Received by NSD/FARA Registration Unit 10/12/2022 2:36:22 PM

OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

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

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by 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 this 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 .22 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
Visit Mexico USA, LLC

2. Registration Number
7184

3. Primary Address of Registrant
444 Madison Ave., Suite 300, New York, NY 10022

4. Name of Foreign Principal
Secretaría de Turismo del Gobierno de México (via Braintivity)

5. Address of Foreign Principal
Avenida Presidente Masaryk, 172 Bosques de Chapultepec
Ciudad de México, México
MEXICO 11580

6. Country/Region Represented
MEXICO

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Secretaría de Turismo del Gobierno de México

b) Name and title of official with whom registrant engages
Emmanuel Rey, Director General de Promoción y Asuntos Internacionales de la Secretaría de Turismo del Gobierno de México

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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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
10/12/2022	Gary Knight	/s/Gary Knight

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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
10/11/22	Gary Lewi	

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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
Visit Mexico USA, LLC	7184

3. Name of Foreign Principal

Secretaría de Turismo del Gobierno de México (via Braintivity)

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? 05/21/2021

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

Braintivity is a privately funded Mexican tourism agency that was mandated by the Mexican government to handle the digital assets, official brand and promotion of all tourism for the country of Mexico. Braintivity runs and operates "Visit Mexico," which is also a private and self-funded entity, which works in coordination with Mexico's Ministry of Tourism. The registrant, Visit Mexico USA, LLC is a separate entity that has an exclusive joint venture relationship with Braintivity, and is in charge of marketing and promoting all visitor travel from the U.S. to Mexico.

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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.

The registrant will promote U.S. tourism to Mexico by, for example, engaging with members of the U.S. travel industry and the general public, and periodically hosting events that highlight various facets of Mexico.

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.

Yes. The registrant will promote U.S. tourism to Mexico by engaging in various types of outreach (through, for example, press releases and other marketing efforts) aimed at the U.S. public, including members of the U.S. travel industry.

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 ☐

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.

See Appendix for Response

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

Date	Contact	Method	Purpose
See Appendix for Response			

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 ☐

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
09/22/2022	PBM, LLC	Two tables ($5,000 each) at Day of the Dead Dinner 11/1/2022	$ 10,000.00
11/04/2021	Tequila Casa Dragones; Casa Pedro Domecq; Montelobos; Ancho Reyes	In-kind alcohol costs for the 11/04/2021 Day of the Dead event.	In-kind alcohol costs for the 11/04/2021 Day of the Dead event.
11/04/2021	Susana Zapata	In-kind entertainment for 11/04/2021 Day of the Dead event.	In-kind entertainment for 11/04/2021 Day of the Dead event.
			$ 10,000.00
			Total

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 ☐

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
11/04/2021	Various	Event expenses for 11/4/21 Day of the Dead event. Paid by Short Form Registrant Gary Levi.	$ 60,000.00
11/04/2021	Various	Event expenses for 11/4/21 Day of the Dead event. Paid by Short Form Registrant Kent Swig.	$ 60,000.00
11/04/2021	MMEink	Catering fees for 11/4/21 Day of the Dead event.	$ 22,000.00
03/22/2022	NY State	LLC Filing Fee	$ 25.00
05/31/2022	BizFilings	LLC Filing Fee	$ 95.00
			$ 142,120.00
			Total

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
10/12/2022	Gary Levi	/s/Gary Levi

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EXECUTION

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Date	Printed Name	Signature
10/11/22	Gary Levi	

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Appendix
Response to Item 11-Description

Since May 2021, Visit Mexico USA, LLC has been engaged to market and promote U.S. tourism to Mexico by, inter alia, disseminating press releases aimed at the U.S. public and members of the U.S. travel industry. Press releases are included in the informational materials attached to this registration. The press releases, also referenced below, were each emailed to 162 media and tourism contacts listed here:

ABC
Active Interest Media
AFAR Media
ALM Global
Andrew Zimmern (chef)
ASPIRE One Communications
Associated Press
Associations Now
Axios
Barrons
Beckers Healthcare
Biz Bash
Bloomberg Media
BNP Media
Boating Industry
Boating on the Hudson
Boating Writers International
Bonnier Corporation
Broadcasting & Cable
Business Insider
BuzzFeed
CBS News
Chelsea Magazine Company
Chief Marketer, Event Marketer
citybizlist
CNN
Commercial Observer
Conde Nast
Contemporist
Content for Club Industry
Convene
Convention South Online
Corporate & Incentive Travel
CoStar
Coveteur
Cruising World
Daily Mail
Deadline
Defense One
Dezeen Magazine
Domino Magazine
Dotdash Meredith
Dow Jones
Editor Screen rant
EHR Intelligence
Endeavor Industrial
Engadget
Exhibit City News Online
Fast Company
Financial Times
Fortune
ForYourArt
Fox News
Freelance
Freelance & USAToday
Freelance at Barron's
Freelance NYT
Gearing Media Group

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Gessato
Health Care Scene
Health Facilities Management Magazine
Healthcare Freelance
Healthcare Purchasing News
HealthDay
HIMMS Media
Hollywood Reporter
Hotel Business
Hotel News Now
HOTELS Magazine
Huffington Post
Inc.com
Incentive Collapse
Ink Global
Insider
Interiors & Sources
Jetsetter
Kaiser Family Foundation
Kaiser Health News
Kerrwill Publications
Kostuch Media Ltd
LA Times
Live Science
Lodging Magazine
Mann Publications
Market Watch
MarTech Today, Marketing Land
Mashable
Mcneill Group
Meetings Net
Meetings Today
Men's Health Online
Merriman Events
Metroland Media
Milieu Magazine
MIT News
Modern Healthcare
NBC Universal
Neowin
New York Post
New York Times
Northstar Meeting group
NorthStar Travel Group & Incentive Collapse
Ocean Home Magazine
Pathfinders Travel Magazine
PC Magazine
Physician News Digest
Pin-Up Magazine
POPSUGAR
Pro Publica
QUEST Magazine
Questex
Real Estate Journal
Real Estate Weekly
Reuters
Richman Media Group
Robb Report
Rolling Stone
S&P Global Market Intelligence
San Francisco Chronicle
Screen Rant
Seeking Alpha
SGC Horizon
Showbiz Cheat Sheet
Silicon Valley Business Journal
Skift Brands
Sleeper Media
Smart Meetings Magazine
Sophy Roberts
Southern Boating
Special Events Magazine

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Stamats Communications Inc.
Star Tribune
Successful Meetings
Super Yacht Group
Super Yacht Times
SuperYachts.com
Talk 21
Taylor and Francis
The Daily Beast
The Hill
The Meeting Professional
The Real Deal
The Week
TheLuxeWorld Journal
Thomson Reuters
Time Magazine
Town & Country Online
Trade Show Expo
Travel Weekly
Turner Broadcasting System
Unique Homes
US News
Variety
Wall Street Journal
Wallpaper
Washington Post
Wealth Management Real Estate
William Brown Project
YachtFocus.com
Yachting Times Magazine
YachtsandYachting.com
Yahoo Entertainment
Zieger Healthcare

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Appendix
Response to Item 11-Detail

Date	Contact	Method	Purpose
06/14/2021	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "Visit Mexico, the Official Mexican Digital Tourism Promotion Organization Announces the Launch of its First International Office Located in New York City"
06/15/2021	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send invitation to opening of Visit Mexico USA Office in New York City
06/17/2021	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "Mexico Announces the Opening of the Visit Mexico USA Tourism Office in New York City"
06/21/2021	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "Visit Mexico USA Launches First International Office Located in New York City with Ribbon Cutting Ceremony and Gala Party"
09/07/2021	Travel Central	Phone Conference	Discussion regarding Visit Mexico USA tourism in Mexico
09/07/2021	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "SALT, the Global Leadership and Networking Forum, Welcomes Visit Mexico Top Officials"
10/06/2021	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "Visit Mexico Brings the Day of the Dead Tradition to New York"
10/19/2021	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "Mexico's Heritage and Traditions will be Celebrated with the Sponsorship of Tequila Casa Dragones, Interproteccion, Visit Mexico and the State of Oaxaca"
11/04/2021	Financial Times; People Magazine	In Person Meeting	Media outlets attended Day of the Dead Dinner hosted by Visit Mexico USA
11/08/2021	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "Day of the Dead Celebration Held at Historic 48 Wall Street with 270 Guests Celebrating a Great Mexican Tradition in New York City for the First Time"
11/15/2021	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "Day of the Dead Celebration Held at Historic 48 Wall Street with 270 Guests Celebrating a Great Mexican Tradition in New York City for the First Time"
03/02/2022	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "Visit Mexico USA Chairman Gary K. Levi Joins New York Congresswoman Carolyn Maloney at Press Conference in Support of New York State Latino Restaurant Workers"
03/02/2022	Rep. Carolyn Maloney	In-person press conference	In Support of New York State Latino Restaurant Workers
03/08/2022	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "Visit Mexico USA Chairman Gary K. Levi Joins New York State Comptroller Thomas P. Dinapoli at Celebratory Long Island Event"
03/17/2022	Please see list of 162 media and tourism contacts included in Question 11 of this registration.	Email	Send press release titled "Visit Mexico USA and PROVEN, In Joint Venture, to Provide COVID-19 Verification Kits Through US Based Travel Agents to Travelers Returning From Mexico"
09/11/2022	NY Comptroller Tom DiNapoli	Phone call	Regarding Day of the Dead Dinner

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Date	Contact	Method	Purpose
09/12/2022	Presentation to NY Comptroller Tom DiNapoli's staff	In Person Meeting	Presentation to staff members of NY Comptroller Tom DiNapoli re: Day of Dead event

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PROFIT SHARING AGREEMENT

This Agreement ("Agreement") between BRAINTIVITY S.A. de C.V. ("BRAINTIVITY") and VISIT MEXICO USA, LLC, a limited liability company from Delaware ("VM USA") as an addendum to the Joint Venture Agreement signed on June 18,2021, ("Joint Venture Agreement"), collectively ("The Parties").

BACKGROUND

BRAINTIVITY S.A. de C.V. and VISIT MEXICO USA, LLC signed an exclusive Joint Venture Agreement on June 18, 2021, and another one on May 21, 2021, to commercialize, promote and support the tourism for Mexico.

The Parties agree to execute this Agreement, taking into consideration the following:

CLAUSES

1. **SHAREHOLDER PERCENTAGE PARTICIPATION.** VM USA shall pay to Braintivity fifty percent (50%) of the net profits of VM USA after the payment and deduction of all expenses and operating costs, including but not limit to the payment to Crosswalk Ventures as evidenced in the agreement between Crosswalk Ventures and VM USA dated June 1, 2021 which compensates Crosswalk Ventures for their work in which they are directly involved at an amount of twenty percent (20%) of the gross operating profits, as defined within the Crosswalk Ventures Agreement with VM USA ("Sharing Profits").

2. Braintivity has executed an agreement with Rev, based in Austin, Texas as it pertains to the X Card and all revenue generated by activities by either Braintivity in the United States and / or VM USA shall be applied to VM USA which will equal a 30% commission paid by Rev to Braintivity or VM USA, and such profits from all commissions shall be a part of the calculation of Sharing Profits.

3. Regarding the events such as INSTAGE, Braintivity will pay VM USA thirty percent (30%) of the profits of the program known as INSTAGE, the profits will be part of the calculations of the sharing agreement if, and only if, VM USA brings at least three (3) keynote speakers such as Anthony Scaramucci and/or Michael Bloomberg for the firm event of INSTAGE in Mexico, after which VM USA will participate for 50% of all profits for INSTAGE.

4. **SUBSEQUENT LEGAL INSTRUMENTS.** The Parties agree that all legal instruments they subscribe subsequently, will be part of the Joint Venture Agreement of June 18, 2021, as an addendum.

5. **JURISDICTION AND COMPETITION.** To everything relative for the fulfillment of this contract, as well as any controversy subscribed from its interpretation or execution, The Parties will be subject to the jurisdiction of Mexico City, including the laws, rules and any other current legal dispositions, expressively waiving any jurisdiction that, due to its current or any future address, for any cause, could correspond.





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Reading the instrument, The Parties, rectify and signed two copies in New York City, on the 14th day of September 2021.

"BRAINTIVITY S.A. DE C.V."

CARLOS ALBERTO GONZALEZ GONZALEZ
Legal Representative

"VISITMEXICO USA LLC."

KENT M. SWIG
Legal Representative

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EXCLUSIVE JOINT VENTURE AGREEMENT EXECUTED BY BRAINTIVITY SOCIEDAD ANONIMA DE CAPITAL VARIABLE, A MEXICAN CORPORATE ENTITY, WHICH SHALL HEREINAFTER BE REFERRED TO AS "BRAINTIVITY," REPRESENTED HEREIN BY CARLOS ALBERTO GONZÁLEZ GONZÁLEZ, IN HIS CAPACITY AS LEGAL REPRESENTATIVE, PARTY OF THE FIRST PART, AND VISIT MEXICO USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, REPRESENTED HEREIN BY AL VITOLO, GARY LEVI, AND KENT M. SWIG, IN THEIR CAPACITY AS LEGAL REPRESENTATIVES, WHO SHALL HEREINAFTER BE REFERRED TO AS VM USA, PARTY OF THE SECOND PART, WITH BOTH PARTIES BEING JOINTLY REFERRED TO AS THE "PARTIES," PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES:

REPRESENTATIONS

I. BRAINTIVITY REPRESENTS THROUGH ITS REPRESENTATIVE THAT:

I.1. It is a corporation existing under the laws of Mexico, as evidenced in Public Instrument number two hundred twenty-four, dated the fifth of April of the year two thousand eighteen, executed before Notary Public number one hundred fifteen of the City of Cancún, Benito Juarez, Quintana Roo, José Antonio García Herrera, Esquire, registered in the Public Property and Commerce Registry in this City under entry 2018000836850019, volume 2, Tome B.

I.2. Pursuant to its Articles of Incorporation, its corporate purpose is, among others, the provision of all types of design, planning, creation, production, development, editing, postproduction, distribution, promotion, and merchandising services related to publicity, marketing, advertising, marketing campaigns that target individuals or legal entities, whether public or private, national or foreign, through any means of communication, including but not limited to cinema, radio, broadcast or pay-television networks, newspapers, journals, books, magazines, brochures, commercial forms, publications, all types of handouts, specialized directories, advertising spaces, billboards, outdoor shows, public or private radio or telecommunication networks, Internet, websites or any other digital media, both in Mexico or abroad.

I.3. Mr. Carlos Alberto Gonzalez Gonzalez has sufficient power and authority to bind his principal to the terms hereunder, and said power and authority has not been revoked, modified, or limited in any way whatsoever.

I.4. It henceforth designates Mr. Carlos Alberto Gonzalez Gonzalez as its address for purposes of receiving all notices, documents, and assets in reference to the interpretation and execution of this instrument and for any and all other applicable legal effects.

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I.5. On May 29, 2019, it executed a Concerted Action Agreement with the Federal Department of Tourism for purposes of managing, operating, promoting, and using the portal visitmexico-official tourism guide in Mexico, along with its microsites and social networks, and to also develop actions geared toward promoting, developing, and encouraging tourism in Mexico.

II. VM USA represents through its representatives that:

II.1. It is a Limited Liability Company existing under the laws of Delaware.

II.2. Pursuant to its By-Laws, its purpose is market, promote and support tourism in the country of Mexico.

II.3. Al Vitolo, Gary Levi, and Kent Swig have sufficient power and authority to bind their principal to the terms hereunder, and said power and authority has not been revoked, modified, or limited in any way whatsoever.

II.4. It henceforth designates 444 Madison Avenue, Suite 300, New York, NY 10022, USA as its address to receive notices, documents, and assets in reference to the interpretation and execution of this instrument and for any and all other applicable legal effects.

III. Both **"PARTIES"** represent that they expressly acknowledge the legal status and capacity of the other to execute this **PROMISSORY JOINT VENTURE AGREEMENT,** in order to agree to give and receive, respectively, the rights and obligations arising from this instrument, and as a consequence, it is their intent to execute this agreement and be subject to the following:

CLAUSES

FIRST. PURPOSE.

The **"PARTIES"** hereby agree to execute a final joint venture agreement, the purpose of which shall be to operate and promote Mexican tourism in the United States of America in alignment with the strategy prepared by Braintivity and using visitmexico.com and its derivative domains as an official channel, and to generate revenue for both.

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SECOND. TERM.

The term of this agreement shall be for thirty-six (36) months beginning on the execution date and such term shall automatically be extended by twelve (12) month periods unless cancelled by written agreement between the **"PARTIES."**

THIRD. PARTY CONTRIBUTIONS TO THE FINAL JOINT VENTURE AGREEMENT

BRAINTIVITY shall make the following contributions:

- A permit to use the visitmexico.com assets, Mexican brand for marketing and generating revenue in the United States of America.
- The sale to Mexican States and Municipalities so they participate in the tourism marketing strategy designed by VM USA for North America.
- Design strategies for selling the positioning to Mexican brands in North America primarily through the marketing strategy designed by VM USA.
- Spaces in operative offices in Mexico City and Cancún for whatever VM USA needs in relation to the implementation, analysis, or design of the marketing strategy.

The Secretary of Tourism's attendance at the inauguration of the NY office and drive the positioning of this new alliance in North America.

VM USA shall make the following contributions:

- Design, create, and execute the tourism marketing campaign for visitmexico to be carried out in the United States.
- Build and maintain a dedicated team focused solely on the visitmexico marketing strategy.
- Build and maintain a team dedicated to generating revenue focused on developing alliances, sponsorships, partnerships, souvenirs and merchandising, as well as exploring future lines of business.

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- Prepare the necessary business plan to allow both to commence operations in 2021 and that can be authorized by the parties.
- Provide space to Visitmexico so they can inaugurate and have offices located in Midtown Manhattan at the following address: 444 Madison Avenue, Suite 300, New York, NY 10022.

FOURTH. PARTY OBLIGATIONS UNDER THE FINAL JOINT VENTURE AGREEMENT

BRAINTIVITY shall have the following obligations:

- Operate exclusively with VM USA in the United States market.
- Provide the necessary video, photography, material and Mexican campaigns to assist in the sale and positioning of tourism.
- Advise and provide market data on Mexican tourism so personalized strategies may be carried out.
- Sign a joint venture agreement that results in a company with 50% of profits generated in the United States.

VM USA shall have the following obligations:

- Operate exclusively with visitmexico and to always inform Braintivity on activities, plans, alliances, and revenue generation in private and government initiatives.
- Conduct periodic and fully transparent reports on activities and the results obtained.
- Sign a joint venture agreement that results in a company with 50% of profits generated in the United States.

FIFTH. CONTRIBUTIONS AND EXPENSES.

The **"PARTIES"** shall pay all government charges, taxes, fees, and expenses generated from the signing of the FINAL JOINT VENTURE AGREEMENT and those originating from said agreement.

SIXTH. JURISDICTION AND APPLICABLE LAWS.

For everything related to the interpretation, performance, and enforcement of this instrument, as well as the resolution of any dispute arising from said agreement, the Parties expressly submit to the applicable laws and jurisdiction of the competent Courts in Mexico City, and waive any other court that may have jurisdiction due to their present or future domiciles or any other basis.

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ONCE THIS AGREEMENT HAS BEEN READ BY THE PARTIES AND THEY HAVE BEEN INFORMED OF ITS LEGAL SCOPE, IT IS SIGNED IN DUPLICATE IN THE CITY OF NEW YORK, USA, ON THE 21 OF MAY OF THE YEAR 2021.

BRAINTIVITY

Carlos Alberto Gonzalez Gonzalez

VISIT MEXICO USA, LLC

Gary Levi
Chairman

Kent M. Suh
President

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PROFIT SHARING AGREEMENT

This Agreement ("Agreement") between BRAINTIVITY S.A. de C.V. ("BRAINTIVITY") and VISIT MEXICO USA, LLC, a limited liability company from Delaware ("VM USA") as an addendum to the Joint Venture Agreement signed on June 18,2021, ("Joint Venture Agreement"), collectively ("The Parties").

BACKGROUND

BRAINTIVITY S.A. de C.V. and VISIT MEXICO USA, LLC signed an exclusive Joint Venture Agreement on June 18, 2021, and another one on May 21, 2021, to commercialize, promote and support the tourism for Mexico.

The Parties agree to execute this Agreement, taking into consideration the following:

CLAUSES

1. **SHAREHOLDER PERCENTAGE PARTICIPATION.** VM USA shall pay to Braintivity fifty percent (50%) of the net profits of VM USA after the payment and deduction of all expenses and operating costs, including but not limit to the payment to Crosswalk Ventures as evidenced in the agreement between Crosswalk Ventures and VM USA dated June 1, 2021 which compensates Crosswalk Ventures for their work in which they are directly involved at an amount of twenty percent (20%) of the gross operating profits, as defined within the Crosswalk Ventures Agreement with VM USA ("Sharing Profits").

2. Braintivity has executed an agreement with Rev, based in Austin, Texas as it pertains to the X Card and all revenue generated by activities by either Braintivity in the United States and / or VM USA shall be applied to VM USA which will equal a 30% commission paid by Rev to Braintivity or VM USA, and such profits from all commissions shall be a part of the calculation of Sharing Profits.

3. Regarding the events such as INSTAGE, Braintivity will pay VM USA thirty percent (30%) of the profits of the program known as INSTAGE, the profits will be part of the calculations of the sharing agreement if, and only if, VM USA brings at least three (3) keynote speakers such as Anthony Scaramucci and/or Michael Bloomberg for the firm event of INSTAGE in Mexico, after which VM USA will participate for 50% of all profits for INSTAGE.

4. **SUBSEQUENT LEGAL INSTRUMENTS.** The Parties agree that all legal instruments they subscribe subsequently, will be part of the Joint Venture Agreement of June 18, 2021, as an addendum.

5. **JURISDICTION AND COMPETITION.** To everything relative for the fulfillment of this contract, as well as any controversy subscribed from its interpretation or execution, The Parties will be subject to the jurisdiction of Mexico City, including the laws, rules and any other current legal dispositions, expressively waiving any jurisdiction that, due to its current or any future address, for any cause, could correspond.

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Reading the instrument, The Parties, rectify and signed two copies in New York City on the 14th day of September 2021.

"BRAINTIVITY S.A. DE C.V."

CARLOS ALBERTO GONZALEZ GONZALEZ
Legal Representative

"VISITMEXICO USA LLC."

KENT M. SWIG
Legal Representative

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