

hereinafter referred to as the Video Provider, enters into a service provision contract with the signer, who will hereinafter be called the Client "username" whose data is according to their registration on the website www.reckode.com under the terms and conditions of this contract based on international treaties and applicable federal laws that are completed within the legal body of this contract.

Statements:

Under protest to tell the truth, the parties to this contract declare:

1.-Video Provider: Reckode Video S.A.S. de C.V.

1.1.- Whose purpose allows the conclusion of this Contract and has the necessary and sufficient powers to enter into it.

1.2.- The digital material is the basis of this contract, the Logo and name are property of Video provider, which are of original creation protected by national and international laws, with the limitations that the Client "username" must observe, monitor and respect because if they do not do so, Video provider may take legal action in order to suit their interests.

2.- Client "username":

2.1.- Has sufficient legal capacity to conclude this contract.

2.2.- Declares under protest to tell the truth that the data provided in their registration on website www.reckode.com are real and that there are no vices in their consent such as fraud, error, deceit or bad faith when providing them.

3.- JOINT DECLARATION OF THE PARTIES.

3.1.- In concluding this Agreement, there has not been any mediated error, misconduct, violence, coercion or bad faith by either party, so this Agreement contains the express manifestation of each party's will without any defect in the consent of the parties.

UNDER THE FOREGOING, the Parties to this Act agree to the following:

Clauses:

First.- OBJECT OF THE CONTRACT, VALIDITY AND OBLIGATIONS OF THE PARTIES.

I.I.- The Client "username" entrusts the provider part Video provider, which in turn undertakes to provide the services of:

Editing, motion graphics, color correction, subtitles services, Logo, 3D and 2D design, musical composition, clean and repair, among others.

The Client "username", upon signature of this Agreement, shall open, renew or update a *CLIENT ACCOUNT on the website www.reckode.com. Such account is the basis for the provision of the base services of this agreement.

The schedule to provide the contracted services, for their operation, will be on working days and hours which are Monday to Friday from 9 am to 9 pm, CT. except holidays (non-working) :

- November: Thanksgiving
- December: 24th, 25th, 26th, 31st
- January: 1st
- July: 4th
- September: 15th, 16th.

Any project received during these days will be started on the first working day, followed by these (non-working) and delivered within the conditions and time frames stated at the time of purchasing at the www.reckode.com platform.

Trial: Client "username" may use, just as a one time and as a first single video service, with a discounted price as on the www.reckode.com platform; this does not include other services in addition to those described in the trial offer on the service page; after the end of the trial, the Client "username" must choose a full paid video, ask for a tailor made video or audio, enter on a high volume separately quoted service or buy later, even when the price does not remain the same as the one during the trial, or leave the service.

Terms of service.

1.2.- The validity of this Contract will start from the date of acceptance, and / or verification of payment is taken as the beginning of the obligations between the parties.

Payment.

1.3.- The Client "username" undertakes to pay the Video provider the consideration for the services in accordance with the provisions of this contract, the amount, according to the prices on www.reckode.com, excluding high volume separately quoted services. The prices are established independently of the monetary exchange rate of each country, and are quoted in USD. Payment must be made in a single exhibition and the Video provider will have to confirm the customer's payment.

1.4.- Payments are made via credit card payment using PayPal, Stripe, bank deposit or bank transfer to the account number 4024 4863 9802 3 at the First century bank in USD, Routing ABA 61120084 (Wire transfer is not supported) or to the account number 65-50898969-3 at Santander bank in MXN, without refunds. These accounts could be also indicated by the Video provider for such purposes at www.reckode.com.

1.5.- The Client "username" in case of not having a high volume separately quoted services, must pay in advance for any service regardless of their payment method, in case of non-payment by the Client "username", the Video provider will be exempt from providing any service either pending or a new one. If the Client "username" has problems not attributable to them to make the payment, (such as system failure PayPal, Stripe, bank or similar) they must immediately contact the Video provider to jointly fix it.

Extra payments.

1.6.- In addition, the Client "username" will pay the Video provider, (as stipulated in clause 1.4) together with the Consideration, the ancillary expenses, extra payments, additional services and purchases in advance, these "extra payments" will be governed by clause 2.3 of this contract.

Description of the Project

The project is the creation and/or manipulation of video and/or audio that could be or not synchronized with a video, audio and or images requested by the customer. This may also include a sound design and the stage of repairing or cleaning of the material if necessary during post-production.

Billing.

1.7.- The Video provider will issue an invoice, upon request, in favor of the Client "username" that must cover the services provided. The Client "username" will pay the Video provider for the services covered on the corresponding invoice in advance, excluding those under high volume separately quoted services, along with incidental or related expenses, as set forth in this agreement. The billing of such services and applicable accessory expenses, will be issued at the request of the Client "username". Invoices issued by the Video provider in accordance with the provisions of this contract, must comply with all legal and tax requirements established by applicable tax laws.

1.8.-The Video provider can provide images, video and audio from stock libraries, royalty free per Client "username" request without extra cost, without being tailor made nor exclusive.

Participation of Third Persons.

1.9.-The Video provider undertakes to provide the services solely and exclusively through their own staff, who are duly trained, qualified and specialized for the performance of the services. If it is necessary to intervene a third party to fulfill their obligations, they will always do so in compliance with the guidelines of this contract. The Video provider states that at the date of this contract they have the necessary material and human infrastructure, as well as the necessary resources, economic and financial capacity that guarantee the provision of the services in an agreed time and form, and in compliance with applicable law.

1.10.-The Video provider may provide the services through a third party. The Video provider is fully and absolutely responsible to the Client "username" for the provision of such services.

Client account

1.11.- The Client "username" shall be responsible for purchasing administration and contracting accessory services for the duration of this service contract. The Client "username" will have access to request and receive services from the Video provider.

IMPORTANT: Only the Client "username" will be responsible for resetting the assigned passwords for that purpose and keeping them secure. Any changes, work or manipulation of editing made by a third party authorized by the Client "username", within the digital platform, are responsibility of the same.

Suspension of service.

1.12.- The parties agree that in the event that the Client "username" fails to comply with any payment in accordance with the provisions of this Agreement, the service will not be provided.

Cancellation Clause

1.13.-**Cancel Account.** If the Client "username" wishes to cancel the service of the Video provider they can do it at any time, not applied to high volume separately quoted services, where the quote will rule time of contracted services, losing all discounts, coupons, rewards, or any other type of discounts or pre-paid services, for this act there is no economic reimbursement.

If the Client "username" wishes to reactivate their service on the www.reckode.com they can do so at any time; the Client "username" will reactivate the account without any positive monetary, coupon, discount, rewards balance.

The Video provider may cancel at any time the service provided on www.reckode.com. Platform, commissioned works, and any other service provided and/or contracted for non-payment.

Contract Termination.

1.14.- The parties agree that either party at the time of cancelling the account is showing to the other party their wish to terminate the contract, not applied to high volume separately quoted services, where the quote will rule time of contracted services.

Second. SPECIFIC PROVISIONS OF THE VIDEO PROVIDER.

Account Creation.

2.1.-The Video provider declares that they only use authorized software and ensure that their staff make good use of the Client's "username" material.

The Client "username" through the platform www.reckode.com will select a test, trial (clause 1.1 third paragraph) or a service (clause 2.2) within the platform and when filling in the required data (clause 1.10) the Client "username" has to accept the terms and conditions and then they have to complete the information of the individual or legal entity. Once the above is done, the Client "username" will take in a unique account number, which will already be active to be used.

Access to services.

2.2.- Prices and services to which the Client "username" has access are described in www.reckode.com or on an individual quote upon request.

* All Prices at www.reckode.com are in USD including Tax. For high volume separately quoted services it could be plus TAX and the cost (exchange rate) of any work or order will be that in enforced at the time (date) of purchasing the products or services.

2.3.- In case the Client "username" wishes or requires additional services, all such purchases made on the service platform, website www.reckode.com must be paid in advance, excluding high volume separately quoted services.

2.3.1.- No base products, have no audio services included in price, but extra services can be chosen. Time frame for this services will consider time base delivery, plus time of selected services (i.e. 1 min no base + motion = 1.25 days) according to www.reckode.com delivery time table.

2.3.2.- In all products, partial times will be charged as a min (i.e. 5 sec= as a minute), Or you can have your project tailor made.

Unit Products and Services.

2.4.- The Video provider has unitary services to which the Client "username" also has access, which can be acquired at any time or moment within the duration of this contract as additional services, these services are listed below:

2.4.1.- Audio Post production ads with or without medium restoration and repair, 20 SFX, mix, with 8 tracks and 2 reviews per min, that meet industry standards such as ATSC A85, EBU R128, OP 59, stock music can be added per request.

2.4.2.- Sound logos: they are the perfect combination to build a solid brand, creating awareness with audio and not just with the use of images.

2.4.3.- Personalized music: for any type of project, music themes can be composed or organized to meet your needs with images.

2.4.4.- Restoration and repair described at www.reckode.com

2.4.5.- 3D, Rotoscope among others.

2.4.6.- 30 seconds bumper promo: there must exist a pre ordered video produced by The Video Provider to get a 30 seconds bumper promo.

Price.

2.5.- The price of services could increase at any time without prior notification, excluding high volume separately quoted services.

Workflow

2.6.- After purchase is made, from their main panel, on the www.reckode.com platform, if Client wishes, the Client "username" will set up an appointment to discuss their project, upload videos, Images, Logos, Script, OMF, AAF and / or audio clips and provide the Video provider with detailed instructions against the time code so that the Video provider can obtain all the information necessary to carry out the project. The Video provider will review the upload, within maximum 5 hours and accept or provide feedback to the Client "username" on the changes to be made to the

files. Once the assets becomes accepted by the Video provider, the project and fulfillment will begin within the specific term; The Video provider will deliver through the Customer's panel, within the platform www.reckode.com, sending notification to inform that the project is ready.

The Video provider, in order to perform the provision of the service to the Client "username" could use other platforms such as cloud storage with different providers and upload information on said platforms, always taking care of confidentiality. When the Client "username" uploads the project, they accept that the material provided is their responsibility and only this will be used to carry out the project.

The Video provider will keep a copy of all material supplied by the Client "username", including the material delivered by the Video provider, which will never be used for any other client, excluding the video and audio stock assets. The Video provider reserves the right not to save said information, at their discretion. This information will only serve as a backup, any modification at the request of the Client "username", will be taken as a new project or paid review.

The Video provider is released from any content that Client "username" provides as project, including opinions, performances, interviews and points of view, news, audio, music, copyright, and others provided.

Definition of review

2.7.- Review will be considered as any modification that has to do with the original project and that has the same duration or less, where the project counted will be the longest (that is, the original video with 30 seconds and the reviewed video is 45 seconds, the total project will be counted as 45 seconds). The delivery time for a review will vary and will be provided by the Video provider at the time of review confirmation.

Maximum time the Client will have for a review.

2.8.- Video and Audio time for feedback for each of the 3 reviews are up to 15 business days, to give a response to the Video provider about their project, therefore review delivery time will differ from 1st delivery to the 2nd and 3rd and will be notified by the Video provider at the time of the review. If during those 15 days we don't receive feedback, the review is lost or considered as closed.

2.9.- The Video provider includes 3 reviews per project in total (other quantity could be specified for a particular service) and additional reviews are available for an additional fee. Motion graphics services do not have additional reviews. Audio design, SFX, clean, repair and mix stage will be done after Client "username" agrees with video content considering this as picture lock (stage when all changes to the video cut have been done and approved without any further changes).

Project delivery

2.10.- Deliveries by the Video provider will be in H.264 (high and medium bitrate, adaptive low, medium and high bitrate), Facebook (1080p full HD, 2160P 4K ultra HD, 720p HD, High quality 1080p HD, High quality 2160p 4K, High quality 480p SD wide, High quality 480p SD) in .MOV (Apple pro res 422, 422 HQ, LT, Proxy, Apple pro res 4444, Apple pro res 4444 with alpha). Audio deliveries include WAV 24bits, 48 kHz complying with any loudness standard.

3D, rotoscope and Animated videos are only available for custom or commissioned projects.

2.11.- If the Client "username" sends the Video provider a project after business hours (third paragraph 1.1 clause) the project will be received and confirmed at 14:00 pm CT as a maximum, the next available business day.

2.12.- In reviews that require Sound Effects (SFX), the Client "username" can provide their own SFX, but also the Video provider can add internal SFX as requested.

2.13.- Once the project has been delivered, the Video provider may request in writing from the Client "username", the authorization for the Video provider to display the finished project material as part of their advertising portfolio.

Cancellation of a project

2.14.- Once the Video provider confirms a project, the Client "username" will have a 5 minute window to cancel the project, in case of exceeding this time, the project will be considered as a project to be completed and will be charged to the customer's account.

Communications.

2.15.- All communications and deliveries must be made through the Video provider platform and emails to domain @reckode.com to be valid and comply with the warranty delivery period.

Responsibilities disclaimer.

2.16.- In the event of disputes between individuals, governments, religious, ethnic and/or similar groups, the Video provider will be released from any liability by the Client "username" and the latter will be subject to any expenses, and the Video provider does not authorize the Client "username" to publicly mention or relate the name of the Video provider.

2.17.- The Video provider shall not be liable for spelling, grammatical and/or diction errors provided in the material by the Client "username".

2.18.- The Video provider shall not be responsible on grounds of force majeure considering as an example, failures of our internet provider, domain, but will take appropriate measures to carry out and deliver the project on time and inform the contingency plan to the Client "username".

Third. GENERAL DEVICES.

3.1.- This contract cannot be modified, except by the agreement of the parties.

3.2.- This contract is concluded exclusively for the benefit of the parties. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed in a manner that generates an obligation, charge or liability in favor of or charge of any person who is not a party to this agreement.

3.3.- The failure or delay of either party to exercise at any time any right contained in this Agreement, or in requiring at any time the other party's compliance with any obligation contained in this agreement, shall not be construed as a waiver of compliance with such provisions, nor shall it affect the partial or total validity of this Agreement, nor the right of either party to subsequently enforce each such provision, unless expressly agreed otherwise in this Agreement.

3.4.- This contract must not be construed in a manner that creates society or association between the Parties, or imposes obligations or corporate liability on any of them. Neither party shall have the right, power or authority to enter into contracts or assume obligations by, or to act on behalf of, or to act as, or to be a representative or representative of, or otherwise compel the other party.

3.5.- Neither party shall be liable to the other for delays or non-compliance resulting from accidental case or force majeure, including without limitation, fire or other claim that impedes the work or work of the Video provider. Acts of violence and/or digital terrorism hacking or any other similar on the platform used by the Video provider, as well as the invocation of any law, legal order or requirement of any dependence, governmental authority or authority of any country in which the material made on behalf of the Client "username" is distributed. In such a case, and provided that circumstances permit, the party concerned shall perform the acts necessary to communicate to the other Party the events of the fortuitous force majeure case corresponding within 5 (five) calendar days following the date on which such events have arisen, as well as all necessary available information relating to the members.

3.6.- Except as provided in other provisions of this Agreement, each party shall be responsible for the payment of the costs and expenses incurred, as well as those of their agents, auditors, lawyers and consultants, in connection with this agreement.

3.7.- The parties undertake to comply with all the provisions established in the National, Federal or International Law on the Protection of Personal Data held by Individuals and its regulations, with respect to the personal data that each receives under this contract.

Any information provided by the Client "username" including banking, personal, emails and any other information considered personal, will not be shared by the Video provider to any third party and will only be used for service purposes.

3.8.- The Client "username" waives the jurisdiction of their place of habitual room or residence. For the interpretation, performance and enforceability of this contract, the Fed Courts of Mexico will be in charge of its interpretation.

Fourth. - PROFESSIONAL SECRET. CONFIDENTIAL INFORMATION.

4.1.- For the purposes of this Agreement, the term "Confidential Information" means any non-publicly-domain information (information that is delivered before or after the conclusion of this Agreement, regardless of the means in which it is backed up and/or delivered in writing or by electronic means), owned by either party, which may be documents, technology, including any database, parameters, patents, application programs, music scores, unrecorded music, unrecorded songs, musical lyrics, regulations, policies, addresses, coordinates, phones, reports, source code, processes, financial information, algorithm formulas, methods, drawings, specifications, diagrams, designs, customers products, proposed ideas, prototypes, videos in any version and update of these documents, which can be shared , commercial, legal, organizational and/or otherwise.

4.2.- The Parties undertake in this act not to disclose, during the term of this contract and for the next 5 (five) years after its termination, confidential information that has been shared and/or submitted, or obtained from the other party. Unless the owner of the relevant Confidential Information grants the other party prior written permission, neither Party may use, display, publish, inform, apply to report or disclose in any way, directly or indirectly the Confidential information that each one receives from the other Party. In addition, neither party may include, incorporate, apply or make use of the other Party's Confidential information in any product or service owned by them, nor may they advise, provide assistance, consulting, advice, plans and ideas, to any natural or moral person for the purpose of developing, putting on the market or selling any product or service incorporating Confidential information.

4.3.- Each of the Parties hereby undertakes to protect the confidential information of the other party from unauthorized use or access, applying the same level of protection that they would use for their own information and in no case should they apply a level of protection below a reasonable level of safeguard.

4.4.- At the written request of the owner of the relevant Confidential information, the other party shall promptly return to the owner or destroy, as instructed by the owner of the relevant confidential information, any material written in any medium or support that indicates, displays, contains or in any way derives from Confidential information (including reports, summaries, presentations, copies, extracts, synthesis or other reproductions of all or parts) regardless of whether the material was prepared by the Video provider or the Client "username" based on confidential information provided by the Video provider or the Client "username", as the case may be, or on behalf of either party. The Video provider or the Client "username", as applicable, shall certify in writing the return or destruction of the confidential information requested, on the understanding that such destruction does not in any way relieve the Parties of their confidentiality obligations in accordance with the provisions of this contract.

4.5.- The restrictions of use and the obligations and conditions of confidentiality imposed in this Agreement do not apply to information (i) that was earlier in the possession of earlier than the conclusion of this agreement; (ii) be legally shown to the Parties of this contract by third parties whether these natural or moral persons who have no obligations of confidentiality with respect of such information regarding the parties; (iii) whether or converted into public information or in the public domain accessible without an act or failure on the part of The Contractors; (iv) is independently developed by the receiving party of confidential information without it being used or derived from Confidential Information received from the other party.

4.6.- The parties may only disclose confidential information to their employees, directors, officials, proxy, consultants, legal and tax advisers and/or representatives including those of their affiliates and/or related companies, where appropriate, and the parties undertake in this act to carry out all acts that are necessary for each and every one of their employees, directors, officials, consultants, legal and tax advisers and/or representatives, including those of their affiliates and/or related companies, where appropriate, maintain the confidentiality of the information, and do not disclose it, in whole or in part, to anyone other than their employees, directors, officials, proxy, consultants, legal and tax advisers and/or representatives, including those of their affiliates and/or related companies.

4.7.- The parties agree in this act that all Confidential Information displayed will continue to be the property of the owner and that licenses, permits, concessions or any other decree may not be generated from this disclosure, directly or indirectly, by implication, by claim or by any other means, on confidential information.

The signatory parties to this document accept each and every clause requiring them to provide established benefits, in accordance with the legal bodies invoked for compliance and surveillance.

This contract is governed by the regulations of the Universal Copyright Convention 1952, also known as the Geneva Convention, which delegates to the national laws of the State of origin of the author of the Works the application of the relevant protection laws. Therefore, the Client "username" whether natural or moral person, renounces its jurisdiction of birth, naturalization or residence.

Digital Signature:

PRIVACY NOTICE

Articles 12, "International Covenant on Civil and Political Rights" in articles 17 and 19, "United Nations Convention against Corruption" in articles 10 and 13; "Declaration of Privacy Principles and Protection of Personal Data in the Americas" and in the "Legislative Guide on the Privacy and Protection of Personal Data in the Americas" Inter-American Legal Committee (CJI) as well as provided for in the "Federal Law on the Protection of Personal Data", declares to be legally in accordance with the laws of its place of residence, domiciled in el dorado 13, Capistrano, zip code 52988, Mexico; And as responsible for the processing of their personal data, makes it known that our customers' information is treated strictly confidentially so, by providing your personal data, such as:

1. Full Name.
2. Address.
3. Federal Tax payer Registry.
4. Email.

These will be used solely and exclusively for the following purposes:

- 1. Information and Provision of Services.**
- 2. Database Update.**
- 3. Any purpose similar or compatible with the above.**

In the case of Sensitive Data, such as:

- 1. Financial Data (Income, Statements, and other related data)**
- 2. Property Data (Material Goods, Real Estate, and other related data)**
- 3. Personal Data (Spouse, Marital Status, Nationality, Education, Children, and other related).**
- 4. Family and non-family references (Name, Address, Phone, Relationship, etc.).**

These will be used solely and exclusively for the following purposes:

- 1. Research and/or Obtaining Credits to Financial Institutions.**
- 2. Any purpose similar or compatible with the above.**
- 3. Information and Provision of Services**

To prevent unauthorized access to their personal data, and in order to ensure that the information is used for the purposes set out in this privacy notice, we have established various procedures in order to prevent unauthorized use or disclosure of their data, allowing us to process it properly.

All their personal data is treated in accordance with the applicable and current legislation at the Global level, therefore we inform them that they have at all times the rights (ARCO) to Access, Rectify, Cancel or Oppose the treatment that we give to their personal data; Right that they can enforce through the Privacy Area in charge of the security of personal data by means of their email: info@reckode.com

Through these channels they will be able to update their data and specify the means by which they wish to receive information, since, if they do not have this specification on their part, the Video provider will freely establish the channel that they consider relevant to send them information.

This privacy notice may be modified by the Video provider such modifications will be promptly informed through email, telephone, or any other means of communication that the Video provider determines for this purpose.