

SERVICE PROVISION CONTRACT NO. CPTQ 54/2018, ENTERED INTO BY AND BETWEEN, ON ONE SIDE, "THE QUINTANA ROO TOURISM PROMOTION BOARD," HEREINAFTER REFERRED TO AS "THE BOARD," DULY REPRESENTED ON THIS OCCASION BY MR. DARÍO DE JESÚS FLOTA OCAMPO, ENGINEER BY PROFESSION, IN HIS CAPACITY AS GENERAL MANAGER AND LEGAL REPRESENTATIVE; AND ON THE OTHER SIDE, MSL GROUP AMERICAS INC., HEREINAFTER REFERRED TO AS "THE PROVIDER," DULY REPRESENTED ON THIS OCCASION BY NICOLE YANLING KWAN, IN HER CAPACITY AS LEGAL REPRESENTATIVE, BASED ON THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS

I. "THE BOARD" hereby states through its representative that:

- I.1 On December 20, 2017, the Decree was published in the Official Journal creating the Quintana Roo Tourism Promotion Board as a decentralized public body with legal personality and equity capital, attached to the Ministry of Tourism, assisting the head of the State's Executive Branch in priority activities for the State with the object of promoting, supporting, and implementing the programs and strategic projects in matters of tourism and marketing its brands that are necessary for economic growth, attracting capital investment and, overall, achieving progress in the State's tourism activity.
- I.2 Darío Flota Ocampo attests to his representation in terms of the appointment issued in his favor by the Governor of the State of Quintana Roo, as well as the Minutes of the First Meeting of the Board of Directors of the Quintana Roo Tourism Promotion Board, and therefore has been entrusted with the legal powers to represent "THE BOARD" in acts of administration that have been neither revoked, modified, nor limited in any way whatsoever.
- I.3 This Service Provision Contract is signed by "THE BOARD's" Promotion Management acting authority, Ivonne Elizabeth Cole Guerrero, who is duly appointed for respective administration and verification procedures.
- I.4 This Contract was awarded by means of an Agreement reached at the Quintana Roo Tourism Promotion Board's Acquisitions Committee Meeting held July 16, 2018, convened in accordance with the terms established in Articles 31 and 33, paragraph I of the Law of Acquisitions, Leasing and Service Provisions Associated with the State of Quintana Roo's Movable Property.
- I.5 There is a budget allocation in addition to the availability of sufficient resources for payment of the services, object of this Contract, in conformity with the Purchase Request issued by "THE BOARD's" Administration and Finance Management acting authority and in conformity with the budget approved for the 2018 financial year.

- I.6** The Company's Federal Taxpayers Identification number is CPT1712204X1 and its registered address is Plaza Paseo Coba, 1st Floor, Block 20 Plot 3, Interior 309-312, Real Estate Development Playacar, Phase II, Playa del Carmen, Postal Code 77710, Quintana Roo.

II. "THE PROVIDER" hereby states through its representative that:

- II.1** It is a legally constituted company, existing in conformity with the laws of the United States of America, constituted on December 4, 1979, under the name MSL Public Relations, Inc. It changed its name August 24, 2012, to be known hereafter as MSL Group Americas, Inc., according to the certificate issued on this same date by the State of Delaware.
- II.2** Its corporate purpose includes the provision of publicity, public relations, and marketing services, among others.
- II.3** Its legal representative, NICOLE YANLING KWAN, is identified by means of passport number 556833306, issued in her favor by the Government of the United States of America, and provides evidence of her right of representation by means of a document duly certified before Notary Public Susan D. Caulfield of the State of Illinois, Cook County, dated June 16, 2017, declaring by oath to tell the truth and that she is vested with sufficient legal powers to execute this Contract and bind "THE PROVIDER" to the terms thereof; powers that have not been revoked, modified, or limited in any way.
- II.4** This Company's representative has the legal capacity and appropriate and sufficient resources to comply with the commitments arising from this Contract in an efficient and timely manner and in the best interests of "THE BOARD," and declares, likewise, knowing the technical characteristics and scope of the service covered by this contract.
- II.5** Under oath to tell the truth, she declares that the Company does not meet any of the circumstances contemplated in Article 39 of the Law of Acquisitions, Leasing and Service Provisions with Movable Property of the State of Quintana Roo.
- II.6** For tax purposes, she declares that she is the owner of Treasury Department tax identification number 13-3030404, binding herself to make, in support of this document, all payments in the form of taxes generated by the signing of this Contract to the corresponding tax authorities in her place of residence.
- II.8** The quality, characteristics, requisites, mechanisms, procedures and necessities of this Contract are fully known to her and she has considered all the factors involved in the execution thereof and that she has sufficient information and knowledge to perform her work effectively.

- II.9** The content of the annexes is fully known to her, those that, duly signed by the parties, are an integral part of this Contract and are attached hereto.
- II.10** For all legal purposes arising from this Contract, she establishes the following address: Broadway 1675, Floor 29, New York, NY 10019, United States of America.
- II.11** She declares that her enrollment in the list of registered providers of the Government Accountability Office is currently in process and that in this act under oath she commits to deliver the inscription and registration number documentation to "THE BOARD" as soon as she has received them.

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

CLAUSES

ONE – OBJECT: "THE PROVIDER" hereby commits to providing "THE BOARD" with integral services for the Emerging Communications campaign and Image Positioning of Quintana Roo – Mexican Caribbean in the United States of America, in conformity with the Technical Annex (Annex One) and Technical-Economic Proposal, incorporated herein as Annex Two of this Contract.

All services to be carried out by "THE PROVIDER" will be undertaken with prior authorization by "THE BOARD."

TWO – VALIDITY: Validity of the Provision of the Services in this Contract will become effective on the date of signing this document, December 31, 2018.

Notwithstanding the indicated validity, for purposes of compliance with contractual obligations arising from the object of this Contract, the parties hereto are bound to comply with all and each of them, regardless whether the validity term thereof has concluded.

THREE – AMOUNT: "THE PROVIDER" will consider a budget to carry out the Services, as follows:

"THE BOARD" will pay "THE PROVIDER" as remuneration for the Services, as the object of this Contract, up to \$1,200,000.00 USD (One million two hundred thousand United States of America dollars) including "THE PROVIDER's" taxes and fees, to be applied to carrying out the Services that are the object of this instrument.

In conformity with the costs indicated in the "Economic Proposal" offered by "THE PROVIDER" as Annex Three of the Contract.

The amounts referred to in this Clause will be understood to include all taxes generated by the provision of the contracted services. Therefore, compliance with the corresponding tax obligations will be binding on each party.

Consequently, "THE PROVIDER" may not under any circumstances request higher compensation than the amount previously established for the Services provided in compliance with this Contract.

FOUR – PAYMENT METHOD: "THE BOARD" will pay "THE PROVIDER" \$240,000.00 USD (Two hundred and forty thousand 00/100 United States of America currency) on a monthly basis, to be made within 20 (twenty) calendar days following receipt of the corresponding invoice(s) duly accepted from date of authorization by Administration and Finance Management and prior receipt of the Services fulfilled to the full satisfaction of "THE BOARD'S" Tourism Promotion Management.

Should implementing expenses not contemplated in "THE PROVIDER's" proposal be required, these should be submitted to "THE BOARD's" General Management for approval.

FIVE – PAYMENT FOR THE SERVICES: For tax requirement revisions and budget control purposes, "THE PROVIDER" will submit to "THE BOARD's" Administration and Finance Management, from 10:00 to 14:00 hours on business days, its respective issued invoices as well as the supporting documentation of the Services corresponding to this Contract. Said invoices will be issued in conformity with current tax legislation, indicating the name of "THE PROVIDER" and the amount of each invoice.

Payment for the rendered services will be made in United States dollars and made available to "THE PROVIDER" by means of an electronic transfer to be credited in "THE PROVIDER's" account.

SIX – INVOICING: For the payment process, "THE PROVIDER" will present the original invoice(s) jointly with the corresponding checks, in the terms and conditions established in the "Technical Annex" and in accordance with the "Technical and Economic Proposal."

Every invoice submitted by "THE PROVIDER" will be issued in the name of "THE BOARD," meet with current established tax requirements legislation, and contain the following data:

- Complete name, fiscal domicile and Federal Taxpayer's Registration Number.
- "THE PROVIDER's" name, address, date of issue, and telephone number.
- Invoice number.
- Clear description of the covered Services.
- Contract number.

"THE PROVIDER" will submit the pdf formats to "THE BOARD" via electronic mail.

SEVEN – VERIFICATION: "THE PROVIDER" will deliver to "THE BOARD's" Promotion Management, within 10 (ten) business days after the end of each month, an executive report (printed and electronic) describing the services provided in the period, attaching the corresponding verifications.

EIGHT – AMENDMENTS: Contract amendments that may be made to this Contract, due to well-founded and explicit reasons, will be invariably formalized in writing by means of the signing of the corresponding Amendment Agreement, pursuant to the terms established in Article 38 of

the Acquisitions, Leasing and Service Provisions Associated with the State of Quintana Roo's Movable Property.

NINE - SUSPENSION OF SERVICES: In the event of a fortuitous event or a case of force majeure arising during the provision of the Service, "THE BOARD," assuming full liability, may request "THE PROVIDER" to suspend the provision of that service, in which case only the effectively rendered Services will be payable.

When a suspension is caused by virtue of reasons attributable to "THE BOARD," "THE BOARD" will cover the unrecoverable expenses during the time the suspension lasts. These expenses will consist of those generated by the suspension provided they are verified and directly related with the purpose of the Contract. In no case will services be paid that are not associated with the Contract.

The term of suspension of the Services corresponding to this Contract will be agreed upon between the parties and by means of written notification. In the event of the impossibility of resuming the affected services, early termination of the Contract may be initiated.

TEN - EARLY TERMINATION: "THE BOARD" may terminate this Contract early with no liability or court resolution whatsoever, for causes of general interest or when, for justified causes, the necessity of requiring the contracted services, in accordance with this Contract, expires, demonstrating that continuing to fulfil the agreed upon commitments may cause damage to "THE BOARD," or total or partial invalidity of the activities originating the Contract, by virtue of resolution of a nonconformity or involuntary intervention issued by the State's Office of the Comptroller General.

In such circumstances, "THE BOARD" will notify "THE PROVIDER" in writing of said circumstance at least 5 (five) calendar days in advance of termination. Should this scenario arise, "BOARD" will reimburse "THE PROVIDER" for the unrecoverable expenses it has incurred, provided these have been duly verified and are directly associated with this Contract.

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

Upon expiry of the extension term and if the Services have not been provided in conformity with this Contract, "THE BOARD" will proceed to apply the contractual penalties or deductions to the payment established in Clause Sixteen and Seventeen herein.

TWELVE - CAUSES FOR RESCISSION: "THE BOARD" may administratively rescind this Contract without the need for court intervention in the event of any of the following cases:

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

- II. Should "THE PROVIDER" not provide the services on the agreed dates and in accordance with the terms established herein and respective Annexes.
- I. Should "THE PROVIDER" unjustifiably suspend the services.
- II. In the event of non-compliance on behalf of "THE PROVIDER" with any of its obligations established in this Contract and respective Annexes.
- III. Should any of "THE PROVIDER'S" declarations be made with false statements.
- IV. When the limit of contractual penalties or payment deductions is exhausted.
- V. Should "THE PROVIDER" not grant the facilities and necessary data for service inspections, surveillance, and supervision.
- VI. Should "THE PROVIDER" provide false information and/or act with intentional misconduct or bad faith during the contracting procedure, signing or term of the Contract.
- VII. In the event the competent authority declares "THE PROVIDER" in commercial bankruptcy or due to the existence of another situation affecting its assets in a way that will impede it from complying with the obligations taken on by virtue of this Contract.
- VIII. Due to infringement of the terms and conditions established herein or of the provisions established in the Law of Acquisitions, Leasing and Service Provisions of the Public Sector, respective regulations, and of all other applicable legal provisions.

THIRTEEN – RESCISSION PROCEDURE: Administrative rescission of the Contract will be carried out in conformity with the following procedure:

- I. The procedure will begin no sooner than "THE PROVIDER" is notified, in writing, of the incurred breach, so that in a term of 5 (five) business days from the date on which "THE PROVIDER" receives said notification, it may state whatever is in its best interest, and provide, when applicable, the evidence it deems pertinent.
- II. After the time referred to in the preceding paragraph has elapsed, rescission will be resolved on the bases of the asserted arguments and evidence.
- III. The decision to rescind the Contract, or not, will be well-founded, motivated, and "THE PROVIDER" will be notified of said decision within the following 15 (fifteen) days of the provisions established in paragraph I of this Clause.
- IV. Upon rescission of the Contract, the corresponding settlement will be drafted in order to put on record the payments to be made by "THE BOARD" corresponding to the services rendered up to the time of rescission.

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

"THE BOARD" may decide to not rescind the Contract when it finds during the procedure that the rescission may cause damage or affect the entrusted functions. In this circumstance, "THE

BOARD" will draft a report justifying the impact of the financial disadvantages arising from the rescission of the Contract.

By not rescinding the Contract, "THE BOARD" will establish a further term with "THE PROVIDER," rectifying the nonfulfillment arising from initiation of the procedure. Where applicable, the corresponding amendment agreement will be drawn up.

When, by virtue of the delay in the provision of services, or the rescission procedure processed during a fiscal year that differs from the year in which the Contract was awarded, "THE BOARD" may receive the services after verifying that the necessity for such services continues to be valid and that the current fiscal year has budgetary availability for such purposes, provided that the Contract term is modified with the original agreed upon prices. Any agreement contrary to the provisions in this Clause will be deemed invalid.

When "THE BOARD" decides not to rescind the Contract because it would cause major damage or impact, another term to rectify the nonfulfillment will be made without application of penalties "THE PROVIDER" may have acquired due to nonfulfillment.

FOURTEEN – PERFORMANCE BOND: In order to secure compliance with the obligations established in this Contract, "THE PROVIDER" will hand in, within 60 (sixty) days subsequent to signature of this Contract, a performance bond of 10% (ten percent) of the total amount to be paid, established in Clause Three herein, issued by an international or foreign banking institution, payable in Mexico by a national institution or branch of the issuing bank of the document, which may be a letter of credit or equivalent.

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

FIFTEEN – RELEASE OF THE PERFORMANCE BOND: The Contract's performance bond may only be released by General Management prior to confirmation of compliance with each and all of the obligations established in this Contract.

SIXTEEN - CONTRACTUAL PENALTIES: When "THE PROVIDER" is overdue in the date of delivery of the services or fails to comply with the obligations arising from the Contract by virtue of the causes attributable to "THE PROVIDER", it will become liable to contractual penalties, in accordance with the following:

- a) In the case of delays in the delivery of services on the agreed dates, a daily contractual penalty of 1% (one percent) will be applied for every business day of delay on the value of the services not delivered on time, without VAT included.
- b) The applied contractual penalties may not exceed 10% (ten percent) of the total amount of the Contract.

Promotion Management will be responsible for the calculation of the conventional penalty, which, in turn, will be referred to Administration and Finance Management for application by means of a credit note in the corresponding invoice.

Payment of services will remain proportionally conditioned on the payment made by "THE PROVIDER" of contractual penalties to which it may be subject, with the understanding that in the event of rescission of the Contract, said penalties will not be charged, or recorded, for effectiveness of the performance bond.

For application of the contractual penalties referred to in this Clause, "THE BOARD" will draw up and submit a notification, in writing, to "THE PROVIDER," delivered by registered mail or personal delivery in its domicile with acknowledgement of receipt, for purposes of the order of payment, indicating the incurred breach and the penalties to which it has become subject. "THE PROVIDER" will rectify the breach in a maximum term of 10 (ten) business days from receipt of the order, manifesting, where appropriate, its right to state whatever is in its best interest. The foregoing done, "THE BOARD" will resolve by applying, as the case may be, the corresponding contractual penalties, notifying "THE PROVIDER" by means of a well-founded and reasoned written document in which "THE PROVIDER" will be requested to make the corresponding payment within a term no longer than 10 (ten) business days.

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

SEVENTEEN – DEDUCTIONS FOR BREACH OF CONTRACT: In the case of partial or unsatisfactory compliance with the Services on behalf of "THE PROVIDER" with respect to the items that are part of this Contract, "THE BOARD" will apply deductions to the payment of the service, in conformity with the following:

1. By virtue of delays in the verification of rendered services, a daily deduction of 0.5% (zero point five percent) for each business day of delay will be applied to the value of the goods or services not verified on schedule, without including Value Added Tax (IVA in Spanish).
2. A penalty corresponding to a 1% (one percent) reduction of the total amount of "THE PROVIDER's" monthly fees will be applied by virtue of an undelivered report.

The applied financial deductions referred to in this Clause may never exceed 10% (ten percent) of the total amount established in this instrument. For application of said deductions, "THE BOARD" will follow the procedure described for conventional penalties referred to the foregoing Clause. For application of the deductions referred to in this Clause, "THE BOARD" will follow the procedure indicated for application of conventional penalties.

EIGHTEEN – ADMINISTRATION: "THE BOARD," via Promotion Management, will be responsible for administration and verification of compliance with the Contract.

"THE BOARD" will carry out, at any time, specification verifications and when applicable, acceptance of the Services and "THE PROVIDER" agrees to the Services not being deemed received or accepted until verification terms have been met.

NINETEEN – LATENT DEFECTS: "THE PROVIDER" will be bound to respond to "THE BOARD" regarding the hidden defects as well as the quality of the Services, in addition to any other responsibility taken on during the rendering of the Services, in accordance with the terms established herein and applicable legislation.

For purposes of this instrument, latent defects are defined as the defects existing in the provided Services making them inappropriate for the uses established in this Contract.

TWENTY – DELIVERABLES: "THE PROVIDER" will be bound to provide "THE BOARD", through Promotion Management, if required and by the means requested, any information related to the Services described in this Contract even after termination of validity thereof, irrespective of the deliverables described in the Technical Annex.

"THE BOARD" reserves the right to reject any supporting documentation not containing duly described characteristics and attributions of the Services carried out in accordance with the provisions of this Contract.

TWENTY-ONE – CIVIL LIABILITY: "THE PROVIDER" will be directly liable for the damage and harm caused to "THE BOARD" and/or third parties by virtue of the rendered Services described in this Contract, due to negligence, lack of expertise, fraud or bad faith, and will be bound to compensate "THE BOARD" for such damage, covering the amounts determined by "THE BOARD" in this respect.

TWENTY-TWO – SUPERVISION: "THE BOARD" will have constant free access to full documentation in "THE PROVIDER's" possession associated with the provision of the Services arising from this Contract. The foregoing is without prejudice to the right held by "THE BOARD" to undertake revisions at any time during the term of this Contract, by its General Management, by Quintana Roo's Office of the Comptroller, or by the persons appointed for such purpose, to confirm application of the resources, verification thereof and the benefits to be provided to "THE BOARD" by "THE PROVIDER."

TWENTY-THREE – OCCUPATIONAL LIABILITY: This Contract does not aim to create, and nothing established herein should be interpreted as creating a legal relationship of representation or association, employment relationship of employer and employee, or partner or associate, or a joint venture in any way that is different from the terms specifically established in this Contract entered into by and between "THE BOARD" and "THE PROVIDER."

"THE PROVIDER" will be exclusively accountable for any employment obligation in conformity with the provisions of the Mexican labor laws regarding any employee or worker it employs or hires to meet with the obligations under this Contract and assumes full responsibility for compliance with the obligations thereof.

In all aspects of the provision of the Services, "THE PROVIDER" will be considered an independent contractor and not employed by "THE BOARD," and no one belonging to "THE PROVIDER's" personnel will be entitled to receive any type of compensation, benefit, or whatever other earnings or benefit for employees provided by "THE BOARD." "THE PROVIDER" will be accountable for all types of taxes and other expenses arising from an independent contractor

relationship or of employment between "THE PROVIDER" and its personnel, and of the provision of the Services established in this Contract by said personnel, as well as all obligations and employer liability in matters of tax, employment, and social security (including, without limitations, memberships, withdrawals and contributions to the Mexican Social Security Institute ("IMSS" in Mexico), the National Housing Fund for Workers and those of the Retirement Savings System), manifesting it has appropriate and sufficient resources to meet with the obligations and liabilities, whereby "THE PROVIDER" commits to hold "THE BOARD" harmless in any independent employment conflict, which those persons might instigate against the latter regarding the work they perform for "THE PROVIDER," as well as any requirement and/or issuance of credit on behalf of the Mexican Social Security Institute against "THE BOARD". Likewise, "THE PROVIDER" commits to reimburse, within 24 hours subsequent to "THE BOARD's" request, any amount "THE BOARD" will pay regarding any conflict, including without limitations, reasonable lawyer's fees or whatever amount "THE BOARD" is obliged to pay by virtue of the enforceable award.

The Parties expressly acknowledge that by virtue of the fact that "THE PROVIDER's" resources will at no time be managed by "THE BOARD," "THE PROVIDER" will not be bound to present the information referred to in Article 15-A of the Social Security Law.

TWENTY-FOUR – SUBCONTRACTING: "THE PROVIDER" may not contract third parties for total or partial provision of the Services of this Contract, and therefore, will be solely liable to "THE BOARD" for provision of the Services under the terms established herein. Notwithstanding the foregoing, arising from the nature of the Services operated by "THE PROVIDER," "THE PROVIDER's" personnel outsourcing will not be defined as subcontracting, in terms of Articles 15-Q, 15-B, 15-C and other applicable related provisions pursuant to the Federal Labor Law, as well as any other contracting undertaken by "THE PROVIDER," given the nature of its standard operations.

Likewise, production, adaptation, adjustment, and content of necessary material for the provision of the Services of this Contract will not be defined as subcontracting, nor activities carried out in the name of "THE PROVIDER" that arise from provision of the Services, nor third parties assisting to achieve fulfillment of the object of this Contract, with the understanding that "THE PROVIDER" will continue to be solely liable to "THE BOARD" for providing the Services and committed to holding "THE BOARD" harmless from any claim that may arise for this reason.

"THE PROVIDER" or their third parties will not be entitled, under any circumstances, to charge "THE BOARD" or third parties, commissions, fees, or under any other additional description, for the Services to be provided.

TWENTY-FIVE – ASSIGNMENT: The rights and obligations arising from the Contract may not be assigned either partially or totally in favor of any other person, except for the rights to receivables in favor of a financial broker, by means of factoring operations.

TWENTY-SIX – PERMITS: "THE PROVIDER" will be responsible for obtaining, at its own expense, whatever licenses, authorizations or permits required for the provision of the Services established in this Contract. In this respect, "THE PROVIDER" accepts full liability for possible cases of infringements on patents, trademarks, and copyrights with respect to execution of the

Services, whereby "THE PROVIDER" agrees to hold "THE BOARD" harmless from and against said claims if such is filed against "THE BOARD" during the term of the Contract, or subsequent to the contractual term.

"THE BOARD" will be the owner of the intellectual property rights and of the databases and any type of material, whether printed, audiovisual or any other type, generated by provision of the Services of this Contract and which services have been paid for by "THE BOARD", except for the material regarding copyrights or property rights unlawfully held by third parties, in which case, "THE PROVIDER" will make this known to "THE BOARD.". In any event, "THE PROVIDER" will have the unavoidable commitment of investigating and informing "THE BOARD" about the conditions of use and restrictions of the intellectual rights applicable to the material generated during the term of this Contract, whereby "THE PROVIDER" will be solely liable for possibly committed infringements to intellectual rights originating from the provision of the Services, even after termination of this Contract.

TWENTY-SEVEN – CONFIDENTIALITY: The parties hereby agree to all information provided from one to the other, with respect to this Contract, being confidential ("Confidential Information"). This Confidential Information will remain as such for the entire term of this Contract and for a period of two (2) years from date of termination thereof.

"THE PROVIDER" will use the Confidential Information only for purposes established in this Contract, and therefore will not disclose it to third parties that are not part of this Contract, unless expressly authorized in writing by "THE BOARD."

Likewise, "THE PROVIDER" commits to keeping the Services of this Contract absolutely confidential, and therefore, will not disclose or make known to third parties other than "THE BOARD" documentation and/or information related to the Services as well as the final results generated as a result of said Services.

The commitment and confidentiality referred to in this Clause will not be applicable in the following situations:

1. If the information deemed confidential falls into the public domain before or subsequent to the signing of this instrument for reasons other than failure on behalf of "THE PROVIDER" to meet with the terms established in this Clause;
2. If the information is disclosed by a third party not bound to any confidentiality arising from this Contract;
3. If the information is requested in conformity with the provisions established in the Transparency and Access to Public Information General Law, the Protection of Personal Data in Possession of the Reporting Authorities General Law, the Transparency and Access to Public Information Law for the State of Quintana Roo, and the Protection of Personal Data in Possession of the Reporting Authorities Law for the State of Quintana Roo.

In the event of this Contract's termination, early or not, "THE PROVIDER" will return the instruments or objects containing said Confidential Information to "THE BOARD" 5 (five) business days after termination of the Contract, at the very latest.

TWENTY-EIGHT – COMMUNICATION AND LIAISON: The parties hereby agree that the people in charge of execution, supervision and follow-up of the Services, as well as the addresses and contacts for all communication regarding this Contract, are as follows:

1. On behalf of "THE BOARD", Ivónne Elizabeth Cole Guerrero, Promotion Management Acting Authority in charge of receipt of invoices and budget control, to be contacted by email at lizzie.cole@cptq.mx and Clara Nidia Garrido Mahlá, Administration and Finance Management Acting Authority, to be contacted by email at clara.garrido@cptq.mc or by post with acknowledgement of receipt at "THE BOARD's" address indicated in statement I.6 herein. All communication will be deemed completed on behalf of the recipient subsequent to verification or confirmation.
2. On behalf of "THE PROVIDER," the person in charge of execution, supervision, and follow-up of the Services of this Contract will be Josh Shapiro, contacted at the address indicated in statement II.10 herein, and by email at josh.shapiro@msslgroup.com. All communication will be deemed completed on behalf of the recipient subsequent to verification or confirmation.

Should any of the parties modify or incorporate telephone numbers or additional electronic mail addresses, corresponding notification in writing to the other party at least 5 (five) calendar days in advance will be sufficient to duly formalize the change. In the event of not reporting a change of address, all notifications and communication carried out in conformity with this Clause will be deemed completed.

TWENTY-NINE – ADMINISTRATIVE CLOSING: Within a term not exceeding thirty (3) business days subsequent to the date of compliance with all the obligations to be met by the parties, "THE BOARD's" Administration and Finance Management as well as Promotion Management will carry out a conciliation process with "THE PROVIDER" to reflect respective compliance.

In order to carry out the foregoing, the addressee[s] referred to in the previous paragraph, jointly with "THE PROVIDER," will draw up the respective minutes containing an overview of deliverables, issued invoices and payments made.

THIRTY – RECONCILIATION: The parties may submit to the State's Office of the Comptroller General, at any time, a reconciliation request by virtue of controversies arising from compliance with this Contract. On the assumption that the parties reach an agreement during the reconciliation process, the respective agreement will be binding on both parties and its compliance may be taken to court by the corresponding proceedings. Likewise, every time the State's Office of the Comptroller is the body following up the concurrence of wills, the parties will submit a report on the progress of the compliance thereof. In the event a concurrence of wills is lacking, the parties may choose any way to find a solution to their controversy.

THIRTY-ONE – FORUM SELECTION: For everything associated with the interpretation of and compliance with this Contract, the parties expressly submit to the provisions established in the Law of Acquisitions, Leasing and Service Provisions Associated with the State of Quintana Roo's Movable Property, and in the event of a controversy regarding interpretation and compliance,

the parties will submit to the jurisdiction and venue of the State Courts located in Quintana Roo, waiving any other venue to which they may be entitled by virtue of their present or future domiciles, nationalities, or otherwise.

THIRTY-TWO – ANNEXES: The parties hereby acknowledge that this Contract consists of 32 (thirty-two) Clauses and 3 (three) Annexes, all of which are duly signed by the parties and are described as follows:

| ANNEX | CONTENT |
|--------------|--|
| One | Technical Annex |
| Two | "THE PROVIDER'S" Technical Proposal |
| Three | "THE PROVIDER'S" Economic Proposal |

This instrument is read aloud to the intervening parties and, in agreement with the content and legal scope hereof, three copies are duly signed in Playa del Carmen, Municipality of Solidaridad, Quintana Roo, on the 25th (twenty-fifth) of July of 2018 (twenty eighteen).

By BOARD

[signature]

Darío de Jesús Flota Ocampo
General Manager and Legal Representative

By PROVIDER

[signature]

Nicole Yanling Kwan
Legal Representative

HEAD OF ADMINISTRATION AND
VERIFICATION

[signature]

Ivonne Elizabeth Cole Guerrero
Head of Promotion Management

THIS SIGNATURE SHEET BELONGS TO SERVICE PROVISION CONTRACT NO. CPTQ 54/2018, ENTERED INTO BY AND BETWEEN, ON ONE SIDE, "THE QUINTANA ROO TOURISM PROMOTION BOARD", HEREINAFTER REFERRED TO AS "THE BOARD," DULY REPRESENTED ON THIS OCCASION BY DARÍO DE JESÚS FLOTA OCAMPO, ENGINEER BY PROFESSION, IN HIS CAPACITY AS GENERAL MANAGER AND LEGAL REPRESENTATIVE, AND ON THE OTHER SIDE, MSL GROUP AMERICAS INC., HEREINAFTER REFERRED TO AS "THE PROVIDER," DULY REPRESENTED ON THIS OCCASION BY NICOLE YANLING KWAN, IN HER CAPACITY AS LEGAL REPRESENTATIVE.

QUINTANA ROO

TOURISM PROMOTION BOARD

TECHNICAL ANNEX

COMPREHENSIVE SERVICES FOR THE EMERGING COMMUNICATION AND IMAGE POSITIONING CAMPAIGN OF QUINTANA ROO – MEXICAN CARIBBEAN IN THE UNITED STATES OF AMERICA

1. BACKGROUND

On December 20, 2017, the Decree was published in the Official Journal creating the Quintana Roo Tourism Promotion Board as a decentralized public body with legal personality and equity capital, attached to the Ministry of Tourism, assisting the head of the State's Executive Branch in priority activities for the State with the object of promoting, supporting, and implementing the programs and strategic projects in matters of tourism, and marketing its brands that are necessary for economic growth, attracting capital investment and, overall, achieving progress in the State's tourism activity.

This objective is sustained by means of implementing plans, creating programs, strategies and priorities to promote tourism within the framework of the 2016-2022 State Development Plan.

As a result, and in the light of its objective, the Quintana Roo Tourism Promotion Board will carry out its programs based on activities and processes of continued planned and organized improvements, adhering to the principles of cooperation, promotion, efficacy, economy, transparency, honesty, legality, publicity, and fairness.

The important task of using the tourism sector as a driving force of benefit and social development gains even more importance when intended to generate a multiplying effect in the value of promoting tourism that can be given to tourist destinations that currently lack the possibility of promoting themselves using different means. Consequently, it is considered necessary and a priority to multiply promotional activities and circulate information that enables generating a positive impact from international media coverage and strengthening the image of the State of Quintana Roo's destinations, showing them as the best option for travelers during the 2018 summer and winter seasons.

Likewise, the effects generated by the travel advisories issued by the governments of the United States of America and Canada aimed at their fellow nationals to avoid traveling to Playa del Carmen, Quintana Roo, for safety reasons need countering. The safety and security issue arose after the explosion of a maritime vessel docked at this destination in March of 2018, a circumstance held to be a one-and-only and isolated incident that does not present risks for tourists and visitors.



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In view of these situations of crisis, it is appropriate and recommended to take initiatives to generate assurance for international travelers about the safety of their visits to any of these Quintana Roo destinations, and consequently, attempting not to reduce the number of visitors.

This Board has taken upon itself to implement activities that will help detect long and short term risks regarding the State's reputation as a tourist destination, as well as starting up specific activities to handle problems that could possibly have negative effects on the brand's image and reputation, by means of communication and/or promotion activities that will generate realistic expectations of the current situation in Quintana Roo.

In order to visualize and project an effective strategy for the planning and execution of an emerging campaign for Quintana Roo's destinations, the following information is important to know about the tourism sector's current situation:

- In 2017, arrivals of international tourists to Mexico grew by 6.7% compared with 2016.
- During the January–October 2017 period, total incoming tourists increased by 12.4% and foreign tourists by 9.1%.
- During the January–October 2017 period, total air travel tourists increased by 10.3%. Foreign currency revenue increased by 9.0% with respect to the same 2016 period.
- Cancun International Airport took first place with 8.0% growth compared to 2017 in arrivals of international visitors traveling by air.
- The origin of international air travel visitors arriving in Cancun by country of residence is as follows: United States of America, Canada, United Kingdom, Argentina, Colombia, etc.

Source: 2016-2017 Integrated System for Immigration Operations (SIOM in Mexico).

The foregoing data reveal good performance on behalf of the tourism market. However, activities need to be implemented that promote destinations supporting the image of a State that represents no risk whatsoever for its tourists and visitors, and represents the best travel option for North American tourists in the Mexican Caribbean during the summer and winter seasons.

With this in mind, the need is considered decisive to undertake communication and strategy planning, as well as communication and promotional activities, to position Quintana Roo's image with the purpose of continuing to show the advantages of Quintana Roo in the Mexican Caribbean for international visitors.

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2. OBJECT AND SCOPE OF THE SERVICES TO CONTRACT

The intention of contracting services is to generate a strategy that allows maintaining the vision of international tourists of the State's destinations as safe, and with the tools to provide clear, precise, and decisive answers in cases of crisis after analyzing each situation, to proposed courses of action to protect and defend the State's reputation, which would include implementation of communication campaigns to strengthen positive messages broadcast in diverse channels for consumers and the tourist industry.

The United States of America will be the targeted market and, preferably, the following commercial zones:

- Houston, TX
- Chicago, IL
- Los Angeles, CA
- New York, NY
- Atlanta, GA
- Dallas, TX
- Miami, FL
- Denver, CO
- Charlotte, NC
- Minneapolis, MN

3. SERVICE SPECIFICATIONS

1. DIAGNOSIS AND STRATEGIC PLANNING

This should include investigating the conditions affecting the image of the State of Quintana Roo and producing a report to address the risks entailed regarding its reputation as a safe tourism destination, continuous media monitoring, and analysis of its reputation, with recommendations.

2. CRISIS MANAGEMENT AND REPUTATION PROTECTION AS WELL AS DEFENSE OF QUINTANA ROO AND ITS DESTINATIONS.

An experienced and professional team should be set up that will issue fast responses to the problems identified; provide for training and activation of official spokespersons, as well as special activities to handle reputation in sensitive matters and areas.



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3. COMMUNICATION CAMPAIGN TO GENERATE RECOGNITION FOR THE STATE OF QUINTANA ROO

A communications campaign is to be undertaken that will enable consolidating and strengthening the image of the State and its destinations. This campaign will handle public relations activities with consumers and members of the industry.

4. PROMOTIONAL ACTIVITIES

Planning and implementing high impact promotional activities in tours, events, fairs, and other activities regarding image positioning, as well as those that are necessary for their execution, with prior approval from the Board.

5. BUDGET

The budget may be adjusted in conformity with the needs that arise for the State, or where applicable, for any of the destinations.

4. INFRASTRUCTURE AND REQUIRED PERSONNEL

The service provider will provide the human resources and sufficient material required to meet the object of the contract to be signed.

5. TERMS AND CONDITIONS FOR PROVISION OF THE SERVICES

The services will be provided from the day after the date of notification of the award to December 31, 2018, with the understanding that on considering the possible necessity of continuing with these services, the quality and satisfaction of the executed activities and the budget availability on behalf of the Board for the 2019 financial year will be taken into account.

On termination of the contract that is signed, the provider will be bound to deliver all and each of the corresponding execution reports within a period not exceeding 60 days from the start of provision of the services. This period may be modified, provided business practice does not authorize presenting the evidence that is requested, a circumstance to be reported by the provider.

The services will be charged as rendered services and will be payable on presentation of the invoice and the corresponding verification report in accordance with the specifications for such purpose contained in the signed contract.



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6. PAYMENT

Payments arising from the contracted services will be subject to budget availability when the payment request is made to cover each invoice and subject to a payment schedule.

All expenses will have prior authorization, in writing, on behalf of the Quintana Roo Tourism Promotion Board.

The originals of the rendered services invoices will be submitted electronically, observing the standards defined by the Tax Administration Service (SAT in Mexico).

The invoices will include a detailed description of the service that was awarded, the unit and total price of each item, the breakdown of taxes, when applicable, as well as the total amount in numbers and letters.

The invoices will be issued in name of the Quintana Roo Tourism Promotion Board, have the name of the civil servant responsible for receipt of the awarded service and the seal of the corresponding administrative unit. Upon compliance with the foregoing, respective payment will be made within the following 20 days.

7. DELIVERABLES

Within ten business days after the end of each month, the provider will submit an executive report (printed and electronic) describing the services provided during the reporting period.

Said report will contain, at the very least, the following information:

- Reporting period.
- Surveys, diagnosis and planning elements.
- Monitoring of reputation and recommendations.
- Crisis management report.
- Communications campaign report.
- Promotional activities report.

8. FINANCIAL PROPOSAL

| Services | Budget in USD |
|--|---------------|
| Comprehensive Services for Quintana Roo's Emerging Communications and Image Positioning Campaign | \$ |



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9. PERFORMANCE BOND

With the purpose of securing compliance of the obligations established in the Contract to be signed, a performance bond of 10% (ten percent) of the total amount to be disbursed will be paid within 60 (sixty) calendar days after signature thereof.

Playa del Carmen, Municipality of Solidaridad, Quintana Roo, June 25, 2018.

PREPARED BY:

[signature]

DARÍO DE JESÚS FLOTA OCAMPO
GENERAL MANAGER OF QUINTANA ROO'S
TOURISM PROMOTION BOARD

