24/2021

José-Barhem & Villaseñor
abogados | attorneys-at-law

Mexico City, March 08, 2021

PRIVILEGED & CONFIDENTIAL
VIA E-MAIL

Ing. RADOMIL DOLEZAL, MBA

Česká agentura na podporu obchodu/CzechTrade
Dittrichova 21, Praha 2, 128 01, Česká Republika

Re: Engagement Letter.

Dear Mr. Dolezal

Thank you for considering *Jose-Barhem & Villaseñor Abogados* S.C. ("JBV" or the "Firm") to represent and assist the *CzechTrade* ("*Czechtrade*" and/or the "Client"") in its business and legal matters in México, especially regarding legal assistance and consultation for Czech companies willing to enter and make business in Mexico, in relation with their commercial and corporate matters, agreements and immigration services among special assistance requirement for *Czechtrade* itself.

Pursuant to the referenced request, we hereby provide you with a quotation and the terms on which this Firm provide you the requested legal services to Czechtrade, in case this quotation is accepted.

In such regard, this engagement letter is divided as follows: (i) Advisory and response for legal queries made by Czechtrade and/or the members/associates of Czechtrade; (ii) Services rendered by a Member of the Firm; (iii) Services not included in the quotation; and (iv) General terms.

Having said the aforementioned, please find our quotation as follows:

(i) Advisory and response for legal queries made by Czechtrade and/or the members/associates of Czechtrade.

a) Services included:

All the legal advisory required by Czechtrade and/or the Czech Companies that approach Czechtrade and/or are members of Czechtrade and wanted to enter into the Mexican market.

The advisory could be provided either by phone, mail or personally at the facilities of JBV. Our goal is to provide legal advisory to the Czech citizen and companies in order to feel familiar with the commercial and legal environment in Mexico.

In case that the consultation requires a deep research, such as the type of authorization required for the importation and commercialization into the Mexican market for Medical devices or medicines; telecomm, energy, oil and gas regulations, among other matters that requires a deep analysis of the laws and regulations, we will be very glad in providing with a quotation for the specific services. As a general rule, we will be glad to include into the advisory general and regular information regarding Mexican laws.

(ii) Services rendered by a Member of the Firm.

a) Services included:

As part of our Members we have Czech nationals and we will be very glad in providing you legal, commercial and marketing research services provided by a Member of our Firm into the facilities of Czechtrade.

The labor agreement, social security and labor responsibility of this Member shall be the sole responsibility of the Firm even when the Member will render his/her services at the facilities of Czechtrade.

Czechtrade has the right to change or to ask for the removal of the Member as its entirely convenience without explanation whatsoever; however, the Firm does not have the right to remove the Member unless expressly requested by Czechtrade.

The Member shall comply with the safety and security measures of the embassy and/or the facilities of Czechtrade and the Firm will make that the Member respect the guidelines and instructions of the Bureau Chief of Czechtrade. The Bureau Chief of Czechtrade is allowed to provide instructions and require services directly to the Member without the prior advice not the approval of the Firm. The Member shall respect the schedules of the facilities of Czechtrade for rendering his/her services.

The Firm shall be the sole responsible to cover the monthly salary of the Member at the bank account that the Member has in Mexico for such purposes (the monthly wage received shall be **MXN$29,120.00** free of taxes once at the end of the month).

(iii) Services and expenses not included.

Please note that it is not included in this quotation and, if it is the case, shall be charged by separate: Notary fees, Governmental fees (such as Immigration Office fees), travel expenses, filing of appeals, Amparo or Second Instance procedures, any other service not included in this quotation such as litigation, criminal, administrative, civil and/or labor procedures.

(iv) General terms of the services.

a) Quotation and Payment conditions:

For the services described in items (i) and (ii) above, our **monthly fees** are:

$66,750.84
(Sixty Six Thousand Seven Hundred and Fifty 84/100 Mexican Pesos) Plus 16% VAT

The itemization of the aforementioned fee is as follows:

a)	Members Net Salary:	$29,120.00
b)	Revenue Taxes retention:	$ 6,580.00
c)	Commission and Legal services:	$ 31,050.84
	Total	**$66,750.84**

Since the main part of the fee shall be used to cover the wage of the Member, we are making ad exception in our policies and we will highly appreciate to pay **in advance**, during the first 5 business days of each month our fees to the following account:

Beneficiary: JOSE BARHEM & VILLASEÑOR ABOGADOS SC
Bank: [redacted]
Branch No: [redacted]
Swift code: [redacted]
Account in Pesos: [redacted]
CLABE: [redacted]

From our side, we commit ourselves to elaborate and provide you with the respective invoice during the first 10 business days of each month.

b) Attorney in charge:

The undersigned will be the partner in charge of the affairs of *Czechtrade*, and will be assisted at least of one senior associate, junior associates, and trainees that the workload and complexity of the case require, apart from the Associate Member that will work. We reserve the right to appoint lawyers who will be in charge of the matters entrusted to us by *Czechtrade*, taking into account their experience and expertise, to provide our services as efficiently as possible without neglecting our standards.

c) Confidentiality:

Please also note that the obligation of our Firm and each of its members, to observe strict confidentiality regarding all information and documentation received, made of our knowledge and/or that may be delivered in relation to matters in which *Czechtrade* require our services, same which will not be disclosed or discussed with anyone not authorized by you, nor can it be used for any other purpose other than instructed by you, except in cases where applicable laws require it.

d) Liability:

The liability of the Firm and its members is and will be limited to prosecute, obtain and perform the services described herein. The use and activities of the Company after the services, as well as its compliance with the Mexican Laws shall be entirely responsibility of the person who uses it without the prior advice of the responsible Member of the Firm. We will be very pleased in assisting you with the compliance of any future requirement, contract, negotiation and/or obtaining of permit/authorization prior writing notice.

e) Term and Termination of the Services:

This engagement letter and the services and obligations contained herein shall be valid as of April 01, 2021 to March 31, 2022. With the approval of this engagement letter, the present document will substitute previous engagements and agreements executed between the parties regarding this subject matter.

Czechtrade has the right to terminate the use of our services by written notice. However, if *Czechtrade* decides to terminate this agreement and/or to remove the Member, it shall be bound to pay $14,500.00 Mexican Pesos as compensation for the services and expenses made by the Firm.

For our part, we reserve the right to terminate our relationship with *Czechtrade* in case the contract terms provided for herein are not met, default on payment of our fees, do not get your cooperation to provide our services properly, client incurs on illegal practices despite our warning about the illegality of such practices, circumstances occurring that would make the provision of our services to *Czechtrade* becomes illegal or contrary to professional ethics rules that govern us, in which case, *Czechtrade* shall take the necessary measures to exclude us from continue providing our legal services to *Czechtrade*.

In any case, the termination of our relationship with *Czechtrade* will not exempt payment for services already rendered and costs and expenses, which by reason of such services are not incurred by the Firm, nor will release our Firm form the confidentiality obligations applicable to us.

f) Refund.

If the Supplier deems some costs non-current, such costs must be agreed by Czechtrade in writing in order for them to be covered, or, if it is the case, refunded. Such agreement shall include the type and estimated amount of the cost. Czechtrade shall pay the Supplier actual and demonstrably spent costs agreed in writing in advance. The account of such costs including documents proving the origin and justification thereof shall be part of the monthly invoice issued pursuant to the preceding Subsection. Both parties agree that a writing approval by e-mail shall suffice to understand that such cost, expense or investment is necessary for the services, and therefore, refundable."

We sincerely appreciate the opportunity to represent and assist *Czechtrade* in its legal matters in Mexico. If this letter correctly reflects your understanding of the terms and conditions of our representation, and if you agree to all of the terms and conditions contained in this letter, then please so indicate by signing and dating the enclosed copy of this letter in the space provided and by returning the letter to me at your earliest convenience.

We are looking forward to settle a long-term relationship and we are very pleased you have considered to hire our services for your legal matters in Mexico. We hope this quotation was of help to clarify the scope of the services and the proposed investment your Company may have.

We thank the confidence in our Firm and we hope you find this estimates suitable for your business in Mexico and we will be glad to have the opportunity to work with you.

Very truly yours,

[redacted]

Omar Villaseñor
Partner

Agreed and accepted:
Company name: Česká agentura na podporu obchodu/Czechtrade

[redacted]

By: Ing. Radomil Dolezal, MBA
Position: MANAGING DIRECTOR
Date: 31. 3. 2021

[redacted]