

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is hereby entered into by and between Stratosphere Quality México, S. de R.L. de C.V. (henceforth, "Stratosphere Quality"), herein represented by Mr. _____, in his capacity as _____, and _____ (henceforth, "Customer/Client") and collectively with Stratosphere Quality referred to as the "Parties"), herein represented by Mr. _____, in his capacity as _____, subject to the following recitals and clauses:

RECITALS

- I. Stratosphere Quality hereby, through its legal representative, under oath, states that:
 - a. It is a company duly existing and incorporated pursuant to the laws of Mexico (as such term is defined herein below);
 - b. Its legal representative has sufficient authority to execute this Agreement on its behalf and that said authority has not been limited, modified or revoked in any manner whatsoever; and
 - c. It desires to execute this Agreement in order to provide the Services (as such term is defined herein below) pursuant to the terms and conditions hereof.
 - d. It is duly registered and authorized as a provider of specialized services or specialized works before the Registry of Providers of Specialized Services or Specialized Works, under the Ministry of Labor and Social Welfare and whose authorization duly granted by such authority is in force at the time of the execution of this Agreement with the number AR21725/2021, a simple copy of which is attached as Exhibit "A" to this Agreement.
- II. Customer hereby, through its legal representative, under oath, states that:
 - a. It is a company duly existing and incorporated pursuant to the laws of _____;
 - b. Its legal representative has sufficient authority to execute this Agreement on its behalf and that said authority has not been limited, modified or revoked in any manner whatsoever; and

- c. It desires to execute this Agreement in order for Stratosphere Quality to provide the Services pursuant to its instructions.

III. Both Parties hereby, through their respective legal representatives, under oath, state that:

- a. In the execution hereof there has been no error, duress, bad faith or violence among the Parties; and
- b. They mutually acknowledge the authority and capacity with which their respective legal representatives appear to the execution hereof.

BY VIRTUE OF THE FOREGOING, the Parties oblige themselves pursuant to the following:

CLAUSES

1. **Construction and Defined Terms.** Reference in this Agreement to any person shall include the successors, beneficiaries or assignees of such person. Furthermore, references in this Agreement to the singular form of any term defined herein shall incorporate, as applicable, the plural from thereof.

As used herein, the following terms shall have the following definitions:

"Agreement" means this Services Agreement.

"Customer" shall mean as defined in the first paragraph of this Agreement.

"Business Day" means any day, excluding Saturday, Sunday and any other day on which commercial bank in Mexico City, Mexico are authorized or required by Law to close.

"Confidential Information" shall mean any and all information disclosed or provided by either Party to the other Party, whether communicated in writing, electronically, verbally or by inspection of tangible objects, including but not limited to: ideas, techniques, drawings, works of authorship, models, inventions, data, databases, know-how, processes, software programs, information related to the products and services of each of the Parties, information concerning development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships.

“Dollars” means the legal tender currency in the United States of America.

“Mexico” shall mean the United Mexican States.

“Law” means any law, rule, regulation, official standard, judgment, order or decree published by any governmental authority.

“Parties” means jointly Stratosphere Quality and the Customer.

“Pesos” means the legal tender currency in Mexico.

“Involved Third Party” has the meaning ascribed to such term in the clause 8 hereto.

“Claim” has the meaning ascribed to such term in the clause 25 hereto.

“Representatives” has the meaning ascribed to such term in the clause 17 hereto.

“REPSE” Registry of Specialized Service Providers or Specialized Works.

“Stratosphere Quality” means Stratosphere Quality México, S. de R.L. de C.V.

2. **Customer’s Representatives.** For purposes hereof Customer hereby appoints the following persons as its representatives:

Contact Person for project:	Position:
Address:	E-mail:
Telephone Number	Fax Number:

Contact Person for payment:	Position:
Address:	E-mail:
Telephone Number	Fax Number:

Should Customer desire to change or add its representatives appointed for purposes of this Agreement, the same must be notified in writing to Stratosphere Quality 10 (ten) Business Days prior to such change.

The Parties expressly, clearly, and bindingly acknowledge and agree that the representatives or contacts designated by the Client pursuant to this clause shall be fully authorized to issue, on behalf of and in the name of the Client, communications, service orders, acceptances, and changes regarding the scope of the Services. The Client acknowledges, for all legal purposes, that such communications, instructions, and authorizations shall be issued by its agents and therefore shall be binding and enforceable against the Client even if sent or made via digital or electronic means, including, but not limited to, email, instant messaging, or any other digital platform, without any additional formality being required for their validity and enforceability against Stratosphere Quality.

The Parties agree that Stratosphere Quality may request Customer to change its representatives if same are not competent at Stratosphere Quality's sole discretion, through written notice as set forth in this Agreement for such purposes. Said change have to be done by the Customer within the following 10 (ten) Business Days after the date on which the corresponding change notification is received.

3. **Purpose.** The Client hereby agrees and requests Stratosphere Quality to provide the Services described in **Exhibit "B"** of this Agreement, which includes details of the services, and the number of employees designated to provide such services. Stratosphere Quality agrees to provide the Services subject to the terms and conditions of this Agreement.

Stratosphere Quality shall have any documentation, permits and authorizations necessary to provide the Services in terms of the applicable laws and this Agreement, as well as to be duly registered before the REPSE.

4. **Pricing.** Detailed pricing sheets are available through Stratosphere Quality's Customer Service Department. "Inspector hours" shall include, but not be limited to, travel time to the Customer's off-site inspection location; all time during which an inspector is assigned to the respective Services, including down time waiting for parts, materials, or instructions; and any administrative time incurred by Stratosphere Quality, administrative time that could include, but not limited, any activity related to set up the sort, inspection, rework and/or containment and collect, analyze and report on sort data. Customer may be invoiced for management work performed by location managers as required by ISO 9001 processes. All off-site Services will be invoiced from departure from the dispatch location to return to that dispatch location.

5. **Payment Terms.** Subject to Customer's credit limit established from time to time by Stratosphere Quality in its sole discretion, payment for services is due to Stratosphere Quality no later than 30 (thirty) calendar days from the date in which the corresponding credit note is delivered to the Customer, unless Stratosphere Quality has expressly agreed to extend said period by means of a written document signed by a representative or authorized agent of Stratosphere Quality. Consequently, no verbal agreement, repeated practice, acquiescence, or communication that does not comply with the aforementioned formality may be construed as an extension or modification of said maximum payment term. Once the payment was effectively made, Stratosphere Quality shall issue the invoice related to such credit note. Stratosphere Quality shall inform in writing to the Customer the corresponding limit of credit. In the event that Customer's outstanding account balance exceeds Customer's credit limit, Stratosphere Quality may notify Customer that it requires payment to reduce the outstanding balance to the credit limit and such payment shall be made within the time period specified in the applicable notice which shall be no less than five (5) business days from the date of notice. In the event such payment is not received by Stratosphere Quality within the time period specified, in addition to any other legal remedies Stratosphere Quality may have, it shall have the right to deny to Client further Services without notice until such payment is made.

The Parties agree that the prices agreed under this Contract that are in Dollars or in pesos and in case in dollars it shall be paid in such currency or in Pesos, based on the exchange rate to fulfill obligations payable in Mexico in a foreign currency, published by the Mexico's Central Bank in the Federal Official Gazette on the date the payment is made by the Customer.

In addition to the foregoing, the Parties agree in accordance with the provisions of Article 78 of the Commerce Code and 1832 of the Federal Civil Code that if the Peso accumulates a depreciation of 20% or more *vis-a-vis* the Dollar, taking as a reference an exchange rate of [\$* Pesos] per each \$1.00 Dollar and the exchange rate published in the Federal Official Gazette, then the prices in Pesos will suffer an automatic increase in the respective percentage. The new prices in Pesos (increased by said adjustment) will prevail until there is an appreciation or new depreciation of the Pesos *vis-a-vis* the Dollar equal to or greater than 20%. The prices in Pesos will be reduced taking into consideration the rules referred in this paragraph.

The Client acknowledges and declares that it has received from Stratosphere Quality the certificate of its current authorization as a provider of specialized services with the Registry of Specialized Service Providers or Specialized Works (REPSE). Consequently, the Client's inability, for any reason, to verify the status or validity of said registration with the Ministry of Labor and Social Welfare shall not entitle the

Client to withhold, suspend, or condition, in whole or in part, any payments due to Stratosphere Quality in accordance with the terms of this Agreement.

In the event the Customer does not pay in time, the corresponding outstanding amount will cause late interests at an annual rate of [24% (twenty four percent)], counted as from the breach date and until its total payment. The interests shall be computed in accordance with the exact number of elapsed calendar days.

Late payments shall constitute a breach of this Agreement and give Stratosphere Quality the right to rescind this agreement without the need of previously obtaining a judicial resolution and without any further responsibility for Stratosphere Quality.

If Customer considers that an invoice is incorrect, Customer agrees to pay what it considers to be the correct amount within the stated payment terms while the disputed amount is being reviewed by the Parties. A service charge (equal to the service charge or commission incurred by Stratosphere Quality to the corresponding banking institution) will be assessed at the time of processing of any payment made by credit card.

If Customer does not agree with the amount invoiced for certain Services, Customer, after making payment as set forth above, must notify Stratosphere Quality in writing, within 5 (five) business days, , its reasons why it has determined that the amount invoiced for such purposes is incorrect.

In the event the Customer does not agree with the invoiced amount, the Parties hereby agree to be subject to an amicable procedure, in which the Parties will meet or organize a telephone conference to discuss the reasons why the Client considers the amount invoiced is incorrect. This amicable discussion must take place within the next 5 (five) business days after the above mentioned notice is given by Customer to Stratosphere Quality

If the payment is made with check, in the event such check is returned by the bank for insufficient funds or for any other reason, Customer shall pay any assessed charge by the bank and the interests for delayed payment, as applicable.

Any payment shall be made to the bank account notified by Stratosphere Quality to the Customer; or at the address of Stratosphere Quality as it is requested to the Client.

6. Agreements of Customer. The Client expressly acknowledges, represents, and agrees: (1) that this Agreement applies to all Services provided by Stratosphere Quality for the benefit of the Client, as well as its subsidiaries, divisions, affiliates, or parent company (hereinafter, the "Related Entities"), regardless of where such Services were provided and regardless of whether or not such Related Entities have

entered into, or adhered to, this Agreement or any other agreement with Stratosphere Quality; (2) that the Client, in its capacity as obligor and signatory to this Agreement, assumes as its own, both in a direct manner as well as jointly, the obligation to pay the full amount of the consideration corresponding to the Services provided by Stratosphere Quality for the benefit of the Client or any of its Related Entities, with the Client being solely liable to Stratosphere Quality for such payment, and the failure of the beneficiary Affiliated Entities to sign this Agreement or any other instrument shall not in any way exempt, condition, limit, or defer such obligation to pay; (3) that it agrees to pay for all services performed for its benefit, its subsidiaries, divisions, affiliates or parent company; (4) the undersigned has authority to order the Services on behalf of Customer, without prejudice of the representatives and/or contacts listed in Section 2; (5) the Customer has read, understands and fully agrees to Stratosphere Quality's Disclaimer and Limitation of Liability contained in clause 10; and (6) that if Stratosphere Quality commences any action to enforce this Agreement or in connection with any invoice, outstanding amount, or Services performed by Stratosphere Quality, the latter shall be entitled, in addition to all legal and equitable remedies, to collect from Customer all costs and expenses incurred by Stratosphere Quality in taking such action, including, but not limited to Stratosphere Quality's costs of collection, which includes reasonable attorneys' fees and costs of litigation.

The Parties further agrees that this Agreement shall be governed by the Laws of Mexico and it will be subject to the jurisdiction of the competent Courts of Mexico City, waiving any other jurisdiction to which they might be entitled by reason of their present or future domiciles or by any other reason whatsoever.

In the event of any controversy or dispute, the Parties agree that the Spanish version hereto shall be the version used for all purposes and that the English version is for reference purposes only. In the event of discrepancies between these two versions, the Spanish version shall prevail.

7. **Standard of Conduct.** During the term of this Agreement, Stratosphere Quality will perform all services competently and in a timely and professional manner, exercising all of the diligence and care normally exercised in the performance of comparable tasks, and in accordance with such practices and procedures appropriate to the activities undertaken. In consideration of Stratosphere Quality's obligation provided herein, Customer hereby agrees and obliges itself to make all necessary and proper arrangements in order to facilitate Stratosphere Quality to perform the Services subject matter hereof. If Stratosphere Quality is required to perform the Services in the facilities of the Customer and to follow any guideline or policy of the Customer regarding safety and health, the latest shall provide the same, in writing, in English and Spanish, prior the performance of the corresponding Services of Stratosphere Quality, allowing Stratosphere Quality share them with its employees, contractors and sub-contractors, as applicable.

- 8. Changes to Scope of Work.** From time to time, when Stratosphere Quality is working on site with any third party appointed or retained by Customer (“Involved Third Party”), the Involved Third Party may mandate certain operating procedures that Stratosphere Quality must follow. Those operating procedures are often imposed to protect the production process from quality issues, and to enhance the overall safety and efficiency of manufacturing. Customer understands, agrees and recognize that Stratosphere Quality will charge the time invested and materials necessary to meet those requirements. In addition, the Involved Third Party may request changes in the sort criteria and other aspects of the project. Stratosphere Quality will honor Involved Third Party’s requests, and Customer will be responsible for the costs of services related to such requests, unless and until both (a) the activity is no longer a mandatory activity imposed by the respective Involved Third Party, and (b) Stratosphere Quality is notified in writing of Customer’s objection to such requests. The requirements made by any Involved Third Party to Stratosphere Quality shall be evidenced in writing and be informed by Stratosphere Quality to Customer.
- 9. Independent Contractor.** Stratosphere Quality is an independent contractor of Customer. Customer is and shall not represent itself to be an agent, employee or partner of, or joint venturer with Stratosphere Quality. Customer has no authority to act for or bind or obligate Stratosphere Quality in any respect. Except as it is expressly set forth in this Agreement, Stratosphere Quality shall not perform any acts for Customer other than those specified by Customer. The fact that Stratosphere Quality will use personnel for the performance of the Services, it does not implicate any subordination of said personnel with respect to Customer, nor the existence of a labor relationship between Customer and the personnel used by Stratosphere Quality to comply with its obligations hereunder, in the understanding that in those cases in which the rendering of the Services requires the granting of authority or power of attorney for the rendering of such Services, it will be exclusively applicable the Federal Civil Code that regulates the relationship between the grantor of a power of attorney (if any). Stratosphere Quality will not have any legal relationship with the employees of Customer nor an obligation to pay any salaries, labor or tax liabilities or of any other nature, including liabilities related with Pension Fund (SAR), Mexican Institute of Social Security (IMSS) and Institute of the National Fund for the Housing of Workers (INFONAVIT), with respect or towards the employees of Customer.

Customer hereby acknowledge and agrees to hold Stratosphere Quality, its holding, subsidiaries, partners, shareholders, officers, directors, employees and agents harmless against any and all claims, suits, procedures, actions, fines, penalties and/or losses Stratosphere Quality may be subject to due to Customer’s, its subsidiaries,

divisions, affiliates and/or parent non-compliance of their obligations, as well as, from any claim, trial, action, procedure, fine, penalty and/or loss related to any employee of Customer, or an employee of Customer's subsidiaries, divisions, affiliates and/or parent.

10. **Disclaimer and Limitation of Liability.** According to its REPSE registration, Stratosphere Quality provides, among others, sorting, inspection, rework, containment and related engineering services to customers who may be experiencing quality problems. Stratosphere Quality is neither the manufacturer nor supplier of parts, supplies or equipment that may be handled, assembled, sorted, inspected, contained and/or reworked by Stratosphere Quality. Because of delivery schedules, sort criteria, and defect rates change frequently, Stratosphere Quality cannot and does not guarantee the number of parts handled per hour on a particular engagement. Stratosphere Quality encourages Customer to discuss methods of improving coordination, increasing parts handled per hour, and reducing costs. While Stratosphere Quality focuses on quality improvements, it cannot and does not guarantee that all defects will be detected and corrected. Customer is responsible for promptly notifying Stratosphere Quality of any suspected defect in workmanship or service and agrees to provide Stratosphere Quality with a sample of the defective part and information necessary to allow tracing of the suspected defect including, but not limited to, part, serial, lot numbers, and manufacturing date. Providing Stratosphere Quality with physical access to additional parts shall be deemed final acceptance of its work on previously-completed parts.

EXCEPT AS PROVIDED IN THIS PARAGRAPH, STRATOSPHERE QUALITY MAKES NO OTHER REPRESENTATION OR GRANTS NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, WHETHER BASED ON A THEORY OF TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, SHALL STRATOSPHERE QUALITY BE RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSSES CAUSED BY BUSINESS INTERRUPTION) ARISING FROM OR IN CONNECTION WITH THE USE OR INABILITY TO USE ANY OF THE PARTS, SUPPLIES, OR EQUIPMENT SERVICED OR HANDLED BY STRATOSPHERE QUALITY. THE SOLE OBLIGATION OF STRATOSPHERE QUALITY SHALL BE TO CORRECT ANY DEFECTS IN WORKMANSHIP OR SERVICE OF STRATOSPHERE QUALITY BY CONDUCTING A REPEAT SORT OF THE CONTAINER IN WHICH THE DEFECTIVE PARTS WERE FOUND, USING STRATOSPHERE QUALITY PERSONNEL AT THE SOLE COST AND EXPENSE OF STRATOSPHERE QUALITY. CUSTOMER UNDERSTANDS AND AGREES THAT THE OBLIGATION OF STRATOSPHERE QUALITY TO CONDUCT A REPEAT SORT IS VOID IF CERTIFIED PARTS ARE HANDLED (OTHER THAN UNPACKING) BETWEEN STRATOSPHERE QUALITY'S SHIPMENT OF CERTIFIED PARTS AND THE DISCOVERY OF DAMAGED, DEFECTIVE, OR NONCONFORMING PARTS. IN NO EVENT SHALL STRATOSPHERE QUALITY'S CUMULATIVE LIABILITY TO CUSTOMER UNDER THIS

AGREEMENT (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED US\$30,000 Dollars (Thirty Thousand Dollars 00/100).

11. **Safety Standards.** For all Services to be performed on Customer's premises, Customer agrees: (1) to comply with all applicable Laws relating to health and safety, including but not limited to all federal and state laws and regulations regarding occupational, safety & health administration, and agrees and undertakes to provide any safety equipment, clothing or devices necessary or required by Law, (2) to indemnify, defend and hold harmless, including reasonable attorneys' fees and costs of litigation, to Stratosphere Quality from all liability, including claims, damages, penalties or fines arising from the violation of any applicable Laws regarding work place, equipment or supervision by the Customer, and (3) to obtain the prior written consent of Stratosphere Quality's human resources manager before utilizing any Stratosphere Quality employee to operate machinery, equipment or vehicles.
12. **Indemnity.** Customer agrees to defend, hold harmless and indemnify Stratosphere Quality and its respective officers, directors, employees and agents from and against all claims, suits, actions, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation) arising from or relating to work performed by Stratosphere Quality, its employees, agents, and/or subcontractors, specifically including, but not limited to, claims, suits, actions, damages, losses and expenses that include allegations of contributory or sole negligence, strict liability, or other wrongdoing by Stratosphere Quality, its employees, agents, and/or subcontractors.
13. **Non-Solicitation.** While this Agreement is in effect and for twelve (12) months thereafter, Customer shall not for any reason, directly or indirectly, hire or attempt to hire or utilize the services of anyone who is an employee, consultant or subcontractor of Stratosphere Quality, without the express written permission of Stratosphere Quality. Customer is hereby advised that personnel to the service of Stratosphere Quality have signed agreements with Stratosphere Quality prohibiting their employment with customers of Stratosphere Quality and that attempts to hire Stratosphere Quality's personnel could constitute interference with Stratosphere Quality's contract rights.
14. **Risk of Loss.** Customer understands and agrees that Customer (and not Stratosphere Quality) bears all risk of loss of parts while those parts are in transit to and from Stratosphere Quality's facilities and while they are in the possession of Stratosphere Quality. Customer should maintain appropriate insurance coverage to protect itself from any risk of loss.
15. **Third Parties.** Except as provided in clause 6 hereto, the services provided by Stratosphere Quality are provided for the sole benefit of Customer, and not for the benefit of any third Parties, including customers of Customer.
16. **Entire Agreement.** This Agreement is the complete and exclusive statement of the agreement of the Parties with respect to the Services authorized hereunder and supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the Parties with respect to the subject matter hereof. No supplement, modification, or amendment of any provision of this agreement shall be binding unless executed in writing by both Parties to this agreement. Customer is

hereby notified of Stratosphere Quality's objection to and rejection of any additional terms in Customer's proposal, acknowledgment, purchase order, or other documents.

In the event that any acceptance, service or purchase order, acknowledgment of receipt, or any other document issued by the Customer, whether in paper form or by digital or electronic means, contains terms, conditions, or provisions that contradict, modify, or are inconsistent with the provisions of this Agreement, the Parties expressly agree that the terms and conditions of this Agreement shall prevail at all times, and that such documents, clauses, stipulations, or provisions contained therein that are contrary to this Agreement shall have no legal effect whatsoever and shall not be binding on Stratosphere Quality, unless there is an express written waiver issued by a legal representative or authorized agent of Stratosphere Quality.

17. Confidentiality. This Agreement and the terms and conditions hereof are strictly confidential.

Each Party will hold the other's Confidential Information in confidence and, unless required by Law, will not make the other Party's Confidential Information available in any form to any third Party or use the other Party's Confidential Information for any purpose other than for the performance of its obligations hereunder. Each Party shall only permit access to Confidential Information of the other Party to its agents, employees, officers, and directors (collectively, "Representatives") having a need to know it. Each Party shall be responsible for ensuring that their respective Representatives do not disclose, use or distribute Confidential Information in violation of the terms of this Agreement. Each Party obliges hereby to perform the efforts that may be necessary to protect the other Party's Confidential Information, which efforts shall mean in all cases exercising at least the degree of care that the receiving Party uses to prevent disclosure, publication or dissemination of its own Confidential Information.

For purpose of this Agreement, a Party's Confidential Information shall not include information that:

- a. Is or becomes a part of the public domain through no act or omission of the other Party;
- b. Was in the other Party's lawful possession prior to the disclosure as consequence of this Agreement and had not been obtained by the other Party either directly or indirectly from the disclosing Party;

- c. Is lawfully disclosed by a third party without restriction on disclosure; or
- d. Is independently developed by the other Party.

Customer shall not use the names and/or trademarks of Stratosphere Quality, or any confusingly similar marks, in connection with any goods or services, and agrees not to contest or attack Stratosphere Quality's exclusive rights, i.e., its trademarks and/or commercial names.

Notwithstanding anything to the contrary in this Clause 17, the receiving Party may disclose Confidential Information of the disclosing Party to the extent such information is required to be disclosed by law, including a subpoena, or to respond to a regulatory request; provided the receiving Party, to the extent practicable, promptly notifies the disclosing Party in writing of such intention prior to any disclosure to allow the disclosing Party to seek a protective order or similar relief in the disclosing Party's sole and absolute discretion, and at the disclosing Party's sole cost and expense. In addition, such Confidential Information shall not, by virtue of such compelled disclosure alone, be excluded from the definition of Confidential Information, and protections of, such information.

Upon any termination of this Agreement, Customer shall (i) deliver to Stratosphere Quality all Confidential Information furnished to Customer, and (ii) erase or destroy all copies of part or all of the Stratosphere Quality's Confidential Information under Customer's control, including all copies that are fixed or running in machines controlled by Customer. In addition, an authorized representative of Customer shall certify in writing to Stratosphere Quality that Customer has complied with the obligations under this paragraph.

- 18. Data Protection.** Pursuant to Article 1 of the Personal Data Protection Act, whose purpose is the protection of personal data owned by particulars in order to regulate the legal, controlled and informed management thereof, in order to guarantee the privacy and people's right to self-determination on informative matters, Stratosphere Quality and Customer are bound to comply with each and all the provisions thereof.

Pursuant to article 21 of the Personal Data Protection Act, the parties are bound to keep absolute confidentiality with regards to said personal data and this obligation shall survive the termination of their relationship with the owner or the obligor, as the case may be.

Pursuant to Article 58 of the Personal Data Protection Act and related articles, with regards to the activities corresponding to the Services, in the event that Stratosphere Quality or Customer consider to have suffered a damage in their goods or rights due to the infringement of any provision of the Personal Data Protection Act, then as a consequence of such infringement, the non-defaulting party may enforce its

indemnity rights pursuant to the applicable legal provisions.

19. **Headings.** The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of the present.
20. **No Waiver.** No failure of the Parties to exercise, and no delay in exercising any right hereunder shall be considered as a waiver thereof, nor any single or partial exercise of any right hereunder shall preclude its total exercise or the exercise of any other right, The remedies herein provided are cumulative, and not exclusive of any remedies provided by Law.
21. **Severability.** In the event that any terms and conditions of this Agreement are declared void or unenforceable under law that shall not serve to abrogate the entire Agreement and the remainder of the terms and conditions shall continue to be in full force and effect.
22. **Assignment.** Customer shall not assign any of its rights, remedies or obligation set forth in this Agreement without Stratosphere Quality's prior consent. Stratosphere Quality shall be entitled to assign this Agreement without prior notice to or consent from Customer.
23. **Termination.** This Agreement shall remain in effect until canceled in writing by either Party with at least 20 (twenty) Business Days of anticipation. Notwithstanding the foregoing, the Parties agree that certain provisions of this agreement are by their nature will survive the termination of this Agreement, including those contained in Sections 12 (indemnification), 13 (non-solicitation), 17 (confidentiality) and 18 (data protection).

Notwithstanding any termination of this Agreement by either Party for any reason whatsoever, such termination shall not relieve the Client of its obligation to pay Stratosphere Quality the full amount due for the Services that have actually been rendered up to the date on which this Agreement is effectively terminated for all legal purposes. Consequently, the Client's obligation to pay for such rendered Services shall survive and shall be enforceable by Stratosphere Quality regardless of the cause or reason that led to the termination of this Agreement.

Notwithstanding the foregoing, should Customer at any time (i) be adjudicated as bankrupt or is in a *concurso mercantil* process, makes a general assignment for the benefit of creditors, makes or permits the appointment of a receiver for all or substantially all its property, or fails or refuses to comply with its payment obligations as set forth in Clause 5 hereof or (ii) fails to perform any other requirement of this Agreement and does not start to cure such failure within the next three (3) Business Days after written notice thereof is given by Stratosphere, then Stratosphere Quality shall have the right, without prejudice to any other remedies, to rescind this Agreement, without the need of obtaining a prior judicial resolution, without any liability whatsoever, and collect all amounts owed by Customer, including but not limited to enforce any applicable promissory note.

- 24. Notice.** All notices to be given in connection with this Agreement shall be effective upon receipt, shall be made in writing and shall be personally delivered or sent by courier or certified mail with acknowledgement of receipt, addressed to the respective Party at the corresponding address as set forth below.

“Stratosphere Quality”

12024 Exit Five Parkway
Fishers, IN 46037
Attention: Brian Brooks

“Customer”

Attention: _____

- 25. Dispute.** Any claim or dispute arising in connection with this Agreement (a “Claim”) in first instance shall be submitted to the Chairman of the Board of Directors of each of the Parties or the person appointed by him/her, who shall gather to seek in good faith an amicable settlement. In seeking an amicable settlement, they may consult with a neutral third party mediator if both agree in writing. Unless they agree to the contrary in writing, any advice or decision of the mediator shall not be binding. In the event the Parties may not resolve the respective dispute or claim within the 20 (twenty) Business Days after the date the same is notified to the corresponding Party, then the same may be submitted to the courts referred to in the second paragraph of Clause 6 hereof.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer or representative on the date set forth in the date below their signature.

Stratosphere Quality México, S. de R.L. Cliente/Customer
de C.V.

Firma/Representante Autorizado
Signature/Authorized Representative

Firma/Representante Autorizado
Signature/Authorized Representative

Nombre/Titulo
Printed Name/Title

Nombre/Titulo
Printed Name/Title

Fecha/Date

Fecha/Date

ANEXO “A” / EXHIBIT “A”

**Constancia de Registro del Prestador de Servicios en el Registro de
Prestadoras de Servicios Especializados u Obras Especializadas / Proof of
Registration of the Service Provider in the Registry of Providers of Specialized
Services or Specialized Works.**

ANEXO “B” / EXHIBIT “B”

Servicios / Services