

Mexico City, \_\_\_\_\_, 2023

**Nombre completo del cliente**

**Re: Professional Services Contract**

Contract for the rendering of professional services entered into by **Mauricio Andrés Peña Barrera** and **Miguel Ángel León Urzúa** (hereinafter the "Consultant", "Outbound", or "Outbound México") in accordance with articles 2,606 to 2,615 of the Civil Code for Mexico City, as well as article 34 of the Law for the Practice of Professions in Mexico City, for the rendering of consulting services in favor of **Nombre completo del cliente** (hereinafter the "Client"). The present document ("Contract") shall apply to the present matter, excluding further matters in which the Client requests our consulting services after the signing of this Contract.

The Consultant's objective, at all times, is to provide consulting services and legal advice. To this end, the terms and conditions under which such services will be rendered, as well as relevant aspects regarding the payment of fees and expenses incurred in connection therewith, are set forth below.

*I. Obligations of the Parties and description of the Professional Services.* The Client hires the Consultant to provide professional consulting and legal advisory services, as well as management services for the matters thus agreed upon. The Consultant's responsibility is to provide professional legal services on behalf of the Client within the limits of applicable law. The Consultant shall provide the Client with timely information regarding the development of the matter entrusted to the Consultant, and shall attend to any doubts that the Client may have.

For its part, the Client undertakes to provide the Consultant with truthful and timely information regarding the matter entrusted, providing the Consultant with the necessary cooperation and informing it of any event that may be relevant to the provision of the services hereunder. No stipulation shall be construed as a promise or guarantee as to the outcome of the services rendered by the Consultant, and the Client assumes the risk of the outcome for the success or failure of the agreed professional services. The Consultant's comments as to the probable success of a matter constitute an expression of opinion only.



The Consultant reserves the right to take vacations during the last two weeks of December, the first week of January, the first week of April and the first two weeks of July, as well as any other days off as provided for in the Federal Labor Law, and may therefore suspend during this period its obligations with respect to the matters agreed upon in this Contract, as well as periodic communication with the Client by any means. The Consultant shall notify the Client at least seven calendar days in advance of any vacations or days off, informing the Client of the beginning and end of such vacations or days off.

*II. Professional Fees for the performance of the Services.* The Consultant's professional fees for the provision of the services covered by this Contract, the retainer, as well as any other possible compensations on the part of the Client or the Consultant, are defined in **Annex "A"** attached to this Contract.

*III. Costs and expenses in the rendering of professional services.* Due to the nature of the consulting and legal management and advisory services, the Consultant will incur expenses related to the performance of its work. In this case, the Consultant shall inform the amount and concept of such expenses so that the Client may cover them directly and in a timely manner by making the full deposit of such amount.

In those cases in which, due to the nature or urgency of the procedure to be performed, it is not possible or convenient to request in advance the payment of such expenses, the Client shall reimburse them to the Consultant within the first five (5) calendar days after they have been incurred. These expenses include, but are not limited to, courier services, governmental fees and duties of any kind, taxes, parcel deliveries, contributions, photocopying, certifications and acts before a Notary Public, legal translations, travel expenses, expert fees for any science and other expert opinions, appraisals of any kind, among others.

*IV. Invoicing.* The Consultant will send Client monthly billing statements within five (5) business days of the last day of each monthly period, indicating the amount of professional fees generated in such period, expenses incurred, any applied deposit amounts, as well as any balance due for the applicable billing period.



Invoices shall be payable upon receipt by the Client and shall be paid within 5 (five) calendar days of receipt. Should the Client have any questions or comments regarding such invoices, the Client shall inform the Consultant so that, if necessary, adjustments may be made. If such comments are not made within 5 (five) calendar days of receipt of the invoices, the invoices shall be deemed to have been approved by the Client.

*V. Termination.* The Client may terminate the provision of professional services at any time by giving 30 (thirty) calendar days prior notice. The Consultant, for its part, shall terminate its professional services, including but not limited to, the following reasons:

- a) Failure of the Client to comply with the terms of this Contract;
- b) Failure to pay invoices when due;
- c) Refusal of the Client to provide the information agreed upon with the Consultant;
- d) Requesting the Consultant to perform illegal acts or acts contrary to professional ethics;
- e) Hiring the professional services of another consultant, professional, legal firm, etc. for the matters described in this Contract;
- f) The disclosure, in general or in particular, of the nature of any of the professional services rendered by the Consultant, as well as any information relating to its business in accordance with the provisions of Clause VII of this Contract, and/or;
- g) The death, absence or incapacity of any of the signatories and/or their partners.
- h) That the client enters or is about to enter into bankruptcy or insolvency proceedings.

In the event of termination of the Contract for cause (g), the parties may renegotiate this Contract within 15 (fifteen) calendar days of the death, absence, or incapacity of either party, and the Consultant may temporarily suspend its obligations under this Contract for the duration of such period. If it is not possible to renegotiate the Contract within the stipulated term, the Contract shall be terminated.



With the exception of paragraph g) above, the termination of the Contract for the reasons described above shall give rise to a conventional penalty for the Client of \$250 dollars legal tender of the United States of America.

Regardless of the causes for termination, fees, expenses and costs accrued or incurred and not paid shall be due in accordance with the provisions of the relevant part of Article 2,610 of the Civil Code for Mexico City. The Consultant shall be obliged, upon written request, to return the files, documents and funds in its possession in favor of the Client, reserving the right to retain the documents described for up to five years from the date of termination of this Contract.

*VI. Conflicts of Interest.* The Consultant shall avoid providing its services in situations where it may have a conflict of interest with respect to the services it provides to the Client, except when: **(i)** it has concluded the professional relationship with the Client; and **(ii)** during the term of our professional relationship, the Consultant has not obtained any information that may be contrary to the Client's interests in connection with such matter.

*VII. Confidentiality and Non-Competition.* In connection with the performance of the professional services contained in this Contract, both Consultant and Client have received or will receive written information of a confidential nature from the other party. The foregoing is without regard to whether the information comes from or was received by either party's officers, representatives, employees and/or agents. Such information may include, but is not limited to: present or future products, technologies, technical processes, product composition, business structures and relationships, business plans, customer lists, supplier lists, financing schemes, accounting and tax statements, manufacturing and distribution, procurement and licensing opportunities, assets, risks, intellectual property and other business related matters (all such information collectively or separately shall hereinafter be referred to as "Confidential Information").

The Confidential Information provided under the terms of this Agreement constitutes an industrial secret in terms of Articles 163 to 169 of the Federal Law for the Protection of Industrial Property, for which reason the parties undertake to keep absolute confidentiality and discretion over the Confidential Information of the other party and not to disclose it.



The Consultant shall be exempt from the obligations contained in this clause and shall not be subject to any liability whatsoever with respect to the Confidential Information, on which it can reliably and legally prove that:

- (a) was in its possession and/or possession or was lawfully known to the Consultant without the obligation to maintain its confidentiality prior to receipt by the Client;
- (b) the information becomes public knowledge, without violating the provisions of this Contract;
- (c) is obtained in good faith by the Consultant from a third party, with the right to disclose it and without the obligation of confidentiality;
- (d) is independently developed by the Consultant without the participation of persons who may have access to the Confidential Information;
- (e) its disclosure was required in accordance with the applicable laws, by judicial or administrative authorities, in the understanding that the Consultant must previously notify the Client of such requirement before its dissemination of such information, in order to take the necessary measures to preserve the confidentiality and;
- (f) that the Confidential Information has been breached, stolen, and/or hacked and then disclosed by physical, digital, electronical, optical or any other analogous means to a third party or the general public.

Confidential Information provided prior to the signing of this Contract shall be subject to all obligations contained in this Contract.

The parties shall not interfere with each other's contacts, business partners, customers, clients, managers, intermediaries, brokers, commission agents, the general public, or sources of Confidential Information. This expressly includes the prohibition of negotiation or solicitation of business with the other party's business sources.

In the event of non-compliance by the Client with the provisions of the preceding paragraph, the Client shall pay to the Consultant a conventional penalty of \$250 dollars, legal tender of the United States of America.

*VIII. Retention of Documents.* The Consultant shall retain Client's records and other documents during the term hereof and for up to five (5) years thereafter. The Consultant shall retain physical and electronic copies of the Client's documents by such means as the Consultant may deem appropriate.

*IX. Applicable Law and Jurisdiction.* This Contract shall be subject to and construed in accordance with the laws of Mexico to the extent applicable, excluding conflicts of law rules. The contracting parties irrevocably submit to the jurisdiction and competence of the courts of Mexico City, and expressly waive the jurisdiction of any other court that may correspond to them by virtue of their present or future addresses.

*XI. Term.* The Consultant shall only be obligated to render its professional services until the commencement of the term of the Contract, i.e., from the time this Contract is signed by the Client to the Consultant and its retainer is duly paid.

***[Signature Sheet Continues]***



Yours sincerely,

**Outbound México**

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Name: Mauricio Andrés Peña Barrena  
**Position: CEO & Founding Partner**

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Name: Miguel Ángel León Urzua  
**Position: CLO & Founding Partner**

The undersigned has read and understands the terms and scope of this document, as well as its Annexes and agrees that, as of this date, Outbound México will provide the services described in the Contract clauses. The undersigned agrees to be responsible for all obligations under this Contract.

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Name: **Nombre completo del cliente**

## Annex "A"

### Scope of Professional Services

#### **Calls:**

The services provided by Outbound will consist of unlimited legal consultations, each with a maximum duration of 30 minutes per call. The schedule for these consultations will be subject to the availability of free slots as determined and communicated by Outbound. Outbound reserves the right to set and modify its operating hours at its discretion and will endeavor to notify customers of any significant changes. Each consultation is subject to availability and the professional discretion of Outbound, and it is expected that the client respects the established duration of 30 minutes per call to ensure fair access to services for all clients. These legal consultations will cover a range of legal topics according to the experience of Outbound's associates. Please note that this provision does not guarantee the immediate or 'on-demand' availability of legal professionals, rather, consultations will be scheduled based on mutual availability.

#### **Consultations by means of non-immediate communication:**

In addition to the aforementioned, the Client will receive unlimited written immigration assistance. All inquiries and requests will be responded to within a period of 48 business hours from the time of their receipt.

Furthermore, the Client is also entitled to receive written legal advice on documents that do not exceed fifteen pages per week, or in relation to sixty minutes of audiovisual material per week.

For inquiries related to the aforementioned documents, a response time of 3 business hours is offered for each page of the document. In the case of inquiries about audiovisual material, the response time is 1 business hour for each minute of content.

It is important to highlight that all deadlines mentioned in this section will begin to count from the next business day after Outbound receives the inquiry or assistance request.





### **Fee schedule**

The provision of the professional services described above will generate a monthly retainer of \$60, in legal tender of the United States, which includes study and investigation of the matter, meetings with the client and/or third parties, and the costs associated with it, public relations management, among others. This payment should be made by automatic payment through an international debit or credit card domiciliation.

### **Consulting and Management Fees**

The Consultant's fees do not include extraordinary expenses that may arise, among which are: transfer of documents by courier or mail, travel expenses, taxes, governmental fees and duties, contributions, translations, expert witness fees for any science, expenses before a Notary Public, among others.

The Consultant shall seek authorization in advance, as well as provide all receipts for extraordinary expenses before the Client pays them to the Consultant.

The undersigned has read and understands the terms and scope of this Contract, as well as Annex A and agrees that, as of the date of signature and payment of the retainer provided in this Contract, Outbound México will provide the services agreed herein. The undersigned agrees to be responsible for all obligations under this contract.

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Name: **Nombre completo del cliente**