

U.S. Department of Justice
Washington, DC 20530

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0006

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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 in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 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, Registration Unit, Counterespionage 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.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant Ogilvy Public Relations Worldwide 1111 19th Street NW, 10th Floor Washington, DC 20036	2. Registration No. 5807
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3. Name of foreign principal Consejo de Promocion Turistica de Mexico (Ministry of Tourism/ Mexico)	4. Principal address of foreign principal Viaducto M. Aleman 105, Piso 6 COL. Escandon Miguel Hidalgo 11800 Mexico, D.F.
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5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality _____

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

a) Branch or agency represented by the registrant
Ministry of Tourism

b) Name and title of official with whom registrant deals
Jaime Diaz, Project Director

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

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

Formerly CRM-157

FORM NSD-3
DECEMBER 2007

8. 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.

b) Is this foreign principal

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

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. 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.

Date of Exhibit A	Name and Title	Signature
10/13/11	Andrew Kochar, Global CFO	

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

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. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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 Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://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 in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 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, Registration Unit, Counterespionage 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 Ogilvy Public Relations Worldwide	2. Registration No. 5807
3. Name of Foreign Principal Consejo de Promocion Turistica de Mexico (Ministry of Tourism/Mexico)	

Check Appropriate Boxes:

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, the fees and expenses, if any, to be received.

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

Ogilvy was selected to receive an RFP from the Government of Mexico to promote tourism and business opportunities in Mexico. Ogilvy responded via in-person presentations in Mexico City and was ultimately awarded this work.

Formerly CRM-155

FORM NSD-4
SEPTEMBER 2007

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
Provide communications support to help promote Mexico as a global business partner and unrivaled tourist destination.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? 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.

Facilitate communications with media representatives and develop written and/or other materials on subjects of interest to the client which mainly focus on increasing tourism and business investment in Mexico. We will assist the client by providing interesting information and offering new perspectives about the country to a range of interested audiences.

Date of Exhibit B 10/13/11	Name and Title Andrew Kochar, Global CFO	Signature 
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Footnote: 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.

Contract No. DRA/02/2011

ON ALL PAGES A WATERMARK: DRAFT

SERVICE CONTRACT NUMBER DRA/02/2011 EXECUTED BY AND BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V., HEREIN REPRESENTED BY MRS. GLORIA REBECA GUEVARA MANZO, ACTING IN HER CAPACITY AS GENERAL MANAGER, ASSISTED BY MR. JAIME DIAZ ARCIGA, PERSON IN CHARGE OF THE EXECUTIVE BUREAU OF COUNTRY BRAND, ALFONSO SUMANO LAZCANO, REGIONAL MANAGER FOR THE AMERICAS AND MANUEL DIAZ CEBRIAN, REGIONAL MANAGER FOR EUROPE AND THE REST OF THE WORLD; AND, ON THE OTHER HAND, THE COMMERCIAL CORPORATION OGILVY PUBLIC RELATIONS WORLDWIDE INC, REPRESENTED BY MR. ANDREW KOCHAR, ITS LEGAL REPRESENTATIVE, WHO HEREINAFTER AND FOR THE PURPOSES OF THIS CONTRACT SHALL RESPECTIVELY BE "THE BOARD" AND "THE AGENCY":

RECITALS

- I) "The Board" represents that:
- I. It is a company with a majority government-held interest of Mexico's Federal Public Administration, incorporated by means of public deed No. 39,873, attested by the notary public No. 32 of the Federal District, Francisco Jacobo Sevillano González, Esq., recorded in the Federal Property and Commerce Registry, under commercial folio number 257,243, of December 9, 1999; with the attributions and powers conferred by the General Tourism Law, its regulations and other applicable legal provisions; that it has within its corporate purpose the operation of national and international touristic promotion campaigns, as well as the performance of every necessary act and contract for the realization of its purposes.
 - II. Articles 38 and 41 of the General Tourism Law, in connection with articles 5 and 6, fractions I, II and VIII of the Bylaws of the Consejo de Promoción Turística de México, S.A. de C.V. (Mexican Tourism Board), set forth that among the Board's purposes assistance in the design of plans, programs, strategies and priorities related to tourism promotion within the framework of the Planning Law, the National Development Plan and the programs and/or sector policies related to tourism issued by the Federal Executive Branch as well as the operation tourism promotion campaigns nationally and internationally, as well as to execute contracts with domestic and foreign providers of tourism services and with the private parties interested in

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increasing tourist affluence towards Mexico, in order to implement tourism promotion campaigns, are included.

- III. In terms of articles 34, fraction II, item II.1; 49 and 50 of the Bylaws of the Consejo de Promoción Turística de México, S.A. de C.V. (Mexican Tourism Board) published in the Official Gazette of the Federation on April 22, 2010 and their reforms published therein on October 20, 2010, it has offices abroad within its organic structure, among which the Regional Bureau for the Americas exists, with the inherent powers set forth in those same regulations.
- IV. Gloria Rebeca Guevara Manzo, in her capacity as General Manager of the Consejo de Promoción Turística de México, S.A. de C.V. (Mexican Tourism Board), capacity evidenced with the designation made on May 21, 2010, issued by the President of the Mexican United States, Lic. Felipe de Jesús Calderón Hinojosa and the Resolution 08/02/2010 dated June 24, 2010 issued by the "BOARD'S" Governing Board in the Second Ordinary Session 2010 whereby her appointment is ratified.
- V. That it executes this contract in exercise of the powers granted according to article 32 fraction I of the Bylaws of the Consejo de Promoción Turística de México, S.A. de C.V. (Mexican Tourism Board), as well as the ones granted through the public instrument containing Power of Attorney Number 56,638 of July 27, 2010, issued by the Notary Public Number 32 of the Federal District, Mr. Francisco Jacobo Sevillano González, Esq.
- VI. That the following persons are present at the execution of this Contract. Jaime Diaz Arciga, Person in charge of the Executive Country Brand Bureau; Alfonso Sumando Lazcano, Regional Manager for the Americas; Manuel Díaz Cebrian, Regional Manager for Europe and the Rest of the World in their capacities as head of the "BOARD's" administrative units for the management and verification of the services matter of this contract pursuant to the second before last paragraph of article 84 of the Government Procurement Law (Ley de Adquisiciones, Arrendamientos y Servicios del Sector Público).
- VII. Its Federal Taxpayer's number is CPT 991022 DE7.
- VIII. For the purposes hereof, it designates as its address Viaducto Miguel Alemán Número 105, Colonia Escandón, Delegación Miguel Hidalgo, C.P. 11800, México, Distrito Federal and for conventional purposes, 152 Madison Ave, Suite 1800, Nueva York, N.Y., 10016, USA.
- IX. That it requires the services of a company that performs the integration and execution of the promotion and positioning strategy of the Country Brand and

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Mexico's image Abroad, pursuant to the terms and conditions set forth in this contract and the Exhibits hereof, from March 1 to December 31 of 2011.

- X. It has the necessary budgetary allocation and availability of resources for paying the services matter of this Contract with the budgetary allocation 33901 corresponding to "*Outsourcing of Services with Third Parties*", authorized by the Treasury and Public Credit Department through official communication No. 307-A-7070 dated December 21, 2010, as well as the *Purchase Requisition* issued by "THE BOARD", with folio number _____ dated February ____, 2011.
- XI. This agreement was directly awarded pursuant to article 16 of the Government Procurement Law, prior justification by the Regional Bureaus for the Americas and Europe and the Rest of the World, with the approval of the person in charge of the Executive Country Brand Bureau and the Joint General Manager, issued by means of an unnumbered official communication; as well as the Market research (included in the text of the justification) and the authorization for carrying out this hiring granted by the General Director of the Mexican Tourism Board, through Admissibility Opinion DP 016/2011 dated February 22, 2011.

II) "THE AGENCY" represents that:

- I. It is a corporation duly incorporated pursuant to the laws of Delaware, United States of America on June 28, 1989 as evidenced with record certificate 2200706 8100H issued by the State of Delaware on April 3, 2002.
- II. Its legal representative, Mr. Andrew Kochar identifies with _____ issued on May 6, 2003 by the United States of America, evidencing his capacity with the document certified by Notary Public for the State of New York, Jesse Mahl, whereby he manifests under oath that his powers have not been revoked, modified or limited in any way, and therefore he has the sufficient legal powers to represent "THE AGENCY" in the execution of this agreement.
- III. It has the legal capacity and the sufficient and own elements for complying efficiently, timely and in the best conditions with the obligations deriving hereunder for the benefit of "THE BOARD"; also stating that it is familiar with the technical characteristics and scope of the services matter of this agreement, and that it is allowed by the laws of the State of Delaware to render the services subject matter hereof.
- IV. It declares under oath that it is not in any of the situations set forth in articles 50 and 60 of the Mexico's Government Procurement Law.

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- V. For the purposes of article 32-D of the Federation's Tax Code, it represents that it is an American corporation and for tax purposes in the United States of America, it has the tax identification number 13-2903744 and is not bound to file periodical tax returns in Mexico.
- VI. Its legal address is 636 Eleventh Avenue, 4th Floor, New York, NY, 10036, United States of America.

NOW, THEREFORE, after making the above representations, and acknowledging the capacity the parties evidence and the powers of their legal representatives, the parties hereto subject their agreements to the following:

C L A U S E S

FIRST.- PURPOSE. "THE AGENCY" agrees to render to the "THE BOARD" the services of Communication, Public Relations and Purchase of Traditional and Non Traditional Media, through the integration and execution of the Promotion and Positioning Strategy of the Country Brand and Mexico's Image Abroad to be rendered within the markets of North America (United States and Canada); Europe (France, Spain, the United Kingdom and Germany); Japan, and Emerging Markets (China or Russia), in the following areas:

- 1). Audit and Development of Messages;
- 2). Development and Implementation of the Crisis Management Strategy;
- 3). Development of the Social and Digital Media Strategy;
- 4). Relation with Traditional and Non-Traditional Media;
- 5). Identification and Involvement of Opinion Leaders;
- 6). Purchase of Traditional and Non-Traditional Media;
- 7). Monitoring and Reports, and
- 8). Development of the Country's Competitive Identity Strategy,

The above, pursuant to the scope and technical specifications described in the terms of reference and the Technical and Economic Proposal presented by "THE AGENCY" and accepted by "THE BUREAU" attached herewith as EXHIBIT I, which signed by both parties is a part of this Contract.

SECOND. – MINIMUM AND MAXIMUM BUDGET TO SPEND. "THE BOARD" shall pay "THE AGENCY", as consideration for the services matter of this agreement, including its fees, a total minimum amount of \$ 24'505,224.80 (TWENTY FOUR MILLION FIVE HUNDRED FIVE THOUSAND TWO HUNDRED TWENTY FOUR 80/100 DOLLARS, LEGAL TENDER OF THE UNITED STATES OF AMERICA) and up to a total maximum amount of \$61,263,062.00 (SIXTY ONE

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MILLION TWO HUNDRED SIXTY THREE THOUSAND SIXTY TWO 00/100 DOLLARS, LEGAL TENDER OF THE UNITED STATES OF AMERICA).

For the purposes of rendering the Services, "THE BOARD" may make advance payments when the following requirements are met:

- I. That "THE AGENCY" proves the economic benefit for "THE BOARD" deriving from the advance payment.
- II. That the Executive Country Brand Bureau, validates and approves the advance payment or states the impossibility of covering the services once they have been rendered due to market practices or customs or other circumstances.
- III. That the convenience of making that payment is approved by the head of the Executive Management and Finances Bureau.
- IV. That the corresponding authorization has been granted in terms of article 13 of the Government Procurement Law.

In any case, the transfer of the advance resources to THE AGENCY will be made as long as a surety bond that covers 100% of the advance has been previously received, a bond that shall be granted under the same conditions of the surety bond mentioned in fifth clause herein.

The consideration mentioned in this clause that shall be paid to "THE AGENCY", fully pays for the quality of the services rendered, the time invested, the materials used, salaries, fees, organization, technical direction, management, social and labor benefits pertaining to its personnel, and in general, for any other consideration it may have a right to due to this Contract; therefore, it shall not demand from "THE BOARD" any further consideration for any concept whatsoever.

All the amounts referred to in this Clause shall be understood with all the taxes generated by the rendering of the services hired. Consequently, each party agrees to fulfill the fiscal obligations that may correspond to it.

For the purchase of advertisement media, "THE AGENCY" shall be responsible for obtaining negotiations in the most favorable terms and conditions for "THE BOARD", according to the investment amount, published fee, bonifications, preferential positions and added values. Therefore, "THE AGENCY" shall perform the following:

- It shall seek to improve "THE BOARD's" current negotiated fees, and it shall use the lowest fee for the authorized purchase. Thus, the most efficient fee will be used for purchasing advertising spaces in the media.

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- All the negotiations carried out by THE AGENCY shall be made in "THE BOARD's" name.
- In case "THE BOARD" does not have any fee negotiated with any given medium, "THE AGENCY" shall propose to "THE BOARD" a fee equal or lower to the one published. "THE BOARD" reserves the right to verify the veracity of the published fees furnished by "THE AGENCY".
- Every bonification or benefit derived from the purchase of advertising spaces in the media by "THE AGENCY" in connection with the object of this agreement, shall be for the benefit of "THE BOARD" and "THE AGENCY" shall report it to "THE BOARD".

The fees of the media that "THE BOARD" has, shall be furnished by "THE AGENCY".

"THE BOARD", should it deem it convenient, may negotiate the purchase conditions with the media.

For the case of services of Communication and Public Relations, "THE AGENCY" shall submit to the approval of the Executive Country Brand Bureau and/or of the Regional Management Bureau for the Americas and/or of the Regional Management Bureau for Europe and the Rest of the World, the budgets for the actions to be executed, seeking to obtain the best conditions for "THE BOARD" on the basis of the Technical and Economic Proposal.

THIRD. – FORM OF PAYMENT. The payments made by "THE BOARD" to "THE AGENCY" for rendering the services matter of this contract shall be deposited in a bank account assigned by "THE AGENCY" only for "THE BOARD'S" payments, by electronic transfer and accreditation to the respective account. All of the deposits shall be made from Mexico, Federal District in dollars of the United States of America.

All the invoices shall have the term of the rendering of the services, as well as the area and market to which they correspond.

For the payment procedure for rendered services of purchase of traditional and non-traditional media, "THE AGENCY" shall present the respective original invoices to the Executive Country Brand Bureau and/or of the Regional Management Bureau for the Americas and/or of the Regional Management Bureau for Europe and the Rest of the World, the original of its invoice, a copy of the invoice of advertising company, the media plan executed authorized and the verification documents, obtaining the corresponding receipt. Said documents shall

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be furnished to the Executive Management and Finance Bureau of "THE BOARD" for processing. Payment shall be made within 20 (twenty) calendar days following the reception of the invoices duly authorized by the Executive Country Brand Bureau.

For the payment procedure for advance payment of services of purchase of traditional and non-traditional media, "THE AGENCY" shall present the respective original invoices to the Executive Country Brand Bureau and/or of the Regional Management Bureau for the Americas and/or of the Regional Management Bureau for Europe and the Rest of the World, obtaining the corresponding receipt. Said documents shall be furnished to the Executive Management and Finance Bureau of "THE BOARD" for processing. Payment shall be made within 20 (twenty) calendar days following the reception of the invoices duly authorized by the Executive Country Brand Bureau.

For the payment procedure for advance payment of services of Communication and Public Relations, "THE AGENCY" shall present the original invoice and the corresponding verification to the Executive Country Brand Bureau and/or of the Regional Management Bureau for the Americas and/or of the Regional Management Bureau for Europe and the Rest of the World, according to its Technical and Economic Proposal. In case of actions which execution implies the hiring of third parties and is identified as a "transferrable cost" in its Technical and Economic Proposal, it shall deliver also, a copy of the invoice or invoices of the assets or services hired with third parties.

In case a mistake is detected in the invoicing, the Financial Resources Bureau, or if applicable, the persons responsible for validating and monitoring the services designated by "THE BOARD", shall furnish "THE AGENCY" with the documents and/or invoices with the corresponding observations, which shall be corrected and filed again to restart the payment procedure; hence, the time elapsing for that reason shall not be computed for the purposes of the initial term of 20 (twenty) calendar days for the payment.

For the purchase of traditional and non-traditional media, the invoices shall detail the concepts, services and costs, and the latter may be detailed in the witnesses or in the plans of executed media when they are not detailed in the invoice.

"THE AGENCY" shall present the price of the services in net terms, without including any type of commission, discount, bonus or equivalent concept, and should include the legend "NET COST".

The amounts received by "THE AGENCY" for rendering the services object of this agreement, as well as the payment of fees and expenses required for their execution, shall comply with **EXHIBIT I** herewith, which corresponds to the technical and economic proposal presented by "THE AGENCY" and accepted by "THE BOARD", and is a part hereof.

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"THE BOARD" reserves the right to reject any verification document, invoice or expense justification document wherein the characteristics of the goods and/or services performed are not duly detailed.

"THE BOARD" reserves the right, when it deems it convenient, to directly pay the media or providers the amount of the services required by "THE AGENCY" in execution of this agreement.

All the invoices shall be presented in original, to the name of "THE BOARD", in the name of "THE AGENCY"; and they shall also comply with the tax requirements set forth in the legislation in effect, and contain the following data:

- I. Full name, address for tax effects and RFC of "THE BOARD";
- V. Name, address, date of issuance and telephone number of the company issuing the invoice;
- VI. The invoice number, and
- VII. Clear description of the services covered, unit price and total price.

Invoices shall not have any erasures or mark-outs.

FOURTH.- VERIFICATION.

Traditional and Non-Traditional Media.

For verification purposes, "THE AGENCY" shall deliver to the Executive Country Brand Bureau and/or of the Regional Management Bureau for the Americas and/or of the Regional Management Bureau for Europe and the Rest of the World of "THE BOARD", the following:

Rendered Services:

- Authorized Executed Guideline
- "THE AGENCY's" original invoice
- Copy of the media company in the name of "THE AGENCY", its affiliates or "THE BOARD".
- Proof, according to the corresponding media, pursuant to the table included further herein.

Advance Payment Services:

- Authorized Executed Guideline
- Copy of "THE AGENCY's" original invoice
- Copy of the media company in the name of "THE AGENCY", its affiliates or "THE BOARD".
- Proof, according to the corresponding media, pursuant to the table included further herein.

PROOFS	
MEDIUM	SUPPORT
Printed materials	<p>Regarding magazines: Digitalization of the insertion or original printed insertion in which the date and name of the media are included; in case the insertion does not specify it, the cover of the magazine shall be included.</p> <p>For press: E-sheet of the publication (letter sized) or original.</p> <p>For both it is required that the name of the medium and the date of publication be clearly observed.</p>
Television	<p>Log or transmission report of the printed medium (invoice/affidavit). The logbook of the medium shall describe in detail the number of spots, duration, date, channel, place and time.</p> <p>When it is an integrated product, the digital file containing the transmission shall be delivered. Example: mentions, audio additions.</p>
Radio	<p>Logbook or transmission report of the medium (invoice/affidavit), with number of spots/integrated product, duration, date, station, date, place and time. Additionally, the digital file is required for integrated product.</p>
External Media	<p>Log or report on the medium's letterhead paper and subscribed by it detailing the placement site, time, format.</p>
Non-Traditional Media	<p>Ad-serving report, including the number of printouts, number of clicks and CTR for each space contracted, among others that THE BOARD may define.</p> <p>Screen printout per site, as example of campaign.</p> <p>The report and the screen printouts shall be delivered in print.</p> <p>In campaigns where the technology does not permit enabling the Ad-serving service, the verification format shall be determined with THE BOARD.</p>

In both cases, "THE AGENCY" shall verify the execution of the services no later than 50 (fifty) days counted from the last day of execution of the campaign.

Should the campaign last more than four months, campaign cuts shall be made every four months on the basis of the authorized executed guideline.

Communication and Public Relations:

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"THE AGENCY" shall deliver to "THE BOARD" reports in Spanish, in electronic and printed format, on the basis of its Technical Proposal. Said reports shall be delivered to the Executive Country Brand Bureau and/or of the Regional Management Bureau for the Americas and/or of the Regional Management Bureau for Europe and the Rest of the World within a period no longer than 30 calendar days after the execution of the actions.

Also, it shall elaborate an executive record of the results of the actions executed including examples of the advertising campaigns implemented in traditional and non-traditional media. This record shall be delivered in Power Point format and printed within twenty calendar days following the termination of the agreement.

"THE BOARD" may request the elaboration of any other report and the modification of the number and/or format, and should this be the case it shall previously notify "THE AGENCY" in writing.

When force majeure or acts of God should happen, or situations of a financial or administrative character, foreign to "THE AGENCY", prevent it from complying with the deadlines established in this clause, "THE BOARD" may extend said deadline for a period up to 45 (forty five) calendar days, with a prior written request duly founded by "THE AGENCY" within five calendar days before the corresponding deadline is due.

When due to the usages or customs of the countries in the object of this agreement, verification of the services through the proof established in this Clause cannot be made, "THE AGENCY", through a prior written request, shall submit the manner of verification in the corresponding country to the approval of the head of the Executive Country Brand Bureau and/or of the Regional Management Bureau for the Americas and/or of the Regional Management Bureau for Europe and the Rest of the World.

In no case may "THE AGENCY" suspend or cancel hired work when due to the unfulfillment under its charge established in this agreement, "THE BOARD" cannot physically pay the amounts herein agreed to.

The parties agree that "THE BOARD" may make adjustments to the procedure mentioned in this clause in case the applicable tax provisions are modified, or according to "THE BOARD's" needs.

FIFTH.- PERFORMANCE GUARANTEE. In order to guarantee the performance of the obligations set forth herein, "THE AGENCY" shall provide a surety bond issued by a Mexican Surety Institution, a letter of credit issued by an international or foreign banking institution, or a certified check payable in Mexico by a national

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institution or an affiliate of the issuing bank to THE BOARD", within ten calendar days following the execution of this agreement. Any of the above documents shall be issued in favor of the Consejo de Promoción Turística de México, S.A. de C.V. for the 10% (ten per cent), without including value added tax (VAT), of the total maximum amount agreed to in Clause Second herein.

If "THE AGENCY" decides to deliver a surety bond or a letter of credit as mentioned in the previous paragraph, it shall include the following specifications:

- I. Be issued in favor of the Consejo de Promoción Turística de México, S.A. de C.V.
- II. Mention the name of "THE AGENCY".
- III. Indicate the total amount guaranteed in number and in writing.
- IV. Indicate the number, purpose and date of the contract.
- V. Mention that it is granted in order to guarantee the performance of each and every of its obligations.
- VI. That it is granted in terms of the mentioned contract and its Exhibits.
- VII. That it is granted in order to guarantee the due performance of the guaranteed contract and the Exhibits thereof, as well as for any responsibility resulting from its execution.
- VIII. That in case there is an extension of the contract's term, the term of the international letter of credit will automatically be extended accordingly.
- IX. That it may only be cancelled through written notification from the Consejo de Promoción Turística de México, S.A. de C.V.
- X. That it shall remain in effect from the date of issuance, during the contract's term and during the presentation of all the legal proceedings and appeals presented up until there is a definitive sentence, in such a way that its term may not be constrained to the execution term of the main agreement or the source of the obligations.

If increases are agreed to the amount of goods of services requested, according to the twenty-third clause hereunder, "THE AGENCY" shall raise the amount of the performance guarantee in the same proportion as the increase granted.

The term of the surety bond, letter of credit or certified check shall be effective until the contract's purpose is entirely fulfilled and "THE BOARD" issues a written letter of satisfaction thereof, that is, until "THE BOARD" considers that each and every obligation has been fulfilled. The surety bond, the letter of credit or the certified check may only be cancelled by means of a written communication from "THE BOARD".

Consequently, the surety bond, letter of credit or certified check shall guarantee the total performance of the obligations during the term of the agreement, as well as after it, in case there is any obligation pending in the opinion of "THE BOARD".

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SIXTH.- LINKS. The parties agree that the persons in charge of executing, supervising and monitoring the services referred to in this agreement are the following:

- a).- For "THE BOARD", the Person in charge of the Executive Country Brand Bureau; the Regional Manager for the Americas, and the Regional Manager for Europe and the Rest of the World within the scope of their respective attributions.
- b).- "THE AGENCY's" personnel responsible for executing the services matter of this Contract are mentioned in EXHIBIT II hereof.

"THE AGENCY's" personnel in charge of executing the Services subject matter of this agreement shall devote 100% (one hundred per cent) of their time to the attention of "THE BOARD's" account and shall render their services in the timetables and according to the vacation periods agreed with "THE BOARD".

"THE AGENCY's" personnel may be substituted upon "THE BOARD's" previous written authorization, and "THE BOARD" may reject any candidate proposed by "THE AGENCY".

SEVENTH.- COMMUNICATIONS. The communications between the parties shall be made in writing and addressed to at least one of the links appointed by the parties in the previous clause, according to the following:

- I. For "THE BOARD", communications shall be directed to the electronic mails jdiaz@sectur.gob.mx, alfonso.sumano@promotur.com.mx, mdiazcebrian@promotur.com.mx and physically delivered to THE BOARD's address mentioned in recital I.VIII herein with acknowledgement of receipt, and will be deemed as given on the day of receipt thereof by the addressee, prior verification or confirmation.
- II. For "THE AGENCY", communications shall be directed to the electronic mail david.mcconnaughey@ogilvypr.com; andrew.kochar@ogilvypr.com and will be deemed as sent on the day of receipt thereof by the addressee, prior verification or confirmation.

In the event any of the parties modifies or incorporates telephone numbers or electronic addresses, a simple written notification to the other party, with at least five calendar days in advance, will suffice for the change to be duly formalized.

EIGHTH. – SUPERVISION AND ACCEPTANCE OF THE SERVICES. "THE BOARD" shall verify the compliance of the Contract's subject matter through the personnel appointed as link in the previous sixth clause.

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The foregoing, without affecting THE BOARD's right to revise at any time during the term of this agreement through its General Manager, Assistant General Manager, Executive Administration and Finances Manager, the Head of THE BOARD's Internal Control Body of "THE BOARD" or the persons appointed for that purpose, in order to corroborate the application of the resources, the verification thereof and the benefits obtained by "THE AGENCY" for "THE BOARD".

NINTH.- INFORMATION AND REPORTING. "THE AGENCY" shall present the reports to the Executive Country Brand Bureau of "THE BOARD" in Spanish, electronically and in written form, the following reports for the case of Traditional and Non-Traditional Media:

1. Follow up and advance of campaigns reports, as well as budget reports requested by THE BOARD to THE AGENCY,
2. Minutes of the meetings, conference calls and videoconference calls that "THE AGENCY" holds with officers of "THE BOARD". These shall be no later than the second day after such meetings are held.
3. Campaign closing. It shall include the strategy and plans for the media, Post Buy analysis, summary of the aggregated values, creativities, and all other information related to the rendering of the service.

"THE AGENCY" shall deliver to the Executive Country Brand Bureau of "THE BOARD" in electronic and printed format and in Spanish the following reports for the case of Communication and Public Relations:

1. Follow up and reports of executed actions on the basis of the Technical Proposal by "THE AGENCY", as well as physical-financial monthly reports according to the exercise of the budget
2. Minutes of the meetings, conference calls and videoconference calls that "THE AGENCY" holds with officers of "THE BOARD". These shall be no later than the second day after such meetings are held.

TENTH. – PATENTS, TRADEMARKS, COPYRIGHTS AND INTELLECTUAL PROPERTY. "THE AGENCY" property shall be defined as all software applications, databases, computer programs (including source code and object code for any such programming), and executable code (collectively "Code") as well as other creative content, methodologies and materials in existence prior to this Agreement (or created outside the scope of this Agreement) and all Code or portions thereof developed or provided by "THE AGENCY" hereunder, excluding

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any materials provided by "THE BOARD". "THE AGENCY" shall be responsible for obtaining all the authorizations or registrations required for the execution of the services subject matter of this agreement, regarding the use of trademarks and patents, as well as of works of any type that are protected by copyrights according to the laws and regulations of the countries involved. Likewise, "THE AGENCY" shall be responsible for complying with the obligations deriving from authorizations or records granted, pursuant to the respective laws and regulations.

Moreover, THE AGENCY shall be the only one responsible for complying with the obligations and obtaining the records, certifications, patents, etc. required in the field of intellectual and industrial property due to the rendering of the services referred to herein, pursuant to the laws and regulations applicable in the countries where the services are to be rendered, or that are required in order to safeguard the rights of the goods in favor of "THE BOARD" generated by the rendering of services; as well as the campaign slogans used by "THE BOARD" in the markets where the services matter of this contract are rendered.

These records, certificates, patents, etcetera shall be registered within fifteen working days after the Contract's execution, or within 15 working days after generating a product, the intellectual property of which should be recorded or "THE AGENCY" is informed of the need to register a new campaign slogan.

"THE AGENCY" shall observe the characteristics described in the trademark use license agreement and in the "Mexico brand use outline" attached as **Exhibit II** herewith and in any other graphic guideline indicated by "THE BOARD"; in the understanding that "THE AGENCY" may not use its own logo, brand or letterhead in the materials and stationery used for the presentations of communications made in the name of "THE BOARD".

"THE BOARD" shall be the titleholder of the copyrights and property rights of the databases and any type of material, either printed, audiovisual or of any kind, produced as a result of the rendering of the services matter of this agreement, which services have already been paid by "THE BOARD", except for those materials over which third parties already have the copyrights or property rights, situation that "THE AGENCY" shall inform "THE BOARD". In any case, "THE AGENCY" has the ineludible obligation to research and inform "THE BOARD" about the conditions of use and restriction of intellectual rights that may exist in relation to the materials produced under this contract. Therefore, in case it omits such research and information, it shall be the only person responsible for breaches to intellectual rights that could happen, even after the term of this Contract has ended, having the obligation of holding "THE BOARD" harmless from such liability against third parties.

With respect to the register of brands, campaign slogans or copyrights or other similar matters, "THE AGENCY" shall inform in writing to "THE BOARD" that the register proceeding has started within the next fifteen working days, and once the

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corresponding record is obtained, shall send "THE BOARD" the original and/or certified copy of the proof of record within 10 days following its procurement.

Likewise, it agrees not to use the Mexico trademark and the design and campaign slogans in the markets target of the services rendered hereunder if it has not previously registered the trademark and the campaign slogans.

"THE AGENCY" may use the photos, images and in general any photographic, video recorded or film material that have no restrictions belonging to "THE BOARD", as well as those that are not of property of "THE BOARD" and that it considers as necessary for achieving the purposes hereof, ensuring their use, without restrictions in all the media including the internet and any other current or future technological media.

ELEVENTH.- DELIVERY AND PROPERTY OF MATERIALS. THE BOARD" shall lend "THE AGENCY" the materials owned by it that it considers as necessary for executing the Services subject matter of this agreement, and for that purpose it shall prepare the corresponding delivery-reception certificates.

As of the moment, "THE AGENCY" receives the material, it shall permanently update the inventory of goods owned by "THE BOARD" as well as of those goods produced by virtue of this contract, which shall be property of "THE BOARD"; thus, "THE AGENCY" hereby agrees to preserve them, manage them and, if appropriate, update them, according to the instructions given by "THE BOARD" to that end.

Under no circumstance during the term of this agreement or at any time afterwards, shall "THE AGENCY" use or dispose to its own advantage of the goods or rights produced or obtained under this contract, or of those that are provided to "THE AGENCY" for attaining the objective of this legal relation and that are owned by "THE BOARD".

"THE AGENCY" agrees to keep the material furnished by "THE BOARD" in optimal conditions, but "THE AGENCY" shall not be responsible for the tear and wear due to its normal use or the simple passing of time.

At the end of the term of this agreement, or whenever "THE BOARD" requests it, it shall assume all the rights and liabilities contracted in its name and representation; therefore, "THE AGENCY" shall transfer them, being responsible for hidden defects. Likewise, "THE AGENCY" shall deliver "THE BOARD" a list of all the materials and rights derived from the actions referred to hereunder.

At the end of the term hereof or when "THE BOARD" so requires it, as long as such delivery does not prevent the due rendering of the hired services and/or the achievement of the goals and purposes mentioned herein, "THE AGENCY" shall deliver and transfer to "THE BOARD" the materials and rights of any kind produced or acquired under this instrument or those delivered for its fulfillment and are listed

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in its inventories, to the person and at the place indicated by "THE BOARD"; for which "THE AGENCY" shall carry out all the necessary actions. The cost for the materials' delivery and shipping shall be paid by "THE BOARD" with resources different from those of the campaigns subject matter of this Contract and according to the applicable regulations.

TWELFTH.- CONVENTIONAL PENALTIES. Whenever "THE AGENCY" does not meet the date of delivery of the goods or services, or does not fulfill its obligations under this agreement due to causes attributable to it, it shall be subject to the application of penalties or deductions, respectively, according to the following:

- I. In the event of delays in the delivery of goods and/or services, a daily penalty of 1% (one per cent) on the value of the goods or services not delivered on time shall be applied for each working day of delay, without including the Value Added Tax.
- II. In the event of delay in the verification of rendered services, a deduction to the payment of the daily 0.5% (zero dot five percent) for each working day of delay on the value of the goods or services not timely verified, without including the Value Added Tax. For these purposes, the delay in the verification by advertising media when it is credited that the service was rendered according to the foreseen terms and conditions, shall not be considered as such.
- III. Deductive Penalty corresponding to 1% (one percent) of the total amount of the monthly fee of "THE AGENCY" for each omission of payment to a medium. "THE AGENCY" shall pay the medium, no later than 45 calendar days counted from the moment it receives payment of the invoice from "THE BOARD". Payment omission shall be considered to exist once the mentioned period has elapsed.

"THE BOARD" shall make this penalty effective only when the medium reports and evidences to "THE BOARD" said breach and having "THE BOARD" notified "THE AGENCY", the latter does not pay to the medium or clarify the situation after three working days counted from said notification.

- IV. Deductive penalty corresponding to 1% (one percent) of the total amount of "THE AGENCY's" monthly fees per non-delivered report.
- V. Deductive penalty corresponding to 1% (one percent) of the total amount of "THE AGENCY's" monthly fees for the breach to "THE AGENCY's" obligation to devote 100% (one hundred percent) to "THE BOARD's" account the personnel required by the latter, for the rendering of the service subject matter of this agreement.

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Applied conventional penalties shall not exceed a maximum amount of 10% (ten percent) of the total amount of the maximum budget for the agreement.

The Executive Country Brand Bureau shall be responsible for requesting the Financial Resources Bureau the elaboration of the calculation of the conventional penalty to be applied by means of a note of credit in the invoice to be paid corresponding to the fees of the month following its determination.

Payment for the services shall be proportionately conditioned to the payment that "THE AGENCY" shall make due to the contractual penalties into which it has incurred, in the understanding that in the event this agreement is rescinded, the collection of such concepts will not apply, nor the accounting thereof for executing the compliance guarantee.

In order to apply the contractual penalties mentioned in this Clause, "THE BOARD" shall notify in writing to "THE AGENCY" through certified mail or personal delivery at its domicile with acknowledgement of receipt, with the effects of a summons, whereby it shall mention the noncompliance incurred into and the resulting contractual penalties. "THE AGENCY" shall have a maximum term of ten working days starting from the requirement's receipt to correct its noncompliance, stating what it deems to be in its benefit. Afterwards, "THE BOARD" shall make a decision applying, the contractual penalties that may correspond, which shall be communicated to "THE AGENCY" through a communication grounded in law and fact whereby "THE AGENCY" will be granted ten working days for making the corresponding payment in cash or by means of an order check, or it may be discounted from pending payments owed to the latter through notes of credit.

If THE AGENCY's noncompliance continues, or if the maximum application amount of the contractual penalties has been depleted, "THE BOARD" may start the proceeding for rescinding this instrument, according to clause fourteenth hereof.

THIRTEENTH.- CAUSES OF ADMINISTRATIVE RESCISSION. The parties agree that "THE BOARD" may administratively rescind this contract without any judicial sentence or arbitration resolution, should any of the following events occur:

- I. If "THE AGENCY" does not present the compliance guarantee within ten calendar days following the execution of this agreement.
- II. If "THE AGENCY" does not render the services on the agreed dates and according to the provisions of this agreement and its Exhibits.
- III. If "THE AGENCY" suspends the services without justification.
- IV. If "THE AGENCY" does not substitute the services justifiably rejected and according to this contract and its Exhibits.
- V. When the maximum limit of contractual penalties or payment deductions is reached.

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- VI.** If "THE AGENCY" does not grant the necessary cooperation and data for inspecting, monitoring and supervising the services.
- VII.** If "THE AGENCY" provides false information and/or acts with willful misconduct or in bad faith in any hiring procedure, in the execution of the contract or during the term thereof.
- VIII.** In case the proper authority declares "THE AGENCY" under an insolvency proceeding or there is any other situation that affects its assets in any way that prevents it from fulfilling its obligations.
- IX.** For breaching the terms and obligations contained herein or in the Exhibits hereof.

In the event "THE AGENCY" incurs in any of the aforementioned grounds for rescission, "THE BOARD" shall commence the administrative rescission proceedings according to the following clause.

FOURTEENTH.- ADMINISTRATIVE RESCISSION PROCEEDINGS. Should any of the previous rescission events foreseen in the previous clause occur, "THE BOARD" shall start the administrative rescission procedure at any time after such noncompliance, without the need of judicial intervention or arbitration resolution, pursuant to the following procedure:

- I.** It shall commence from the moment "THE AGENCY" is informed in writing of the infringement it has incurred in, so that within a term of five working days, starting from the date it receives that communication, it replies what it deems to be in its interest and, if applicable, presents the evidence it considers appropriate.
- II.** When the above term has elapsed, "THE BOARD" shall have a term of fifteen days to make a decision, taking into consideration the arguments and evidence presented by "THE AGENCY". The decision to rescind the contract or not shall be duly grounded in law and fact and communicated to "THE AGENCY" within such term.
- III.** The corresponding settlement shall be established when the contract is terminated, so that the payments payable by "THE BOARD" for goods received or services rendered up to the rescission are recorded.

Once "THE BOARD" has commenced a conciliation proceeding, it may suspend the rescission proceedings at its own risk.

The initiated proceedings shall cease if the goods are delivered or the services are rendered before the determination to rescind the contract is reached, as long as "THE BOARD" previously accepts them and verifies that they are still needed, applying, if applicable, the corresponding contractual penalties.

"THE BOARD" may determine not to rescind the contract when it realizes during the proceedings that the rescission could harm or affect the functions it has to

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perform. In this event, "THE BOARD" shall prepare an opinion in order to justify that the economic impacts caused by the rescission would be more burdensome.

If "THE BOARD" decides not to terminate the contract, it shall establish another term with "THE AGENCY" for correcting the infringement that motivated the proceedings. The amendment agreement executed for that purpose shall comply with the conditions included in the last two paragraphs of article 52 of the Government Procurement Law.

If due to a delay in the delivery of the goods or the rendering of the Services, or because the rescission proceedings take place in a fiscal year different to that in which the contract was awarded, "THE BOARD" may receive the goods or Services as long as it previously verifies that they are still needed and that it has the budgetary allocation and availability in that fiscal year to cover them; in that case, the contract's term shall be modified with the originally agreed prices. Any agreement contrary to this Clause shall be invalid.

In case "THE BOARD" decides to terminate this Contract, it shall proceed to execute the compliance guarantee included in the Fifth Clause hereof, proportionally to the amount of the breached obligations.

The Contract's execution implies the parties' express acceptance and subjection to the administrative rescission procedure set forth in this numeral.

FIFTEENTH.- CONTRACT SETTLEMENT. "THE BOARD'S" Executive Country Brand Bureau and the Regional Management Bureau for Europe and the Rest of the World shall carry out a reconciliation with "THE AGENCY" for such purposes and shall perform the following activities:

- I. Revision of invoices paid;
- II. Revision of payable invoices;
- III. Revision of invoices in process; and
- IV. Pending balance to be paid according to the budget determined in the contract or agreement.

Along with "THE AGENCY", "THE BOARD'S" Executive Country Brand Bureau and the Regional Management Bureau for Europe and the Rest of the World shall hold a meeting in order to draw up a document evidencing the delivery of goods and services that are the subject matter of the contract, as well as a document evidencing non-indebtedness, which shall be delivered to the Financial Resources Bureau.

A copy of the reconciliations referred to in the present clause, as well as of the document of delivery of goods and services subject matter of this contract, shall be provided to the Financial Resources Bureau, part of the Executive Administration and Finances Bureau.

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SIXTEENTH.- TRANSFER OF RIGHTS. "THE AGENCY" is bound not to transfer to third parties, whether they are individuals or legal entities, its rights and obligations resulting hereunder, except for the collection rights derived from rendering the services covered herein. In this case, "THE AGENCY" shall be authorized to do so in writing by "THE BOARD".

SEVENTEENTH.- SUBSIDIARIES AND/OR ASSOCIATES OF "THE AGENCY". The parties accept and acknowledge that, since the services to be rendered by "THE AGENCY" will be provided abroad, it may perform them with its own means or through any of its subsidiaries and/or associates. This fact shall not be considered to be subcontracting for the purposes of the present contract.

Furthermore, the fact that services that should be rendered by its subsidiaries or associates, as well as the purchase of traditional and non traditional media, communication and public relations, understanding as such those which are normally required for the execution of the object of this agreement, such as the elaboration and follow up of informative materials, printing, production, distribution, logistics, transportation, design, among others, are outsourced shall not be considered a subcontracting action on the part of "THE AGENCY".

In spite of the above, "THE AGENCY" shall be the sole person liable before "THE BOARD" for the compliance of all and every obligation resulting from the present contract. Non-compliance of THE AGENCY'S obligations by any of its subsidiaries and/or associates shall be attributable only to the latter and, should it be the case, the contractual penalties set forth in this contract shall be applied only against "THE AGENCY".

EIGHTEENTH.- CONFIDENTIALITY. The Parties agree to keep an absolute confidentiality with respect to the services matter of this Contract, except for that information that is already public or that is necessary for the performance thereof; therefore, they agree not to release, nor to divulge to third parties, unless they are expressly authorized by the other party, any documentation and/or information related to the service, as well as the final results that are generated in connection thereof, with the exception of the data and reports that, if applicable, are required by the Public Service Ministry of Mexico and the information mentioned in article 12 of the Federal Law of Transparency and Access to Government Public Information.

NINETEENTH.- LABOR RELATIONS. As entrepreneur and employer of the personnel being hired to provide the services subject matter of the present contract, "THE AGENCY" shall be the sole person responsible before its workers and it is therefore bound to undertake all the obligations resulting from the legal provisions and other legal ordinances regarding labor issues, as well as the social security rights they are entitled to. Furthermore, "THE AGENCY" binds itself to reply to any controversies or litigations filed by its workers against it or against "THE BOARD" due to the services subject matter of this contract. If it should be proved guilty by a final judgment to pay or compensate anybody, "THE AGENCY" is bound, within the 24 hours following the execution requirement notice, to provide

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"THE BOARD" with the resources necessary to comply with the final judgment to be executed.

TWENTIETH.- This contract shall be valid from March 1 to December 31 of 2011.

Furthermore, once this contract has expired, THE AGENCY shall comply with its pending obligations before THE BOARD or third parties and provide THE BOARD with substantiating documents that may be pending according to the terms and conditions set forth for such a purpose in this contract.

"THE BOARD" shall in turn pay the invoices duly authorized by the area responsible for their validation and follow-up that are submitted after December 31, 2011 and which are within the terms established in the present contract.

TWENTY-FIRST.- EARLY TERMINATION. "THE BOARD" may decide to terminate early the present contract without liability, without the need of legal ruling, due to general causes or when due to justified causes the need to request the services hired hereunder is extinguished, and it is evidenced that, should the compliance with the agreed obligations continue,, this would damage or harm "THE BOARD", or that the full or partial nullity of the actions that gave origin to the agreement is determined due to the resolution to a reconsideration appeal or to an official intervention issued by the Public Service Ministry of Mexico.

In such a case, "THE BOARD" shall notify "THE AGENCY" in writing about such a situation at least 10 (ten) calendar days in advance.

In this case, "THE BOARD" shall reimburse "THE AGENCY" for non-recoverable expenses in which it has incurred, provided that these are reasonable, duly substantiated, and directly related to the present contract.

Furthermore, "THE BOARD" shall pay "THE AGENCY" its fees, considerations, and those expenses in which the latter has incurred or was bound to make pursuant to the present contract and which had not been covered to the time of the actual termination.

If it is the case, "THE AGENCY" shall charge back the amounts it had received from "THE BOARD" and that had not been amortized pursuant to what is set forth in the present contract up to the time of the respective notice and they shall be made available to "THE BOARD" through a wire transfer to an account previously indicated in writing.

Once the duration of this contract is concluded for any reason whatsoever, "THE AGENCY" shall comply with its pending obligations before "THE BOARD" or third parties and shall provide "THE BOARD" with substantiating documents that may be pending according to the terms and conditions set forth for such a purpose in this contract.

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TWENTY-SECOND-. SERVICE SUSPENSION. In case of force majeure or acts of God in rendering the service, "THE BOARD", at its own risk, may cease the rendering of services. In such a case, only the ones that had been actually rendered shall be paid and, if it is the case, non-amortized payments in advance shall be reimbursed.

If the suspension is due to causes attributable to "THE BOARD", it shall cover non-recoverable expenses during the suspension term. Such expenses shall be those resulting from the suspension, provided that they are duly substantiated and are directly related to the subject matter of the contract. No service shall be paid if it is not related to the contract.

In any of the cases mentioned by this clause, the parties shall agree the suspension term. At the end of such a term, the anticipated termination of the contract may begin.

TWENTY-THIRD.- AMENDMENTS. According to the available budget approved, "THE BOARD" may, under its sole liability and due to justified and explicit reasons, determine an increase to the contract price or to the amount of goods, leases or services requested, by means of amendments to the corresponding contracts, provided that the amendments do not exceed, on the whole, twenty percent of the amount or sum of the items or volumes originally set forth and the price for the goods, leases or services is equal to the one originally agreed upon.

If "THE AGENCY" evidences that there are justified causes in THE BOARD'S opinion, that prevent it from complying with the full delivery of the services according to the contract, "THE BOARD" may modify it, provided that it does not exceed ten percent of the total contract price.

"THE BOARD" shall formalize any amendments made to the contract in writing. The corresponding legal instruments shall be underwritten by the public officer who had done it in the contract or a replacement or who is entitled to do so.

"THE BOARD" and THE AGENCY shall refrain from making amendments related to prices, gradual payments, specifications and, in general, any changes implying granting more favorable conditions to THE AGENCY, compared to the ones originally established in this contract.

TWENTY-FOURTH- ACTS OF GOD OR FORCE MAJEURE. Non-compliance with the obligations set forth in this contract due to acts of God or force majeure shall not be a cause of contractual liability for any of the parties and both parties shall have the right to suspend the obligations herein set forth, with previous notice in writing to the other party, within a term no longer than ten business days starting from the time in which such a circumstance is known.

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TWENTY-FIFTH – HIDDEN DEFECTS. "THE AGENCY" binds itself before "THE BOARD" to answer for hidden defects in the goods and in the quality of the services resulting or performed under the present contract and its Exhibits, as well as any other liabilities incurred during the validity term of this contract and up to ninety calendar days following the its termination, with the obligation to pay "THE BOARD" the corresponding compensation when it is required by it.

For the purposes of the present contract, hidden defects mean the defects existing in the goods being provided which make them unsuitable for the uses foreseen in this contract.

TWENTY-SIXTH – LIMITATION OF LIABILITY. In no event shall either party be liable to the other for any special, indirect, incidental, consequential, exemplary or punitive damages or losses which maybe suffered by either of them with respect to the subject matter hereof, whether such damages arise under this contract, tort, or other cause of action, even if such party has been advised of the possibility of such damages. Such damages include, but are not limited to, compensation, reimbursement or damages on account of profits, expenditures, investments or present or future commitments, whether made in the establishment, development or maintenance of business reputation or goodwill. Except as expressly provided herein, neither party makes any warranty, express or implied, regarding the products or services to be provided hereunder or that any software or other electronic devices provided or created on the internet or published by THE AGENCY will be error free or operated without interruption, and the warranties of title, merchantability and fitness for a particular purpose are expressly excluded. THE AGENCY'S total, aggregate liability for all claims arising in connection with this agreement shall not exceed the total of the payments received and retained by THE AGENCY under this agreement as THE AGENCY'S fee and THE AGENCY'S liability for any specific claim shall not exceed the payments received and retained by THE AGENCY as its fee for the products or services with respect to which the particular claim is made. Claims for damages must be made within one (1) year after the incident to which they relate or be forever barred.

TWENTY-SEVENTH. – DISPUTES WITH THIRD PARTIES. Both parties agree to defend and hold each other harmless, as well as their parent, subsidiaries, affiliates, employees, officers, directors, shareholders, licensees, assignees and representatives from and against all liabilities, damages or expenses, including reasonable attorneys' fees and costs in which they may incur as the result of any claim, suit or proceeding arising out of (i) any breach or alleged breach of THE BOARD'S or THE AGENCY'S, representations, warranties, covenants or obligations under this Agreement and/or THE BOARD'S or THE AGENCY'S, negligence or willful misconduct, as applicable; (ii) any advertising or other forms of communication approved prior to their release by THE BOARD or THE AGENCY, as applicable; (iii) the products, programs or services of THE BOARD or THE AGENCY, as applicable; (iv) actions by THE AGENCY or THE BOARD undertaken with the approval of the other, as applicable; or (v) any investigation of

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the acts or practices of THE BOARD or THE AGENCY including any costs or expenses related to compliance with any third party subpoena or other discovery request.

TWENTY-EIGHTH. – PROCEDURES REGARDING DISPUTES WITH THIRD PARTIES. Within ten (10) days of the assertion of any claim or the commencement of any suit or proceeding against THE BOARD or THE AGENCY by a third party that may give rise to liability of THE BOARD or THE AGENCY hereunder, the affected party shall notify the liable party of the existence of such claim, suit or proceeding and shall give the liable party a reasonable opportunity to defend and/or settle the claim at the liable party's own expense and with counsel of its own selection. The affected party shall at all times, and at its own cost, have the right to fully participate in any settlement that it reasonably believes would have an adverse effect on its business. The affected party shall make available to the liable party all books and records relating to a claim, suit or proceeding (subject to the confidentiality provisions hereof), and the parties agree to render to each other such assistance as reasonably may be requested to ensure a proper and adequate defense. The liable party shall not settle any claim, suit or proceeding that might give rise to liability of the affected party hereunder without the prior written consent of the latter; such consent shall not to be unreasonably withheld.

TWENTY-NINTH. – DISPUTE RESOLUTION. The parties agree that they shall try to solve jointly any dispute regarding the interpretation and compliance of this Contract that may arise, and only in case the controversy subsists, it shall be resolved through arbitration performed pursuant to the Arbitration Regulations of the United Nations Commission on Trade Law (UNCITRAL).

In case of a conflict between the UNCITRAL'S Arbitration Regulations and the Contract's provisions, the Contract shall prevail.

THIRTIETH.- EXHIBITS. The parties acknowledge that the present contract is made up of thirty-one clauses and three Exhibits, which have been duly signed by the parties and are described as follows:

EXHIBIT	CONTENTS
I	TECHNICAL AND ECONOMIC PROPOSAL OF "THE AGENCY"
II	USE GUIDE OF THE "MEXICO" TRADEMARK

The parties agree that in case of controversies between what is set forth in the exhibits and the clauses of the present contract, they shall be bound by the clauses of the contract.

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THIRTY-FIRST – GOVERNING LAW. This agreement shall be interpreted and governed by the laws of the State of New York in the United States of America, without regard to its conflict of laws principles. All disputes, controversies or disagreements that may arise between the parties, in relation to or in connection with this Agreement, or with the breach hereof shall be finally settled by arbitration. Three (3) arbitrators in New York, New York in the United States of America shall conduct the arbitration. The award rendered by the arbitrators shall be final and binding upon both parties.

The present agreement was read and agreed by the parties regarding its contents and legal force, and has been executed in three counterparts in the City of New York, United States of America, on February 28, 2011.

FOR “THE BOARD”

FOR “THE AGENCY”

**Gloria Rebeca Guevara Manzo
General Manager**

**Mr. Andrew Kochar
Legal Representative**

**Jaime Diaz Arciga
Person in charge of the Executive
Country Brand Bureau
Person responsible for the execution
and follow up of this contract**

**Alfonso Sumano Lazcano
Regional Director for the Americas.
Person responsible for the execution
and follow up of this contract**

**Manuel Diaz Cebrian
Regional Director for Europe and the
Rest of the World
Person responsible for the execution
and follow up of this contract**

Contract No. DRA/02/2011

LEGAL REVISION

**Jorge Mezher Rage
Office Manager of the Executive
Legal Bureau
Person responsible for the legal
revision of this contract**

**THIS SIGNATURE PAGE IS PART OF THE SERVICE RENDERING CONTRACT NUMBER DRA/02/2011,
EXECUTED BY AND BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V.
AND THE COMPANY OGILVY PUBLIC RELATIONS WORLDWIDE INC, DATED FEBRUARY 28, 2011.**

Contract No. DRA/02/2011

EXHIBIT I

OF THE SERVICE RENDERING CONTRACT NO. DRA/02/2011 EXECUTED BY AND BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND THE COMPANY OGILVY PUBLIC RELATIONS WORLDWIDE INC.

TECHNICAL AND ECONOMIC PROPOSAL OF "THE AGENCY"

FOR "THE BOARD"

FOR "THE AGENCY"

**Gloria Rebeca Guevara Manzo
General Manager**

**Mr. Andrew Kochar
Legal Representative**

**Jaime Diaz Arciga
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Contract No. DRA/02/2011

EXHIBIT II

OF THE SERVICE RENDERING CONTRACT NO. DRA/02/2011 EXECUTED BY AND BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. AND THE COMPANY OGILVY PUBLIC RELATIONS WORLDWIDE INC.

USE GUIDE OF THE "MEXICO" TRADEMARK

FOR "THE BOARD"

**Gloria Rebeca Guevara Manzo
General Manager**

**Jaime Diaz Arciga
Person in charge of the Executive
Country Brand Bureau
Area responsible for managing and
supervising the performance of this
contract**

**Alfonso Sumano Lazcano
Regional Director for the Americas
Person responsible for the execution
and follow up of this contract**

**Manuel Diaz Cebrian
Regional Director for Europe and the
Rest of the World
Person responsible for the execution
and follow up of this contract**

LEGAL REVISION

FOR "THE AGENCY"

**Mr. Andrew Kochar
Legal Representative**

Contract No. DRA/02/2011

**Jorge Mezher Rage
Office Manager of the Executive
Legal Bureau
Person Responsible for the legal
revision of this contract**

**THIS SIGNATURE PAGE IS PART OF THE SERVICE RENDERING CONTRACT NUMBER DRA/02/2011,
EXECUTED BY AND BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V.
AND THE COMPANY OGILVY PUBLIC RELATIONS WORLDWIDE INC, DATED FEBRUARY 28, 2011.**

Contract No. DRA/02/2011

Version 28/02/2011 11:40 am

Contract No. 129/2011

SERVICE CONTRACT NUMBER 129/2011 EXECUTED BY AND BETWEEN THE CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. (KNOWN IN ENGLISH AS MEXICO TOURISM BOARD), HEREIN REPRESENTED BY LICENTATE MARTHA VERONICA ESTRADA DIAZ, ACTING IN HER CAPACITY AS ADMINISTRATION AND FINANCES DIRECTOR AND LEGAL REPRESENTATIVE, AND, ON THE OTHER HAND, THE COMPANY OGILVY PUBLIC RELATIOS WORLDWIDE INC, THROUGH ITS LEGAL REPRESENTATIVE ANDREW KOCHAR, HEREINAFTER AND FOR THE PURPOSES OF THIS CONTRACT SHALL RESPECTIVELY BE "THE BOARD" AND "THE SUPPLIER", PURSUANT TO THE FOLLOWING RECITALS AND CLAUSES:

RECITALS

I. "The Board" represents that:

- I.1** It is a company with a majority government-held interest of Mexico's Federal Public Administration, incorporated by means of public deed No. 39,873, attested by the notary public No. 32 of the Federal District, Francisco Jacobo Sevillano González, Esq., recorded in the Federal Property and Commerce Registry, under the commerce folio number 257,243, dated December 9, 1999; with the attributions and powers conferred by the General Tourism Law, and other applicable legal provisions, and within its corporate purpose it may execute every necessary act and contract for the performance of its purposes.
- I.2** Licentiate Martha Verónica Estrada Díaz proves her capacity with the deed of the notarized Power of Attorney number 57,170 dated November 22, 2010, attested by the notary public No. 32 of the Federal District, Francisco Jacobo Sevillano González, Esq., therefore she has all the legal powers to represent "THE BOARD" in acts of administration; these powers have not been revoked, modified or limited in any way.
- I.3** She executes this contract in her capacity as "THE BOARD'S" legal representative, pursuant to the powers granted in article 41, fraction XXV of the Organic Law of the Consejo de Promoción Turística de México, S.A. de C.V. (Mexican Tourism Board), for the administration and verification thereof to be performed by Lic. Gerardo Alberto Llanes Alvarez, Marketing Director and Lic. Yadira López Salas, Communication Coordinator of "THE BOARD", according to the penultimate paragraph of article 84 of the Regulations of the

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Government Procurement Law (Ley de Adquisiciones, Arrendamientos y Servicios del Sector Público).

- I.4 This contract was awarded through the decision issued by "THE BOARD" on September 2, 2011, in the Joint International Public Bid No. -LA-021W3J001-119-2011, convened in terms of articles 26, fraction I, 26 Bis, fraction III, 28, fraction III, 29, 30 and 47 of the Government Procurement Law, the Invitation to Bid and the Minutes of the Clarification Meetings are included herewith as EXHIBIT ONE.
- I.5 It has the necessary budgetary allocation and availability of resources for paying the services matter of this Contract with the budgetary allocation 36201 corresponding to "*Release of commercial messages to promote the sale of products and services*", authorized by the Ministry of the Treasury and Public Credit through official communication No. 307-A-7070 dated December 21, 2010, as well as the *Purchase Requisition* issued by "THE BOARD", with folio number 255 dated June 2, 2011, pursuant to the budget authorized by the H. House of Representatives for 2011, as well as the raising of income from Non Immigrant Duties (DNI for its abbreviation in Spanish) and the expense calendar authorized by "THE BOARD".

Likewise, based on article 148 of the Regulations of the Federal Law of Budget and Treasury Responsibility, "THE BOARD'S" General Manager authorized the multi-year hiring of the services matter of this contract through Authorization Number DG/CPTM/008/2011 dated March 3, 2011, subjecting its execution and payment in the fiscal years 2012 and 2013 to the income received due to the DNI and the expense calendar authorized by "THE BOARD".

- I.6 The Department of the Interior, through the General Bureau of Regulation in Communication, authorized "THE BOARD'S" 2011 communication strategy and program through official communication No. SNM/DGNC/0536/11 dated February 28, 2011.
- I.7 Its Federal Taxpayer's ID is CPT 991022 DE7 and its address is Viaducto Miguel Alemán Número 105, Colonia Escandón, Delegación Miguel Hidalgo, C.P. 11800, México, Distrito Federal.

II. Through its representative, "**THE SUPPLIER**" states that:

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- II.1 It is a corporation duly incorporated pursuant to the laws of Delaware, the United States of America on June 28, 1989 as proved with record certificate 2200706 8100H issued by the State of Delaware on August 9, 2011, apostilled through the certificate issued by the Deputy Secretary of State of the State of New York, Sandra J. Tallman, on August 12, 2011.
- II.2 Its corporate purpose is, among others, the rendering of public relations and communication services.
- II.3 Its legal representative, Mr. Andrew Kochar proves his identity with [REDACTED] issued on May 6, 2003 by the Government of the United States of America, proving his personality with the document certified by a Notary Public of the State of New York, Jesse Mahl, apostilled through certificate No. 0448223 by the Secretary of State, Delaware Department of State, Jeffrey W. Bullock, on August 9, 2011, attested through Public Deed number 24,178 dated August 18, 2011 by Lic. Fernando Dávila Rebollar, Notary Public number 235 of the Federal District; therefore, he has sufficient legal powers to represent "THE SUPPLIER" in the execution hereof.
- II.4 It participated in the Bid basis of this contract jointly and severally with the companies GCI Communications; Ogilvy & Mather, S.A.; Ogilvy Public Relations Worldwide, Japan; Bassat, Ogilvy Comunicación, S.L.; Ogilvy & Mather Argentina, S.A., pursuant to the Joint Participation Agreement executed on August 10, 2011, attested in public deed 11,816 dated September 5, 2011 by the Public Commercial Attestor No. 38 of the District, Licentiate Carlos A. Matsui Santana, attached herewith as **EXHIBIT FIVE**, corresponding to each associate the performance of the actions agreed to in such instrument, all knowing and convening that Ogilvy Public Relations Worldwide Inc. shall be the one responsible before "THE BOARD" for the due performance of this contract.
- II.5 It has the legal capacity and the sufficient and own elements for complying efficiently, timely and in the best conditions with the obligations deriving hereunder and for the benefit of "THE BOARD"; also stating that it is familiar with the technical characteristics and scope of the services matter of this agreement.
- II.6 It declares under oath that it is not in any of the situations set forth in articles 50 and 60, antepenultimate paragraph of Mexico's Government Procurement Law.
- II.7 For the purposes of article 32-D of the Fiscal Code of the Federation, it declares that it is an American corporation and for fiscal purposes in the United States of America it has the fiscal identification number 13-2903744 and is not a taxpayer in Mexico.

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- II.8** It knows the content of the EXHIBITS, which duly signed are a part of this contract and are attached herewith.
- II.9** Its corporate address for all the legal effects arising from this contract is The Chocolate Factory, 636 11th Avenue, 4th Floor, New York, NY, 10036, United States of America, with telephone number 001 212 88 440 42 and e-mail address andrew.kochar@ogilvy.com.

NOW, THEREFORE, after making the above representations, and recognizing the capacity they evidence and the powers of their legal representatives, the parties hereto subject to the following:

C L A U S E S

FIRST.- PURPOSE OF THE CONTRACT. "THE SUPPLIER" agrees to render to the "THE BOARD" the Public Relations and Communication services in the international markets of North America with coverage in the cities of Washington, D.C., Chicago, Houston, Los Angeles, New York and Miami of the United States of America; Montreal, Toronto and Vancouver of Canada; Europe Market with coverage in the countries of Germany, Spain, France, Italy and United Kingdom; Latin America Market with coverage in the countries of Argentina, Brazil and Chile; Asia Market with coverage in the countries of China, Korea and Japan, and Emerging Markets, in order to promote the image of Mexico and foment the country's demand and touristic services, according to the technical specifications described in the Technical EXHIBIT of the Invitation to Bid mentioned in recital I.4 hereof and "THE SUPPLIER'S" Technical Proposal, both of which are added as **EXHIBITS ONE** and **TWO** hereof, services that shall include the following:

- A.** The Public Relations Services consider:
- a) Development of a Public Relations Strategy;
 - b) Drafting of a Work Plan considering the programs mentioned in the following item c).
 - c) Execution of the following programs:
 - c.1) Relations with the industry's representatives;
 - c.2) Individual and Group familiarization trips for the industry's representatives;
 - c.3) Consumer;
 - c.4) Organization, participation and support at events and fairs;
 - c.5) Promotional actions;
 - c.6) Design, production and distribution of promotional items, and
 - c.7) Training and instruction.
 - d) Drafting and delivery of reports;
- B.** The communication services consider:

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- a) Development of a Communication Strategy;
- b) Drafting of a Work Plan considering the programs mentioned in the following item c).
- c) Execution of the following programs:
 - c.1) Information;
 - c.2) Relations with communication media;
 - c.3) Attention to critical matters and/or crises;
 - c.4) Individual and Group familiarization trips for the industry's representatives;
 - c.5) Organization, participation and support at events and fairs;
- d) Drafting and delivery of reports;

SECOND. – TERM AND CONDITIONS FOR RENDERING THE SERVICES. The term for rendering the services shall be from September 2, 2011 until March 31, 2013, subjecting the execution and payment of the services to the recovery of surplus income from DNI, as well as the budgetary availability of the next fiscal year, and the non occurrence of the mentioned condition precedent shall not cause any liability for any of the parties.

The services matter of this contract shall be performed in three terms as follows:

- I. A first term from September 2 to December 31 of 2011.
- II. A second term from January 1 to December 31 of 2012.
- III. A third term from January 1 to March 31 of 2013.

For the performance of events, promotional opportunities and familiarization trips, "THE SUPPLIER" shall obtain prior authorization from the Marketing Bureau through the Communication Coordination, as set forth in the **TECHNICAL EXHIBIT** of the Invitation to Bid mentioned in RECITAL I.4 herein, in order to evaluate costs and tariffs for ensuring the best conditions in price, quality, financing, opportunity and other pertinent circumstances for "THE BOARD".

THIRD.- MINIMUM AND MAXIMUM BUDGET. "THE SUPPLIER" shall consider a minimum and a maximum budget, including Value Added Tax, for the performance of the services, according to the following:

"THE BOARD" shall pay "THE SUPPLIER", as consideration for the services matter of this agreement, a minimum amount of \$ 65'000,000.00 (SIXTY FIVE MILLION PESOS 00/100 National Currency) and a maximum amount of \$158'740,000.00 (ONE HUNDRED FIFTY EIGHT MILLION SEVEN HUNDRED FORTY THOUSAND PESOS 00/100 National Currency), which shall be applied for performing the services in three terms in conformity with the following:

- I. A minimum amount of \$21'500,000.00 (TWENTY ONE MILLION FIVE HUNDRED THOUSAND PESOS 00/100 National Currency) and a

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maximum amount of \$50'000,000.00 (FIFTY MILLION PESOS 00/100 National Currency), in the term from September 2 to December 31 of 2011.

- II. A minimum amount of \$34'800,000.00 (THIRTY FOUR MILLION EIGHT HUNDRED THOUSAND PESOS 00/100 National Currency) and a maximum amount of \$86'990,000.00 (EIGHTY SIX MILLION NINE HUNDRED NINETY THOUSAND PESOS 00/100 National Currency), in the term from January 1 to December 31 of 2012.
- III. A minimum amount of \$8'700,000.00 (EIGHT MILLION SEVEN HUNDRED THOUSAND PESOS 00/100 National Currency) and a maximum amount of \$21'750,000.00 (TWENTY ONE MILLION SEVEN HUNDRED FIFTY THOUSAND PESOS 00/100 National Currency), in the term from January 1 to March 31 of 2013.

The above according to the Technical EXHIBIT of the Invitation to the Joint International Public Bid mentioned in Recital 1.4 herein and pursuant to the costs pointed out in the Economic Proposal presented by "THE SUPPLIER", which is **EXHIBIT THREE** hereof.

The fees considered in "THE SUPPLIER'S" Economic Proposal include the administration expenses, which are fixed during the term of the contract.

The expenses and payments to third parties stemming from the implementation of the programs included in item (A) as are: c.1, c.2, c.3, c.4, c.5, c.6 and from item (B) as are: c.2 (except for the services corresponding to the press center), c.4 and c.5; shall be transferred to "THE BOARD" at cost price and shall be paid against the delivery of the requested verification documents.

The consideration mentioned in this clause that shall be paid to "THE SUPPLIER", fully pays for the quality of the services rendered, the time dedicated, the materials used, salaries, fees, organization, technical direction, management, social and labor benefits pertaining to its personnel, and in general, for any other consideration it may have a right to due to this Contract; therefore, it may not demand from "THE BOARD" any further consideration for any concept whatsoever.

All the amounts referred to in this Clause shall be understood with all the taxes generated by the rendering of the services hired. Consequently, each party agrees to fulfill the fiscal obligations that may correspond to it.

The maximum budget shall be spent prior written communication from "THE BOARD" to "THE SUPPLIER", on the need to the spend that budget and once the minimum budget has been depleted.

FOURTH.- PRICE.- The proportion between the fees and the minimum budget shall be the same one that applies to the execution of the maximum budget

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referred to in the THIRD clause, as well as with respect to the modifications mentioned in the SEVENTH clause herein.

"THE BOARD" shall only accept to cover the value added tax, which shall be presented itemized in the invoices.

FIFTH. – FORM OF PAYMENT. The payments made by "THE BOARD" to "THE SUPPLIER" shall be made within 20 (twenty) calendar days following the delivery of the corresponding invoice(s), duly authorized by the Marketing Bureau through the Communication Coordination, provided they are accompanied by the substantiation of the service covered, if applicable.

The invoices regarding public relations expenses and communication expenses shall be in the currency of the market where the service is rendered, shall be paid at the exchange rate in effect on the date of payment and shall be presented within 30 (thirty) calendar days following the rendering of the service. Such invoices shall be accompanied by the substantiation documents mentioned in the TECHNICAL EXHIBIT of the invitation to tenure of the bid referred to in RECITAL 1.4 herein, together with the copy of the invoices of the corresponding service providers, if applicable.

The invoices corresponding to fees shall be paid on a monthly basis, on the following month in national currency or its equivalent in foreign currency at the exchange rate in effect on the date of payment and shall be presented within 8 (eight) calendar days following the month's end. The presentation of the corresponding invoice shall be enough.

"THE SUPPLIER" shall refrain from performing work not contemplated in the work programs authorized by the Marketing Bureau through the Communication Coordination; therefore, no payment shall be made for unauthorized work.

"THE BOARD" reserves the right to reject any verification, invoice or expense justification document wherein the characteristics of the goods and/or services performed are not duly broken down.

"THE SUPPLIER" shall open bank accounts for the exclusive use of "THE BOARD'S" account in the following markets: one in American dollars in the United States of America; another in euros in the Europe Market and one in Mexican pesos in national territory.

For that purpose, "THE SUPPLIER" shall send a copy of the respective contracts to the "THE BOARD'S" Bureau of Financial Resources, in order to make the corresponding transfer of funds.

The payments made by "THE BOARD" to "THE SUPPLIER" for the performance of the corresponding services, shall be deposited in the bank account mentioned in

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this clause and shall be made available to "THE SUPPLIER" through electronic transfer and accreditation to the respective account.

SIXTH.- INVOICING AND VERIFICATION.- For the payment procedure, "THE SUPPLIER" shall present the respective original invoices to the Contract Control and Follow Up Management, under the Marketing Bureau, which will stamp the corresponding acknowledgement of receipt, perform the fiscal review and record in budgetary control cards within 10 (ten) calendar days, and shall hand them over to the Communication Coordination for their authorization.

Simultaneously on the date of presentation of the original invoices, "THE SUPPLIER" shall deliver in the Communication Coordination, under the Marketing Bureau, the substantiation documents of the services, including the support documents or invoices from third parties, so that such Coordination reviews and validates the verification documents.

Once the verification documentation is validated, the Communication Coordination, through the Contract Control and Follow Up Management, both under the Marketing Bureau, shall send the authorized invoices to the Financial Resources Bureau of "THE BOARD'S" Administration and Finances Bureau, for their payment, to be made within the 20 (twenty) calendar days following the reception of the invoices.

"THE BOARD" reserves the right to reject any substantiation, invoice or expense justification document wherein the characteristics of the goods and/or services performed are not duly broken down.

In case a mistake is detected in the invoicing, the Financial Resources Bureau, or if applicable, the persons responsible for validating and monitoring the services designated by "THE BOARD", shall send "THE SUPPLIER" the documents and/or invoices with the corresponding observations within 3 (three) days following their reception, same that shall be corrected and presented again to restart the payment process; hence, the time elapsing for that reason shall not be computed for the purposes of the initial term of 20 (twenty) calendar days for the payment.

The invoices shall break down the concepts, the detailed characteristics of the services and the unitary costs. "THE SUPPLIER" shall present the price of the services in net terms, without including any type of commission, discount, bonus or equivalent concept, including the legend "NET COST".

"THE BOARD'S" Marketing Bureau shall inform in writing to "THE SUPPLIER" regarding the amount, destination and application of the funds additional to the ones considered as minimum limits pointed out in the THIRD clause hereof. This communication shall modify the budgetary break down of the programs and services matter of this contract.

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SEVENTH.- AMENDMENTS TO THE CONTRACT. According to the available budget approved, "THE BOARD" may, under its sole liability and due to justified and explicit reasons, agree the increase of the contract price or of the amount to be paid for the services being requested, by means of amendments to the present contract, at any time during its validity term, provided that the amendments do not exceed, on the whole, 20% (twenty percent) of the amount or sum of the items or volumes originally set forth in the same and the price for the services is equal to the one originally agreed upon.

Regarding contracts wherein two or more allocations are included, the percentage mentioned in the previous paragraph shall apply to each of them.

If "THE SUPPLIER" evidences that there are justified causes in "THE BOARD'S" opinion, that prevent it from complying with the full delivery of the goods according to the contract, "THE BOARD" may modify it, provided that it does not exceed 10 (ten) percent of the total contract price.

"THE BOARD" shall formalize any amendments made to the contract in writing. The corresponding legal instruments shall be underwritten by the officer who had made them in the contract or who replaces or is entitled to do so.

"THE BOARD" shall refrain from making amendments related to prices, payments in advance, gradual payments, specifications and, in general, any changes implying granting more favorable conditions to THE SUPPLIER, compared to the ones originally established in this contract.

EIGHTH.- SERVICE SUSPENSION. In case of force majeure or unforeseeable causes in rendering the service, "THE BOARD", at its own risk, may cease the rendering of services. In such a case, only the services that had been actually rendered shall be paid.

If the suspension is due to causes attributable to "THE BOARD", it shall cover non-recoverable expenses during the suspension term. Such expenses shall be those resulting from the suspension, provided that they are duly substantiated and are directly related to the subject matter of the contract. No service shall be paid if it is not related to the contract.

In any of the cases mentioned in this clause, the parties shall agree the suspension term, pursuant to article 55 Bis of the Government Procurement Law. In case the suspension continues, the anticipated termination of the contract may commence.

NINTH.- ANTICIPATED TERMINATION. "THE BOARD" may decide to terminate in an anticipated manner the present contract with no fault to the same, without the need of legal ruling, due to general causes or to justified causes requiring the canceling of the Services outsourced according to this contract. It shall also evidence that, if the compliance with such agreed-upon obligations proceeds, this would damage or harm "THE BOARD", or that the total or partial nullity of the acts

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originating the contract are determined by the resolution of a complaint or an investigation on its own initiative by the Ministry of Public Administration of Mexico.

In such a case, "THE BOARD" shall notify "THE SUPPLIER" in writing about such a situation at least 10 (ten) calendar days in advance.

In this case, "THE BOARD" shall reimburse "THE SUPPLIER" for non-recoverable expenses in which it has incurred, provided that these are reasonable, duly substantiated, and directly related to the present contract.

Furthermore, "THE BOARD" shall pay "THE SUPPLIER" its fees, considerations, and those expenses in which the latter has incurred or was bound to make pursuant to the present contract and which have not been covered at the time of the actual termination.

If it is the case, "THE SUPPLIER" shall charge back the amounts it had received from "THE BOARD" and that had not been amortized pursuant to what is set forth in the present contract at the time of the respective notice and they shall be made available to "THE BOARD" through a wire transfer to an account previously indicated in writing.

Once this contract is not valid anymore for any reason whatsoever, "THE SUPPLIER" shall comply with its pending obligations before "THE BOARD" or third parties and shall provide "THE BOARD" with substantiating documents that may be pending according to the terms and conditions set forth for such a purpose in this contract.

TENTH.- TIME EXTENSIONS. In exceptional cases, due to force majeure or unforeseeable causes or due to causes attributable to "THE BOARD", prior request in writing by "THE SUPPLIER", "THE BOARD" may grant a time extension for the delivery of the goods or the rendering of the services or their substantiation. For that purpose, "THE SUPPLIER" shall justify so in writing, in advance of the expiration of the dates agreed-upon.

No extension shall apply when the services exceed a budget year.

Once the extension term has finished, and the deficiencies have not been corrected, "THE BOARD" shall then apply the contractual penalties set forth in the SEVENTEENTH clause hereunder.

ELEVENTH.- CAUSES OF ADMINISTRATIVE RESCISSION. "THE BOARD" may administratively rescind this contract without any judicial sentence in case any of the following events occur:

- I. If "THE SUPPLIER" does not present any compliance guarantee within the term determined by the law.

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- II. If "THE SUPPLIER" does not start rendering the services on the dates convened.
- III. If "THE SUPPLIER" unjustifiably suspends the services.
- IV. If "THE SUPPLIER" does not substitute the substantiating documents that were rejected.
- V. When the maximum limit of contractual penalties or payment deductions is depleted.
- VI. If "THE SUPPLIER" does not grant the necessary facilities and data for inspecting, overseeing and supervising the services.
- VII. If "THE SUPPLIER" provides false information and/or acts with willful misconduct or in bad faith in any hiring procedure, in the execution of the contract or during the term thereof.
- VIII. In case the proper authority declares "THE SUPPLIER" under a bankruptcy proceeding or there is any other situation that affects its assets in any way that prevents it from fulfilling its obligations.
- IX. For breaching the terms and conditions of this contract or of the provisions of the law, regulations and other legal ordinance that may be applicable.

TWELFTH.- ADMINISTRATIVE RESCISSION PROCEEDINGS. The administrative rescission of the contract shall be made pursuant to the following proceeding:

- I. It shall commence from the moment "THE SUPPLIER" is informed in writing of the infringement it has incurred upon, so that in a term of 5 (five) working days it replies what it deems to be in its interest and, if applicable, presents the evidence it considers appropriate.
- II. When the above term has elapsed, it shall be resolved considering the arguments and evidences presented.
- III. The decision to rescind the contract or not shall be duly grounded in law and fact and communicated to "THE SUPPLIER" within a term of 15 (fifteen) days following the one mentioned in fraction I of this clause.
- IV. The corresponding settlement shall be established when the contract is terminated, so that the payments payable by "THE BOARD" for goods received or services rendered up to the rescission are recorded.

The initiated proceedings shall cease if the goods are delivered or the services are rendered before the determination to rescind the contract is reached, as long as "THE BOARD" accepts them and verifies that they are still needed, applying, if applicable, the corresponding contractual penalties.

"THE BOARD" may determine not to rescind the contract when it realizes during the proceedings that the rescission could harm or affect the functions it has to perform. In this event, "THE BOARD" shall prepare an opinion in order to justify that the economic impacts caused by the rescission would be more burdensome.

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If "THE BOARD" decides not to terminate the contract, it shall establish another term with "THE SUPPLIER" for correcting the infringement that motivated the proceedings.

The amending agreement executed for that purpose shall consider the conditions included in the last two paragraphs of article 52 of the Government Procurement Law.

If due to a delay in the delivery of the goods or the rendering of the Services, or because the rescission proceedings take place in a fiscal year different to that in which the contract was awarded, "THE BOARD" may receive the goods or Services as long as it previously verifies that they are still needed and that it has the budgetary allocation and availability in that fiscal year to cover them; in that case, the contract's term shall be modified with the originally agreed prices. Any agreement contrary to this Clause shall be invalid.

If "THE BOARD" decides not to terminate the contract because that would cause a damage or a greater affectation, the settlement of another term for correcting the infringement shall occur with the application of the penalties corresponding to "THE SUPPLIER" due to the breach.

THIRTEENTH.- CONTRACT SETTLEMENT. "THE BOARD'S" Marketing Bureau, through the Communication Coordination shall carry out the reconciliation with "THE SUPPLIER"; for such purpose it shall perform the following activities:

- I. Revision of invoices paid;
- II. Revision of payable invoices;
- III. Revision of invoices in process; and
- IV. Pending balance to be paid according to the budget determined in the contract or agreement.

Along with "THE SUPPLIER", THE BOARD's Marketing Bureau, through the Communication Coordination, shall hold a meeting in order to draw up a document evidencing the supply of goods and services that are the subject matter of the contract, as well as a document evidencing non-indebtedness, which shall be delivered to the Financial Resource Bureau.

A copy of the substantiation documents referred to in the present clause, as well as of the delivery of goods and services subject matter of this contract, shall be provided to the Financial Resources Bureau, part of the Executive Administration and Finances Bureau.

FOURTEENTH.- PERFORMANCE GUARANTEE. In order to guarantee the performance of the obligations set forth herein, within the 10 (ten) calendar days following the execution of this contract, "THE SUPPLIER" shall provide a surety bond to THE BOARD for the 10% (ten per cent), without including value added tax (VAT), of the total maximum amount to be distributed in the corresponding fiscal

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year, and shall be renovated each year for the amount to be distributed in the same, which shall be presented within the first 10 (ten) calendar days of the corresponding year. Such bond shall be issued by a Mexican Surety Institution in favor of the Consejo de Promoción Turística de México, S.A. de C.V. and shall include the following specifications:

- I. Be issued in favor of the Consejo de Promoción Turística de México, S.A. de C.V.
- II. Mention the name of "THE SUPPLIER".
- III. Indicate the total amount guaranteed in number and in writing.
- IV. Indicate the number, purpose and date of the contract.
- V. Mention that it is granted in order to guarantee the performance of each and every one of its obligations.
- VI. That it is granted in terms of the mentioned contract and its exhibits.
- VII. That it is granted in order to respond for the due performance of the guaranteed contract and the Exhibits thereof, as well as for any responsibility resulting from its execution.
- VIII. That in case there is an extension of the contract's term, the term of the bond will automatically be extended in conformity.
- IX. That it may only be cancelled through written notification from the Consejo de Promoción Turística de México, S.A. de C.V.
- X. That the Surety Institution expressly accepts to subject to the provisions in articles 95 and 95 Bis of the Federal Law of Surety Institutions in force, for the effectiveness of this guarantee and for the extemporaneous payment of the amount in the policy of the bond required.
- XI. That the Surety Institution subjects to the jurisdiction of the federal courts in Mexico City, Federal District, waiving any other jurisdiction that could correspond to it due to its address or for any other cause.
- XII. That it shall remain in effect from the date of issuance, during the contract's term and during the presentation of all the legal proceedings and appeals presented up until there is a definitive sentence, in such a way that its term may not be constrained to the execution term of the main agreement that is the source of the obligations.

In case "THE SUPPLIER" has a foreign nationality, it shall deliver either the bond mentioned in the previous paragraph, or a letter of credit issued by an international or foreign banking institution, payable in Mexico by a national institution or the affiliate of the document's issuing bank, in favor of the Consejo de Promoción Turística de México, S.A. de C.V., for the 10% (ten per cent), without including value added tax (VAT), of the total maximum amount set forth in the THIRD clause hereof, to be distributed in the corresponding fiscal year, and shall be renovated each year for the amount to be distributed in the same, which shall be presented within the first 10 (ten) calendar days of the corresponding year, containing the specifications mentioned in the preceding paragraph.

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If increases are agreed to the amount of goods or services requested, according to the SEVENTH clause herein, "THE SUPPLIER" shall raise the amount of the performance guarantee in the same proportion as the increase granted.

The term of the surety bond, letter of credit or certified check shall be effective until the contract's purpose is entirely fulfilled and "THE BOARD" issues a written letter of satisfaction thereof, that is, until "THE BOARD" considers that each and every obligation has been fulfilled. The surety bond or the letter of credit may only be cancelled by means of a written communication from "THE BOARD".

Consequently, the surety bond or letter of credit shall guarantee the total performance of the obligations during the term of the agreement, as well as after it, in case there is any obligation pending in the opinion of "THE BOARD".

FIFTEENTH.- GUARANTEE RELEASE.- The contract's performance guarantee may only be released through the Administration and Finances Bureau, prior written request from the Communication Coordination, under "THE BOARD'S" Marketing Bureau, whereby the performance of each and every obligation set forth hereunder is confirmed.

SIXTEENTH. – PATENTS, TRADEMARKS, COPYRIGHTS AND INTELLECTUAL PROPERTY. "THE SUPPLIER" shall be responsible for obtaining all the authorizations required for the performance of the services matter of this contract regarding the use of trademarks and patents, as well as of works of any type that are protected by copyrights, in conformity with the laws and regulations of the respective countries.

Moreover, "THE SUPPLIER" shall be the only one responsible for complying with the obligations and obtaining the records, certifications, patents, etc. required in the field of intellectual and industrial property due to the rendering of the services referred to herein, pursuant to the laws and regulations applicable in the countries where the services are to be rendered, or that are required in order to safeguard the rights of the goods in favor of "THE BOARD" generated by the rendering of services; as well as the campaign slogans used by "THE BOARD" in the markets where the services matter of this contract are rendered.

These records, certificates, patents, etcetera shall be registered within 15 (fifteen) working days after the Contract's execution, or within 15 (fifteen) working days after generating a product, the intellectual property of which should be recorded or "THE SUPPLIER" is informed of the need to register a new campaign slogan.

"THE SUPPLIER" shall observe the characteristics described in the "Mexico trademark use outline" attached as **EXHIBIT FOUR** herewith and in any other graphic guideline indicated by "THE BOARD"; in the understanding that "THE SUPPLIER" may not use its own logo, trademark or letterhead in the materials and stationary used for the presentations of communications made on behalf of "THE BOARD".

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"THE BOARD" shall be the titleholder of the copyrights and property rights from the databases and any type of material, either printed, audiovisual or of any kind, produced as a result of the rendering of the services matter of this agreement, which have already been paid by "THE BOARD", except for those materials over which third parties already have the copyrights or property rights, situation that "THE SUPPLIER" shall inform "THE BOARD". In any case, "THE SUPPLIER" has the ineludible obligation to research and inform "THE BOARD" about the conditions of use and restriction of intellectual rights that may exist in relation to the materials produced under this contract. Therefore, in case it omits such research and information, it shall be the only person responsible for breaches to intellectual rights that could happen, even after the term of this Contract has ended, having the obligation of holding "THE BOARD" harmless from such liability against third parties.

With respect to the registration of trademarks, campaign slogans or copyrights or other similar matters, "THE SUPPLIER" shall inform in writing to "THE BOARD" that the registration process has started within 15 (fifteen) working days, and once the corresponding record is obtained, shall send "THE BOARD" the original and/or certified copy of the proof of record within 10 (ten) days following its procurement.

Likewise, it agrees not to use the Mexico trademark and the design and campaign slogans in the markets target of the services rendered hereunder if it has not previously registered the trademark and the campaign slogans.

"THE SUPPLIER" may use the photos, images and in general any photographic, video recording or film material that have no restrictions belonging to "THE BOARD", as well as those that are not of property of "THE BOARD" and that it considers as necessary for achieving the purposes hereof, ensuring their use, without restrictions, in all the media including the internet and any other current or future technological media.

SEVENTEENTH.- PENALTIES. Based on article 53 of the Government Procurement Law, as well as article 94 of its regulations, whenever "THE SUPPLIER" does not meet the date of delivery of the goods or services, or does not fulfill its obligations under this agreement due to causes attributable to it, it shall be subject to the following penalties:

- I. In the event of delays in the delivery of goods and/or services, a daily penalty of 1% (one per cent) on the value of the goods or services not delivered on time shall be applied for each working day of delay, without including value added tax.
- II. Regarding the delay in substantiating the services rendered, a daily deduction to the payment of 0.5% (zero point five per cent) for each working day of delay on the value of the goods or services not evidenced on time, without including value added tax. For this purpose, the delay in substantiation on the part of the

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advertising media shall not be considered as long as it is proved that the service was rendered under the terms and conditions set forth.

III. A deductive penalty of 1% (one per cent) on the total amount of "THE SUPPLIER'S" monthly fees due to undelivered reports.

The penalties applied may not exceed an amount equivalent to 30% (thirty per cent) of the total amount of fees matter of the services hired.

The Communication Coordination under the Marketing Bureau shall request the Financial Resources Bureau to calculate the penalty and the payment deduction, in order to apply it through a note of credit in the invoice corresponding to the fees of the month following its determination..

The payment of the goods or services shall be proportionately conditioned to the payment that "THE SUPPLIER" shall make due to the contractual penalties and payment deductions for noncompliance, in the understanding that in the event this agreement is rescinded, the collection of such concepts will not apply, nor the accounting thereof for executing the compliance guarantee.

In order to apply the contractual penalties and the payment deductions mentioned in this Clause, "THE BOARD" shall notify in writing to "THE SUPPLIER" through certified mail or personal delivery at its domicile with acknowledgement of receipt, with the effects of a summons, whereby it shall mention the noncompliance incurred and the resulting contractual penalties and payment deductions. "THE SUPPLIER" shall have a maximum term of 10 (ten) working days starting from the requirement's receipt to correct its noncompliance, stating what it deems to be in its benefit. Afterwards, "THE BOARD" shall decide, if applicable, the contractual penalties or deductions to payments that may correspond, which shall be communicated to "THE SUPPLIER" through a communication grounded in law and fact whereby "THE SUPPLIER" will be granted 10 (ten) working days for presenting a note of credit, which shall be discounted from pending payments.

If THE SUPPLIER's noncompliance continues, or if the maximum application amount of the contractual penalties or payment deductions has been depleted, "THE BOARD" may start the proceeding for rescinding this instrument, according to TWELFTH clause hereof.

EIGHTEENTH – HIDDEN DEFECTS. "THE SUPPLIER" is bound before "THE BOARD" to answer of the defects, hidden or not, and of the quality of the services, as well as of any other liability incurred, under the terms mentioned hereunder and in the applicable legislation.

For the purposes of the present contract, hidden defects mean the defects existing on the services provided which make them improper for the uses foreseen in this contract.

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NINETEENTH.- REPORTING. "THE SUPPLIER" shall provide "THE BOARD", through the Communication Coordination under the Marketing Bureau, the following reports electronically and in print:

A). For Public Relations services:

1. Report on the programs and actions, indicating specific quantitative and qualitative advances and results. This report shall include observations and/or motives, in case there are changes to the planning of activities. It shall be delivered monthly, within the 7 (seven) business days following the month reported, and yearly within the 20 (twenty) calendar days following the end of each of the contract's terms.
2. Accrued physical-financial report showing the use of the monthly budget by program. This report shall be delivered within the 7 (seven) business days following the month reported, and 20 (twenty) days after the end of each term.

Such report shall include the budget used, invoiced and available, referring to the actions carried out and indicating both the invoice number and the dates of delivery to the financial resources area, as well as the numbers of the communication requesting payment and dates of the reception thereof.

3. Bimonthly report and by term of the contract, on the actions performed and the supports granted to the Mexican touristic destinations. The report shall include the type of action, the budget used and the product/segment promoted.

The bimonthly report shall be delivered within the 7 (seven) business days following the term reported, and the report concentrated by term, 20 (twenty) calendar days after the end thereof.

4. Specific reports by action and on specific activities, at the express request of "THE BOARD".
5. Minutes of meetings, telephone conferences and videoconferences held between "THE SUPPLIER" and "THE BOARD'S" officials. These shall be sent for "THE BOARD'S" approval, at the latest on the second business day after their occurrence.
6. For each promotional event and/or action performed, a report shall be opened and delivered to "THE BOARD" and regarding promotional actions, a file per action, which shall be updated constantly, so that in the end they contain as a minimum all the support corresponding to each activity, including:

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- Communication plan and proposal of activities.
 - Authorization by "THE BOARD".
 - Estimated budget to be used.
 - Report of the activities performed, according to the substantiating procedures set forth by "THE BOARD".
 - Copy of the invoice presented by "THE SUPPLIER".
 - Support of the invoices of expenses and payments made to third parties.
 - Assessment summary of the results obtained.
7. Development and delivery of a report on the results of the Public Relations actions performed in all of the programs executed.

This report shall be delivered within 20 (twenty) calendar days following the end of each of the contract's terms and at the end of the contract, in flash format or equivalent or superior and shall include all of the public relations actions and programs executed. "THE BOARD" shall approve the format in which such video report shall be presented.

B) For Communication services:

1. Report on the programs and actions, indicating specific quantitative and qualitative advances and results. This report shall include observations and/or motives, in case there are changes to the planning of activities. It shall be delivered monthly, within the 7 (seven) business days following the month reported, and yearly within the 20 (twenty) calendar days following the end of each of the contract's terms.
2. Pursuant to the calculation set forth in the invitation to bid mentioned in RECITAL 1.4 hereof (attachment 2 (two) ROI methodologies) and without any cost for "THE BOARD", there should be a monthly report on the results obtained with respect to the return on investment.
3. Accrued physical-financial report showing the use of the monthly budget by program. This report shall be delivered within the 7 (seven) business days following the month reported, and 20 (twenty) days after the end of each term.

Such report shall include the budget used, invoiced and available, referring to the actions carried out and indicating both the invoice number and the dates of delivery to the financial resources area, as well as the numbers of the communication requesting payment and dates of the reception thereof.

4. Monthly report on the attention, approach and follow up with communication media and opinion leaders, indicating specific advancements and results. This report shall be delivered within 7

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(seven) business days following the month reported.

5. Bimonthly report and by term of the contract, on the actions performed and the supports granted to the Mexican touristic destinations. The report shall include the type of action, the budget used, as well as the product/segment promoted and the coverage generated.

The bimonthly report shall be delivered within the 7 (seven) business days following the term reported, and the report concentrated by term, 20 (twenty) calendar days after the end thereof.

6. Specific reports by action and on specific activities, at the express request of "THE BOARD".
7. Minutes of meetings, telephone conferences and videoconferences held between "THE SUPPLIER" and "THE BOARD'S" officials. These shall be sent for "THE BOARD'S" approval, at the latest on the third business day after their occurrence.
8. For each promotional event and/or action performed, a report shall be opened and delivered to "THE BOARD" and regarding promotional actions, a file per action, which shall be updated constantly, so that in the end they contain as a minimum all the support corresponding to each activity, including:
 - Communication plan and proposal of activities.
 - Report of the activities performed, according to the substantiating procedures set forth by "THE BOARD".
 - Coverage generated
 - Assessment summary of the results obtained.
9. A report on the results of the public relations performed in all of the programs executed shall be made.

This report shall be delivered within 20 (twenty) calendar days following the end of each of the contract's terms and at the end of the contract, in flash format or equivalent or superior and shall include all of the public relations actions and programs executed. "THE BOARD" shall approve the format in which such video report shall be presented.

"THE BOARD" may request any other report, modify the number and format thereof, and in such a case, it shall notify "THE SUPPLIER" with at least 10 (ten) calendar days in advance, without any additional cost for "THE BOARD".

At any time, "THE BOARD" may review the execution and follow up of the programs included in this contract, as well as the invoicing and documentation delivered by "THE SUPPLIER", with the purpose of monitoring and ensuring the

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correct application of resources.

"THE BOARD" shall give "THE SUPPLIER" some of the report and follow up format models it has. However, improvements and changes to the same may be proposed, which shall be authorized by "THE BOARD".

TWENTIETH. – ADMINISTRATION AND VERIFICATION OF THE CONTRACT.

"THE BOARD" shall have at all times free access to all the documentation related to the rendering of the services arising from this contract which are in power of "THE SUPPLIER". Likewise, "THE BOARD", through Lic. Gerardo Llanes Álvarez, Marketing Director and Lic. Yadira López Salas, Communication Coordinator of "THE BOARD", shall be responsible for managing and verifying the performance of the contract.

The foregoing, without affecting THE BOARD's right to revise at any time during the term of this agreement through its General Manager, Assistant General Manager, Administration and Finances Director, Marketing Director, the Head of the Communication Coordination or the persons appointed for that purpose, in order to corroborate the application of the resources, the verification thereof and the benefits obtained by "THE SUPPLIER" for "THE BOARD".

TWENTY-FIRST.- LABOR RELATIONS. As entrepreneur and employer of the personnel being hired to provide the services subject matter of the present contract, "THE SUPPLIER" shall be the sole person responsible before its workers and it is therefore bound to comply with all the obligations resulting from the legal provisions and other legal ordinances regarding labor issues, as well as the social security rights they are entitled to. Furthermore, "THE SUPPLIER" is bound to reply to any controversies or litigations filed by its workers against it or against "THE BOARD" due to the services subject matter of this contract. If it should be proved guilty by judgment upon award to pay or compensate anybody, "THE SUPPLIER" is bound, within the 24 hours following the execution requirement notice, to provide "THE BOARD" with the resources necessary to comply with the judgment upon award.

TWENTY-SECOND.- OFFICES AND REPRESENTATIONS.- During the term of this contract, "THE SUPPLIER" agrees to maintain in operation the offices and representations with all the technical and human infrastructure mentioned in item 1.C of the Technical Exhibit of the Invitation to the Joint International Public Bid referred to in RECITAL 1.4 hereof.

TWENTY-THIRD.- SUBSIDIARIES AND/OR ASSOCIATES OF "THE SUPPLIER". The parties accept that the company Ogilvy Public Relations Worldwide, Inc., is associated with the companies mentioned in RECITAL 1.4 hereof for the performance of the services matter of this contract, without considering that as subcontracting for the purposes of this contract.

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In spite of the above, Ogilvy Public Relations Worldwide, Inc. shall be the sole person liable before "THE BOARD" for the compliance of all and every obligation resulting from the present contract. Non-compliance by any of THE AFFILIATES AND/OR ASSOCIATES of the obligations acquired with "THE SUPPLIER" shall be attributable only to the latter and, if it applicable, the contractual penalties set forth in this contract shall be applied only against Ogilvy Public Relations Worldwide, Inc.

Ogilvy Public Relations Worldwide, Inc. agrees to inform in writing to "THE BOARD" of any contract termination with any of its affiliates and/or associates. In this event, if the association's dissolution hinders or prevents the performance of the services matter of this contract by Ogilvy Public Relations Worldwide, Inc., "THE BOARD" may rescind the contract.

TWENTY-FOURTH.- SUBCONTRACTING. The services matter of this contract may not be subcontracted. For the purposes hereof, the payments made to service providers necessary for the execution of the Public Relations and Communication services shall not be considered as subcontracting.

TWENTY-FIFTH.- TRANSFER OF RIGHTS. The rights and obligations resulting hereunder may not be transferred partially or totally in favor of any person, except for the collection rights; in this case, "THE SUPPLIER" shall have "THE BOARD'S" written authorization.

TWENTY-SIXTH.- CONFIDENTIALITY. "THE SUPPLIER" agrees to keep an absolute confidentiality with respect to the services matter of this Contract; therefore, it agrees not to release, nor to divulge to third parties different from "THE BOARD", any documentation and/or information related to the services, as well as the final results that are generated in connection thereof, with the exception of the data and reports that may be required pursuant to article 57, Third paragraph of the Government Procurement Law.

Moreover, "THE BOARD" agrees to keep all of the information delivered by "THE SUPPLIER" as confidential, according to articles 18 and 19 of the Federal Law of Transparency and Access to Government Public Information.

TWENTY-SEVENTH.- LINKS. The parties agree that the persons in charge of executing, supervising and monitoring the services referred to in this agreement are the following:

- I.- For "THE BOARD", the persons in charge of supervision are the heads of the Marketing Bureau and the Communication Coordination.
- II. For "THE SUPPLIER", the personnel responsible for supervising and following up the services matter of this contract are Jennifer Risi and Andrew S. Kochar.

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"THE SUPPLIER's" personnel in charge of executing and monitoring the Services matter of this agreement shall dedicate 100% (one hundred per cent) of their time to attending "THE BOARD's" account and shall render their services in the timetables and according to the vacation periods agreed with "THE BOARD".

In order to render the services matter of this agreement, the full-time personnel designated by "THE SUPPLIER" shall work during THE BOARD's schedule, from 9:00 to 14:00 and from 15:00 to 18:00 hours in working days, according to the time in Mexico, Distrito Federal, or according to "THE BOARD'S" needs.

"THE SUPPLIER'S" personnel may be substituted as long as "THE BOARD" previously authorizes so in writing, and "THE BOARD" may reject any candidate proposed by "THE SUPPLIER".

The communications mentioned in this clause shall be made by "THE BOARD" through the Marketing Director or the Communication Coordinator. On "THE SUPPLIER'S" part, the referred communications shall be made through its legal representative.

TWENTY-EIGHTH.- COMMUNICATIONS. The communications between the parties shall be made in writing and addressed to the links appointed by the parties in the previous clause, according to the following:

- I. For "THE BOARD", communications shall be made to the following public officials: Gerardo Llanes Alvarez, to the electronic mail gllanes@promotur.com.mx, telephone number 5278 4200 extension 1600, and Yadira López Salas, to the electronic mail ylopez@promotur.com.mx, telephone number 5278 4200 extension 1620, and delivered by mail to "THE BOARD'S" address mentioned in recital I.7 herein with acknowledgement of receipt, and will be deemed as sent on the day of receipt thereof by the addressee, prior verification or confirmation.
- II. For "THE SUPPLIER", communications shall be directed to the electronic mail Jennifer.risi@ogilvypr.com and delivered by mail to "THE SUPPLIER'S" address mentioned in recital II.9 herein, and will be deemed as sent on the day of receipt thereof by the addressee, prior verification or confirmation.

In the event any of the parties modifies or incorporates telephone numbers or electronic addresses, a simple written notification to the other party, with at least 5 (five) calendar days in advance, will suffice for the change to be duly formalized.

TWENTY-NINTH.- JURISDICTION. For everything related to the interpretation and performance of this contract, the parties expressly subject to the provisions of the Government Procurement Law and its regulations, and in case of any controversy regarding its interpretation and performance, the parties shall submit to the jurisdiction of the Federal Courts in the Federal District, waiving any other

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jurisdiction that may correspond to them due to their current or future address or nationality.

THIRTIETH.- EXHIBITS. The parties acknowledge that this contract is made up of 30 (thirty) clauses and 5 (five) Exhibits, which have been duly signed by the parties and are depicted as follows:

EXHIBIT	CONTENTS
ONE	Invitation to the Joint International Public Bid No. -LA-021W3J001- 19-2011
TWO	"THE SUPPLIER'S" Technical Proposal
THREE	"THE SUPPLIER'S" Economic Proposal
FOUR	Use Guide of the "Mexico" Trademark
FIVE	Joint Participation Agreement

The parties agree that in case of controversy between the Invitation to the Joint International Public Bid No. -LA-021W3J001-|19-2011 and this contract, the provisions of the Invitation shall prevail.

The present agreement was read and agreed by the parties regarding its contents and legal force, and has been executed in three counterparts in Mexico City, Federal District, on September 12, 2011.

FOR "THE BOARD"

FOR "THE SUPPLIER"

(Signature of)

Lic. Martha Verónica Estrada Díaz
Administration and Finances
Director and
Legal Representative

Mr. Andrew Kochar
Legal Representative

Lic. Gerardo Alberto Llanes Álvarez
Marketing Director

Lic. Yadira López Salas
Communication Coordinator
Person Responsible for Managing
and Supervising the Performance of

Contract No. 129/2011

the Contract

LEGAL REVISION

**(signature of)
Jorge Mezher Rage
Legal Director**

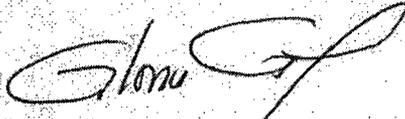
**(signature of)
Lic. Marco A. Triana González
Litigation Director**

Contrato No. DRA/02/2011

TRIGÉSIMA PRIMERA.- LEGISLACIÓN APLICABLE. Este Contrato será interpretado y regido por las leyes del Estado de Nueva York, en los Estados Unidos de América, sin considerar los principios de conflictos de leyes. Todas las disputas, controversias o desacuerdos que pudieran surgir entre las partes relacionadas o en conexión con este Contrato, o con el incumplimiento del mismo, serán resueltas finalmente por medio de arbitraje. El arbitraje será llevado a cabo por tres (3) árbitros en Nueva York, Nueva York en los Estados Unidos de Norteamérica. El laudo de los árbitros será final y obligatorio para ambas partes.

Leído que fue el presente contrato y enteradas las partes de su contenido y alcance legal, lo firman por triplicado en la Ciudad de Nueva York, Estados Unidos de América, el día 28 de febrero de 2011.

POR "EL CONSEJO"



Gloria Rebeca Guevara Manzo
Directora General

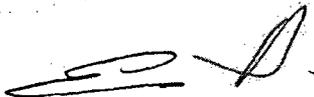
POR "LA AGENCIA"



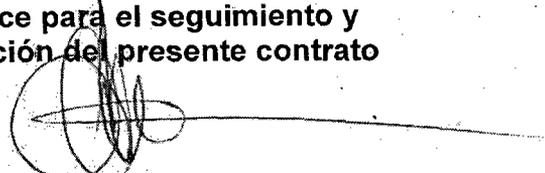
Sr. Andrew Kochar
Representante Legal



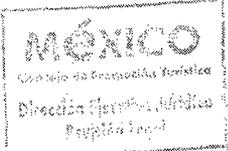
Jaime Diaz Arciga
Encargado del despacho de la
Dirección Ejecutiva de Marca País
Responsable del seguimiento y
ejecución del presente contrato



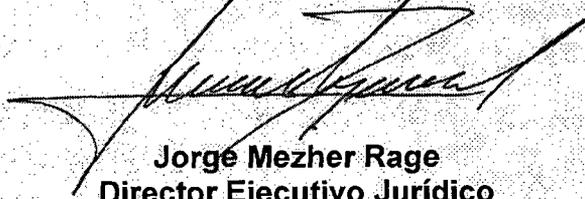
Eduardo Chaillo Ortiz
Director Ejecutivo de Turismo de
Reuniones
Enlace para el seguimiento y
ejecución del presente contrato



Manuel Diaz Cebrián
Director Regional para Europa y
Resto del Mundo
Enlace para el seguimiento y
ejecución del presente contrato

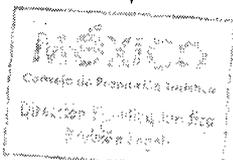


REVISIÓN LEGAL



Jorge Mezher Rage
Director Ejecutivo Jurídico
Responsable de la revisión jurídica
del presente contrato

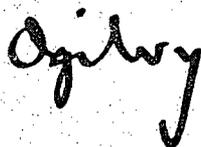
ESTA HOJA DE FIRMAS ES PARTE INTEGRANTE DEL CONTRATO DE PRESTACIÓN DE SERVICIOS NÚMERO DRA/02/2011, CELEBRADO ENTRE EL CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. Y LA EMPRESA OGILVY PUBLIC RELATIONS WORLDWIDE INC, DE FECHA 28 DE FEBRERO DE 2011.





Ogilvy Public Relations Worldwide

Recursos Humanos
Biografías del Equipo



Ogilvy Public Relations Worldwide

James W. Moeller

**Managing Director
Global Public Affairs Practice**

Jamie Moeller directs Ogilvy Public Relations Worldwide's Global Public Affairs Practice. In this role, he oversees a practice of more than 150 professionals operating in 35 markets around the world, assisting clients with brand reputation, policy communications and corporate positioning initiatives.



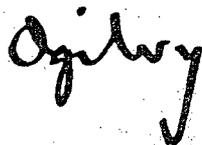
In this role, Jamie oversees Ogilvy's integrated public affairs offering with its wholly owned lobbying affiliate – Ogilvy Government Relations – one of the premier government relations consultancies in Washington. Ogilvy's ability to build political support for clients' issues combined with strong relationships with key policymakers at all levels of government provides clients with the tools needed to succeed in major policy debates.

Jamie has led global public affairs campaigns for some of the agency's largest clients, including BP's "Beyond Petroleum" brand transformation; and developing the Lance Armstrong Foundation's Global Cancer Campaign. In addition, Jamie has overseen the public affairs component of a wide variety of integrated communications programs for clients such as Allegheny Energy, The American Chemistry Council, Constellation Energy, DuPont, Ford and MasterCard International.

Jamie is a seasoned communications counselor, working closely with senior management at a wide range of corporate clients on a variety of reputation challenges. His experience ranges from advising DuPont on its response to allegations surrounding its Teflon product to overseeing the establishment of a Joint Information Center for an energy company after an oil spill to advising the CEO of Deloitte on issues surrounding high profile accounting scandals. He has led reputation and issues management campaigns for Cadbury, Unilever, Johnson & Johnson, Lenovo, Mirant, Luxottica, The University of Chicago, among others.

He brings a deep understanding of the link between corporate reputation and the bottom line to these assignments. He recognizes that how a company handles a challenging situation will have a long-term impact on its reputation and he provides clients with the counsel they need to manage issues in a manner that mitigates reputation damage and helps ensure the enduring strength of the corporate brand

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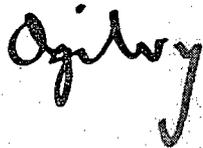
Ogilvy Public Relations Worldwide

He is a featured contributor to the popular political blog, the *Huffington Post*, and his articles have been published in digital and print outlets around the world, including *The Washington Times*, *China Daily*, *Advertising Age* and *Public Affairs News* in Europe. He is a frequent speaker on communications issues, providing guest lectures at American University, Georgetown University, University of Maryland, Tsinghua University in Beijing and St. Petersburg University in Russia, among other venues. He also serves as the Ogilvy representative to the US-China Business Council and the US-Pakistan Business Council.

Prior to joining Ogilvy, Jamie directed a nonprofit organization in Washington, D.C. devoted to promoting international trade and economic development. Jamie also worked as the Washington, D.C. representative of former UN Ambassador Andrew Young. In that capacity, he represented Ambassador Young on Capitol Hill and provided legislative and media counsel on a variety of issues affecting the federal budget, housing, trade and international affairs. Jamie also worked for a United States Senator in constituency relations.

Jamie is an attorney and a member of the Maryland State Bar. He received his law degree at George Washington University and his bachelor's degree in Political Science and Economics at the University of Michigan. He is married with two sons.

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Ogilvy Public Relations Worldwide

Jennifer Scott, PhD

**Global Managing Director
Strategy + Planning**

As Global Managing Director of Strategy + Planning, Dr. Jennifer Scott has overall responsibility for a cross-disciplinary team of the agency's most senior counselors, who work with clients and account teams to elevate strategic excellence, creativity and campaign effectiveness.



Over the past 18 years, Dr. Scott has worked across a spectrum of industries and geographies providing counsel to clients on using research and intelligence to inform reputation management and crisis response, strengthen new and established brands, advocate for public policy initiatives, inspire behavior and determine the impact of campaigns. She has a specialist background in audience segmentation and trend analysis as well as applied research and PR measurement.

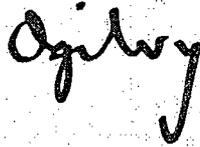
Dr. Scott has worked closely with corporations including Unilever, GE, LexisNexis, Ford, AstraZeneca, Pfizer, Wells Fargo, Liz Claiborne, Inc, Kimberly-Clark, Time Warner Inc., Nissan North America and Swiss Re to help navigate challenging competitive environments, develop and refine reputation, and create compelling advertising and communications campaigns.

Dr. Scott has provided counsel on communicating in foreign and domestic public policy environments for clients including USAID in Russia and Romania, the governments of Greece and Norway, the MPAA, the Recording Academy and the Association of American Railroads. She has also developed research and evaluation programs in support of public health and safety campaigns for many of Ogilvy's Social Marketing clients, including the NIH, CDC, NKDEP, the AAA, the Lance Armstrong Foundation and the World Bank.

Dr. Scott has worked on the branding and marketing of various consumer products and services for companies such as LG Electronics, Intel, Charles Schwab, Unilever, Quaker/ Tropicana and Luxottica, as well as the development and evaluation of a variety of educational media products for clients including the Jim Henson Company, Disney Channel, Scholastic and PBS.

Prior to leading the Strategy + Planning group, Dr. Scott was managing Director of Insights & Research at Ogilvy PR. Prior to joining the agency, she was President of StrategyOne, Edelman's specialist research company, and has also served as



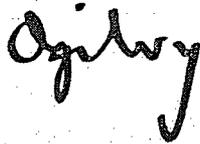


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Managing Director of Applied Research & Consulting in New York, Senior Vice President at Shepardson Stern + Kaminsky, and Vice President at Bozell/ Sawyer Miller Group.

Dr. Scott teaches graduate classes in Marketing and Communications at Columbia and New York Universities and is a Board member of SeaWeb, an NGO dedicated to promoting marine conservation. She received her B.A. (Hons.) in Politics and Psychology from the University of KwaZulu/Natal in South Africa and has a Doctorate in Politics from Oxford University, England.

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Ogilvy Public Relations Worldwide

David McConnaughey

**Senior Vice President, 360° Account Leader
Specialized Communications**

David has served most recently as the 360° account team leader for our engagements with the Internal Revenue Service (communications planning, management, and delivery of a totally integrated marketing communications program in support of free electronic tax preparation and filing) and as strategic counsel for the Peace Corps (on a program of paid media and target audience research.) He led our award-winning public education program which changed and improved perceptions of the chemistry industry in the U.S. for the American Chemistry Council.

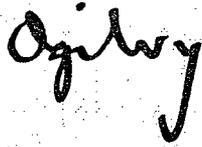


He previously was selected as the Ogilvy Project Director for the ground-breaking White House Office of National Drug Control Policy (ONDCP) National Youth Anti-Drug Media Campaign. He lead, and managed a multi-organization, interdisciplinary team serving the program as a dedicated partner, with a combination of thought leadership and a "can do" attitude that resulted in a dramatic 17% reduction in drug use among America's youth.

Starting his professional career, after receiving his degree in psychology from Brown University David joined the not-for-profit world, garnering marketing and management experience with an appointment as Director of Marketing for the International Association of Economics and Management Students (AIESEC-US.) Working with business people, government officials and students from around the world, all speaking different languages, taught David early the importance of understanding target audiences and communicating to them clearly. He took his own AIESEC traineeship in Ljubljana, Yugoslavia—now Slovenia.

With more than 30 years of industry experience, he has developed and led a myriad of integrated communications programs, nationally, and internationally as well as in local markets. He has headed winning teams working for a diverse range of products, services, organizations and causes: from Airlines to Zoological exhibitions, from corporate image campaigns to franchise/retail sales events, from fundraising drives to membership initiatives. He has worked with both Fortune 500 companies and local/community organizations, communicating with youth and adults of every conceivable target audience description, age, ethnicity and interest.

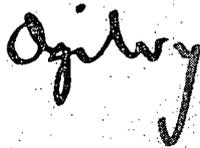


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Ogilvy Public Relations Worldwide

A Maryland native, David has been with Ogilvy for ten years. He recently moved from New York City to Connecticut, with his wife Katherine. An active outdoorsman, he is equally at home casting plugs to Montauk striped bass or hiking Virginia's Blue Ridge, and (hopefully) soon will have a chance to chase dorado and striped marlin in the crystal waters off of Baja California.

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Ogilvy Public Relations Worldwide

Tamara Boorstein

**Vice President
Corporate Practice**

Tamara Boorstein is a Vice President in the Public Affairs Group at the New York office of Ogilvy Public Relations Worldwide, where she manages communications programs on behalf of a variety of national and global business-to-business and government accounts, including FM Global, Hong Kong Economic and Trade Office, Invest in France, ProChile and Puerto Rico.

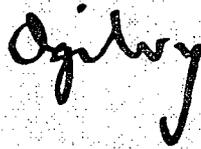


Prior to joining Ogilvy PR, Tamara worked at MWW Group, where she managed and oversaw the firm's economic development practices, and ran several of the New York office corporate communications accounts. In particular, Tamara focused on providing customized and integrated communications solutions to promote Scottish Development International, Scottish Executive and Polytechnic University, including leveraging scientific research in renewable energy. Her other clients included the State University of New York, Visit Scotland, Curriki, a non-profit founded by Sun Microsystems and Iceland Naturally, among others.

Before MWW Group, Tamara managed her own public relations agency where she spearheaded media relations and corporate communications programs for the Securities Industry Automation Corporation (a subsidiary of the New York Stock Exchange and the American Stock Exchange), as well as a variety of state economic development agencies including Wyoming, North Dakota, Indiana and the New York State Senate. Previously, she held positions at leading public relations firms such as Edelman Public Relations Worldwide and Ruder Finn Public Relations. She has also conducted marketing work for the International Center at Fordham University and the New York State Senate.

Tamara is a member of New York Women in Communications, the Overseas Press Club, the Japan Exchange Teaching Alumni Association and the Foreign Service Youth Foundation. She holds a bachelor's degree in history from the University of Virginia and a master's degree in education from Adelphi University.

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Ogilvy Public Relations Worldwide

Claudia Urquiola

Account Executive
Corporate Practice

Claudia Urquiola is an account executive for the public affairs and corporate practices at Ogilvy Public Relations Worldwide providing public relations counsel and support to clients such as American Express, Genpact and Invest in France.



Prior to joining Ogilvy PR, Claudia as an assistant account executive at Karla Otto, Inc., where she focused on media relations and strategic planning of the Celine and Vionnet fashion shows at Paris Fashion Week in 2009.

Claudia began her public relations career at Ogilvy PR as an intern, where she provided support to clients such as FM Global, Goldman Sachs, Hong Kong and LexisNexis.

In addition to her public relations background, Claudia has worked in a marketing capacity within firms such as Bulgari and B&B Italia, helping them expand product lines and market new niches within existing target audiences.

Prior to these roles, Claudia worked at IBM as a customer sales associate, focusing on RFP's and pricing deliverables maximizing margins for large enterprise accounts.

Claudia received a MBA from Fordham University in 2008 and a bachelor's degree in Business Administration from Kent University (Canterbury, UK) in 2006.

Claudia has a wide range of international experience having lived in Spain, England, Italy and the United States. As a result, she is fluent in Spanish and English.

Claudia currently resides in New York City.

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Ogilvy Public Relations Worldwide

Rory Davenport

Senior Vice President Public Affairs

Rory Davenport has extensive experience addressing public policy issues; enhancing the reputations of corporations, countries, and industries; and managing crisis situations. He is adept at securing and mobilizing public support, fostering partnerships and cultivating media coverage.



With deep roots in the political campaign arena, Rory possesses a keen eye for the political aspects within an advocacy or crisis program. He was an early practitioner of electoral-style public affairs campaigns that featured a strong grassroots focus.

Rory has helped a wide range of organizations and governments navigate crisis situations including in the area of public safety.

He has worked on many significant public policy issues including utility deregulation, telecommunications deregulation, health care reform, privacy, and mining law reform. He also worked on such notable campaigns as the United-USAirways merger, the Microsoft antitrust issue, and the U.S.-Chile Free Trade Agreement.

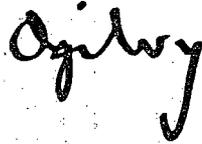
Rory has conducted public affairs programs in 12 countries and several members of the former Soviet Union. PRWeek, a leading industry trade publication, awarded the communications campaign he managed for Russia's Ilim Pulp Enterprises "International Campaign of the Year" in 2003.

For another Russian company, Tyumen Oil, Rory played a vital role in helping turn around the company's image and secure the largest loan package ever granted by the Export-Import Bank of the U.S. to a Russian or Soviet company or government agency.

His former clients include Edison Electric Institute, ExxonMobil, AT&T, National Railway Labor Conference, YUM Brands, United Airlines, PBS, FujiFilm, Microsoft, Pfizer, Hewlett Packard, a coalition of the regional bell operating companies, Republic of Chile, North Rhein Westphalia, News Corp., The Prudential, a coalition of hard rock mining companies, Wal-Mart, Manville Personal Injury Trust, and the American Ambulance Association.

Prior to joining Ogilvy Public Relations Worldwide, Rory managed the public affairs practice for Hill & Knowlton/Washington, formed and managed the political and

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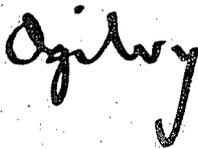
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international affairs group at Fleishman-Hillard/Washington, and founded the grassroots and political programs practice for Edelman Worldwide.

Rory has held senior roles on two presidential campaigns, serving as a state director and deputy field director. He also has served as a political director for the Florida Democratic Party and manager of a U.S. Senate campaign.

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Ogilvy Public Relations Worldwide

Nick Ludlum

Vice President Crisis Communications

Nick is a proven public relations professional with expertise in crisis communications and issues management. He has extensive experience shaping and implementing corporate reputation management programs for multinational corporations including CSC, DuPont, ETS/Prometric, LexisNexis, and Panasonic. Nick specializes in helping clients develop proactive issues management and influencer engagement campaigns that transform the way they are perceived by policymakers, customers, partners and the general public.



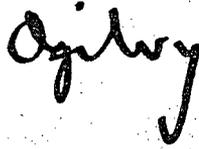
Nick's issues and crisis communications experience includes leading the agency team responsible for helping LexisNexis reposition its Risk Solutions Group as a responsible steward of public records information and a leading provider of risk mitigation solutions to business and government. Additional issues management experience includes managing communications program's on behalf of Panasonic's recycling and green energy agenda at both the state and federal level; providing global issues management support to DuPont; and leading a global team to help ETS/Prometric mitigate damage to its reputation stemming from issues pertaining to its Indian operations.

Prior to joining Ogilvy PR, Nick spent eight years working for Fusion Public Relations. While at Fusion Nick opened and supervised the company's Washington, D.C. office. In this capacity Nick was responsible for client satisfaction, financial management, human resources and business development.

His past clients span industries and have included Elsevier (online information resources); Linux Networx (supercomputing); Xiotech (storage area networking); Anoto (digital pen and paper); Sierra Atlantic (EAI, CRM, SCM, offshore software services); Altitun (optical networking); Shunra Software (network optimization) and many others.

Nick resides in Vienna, VA and holds a bachelor's degree English from Emory University. In 2009 Nick was named to PR Week's '40 under 40', a list of the "industry professionals who demonstrate the powerful future of the industry."

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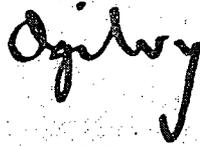
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Juan Felipe Munoz

**Consultant
Crisis Management**

Juan Felipe Munoz founded Otun Group, an international consultancy which provides political risk, financial and strategic advice to corporations, investment professionals and individuals with operations and investments in Latin America. Mr. Munoz has extensive experience in the analysis of political, economic and social situations in Latin America, both at the domestic level and international level. He has advised political and governmental clients in Belgium, Colombia, Chile, Dominican Republic, Mexico and Venezuela. Along with Cesar Gaviria, in the last last years he has helped clients to identify opportunities, arrange transactions and resolve troubled investment situations. Earlier in his career, Mr. Munoz was an associate for Banco Santander and a management consultant for Andersen Consulting. He serves as a board member at The Interamerican Dialogue, Latin America's premier center for policy analysis in Western Hemisphere affairs and has written for El Tiempo newspaper and Semana magazine. A Colombian native, he holds a Master in International Affairs from Columbia University's School of International and Public Affairs, an MBA from The Kellogg School of Management, and he studied B.S. Economics at both Universidad de Los Andes and The London School of Economics.

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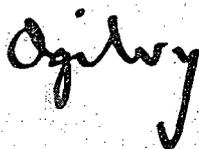
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Bennet Ratcliff

**Consultant
Crisis Management**

Bennet Ratcliff has served as a communications strategist for over 20 years designing, executing, and managing media strategies that integrate corporate communications, crisis management, public relations, advertising, marketing and public policy. He designed and executed the positioning and communications campaign for MySpace from its start-up to its sale to News Corp. He created TV and radio advertisements for President Bill Clinton's 1992 and 1996 Presidential campaigns as well as advertising campaigns for His Holiness the Dalai Lama of Tibet. He has twice won the prestigious Pollie award from the American Association of Political Consultants for Internet advertising and radio campaigns. Ratcliff excels at creating media strategies to reach top-tier broadcast, print, and Internet publications. He works closely and discreetly with executive teams to understand their market goals, then crafts the overarching message, strategy and the tactics to help them achieve success as they define it. His client engagements include major universities, private and publicly traded companies as well as individuals at the highest levels of international business, education and government. His expertise as a media trainer has also aided numerous CEO's, executive management teams, US Cabinet Secretaries, political candidates and international leaders in delivering nationwide speeches, in debates, at press conferences and for televised appearances. He graduated magna cum laude from Princeton University and did post-graduate studies at the Universite de Grenoble in France as a Rotary Foundation Fellow.

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Ogilvy Public Relations Worldwide

Virginia Miracle

Head of Digital Strategy, North America 360° Digital Influence

Virginia is a passionate word of mouth marketing practitioner. She brings a broad range of experiences in executing award winning programs to Ogilvy Public Relations Worldwide.

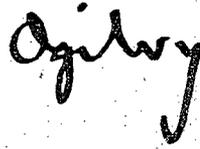


Virginia heads up the strategy team within 360° Digital Influence - Ogilvy's latest interactive discipline designed to manage brands in an era of changing sources and forces of influence. The North American network of Digital Influence Strategists has grown to include a network of teams in 7 offices and a wide range of clients from brands to non-profits and government entities. The strategy team shares a strong insights-based approach to using the power of personal media and social innovations to create a comprehensive approach to all things interactive. Prior to her North American role, Virginia led digital strategy for the Washington office. At Ogilvy, Virginia has led social strategy engagements for Time Warner Cable, the Lance Armstrong Foundation's **LIVESTRONG** movement, a TED Prize project, Intel, and solar innovator SunPower.

Prior to Ogilvy, Virginia lead the Word of Mouth Marketing practice at Brains on Fire where she shepherded the award-winning Fiskateers crafting ambassador movement for the 350 year old Fiskars brand, known for their orange handled scissors. Prior to Brains on Fire, Virginia spent more than 4 years at Round Rock, TX based Dell, Inc. holding various roles in consumer and online marketing roles after completing a tour in Corporate Strategy in the Office of the Chairman. Virginia began her career in marketing in enterprise software at Austin-based Trilogy Software.

Virginia holds a bachelor's degree in English Language and Literature from Princeton University. She is in her third elected turn as a member of the first elected Board of Directors of the Word of Mouth Marketing Association and is believed to be the first person to hold a word of mouth marketing title at a Fortune 50 company. In 2008, to PR Week's 40 Under 40 list. Virginia resides in Austin, TX with husband Jed, son Fletch and worthless mutt Rudy Ray. Virginia shares her musings on social media communications at <http://virginiamiracle.com>.

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Ogilvy Public Relations Worldwide

Layla Revis

Vice President
360° Digital Influence

Layla Revis began her career in media in the Literary Department of Creative Artists Agency (CAA) and in feature film production at Warner Brothers Studios in Hollywood. She has served as the Vice-President of Big Picture Group, a Hollywood-based entertainment advertising agency where she specialized in conceptualizing integrated marketing campaigns for clients such as Bravo, E! Entertainment, Discovery, The History Channel, Miramax, and Sony. In addition, she has covered media, marketing, travel, and sustainability as a print and online columnist for several publications including: Art + Living Magazine, Los Angeles Confidential Magazine, GenArt, Town + Country Magazine, Teen Vogue, Surface Magazine, and Moving Pictures Magazine. Her article on emerging trends in marketing won one of ShortEnd Magazine's Best Film Journalism Must-Reads & Sees of 2007 and she was a Feature Article Winner in the 75th Writer's Digest Contest for a feature on Tony Bennett in Art + Living Magazine.

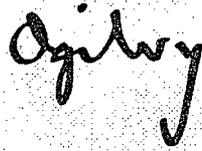


In 2007, she founded two popular luxury eco-travel blogs, JauntMagazine.com and Eco-Adventurer.com, and, most recently, worked with clients such as Women for Women International and the UN Women's Agency in the United Kingdom to advise NGOs on grassroots public relations when entering into the social media space. As a result, in less than two months, Women for Women International's UK Facebook page went from only twelve members to almost two thousand. In less than six months, solely through the use of social media, she developed eight Women for Women student groups on university campuses around the United Kingdom.

She brings her understanding and passion for media to Ogilvy's digital practice with clients that include Pfizer and American Express and is an avid blogger, reader of social media marketing techniques, and is a member of Amnesty International and The Society of Professional Journalists.

Revis has lived, studied, and worked in Costa Rica, Argentina, and Spain and holds a Distinction from The London School of Economics and Political Science with a Master's of Science in Emerging Media and International Development. She holds a Bachelor of Arts from the University of Pennsylvania in English Literature.

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Ogilvy Public Relations Worldwide

Jennifer Mastin Giglio

Vice President Media Relations

Jennifer has extensive experience in leading media relations programs in an effort to manage reputational issues and positively impact public perception. She has developed and implemented strategic media relations campaigns on behalf of the American Chemistry Council, National Rural Electric Cooperatives Association, National Crop Insurance Industry, Lance Armstrong Foundation and the Washington D.C. City Council. Jennifer served in the George W. Bush administration and worked on two presidential campaigns.



Most recently, Jennifer served as Deputy Press Secretary and Director of Operations for the Rudy Giuliani Presidential Committee, where she was a spokesperson for the campaign and oversaw day to day logistical operations. Previously, she was a Director at Susan Davis International where she handled media relations and strategic relationship building for several national and international non-profits. During the 2004 election cycle, Jennifer was a Grassroots Coordinator at the Republican National Committee and went on to serve as a Special Assistant to the Secretary of Education overseeing Senate confirmations and preparing appointees for committee hearings on Capitol Hill. From 2000 – 2003, Jennifer was a Research Analyst at American Viewpoint, where she built survey tools and created strategic communications plans for a variety of political candidates and advocacy groups.

She holds bachelor's degrees in Communications and Marketing Management from Virginia Tech and a master of arts in Political Management from The George Washington University.





Ogilvy Public Relations Worldwide

Heidi D'Agostino

**Executive Vice President
Insights & Research**

Heidi D'Agostino is EVP and manager of Insights & Research for Ogilvy Public Relations Worldwide. Heidi has conducted comprehensive research programs for clients in the corporate, not-for-profit and governmental sectors. She specializes in addressing client needs using the full sphere of research approaches, including secondary and competitive analyses, media and online conversation audits, literature reviews, and original qualitative and quantitative research. Heidi is practiced in brand identity and loyalty research, as well as organization/membership satisfaction and optimization research. Heidi is an experienced moderator, with extensive work with high-level influencers and executives.



Heidi is best known for her global thought-leadership research experience, for which she has co-authored 8 white papers and spoken at a number of industry conferences. She led the ground-breaking global thought-leadership research behind Dove's Campaign for Real Beauty from 2003 to 2009. Her co-authored article on child development and play with Drs. Dorothy and Jerome Singer from Yale University for Unilever's Every Child Has the Right program was featured in the Winter 2009 issue of the American Journal of Play: Children's Pastimes and Play in Sixteen Nations: Is Free-Play Declining?.

Heidi's clients have included: VTech, J&J, DuPont, Wyeth, the Recording Academy, Dannon, Unilever, Tropicana, AstraZeneca, Schwab, the CDC, Church & Dwight, AARP, the Times Square Alliance, Aflac, AAR, ASQ, the CAP and GSK.

Heidi has held positions with Edelman/StrategyOne, Roper, The NPD Group, Kids on the Grow and Nickelodeon/Viacom. Heidi received her BA in Marketing from New York University.

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Ogilvy Public Relations Worldwide

Greg Stanko

Vice President Public Affairs Practice

Over the past 12 years, Greg has specialized in devising and implementing communications and Washington visibility programs for public affairs clients of Ogilvy Washington. He specializes in coordinating coalition public affairs efforts, reaching out to third party groups and creating successful media relations strategies. For the Mexico account, Greg will oversee the media monitoring program and assist with the crisis program.



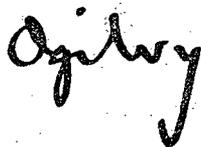
Greg has significant experience working developing public affairs programs for various corporations and trade associations. He was the day-to-day account lead for the agency's public relations work for the American Chemistry Council and helped transition the media relations program from an educational campaign targeted at the general public to an advocacy program aimed at Capitol Hill. He has also overseen public affairs accounts for the American Forest & Paper Association, LexisNexis, EarthLink, Lenovo and Deloitte, among others.

Greg has also handled a variety of crisis situations, ranging from handling general strikes and hurricanes for the government of Puerto Rico, coordinating the merger announcement of LexisNexis and ChoicePoint, assisting BP with media outreach after the Alaska pipeline leak, and developing and implementing a program to support Deloitte leadership during the Arthur Anderson collapse. He has also handled rapid reaction response around Supreme Court decisions, Federal Communications Committee and Federal Trade Commission announcements, Congressional votes and competitor business announcements.

Prior to joining Ogilvy PR, Greg worked for seven years at the Economic Strategy Institute (ESI), a Washington think tank specializing in economic, telecommunications, technology and trade issues. In addition to directing ESI's communications and outreach efforts, Greg has been published in *The New York Times*, *The Washington Post* and *The Washington Times* and numerous regional publications on trade and technology issues.

Greg began his career working on the Republican staff of the Senate Foreign Relations Committee. He has a bachelor's degree in Political Science, with a German minor, from Drew University.





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Colin Drummond

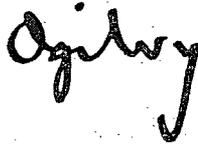
**Head of Planning
OgilvyWest**

Colin is Senior Partner, Head of Planning at OgilvyWest, based in LA and including San Francisco, Sacramento and Denver.

Until very recently, Colin worked at Crispin Porter +Bugusky, where he headed up and built the Cultural & Business Insights department, a 30-person multidisciplinary team of social scientists, account planners, and investigative journalists. Nicknamed "Cogs", which is short for "Cognitive Anthropologists", the goal was to develop culture and business changing insights and strategies for CP+B's client's brands.

Colin joined CP+B in 2004 with 17 years of experience building brands. he has learned to read between the lines and help brands take a leading place in culture by consciously challenging the rules. Along the way, he has helped create countless business changing, award-winning campaigns for Burger King, VW, MINI, Windows, Old Navy, American Express and Coke Zero. Among the accolades: Grand Effie for "Whopper Freakout," Advertising Age and Adweek's Agency of the Year, CLIO Client of the Year Burger King, and multiple Grand Prix and Titanium awards at the Cannes Festival.

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Ogilvy Public Relations Worldwide

Julie DeAngelis

**Program Director
OgilvyWest**

Julie DeAngelis has been with Ogilvy for over 8 years. She began her time here in 2000 working on the successful "Dan Reeves" campaign for Merck's Zocor. She then went on to help launch the general awareness campaign for the GSK blockbuster Advair and worked on Kaletra, an HIV protease inhibitor from Abbott.

After leaving Ogilvy in 2004, Julie went to Merkley + Partners Healthworks where she worked on the "John Elway" and "Acid Test" campaigns for TAP's Prevacid and the first TV campaign for Femara, a treatment for early stage breast cancer from Novartis Oncology.

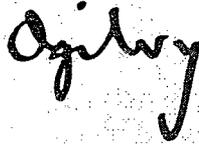
After honing her skills in direct-to-consumer advertising, Julie came back to Ogilvy in 2006 to work on the launch of Relationship Marketing campaigns for two Wyeth brands: Lybrel, a continuous use oral contraceptive, and Pristiq, an antidepressant.

Julie began working on the global Siemens account in 2008 and launched the successful "Somewhere in America" campaign in late 2009.

In 2010, she transitioned from Siemens to work on FAGE Total yogurt, Ogilvy's Search for the World's Greatest Salesperson contest and new business for Guthy-Renker's blockbuster acne brand, Proactiv.

Julie received her degree in advertising from the University of Florida in Gainesville and will always be a southerner at heart. She has recently moved to San Francisco with her husband and incorrigible dachshund.

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Ogilvy Public Relations Worldwide

Martin Ramos

Planning Director OgilvyWest

Martin recently joined Ogilvy West as Planning Director with strategic oversight of a number of clients.

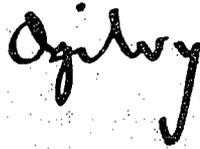
He began his career on the other side of the world as a brand manager in one of the Philippines' largest food manufacturers. After a few years of working on the client-side, he shifted and joined a leading advertising agency, ASPAC/Bates Advertising. There he concentrated on developing marketing communications for some of the world's most iconic brands such as Coke, Kodak, Puma, Wrigley's and Nokia.

In 2004, he moved to Los Angeles to join TBWA/Chiat/Day. As Planning Director, he was responsible for some of the industry's most notable campaigns - the introductions of Sony PlayStation Portable and PlayStation 3, the re-branding of Pepsi that launched the Pepsi Refresh Platform, as well as the brand transformation of Gatorade, including the recent introduction of the G Series.

His thinking has been recognized at the 4A's, Effies, One Show, DA&D, and Emmys. One of the initiatives he spearheaded for Gatorade, REPLAY, was the most awarded campaign of the 2010 Cannes Advertising Festival, commonly known as the Olympics of advertising. He has also served as judge for the Effie Awards.

Before entering the corporate world, Martin was a member of the Philippine national men's soccer team and represented his country all over the world. Nowadays, he gets his "futbol" fix playing in Sunday leagues, coaching his son's team and gaming on the PlayStation or wii.

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Ogilvy Public Relations Worldwide

Dan Burrier

**Chief Innovation Officer
Ogilvy & Mather, North America**

Nine-year-old Dan listens as Ray Bradbury describes a short story, "The Veldt," at a reading, El Camino Community College, Los Angeles: "As the parents walk down the hall to the nursery," Bradbury says, "I don't know what's going to happen. I simply follow them and watch." Dan thinks this is somehow a calling to become a novelist; it turns out, in fact, to be an apt description of a career in advertising. (The parents are eaten by lions.)

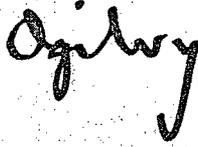
At 12, Dan plants a cardboard sign in the middle of his parents' newly mown lawn. "Want your lawn to look like this? Call now." His first direct response ad. Fast forward. Past the B.S. in Electrical Engineering.* Past the minor in English literature.* (University of California, San Diego.) Past work at the IBM Los Gatos Research VLSI design lab, writing a language compiler for a Logic Design Simulator. Past grad school in English Lit at the University of Washington. Time to make money. Dan opens a boutique in Seattle with clients Microsoft, Seafirst Bank and Red Hook Ale. Moves to Los Angeles. Signs with BBDO, working up to group creative director on Apple, Best Western and Ortho, collecting a Lion, Beldings, Ad Age Best and One Show creative awards.

In 1997, Dan takes a call from Ogilvy and heeds it, working on IBM, Motorola (HelloMoto), Perrier, Cotton, and Andersen, as well as leading the Young Guns creative group. In 2002, Ogilvy asks Dan to take the reins at Ogilvy LA. In 2007, Dan adds San Francisco to the mix with business partner Heather MacPherson. The adventure continues, with incursions into the worlds of fashion, technology, health, hospitality, kids and CSR, via Cisco, Mattel, Kraft, ampm, ARCO, NatureMade, Tabasco, SolarWorld, Wells Fargo, Heal the Bay and Generation Rwanda.

A marathoner,* surfer and snowboarder, Dan is an ordained Zen priest*, the father of 17-year-old son Nicolas, and husband to Lauri, a painter, sustainable landscape designer and entrepreneur.

With partners at Cisco and Ogilvy Entertainment, Dan and Lauri founded GOAL4.ORG a non-profit dedicated to reducing infant mortality in sub-Saharan Africa. Lauri and Dan have developed programs with LAUSD, Squid and Squash, and Mother of Many to mentor at-risk Los Angeles youth in creative expression and life exploration. Dan sits on the board of the Emma Bowen Foundation; Lauri on the board of Mother of Many.

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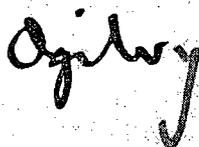


Ogilvy Public Relations Worldwide

In his current position of Chief Innovation Officer, Dan is focused on unleashing the alchemy of Ogilvy's (and its clients') people, technologies and practices with the intent to create new, highly-profitable* business models and approaches to market, for the common good.*

* "Contradictions? Coincidences? Is there any such thing?"

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Ogilvy Public Relations Worldwide

Arturo Ruiz

Partner – Client Leader
Mindshare Latin America

Arturo is VP Senior account leader for multinational accounts in Latin America with a background in fast moving consumer goods, technology, digital media and tourism. Currently he is responsible for media activity for the Mexico Tourism Board in the United States, Canada and some European countries.



In my current position working for Multi-national clients at Mindshare Latin America I have been able to gain a deep knowledge of the Latin American Region, the US Hispanic market, the Mexican market and some European markets as well as the many changes that have occurred in the Communications, Marketing and Media arena over the past years and the challenges, implications and opportunities to achieve effective communication.

As a Communications planner I have been able to understand the needs of the advertisers/agencies from the perspective of Marketing and Advertising across all media and internet.

Arturo started his advertising and media career in Leo Burnett in 1989 and shortly after he joined JWT in the Latin America Media area. As the market evolved Arturo was also part of the development of Mindshare in Latin America.

In addition to his international media experience, Arturo has worked in diverse areas such as Public Relations, TV Production and book publishing.

Arturo obtained a degree in Communications from Instituto Tecnológico de Monterrey and spent one year at the University of Wisconsin at Eau Claire taking courses in Broadcast Journalism. He also spent one year at Instituto Panamericano de Administración de Empresas (IPADE) majoring in Business Administration.

Arturo is based in Mexico City.

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Ogilvy Public Relations Worldwide

Carolina Stavrositu

**Associate Director
Mindshare**

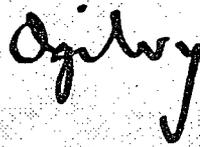
Carolina is an Associate Director with over 10 years experience in media. During this time Carolina has led US and international channel strategy and integrated media program development including TV, Print, Digital, Mobile, Social Media, Search, OOH, Events and Radio.

In her current position, Carolina has designed and implemented a successful global strategic planning and performance process for agency teams across the globe resulting in proven operational and cost efficiencies. In addition, she maintains strong working relationships with US and global media partners, manage media plan development, negotiation strategies and ensure brand messaging alignment with multi-media properties.

Carolina has extensive international experience living and working in developed and emerging markets in North, Central and South America, Europe, Africa and Asia. She has also worked with governments and the private sector for the development of promotional country reports targeting FDI prospects.

Carolina obtained a bachelor of the arts from San Diego State University in International Business. During that time she spent a year at the University Complutense of Madrid and a semester at the University of Barcelona. Carolina is trilingual speaking English, Spanish and Romanian

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Ogilvy Public Relations Worldwide

Simon Anholt

Policy Advisor

During the last 12 years, Simon Anholt has advised the governments of more than 40 countries on questions of national identity and reputation, public diplomacy, trade, tourism, cultural and educational relations, export and foreign investment promotion. He works closely with heads of state, heads of government, ministers, private sector and civil society leaders in a series of unique one-day policy planning workshops called *conversazioni*.



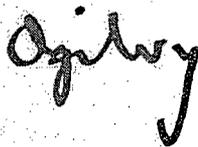
Countries where Simon Anholt has worked include the Netherlands, Latvia, Croatia, Bhutan, Botswana, the Faroe Islands, Finland, Chile, Tanzania, Jamaica, Sweden, Australia, Denmark, Switzerland, Norway, Malaysia, China, Ireland, Germany, Belgium, Canada, Scotland, Slovenia, Ecuador, South Africa, Sierra Leone, Afghanistan, Poland, Turkey, Ireland, Saudi Arabia, Hungary, Romania, South Korea, New Zealand, Pakistan, Singapore, Egypt and the Baltic Sea Region. At home in the United Kingdom, he is a member of the Foreign Office Public Diplomacy Board. He collaborates frequently with multilateral institutions including the United Nations, NATO, the World Bank and the European Union.

As a researcher, Simon Anholt created three major international surveys in 2005, the Anholt Nation Brands Index, City Brands Index and State Brands Index, which he now produces in partnership with GfK Roper Custom Research, one of the world's leading research firms.

Simon Anholt launched and now edits the quarterly journal *Place Branding and Public Diplomacy*, the only academic resource in this field.

He is a regular writer and broadcaster on issues relating to the images and identities of places, and has written five books on the subject which have been published in many languages.

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Ogilvy Public Relations Worldwide

Marion MacKenzie

**President
GCI Group, Canada (Ogilvy Partner)**

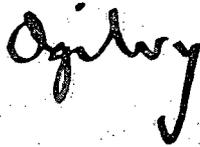
Marion MacKenzie is an award-winning senior communications executive with a particular focus on issues and stakeholder relations and marketing communications.

Prior to her current role, MacKenzie was Vice President, Corporate Communications, Nortel Networks, one of the world's largest telecommunications providers, managing the Company's communications. Previously MacKenzie was Executive Vice President, GCI Group where she was responsible for leading the Canadian corporate and consumer practices. During this time she received two national awards for issues management programs on behalf of Mattel, for a car seat safety public education campaign, and Six Continents Hotels. Earlier in her career she spent five years in financial services managing both internal and external communications programs and prior to that an Information Officer with the Province of Nova Scotia.

As Principal, Boadicea Consulting she developed and executed issues management programs in the areas of consumer advocacy, women and violence and, disabled persons' advocacy for the Federal Government and the Province of Ontario. She also consulted for American Express, Baskin-Robbins among others.

MacKenzie holds a Master of Business Administration from the Joseph L. Rotman School of Management, University of Toronto and a Bachelor of Public Relations with Distinction from Mount Saint Vincent University. She is a member of the Canadian Women's Foundation 100.

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The logo for Ogilvy, written in a stylized, cursive script.

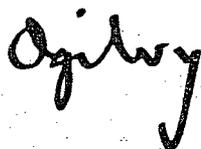
Ogilvy Public Relations Worldwide

El presente acuerdo fue leído y aprobado por Andrew Kochar en cuanto a su contenido y ha sido ejecutado el 25 de febrero de 2011.

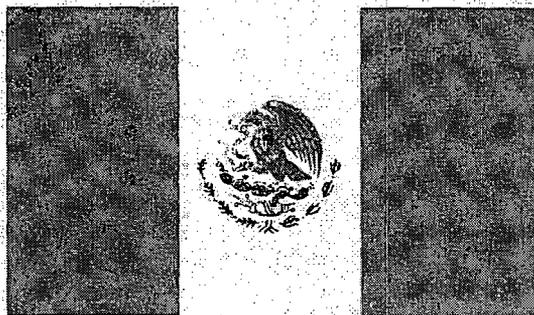
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Andrew Kochar
Representante Legal
Ogilvy Public Relations

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Ogilvy Public Relations Worldwide



Presupuesto de la Estrategia de Promoción y Posicionamiento de la Marca País y la Imagen de México en el Exterior

Febrero 2011

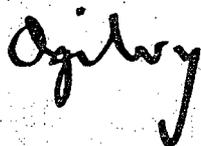
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Ogilvy

Ogilvy Public Relations Worldwide

	FULL YEAR								
	Retainer (Labor)	Deliverables (Labor)	Sub-Total (Labor)	Retainer %	Deliverables %	Paid Media	Paid Search	Pass Through Costs	Total
NA	\$ 5,329,738	\$ 12,035,205	\$ 17,365,944	30.7%	69.3%	\$ 20,266,128	\$ 2,093,394	\$ 6,195,032	\$ 45,920,497
France	\$ 377,998	\$ 1,378,193	\$ 1,756,191	21.5%	78.5%	\$ -	\$ 742,992	\$ 209,665	\$ 2,708,848
UK	\$ 332,863	\$ 1,206,638	\$ 1,539,501	21.6%	78.4%	\$ -	\$ 859,758	\$ 391,978	\$ 2,791,237
Germany	\$ 334,633	\$ 1,211,638	\$ 1,546,271	21.6%	78.4%	\$ -	\$ 694,623	\$ 214,665	\$ 2,455,559
Spain	\$ 288,329	\$ 1,111,638	\$ 1,399,967	20.6%	79.4%	\$ -	\$ 640,083	\$ 264,554	\$ 2,304,604
China/Russia	\$ 353,053	\$ 830,000	\$ 1,183,053	19.8%	70.2%	\$ -	\$ 439,893	\$ 158,201	\$ 1,781,148
Japan	\$ 170,589	\$ 407,721	\$ 578,290	29.5%	70.5%	\$ -	\$ 606,000	\$ 32,701	\$ 1,215,992
Out of Scope Markets	\$ -	\$ 62,000	\$ 62,000	0.0%	100.0%	\$ -	\$ -	\$ -	\$ 62,000
Tourism	\$ -	\$ 640,000	\$ 640,000	-	-	\$ -	\$ -	\$ 1,382,177	\$ 2,022,177
Total	\$ 7,187,183	\$ 18,884,034	\$ 26,071,218	27.6%	72.4%	\$ 20,266,128	\$ 6,076,743	\$ 8,848,973	\$ 61,263,061
% Of Total	11.73%	30.82%	42.56%			33.08%	9.92%	14.44%	100.00%

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The logo for Ogilvy, written in a stylized, cursive script.

Ogilvy Public Relations Worldwide

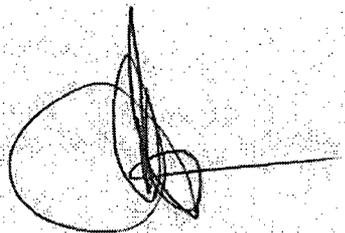
El presente acuerdo fue leído y aprobado por Andrew Kochar en cuanto a su contenido y ha sido ejecutado el 25 de febrero de 2011.

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Andrew Kochar
Representante Legal
Ogilvy Public Relations

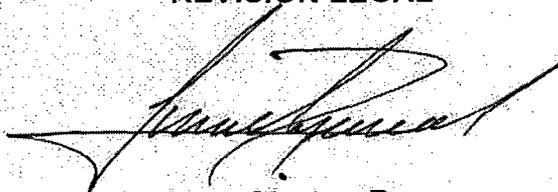
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Contrato No. DRA/02/2011



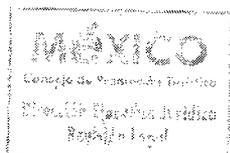
Manuel Díaz Cebrián
Director Regional para Europa y Resto
del Mundo
Enlace para el seguimiento y ejecución
del presente contrato

REVISIÓN LEGAL



Jorge Mezher Rage
Director Ejecutivo Jurídico
Responsable de la revisión jurídica del
presente contrato

ESTA HOJA DE FIRMAS ES PARTE INTEGRANTE DEL CONTRATO DE PRESTACIÓN DE SERVICIOS NÚMERO DRA/02/2011, CELEBRADO ENTRE EL CONSEJO DE PROMOCIÓN TURÍSTICA DE MÉXICO, S.A. DE C.V. Y LA EMPRESA OGILVY PUBLIC RELATIONS WORLDWIDE INC, DE FECHA 28 DE FEBRERO DE 2011.



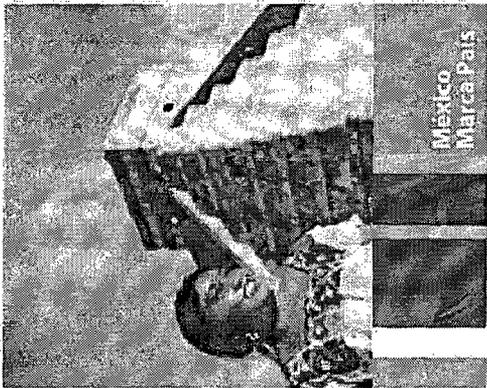
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MÉXICO



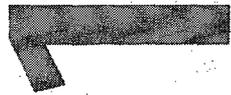
**Guía breve de uso de Marca
México / País**



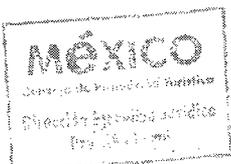
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Introducción



*... México, país de luz, fusión de culturas,
sonrisa eterna de su gente...*



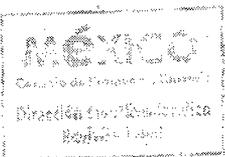
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- 1 Introducción
 - 1.1 Imagen ante el mundo
 - 1.2 Cómo usar esta guía
 - 1.3 Posicionamiento
- 2 Propiedades
 - 2.1 La Marca
 - 2.2 Áreas de protección y tamaño
 - 2.3 Marca en blanco y negro
 - 2.4 Marca simplificada. Dos tintas
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 - 2.7 Paleta principal de color de la Marca
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 - 2.9 La Marca con razón social
 - 2.10 La Marca con lema
 - 2.11 Usos incorrectos 1 y 2

Guía breve de uso de la Marca México / País



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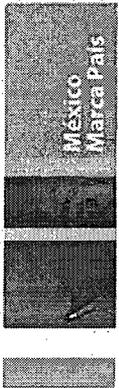


Imagen ante el mundo

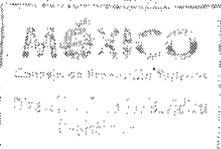
La oferta de beneficios a nivel mundial ha generado en cada país la necesidad de trabajar intensamente en la proyección de sus bonoades hacia el extranjero. El Consejo de Promoción Turística de México ha querido reforzar su posición ante el mundo evolucionando su imagen gráfica en busca de una mayor proyección entre las naciones.

La idea es desarrollar una identidad de marca que comunique la actualidad de nuestro país, que evoque de forma sencilla nuestra fortaleza y que rompa estereotipos ante el mundo.

Con el fin de estandarizar y reglamentar el tratamiento visual y la aplicación gráfica de la marca México/Pais y tomando en cuenta los alcances de la misma, se propone este Manual de Uso de Marca, cuyo objetivo es servir de instrumento y de orientación para todas aquellas organizaciones que participen de los esfuerzos de coordinación del Consejo de Promoción Turística.

Confiamos en transmitir, a través de este manual, la inspiración que motivó la propuesta de renovación y el impacto que se busca para expresar nuestro presente, a través de una imagen sólida y memorable ante todas las poblaciones del mundo.

Guía breve de uso de la Marca México / Pais





Cómo usar esta guía

Es indispensable leer detenidamente las páginas de este Manual de uso de Marca para familiarizarse con su contenido de forma que se apliquen correctamente las normas establecidas en ella.

Este documento contiene aplicaciones específicas y reglas necesarias para evitar cualquier error que altere el diseño original o disminuya los alcances de comunicación de esta Marca/País.

Es importante señalar que los elementos gráficos y metodológicos del presente manual no pueden ser reproducidos con fines distintos a los del Consejo de Promoción Turística de México.

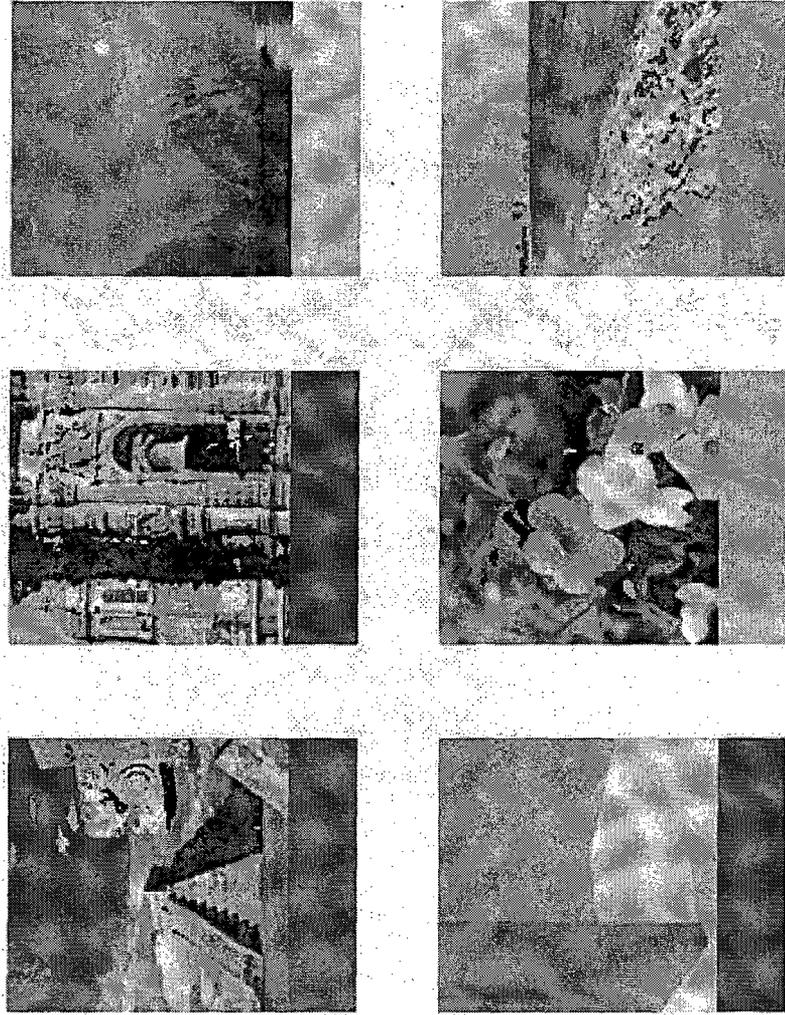
Para cualquier duda sobre la aplicación correcta de la Marca México, deberá hacerse una consulta al responsable de la Gerencia de Marca del Consejo de Promoción Turística a la siguiente dirección de e-mail: gerenciademarka@visitmexico.com

Al final de este Manual se encuentra un CD que incluye los documentos digitales de la Marca México para utilizarse en impresión.

Nota: Los colores impresos en esta guía no deberán ser tomados como base para reproducción, por lo que se deberá consultar la guía oficial Pantone Matching System o las equivalencias de Selección de Color (CMYK) que se encuentran indicadas en este documento.

Guía breve de uso de la Marca México / País





Posicionamiento

El Consejo de Promoción Turística de México (CPTM) identificó la oportunidad de revisar y renovar la imagen de marca México como destino turístico para proyectar una imagen distintiva, apropiada y relevante al mercado nacional e internacional y representar la oferta global del país de forma consistente y unificada.

México se posiciona en el mundo como un país único y diverso, más allá de la hospitalidad.

México es una cultura milenaria y una sociedad original, rico en historia, tradiciones y naturaleza; gente simpática e ingeniosa. México es un país de luz, rico en colores y sabores. México es un puente de encuentro entre la tradición ancestral y la vanguardia moderna.

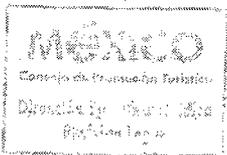
México también es:

- Un lugar de mezcla, de fusión, de diálogo y de adaptación.
- Una tierra de oportunidades y certidumbre.
- Un sitio de productos originales y soluciones innovadoras.

La combinación: diversidad cultural, flexibilidad y adaptación, posiciona a México como un país con raíces (tradición) y con aspiraciones (modernidad).

La síntesis de ambas dimensiones brinda una imagen potente y favorable para obtener beneficios en los intercambios de la globalización.

Guía breve de uso de la Marca México / País

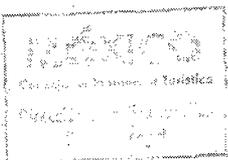


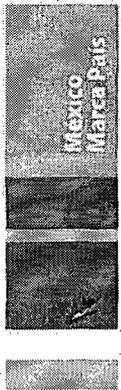


Propiedades

2

... México, país diverso y vibrante, casa de gente alegre, hospitalaria y viva...





La Marca México

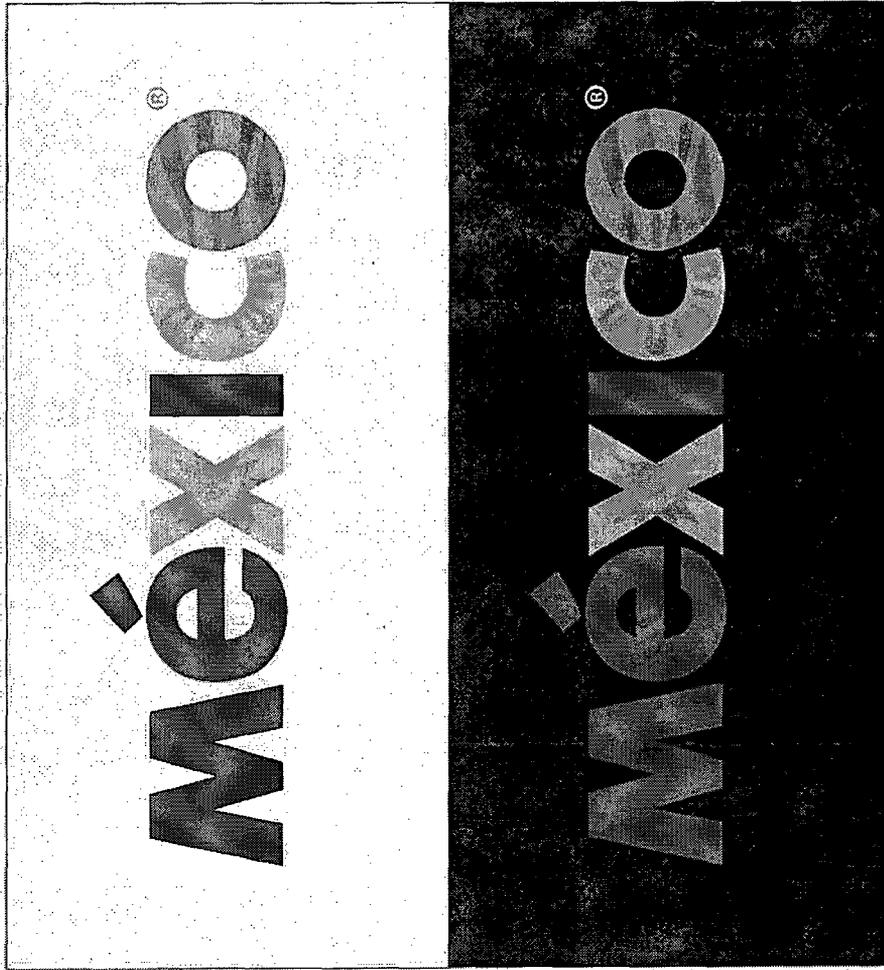
El concepto de la Marca México busca proyectar la inmensa diversidad de nuestro país en términos de riqueza, calidez y alegría. La identidad de nuestra patria se basa en el resultado de la intersección de realidades a través del tiempo, que van desde nuestra milenaria herencia prehispánica, la riqueza de la etapa virreinal, hasta la moderna propuesta contemporánea dentro de una tierra fértil y llena de bondades.

La Marca México se compone de un arreglo tipográfico de la palabra México en una combinación de altas y bajas con acento (elemento gráfico propio de nuestra lengua) que contiene una serie de elementos distintivos de nuestra evolución, que con el tiempo se han consolidado como identificaciones inconfundibles de nuestra patria.

México es también color y de ahí la gama de valores cromáticos de temperaturas encontradas (cálidos, estridentes y vivos) que proyectan la riqueza visual de nuestro país: el rojo, color patrio, símbolo de pasión y sangre; magenta (llamado rosa mexicano), pigmento generado por nuestros ancestros y símbolo del carisma mexicano; amarillo, color de luz, energía, riqueza, calidez, brillo; morado, color popular de misterio y magia; verde, color de abundancia y vida y finalmente el color turquesa, color propio de nuestras costas.

La Marca México es proyección de vida, alegría, diversidad y hospitalidad.

Logo de la Marca México





Áreas de protección y tamaño mínimo

Debido a la gran cantidad de participantes en los esfuerzos de comunicación de la Marca México como las diferentes entidades federativas, patrocinadores y/o socios comerciales, se le ha asignado el área de protección, que deberá ser respetada en su aplicación cuando comparta espacio con ellos.

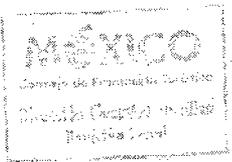
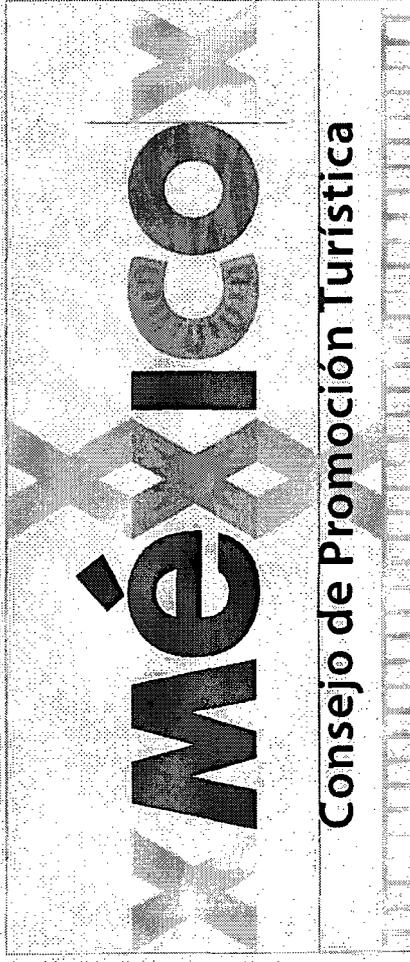
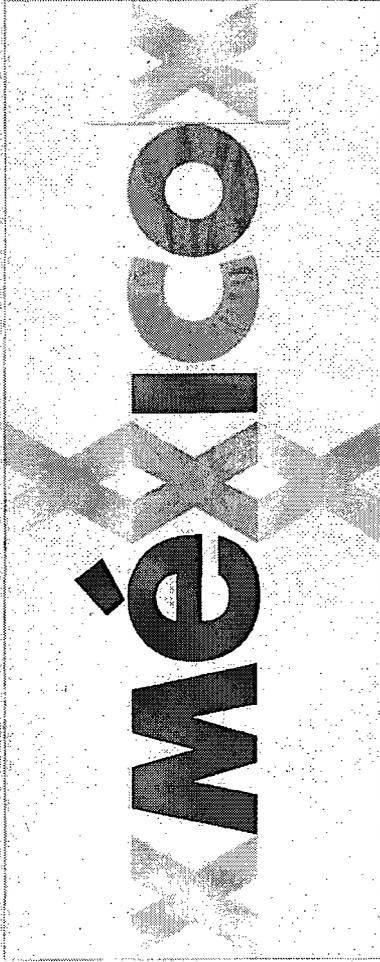
Ya que la estructura visual de la Marca México tiene una construcción que parte de su propia composición tipográfica, se ha tomado como unidad de medida de protección la letra "X", la cual establece las medidas de alto y ancho que componen el espacio mínimo que deberá proteger la Marca México de sus acompañantes en cualquier pieza de comunicación tanto impresa como digital o de medios.

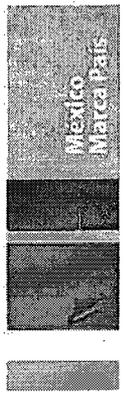
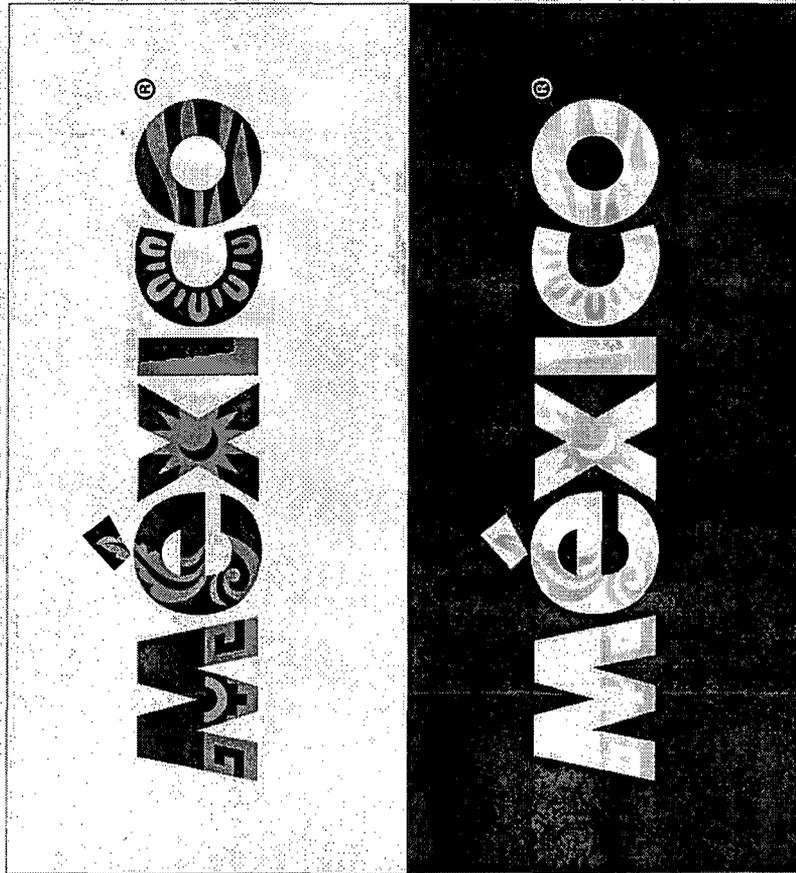
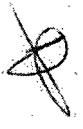
De igual manera, se sugiere tomar la medida que existe desde la base de la letra X (de la Marca) hasta su primer vértice interno como medida de altura de las mayúsculas para los textos que formen parte de la Razón Social o textos comerciales, como slogans.

Es importante señalar que el interletraje de las palabras que forman la Razón Social deberá ajustarse al largo de la marca México, exceptuando su aplicación en los idiomas: inglés, alemán y japonés (esto debido a que la extensión es muy corta).

Uno de los factores importantes en el desarrollo de la Marca México es el de reducción. Aunque es recomendable no utilizar la Marca en su tamaño mínimo, se propone una reducción crítica (cuya altura es de 5 mm.) para aquellos casos en que sea absolutamente necesario.

Guía básica de uso de la Marca México

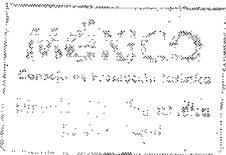


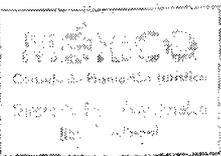


El contexto de la Marca México también contempla aplicaciones en blanco y negro, para su inserción en medios como el periódico (prensa). Tomando en cuenta esto, se ha desarrollado una versión de la Marca para aplicarse en escala de grises (contemplando la ganancia de punto de este sistema de impresión) para aplicarse tanto en fondo blanco como sobre fondo negro.

Marca en blanco y negro

Una breve descripción de la Marca México





Marca simplificada. 2 tintas

Se han contemplado también las limitantes de impresión a las que se podría enfrentar la Marca México, así como los distintos presupuestos que dictan las condiciones de reproducción de algunas piezas de comunicación.

La Marca México cuenta con algunas variantes de simplificación en términos de número de tintas y los sistemas de impresión comúnmente conocidos.

Una de estas variantes es la que depende de dos tintas únicamente, para la cual se propone emplear una de las 6 tintas directas de la Marca al 100% y un porcentaje de negro que sobre imprima para generar las texturas como se muestra en estos ejemplos.

Es necesario observar que cuando la marca se imprima en rojo 1795, en morado 248 o en verde turquesa 7467, el porcentaje de negro deberá ser del 25%, mientras que en los otros colores deberá ser del 20%, excepto en el amarillo 130 que será 15%.

Nota: Los colores impresos en esta guía no deberán ser tomados como base para reproducción, por lo que se deberá consultar la guía oficial Pantone Matching System o las equivalencias de Selección de Color (CMYK) que se encuentran indicadas en esta página.

■ MÉXICO®

PMS 1795 C
Negro 25%

■ MÉXICO®

PANTONE Process Magenta
Negro 20%

■ MÉXICO®

PMS 130 C
Negro 15%

■ MÉXICO®

PMS 248 C
Negro 25%

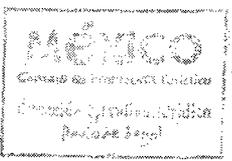
■ MÉXICO®

PMS 376 C
Negro 20%

■ MÉXICO®

PMS 7467 C
Negro 25%

Guía simplificada de uso de la Marca México



Marca simplificada. 1 tinta con pantallas

Otra de estas variantes es la que depende de una tinta únicamente. En este caso se propone generar las texturas con el empleo de un porcentaje del 65% de tinta, de forma que la Marca conserve la viveza del color sin perder la comunicación de los elementos gráficos.

Nota: Los colores impresos en esta guía no deberán ser tomados como base para reproducción, por lo que se deberá consultar la guía oficial Pantone Matching System o las equivalencias de Selección de Color (CMYK) que se encuentran indicadas en esta página.



PMS 795 C
PMS 795 C al 65%



PANTONE Process Magenta
PANTONE Process Magenta al 65%



PMS 130 C
PMS 130 C al 65%



PMS 248 C
PMS 248 C al 65%



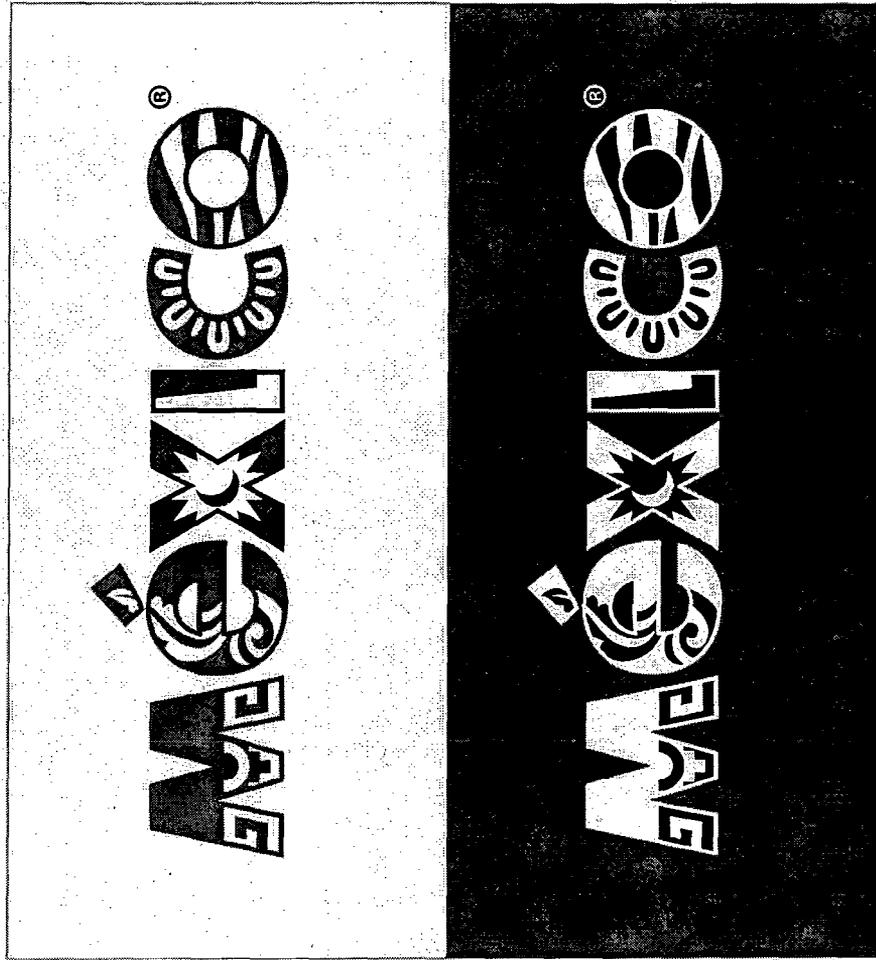
PMS 376 C
PMS 376 C al 65%



PMS 7497 C
PMS 7497 C al 65%



10 

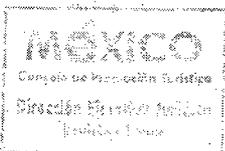
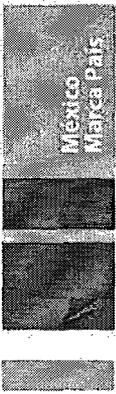


Una más de las posibles aplicaciones es la que se refiere a aquellos casos en los que no se pueda emplear color.

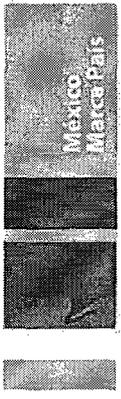
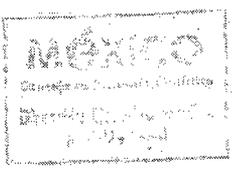
Esta variante cubre los requerimientos para aplicaciones especiales como grabados ciegos (sin tinta), ya sea sobre piel o superficies de papel.

Existe también la posibilidad de generar altos y bajos relieves si así se desea o bien emplear esta variante para su impresión en Hot Stamping.

Marca simplificada. Tinta sólida



Marca simplificada de la Marca México / Pais

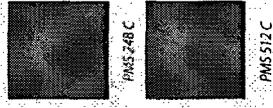
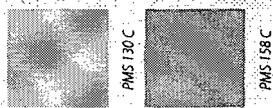
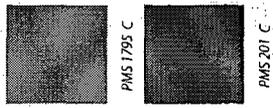


Paleta de colores

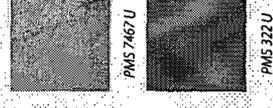
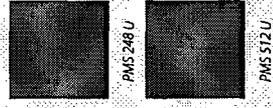
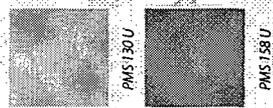
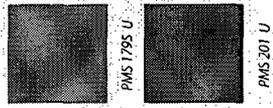
Tomando en cuenta la variedad de procesos y sistemas, tanto de impresión como de comunicación digital, se ha seleccionado una paleta de color que distinga a nuestro país y que sea consistente en luminosidad dependiendo el medio en que se aplique. De ahí que la Marca México se deberá aplicar con las siguientes propiedades de color para impresión (tintas directas o selección de color cmyk).

Nota: Los colores impresos en esta guía no deberán ser tomados como base para reproducción, por lo que se deberá consultar la guía oficial Pantone Matching System o las equivalencias de Selección de Color (CMYK) que se encuentran indicadas en esta página.

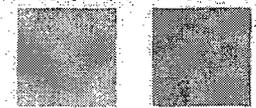
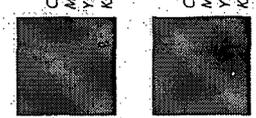
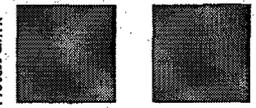
Pantone Solid coated



Pantone Solid uncoated



Process CMYK



Myriad Pro Black
ABCDEFGHIJKLMNQRSTUWXYZ
abcdefghijklmnopqrstuvwxy
0123456789

Myriad Pro Bold
ABCDEFGHIJKLMNQRSTUWXYZ
abcdefghijklmnopqrstuvwxy
0123456789

Myriad Pro Semibold
ABCDEFGHIJKLMNQRSTUWXYZ
abcdefghijklmnopqrstuvwxy
0123456789

Myriad Pro Regular
ABCDEFGHIJKLMNQRSTUWXYZ
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0123456789

Myriad Pro Light
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0123456789

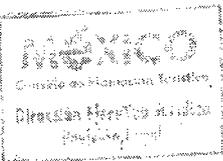
Una parte importante en los esfuerzos de comunicación es la personalidad que se proyecte en todos los textos y comunicados que tengan que ver con la Marca México, para ello se ha seleccionado una familia tipográfica desarrollada por Adobe Systems: "Myriad Pro" (formato OpenType), la cual deberá ser empleada para componer textos de cualquier tipo, ya sean títulos, subtítulos, llamadas o cuerpo de texto para comunicados extensos.

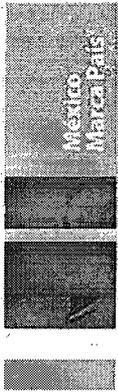
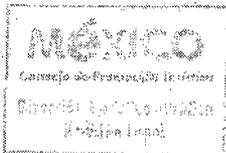
Myriad cuenta con una personalidad cálida y una excelente lectura debido al tratamiento de las letras, así como a sus proporciones.

La estructura abierta de Myriad permite componer ajustes precisos de textos así como una lectura cómoda y variada, lo cual favorece a la Marca México, dándole una identidad fresca y actual.

Guía Inversa del Comité Mexicano de Marca

Tipografía





Marca con Razón Social

La Razón Social de la Marca México es: "Consejo de Promoción Turística de México". Pensando en las diferentes traducciones para otros países en donde el Consejo de Promoción Turística tenga actividades, se han creado las variantes de la Marca con su Razón Social en varios idiomas.

Es importante señalar que el interletraje de las palabras que forman a Razón Social deberá ajustarse al largo de la marca México, exceptuando su aplicación en los idiomas: inglés, alemán y japonés (esto debido a que la extensión es muy corta).

MÉXICO
Consejo de Promoción Turística

MÉXICO
Conseil de Promotion Touristique

MÉXICO
Tourism Board

MÉXICO
Ente per la Promozione Turistica

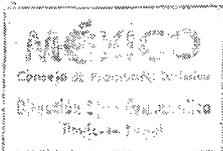
MÉXICO
Conselho de Promoção Turística

MÉXICO
メキシコ観光局

MÉXICO
Fremdenverkehrsbüro

MÉXICO
Een wereld vol verbeelding





Marca con Lema

El Consejo de Promoción Turística cuenta con campañas de publicidad que refuerzan la imagen de México como destino turístico a nivel mundial y se ha desarrollado la solución gráfica para este propósito.

Para efectos de mayor impacto en el lema de campaña o slogan, a diferencia de la razón social (CPTM), se propone aumentar el tamaño del puntaje de este texto en base al trazo de la letra para aumentar visibilidad y lectura en anuncios de publicidad.

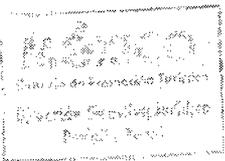
El tamaño de texto asignado corresponde a la altura de las letras l,b,h o cualquier letra de caja baja (minúsculas) desde su base de fuste hasta el límite del ascendente alineado a la base del trazo superior de la greca que se encuentra en la letra M y se usará siempre al mismo puntaje con la posibilidad de traducir los lemas al idioma que se requiera.

México®

Vive hoy, vive lo tuyo

México®

Vive hoy, vive lo tuyo



Usos incorrectos

Es importante ajustarse a los lineamientos de esta guía de uso de Marca, de modo que la proyección de la imagen de nuestro país sea consistente y adecuada.

Cualquier alteración en posición, tamaño, empleo de colores en la Marca México resultaría en una comunicación desfavorable hacia el público objetivo.

Con el fin de evitar malas interpretaciones y ejecuciones defectuosas, se han seleccionado algunos ejemplos de usos incorrectos de la Marca México como se muestran en esta página y en la siguiente.

México

Vive hoy, vive lo tuyo

Proyecto de Ley de la Marca México

México

Vive hoy, vive lo tuyo

Proyecto de Ley de la Marca México

México

Vive hoy, vive lo tuyo

Proyecto de Ley de la Marca México

México

Vive hoy, vive lo tuyo

Proyecto de Ley de la Marca México

México

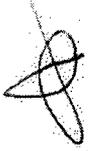
Vive hoy, vive lo tuyo

Proyecto de Ley de la Marca México

México

Vive hoy, vive lo tuyo

Proyecto de Ley de la Marca México





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México®

No agregar colores y tamaño

México®

Vive hoy, vive lo tuyo

No agregar tamaño y posición

México®

Vive hoy, vive lo tuyo

No agregar contenidos a la Marca

México®

Vive hoy, vive lo tuyo

No colocar la marca sobre fondos abstractos o k. de la paleta de color

México®

Vive hoy, vive lo tuyo

No agregar colores

Guía de uso de la Marca México País

