

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 No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 11, 2016	Sharon Balkam, Managing Director, Practice Business Mgr	/s/ Sharon Balkam

eSigned

U.S. Department of Justice

Washington, DC 20530

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

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the 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

Burson-Marsteller LLC (Washington DC)

2. Registration No.

6227

3. Name of Foreign Principal

Consejo De Promocion Turistica De Mexico, S.A. de C.V.

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, 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.

Burson-Marsteller will provide integrated public relations services support the Client's communications objectives in the United States. Activities will include research and analysis, media relations, stakeholder engagement, content development and engagement opportunities.

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

Burson-Marsteller will provide integrated public relations services support the Client's communications objectives in the United States. Activities will include research and analysis, media relations, stakeholder engagement, content development and engagement opportunities.

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.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 11, 2016	Sharon Balkam Managing Director/Business Mgr	/s/ Sharon Balkam eSigned

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.

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**COMMUNICATIONS AND PUBLIC RELATIONS AGREEMENT NUMBER
MTB/DRNA/003/2016**

(THE "AGREEMENT")

EXECUTED BY AND BETWEEN

**CONSEJO DE PROMOCION TURISTICA DE MEXICO, S.A. DE C.V., HEREIN
REPRESENTED BY RODRIGO ESPONDA CASCAJARES, REGIONAL DIRECTOR OF
NORTH AMERICA AND YADIRA LÓPEZ SALAS, DEPUTY GENERAL MANAGER FOR
MARKETING AND PROMOTION (HEREINAFTER AS THE "BOARD")**

AND

**BURSON-MARSTELLER, LLC, THROUGH ITS CHIEF FINANCIAL OFFICER
WORLDWIDE, PAT PRZYBYSKI, AND ITS CHIEF FINANCIAL OFFICER IN THE US
REGION, JEROME D. SELICK (HEREINAFTER AS "B-M")**

1. Representations and Warranties

1.1 The Board hereby represents and warrants:

i. It is a Mexican majority state-owned corporation of the Federal Public Administration, incorporated by means of public deed number 39,873, dated October 11, 1999, issued by Mr. Francisco Jacobo Sevillano Gonzalez, Notary Public number 32 for Mexico City, registered before the Public Registry of Commerce in Mexico City under commercial file number 257,234.

ii. Its representative has legal capacity to enter into this Agreement as evidenced in public deed number 62,664, dated November 14, 2014, issued by Mr. Francisco Jacobo Sevillano Gonzalez, Notary Public number 32 for Mexico City, and duly Apostilled for its enforceability in the United States of America.

iii. Its Federal Taxpayers Registry Code is CPT 991022 DE7.

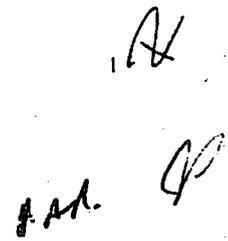
iv. Its address for legal purposes under this Agreement is located at Viaducto Miguel Aleman No. 105, Colonia Escandón, Delegación Miguel Hidalgo, C.P. 11800, Mexico Distrito Federal, and for any other contractual purposes at 152 Madison Ave, Suite 1800, New York, NY, 10016, USA.

v. This Agreement was directly allocated pursuant to Article 16 of the Public Acquisitions, Leases and Services Law (*Ley de Adquisiciones, Arrendamientos y Servicios del Sector Público*), upon prior justification of the North America Regional Office, and with the approval of the Chief Marketing Officer, and the Market Research and Justification for the selection of B-M for the provision of services described herein.

1.2 B-M hereby represents and warrants:

i. It is a company formed under the laws of Delaware, United States of America, on July 30, 2002, as evidenced in the certificate of formation issued by the Secretary of State for the State of

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Delaware.

ii. Its legal representative identifies himself as Pat Przybyski, Chief Financial Officer for Burson-Marsteller Worldwide, evidencing his legal capacity by means of the power-of-attorney under a board prepared and executed resolution.

iii. It has knowledge of the characteristics and scope of the services of this Agreement, and that it has legal capacity and sufficient resources to fulfill its obligations under this Agreement in an efficient and timely manner and in the best conditions for the Board.

iv. That under oath (i) the execution of this Agreement does not conflict with any other document to which B-M is a party, and there is no other agreement, resolution by any authority, or legal obligation of the B-M that would prevent it from performing its obligations hereunder; and (ii) none of the members, officers or employees of B-M are related to, have other contractual or other legal obligations to or otherwise are engaged in any activities with any official of the Board, except as required by the provisions of the Agreement.

v. It is a US corporation, with tax identification number 26-2471086, and it is not required to file periodic returns in Mexico.

vi. Its legal address is located at 230 Park Avenue South, New York, NY 10003.

Pursuant to the foregoing representations and warranties, and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and B-M hereby agree as follows:

2. PURPOSE, SCOPE OF SERVICES

2.1 Purpose and Scope of Services.

i. B-M through its domestic and international offices, affiliates and subsidiaries will render the services for developing consumer marketing solutions, and formulating public relations plans, as described in Schedule 2.1.

ii. The Board and its domestic and international offices, affiliates, subsidiaries, sibling entities, and franchises shall from time to time request the services as they require. Each time such services are to be rendered, they will be mutually agreed to in advance and set forth in a separate document called an "Engagement Letter", which will detail the scope of the work to be completed, all estimated fees and expenses and billing and payment terms. Each Engagement Letter entered into by B-M and the Board in connection herewith shall become a part of and shall be read in conjunction with this Agreement, and shall be governed by all terms and conditions contained herein. In the event of inconsistencies, the terms and conditions of this Agreement shall take precedence.

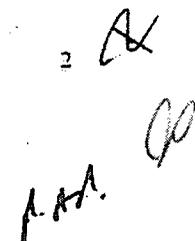
3. TERM.

3.1 Term. This Agreement shall run from March 15, 2016 through December 31, 2016 (the "Term").

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3.2 Performance and payment of the services being subject to the recovery of the DNR exceeding income, as well as the budgetary availability for those fiscal years that fall within the Term, and if such conditions are not satisfied, neither party shall have any liability to the other; provided that if adequate notice is not provided to B-M so as to allow B-M to avoid incurring any non-recoverable costs, then the Board shall reimburse B-M for such non-recoverable costs incurred by B-M in reliance on this Agreement as long as such costs are reasonable, duly evidenced and directly related to this Agreement.

3.3 Upon the effective date of the termination of this Agreement, all property in B-M's possession belonging to the Board pursuant to the terms of Section 8 hereof and all contracts for services and materials entered into by B-M for the Board shall be turned over and/or assigned to the Board. The termination (howsoever arising) of B-M's appointment shall be without prejudice to the Board's obligations to honor all sums due B-M hereunder, including without limitation, the cost of contracts and commitments which B-M has already entered into on the Board's behalf with suppliers, media owners or other third parties and the Board shall assume and be responsible for all such commitments and contracts. The Board shall hold B-M harmless from any losses, claims, damages, expenses (including reasonable attorney's fees and costs) or liabilities arising from the cancellation or termination of such commitments or contracts as a consequence of the termination of B-M's appointment hereunder for causes attributable to the Board.

4. AGREEMENT AMOUNT

4.1 The Board shall pay to B-M, in consideration for the services that are the subject matter of this Agreement, an amount of \$5,735,000.00 (Five million seven hundred thirty five thousand Dollars 00/100 currency of the United States of America) (the "Fees") payable for services rendered as the Board may request from time to time in each Engagement Letter.

4.2 The Board must approve in writing all programs of activity and all production budgets or statements prepared on behalf of the Board by B-M as well as all Engagement Letters sent by B-M for the rendering of any service under this Agreement.

4.3 All amounts referred to in this Section include all taxes accrued by the provision of the contracted services. Therefore, each party agrees to comply with the applicable tax obligations.

5. FORM OF PAYMENT OF FEES.

5.1 B-M shall submit original invoices for payment of the Fees to the Board at the office of the Deputy General Manager for Marketing and Promotion. All invoices shall be accompanied by verification that the portion of the Fees they evidence are due and payable.

5.2 If any invoicing error is detected, the Board shall return to B-M the documents and/or invoices, with the request for the corresponding supporting documentation, which B-M must correct and present again to restart the payment formality.

5.3 B-M agrees to provide in a timely manner, the Services which are the subject matter of this Agreement, and formalize in a timely and expeditious manner the submission of the invoices and supporting documentation. B-M agrees to keep and preserve at all times the good image of the Board before those with whom relationships are established in its name and on its behalf.

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5.4 The Board reserves the right to reject any evidencing document, invoicing or expense justification where the characteristics and features of the goods and/or services in question are not duly broken down.

5.5 All invoices must be submitted in original copy, in the name of the Board, and its evidencing documentation, in the name of B-M, must meet the tax requirements contemplated by the current regulations and contain the following data:

- i. Full name, tax domicile and taxpayer code of the Board;
- ii. Name, domicile, date of issuance and telephone of the company that issued the invoice;
- iii. Invoice number; and
- iv. Clear description of the services evidenced by the same, unit price and total price.
- v. Invoices must not be erased or amended.

6. NOTICES.

6.1 All legal notices between the parties must be made in writing, to the attention of at least one of the contacts designated by the parties in the above Section, as follows:

- i. For the Board, the communication shall be made to the e-mails ylopez@visitmexico.com, and physically delivered, return receipt requested, to the domicile of the Board mentioned in representation 1.1. iv of this Agreement and shall be deemed to be made on the date of receipt thereof by the intended recipient, upon prior verification or confirmation.
- ii. For B-M, communications shall be made to the e-mail Jerry.Selick@bm.com and physically delivered, return receipt requested, to the domicile of B-M mentioned in representation 1.2 vi of this Agreement and shall be deemed to be made on the date of receipt thereof by the intended recipient, upon prior verification or confirmation.

6.2 In the event that any of the parties modifies or includes telephone numbers or electronic addresses, at least five calendar days' written notice to the other party shall be sufficient for the change to be duly formalized.

6.3 Any and all communications or reports shall be made in Spanish language or any other language as instructed by the Board.

7. SUPERVISION.

7.1 The Board shall at all times have free access to all detailed reports of activity testimonials related to the provision of the Services derived from this Agreement that is in the possession of B-M.

7.2 The foregoing is without prejudice to the right of the Board to conduct reviews at any time during the Term of this Agreement or any extension thereof, through its Managing Director, the Assistant Managing Directors, the Chief Marketing Officer, the Chief Finance Officer, of the Office of Administration and Finance, of the Holder of the Internal Control Body in the Board or by the persons

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designated to such effect, to evidence the application of resources, the verification thereof and the benefits obtained by B-M for the Board.

7.3 Likewise, the Board reserves the right to perform the supervision of the provision of the Services that are the subject matter of this Agreement, directly or through third parties.

8. OWNERSHIP AND COPYRIGHTS.

8.1 Except for materials where any intellectual property rights are vested in a third party, such as photographic negatives, unused design visuals, color separations, printing plates, artwork, etc., in which case such rights shall remain the property of such third party, all finished materials prepared for and on behalf of the Board, and paid for by the Board, that the Board uses at least once prior to the termination hereof or which the Board indicates in writing to B-M during the term hereof as being specifically within the designated plans for adoption and exploitation by the Board, shall be, as between B-M and the Board, the Board's property exclusively and will be given to the Board at the Board's request or upon termination or expiration of this Agreement. All such materials not so used or designated shall be, as between B-M and the Board, B-M's property exclusively.

8.2 It shall be the responsibility of B-M, or parties with whom B-M contracts, to obtain all the authorizations required concerning the use of trademarks, patents and campaign slogans, as well as works of any kind protected by copyrights, in connection with the Services.

8.3 B-M agrees to observe the characteristics described in the "Mexico Brand Use Guide" and any graphic guideline indicated by the Board, provided that it may not use its own logotype, brand or letterhead in the materials and stationery used in the presentations or communications made in the name of Board, and it must expressly mention in its communications that its services are provided in the name of the Board.

9. INDEMNIFICATION / LIMITATION OF LIABILITY.

9.1 B-M shall indemnify and hold the Board, its parent company, affiliates, subsidiaries, sibling entities, and their respective directors, officers, shareholders and employees ("Board Indemnified Party") harmless from and against all losses, damages liabilities, claims, demands, lawsuits, expenses, including reasonable attorney's fees and expenses or any type of liability in which the Board Indemnified Party may incur or be liable for arising out of or in connection with (i) any violations that may occur regarding any patents, trademarks or copyrights, with respect to the provision of its Services, if any claim is filed against the Board for such reason; (ii) any violations or breach by Provider to this Agreement, during the Term of this Agreement or thereafter.

9.2 The Board will indemnify and hold B-M, its parent company, affiliates, subsidiaries, sibling entities, and their respective directors, officers, shareholders and employees ("B-M Indemnified Party"), harmless from and against all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees and expenses, that the B-M Indemnified Party may incur or be liable for arising out of or in connection with: (i) any publicity or other materials prepared or placed by B-M for the Board, or other service performed by B-M for the Board, which were approved by the Board (except as provided in section 9.1 above); (ii) use of all intellectual property contained in any materials or data supplied by or at the direction of the Board to B-M; or (iii) allegations that the Board's activities violate or infringe

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upon the copyright, trademark, patent or other rights of any third party, or that the Board's activities induce, promote or encourage the violation of or infringement upon the rights of any third party; or

9.3 In no event shall either party be liable for special, indirect, incidental, consequential, punitive or exemplary damages, including without limitation, loss of profits or business or loss of data, even if such party has been advised of the possibility of such loss or damages. Parties agree that their liability under this Agreement shall not exceed the amounts actually retained by B-M.

10. ADMINISTRATIVE RESCISSION.

10.1 The parties agree that the Board may administratively rescind this Agreement without a court order, if necessary, if any of the following events occurs:

- i. Failure by B-M to provide the Services during the Term of this Agreement, except when such failure derives from causes attributable to the Board. If B-M unreasonably suspends the Services, with the exception of the Board's material breach of non-payment.
- ii. Failure by B-M to replace the Services rejected in a justified manner and in compliance with the provisions of this Agreement and the Exhibits thereto.
- iii. Whenever the limit of contractual penalties or payment deductions is exhausted.
- iv. Failure by B-M to provide the facilities and data necessary for the inspection, surveillance and supervision of the Services. For clarity, any inspections will require prior written notice of thirty (30) days to B-M, will only include records associated with the services provided hereunder, and will not include any IT processes, plans, servers or payroll records.
- v. If B-M provides any false information and/or acts in deceit or bad faith in any contracting procedure in the execution of this Agreement or during the Term thereof.
- vi. In the event that the competent authority adjudges B-M bankrupt, or any other situation arises which negatively affects its assets, in a manner such that it prevents it from complying with its obligations.
- vii. Failure to comply with any of the terms and other obligations under this Agreement or the Exhibits thereto.

10.2 If B-M incurs any of the causes set forth in this Section, the Board shall start the administrative rescission procedure, in the manner provided by the following Section.

11. ADMINISTRATIVE RESCISSION PROCEDURE.

11.1 If the Board is entitled to rescind this Agreement as contemplated by the foregoing Section, the Board may start the administrative rescission procedure, at any time after the expiration of any period provided to B-M to cure such default (if not cured), without the intervention of any judicial authority according to the following procedure:

- i. It shall start from the time B-M is notified in writing of the default incurred by it and its failure to cure same within any period provided for in this Agreement, whereupon, within a

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period of five business days from the date it receives such communication, B-M shall provide the Board with any statements in its defense and provide, as the case may be, any evidence it may deem appropriate, that it is not in default hereunder.

- ii. After the period referred to in the above Section shall have elapsed, the Board shall have a period of fifteen days to decide whether to rescind this Agreement after considering the claims and evidence asserted by B-M. The decision whether or not to rescind this Agreement must be duly grounded, substantiated and notified to B-M within such period.
- iii. Upon rescission of this Agreement, a corresponding settlement shall be made, in order to evidence the payments to be made by the Board on account of the Services provided to the time of the rescission and to compensate B-M for any damage, claim, cost or expense arising out of any contractual commitments to which B-M is then bound, consistent with this Agreement, which are not cancellable or which are only cancellable upon payment of damages or penalties.

11.2 After a conciliation procedure is started, the Board, under its responsibility may suspend the formality of the rescission procedure.

11.3 If after the decision to rescind this Agreement, any Services are provided, the started procedure is voided, upon prior acceptance and verification by the Board that the need therefor continues, applying, as the case may be, the corresponding contractual penalties.

11.4 The Board may decide not to rescind this Agreement whenever, during the procedure, it notices that the rescission of this Agreement may result in any damage to the functions entrusted to it hereunder. In such event, the Board shall prepare an opinion justifying that the economic impact accrued with the rescission of this Agreement would be more inappropriate.

11.5 If this Agreement is not rescinded, the Board shall establish another period with B-M, allowing it to remedy the default that shall have resulted in the start of the procedure. The amendatory agreement executed to such effect must take into account the conditions contemplated by the last two paragraphs of Article 52 of the Law of Public Sector Acquisitions, Leases and Services.

11.6 Whenever by virtue of any delay in the provision of the Services, the rescission procedure falls in a fiscal year different from that on which this Agreement shall have been awarded, the Board may receive the Services, upon prior verification that the need therefor continues and there is a budgetary item and availability from the previous fiscal year in force, modifying the Term of this Agreement with the originally agreed prices. Any agreement contrary to the provisions of this Section shall be deemed to be void.

11.7 The execution of this Agreement involves the express acceptance and submission by the parties to the administrative rescission procedure set forth in this Section.

12. ASSIGNMENT OF RIGHTS. Except as provided below, B-M agrees not to assign its rights and obligations under this Agreement to any third party individuals or legal entities, except for the collection rights for the provision of the Services established hereunder, in which case B-M must have the prior written authorization of the Board. Notwithstanding the foregoing, B-M may assign its collecting rights hereunder

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to any entity then directly or indirectly owned or controlled by either the entity that currently is the ultimate owner of B-M or any entity that is ultimately directly or indirectly owned and/or controlled by B-M.

13. CONFIDENTIALITY.

13.1 Each party acknowledges that it will receive information relating to the other party which that disclosing party (the "Disclosing Party") regards as confidential. Such information includes information relating to the Disclosing Party's clients, customers, businesses, business plans or affairs, strategies, employee information and pricing ("Confidential Information"). Confidential Information shall include any document marked "Confidential", or any information which the receiving party ("Receiving Party") has been informed is confidential or which it ought reasonably to expect the Disclosing Party would regard as confidential. Therefore, the Receiving Party, on behalf of itself and its employees, hereby covenants and agrees that it:

- i. will exercise reasonable care and caution to keep confidential the Disclosing Party's Confidential Information;
- ii. will not disclose any of the Disclosing Party's Confidential Information to any person outside of the employment of the Receiving Party, unless to do so is required in connection with the performance of its obligations under the Agreement, and in such event the Receiving Party hereby agrees to advise said third parties of the confidential nature of said material; and
- iii. will return to the Disclosing Party all such Disclosing Party's Confidential Information which is in a tangible form then in its possession or control at the termination of the Agreement, except that B-M shall be entitled to keep evidence of its work product.

13.2 It is further agreed that Confidential Information shall not include the following:

- i. information that is in the public domain at the time of disclosure to the Receiving Party or which enters the public domain through no fault of the Receiving Party or its employees;
- ii. information that is in the possession of the Receiving Party or its employees at the time of disclosure to the Receiving Party; and
- iii. information that the Receiving Party, or its employees, lawfully receive from a third party.

13.3 Neither party shall be in breach of this Section 14 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, including such information that may be required to the Board by the Ministry of Surveillance of Public Officials in Mexico and the information referred to in Article 12 of the Mexican Federal Law of Transparency and Access to Governmental Public Information, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

14. LABOR RELATIONSHIPS. As an entrepreneur and employer of the personnel occupied by it by reason of the services subject matter of this Agreement, B-M shall be solely responsible to its employees and, therefore, agrees to undertake all obligations derived from the legal provisions and other juridical orders related to labor and social security to which it is entitled. Likewise, B-M agrees to be liable for any

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controversy or litigation filed by its employees or any other personnel engaged by B-M or its subcontractors for the fulfillment of any obligations contained herein, against it, or against the Board, by reason of the services subject matter of this Agreement, and if the former is required by final award to pay or indemnify anybody, B-M agrees to provide to the Board, within twenty-four (24) hours of the time the requirement of enforcement is published, the funds necessary to comply with the award.

15. EARLY TERMINATION.

15.1 The Board may terminate this Agreement in advance (an "Early Termination") without liability, without a court order being necessary, for causes of general interest, or whenever, for justified causes, the need to require the services contracted under this Agreement is extinguished, and it is demonstrated that if the performance of the agreed obligations is continued, any damage or loss would be accrued to the Board, or the total or partial nullity of the acts that originated this Agreement is determined by virtue of a resolution of a disagreement or ex-officio intervention issued by the Ministry of Surveillance of Public Officials.

15.2 B-M may terminate this Agreement in advance without liability, without a court order being necessary, in the event all funding associated with the provision of services hereunder are rescinded.

15.3 In the event of an Early Termination, the Board shall provide at least thirty (30) calendar days' prior written notice to B-M of such circumstance and in such event, the Board shall reimburse B-M for any non-recoverable expenses incurred by it, as long as the same are reasonable, duly evidenced and directly related to this Agreement and the Board shall pay to B-M, when such payments would otherwise be due hereunder.

15.4 If B-M has received Fees and expenses in excess of what it would be entitled pursuant to this Agreement, B-M shall repay, as the case may be, any amounts received from the Board which shall have not been redeemed in the manner provided by this Agreement to the time of the respective notification, and they shall be made available to the Board by transfer to the account previously indicated in writing.

15.5 After the Term of this Agreement ends for any cause, B-M must comply with its outstanding obligations to the Board or third parties and shall submit to the Board any evidence pending within the terms and pursuant to the conditions established to such effect wider this Agreement.

16. FORCE MAJEURE AND SUSPENSION OF THE SERVICES.

16.1 B-M shall not be liable for any loss, damage, injury or delay due to any cause beyond its control including (without prejudice to the generality of the foregoing expression) acts of government, strikes, lockouts, fire, lightning, aircraft, explosion, flooding, riots, civil commotion, acts of war, terrorism, malicious mischief or theft provided that if the services to be rendered hereunder shall be interrupted by such causes as aforesaid to a serious degree, the Fee payable in respect of the period of such interruption shall be reduced by such amount as the Parties deem reasonable, in which case only those which shall have actually been provided shall be paid.

16.2 Whenever the suspension is due to causes attributable to the Board, the latter shall pay the non-recoverable expenses incurred by B-M for the time of such suspension. Such expenses shall be those derived from the suspension, as long as they are evidenced and directly related to the purpose of this

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Agreement. In no event shall any services unrelated to this Agreement be paid.

17. NON-SOLICITATION OF EMPLOYEES

17.1 B-M agrees not to solicit or hire the Board's employees, who are directly or indirectly involved in matters related to this Agreement or any Engagement Letter entered into in connection herewith, for employment with B-M, and the Board agrees not to solicit or hire B-M's employees, who are directly or indirectly involved in matters related to this Agreement or any Engagement Letter entered into in connection herewith, for employment with the Board, with effect from the time that this Agreement comes into force until one year after the expiry of this Agreement. In the event that either B-M or the Board contravenes this Section, without obtaining the other party's prior written consent, such party will be liable to the other party for a one-time payment equal to fifty (50%) of the seduced employee's annual compensation.

18. FOREIGN CORRUPT PRACTICES ACT

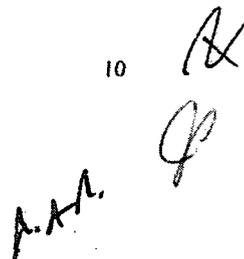
18.1 The parties hereto agree that B-M is subject to the provisions of the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-2 (the "Act"). The parties hereto mutually agree, for themselves and their employees, agents and intermediaries, that they will not pay, and will not permit or suffer any agent, intermediary or employee to pay, directly or indirectly, any money or thing of value, to any official of the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or to any political party, official thereof, or any candidate, for the purposes of influencing the acts, omissions or decisions, in an official capacity, of such official, party or candidate in violation of his/her or its lawful duty or inducing him/her or it to exercise his/her or its influence to affect or influence any act or decision of such government or instrumentality or to obtain or retain business for B-M.

18.2 Moreover, before making payment of any money or thing of value on behalf of, or with funds directly or indirectly received from B-M, the parties hereto will make such inquiry as the circumstances may indicate is prudent into whether the immediate recipient and any ultimate recipient or beneficiary of such payment may have any official status with the government of any nation or political subdivision thereof, or any of their agencies, instrumentalities, corporations or ventures, or with any political party, official thereof, or any candidate for political office.

18.3 Should either party become aware of a possible violation of the Act, or of the facts and circumstances from which a prudent person could conclude that further inquiry is necessary to determine whether such a violation has occurred, is occurring or is likely to occur, such party will give representatives designated by B-M immediate notice of such violation, facts or circumstances, and will cooperate fully, and direct all agents, employees and others B-M may retain or direct in connection herewith, to cooperate fully, with any inquiry or investigation B-M may conduct.

18.4 The parties hereto agree that in the event either shall hire or contract with any consultants or others to assist with fulfilling the terms of this Agreement or any Engagement Letter entered into in connection herewith, all such consultants or others shall execute and deliver an FCPA Undertaking in the form attached hereto as Schedule 19.4.


B-M PR Agent Final



19. CODE OF BUSINESS

19.1 B-M, which is wholly owned by WPP PLC, is committed to conducting business in accordance with WPP's Code of Business Conduct. The Code of Business Conduct can be accessed on-line at www.bm.com.

20. AMENDMENTS TO THIS AGREEMENT.

20.1 The Board may, within its approved and available budget, under its responsibility, and for grounded and express reasons, amend this Agreement to grant increases in the amounts to be paid under this Agreement, so long as the amendment(s) do not increase, in the aggregate the amount to be paid by the Board by more than twenty percent of the Fees.

20.2 Any amendment to this Agreement must be formalized in writing by the parties, the respective legal instruments shall be subscribed by the public official who shall have done it in this Agreement or who replaces him and is authorized thereunto. Except as provided above, the Board shall not make any amendments related to prices, advances, progressive payments, specifications and in general, any change involving the granting of more advantageous conditions to B-M compared to those originally established.

21. ENTIRE AGREEMENT

21.1 This Agreement represents the sole and entire agreement among the Parties and supersedes all prior contracts, agreements, negotiations, discussions, and understandings, whether oral or in writing, among the Parties and/or their representatives. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the express written consent of the Parties.

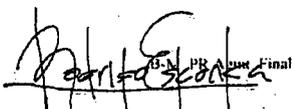
22. COUNTERPARTS

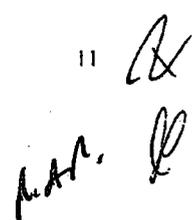
22.1 This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile or .PDF signature shall be deemed an original for purposes of evidencing execution of this Agreement.

23. GOVERNING LAW.

23.1 The terms and conditions set forth herein shall be governed and construed in accordance with the laws of the State of New York, U.S.A. without regard to its conflicts of law principals. The parties hereto submit to any state or federal court in New York as the exclusive jurisdiction for any actions arising under this Agreement or any Engagement Letter entered into in connection herewith or as a result of any relationship among the parties. The prevailing party in any action shall be entitled to reimbursement by the non-prevailing party of reasonable legal fees and expenses incurred in bringing any such action.

(Agreement Continues on Next Page)

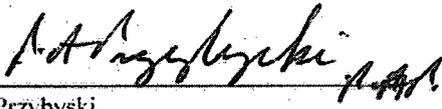

B-M PB Agree Final

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MTB/DRNA/003/2016

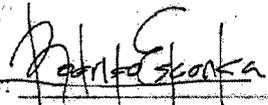
After reading this Agreement, and the parties being aware of its contents and legal scope, they signed in New York, N.Y., effective as of March 15, 2016.

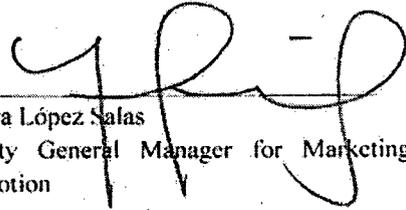
FOR B-M:

By: 
Pat Przybyski
Chief Financial Officer, Worldwide
Date:

By:  4/30/16
Jerome D. Selick
Chief Financial Officer, U.S. Region
Date:

FOR THE BOARD:

By: 
Rodrigo Esponda Cascajares
Regional Director for North America
Date:

By: 
Yadira López Salas
Deputy General Manager for Marketing and Promotion
Date:

LEGAL REVIEW


Mr. Ricardo Mauricio Cadena Rodriguez
General Counsel. Responsible for the Legal Review of this Agreement.