



TERMS AND CONDITIONS, SERVICE AGREEMENT (Version Feb 09, 2021), executed by J&S AUDIOVISUAL MEXICO S. DE R.L. DE C.V., represented herein by Brian Hudson Barnes, henceforth THE PROVIDER; and THE CLIENT whose name is inserted in the quote that is part of this agreement and who are subject to the following terms, conditions and clauses:

STATEMENTS:

PROVIDER'S STATEMENTS:

The PROVIDER declares, through its legal representative, to be a duly constituted and validly existing company in accordance with the Laws of the United Mexican States.

President Brian Hudson Barnes declares that (s)he has sufficient rights to modify this contract, as per Public Document number 2285, granted before Attorney Raúl Gustavo Bringas Celiceo, dated the 28 of September of 2006. PROVIDER further declares that the company (s)he represents is dedicated to activities that consist of lending audiovisual equipment rental installation and operation services.

Further, PROVIDER declares CARRETERA CNC PUERTO MORELOS MANZANA 3 LOTE 1 EDIFICIO F UNIDAD 4 SUPERMANZANA 52 CANCUN BENITO JUAREZ QUINTANA ROO 77500, México to be the current address of the company.

The PROVIDER also declares that the Account Executive whose name appears near the end of this agreement is authorized by the PROVIDER to enter into the agreement with the CLIENT, on the PROVIDER'S behalf.

CLIENT'S STATEMENTS:

The CLIENT declares that the company (s)he represents was legally constituted in accordance with all applicable regulations in its host country, as well as for commercial activity abroad and in Mexico.

The CLIENT further declares that (s)he has full rights to execute these types of contracts in the name of the company (s)he represents for the purposes of this agreement, and that all the information provided by the Legal Representative of the Client in the signature section of this agreement is accurate and true.

THE PARTIES DECLARE:

The parties declare that it is their will to execute the Professional Service Agreement herein, and therefore mutually agree to submit to the following terms as well as the technical and logistic terms described any additional technical documents appended to the email message containing this document, collectively henceforth the Program, unified by a unique, serialized detailed document of services and fees called the Quotation.

Terms of Validation:

This Agreement and the Quotation, signed in person by both parties' representatives, or successively printed, signed, scanned, and sent by the Provider to the Client and returned by the latter in like manner, using each parties respective registered corporate email address, through a registered email server, or by a delegate of either party authorized for such purposes by the legal representative in the same written manner, will serve as legally binding proof of the agreement, as will be binding any further written requests on behalf of the Client or any of its delegates, so long as the aforementioned conditions are met.

Said terms will henceforth be referred to as the Terms of Validation.

The PROVIDER reserves the right to solicit the CLIENT's participation in any necessary legal agreements as well as to request any additional information or documentation from the CLIENT, as might be required by any competent authority or required by the administration of any venue, prior to engaging in the agreement **CLAUSES**

PURPOSE OF THE CONTRACT:

The purpose of the contract herein is the Lending of Professional Services, henceforth the Service, which consists of:

The PROVIDER will provide the CLIENT with duly trained and knowledgeable staff, and authentic and functional equipment as described in the Program.

To fully comply with the purpose of this contract, the PROVIDER must have absolute freedom to employ and apply the elements and methods that are most adequate according to the professional judgment of its



representative technicians, given that all the goals pursued in the Program are fulfilled, but barring concerns for safety and compliance to norms. DEADLINES

PROVIDER is obligated to initiate its service, the purpose of the agreement herein, in accordance with the Program, which is added to the contract herein as described in the Terms of Validation.

PROVIDER shall not be held accountable whatsoever for delays or failure to comply due to unforeseen and compromising external events out of PROVIDER'S control, like inclement weather and political activity, or unrelated to the PROVIDER'S service, like inability to perform or attend on behalf of Client-hired presenters, entertainers or participants or the unavailability of client-supplied resources as defined in the Program. In any of these cases, CLIENT is still obligated to pay the total stipulated in this document as the DEPOSIT.

INCLEMENT WEATHER.

CLIENT shall be responsible for deciding whether to hold the event indoors or outdoors. However, it should be mentioned that any change to the original work plan must be made in writing with at least ten hours to spare before the event. Supposing the changes are made with less than 10 hours to spare before the event, PROVIDER would charge CLIENT for the added expense that said changes would cause.

It is equally important to reiterate that in these cases it is CLIENT'S responsibility to have an alternate location that may function as a backup in case of extreme weather. Said location must be made known to PROVIDER with two weeks to spare before the event.

PAYMENT

The total value of the agreement herein is the amount in the "Total" field of the Quotation document, henceforth the Total, including taxes and, where applicable, at the exchange rate determined as described in section C. below. The parties agree to conduct payment for services rendered under this contract in two installments, one for the DEPOSIT upon signing the contract herein, the remainder prior to the start of the event or 10 days NET after receipt of the final invoice for pre-approved credit applications.

A). The initial payment, henceforth the DEPOSIT, will be in most cases the amount of 50% of the Total, and this deposit will be necessary for the Validation of the agreement. PROVIDER reserves the right to increase the amount of the deposit required depending on the complexity of the program, the need for outsourced goods and services, or the nearness of delivery deadlines, notifying the client in advance.

B). The second and final payment shall be of the Total minus the Deposit, plus any additional expenses incurred by the Client as described under CLIENT'S EXPENSES, including taxes, in USD, or at the Exchange rate established for the date of payment, as described below, prior to the start of the event or 10 days NET after receipt of the final invoice for pre-approved credit applications. Once the due date has passed, CLIENT shall begin to accrue monthly penalties of 5% of the payment due, as well as losing the right to any discounts reported in the quotation.

C) Payments will be accepted in Mexican and U.S. currency only, and only in the form of a deposit-only stamped check from a Mexican bank or approved credit card including bank commissions or a national or international wire transfer to one of the PROVIDER'S following bank accounts, in the currency specified below:

PAYMENTS IN AMERICAN DOLLARS

BANK NAME: BBVA BANCOMER, S.A.
BENEFICIARY: J&S AUDIOVISUAL MÉXICO S. DE R.L. DE C.V.
ACCOUNT NUMBER: 012691001974312369 (18 DIGITS IS MANDATORY)
SWIFT: BCMRMXMPYM
BRANCH: 1807
CITY: CANCUN
PLAZA: CANCUN



BANK NAME: BANAMEX
BENEFICIARY: J&S AUDIOVISUAL MÉXICO S. DE R.L. C.V.
SWIFT: BNMXXMXX
ACCOUNT NUMBER: 002691065790023930

PAYMENTS IN MEXICAN PESOS

BANK NAME: BBVA BANCOMER, S.A.
BENEFICIARY: J&S AUDIOVISUAL MÉXICO S. DE R.L. DE C.V.
CLABE ACCOUNT NUMBER: 012691001967415684
ACCOUNT NUMBER: 0196741568
SUCURSAL: 1807

BANK NAME: BANAMEX
BENEFICIARY: J&S AUDIOVISUAL MÉXICO S. DE R.L. C.V.
CLABE ACCOUNT NUMBER: 002691065710217124
ACCOUNT NUMBER: 657-1021712

If the order is to be paid through the hotel master account, the terms established by the individual hotel will be applicable. The exchange rate for the deposit and closing payments made in Mexican currency, as well as any intermediate payments that occur, will be determined on the day that the corresponding invoice for each is made, as published for that day by the Diario Oficial de la Federación, on the official website, <http://www.dof.gob.mx/>. PROVIDER for professional services rendered, shall be made by means of bank deposits to PROVIDER'S bank accounts, following which CLIENT shall remit the corresponding proof of payment to PROVIDER, and the PROVIDER will supply a confirmation to the client.

The parties that undersign the contract herein agree to the following penalties with regards to CLIENT'S payment obligation:

If CLIENT fails to comply with the obligations set forth in the previous clause, then PROVIDER shall have the freedom to desist from any action that it has initiated in the name of the former, as well as to suspend all sorts of activities related to the purposes herein with relief from any liability resulting from such a penalty. Further, PROVIDER shall keep the deposit amount paid upon execution of the contract herein.

CLIENT'S EXPENSES

In light of this contract, several additional expenses must be taken into consideration which shall be the responsibility of CLIENT, as long as these services are requested by the CLIENT or are necessary for the completion of a direct request on behalf of the CLIENT, in accordance with the established Terms of Validation, including but not limited to:

- any and all venue charges and service fees, such as: electricity, communications, and onsite security.
- any costs associated with the provision and transportation of additional service, equipment, or labor, not on the original Quotation or any subsequent quotations, at the current rates listed for such services, with an additional 25 USD charge applicable to all extemporaneous deliveries required by the client.

BILLING DETAIL

The following conditions will influence the manner in which the services will be billed, and the resulting charges and terms will be reflected on the quotation:

- Technician fees are subject to a five (5) hour minimum per technician per call, and overtime, at a rate of 1.5 to 1 for each consecutive hour over 8.

EQUIPMENT LOSS OR DAMAGE



CLIENT shall be responsible for equipment damage or loss in all cases where said damage or loss is not due directly to PROVIDER's actions or negligence. CLIENT is therefore responsible for every article and/or piece of equipment lost, stolen, destroyed, or damaged during the PROGRAM, as well as for replacement costs, unless provider is directly responsible for the loss or damage.

INSURANCE

The Provider has available a multipurpose insurance policy that is not part of this agreement but must be requested and established as a separate agreement. The Provider agrees to provide the necessary details to the Client upon request, in accordance with the Terms of Validation.

CANCELLATION

CLIENT acknowledges that cancellation of the already programmed event will be a written notice to PROVIDER and result in loss of the deposit or advance, plus the payment of cancellation fees according to the following table:

Written Cancellation notification time: Equipment cost / Labor cost

Within 30 Days: 50% of Gear / 25% of Labor is due

Within 14 Days: 100% of Gear / 50% of Labor is due

Within 07 Days: 100% of Gear / 100% of Labor is due

Cancellations must be in accordance with the established Terms of Validation. On the other hand, if the Program for a cancelled agreement were to require some construction or specific scenery, it shall be charged in full, regardless of the moment of cancellation, unless construction has not yet begun and materials for the same have not yet been purchased.

PUBLICITY

PROVIDER may use photographs or video recordings of the Program in promotional materials as long as neither CLIENT'S logo, nor patented, copyrighted or otherwise compromising materials appear in such material, unless such use is agreed to by the Client in accordance with the terms of validation.

JURISDICTION

The parties agree that for matters of interpretation and debate over the contract herein, they expressly submit to the Laws and Courts of Mexico.

This Professional Service Contract, having been read by the parties that convened to execute it, understanding the legal consequences and reach of it, both sign, for certification, in the corresponding space below, providing, according to the Terms of Validation, photocopies of an official identification of the highest order required by authorities and institutions in their place of residence, and another official identification with photograph and signature visible, should the former be lacking in either trait. In venues where the PROVIDER is the exclusive internal audiovisual service provider, the client's signature below must be authorized by the venue administration for master account billing.

TERMINATION/FORCE MAJEURE

This agreement may be terminated without liability by either party upon the breach of any material term of this agreement or for other valid reasons, including the occurrence of any of the following: 1) a change with the Company in ownership and/or management company, or 2) if either party makes a voluntary or involuntary assignment for the benefit of creditors, enter into bankruptcy proceedings, becomes insolvent or subject to foreclosure, or if foreclosure occurs, or action is taken for the benefit of creditors or relief of creditors, or a petition is filed for reorganization or for the appointment of a receiver or trustee of all or a portion of the assets of the party. Company and ASC shall notify each other in writing within thirty (30) days of the occurrence of any of these events.



The performance of this agreement by either party is subject to Acts of God, war, terrorism, outbreaks of disease, epidemics, pandemics, governmental regulations or advisory, disaster (including acts of terrorism), acts of national significance, fire, strikes, threat of strikes (within two months of arrival date) civil disorder, weather catastrophes, labor disputes, unavailability of water, electricity or other necessary utilities, curtailment of transportation facilities, or any other extraordinary occurrence beyond the reasonable control of the parties making it inadvisable, illegal or impossible to perform under the terms of this agreement (or to hold the virtual meeting on the contracted date of this agreement) as **agreed to by both parties**. Either party may terminate or suspend its obligations under this agreement without penalty for any one or more of such reasons stated above, provided that the party which is unable to perform its obligations provides written notice to the other party as promptly as possible following the onset of such event requiring termination, in which event all further obligations shall cease.

By signing this document, we recognize that we have read and agree to each and every one of the clauses stipulated in the current terms and conditions, available at the following link: ([Terms / Terminos](#)), that is part of this agreement, we accept:

SIGNED BY THE PARTIES

The provider:
J&S Audiovisual Mexico S de RL de CV

Client

Full Company Name

Full Company Name

Brian Hudson Barnes

Represented by

Represented by

Signature

Signature

Carretera CNC Puerto Morelos Manzana 3
Lote 1 Edificio F Unidad 4 Supermanzana 52
Cancun, Benito Juarez, Quintana Roo, Mexico C.P. 77500.

Address

Address

Date

Date