

_____ HENCEFORTH KNOWN AS "THE EXHIBITOR",
REPRESENTED HEREIN BY ITS LEGAL REPRESENTATIVE _____,
IN CONNECTION WITH THE "EXPO TRANSPORTE ANPACT 2019", HENCEFOTH KNOWN AS THE "TRADE SHOW"
PURSUANT TO THE FOLLOWING

REPRESENTATIONS AND CLAUSES:

REPRESENTATIONS
THE ORGANIZER REPRESENTS AS FOLLOWS:

- FIRST.-** That it is a Limited Liability Company with Variable Capital, legally incorporated according to Mexican laws. Within its corporate purpose are provided, among other faculties, the organization of shows, exhibitions, fairs and everything related to such activities, and has been established in accordance with the laws of the United Mexican States and other applicable provisions, as evidenced by public deed 19032 dated September 7, 2009, formalized before Mr. Fernando Dávila Rebollar, Public Notary Number 235 for the Federal District and recorded in the Public Registry of Property and Commerce under number 1835 * 4.
- SECOND.-** That it is duly represented herein by its board chairman Mr. Sergio Gabriel Nogueira Parrodi, who is legally authorized to execute this agreement under the terms of the aforementioned deed which refers to the legal formation of the company. Such rights have not been revoked or limited in any way.
- THIRD.-** That, its main legal corporate purpose is the organization of conventions, industrial and commercial fairs and expo and, therefore has the capacity to execute this agreement.
- FOURTH.-** That its address is located at Herschel 152, Piso 6, Colonia Anzures, C.P. 11590, México City.
- FIFTH.-** That it is willing to execute this lease agreement to enable THE EXHIBITOR to participate in THE TRADE SHOW at Centro Expositor Puebla on the 16th, 17th and 18th of October, 2019, under the terms and conditions of this agreement and Attachment A thereto (Exhibitor's Manual).
- SIXTH.-** That it is registered in the Mexican Tax Bureau under Tax ID number BNO-090907-GY9.

THE EXHIBITOR REPRESENTS AS FOLLOWS:

- FIRST.- That it is a legally constituted company from _____
- SECOND.- That it is represented in this act by _____, who is legally authorized to sign this legal instrument in accordance with the constituent deeds, authorization that has not been revoked or limited in any form.
- THIRD. – Whose main activity is _____
- FOURTH.- Whose address is as mentioned on PAGE 1 section 1 (Billing Details).
- FIFTH.- That it wishes to lease the STAND from the ORGANIZER to be able to participate in THE EVENT at Centro Expositor Puebla on October 16th, 17th and 18th, 2019, under the terms and conditions stated in this document and in attachment A.
- SIXTH.- Whose Tax ID number is _____.

BOTH PARTIES REPRESENT AS FOLLOWS:

That they acknowledge mutually their legal capacity to execute and perform this agreement and that taking into consideration that no impediment exist to the terms and conditions contained herein and considering the rights and obligations of such parties provided herein, they agree to be bound pursuant to the following:

CLAUSES

FIRST. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to lease and use a STAND or SHOWCASE at THE TRADE SHOW, to be held on October 16th, 17th and 18th, 2019 at Centro Expositor Puebla, located at Centro cívico cultural 5 de mayo, zona de los fuentes 72260 Puebla, Puebla, México (henceforth referred to as THE VENUE).

SECOND. CONSIDERATION AND LOCATION.

Desired location (if available): 1: _____ 2: _____ 3: _____ Área en m2 _____

Precio por m2: _____ Amount of booth: _____ V.A.T: _____ AMOUNT IN US DOLLARS: _____

The weight limit Lobby is 1 metric tons/m2.

Additional specifications: _____

THIRD. PAYMENTS.

- a) THE EXHIBITOR shall deliver an initial payment to THE ORGANIZER equal to 50% (fifty percent) of the total cost of the STAND via bank deposit on the execution date hereof. The ORGANIZER will send you a charge note and once your deposit is received in our account we will send via email the corresponding CFDI.
- b) The second payment will be made within a period of five business days of an email confirmation from THE ORGANIZER of the STAND's location. If payment is not made within such five-business day period, then bank interest on the outstanding amount of 5 percent per month will be charged. The ORGANIZER will send you a charge note and once your deposit is received in our account we will send via email the corresponding CFDI.
- c) The initial date for STAND allocations is August 6th, 2018, and the last date is September 6, 2019. Any EXHIBITOR who does not fully settle his/or account during that period will be excluded from THE TRADE SHOW and will forfeit the right to recover such amounts.
- d) Once both payments have been deposited, THE ORGANIZER will send THE EXHIBITOR an exclusive reference number, different from the other exhibitors numbers at THE TRADE SHOW.
- e) Deposits shall be in US dollars and be transferred to SCOTIABANK, Account number 00107246218, CLABE 044180001072462182 in the name of Barrera y Nogueira S. de R. L. de C.V.
- f) For purpose of the CFDI delivery the following tax information shall be required:
 - Certificate of Tax Identification.
 - Tax Payers Number
 - Address
 - CFDI use
 - Bank account where the STAND fee will be deposited

FOURTH. EXPENSES COVERED BY THE EXHIBITOR.

THE EXHIBITOR shall cover the full cost of any equipment or service deemed necessary for the installation, exhibition and dismantling of his/her STAND. Regardless of his/her nationality, THE EXHIBITOR will be responsible for the payment of any tax or charge generated by his/her participation in THE TRADE SHOW, according to Mexican law.

FIFTH. STANDS/SHOWCASES SPACE.

The STANDS will be supplied by THE ORGANIZER. If THE EXHIBITOR does not use institutional equipment or requires a special STAND, he/she must send a copy of its design to THE ORGANIZER by August 30, 2019, at the latest and the design must follow the guidelines established in the Exhibitor's Manual. Before installation of the special STAND, THE EXHIBITOR must have the organizer's written authorization.

If adjustments are to be made or unexpected issues that are not the responsibility of THE ORGANIZER arise, the latter may re-locate the STANDS as he sees appropriate while avoiding damage to THE EXHIBITOR.

Similarly, THE ORGANIZER will re-locate STANDS when THE EXHIBITOR has not started installing his/her STAND by 11:00 AM on October 15th, 2019.

The STANDS must be completely installed before THE TRADE SHOW's opening, as pointed out in the Exhibitor's Manual and they must not interfere with or obstruct other exhibitors' STANDS.

STANDS disturbing or detracting from the style and nature of THE TRADE SHOW will be restricted or taken down.

THE EXHIBITOR and his/her representatives will allow access to his/her STAND to everybody, including other EXHIBITORS, during the hours of THE TRADE SHOW. Any EXHIBITOR who packs up or dismantles his/her STAND before the announcement that THE TRADE SHOW has ended will be fined the equivalent of \$15,000.00 (FIFTEEN THOUSAND DOLLARS 00/100 US DOLLARS). Such fine will be payable with a credit or debit card at the Sales Point Terminal at the office of the Organizing Committee. If payment is not made, an exclusion order covering future events may be issued.

SIXTH. ADVERTISING MATERIAL OF THE EXHIBITOR.

All promotional material and ads owned by THE EXHIBITOR must be exhibited and distributed at all times within the limits of the stand, which will be marked out and confirmed on the official plan of THE VENUE for THE TRADE SHOW.

Consequently, THE EXHIBITOR or members of his/her staff are expressly forbidden from conducting any advertising activity outside the limits of their STAND or outside THE VENUE during exhibition hours.

EXHIBITORS who need to conduct acoustic presentations should write to THE ORGANIZER to request authorization, which will be granted only when such presentations do not disturb other exhibitors or visitors to THE TRADE SHOW. Before authorizing, THE ORGANIZER will visit the STANDS one day before the TRADE SHOW to calibrate the maximum volume of audio equipment to verify compliance with the limit established in the Exhibitors Manual.

THE ORGANIZER reserves the right to limit or prohibit any advertising activity or presentation that has not been authorized in writing and which does not comply with the standards of THE TRADE SHOW. Any news media-related activity conducted by THE EXHIBITOR must be authorized and organized by THE ORGANIZER's Press Office.

SEVENTH. TIMETABLE.

The timetable for the installation, operation, construction and dismantling of the STANDS, as well as any entry and exit of THE EXHIBITOR, guests and visitors can be found in the Exhibitor's Manual and must be strictly adhered to.

Any change in the timetable requested by THE EXHIBITOR must be authorized in writing by THE ORGANIZER.

EIGHTH. SALES ACTIVITIES.

THE TRADE SHOW constitutes an exhibition organized for promotional and advertising purposes. Consequently, any sales activity that implies the handling of money, goods or services which THE EXHIBITOR attempts to conduct must receive THE ORGANIZER'S authorization.

NINTH. EXCLUDING THE ORGANIZER FROM RESPONSIBILITY.

THE EXHIBITOR shall not hold THE ORGANIZER responsible for damages caused by natural disasters, wars, civil unrest, fire, violence, malfunction of the installations, inclement weather, terrorist acts, damages or theft carried out by visitors to THE TRADE SHOW, by other exhibitors or any other person or in the event of unexpected and uncontrollable factors causing THE TRADE SHOW to be canceled.

TENTH. THE EXHIBITOR'S RESPONSIBILITY.

THE EXHIBITOR is responsible for any damage or economic loss caused to any individual and/or any property by him/her or by any of its employees and/or its suppliers in connection with the construction or installation of his/her STAND or display counters. THE EXHIBITOR must always consider the rights of the other participants in THE TRADE SHOW.

ELEVENTH. EXHIBITOR'S COMMITMENT.

THE EXHIBITOR is obligated to obtain the necessary permits to allow him/her to take part in THE TRADE SHOW before starting to assemble his/her STAND and must have them available for inspection by THE ORGANIZER throughout the term of the show (including the dismantling process).

Similarly, he/she must comply with local, state and federal laws and regulations within THE VENUE during THE TRADE SHOW. THE EXHIBITOR agrees to follow the rules published in the Exhibitor's Manual and to respect the installation's security measures and THE ORGANIZER's security staff.

TWELFTH. SECURITY.

THE ORGANIZER will provide the customary security during the exhibition hours established in the Exhibitor's Manual. However THE ORGANIZER will not be responsible for loss, theft, injury or damage to property and/or staff suffered by THE EXHIBITOR.

It is forbidden for THE EXHIBITOR to use inflammable decorations. All textiles and materials used to decorate the STAND must be treated with fire-proofing material and will comply with anti-fire regulations. Internal combustion engine must be authorized by THE ORGANIZER.

THIRTEENTH. EXHIBITOR'S MANUAL.

The Exhibitor's Manual sets the rules for all THE TRADE SHOW's activities, including the construction, installation and dismantling of STANDS, behavior during THE TRADE SHOW, transportation companies, timetables, parking lots, materials and packing and service rules to be followed by THE EXHIBITOR, who, once he/she signs this agreement, must follow the rules written in the Exhibitor's Manual, which is an integral part of this instrument.

FOURTEENTH. RETURNING THE STAND.

THE EXHIBITOR must return the STAND to THE ORGANIZER in the same condition in which he/she received it.

If the STAND or the exhibition halls (structures, floors, cables, piping and other accessories) are damaged in any way, THE EXHIBITOR will be charged the cost of their repair.

If the STAND has not been dismantled within the established time frame, THE ORGANIZER will proceed to dismantle it, will place any goods in a warehouse and charge THE EXHIBITOR the cost of doing so. THE ORGANIZER bears no responsibility for abandoned STANDS.

FIFTEENTH. CANCELLATION TERMS.

If THE EXHIBITOR decides to cancel any portion or all the leased space, he/she must inform THE ORGANIZER in writing.

After any cancellation as refer above, THE EXHIBITOR must pay a cancellation fee, which will be a percentage of the total lease of the STAND, calculated according to the date on which THE ORGANIZER receives the written notification. The cancellation fees are as follows:

- a) Before November 30, 2018 zero percent of the total amount referred to in Clause Second hereof.
- b) From November 30, 2018 through January 25, 2019, 50 percent (fifty percent) of the total invoice.
- c) After January 25, 2019, 100 percent (one hundred percent) of the total invoice.

If THE EXHIBITOR fails to cancel his/her participation in any way, he/she will be obligated to make total payment of the STAND's lease, even though THE EXHIBITOR does not participate in THE TRADE SHOW. THE ORGANIZER will not make any refund that is different to that stipulated in this clause.

SIXTEENTH. CONVENTIONAL PENALTY.

In the event of any type of damage (be it material or reputational) to the VENUE, to other EXHIBITORS, THE TRADE SHOW owner and THE ORGANIZER, THE EXHIBITOR may be charged a conventional penalty equivalent to the sum of his/her contract fee, as specified in the Exhibitor's Manual. This penalty will be applied by THE ORGANIZER when negligence or willful misconduct is not corrected or when called-for measures are not taken. Furthermore, this agreement may be rescinded, and THE EXHIBITOR asked to leave THE TRADE SHOW.

SEVENTEENTH. INTERNAL CONTROVERSIES.

Any complaint or disagreement on the part of THE EXHIBITOR in relation to the terms specified in this instrument or the service provided by THE ORGANIZER or any of THE ORGANIZER's suppliers should be reported in writing to THE ORGANIZER within 15 (fifteen) days of being billed. Once that period of time has passed, it will be assumed that THE EXHIBITOR agrees with the terms of the agreement and/or the service provided and for that reason has waived the right to make any claim subsequently.

Any complaint or disagreement raised by THE EXHIBITOR with THE ORGANIZER does not excuse the former from making any outstanding payments owed to the latter.

EIGHTEENTH. CANCELLATION EVENTS.

Any non-compliance with or violation of the terms provided herein, in an enunciative but not limited manner, will lead to the possibility of this agreement being canceled, as follows:

- a) THE EXHIBITOR fails to make any payments in the manner and under the terms agreed in Clause THIRD headlined PAYMENTS.
- b) THE EXHIBITOR changes the number of square meters or square feet assigned to his/her STAND.
- c) THE EXHIBITOR has on his/her STAND corrosive, dangerous or inflammable substances.
- d) THE EXHIBITOR sub-leases or transfers the rights and obligations assumed by him/her hereunder.
- e) THE EXHIBITOR fails to adhere to the rules provided in the Exhibitor's Manual.

NINETEENTH. AMENDMENTS.

This agreement may only be amended by means of a written letter, signed by the legal representatives of both parties, provided that such letter must be attached as an integral part of this agreement.

TWENTIETH. LABOR RELATIONS.

The parties hereto agree that each of them will assume individually the responsibility derived from the existing labor relations with their own staff, whom they will employ to provide the services referred to herein, either directly or indirectly. The parties hereto agree to comply with their obligations as employers, ensuring that at no time will THE ORGANIZER's staff be subordinate to that of THE EXHIBITOR and vice versa.

TWENTY-FIRST. ACCEPTANCE

Both parties state that in this agreement there is no bad faith, error or any other vice that might invalidate the same and that they concur with the content of all and every one of the representations and clauses contained therein.

TWENTY-SECOND. COMPLAINTS AND SUGGESTIONS.

Any complaint or suggestion should be made in writing and be delivered to the offices of "Barrera y Nogueira S. de R.L. de C.V." or sent by email info@hcmexpo.mx within 15 days of THE TRADE SHOW's closure.

TWENTY-SECOND. JURISDICTION

For the purposes provided in this agreement, the parties are willing to submit themselves to the jurisdiction and competence of the laws and courts sitting in Mexico City, and in so doing each of them waive any other laws and legal authority, past or present, that for any reason may correspond to them.

TWENTY-FOURTH. ADDRESSES.

The parties declare that for the purposes of this agreement their addresses, which will be valid until such time that written notice of any change is sent by certified mail or courier and received by each party's legal representative, are

THE ORGANIZER

Ing. Sergio Gabriel Nogueira Parrodi
Herschel 152, Piso 6, Colonia Anzures,
C.P 11590, Ciudad de México

THE EXHIBITOR

HAVING READ THIS INSTRUMENT AND BEING AWARE OF ITS CONTENTS AND LEGAL SCOPE, THE UNDERSIGNED PARTIES, CONSENT AND SIGN THIS AGREEMENT

THIS (DATE) _____

THE ORGANIZER

Ing. Sergio Gabriel Nogueira Parrodi

THE EXHIBITOR

Representative of
BARRERA Y NOGUEIRA, S. DE R.L. DE C.V.

Representative of

WITNESS

WITNESS