de 2022.

POR "LA SECRETARÍA"

Mtra. Lydia Antonio De la Garza
Directora General de Seguimiento, Administración y Supervisión del Cumplimiento de Tratados Comerciales

POR "EL PROVEEDOR"

Robert Joseph Mangas
Greenberg Traurig, LLP.
Representante Legal

POR LA "AGREGADURÍA"

Mtro. César Manuel Reynis Santos
Ministro en la Agregaduría Comercial de la Secretaría de Economía en Washington, D. C.
y Administrador del Contrato.

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Courtesy Translation

CONTRACT NUMBER 001-2022, FOR THE PROVISION OF SPECIALIZED SERVICES, BETWEEN MEXICO'S SECRETARIAT OF ECONOMY (HEREAFTER "THE SECRETARIAT"), REPRESENTED BY LYDIA ANTONIO DE LA GARZA, DIRECTOR-GENERAL FOR THE MONITORING, ADMINISTRATION AND SUPERVISION OF TRADE TREATIES' COMPLIANCE (DGSASCTC), UNDER SECRETARY FOR FOREIGN TRADE (SCE), AND ON THE OTHER HAND, GREENBERG TRAURIG, LLP, REPRESENTED BY ROBERT JOSEPH MANGAS, ALSO KNOW AS ROBERT MANGAS, AS LEGAL REPRESENTATIVE, WHO SHALL HEREAFTER BE REFERRED TO AS "THE PROVIDER", IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

I. BY "THE SECRETARIAT":

I.1. That the Secretariat of Economy is a dependency of the Federal Executive Branch, as set forth in Articles 2 and 26 of the Organic Law of the Public Federal Administration, whose authority is identified in Article 34 of the same Law.

I.2. That In accordance with Articles 2(A), section II, number 33; 12, section VII; and 50, sections I, II and III, of the Internal Regulations of the Secretariat of the Economy, published in the Official Journal of the Federation on October 17, 2019, and reformed in the same information source on April 12, 2021, the Director-General for the Monitoring, Administration and Supervision of Trade Treaties' Compliance, Lydia Antonio De la Garza, has the powers to conclude this contract.

I.3. That the Secretariat of the Economy in accordance with the provisions section I, (a), (b) and (d) of its Policies, Bases and Guidelines on Acquisitions, Leases and Services, as well as in accordance with section VII, Proposed Procurement Procedure, as stated in Annex 1, Justification and Opinion for Legal Services, and in Annex 2 Opinion for the Contracting of Specialized Services in the United States of America, on Technical Advice, Analysis and Strategy on Foreign Trade that Serves and Promotes the Interests of Mexico in that Country, for Fiscal Year 2022, this contract is signed by Mr. Cesar Manuel Remis Santos, Trade Minister representing the Secretariat of the Economy in Washington, D.C. (Trade Office), considering that he is the public servant of the Ministry of Economy responsible for the monitoring, evaluation and operational control of this contract, until the full fulfillment of the rights and obligations agreed therein, acting in his capacity as contract manager and liaison with the "**THE PROVIDER**". It will also be the public servant responsible for assisting in administrative procedures.

I.4. That, to achieve its objectives, it requires the procurement of **specialized services in the United States of America (USA), on technical advice, analysis and strategy on foreign trade that serves and promotes the interests of the United Mexican States (Mexico) in that country**, for the 2022 fiscal year, as specified in **Annex 1 and 2**, which are integral part of this contract.

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I.5. That because the services will be provided outside the national territory, and since the offices and legal representatives of "THE PROVIDER" are located abroad, specifically in Washington, D.C., the award of this contract was made under the provisions of article 16 of the Law on Acquisitions, Leasing and Public-Sector Services (LAASSP).

I.6. That it has the financial resources to carry out this contract, as accredited with the March 3, 2022, financial resources agreement 00138, as established in Article 25 of the LAASSP, issued through the Accounting and Budget System of the Secretary of Finance and Public Credit.

1.7. That for the service subject to this contract, it has the February 25, 2022 Authorization Agreement number DGSASCTC001.2022, from the Head of the Administration and Finance Unit and the justification for the use of funds to cover consulting, advice, studies, and research.

I.8. That the "**Secretariat**" address is Calle Pachuca No. 189, floor 17, Colonia Condesa, Demarcación Territorial Cuauhtémoc, Código Postal 06140, Ciudad de México, and that the "**Trade Office**" address is 1911 Pennsylvania Avenue, N.W., Washington, D.C., USA.

II. **BY "THE PROVIDER":**

II.1. That it is a legal entity constituted, as shown in the Certificated of Incorporation number 2454503, registered by the state of New York, since December 28, 1999.

II.2. That Mr. Robert Joseph Mangas, also known as Robert Mangas, in his role as legal representative, has the necessary authority to enter into this contract, as evidenced by the certified power of attorney granted by Laura Metcoff Klaus, in her character as Administrative Managing Shareholder, as shown on the Certification of Administrative Managing Shareholder dated December 7, 2020.

II.3. That it has considered each one of the factors involved in providing the service, and demonstrates the technical conditions, as well as the organization and necessary elements to fulfill the obligations contained in this legal instrument.

II.4. That he knows and that he will comply with the contents of this contract specialized to provide services in the United States of America (USA), on technical advice, analysis and strategy on foreign trade that serves and promotes the interests of the United Mexican States (Mexico) in that country, for the 2022 fiscal year, as specified in Annex 1 and 2, which are integral part of this contract.

II.5. That his legal address for all purposes of this contract is located at 2101 L Street, N.W., Suite 1000, Washington D.C. 20037.

II.6. That, under a protest of truth, he declares that it does not fall under the case of the third-to-the last paragraph of articles 50 and 60, of the LAASSP.

III. OF "THE PARTIES":

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III.1. It is the will of the "**SECRETARIAT**" and "**THE PROVIDER**" (hereinafter "**THE PARTIES**") to execute the present contract, and to this end they duly recognize the necessary authorities and capacities, which have not been revoked or limited in any form, by which they become obliged to each other in accordance with the following:

CLAUSES

FIRST. - OBJECTIVE

The " SECRETARIAT " entrusts "THE PROVIDER," which accepts and obligates itself, to grant the lending of services in the U.S., during fiscal year 2022, in policy and strategy of foreign trade, that addresses and promotes the interests of the Government of Mexico in that country, since they are necessary to continue with the activities of administration, supervision and the operation and follow-up of the agreements established under the USMCA, particularly those related to current issues on environmental, labor, agricultural, and industrial matters, and in general, any measure or policy that affects or may affect the commercial interests of our country.

SECOND. - PURPOSE

It is required that "THE PROVIDER" delivers the following services:

A. Continue and strengthen contact with decision-makers at the highest level, primarily in the Administration of President Joe Biden, the Departments of Commerce and Agriculture, the Office of the U.S. Trade Representative (USTR), the U.S. Congress, the International Trade Commission, and the United States. State governments, among other government offices relevant to the operation of the USMCA. It is also necessary to continue advising the S.E. in the strategy of strengthening the relationship with these agencies in the aforementioned Administration and with the 117th U.S. Legislature, the renewal of 435 representatives and 34 new senators, following up on the main priorities of the trade agenda, the potential risks for Mexico with respect to U.S. trade policy, and recommend possible actions to mitigate them, advising on a strategy of relationship with relevant actors, giving continuity and increasing the link with a network of allies of Mexico that strengthens the defense of its interests in the United States with business organizations, civil society, associations, interest groups and institutions specialized in political and international trade issues in the United States, in order to coordinate visits and presentations in the United States, of Mexican public servants in speeches and high-level meetings and with media in strategic cities and regions in support of the operation of the USMCA and free trade with North America

B. Share analysis and information, from the political-commercial point of view, on the process of operation of the USMCA, with a particular focus on the current issues on the agenda (and those that may arise during the term of the contract of the GOVERNMENT and the U.S. Congress), including environmental issues such as the consultations requested by the U.S. under the Environment Chapter of the USMCA in February 2022, on the protection of the vaquita, the prevention of illegal fishing and trafficking of totoaba fish; labor issues, including the implementation of the obligations of the labor chapter, the

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order to stop shipments of Mexican tomatoes issued in October 2021 and issues related to forced labor that may impact our exports ; any trade measure or policy affecting perishable and seasonal agricultural products and, in particular, those associated with the factual investigations on cucumber and pumpkin (the reports of which were published in January 2022), bell pepper and strawberry (whose imports are being monitored since December 2020);; follow-up to the suspension of avocado imports from Mexico and the exception to the juice content requirements for grapefruit from Mexico; continue the monitoring and analysis of the actions of the Biden Administration that affect the U.S. meat sector, including issues of origin labeling; policies and actions on supply chains, including semiconductor supply; the China-US trade relationship and its trade impact on the relationship with Mexico; follow-up to the topics covered by the High-level Economic Dialogue; and, in general, any measure or policy that affects or may affect the commercial interests of our country.

C. Provide technical advice and analysis to coordinate strategic positions between governments and private institutions in favor of Mexico and provide timely information about the legislative process on issues that could impact the bilateral trade agenda (including the Build Back Better Act initiative that contains the incentive on electric cars and, in general, initiatives that impact the commercial interests of this sector), mainly on the operation of the USMCA, trade irritants and measures applied under the Trade Expansion Act of 1962, the Tariff Act of 1930 and the Trade Act of 1974, including follow-up to the Agreement and monitoring carried out as a result of national security investigations on steel and aluminum; political-commercial follow-up to the investigation on electrical steel (whose recommendation has not been adopted); analysis and support in the factual research requested by the USTR in December 2021 on free zones; and help and advice on the political-commercial strategy in the extension of the safeguard on solar panels that was released on February 4, 2022.

D. Perform analysis of official U.S. communications and speeches on agricultural programs that may directly or indirectly affect the commercial interests of our country; analysis of the trade policy of that country at the international level; as well as written reports of briefings and hearings of committees and federal agencies that allow foreseeing future positions and impacts of the ADMINISTRATION and the U.S. Congress on the bilateral trade agenda; and

E. Analyze the 301 special report on intellectual property issued by the USTR in 2022; follow up on U.S. multilateral or bilateral trade negotiations in 2022, continue monitoring industrial policy, relocation of value chains or other policies that affect Mexican exports, as well as analysis of how current and potential trade agreements will affect Mexico, monitoring compliance of the international commitments of the United States, and its partners in multilateral and regional trade agreements in force.

THIRD. - AMOUNT

The "**PARTIES**" agree that the total amount of the contract will be USD$300,000.00 (THREE HUNDRED THOUSAND DOLLARS). Which will be paid in accordance with the following clause.

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FORTH. - FORM OF PAYMENT

The payment of the provision of services is made according to the amount presented by "**THE PROVIDER**", in U.S. dollars. The amount requested by "**THE PROVIDER**", is added to this agreement and is considered part of this agreement.

Payment for the services, in the amount of USD$300,000.00, shall be made in ten monthly payments, for the period March to December 2022.

Payments will be done at the end of each calendar month, once a timely monthly report and a monthly invoice have been submitted at the end of each month. Payments will be made monthly in arrears within 20 calendar days, once the report and the invoice has been presented to the satisfaction of the "**Trade Office**".

Once the payment has been approved by the "**DGSASCTC**" and the "**Trade Office**", a bank transfer will be made to the bank account indicated by the "**THE PROVIDER**".

For its approval, the documents mentioned in the previous paragraph will have to be delivered to the administrator, to the following email addresses:

Name	Email
Edgar Braham Herrera	edgar.braham@economia.gob.mx
Economia's Trade Office, Embassy of México in Washington, D.C.	tradeoffice1@economia.gob.mx

The "**SECRETARIAT**" and the "**Trade Office**" do not authorize any form of payment in advance.

The foreign currency payment obligations incurred inside or outside Mexico to be fulfilled in Mexico, will be settled by delivering the equivalent in national currency, at the exchange rate that governs the place and date on which the payment is made.

Given that procurement shall be governed by article 16 of the LAASSP, the applicable regulations will be the place of provision of the service (Washington, D.C.), so it is not applicable the granting of a guarantee provided for in article 48 of the LAASSP. However, "**THE PROVIDER**" will guarantee to have solvency to be able to respond to any claims arising out of any breach of the contract, by means of professional liability insurance policy, allowing to safeguard the interests of the " **SECRETARIAT** ".

Documents supporting the delivery of services must be kept in the files of the requesting area.

In order to obtain the payment, "**THE PROVIDER**" must provide the administrator of this legal instrument with the legal documentation that determines the obligation to make the payment, so that the administrator integrates the corresponding file in accordance with the provisions under the portal e-Rutas in order to submit the procedure to the Directorate General of Programming, Budget and Accounting (DGPPC) ,under the " **SECRETARIAT** ".

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Payments will be made via a bank transfer, so "**THE PROVIDER**" must provide to the "**Trade Office**", the necessary documentation for the registration of the bank account.

In accordance with the rules determined by the Ministry of Finance and Public Credit, the billing received after the end of the 2022 budget year, will be paid as actually accrued, in accordance with the corresponding budgetary rules through the payment system of Debits of Previous Fiscal Exercises (ADEFAS) and the provisions of the Directorate General of Programming, Budget and Accounting of "**THE SECRETARIAT**".

In the event that invoices delivered by "**THE PROVIDER**" for payment present an error, the "**Trade Office**" within three business days of receipt will indicate to "**THE PROVIDER**" the errors to be corrected, so the payment procedure will restart at the time the "**THE PROVIDER**" presents the corrected invoice.

FIFTH. - DURATION

This contract shall be valid from March 1 to December 31, 2022.

SIXTH. - OBLIGATIONS OF "THE PROVIDER"

1. "**THE PROVIDER**" must comply with all the "**Trade Office**" requests related to the services, and also attend all the requests made by the "**SECRETARIAT**" through the "**Trade Office**". Response to these requests could be made by providing information through a phone call, by an email, or by any other means accepted by the "**SECRETARIAT**" and the "**Trade Office**".

2. The deadlines for performing the services, opinions, analyses or other types of actions shall be defined by the officials of the "Trade Office," after validation of the " **SECRETARIAT** ", and will be made known to the "**THE PROVIDER**" of the service through electronic and/ or written communications. In addition, the implementation of the activities will be subject to approval by the " **SECRETARIAT** ", after review and validation of the "**Trade Office**".

3. "**THE PROVIDER**" shall consider that, if required, will travel to Mexico to address any issue linked to the service.

4. In conformity with Clause FORTH, "**THE PROVIDER**" must submit a monthly report of all the services done during that month. The monthly report should include the following Information:

	Date	**Subject**	**Description of the service provided**	**Specialist who provided the service**	**Official who requested the service**
1	m/d/year			Name	Name

All above mentioned documents must be sent to the "**Trade Office**" at the following address, 1911 Pennsylvania Ave. N.W., Washington, D.C. 20006, from 9:00 a 18:00 hours.

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Documents should be sent by email to the Administrator to the following email addresses:

Name	Email
Edgar Braham Herrera	edgar.braham@economia.gob.mx
Economia's Trade Office, Embassy of México in Washington, D.C.	tradeoffice1@economia.gob.mx

The service provider must provide the required information, electronically and/or in writing, at the offices of the "Trade Office" in Washington, D.C., located at 1911 Pennsylvania Avenue N.W., 8th Floor, Washington, D.C. 20006, in the United States of America on business days, at a time of 9:00 to 18:00 hours.

All electronic communication must be made to the contract administrator, with a copy of the following emails:

Name	Email
Edgar Braham Herrera	edgar.braham@economia.gob.mx
Economia's Trade Office, Embassy of México in Washington, D.C.	tradeoffice1@economia.gob.mx

SEVENTH. – EXTENSION OF THE CONTRACT

"**THE PARTIES**" agree that if "**THE SECRETARIAT**" decides so, the provision of the service covered by this contract may be extended, in accordance with Article 52 of the "LAASSP", provided that the amount of the amendments does not exceed 20% (twenty per cent) of the concepts and volumes originally established. This will be formalized through the conclusion of an Amending Contract. In addition, on the basis of Article 91 of the "LAASSP" Regulations, "**THE PROVIDER**" shall deliver the professional liability policy outlined in clause FOURTH of this contract.

EIGHTH. - OBLIGATIONS of the "SECRETARIAT" and the "Trade Office"

1. Provide all the authority necessary for "**THE PROVIDER**" to carry out its services under the agreed terms.

2. Make the corresponding payment in a timely manner for the services contracted.

NINTH. - INDUSTRIAL PROPERTY

"**THE PROVIDER**" assumes total responsibility if providing the services of this contract infringes on patents, trademarks or violates other industrial copyright on a national or international level

TENTH. - INTELLECTUAL PROPERTY

"**THE PROVIDER**" accepts that it renounces those rights of authorship of other exclusive

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rights, which result from the provision of services relevant to this instrument that invariably should be constituted in favor of the Mexican Government.

ELEVENTH. - CONFIDENTIAL INFORMATION

"**THE PARTIES**" agree that the information pursuant to this agreement, as well as all the information that the **"SECRETARIAT"** and the **"Trade Office"** submits to "**THE PROVIDER**" are confidential, such that "**THE PROVIDER**" is bound not to provide it to third parties, including after termination of this agreement. In this regard, "**THE PROVIDER**" undertakes to keep the confidentiality required, with the understanding that it is not allowed to disseminate information to third parties, without express authorization by the **"SECRETARIAT" and the "Trade Office"** officials, even after the rescission or termination of services, without prejudice to the administrative, civil and penal sanctions that could have place.

TWELFTH. - ASSIGNMENT OF PAYMENTS

"**THE PROVIDER**" shall not assign all or part of the rights and obligations under this contract, in favor of any other person or entity, except for the receivables, in which case it must have the prior approval in writing from the **"SECRETARIAT"**.

THIRTEENTH. - QUALITY OF THE SERVICES

"**THE PROVIDER**" remains obligated before **"DGSASCTC"** and the **"Trade Office"** to answer for the quality of the services, just as with every responsibility that it has incurred, in the terms indicated in the present contract and that which is set forth in the applicable US law.

FOURTEENTH. - LABORAL RELATION

"**THE PROVIDER**" acknowledges and accepts being the sole employer of the personnel providing services under this contract, as well as the party responsible for the obligations arising out ofthe legal and other requirements on labor and social security. Likewise, "**THE PROVIDER**" agrees to respond to all the claims that its personnel present against it in relation to the services that are the subject of this contract.

FIFTEENTH. - EXCEPTION OF OBLIGATIONS

Except for the obligations set forth in this contract, **"SECRETARIAT"** and the **"Trade Office"** do not incur or recognize any other in favor of "**THE PROVIDER**".

SIXTEENTH. - ANTICIPATED TERMINATION

"SECRETARIAT" shall be authorized to make an anticipated termination of the contract any time, which it may if it is in its interest and functions or when for justified cause the services originally contracted for are no longer required. In these circumstances, "**THE PROVIDER**" will be reimbursed the services and expenses it has incurred.

SEVENTEENTH. – CONVENTIONAL PENALTIES

Based on Articles 53 of the LAASSP, 95 and 96 of the RLASSSP, as well as section number 8 of

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Chapters II and X of the current Secretariat Policies, Bases and Guidelines on Procurement, Lease and Services, if the service provider is late in providing its services, it is required to cover as a conventional penalty, for each calendar date of delay, the equivalent to 1% (one per cent) of the amount of the corresponding invoice, based on the date set for providing the service, such conventional penalties shall not exceed the amount of the professional liability policy, nor exceed 10 (ten) calendar days, after either of these two cases have elapsed, the SECRETARIAT may initiate the termination procedure of the respective legal instrument and the professional liability policy will take effect. Payment of conventional penalties must be made to the Tesorería de la Federación, using the form published in the site www.e5cinco.economia.gob.mx.

EIGHTEENTH. – DEDUCTIONS

Deductions shall be made on the amount of the invoice for service, in case of delivering partial or poor services, for which it shall be established as a limit of non-compliance. Up to 5 (five) monthly deductions, the legal instrument may be terminated based on Articles 53 bis of the LAASSP and 97 of its Regulations in accordance with the following:

Description	Deduction
Deficiencies in the presentation of established deliverables or provision of the requested service.	20% (twenty percent) of the corresponding service
Submit unfinished deliverables or provide incomplete service.	10% (ten percent) of the corresponding service.

Once the deductions have been notified, the provider will have a period, no longer than the original set period, to properly present the deliverable or provide the service, otherwise a new deduction will be applied.

NINETEENTH. - CAUSES FOR TERMINATION OF CONTRACT

"SECRETARIAT" may rescind this contract without the need of a legal declaration, if "**THE PROVIDER**" is liable in any of the following cases:

1. For unjustified suspension of services.

2. If the PROVIDER subcontracts the services agreed under this contract, unless previous written authorization by **"DGSASCTC"**

3. In general, when there is a partial or complete breach of the obligations stated on this contract.

TWENTIETH. - TERMINATION PROCEDURE

"SECRETARIAT" may terminate this contract, by providing a written communication, without judicial declaration, granting "**THE PROVIDER**" a time limit of 5 (five) business days, from the date of the termination communication, to file an answer. If "**THE PROVIDER**" fails to submit a response or if after analyzing the reasons put forward on a response, **"SECRETARIAT"** decides that the response is not satisfactory, the decision shall be implemented, there will be a notification

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to "**THE PROVIDER**" and the competent authorities within 15 (fifteen) working days after the issue date of this resolution.

TWENTY-FIRST. - ALTERNATIVE TO CONTRACT

The PARTIES agree that if the assumptions stated in clause SEVENTEENTH occurred, **"SECRETARIAT"** could hire another PROVIDER to guarantee the continuation of the services establishes under this contract.

TWENTY-SECOND. - TERMINATION OF CONTRACT BY THE PROVIDER

"**THE PROVIDER**" could terminate this contract, by a judicial statement from the corresponding authority, when **"SECRETARIAT"** fails to meet two or more monthly payments without a justified cause.

TWENTY-THIRD. - PAYMENTS IN EXCESS

If "**THE PROVIDER**" receives a payment, from the **"Trade Office"**, which exceeds the amount due, "**THE PROVIDER**" shall return the balance due, including any interest that may apply, in accordance to the applicable legislation in Washington, D.C.

TWENTY-FOURTH. - APPLICABLE LAW

This Contract shall be governed and interpreted in accordance with the laws of Washington, D.C., or the US federal law.

TWENTY-FIFTH. - DISPUTES AND INTERPRETATION

For the interpretation and execution of this contract, **THE PARTIES** agree to submit to the jurisdiction of the Federal Tribunals of Washington, D.C., expressly renouncing to the jurisdiction that would normally correspond to them based on their present or future domicile or any other corresponding matter.

As mentioned above, **THE PARTIES**, state they agree and are aware of the consequences, value and legal scope of each and every one of the stipulations set forth in this contract, by which they ratify and sign this contract in Washington, D.C., on March 14, 2022.

FOR THE "**SECRETARIAT**"
Lydia Antonio De la Garza

FOR "**THE PROVIDER**"
Robert Joseph Mangas

FOR THE "**TRADE OFFICE**"
Cesar Manuel Remis Santos

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CERTIFICATE OF ACCURACY

I, Arturo Jessel, certify under oath that I am competent to translate from Spanish into English, and that the translation of the attached contract is true and accurate to the best of my abilities

RHONDA L. SIMS NOTARY PUBLIC EXP 5-31-26 DISTRICT OF COLUMBIA

Signature of Translator

05-04-22

Date

District of Columbia
Signed and sworn to (or affirmed) before me on
MAY 4, 2022 by
Date Name(s) of Individual(s) making statement
Signature of Notarial Officer

Title of Office
My commission expires: 5-31-2025

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