

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 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 Univision Networks & Studios, Inc. ("UN&S")	2. Registration Number 7643
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3. Primary Address of Registrant
 500 Frank W. Burr Blvd, Teaneck, NJ 07666

4. Name of Foreign Principal Fondo de Promoción Turística de Panamá (PROMTUR)	5. Address of Foreign Principal XFGH+G2P, Calle Aquino de la Guardia Provincia de Panama, Panama PANAMA
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6. Country/Region Represented
 PANAMA

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

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) See Appendix for Response
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant

- b) Name and title of official(s) with whom registrant engages

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.

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

- a) Name and title of official(s) 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.

PROMTUR is a non-governmental destination marketing organization to support Panama's international tourism marketing efforts.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

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

See Appendix for Response

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.

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
09/12/2025	omar Fajer	<input data-bbox="886 401 954 443" type="text" value="Sign"/> /s/Omar Fajer
_____	_____	<input data-bbox="886 489 954 531" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 699" type="text" value="Sign"/> _____

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

09/11/2025

OMAR FAJER



Appendix Response to Item 7

Item 7: Indicate whether the foreign principal is one of the following: Other (specify).

Destination Marketing Organization created by legislative mandate to support Panama's international tourism marketing efforts.

Appendix Response to Item 11

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

Item 10(b) Supervised: PROMTUR Panamá was created by Law 9 of 2017 as Panama's official destination marketing organization to promote the country internationally. While it has administrative and financial autonomy, it operates under the oversight and strategic direction of the Panama Tourism Authority (ATP) and in alignment with national tourism policy. PROMTUR is financed and subsidized through public funds provided by the Government of Panama, which supports its international marketing campaigns and initiatives. In this way, the Government supervises, directs, and funds PROMTUR while retaining ultimate control over its mandate.

Item 10(b) Owned: PROMTUR Panamá was created by Law 9 of 2017 as Panama's official destination marketing organization to promote the country internationally. While it has administrative and financial autonomy, it operates under the oversight and strategic direction of the Panama Tourism Authority (ATP) and in alignment with national tourism policy. PROMTUR is financed and subsidized through public funds provided by the Government of Panama, which supports its international marketing campaigns and initiatives. In this way, the Government supervises, directs, and funds PROMTUR while retaining ultimate control over its mandate.

Item 10(b) Directed: PROMTUR Panamá was created by Law 9 of 2017 as Panama's official destination marketing organization to promote the country internationally. While it has administrative and financial autonomy, it operates under the oversight and strategic direction of the Panama Tourism Authority (ATP) and in alignment with national tourism policy. PROMTUR is financed and subsidized through public funds provided by the Government of Panama, which supports its international marketing campaigns and initiatives. In this way, the Government supervises, directs, and funds PROMTUR while retaining ultimate control over its mandate.

Item 10(b) Controlled: PROMTUR Panamá was created by Law 9 of 2017 as Panama's official destination marketing organization to promote the country internationally. While it has administrative and financial autonomy, it operates under the oversight and strategic direction of the Panama Tourism Authority (ATP) and in alignment with national tourism policy. PROMTUR is financed and subsidized through public funds provided by the Government of Panama, which supports its international marketing campaigns and initiatives. In this way, the Government supervises, directs, and funds PROMTUR while retaining ultimate control over its mandate.

Item 10(b) Financed: PROMTUR Panamá was created by Law 9 of 2017 as Panama's official destination marketing organization to promote the country internationally. While it has administrative and financial autonomy, it operates under the oversight and strategic direction of the Panama Tourism Authority (ATP) and in alignment with national tourism policy. PROMTUR is financed and subsidized through public funds provided by the Government of Panama, which supports its international marketing campaigns and initiatives. In this way, the Government supervises, directs, and funds PROMTUR while retaining ultimate control over its mandate.

Item 10(b) Subsidized: PROMTUR Panamá was created by Law 9 of 2017 as Panama's official destination marketing organization to promote the country internationally. While it has administrative and financial autonomy, it operates under the oversight and strategic direction of the Panama Tourism Authority (ATP) and in alignment with national tourism policy. PROMTUR is financed and subsidized through public funds provided by the Government of Panama, which supports its international marketing campaigns and initiatives. In this way, the Government supervises, directs, and funds PROMTUR while retaining ultimate control over its mandate.

U.S. Department of Justice
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**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 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 Univision Networks & Studios, Inc. ("UN&S")	2. Registration Number 7643
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3. Name of Foreign Principal
Fondo de Promoción Turística de Panamá (PROMTUR)

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, and the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal? 08/29/2025

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

Univision Network & Studios, Inc. ("UN&S") has agreed with Fondo de Promoción Turística de Panamá (PROMTUR), Panama's designated destination marketing organization, to conduct activities designed to promote Panama's culture and tourism. These activities will leverage UN&S's on-air programming, its digital platforms including the ViX streaming service, and the issuance of press releases in the United States. The purpose of this engagement is to increase awareness of Panama's travel offerings, cultural events, and historic sites among U.S. audiences. In consideration, PROMTUR will provide cash and in-kind contributions to help fund the production of the musical awards show Premios Juventud 2025, scheduled to take place in Panama City, Panama on September 25, 2025. The agreement is currently with the Republic of Panama's Comptroller for countersigning in compliance with protocols of the Panamanian government.

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

See Appendix for Response

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.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including 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
			No Political Activity Contacts to Report

12. During the period beginning 60 days prior to the obligation to register³ to the date of registration 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
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

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

Date	Recipient	Purpose	Amount/Thing of Value
------	-----------	---------	-----------------------

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.

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
09/12/2025	Omar Fajer	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Omar Fajer
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" value="Sign"/> _____

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

09/11/2025

OMAR FAJER



Appendix Response to Item 9

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

UN&S will undertake the following activities on behalf of the foreign principal:

1. Advertising and Marketing Campaigns

- Develop and distribute multimedia advertising campaigns across broadcast and digital platforms.
- Create promotional content showcasing Panama's beaches, ecotourism, gastronomy, cultural festivals, and cultural landmarks.

2. Public Relations and Media Outreach

- Coordinate press trips for U.S.-based on-air talent and influencers to Panama.
- Draft and disseminate press releases and media content highlighting Panama's cultural and tourism offerings.
- Facilitate interviews and media appearances of Panamanian celebrities.

3. Digital Engagement

- Publish curated content across UCI's social media channels targeting U.S. audiences with messaging about Panama.

Appendix Response to Item 11-Desc

Item 11-Desc: Prior to the date of registration for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal? If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials. Set forth below a general description of the registrant's activities, including political activities.

Although the Agreement is still pending formalization in accordance with the requirements governing Panamanian public contracts, the Company has necessarily begun implementing promotional activities in advance. This step was essential due to the fixed date of the Premios Juventud event and the long lead times required to plan, coordinate, and execute media and promotional initiatives of this scale.

Launching elements of the campaign early ensures that the partnership with PROMTUR achieves its intended international impact and that the "Country Brand Panama" benefits from maximum visibility across television, digital, social media, and live-event platforms. These advance efforts, some of which qualify as "informational materials," are consistent with the standard industry practice of operationalizing multimedia campaigns well ahead of a major global broadcast event.

To date, the promotional campaign has consisted of the following categories of initiatives committed to under the Agreement:

- Media coverage and content: interviews with Panamanian leaders, integration of the "Country Brand Panama" concept, TV/digital/press coverage, program segments, and key messaging in scripts/teleprompters.
- Social media and digital promotion: posts on Premios Juventud and the Company's official accounts, countdown campaigns, and ongoing online visibility.
- Event activations and visibility: spots on venue screens, LED signage, red-carpet branding, sponsor logo placement, distribution of tickets and press passes.
- Special programming and legacy content: segments on the Company's daily shows, live broadcasts from iconic Panamanian locations, stories in holiday specials, and ViX capsules.
- Press and public relations: press releases announcing the partnership, highlighting tourism and culture, and inclusion of Panama in event-related communications.

Most of these materials can be found on the dedicated "press hub" website, available at corporate.televisaunivision.com/premios-juventud. This site provided general background information about the Premios Juventud event, highlighted key program details, featured promotional images and media assets, and included information regarding nominees and event logistics.

Finally, the Company used its various U.S.-based platforms to announce the nominees and encourage audiences to participate by voting for their favorite artists.

TRANSLATOR'S CERTIFICATION AND NOTARIAL JURAT

I, Frank La Fontaine, hereby certify that I am fluent in the Spanish and English languages, and that I am competent to translate from Spanish into English.

I further certify that the attached English translation of the document entitled "Contrato de Promoción No. 034-2025" is a true, complete, and accurate translation of the original Spanish-language text, to the best of my knowledge and belief.

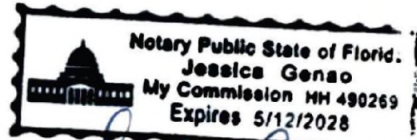
I make this certification pursuant to 28 C.F.R. § 5.206(a) and understand that it is a sworn statement made under penalty of perjury.

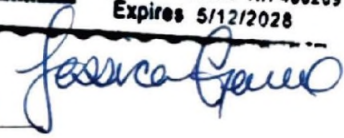
Signature of Translator: 
Printed Name: Frank La Fontaine
Date: Sep. 11, 2025

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of physical presence, this 11th day of September 2025 by Frank La Fontaine, who is personally known to me.

(Signature of Notary Public, State of Florida)



Printed Name of Notary: Jessica Genao 
Notary Public, State of Florida
My commission expires: 5/12/2028

TRANSLATED FROM SPANISH-LANGUAGE ORIGINAL

PROMOTION AGREEMENT No. 034-2025

Between the undersigned parties, namely, DEMETRIO MADURO, male, Panamanian, of legal age, bearer of personal identity card [REDACTED], resident of this city, acting in his capacity as President of the Board of Directors of the Tourism Promotion Fund, created by Law 9 of March 14, 2017, as amended by Law No. 58 of October 25, 2018, hereinafter referred to as THE FUND, on the one hand; and, on the other hand, IGNACIO MEYER, male, citizen of the United States of America, of legal age, holder of passport No. [REDACTED], acting in his capacity as President of UNIVISION NETWORKS & STUDIOS INC., with offices at 9405 Northwest 41st Street, Miami, Florida, 33178, duly incorporated under the laws of the United States, hereinafter referred to as THE COMPANY; both parties hereinafter jointly referred to as THE PARTIES; agree to enter into this Promotion Agreement, pursuant to Paragraph 1, Article 20 of Executive Decree No. 20 of February 5, 2019, which regulates Law 9 of March 14, 2017, as amended by Law 58 of October 25, 2018, and Resolution No. 101 of July 28, 2025, subject to the following clauses:

CLAUSES:

FIRST: PURPOSE

The purpose of this Agreement is to utilize the media platforms of THE COMPANY—including broadcast television, cable television, and digital platforms worldwide—for the launch and positioning of the “Country Brand of Panama,” highlighting its strengths in tourism, logistics, exports, production, commerce, and international relations. This Agreement also includes the production and execution of the event entitled “Premios Juventud 2025”, to be held in Panama City on September 25, 2025, at the Amador Convention Center, as part of the strategic actions for the international launch and positioning of the Country Brand.

SECOND: OBLIGATIONS OF THE COMPANY – “COUNTRY BRAND PANAMA” COMPONENT

To achieve the objective of this Agreement, THE COMPANY shall carry out the following international launch and positioning actions for the “Country Brand of Panama”:

A. Coverage and Content

1. Up to eight (8) interviews with key Panamanian leaders from strategic sectors (tourism, logistics, exports, commerce, and international relations), to be broadcast in THE COMPANY’s informational programming during the term of this Agreement.
2. Use of best efforts to secure coverage in written press and other relevant print media through press releases and announcements, with the understanding that the publication of articles remains at the sole discretion of each media outlet.
3. Integration of the concept “Panama, a multi-experience destination” into all content. THE FUND shall provide a detailed description of the concept “Panama, a multi-experience destination” no later than August 30.
4. Use of best efforts to execute a promotional campaign of anticipation and countdown leading up to “Premios Juventud 2025”, with presence across television, digital platforms, social media, and press.

B. Activations and Visibility

1. Four (4) posts on the official Premios Juventud social media accounts tagging the “Country Brand Panama.” THE FUND shall provide THE COMPANY with the account name and/or handle to be tagged, no later than August 30.
2. Six (6) thirty-second (30”) spots on venue screens during the gala. THE FUND shall provide the audiovisual material it wishes to display at the gala venue, in accordance with the specifications required by THE COMPANY, no later than September 15.
3. Participation of at least two (2) Panamanian musical artists actively engaged in the gala.
4. Panama-branded promotional products and items to be placed in artists’ dressing rooms. THE FUND shall provide such products and/or promotional items no later than September 15.
5. Display of the official “Country Brand” logo on LED screens and red-carpet signage. THE FUND shall provide the audiovisual material it wishes to display on the LED screens, in accordance with the specifications required by THE COMPANY, no later than August 30.

C. Access and Coordination

1. Eight (8) press passes for Panamanian media and six (6) backstage/media center passes.
2. One hundred (100) tickets to the event, distributed across different sections of the venue.

[Sub-section D is omitted in the original]

E. Original Content and Legacy

1. Incorporation of capsules produced by THE COMPANY's daily programs about Panama into ViX, with availability on-demand for a minimum of one (1) year.
2. Use of best efforts to integrate elements alluding to the "Country Brand Panama" within the sets of daily programs.
3. Inclusion of key messages in the scripts and teleprompters of hosts, no later than September 15.
4. Delivery to THE FUND of an image and video clip library developed by THE COMPANY during the term of the campaign, for THE FUND to use at its discretion for promotional purposes.
5. Delivery of an audience and reach metrics report covering Premios Juventud and the "Country Brand Panama" campaign.

F. Other Obligations to be Performed by THE COMPANY – "PREMIOS JUVENTUD" COMPONENT

In addition to the commitments set forth in this clause, THE COMPANY shall be responsible for the production, broadcast, and promotion of the event in Panama, which shall include the following:

1. Fifteen (15) packages created, produced, and broadcast within daily programs (Despierta América, El Gordo y la Flaca, Desiguales, and Primer Impacto) between September 8 and September 26, 2025.
2. Up to six (6) live broadcasts from iconic Panamanian locations, approved by THE FUND and suitable for production needs. THE FUND must define the locations no later than August 30. Should THE FUND fail to do so, THE COMPANY shall select the locations at its discretion.
3. One (1) story produced in Panama to be included in the holiday special "Navidad Por Nuestros Niños."
4. Inclusion of at least two (2) Premios Juventud performances in the New Year's Eve special "Bienvenido 2026."
5. Ten (10) posts on the official social media accounts of THE COMPANY and Premios Juventud.
6. One (1) press release announcing the partnership, approved by both parties.
7. Inclusion of Panama in all press releases related to the event.
8. One (1) press release during the week of the event highlighting Panama's tourism and cultural offerings. THE FUND shall provide the relevant information no later than August 30.
9. Up to three (3) sponsor logos displayed in loop on the red-carpet backdrop and step-and-repeat signage.
10. Participation of two (2) Panamanian talents (subject to the professional availability of such talents) in content and in the gala.
11. One (1) "Agent of Change" award recipient from Panama at the gala.
12. Organization, preproduction, and production of the event in Panama City, including:
 - a. Live broadcast of the red carpet, awards ceremony, and backstage.
 - b. Investment in local logistics, technical production, lodging, transportation, meals, and local talent.
 - c. Commitment to allocate at least fifty percent (50%) of the contract value to local production.

THE COMPANY shall be responsible for the negotiation, creation, and execution of all advertising media, as well as for managing and bearing the cost of the man-hours required in connection with the services to be provided under this Agreement, including the planning of the promotional strategy and the preparation of all related materials. Furthermore, THE COMPANY undertakes full responsibility for dealings with the media and for all matters necessary for the execution of the actions set forth in this Agreement.

THIRD: DUTIES OF THE COMPANY

It is hereby understood that THE COMPANY undertakes to perform the following duties:

1. Commence the provision of services once instructed by THE FUND.
2. Comply with the service standards offered, including the quality and number of personnel, as well as all other requirements established in the terms of reference and in any directives issued by THE FUND relating to the provision of the service.
3. Keep THE FUND informed of the names and contact information of the personnel directly responsible for the provision of the service, and of any changes affecting such personnel.
4. Inform THE FUND of any changes to the individuals authorized by the contractor to give instructions or communications under the Agreement.

5. Carry out the functions and responsibilities inherent to the subject matter of this Agreement, acting in accordance with the directives issued by THE FUND and accepted by THE COMPANY.

FOURTH: OBLIGATIONS OF THE FUND

In addition to the obligations enumerated throughout this Agreement, THE FUND undertakes to:

1. Participate jointly with THE COMPANY in the provision of the services, ensuring that such services comply with all requested specifications.
2. Provide THE COMPANY with graphic elements such as logos, labels, images, audio, music, and similar materials in Spanish, hereinafter referred to as "THE MATERIAL," which are authorized for use in the preparation of advertising artwork during the performance of this Agreement and for any other use required by THE COMPANY. THE FUND declares that all MATERIAL provided for the performance of this Agreement has the necessary licenses and/or authorizations for use by THE COMPANY in the countries targeted by this campaign, and that such use does not infringe any intellectual property rights and/or copyright or related rights. THE FUND further undertakes to indemnify and hold THE COMPANY harmless against any third-party claims relating to THE MATERIAL and the provisions of this subsection.
3. Issue in favor of THE COMPANY all permits and authorizations necessary for the performance of the services.
4. Provide all assistance, information, and documentation required by THE COMPANY for the proper fulfillment of the obligations set forth in the preceding clause.
5. Comply with payment obligations toward THE COMPANY and with the IN-KIND CONTRIBUTION (as that term is defined herein), upon prior submission of reports, in accordance with the provisions of this Agreement.
6. Supply support facilities for the performance of its responsibilities, particularly by assisting in interview processes and meetings.
7. Monitor the services performed by THE COMPANY.

FIFTH: REPORTS TO BE DELIVERED BY THE COMPANY

During the performance of this Agreement, THE COMPANY undertakes to carry out the commitments detailed in Clause Second and shall prepare and submit to THE FUND a total of three (3) deliverable reports, each of which shall be a condition precedent for the corresponding payments.

Each report shall describe the progress and results of the actions undertaken under this Agreement. The specific details and content to be included in each of these reports shall be set forth in Clause Eighth of this Agreement.

The third and final report shall constitute the final report, which must present a consolidated summary of the actions carried out and the results obtained upon completion of the execution of this Agreement.

THE PARTIES shall be obliged to inform the other party of any circumstance of which they become aware that could delay, hinder, or obstruct the performance of the obligations undertaken in this Agreement.

THE FUND shall have ten (10) business days to review and provide comments on each report and/or to approve them. If THE FUND has comments, it shall formally communicate them to THE COMPANY, which shall have a period of ten (10) days to resubmit the reports for approval by THE FUND.

All reports shall be submitted in digital format, one (1) copy (in PDF and/or Word format), and in printed format, one (1) copy.

SIXTH: TERM OF THE AGREEMENT

This Agreement shall have a duration of five (5) months, commencing on July 3, 2025, and ending on December 31, 2025, for the purpose of fulfilling all services described herein.

SEVENTH: CONTRACT VALUE

THE FUND undertakes to pay THE COMPANY for the services rendered under this Agreement, as described in Clause Second, the total amount of FIVE MILLION SEVEN HUNDRED FIFTHTEEN THOUSAND BALBOAS WITH 00/100 (B/.5,715,000.00), which is equivalent to United States Dollars, to be charged to the account of the Tourism Promotion Trust – Public Funds, Account No. 1 [REDACTED], at the National Bank of Panama.

In addition to the foregoing, THE FUND undertakes to provide THE COMPANY with an amount not less than FIVE HUNDRED THOUSAND UNITED STATES DOLLARS (US\$500,000) in in-kind contributions and/or services of equivalent value (the "IN-KIND CONTRIBUTION"). The IN-KIND CONTRIBUTION shall be negotiated in good faith between the parties and may include, among other items, the negotiation and absorption of the cost of the venue where Premios Juventud will take place (Figali Convention Center); all costs associated with the support of the National Security of Panama during the week preceding and the day of Premios Juventud, both for the participating artists and for the venue(s) used as the headquarters of Premios Juventud; support with production logistics; and other equivalent contributions.

EIGHT: FORM OF PAYMENT

Payments to THE COMPANY during the term of this Agreement shall be made in installments, divided as follows:

- a. A first payment in the total amount of TWO MILLION EIGHT HUNDRED FIFTY SEVEN THOUSAND BALBOAS WITH 00/100 (B./2,857,000.00), equivalent to United States Dollars, to be made after the countersignature of the Agreement and upon THE COMPANY's submission of the deliverables for this stage, together with the corresponding invoice and receipt of satisfactory acceptance by THE FUND for this stage.

Deliverables for this stage:

1. Up to four (4) interviews with key Panamanian leaders from strategic sectors (tourism, logistics, exports, commerce, and international relations), to be broadcast in THE COMPANY's informational programming during the term of this Agreement.
2. Two (2) posts on the official Premios Juventud social media accounts tagging the "Country Brand Panama." THE FUND shall provide THE COMPANY with the account name and/or handle to be tagged, no later than August 30.
3. Use of best efforts to integrate elements alluding to the "Country Brand Panama" into the sets of daily programs.
4. One (1) press release announcing the partnership, approved by both parties.
5. Five (5) posts on the official social media accounts of THE COMPANY and Premios Juventud.

- b. A second payment in the total amount of TWO MILLION FIVE HUNDRED SEVENTY TWO THOUSAND BALBOAS WITH 00/100 (B./2,572,000.00), equivalent to United States Dollars, to be made on the day following the event, and once THE COMPANY has submitted its report with supporting evidence, together with the corresponding invoice and receipt of satisfactory acceptance by THE FUND for this stage.

Deliverable for this stage:

1. Up to four (4) interviews with key Panamanian leaders from strategic sectors (tourism, logistics, exports, commerce, and international relations), to be broadcast in THE COMPANY's informational programming during the term of this Agreement.
2. Use of best efforts to secure coverage in written press and other relevant print media through press releases and announcements, with the understanding that publication of articles remains at the discretion of each media outlet.
3. Integration of the concept "Panama, a multi-experience destination" into all content. THE FUND shall provide THE COMPANY with a detailed description of this concept no later than August 30.
4. Use of best efforts to execute an anticipation and countdown campaign leading up to Premios Juventud 2025, with presence across television, digital platforms, social media, and press.
5. Two (2) posts on the official Premios Juventud social media accounts tagging the "Country Brand Panama." THE FUND shall provide THE COMPANY with the account name and/or handle to be tagged, no later than August 30.
6. Six (6) thirty-second (30") spots on venue screens during the gala. THE FUND shall provide the audiovisual material it wishes to display at the gala venue, in accordance with THE COMPANY's specifications, no later than September 15.
7. Participation of at least two (2) Panamanian musical artists actively engaged in the gala.
8. Panama-branded promotional products and items to be placed in artists' dressing rooms. THE FUND shall provide such products and/or promotional items no later than September 15.
9. Display of the official "Country Brand" logo on LED screens and red-carpet signage. THE FUND shall provide the audiovisual material it wishes to display on the LED screens, in accordance with THE COMPANY's specifications, no later than August 30.
10. Eight (8) press passes for Panamanian media and six (6) backstage/media center passes.
11. One hundred (100) tickets to the event, distributed across different sections of the venue.
12. Incorporation of capsules produced by THE COMPANY's daily programs about Panama into ViX, with availability on-demand for a minimum of one (1) year.

13. Inclusion of key messages in the scripts and teleprompters of hosts, no later than September 15.
 14. Up to six (6) live broadcasts from iconic Panamanian locations, approved by THE FUND and suitable for production needs. THE FUND must define the locations no later than August 30. Should THE FUND fail to do so, THE COMPANY shall select the locations at its discretion.
 15. Five (5) posts on the official social media accounts of THE COMPANY and Premios Juventud.
 16. Inclusion of Panama in all press releases related to the event.
 17. One (1) press release during the week of the event highlighting Panama's tourism and cultural offerings. THE FUND shall provide the relevant information no later than August 30.
 18. Up to three (3) sponsor logos displayed in loop on the red-carpet backdrop and step-and-repeat signage.
 19. Participation of two (2) Panamanian talents (subject to professional availability) in content and in the gala.
 20. One (1) "Agent of Change" award recipient from Panama at the gala.
 21. Organization, preproduction, and production of the event in Panama City, including:
 - a. Live broadcast of the red carpet, awards ceremony, and backstage.
 - b. Investment in local logistics, technical production, lodging, transportation, meals, and local talent.
- c. A third and final payment in the total amount of TWO HUNDRED EIGHTY SIX THOUSAND BALBOAS WITH 00/100 (B/.286,000.00), equivalent to United States Dollars, to be made no later than December 15, 2025, upon THE COMPANY's submission of the Final Report with supporting evidence of the actions carried out, together with the corresponding invoice and receipt of satisfactory acceptance by THE FUND.

Deliverables for this stage:

1. Delivery of an image and video clip library developed by THE COMPANY during the term of the campaign, for THE FUND to use at its discretion for promotional purposes.
2. Delivery of an audience and reach metrics report covering Premios Juventud and the "Country Brand Panama" campaign.
3. Fifteen (15) packages created, produced, and broadcast within daily programs (Despierta América, El Gordo y la Flaca, Desiguales, and Primer Impacto) between September 8 and September 26, 2025.
4. One (1) story produced in Panama to be included in the holiday special "Navidad Por Nuestros Niños."
5. Inclusion of at least two (2) Premios Juventud performances in the New Year's Eve special "Bienvenido 2026."
6. Commitment to allocate at least fifty percent (50%) of the contract value to local production.

To justify the payments, each account report submitted by THE COMPANY shall include an index and provide a detailed description of each action carried out by THE COMPANY, in accordance with the provisions of Clause Second of this Agreement.

THE FUND shall issue a certificate of receipt acknowledging the performance of the services and the delivery of the reports referred to in the preceding paragraphs, prior to the execution of any payments under this Agreement. The certificate of receipt shall be issued with respect to the fulfillment of contractual obligations and not based on the opinion of THE COMPANY.

Since the contracted services are rendered outside the national territory, they are exempt from the Tax on the Transfer of Tangible Movable Goods and the Rendering of Services (I.T.B.M.S.), pursuant to Paragraph 3 of Article 1057-V of the Fiscal Code. However, the WITHHOLDING TAX ON FOREIGN REMITTANCES applies to THE FUND, currently amounting to 12.5% of each transfer sent to its international providers, pursuant to Law No. 27 of May 4, 2015, and Executive Decree No. 263 of June 17, 2015.

El importe correspondiente será pagado a través de transferencias bancaria a beneficio de LA EMPRESA, como sigue:

BANKING INFORMATION



NINTH: PERFORMANCE BOND

By Resolution No. 1502-2025-LEG/FySE dated April 21, 2025, the Office of the Comptroller General of the Republic exempts from the requirement to submit a performance bond all consultancy or specialized services contracts entered into with foreign contractors not registered or domiciled in the Republic of Panama, as well as all promotion and advertising service contracts for advertising placements and public relations abroad, executed by the Tourism Promotion Fund of Panama (PROMTUR).

It is noted, however, that THE COMPANY undertakes to be liable for hidden defects or any other flaw or defect in the subject matter of this Agreement, for a period of one (1) year after the contractual term has ended.

TENTH: LEGAL ASPECTS

1. THE FUND shall not be responsible for the payment or withholding of any premium, insurance, or any other additional remuneration that may in any way affect the income received by THE COMPANY, its representatives, agents, or professionals for the provision of the services agreed under this Agreement. It shall be the sole responsibility of THE COMPANY to obtain and maintain for its representatives, agents, or professionals any medical, life, social security, or other insurance coverage required under national legislation.
2. THE PARTIES agree and accept that they shall be responsible for any damages that may be caused to the other PARTY due to breach of this Agreement or as a result of fault or proven negligent administration in relation to the work to be performed hereunder.
3. THE COMPANY expressly and fully releases and discharges THE FUND from any liability toward third parties (including artists, workers, contractors, suppliers, state entities, or others) for any civil, labor, tax, criminal, proprietary, or other claims that may arise in connection with the performance of this Agreement and that are attributable to THE COMPANY.
4. Any clause contained in this Agreement that is deemed wholly or partially null or unenforceable shall not affect the validity of the remaining clauses.

ELEVENTH: AMENDMENTS TO THE AGREEMENT

Any proposed modification or amendment to this Agreement shall, in all cases, require the express, prior, and written approval of both THE FUND and THE COMPANY, and shall be made by means of Addenda or amendments to the Agreement, which shall require the countersignature of the Office of the Comptroller General of the Republic.

TWELTH: TERMINATION OF THE AGREEMENT

The following shall constitute grounds for termination of the Agreement:

1. Material breach of the agreed clauses.
2. Failure by THE FUND to make payment, which constitutes an essential term of this Agreement, and therefore, in the event of such noncompliance, THE COMPANY shall not be obligated to carry out the Promotional Campaign, the Premios Juventud event, or any other activity contemplated in this Agreement, at its sole discretion.
3. Judicial declaration of liquidation of THE COMPANY.
4. Dissolution of either of the PARTIES, in the case of a legal entity, or of one of the companies forming a consortium or joint venture, unless the remaining members of such consortium or joint venture are able to fulfill the Agreement.

In addition, the following shall also be considered valid grounds for termination of the Agreement:

1. Expiration of the contractual term.
2. Mutual agreement between THE PARTIES.
3. Negligence or lack of skill of either PARTY in fulfilling its obligations.
4. Failure by either PARTY to cure its breach of obligations under this Agreement within fifteen (15) calendar days following receipt of notice thereof.
5. Inability of THE COMPANY, due to force majeure, to provide a substantial portion of the services for a period exceeding thirty (30) calendar days.
6. Determination by THE FUND that THE COMPANY has engaged in corrupt or fraudulent practices during the performance of this Agreement.
7. Immoral or criminal conduct by THE COMPANY during the provision of the services.

Notwithstanding the foregoing, THE FUND may terminate this Agreement at any time by giving thirty (30) calendar days' prior written notice to the other Party.

PARAGRAPH I. NONPERFORMANCE DUE TO FORTUITOUS EVENT OR FORCE MAJEURE

THE COMPANY shall not be held liable for nonperformance due to force majeure, provided there is no negligence on its part and it notifies THE FUND in writing within ten (10) calendar days following the occurrence of the events. Once such events have been reviewed, THE FUND may grant an extension for the completion of the Agreement, without this entitling THE COMPANY to request price modifications, indemnities, or compensation.

In the event that THE FUND terminates the Agreement at its own convenience, that is, without THE COMPANY having breached its contractual obligations, THE COMPANY shall be entitled to receive an equitable payment for the actions already carried out in fulfillment of the object of this Agreement up to the moment of termination.

THIRTEENTH: JURISDICTION

For all purposes of this Agreement, THE PARTIES designate Panama City as their special domicile and submit to Panamanian law. The validity, performance, interpretation, and enforcement of this Agreement shall be governed by the laws of the Republic of Panama. Any dispute or controversy related to this Agreement, including its interpretation, performance, and termination, that cannot be amicably resolved between THE PARTIES within no more than fifteen (15) calendar days from notification by one Party to the other of such situation, shall be resolved through arbitration by the Center for Conciliation and Arbitration of Panama, in accordance with its procedural rules.

FOURTEENTH: WAIVER OF DIPLOMATIC CLAIMS

THE COMPANY shall release THE FUND and its representatives from any action arising from the performance of this Agreement and expressly waives the right to invoke the protection of any foreign government or to pursue diplomatic claims in relation to the rights and obligations arising from this Agreement, except in the case of denial of justice.

FIFTHTEENTH: CONFIDENTIALITY

THE PARTIES undertake to maintain strict confidentiality during the term of this Agreement and indefinitely thereafter. Accordingly, they shall not disclose to third parties, nor use for their own benefit or for any purpose other than the performance of this Agreement, any information received, directly or indirectly, as a consequence of their relationship with the other PARTY. THE PARTIES may only disclose confidential information with the prior and express approval of the other PARTY. Without prejudice to the foregoing, THE FUND acknowledges and agrees that THE COMPANY may disclose information related to this Agreement to agencies of the Government of the United States of America for the purpose of compliance with regulatory requirements.

SIXTEENTH: STAMP DUTIES

Pursuant to this Agreement, THE COMPANY shall bear the sum of FIVE THOUSAND SEVEN HUNDRED FIFTEEN BALBOAS WITH 00/100 (B/.5,715.00) as payment of fiscal stamp duties.

SEVENTEENTH: COMPANY PERSONNEL

THE COMPANY shall assign personnel with the required competence and experience to provide the services, in accordance with the personnel presented by the contractor in its proposal. The personnel shall be composed of the number and specialization determined by THE COMPANY. THE FUND may, if it deems necessary, refuse to admit one or more of the key experts assigned to the performance of this Agreement. In such case, THE FUND shall communicate its position in writing with proper justification, so that THE COMPANY may proceed with replacement.

Unless otherwise agreed by THE FUND, no changes shall be made in the composition of the key personnel. If, for any reason beyond THE COMPANY's control—such as retirement, death, or medical incapacity—it becomes necessary to replace any member of the personnel, THE COMPANY shall provide a substitute with qualifications equal to or greater than those of the person being replaced.

EIGHTEENTH: INTEGRATION PRINCIPLE OF THE AGREEMENT

THE PARTIES agree that the proposal and the terms of reference of this Agreement form an integral part hereof, binding both THE COMPANY and THE FUND to observe them faithfully.

For purposes of interpretation and validity, the order of precedence of the documents shall be as follows:

1. Terms of Reference of THE FUND.
2. This Agreement.
3. Proposal of THE COMPANY.

NINETEENTH: DOMICILE AND NOTIFICATION OF THE PARTIES

Any request or notice required between the Parties shall be made in writing, in Spanish, and shall be deemed duly given when sent by memorandum, note, email, or other reliable electronic means that provides proof of receipt and its content.

For these purposes, the Parties designate the following addresses:

a) To THE FUND: SALOMÓN SHAMAH
Director General, domiciled at PH Bicsa Financial Center,
Piso 30, Oficina 3009, email: sshamah@visitpanama.com.

b) To THE COMPANY IGNACIO MEYER
Univisión Networks & Studios, Inc.
9405 NW 41st Street, Miami, FL 33178, email:
imeyer@televisaunivision.com

RITA CHERTORIVSKI
Senior Vice President & Deputy General Counsel, email:
rchertorivski@televisaunivision.com

Any notice made to the address designated in this Agreement shall be deemed valid unless and until such address is changed. Any change of address by either Party must be immediately communicated to the other Party by reliable written notice.

TWENTIETH: COUNTERSIGNATURE

For its validity and perfection, this Agreement requires the countersignature of the Office of the Comptroller General of the Republic.

In witness whereof, the Parties have executed this Agreement in Panama City, on the ____ () day of _____, two thousand twenty-five (2025).

FOR THE FUND

FOR THE COMPANY

[signed]

[signed]

DEMETRIO MADURO
President

IGNACIO MEYER
President

COUNTERSIGNED:

Office of the Comptroller General of the Republic
Countersigned this ____ day of _____, _____.

Spanish-language Original

(next page)

CONTRATO DE PROMOCIÓN No. 034-2025

Entre los suscritos, a saber, **DEMETRIO MADURO**, varón, panameño, mayor de edad, portador de la cédula de identidad personal No. [REDACTED], vecino de esta ciudad, **Presidente de la Junta Directiva del Fondo de Promoción Turística**, creado mediante Ley 9 de 14 de marzo de 2017 y modificada por la Ley No. 58 de 25 de octubre de 2018, quien en lo sucesivo se llamará **EL FONDO**, por una parte, y por la otra **IGNACIO MEYER**, varón, ciudadano de Estados Unidos, mayor de edad, con número de pasaporte No. [REDACTED] actuando en su calidad de Presidente de **UNIVISION NETWORKS & STUDIOS INC.**, con oficinas en 9405 Noroeste, Calle 41, Miami, Florida, 33178, debidamente constituida bajo las Leyes de Estados Unidos, quien en lo sucesivo se denominará **LA EMPRESA**, en conjunto **LAS PARTES**, convienen en suscribir el presente Contrato de Promoción, con fundamento en el Numeral 1, Artículo 20 del Decreto Ejecutivo No. 20 de 5 de febrero de 2019, que reglamenta la Ley 9 de 14 de marzo de 2017, modificada por la Ley 58 de 25 de octubre de 2018 y Resolución No. 101 del 28 de julio de 2025, sujeto a las siguientes cláusulas:

CLÁUSULAS:PRIMERA: OBJETO

El objeto del presente contrato es utilizar los medios de **LA EMPRESA** incluyendo televisión abierta, televisión por cable y plataformas digitales a nivel mundial— para lanzar y posicionar la “Marca País de Panamá”, destacando sus fortalezas en turismo, logística, exportaciones, producción, comercio y relaciones internacionales. El convenio incluye la producción y realización del evento denominado “Premios Juventud 2025” en la ciudad de Panamá el 25 de septiembre de 2025 en el Centro de Convenciones de Amador, como parte de las acciones estratégicas del lanzamiento y posicionamiento internacional.

SEGUNDA: OBLIGACIONES DE LA EMPRESA COMPONENTE “MARCA PAÍS PANAMÁ”

Para alcanzar el objetivo del presente contrato, **LA EMPRESA** llevará a cabo las siguientes acciones de lanzamiento y posicionamiento internacional de la “Marca País de Panamá” que se detallan a continuación:

A. Cobertura y contenidos

1. Hasta ocho (8) entrevistas con líderes panameños claves de sectores estratégicos (turismo, logística, exportaciones, comercio, relaciones internacionales), emitidas en programas informativos de **LA EMPRESA** durante la vigencia del presente contrato.
2. Mejores esfuerzos en cobertura en prensa escrita y medios impresos relevantes a través de boletines de prensa y anuncios, entendiendo que la publicación de artículos es a discreción de cada medio de comunicación.
3. Integración del concepto “Panamá, destino multi-experiencia” en todos los contenidos. **EL FONDO** deberá de proporcionar una descripción detallada del concepto “Panamá, destino multi-experiencia” a más tardar el 30 de agosto.
4. Mejores esfuerzos de campaña de expectativa y cuenta regresiva hacia “Premios Juventud 2025” con presencia en TV, digital, redes y prensa.

B. Activaciones y visibilidad

1. Cuatro (4) publicaciones en redes oficiales de Premios Juventud etiquetando “Marca País Panamá”. **EL FONDO** deberá de proporcionar la cuenta y/o handle que deberá etiquetar **LA EMPRESA**, a más tardar el 30 de agosto.
2. Seis (6) spots de treinta (30) segundos en pantallas del recinto durante la gala. **EL FONDO** deberá proporcionar el material audiovisual que desea proyectar en el recinto de la gala con las especificaciones que **LA EMPRESA** necesite, no más tardar del 15 de septiembre.
3. Al menos dos (2) artistas panameños musicales con participación activa en la gala.
4. Productos y artículos promocionales de Panamá en los camerinos de los artistas. **EL FONDO** deberá proporcionar los productos y/o artículos promocionales no más tardar del 15 de septiembre.
5. Logotipo oficial de la “Marca País” en pantallas LED y señalización de alfombra roja. **EL FONDO** deberá proporcionar el material audiovisual que desea proyectar en las pantallas LED con las especificaciones que **LA EMPRESA** necesite, no más tardar del 30 de agosto.

C. Accesos y coordinación

1. Ocho (8) pases de prensa para medios panameños y seis (6) pases backstage/media center.
2. Cien (100) boletos para el evento en distintas secciones del recinto.

CONTRATO DE PROMOCIÓN No. 034-2025

E. Contenido original y legado

1. Incorporación de capsulas desarrollados por los programas diarios de **LA EMPRESA** sobre Panamá en ViX, con permanencia on-demand por mínimo un (1) año.
2. Mejores esfuerzos para la utilización de elementos alusivos a la “Marca País Panamá” en sets de programas diarios.
3. Mensajes clave en guiones y teleprompter de conductores a más tardar del 15 de septiembre.
4. Entrega de banco de imágenes y clips desarrollado por **LA EMPRESA** durante el término de la campana para que **EL FONDO** lo utilice a discreción para efectos promocionales.
5. Reporte de métricas de audiencia y alcance Premios Juventud y de la campaña “Marca País Panamá”.

F. Otras obligaciones a desarrollar por LA EMPRESA COMPONENTE “PREMIOS JUVENTUD”.

Además de lo establecido en esta cláusula, **LA EMPRESA** se encargará de la Producción, transmisión y promoción del evento en Panamá, lo cual debe abarcar lo siguiente:

1. Quince (15) paquetes creados, producidos y exhibidos en programas diarios (Despierta América, El Gordo y la Flaca, Desiguales y, Primer Impacto) entre el 8 y el 26 de septiembre de 2025.
2. Hasta (6) transmisiones en vivo desde locaciones icónicas de Panamá, aprobadas por **EL FONDO** y que sean apropiadas para llevar a cabo de acuerdo a necesidades de producción. **EL FONDO** deberá definir las locaciones a más tardar el 30 de agosto. Si no se logra lo anterior, **LA EMPRESA** seleccionará las locaciones a discreción.
3. Una (1) historia producida en Panamá incluida en el especial “Navidad Por Nuestros Niños”.
4. Incorporar al menos dos (2) actuaciones de Premios Juventud en el especial de Nochevieja “Bienvenido 2026”.
5. Diez (10) publicaciones en redes sociales oficiales de **LA EMPRESA** y Premios Juventud.
6. Un (1) comunicado de prensa anunciando la asociación, aprobado por ambas partes.
7. Inclusión de Panamá en todos los comunicados de prensa relacionados con el evento.
8. Un (1) comunicado de prensa la semana del evento destacando oferta turística y cultural. **EL FONDO** deberá proporcionar la información correspondiente a destacar de Panamá a más tardar el 30 de agosto.
9. Hasta tres (3) logotipos en bucle de patrocinadores de alfombra roja y repetición paso a paso.
10. Participación de dos (2) talentos panameños (sujeto a la disponibilidad profesional de los talentos) en contenidos y gala.
11. Un (1) “Agente de Cambio” de Panamá premiado en la gala.
12. Organización, reproducción y producción del evento en Ciudad de Panamá, incluyendo:
 - a. Transmisión de alfombra roja, premiación y backstage en directo.
 - b. Inversión en logística local, producción técnica, alojamiento, transporte, alimentación y talento local.
 - c. Compromiso de producción local de al menos 50% del valor del contrato.

LA EMPRESA será el responsable de la negociación, creación y ejecución de todos los medios de publicidad, así como la de gestionar y asumir el coste de las horas hombre en relación a los servicios que ofrecerá en el presente contrato, así como la planeación de la estrategia de promoción y confección de todos los insumos. Además, asume el compromiso con los medios y todo lo que conlleve la ejecución de las acciones detalladas en el presente contrato.

TERCERA: DEBERES DE LA EMPRESA

Queda entendido que **LA EMPRESA** se compromete a ejecutar los siguientes **DEBERES**:

1. Iniciar la prestación de los servicios una vez haya sido instruido por **EL FONDO**.
2. Cumplir con el estándar del servicio ofrecido, calidad y cantidad del personal, y todos los demás requerimientos establecidos en los términos de referencia y con las disposiciones que **EL FONDO** dicte relacionadas con la prestación del servicio.
3. Mantener informado a **EL FONDO** de los nombres e información de contacto del personal directamente responsable de la prestación del servicio y de los cambios que se den en dicho personal.
4. Informar a **EL FONDO** los cambios de las personas autorizadas por el contratista para dar instrucciones o comunicaciones conforme al contrato.
5. Ejecutar las funciones y responsabilidades inherentes a la materia del contrato, actuando conforme a las disposiciones emanadas por **EL FONDO** y aceptadas por **LA EMPRESA**.

CUARTA: OBLIGACIONES DE EL FONDO

CONTRATO DE PROMOCIÓN No. 034-2025

Además de las obligaciones enumeradas a lo largo del texto del presente Contrato, **EL FONDO** se compromete a:

1. Participar junto con **LA EMPRESA** del servicio a prestar y que el mismo cumpla con todas las especificaciones solicitadas.
2. **EL FONDO** suministrará a **LA EMPRESA** elementos gráficos, tales como: logos, etiquetas, imágenes, audios, música, y similares en Español, en lo sucesivo denominados **EL MATERIAL**, que autoriza a ser utilizados para la confección del arte publicitario durante la ejecución del presente contrato y uso en lo que requiera **LA EMPRESA**. **EL FONDO** declara que todo **EL MATERIAL** suministrado para la ejecución del objeto de este Contrato, cuenta con los permisos y/o autorizaciones correspondientes para ser utilizados por **LA EMPRESA** en los países objeto de esta campaña y no infringen ningún Derecho de propiedad intelectual y/o Autor o Derechos Conexos, por el uso de **EL MATERIAL** suministrado por **EL FONDO**, y se obliga a sacar en paz y a salvo a **LA EMPRESA** de cualquier reclamo por un tercero en relación con **EL MATERIAL** y lo establecido en el presente inciso.
3. Emitir a favor de **LA EMPRESA** los permisos y autorizaciones, necesarias para la realización de los servicios.
4. **EL FONDO** brindará toda la asistencia, información y documentación que **LA EMPRESA** requiera para el mejor cumplimiento de las obligaciones contenidas en la cláusula anterior.
5. Cumplir con el pago de **LA EMPRESA** y con la **CONTRIBUCION EN ESPECIE** (como dicho termino se define mas adelante), previa presentación de informes, de acuerdo con lo establecido en el presente contrato.
6. Suplir las facilidades de apoyo para la ejecución de sus responsabilidades, particularmente en asistirlo en los procesos de entrevista y reuniones.
7. Dar seguimiento de los servicios por parte de **LA EMPRESA**.

QUINTA: INFORMES ENTREGABLES POR PARTE DE LA EMPRESA

Durante la ejecución del presente contrato, **LA EMPRESA** se compromete a ejecutar los compromisos detallados en la cláusula Segunda y deberá preparar y presentar a **EL FONDO** un total de tres (3) informes entregables, siendo cada uno de ellos requisito para la realización de los pagos correspondientes.

Cada informe deberá describir el avance y resultados de las acciones desarrolladas en el marco del presente contrato. Los detalles y contenidos específicos que deberán incluirse en cada uno de estos informes estarán establecidos en la Cláusula Octava del contrato.

El tercer y último informe corresponderá al informe final, el cual deberá presentar un resumen consolidado de las acciones ejecutadas y los resultados obtenidos al término de la ejecución del contrato.

LAS PARTES, están obligadas a informar a **LA OTRA PARTE** de cualquier hecho que conozcan y que pueda demorar, entorpecer u obstaculizar la ejecución de las obligaciones suscritas en este Contrato.

EL FONDO contará con diez (10) días hábiles para realizar observaciones al Informe y/o aprobar los informes, de tener observaciones **EL FONDO** remitirá a **LA EMPRESA** formalmente sus observaciones y éste contará con un término de diez (10) días para remitir nuevamente los informes para aprobación de **EL FONDO**.

Todos los informes serán presentados en formato digital en un (1) ejemplar (formato pdf y/o Word) y en copia impresa un (1) ejemplar.

SEXTA: PERÍODO DE VIGENCIA DEL CONTRATO

El presente Contrato tendrá una vigencia de cinco (05) meses, contados a partir del 3 de julio del año 2025 o hasta el 31 de diciembre de 2025, para cumplir con todos los servicios descritos en el presente contrato.

SÉPTIMA: VALOR DEL CONTRATO

EL FONDO se compromete a pagarle a **LA EMPRESA** por los servicios prestados en el presente contrato en la cláusula segunda la suma de un monto total de **CINCO MILLONES SETECIENTOS QUINCE MIL BALBOAS CON 00/100 (B/.5,715,000.00)**, lo que es equivalente a Dólares Americanos, monto que será cargado a la cuenta **FIDEICOMISO DE PROMOCIÓN TURÍSTICA – FONDOS PÚBLICOS** Número: [REDACTED] del Banco Nacional de Panamá.

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En adición a lo anterior, **EL FONDO** se compromete a pagar a **LA EMPRESA** no menos de **QUINIENTOS MIL DÓLARES ESTADOUNIDENSES (US\$500,000)** en contribuciones en especie y/o servicios de valor equivalente (la **CONTRIBUCIÓN EN ESPECIE**). La **CONTRIBUCIÓN EN ESPECIE** se negociará de buena fe entre las partes, y podrá incluir, entre otros, la negociación y absorción del costo del recinto en el que se llevará a cabo Premios Juventud (Centro de Convenciones Figali), costos totales relacionados con el apoyo de Seguridad Nacional de Panamá durante la semana previa y día de realización de **Premios Juventud**, tanto para los artistas participantes como para el (los) recintos que se utilicen como sede de **Premios Juventud**, apoyo con la logística de producción, etc.

OCTAVA: FORMA DE PAGO

Los pagos realizados a **LA EMPRESA** durante la vigencia del contrato se realizarán mediante pagos divididos de la siguiente manera:

- a. Un primer pago, por la suma total de **DOS MILLONES OCHOCIENTOS CINCUENTA Y SIETE MIL BALBOAS CON 00/100 (B/.2,857,000.00)**, equivalente a dólares norteamericanos, *luego del refrendo* del contrato y cuando **LA EMPRESA** presente las evidencias del entregable de esta etapa, la factura y el respectivo recibido a satisfacción por parte de **EL FONDO** correspondiente a esta etapa.

Entregable de esta etapa:

1. Hasta cuatro (4) entrevistas con líderes panameños claves de sectores estratégicos (turismo, logística, exportaciones, comercio, relaciones internacionales), emitidas en programas informativos de **LA EMPRESA** durante la vigencia del presente contrato.
 2. Dos (2) publicaciones en redes oficiales de Premios Juventud etiquetando “Marca País Panamá”. **EL FONDO** deberá de proporcionar la cuenta y/o handle que deberá etiquetar **LA EMPRESA**, a más tardar el 30 de agosto.
 3. Mejores esfuerzos para la utilización de elementos alusivos a la “Marca País Panamá” en sets de programas diarios.
 4. Un (1) comunicado de prensa anunciando la asociación, aprobado por ambas partes.
 5. Cinco (5) publicaciones en redes sociales oficiales de **LA EMPRESA** y Premios Juventud.
- b. Un segundo pago, por el monto total de **DOS MILLONES QUINIENTOS SETENTA Y DOS MIL BALBOAS CON 00/100 (B/.2,572,000.00)**, equivalente a dólares norteamericanos, el día después del evento y una vez **LA EMPRESA** presente su informe con las evidencias, la factura y el respectivo recibido a satisfacción por parte de **EL FONDO** correspondiente a esta etapa.

Entregable de esta etapa:

1. Hasta cuatro (4) entrevistas con líderes panameños claves de sectores estratégicos (turismo, logística, exportaciones, comercio, relaciones internacionales), emitidas en programas informativos de **LA EMPRESA** durante la vigencia del presente contrato.
2. Mejores esfuerzos en cobertura en prensa escrita y medios impresos relevantes a través de boletines de prensa y anuncios, entendiéndose que la publicación de artículos es a discreción de cada medio de comunicación.
3. Integración del concepto “Panamá, destino multi-experiencia” en todos los contenidos. **EL FONDO** deberá de proporcionar una descripción detallada del concepto “Panamá, destino multi-experiencia” a más tardar el 30 de agosto.
4. Mejores esfuerzos de campaña de expectativa y cuenta regresiva hacia “Premios Juventud 2025” con presencia en TV, digital, redes y prensa.
5. Dos (2) publicaciones en redes oficiales de Premios Juventud etiquetando “Marca País Panamá”. **EL FONDO** deberá de proporcionar la cuenta y/o handle que deberá etiquetar **LA EMPRESA**, a más tardar el 30 de agosto.
6. Seis (6) spots de treinta (30) segundos en pantallas del recinto durante la gala. **EL FONDO** deberá proporcionar el material audiovisual que desea proyectar en el recinto de la gala con las especificaciones que **LA EMPRESA** necesite, no más tardar del 15 de septiembre.
7. Al menos dos (2) artistas panameños musicales con participación activa en la gala.
8. Productos y artículos promocionales de Panamá en los camerinos de los artistas. **EL FONDO** deberá proporcionar los productos y/o artículos promocionales no más tardar del 15 de septiembre.
9. Logotipo oficial de la “Marca País” en pantallas LED y señalización de alfombra roja. **EL FONDO** deberá proporcionar el material audiovisual que desea proyectar en las pantallas LED con las especificaciones que **LA EMPRESA** necesite, no más tardar del 30 de agosto.
10. Ocho (8) pases de prensa para medios panameños y seis (6) pases backstage/media center.
11. Cien (100) boletos para el evento en distintas secciones del recinto.
12. Incorporación de capsulas desarrollados por los programas diarios de **LA EMPRESA** sobre Panamá en ViX, con permanencia on-demand por mínimo un (1) año.

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13. Mensajes clave en guiones y teleprompter de conductores a más tardar del 15 de septiembre.
 14. Hasta (6) transmisiones en vivo desde locaciones icónicas de Panamá, aprobadas por **EL FONDO** y que sean apropiadas para llevar a cabo de acuerdo a necesidades de producción. **EL FONDO** deberá definir las locaciones a más tardar el 30 de agosto. Si no se logra lo anterior, **LA EMPRESA** seleccionará las locaciones a discreción.
 15. Cinco (5) publicaciones en redes sociales oficiales de **LA EMPRESA** y Premios Juventud.
 13. Inclusión de Panamá en todos los comunicados de prensa relacionados con el evento.
 14. Un (1) comunicado de prensa la semana del evento destacando oferta turística y cultural. **EL FONDO** deberá proporcionar la información correspondiente a destacar de Panamá a más tardar el 30 de agosto.
 15. Hasta tres (3) logotipos en bucle de patrocinadores de alfombra roja y repetición paso a paso.
 16. Participación de dos (2) talentos panameños (sujeto a la disponibilidad profesional de los talentos) en contenidos y gala.
 17. Un (1) "Agente de Cambio" de Panamá premiado en la gala.
 18. Organización, preproducción y producción del evento en Ciudad de Panamá, incluyendo:
 - d. Transmisión de alfombra roja, premiación y backstage en directo.
 - e. Inversión en logística local, producción técnica, alojamiento, transporte, alimentación y talento local.
- c. Un tercer pago y ultimo pago, por la suma total de **DOSCIENTOS OCHENTA Y SEIS MIL BALBOAS CON 00/100 (B/.286,000.00)**, equivalente a dólares norteamericanos, a más tardar el día 15 de diciembre de 2025, después que **LA EMPRESA** entregue el Informe Final con las evidencias de las acciones realizadas, la factura correspondiente por parte de **LA EMPRESA** y el recibido a satisfacción por parte de **EL FONDO**.

Entregable de esta etapa:

1. Entrega de banco de imágenes y clips desarrollado por **LA EMPRESA** durante el término de la campana para que **EL FONDO** lo utilice a discreción para efectos promocionales.
2. Reporte de métricas de audiencia y alcance Premios Juventud y de la campaña "Marca País Panamá".
3. Quince (15) paquetes creados, producidos y exhibidos en programas diarios (Despierta América, El Gordo y la Flaca, Desiguales y, Primer Impacto) entre el 8 y el 26 de septiembre de 2025.
4. Una (1) historia producida en Panamá incluida en el especial "Navidad Por Nuestros Niños".
5. Incorporar al menos dos (2) actuaciones de Premios Juventud en el especial de Nochevieja "Bienvenido 2026".
6. Compromiso de producción local de al menos 50% del valor del contrato.

Para justificar los pagos, los informes de cada cuenta que presente **LA EMPRESA** deberán contener un índice y detallar cada una de las acciones realizadas por parte de **LA EMPRESA** de conformidad con lo establecido en la cláusula segunda del presente contrato.

EL FONDO emitirá un recibido conforme, que de fe de la prestación de los servicios y de la entrega de los informes a los que se refiere los párrafos anteriores, previo a que se efectúen los pagos en virtud del Contrato. El recibido conforme se emitirá sobre el cumplimiento de las obligaciones contractuales y no sobre la opinión de **LA EMPRESA**.

Al ser los servicios contratados fuera del territorio nacional, éstos están exentos del Impuesto a la Transferencia de Bienes Corporales Muebles y la Prestación de servicios (I.T.B.M.S.), en atención a lo establecido en el parágrafo 3 del Artículo 1057-V del Código Fiscal; sin embargo, **EL FONDO** les será aplicable el Impuesto Sobre Remesa al Exterior, que corresponden actualmente al 12.5% de cada transferencia enviada a sus proveedores internacionales, con fundamento en la Ley No. 27 de 4 de mayo de 2015 y el Decreto Ejecutivo No. 263 de 17 de junio de 2015.

El importe correspondiente será pagado a través de transferencias bancaria a beneficio de **LA EMPRESA**, como sigue:

DATOS BANCARIOS



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NOVENA: FIANZA DE CUMPLIMIENTO

Mediante Resolución No.1502-2025-LEG/FySE fechada 21 de abril del año 2025, la Contraloría General de la República, exceptúa de la presentación de fianza de cumplimiento en todos aquellos contratos de consultoría o servicios especializados celebrados con contratistas extranjeros no registrados ni domiciliados en la República de Panamá y en los contratos de servicio de promoción y publicidad para pautas publicitarias y relaciones públicas en el extranjero, que celebre el Fondo de Promoción Turística de Panamá (PROMTUR).

Cabe destacar que **LA EMPRESA** se compromete a responder por vicios redhibitorios o cualquier otro vicio o defecto en el objeto del contrato, por un término de un año después de concluido el periodo contractual.

DÉCIMA: ASPECTOS LEGALES

1. **EL FONDO**, no será responsable por el pago o la retención de ninguna prima, seguro o cualquier otra remuneración adicional que por algún concepto pueda incidir sobre los ingresos que **LA EMPRESA**, sus representantes, agentes o profesionales perciban por la prestación de los servicios pactados bajo el presente Contrato. Será de la exclusiva responsabilidad de **LA EMPRESA**, el obtener y mantener para sus representantes, agentes o profesionales los seguros médicos, de vida, seguridad social u otras coberturas que sean requeridas por la legislación nacional.
2. **LAS PARTES** convienen y aceptan ser responsables de cualquier perjuicio que pueda ocasionar a la otra **PARTE** por causa de incumplimiento del contrato o a consecuencia de su culpa o negligente administración comprobada responsabilidad respecto al presente trabajo a ejecutar.
3. **LA EMPRESA** exonera y libera expresa y totalmente a **EL FONDO** respecto a terceros (incluyendo artistas, trabajadores, contratistas, proveedores, entidades del Estado u otros) de toda responsabilidad civil, laboral, fiscal, penal, derechos patrimoniales o de cualquier naturaleza que pudiese surgir, con motivo de la ejecución del presente convenio y que sea atribuible a **LA EMPRESA**.
4. Cualquier cláusula contenida en este Contrato que sea considerada total o parcialmente nula o ineficaz, no afectará la validez del resto de las cláusulas.

DÉCIMA PRIMERA: MODIFICACIONES AL CONTRATO

Cualquier propuesta de modificación o enmienda a este Contrato requerirá en todo caso la aprobación expresa, previa y por escrito de **EL FONDO** y de **LA EMPRESA**, y se realizará a través de Adendas o modificación al contrato que requerirá el Refrendo de la Contraloría General de la República.

DÉCIMA SEGUNDA: TERMINACIÓN DEL CONTRATO.

Serán causales de terminación del Contrato:

1. El incumplimiento material de las cláusulas pactadas.
La falta de pago por parte de **EL FONDO**, que constituye un término esencial del contrato, y por lo tanto en caso de incumplimiento de dicha obligación, **LA EMPRESA** no estará obligada a llevar a cabo **LA CAMPAÑA PROMOCIONAL**, los **Premios Juventud**, y cualquier otra actividad prevista en el presente contrato, a su entera discreción.
2. La declaratoria judicial de liquidación de **LA EMPRESA**.
3. La disolución de alguna de la **PARTES**, cuando se trate de persona jurídica, o de alguna de las sociedades que integran un consorcio o asociación accidental, salvo que los demás miembros del consorcio o asociación puedan cumplir el contrato.

Además, serán consideradas aceptadas como otras causales por terminación del contrato las señaladas a continuación:

1. Vencimiento de término de ejecución del contrato.
2. Mutuo acuerdo entre **LAS PARTES**.
3. Por negligencia o impericia de **LAS PARTES** en cumplimiento de sus obligaciones.
4. Si **LAS PARTES** no subsanen el incumplimiento de sus obligaciones en virtud de este Contrato dentro de los quince (15) días calendario siguientes a la recepción de la notificación al respecto.
5. Si **LA EMPRESA**, por causas de fuerza mayor, no pudiera prestar una parte importante de los servicios durante un periodo mayor de treinta (30) días calendario.
6. Si **EL FONDO** determina que **LA EMPRESA** ha participado en prácticas corruptas o fraudulentas durante la ejecución del Contrato.
7. La conducta inmoral o delictiva de **LA EMPRESA** durante la prestación del servicio.

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No obstante, a lo anterior, **EL FONDO** podrá dar por terminado el presente contrato en cualquier momento, dando un aviso previo de treinta (30) días calendarios a la otra parte.

PARAGRAFO I. INCUMPLIMIENTO POR CASO FORTUITO O FUERZA MAYOR.

LA EMPRESA no serán responsable de incumplimiento por fuerza mayor, siempre y cuando no haya negligencia de su parte y notifique por escrito a dentro de los diez (10) días calendario siguientes al origen de los hechos a **EL FONDO**. Investigados éstos, **EL FONDO** podrá conceder una prórroga para la terminación del Contrato, sin que esto implique un derecho a **LA EMPRESA** a pedir modificaciones en los precios, ni indemnizaciones o compensaciones.

En caso de que **EL FONDO** dé por terminado el contrato a su propia conveniencia, es decir, sin que **LA EMPRESA** haya incumplido sus obligaciones contractuales, **LA EMPRESA** tendrá derecho a recibir un pago equitativo a las acciones ya ejecutadas, en el cumplimiento del objeto del presente contrato hasta el momento de la terminación.

DÉCIMA TERCERA: JURISDICCIÓN

A todos los efectos del presente contrato, **LAS PARTES** eligen como domicilio especial la ciudad de Panamá y se someten a la ley panameña. La validez, cumplimiento, interpretación y ejecución del presente contrato se rige por las leyes de la República de Panamá. Cualquier litigio o controversia relacionada con este contrato, incluyendo su interpretación, ejecución y terminación que no pueda ser resuelto amigablemente entre **LAS PARTES** en un plazo no mayor de 15 días calendario, contados a partir de la notificación de una parte a la otra de tal situación, deberán resolverse por medio de Arbitraje, por el Centro de Conciliación y Arbitraje de Panamá, conforme a sus reglas de procedimiento.

DÉCIMA CUARTA: RENUNCIA A RECLAMACIÓN DIPLOMÁTICA

LA EMPRESA relevará a **EL FONDO** y a sus representantes de toda acción derivada del cumplimiento de este contrato y renuncia a invocar la protección del Gobierno Extranjero a intentar reclamación diplomática en lo referente a los deberes y derechos originados de este Contrato, salvo en el caso de denegación de justicia.

DÉCIMA QUINTA: CONFIDENCIALIDAD

LAS PARTES se obligan a mantener en estricta confidencialidad, durante la vigencia del presente Contrato y de forma indefinida luego de finalizado el contrato, por lo que no divulgará a terceros ni utilizará en su propio beneficio o para cualquier otra finalidad que no sea el desarrollo de dicho contrato, cualquier información, que reciba, directa o indirectamente, como consecuencia de su relación con la otra PARTE. **LAS PARTES** sólo podrán revelar información confidencial, con la previa y expresa aprobación de la otra PARTE. Sin perjuicio de lo anterior, **EL FONDO** reconoce y acepta que **LA EMPRESA** podrá revelar información relacionada con el presente contrato a entidades del gobierno de los Estados Unidos de América para fines de cumplimiento con disposiciones regulatorias.

DÉCIMA SEXTA: TIMBRES

LA EMPRESA deberá asumir en virtud del presente Contrato la suma de CINCO MIL SETECIENTOS QUINCE BALBOAS CON 00/100 (B/. 5,715.00), en concepto de impuesto de timbres fiscales.

DÉCIMA SÉPTIMA: PERSONAL DE LA EMPRESA

LA EMPRESA asignará el personal con el nivel de competencia y experiencia necesaria para prestar los servicios, de acuerdo al personal presentado por el contratista en su propuesta. El personal se compondrá de la cantidad y especialización que **LA EMPRESA** defina. **EL FONDO** podrá, si lo considera necesario, no admitir a uno o varios de los expertos claves que participan en el desarrollo del Contrato. En este caso comunicará por escrito y debidamente justificada su posición para que **LA EMPRESA** proceda a su reemplazo.

Salvo que **EL FONDO** acuerde lo contrario, no se efectuarán cambios en la composición del personal clave. Si por cualquier motivo fuera del alcance de **LA EMPRESA**, como jubilación, muerte, incapacidad médica, entre otras, fuera necesario sustituir a algún integrante del Personal, **LA EMPRESA** lo reemplazará con otra persona con calificaciones iguales o superiores a las de la persona reemplazada.

DÉCIMA OCTAVA: PRINCIPIO DE INTEGRACIÓN DEL CONTRATO

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LAS PARTES aceptan que la propuesta y los términos de referencia de este Contrato forman parte integrante del mismo, obligando tanto a LA EMPRESA, como a EL FONDO a observarlos fielmente.

Para los efectos de interpretación y validez, se establece el orden de jerarquía de los documentos, así:

1. Términos de referencia de EL FONDO.
2. El Contrato.
3. Propuesta de LA EMPRESA.

DÉCIMA NOVENA: DOMICILIO Y NOTIFICACIÓN DE LAS PARTES

Cualquier solicitud o notificación requerida entre las partes debe constar por escrito, en idioma español, y será considerada como debidamente efectuada cuando es enviada por memorando, nota, correo electrónico, u otro medio electrónico confiable que acredite la recepción de la misma y su contenido.

A estos efectos, las partes señalan las siguientes direcciones:

- a) Para EL FONDO: **SALOMÓN SHAMAH**
Director General, con domicilio en PH Bicsa Financial Center, Piso 30, Oficina 3009, correo electrónico: sshamah@visitpanama.com.
- b) Para LA EMPRESA **IGNACIO MEYER**
Univisión Networks & Studios, Inc.
9405 NW Calle 41, Miami, FL 33178, correo electrónico: imeyer@televisaunivision.com
- RITA CHERTORIVSKI**
Vicepresidente Senior y Consejero General Adjunto, correo electrónico: rchertorivski@televisaunivision.com

Toda notificación efectuada en el domicilio constituido en este Contrato será aceptada como válida mientras dicho domicilio no sea cambiado. Todo cambio de domicilio de cualquiera de las partes deberá ser informado a la otra de inmediato, por medio de una comunicación fehaciente.

VIGÉSIMA: REFRENDO

El presente Contrato para su validez y perfeccionamiento requiere el refrendo por la Contraloría General de la República.

Para constancia de lo convenido se firma el presente Contrato, en la ciudad de Panamá, al ____ () días del mes de _____ de dos mil veinticinco (2025).

POR EL FONDO

DEMETRIO MADURO
Presidente

POR LA EMPRESA

IGNACIO MEYER
Presidente

REFRENDO:

CONTRALORÍA GENERAL DE LA REPÚBLICA
Refrendado hoy ____ de _____ de ____