

SERVICE PROVISION AGREEMENT ENTERED INTO AND EXECUTED BY THE FACULTY OF INTERNATIONAL RELATIONS OF THE UNIVERSITY OF ECONOMICS, PRAGUE WHO HEREINAFTER SHALL BE REFERRED TO AS "FMV-VSE", REPRESENTED HEREIN BY JOSEF TAUŠER, DEAN OF THE FACULTY OF INTERNATIONAL RELATIONS AT THE UNIVERSITY OF ECONOMICS, PRAGUE; AND INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY, WHO HEREINAFTER SHALL BE REFERRED TO AS "TECNOLÓGICO DE MONTERREY", REPRESENTED HEREIN BY DR. JOSÉ MANUEL PÁEZ BORRALLO, PURSUANT TO THE FOLLOWING REPRESENTATIONS AND CLAUSES.

RECITALS

I. "FMV-VSE", THROUGH ITS LEGAL REPRESENTATIVE, HEREBY REPRESENTS THAT:

A) It is a duly incorporated university pursuant to the laws of the Czech Republic, as stated in Act. No. 111/1998 Coll., on Higher Education Institutions and on Amendment to Other Acts (the Higher Education Act), Annex No. 1.

B) Its legal representative Mr. Josef Taušer, has all the necessary and sufficient powers to execute this agreement, on behalf of the Faculty of International Relations of the University of Economics, Prague, as evidenced in Appointment Decree, dated November 12, 2015, granted by Ms. Prof. Ing. Hana Machková, CSc., Chancellor of University of Economics, Prague, and that such powers have not been revoked nor modified.

C) Because its purpose is, among others, the provision of services and technical and professional support regarding Summer Programme, it intends to deliver this agreement and provide **4 Week Tailor-made Summer Programme services**, pursuant to the terms and conditions set forth in this agreement and its exhibits.

D) It has an Official Taxpayer Document in its country CZ61384399.

E) Its fiscal domicile is located at W. Churchill Sq. 4, 130 67 Prague 3, Czech Republic.

II. "TECNOLÓGICO DE MONTERREY", THROUGH ITS LEGAL REPRESENTATIVE, REPRESENTS THAT:

A) Regarding private educational system, it is a university school with official acknowledgement and recognition of studies, as evidenced in Public Deed number 22,243 dated December 20, 1988, granted before Mr. Fernando Arechavaleta Palafox, Notary Public number 27, for the city of Monterrey, Nuevo León, México, which is duly entered into the Public Registry of Commerce under number 286, Volume 27, Book 6, Section III Non-profit Association, dated December 23, 1988.

B) Its legal representative Dr. José Manuel Páez Borrallo, has all the necessary and sufficient powers to execute this agreement, as evidenced in Public Deed number 15,117, dated June 07 2017, filed at the "Registro Público de Propiedad y de Comercio de Nuevo León" (Public Register of Property and Commerce of Nuevo León State) and that such powers have not been revoked nor modified.

C) It is duly registered in the Federal Taxpayer Registry under Federal Taxpayer Number ITE-430714-K10.

D) Its fiscal domicile is located at Av. Eugenio Garza Sada Sur #2501, Colonia Tecnológico, Monterrey, Nuevo León, C.P. 64849.

III. BOTH PARTIES REPRESENT THAT:

A) They agree with the execution of this agreement pursuant to the terms and conditions set forth herein.

B) They have the sufficient powers and authorities to undertake the provisions set forth herein.

C) There is no defect of consent that may invalidate this agreement, reason why they agree to subject this agreement's compliance to the following:

CLAUSES

FIRST.- PURPOSE: Pursuant to the terms and conditions hereunder, "TECNOLÓGICO DE MONTERREY" hires the services of "FMV-VSE", who undertakes to provide a 4 Week Tailor-Made Summer Programme,

taught in Spanish named "Relaciones Comerciales entre la Unión Europea y América Latina" - July Session, in accordance with the specifications outlined in EXHIBIT A, which signed by both parties, is an integral part of this instrument.

SECOND. - TERM: This agreement shall have a duration of 1 (one) month, which shall be effective as of June 30, 2018 and shall mature as of July 28, 2018.

THIRD.- AGREED PRICE: Under payment for the services outlined in clause FIRST of this agreement, "TECNOLÓGICO DE MONTERREY" agrees to pay "FMV-VSE" the amount of **USD\$1,614 (one thousand six hundred fourteen American Dollars) per student**, and it shall be covered by means of 1 (one) payment.

Payments to be made by "TECNOLÓGICO DE MONTERREY" to "FMV-VSE" shall be performed by deposit on **ACCOUNT NUMBER:** [REDACTED] in the banking institution known as [REDACTED].

For the legal purposes that may arise, the parties agree as place of payment for the aforementioned amounts, "TECNOLÓGICO DE MONTERREY's" domicile. In addition, "FMV-VSE" undertakes to provide "TECNOLÓGICO DE MONTERREY" with the corresponding invoices regarding the aforementioned payments, with all tax requirements, 10 (ten) days prior to the established dates, in order for the latter to perform the relevant procedures to pay such invoices timely. In the event of delay in the provision of the invoices on behalf of "FMV-VSE", payment obligation of "TECNOLÓGICO DE MONTERREY" shall be extended for a period equivalent to such delay.

FOURTH. - OBLIGATIONS OF "FMV-VSE": "FMV-VSE" agrees to provide the services subject matter of this agreement pursuant to the provisions set forth herein, the specifications established in EXHIBIT A, and the following stipulations:

- A) Provide the services subject matter of this agreement, pursuant to the clauses hereunder and the provisions set forth in EXHIBIT A.
- B) Carry out the provision of services satisfactorily in the most convenient place, in accordance with the project's specifications.
- C) Be familiar and comply responsibly with the regulations, policies and schedule guidelines, access to facilities, advertisement, image, discretion, priorities, safety, cleanliness, hygiene, or other applicable provisions in full force and effect with respect to "TECNOLÓGICO DE MONTERREY".

FIFTH. - COORDINATORS: Each of the parties shall appoint a coordinator for the activities hereunder, being such coordinators the following persons:

A) On behalf of "TECNOLÓGICO DE MONTERREY", [REDACTED] who shall maintain communication with the person appointed for "FMV-VSE".

Telephone: [REDACTED]
E- mail: [REDACTED]
Domicile: Calle del Puente 222, Col. Ejidos de Huipulco, C.P. 14380, México DF, México

B) On behalf of "FMV-VSE", [REDACTED] who shall maintain communication with the person appointed for "TECNOLÓGICO DE MONTERREY".

Telephone: [REDACTED]
E- mail: [REDACTED]

Domicile: Nám. W. Churchilla 4, 13067 Prague, Czech Republic

The parties agree that the persons appointed as coordinators under this clause, shall have as a purpose to perform all necessary actions in order to facilitate the operation and execution of the subject matter of this legal instrument; nevertheless, any information, notice or communication related to the compliance of this agreement's clauses shall be made known to the counterparty in terms of clauses TENTH and SEVENTEENTH; therefore, they shall not have powers to agree on any amendment to the content hereof. In addition, the parties agree that the appointed coordinators must be duly aware of their appointment and subjecting themselves to the provisions set forth in this clause, this agreement and its relevant exhibits.

SIXTH.- EXCHANGE OF INFORMATION AND CONFIDENTIALITY: The parties agree and acknowledge that all information to which their personnel will have access, as well as any information provided to them, regardless of the means by which it is made known to them, is owned by "TECNOLÓGICO DE MONTERREY" or by "FMV-VSE", as applicable, and that such information is CONFIDENTIAL, which is why they undertake not to disclose or transfer it, whether partially or entirely, to any third party, as well as not to use it for purposes other than those set forth in this agreement.

SEVENTH.- INTELLECTUAL PROPERTY: The parties agree that this instrument does not grant any license, or any type of right, regarding the counterparty's "Intellectual Property". Each of the parties undertakes not to use, commercialize, reveal to third parties, distribute, give away, or in any other way, dispose of any development made by the other party, or any material or excess material that results from Intellectual Property, without previous written authorization on behalf of the owner party; and once the maturity of this agreement is reached, such developments and materials shall be returned to their owner.

It is strictly prohibited to each of the parties and, if applicable, to their personnel, to reproduce any type of material that was provided to them or developed under this agreement, without authorization of the counterparty, under penalty of incurring in any fine under copyright laws, in addition this agreement's termination.

EIGHTH. - CONFIDENTIALITY DUTY AND MANAGEMENT REGARDING PERSONAL DATA: The parties agree to comply with all applicable legal provisions regarding personal data protection, which is why the possible managing of information and personal data shall be exclusively used to comply with the purposes for which it was gathered, and exclusively for complying with the subject matter of this agreement, without possibility of being transferred.

In addition, it is strictly prohibited for the parties to manage, store, or use Personal Data for purposes other than compliance with the subject matter of this agreement; each party undertakes to indemnify and hold the other harmless against and from any claim, penalty, proceed, liability, process, loss, damage, cost, fine, expenses, attorney's fees, or otherwise, that the other party may suffer due to the violation of applicable laws and legal provisions regarding Personal Data Protection, including any damage.

Regarding personal data, the parties specifically agree:

1° To use or apply personal data exclusively for the performance of the agreed services and, if applicable, in accordance with the instructions given by each party.

2° Not to communicate them, not even for purposes of their preservation, to third-parties; neither shall they communicate the elaborations, assessments, or similar processes, as aforementioned, nor duplicate or reproduce the entirety or part of the information, results, or relationships thereof.

3° To ensure that such data is exclusively handled by those employees whose intervention is required for this agreement's purposes.

4° To authorize the controls and audits that each party may reasonable intent to perform, for purposes of verifying the other party's compliance hereunder, and the fact that the party may add control records to the personal data provided.

5° Once the provision of services has ended, to destroy such data or, if any party requires so, to return such data to the latter, as well as the support or documents in which they rely, without keeping any copy.

NINTH.- EMPLOYER LIABILITY: The parties agree that this agreement may not be construed in any way as constitutive of any type of labor partnership or relationship between the parties; which is why labor relationships, whether individual or collectively, shall remain in all cases between the hiring party and its respective personnel, even in cases when tasks are performed jointly and developed in the place or places where the subject matter of this agreement shall be performed, and/or with any of the parties' equipment.

TENTH. - AMENDMENTS: Any amendment, supplement, or clarification to the terms and conditions hereunder, shall be made in writing, duly signed by each of the parties' legal representative, and being such amendment, supplement, or clarification effective as of the date of its subscription.

ELEVENTH. - EARLY TERMINATION: The parties agree that this agreement may be subjected to early termination by any of them, without judicial order being needed, as long as written notice is given within 30 (thirty) days in advance, immediately proceeding with the determination of pending obligations on behalf of each of the parties, in order for them to liquidate them within the aforementioned term.

In the event that this agreement is subjected to early termination, "TECNOLÓGICO DE MONTERREY" undertakes to pay "FMV-VSE", for the proportional amount corresponding to the provided services as of the date in which termination notice had been given, being required to take into account previous payments effected pursuant to clause THIRD of this agreement. For purposes of establishing this amount, "FMV-VSE" shall deliver to "TECNOLÓGICO DE MONTERREY", within the next 10 (ten) days following the receipt of relevant notice, an estimate of the expenses made, as of the date of notice, which shall be duly verified, and being "TECNOLÓGICO DE MONTERREY" able to make any notes it deems convenient. In the event "TECNOLÓGICO DE MONTERREY" accepts the proposal, it shall liquidate the remaining amount within the next 15 (fifteen) days; and "FMV-VSE" shall sign relevant receipt, which shall constitute settlement of debt. Now, if "TECNOLÓGICO DE MONTERREY" does not agree with the proposal, the parties undertake to hold a meeting in which, together, they will agree on the amount to be liquidated by "TECNOLÓGICO DE MONTERREY" to "FMV-VSE", taking in consideration at all times, the services provided up to that date, those that were not provided, the previous payments effected, and verified expenses. Such agreement reached in the aforementioned meeting shall be in writing, and duly signed by the legal representatives appointed for such purpose by each of the parties, and shall establish therein, the amount payable and date in which such payment shall be effected.

TWELFTH. - RESCISSION: Any of the parties, at any time, may to subject this agreement to rescission, without incurring in any liability whatsoever, if the counterparty incurs in any violation of the terms and conditions set forth in the ongoing clauses; and the damaged party shall be obliged to provide notice with 10 (ten) days in advance to the date in which the rescission shall come into effect.

In the event any of the parties herein provides notice of rescission to its counterparty pursuant to the terms set forth in the preceding paragraph, the latter has a 5 (five) business days-term as of the date in which it receives notice to appear before a court to state what it considers legally appropriate, regarding

the motive of rescission or breach of its obligations; if such term elapses and the party does not states anything in its defense, or if after analyzing the reasons given by it, the damaged part considers that they are not satisfactory, then rescission shall come into full force and effect, applying the provisions set forth in the final part of clause ELEVENTH above. The party in breach of this agreement undertakes to pay the other for all damages that such breach has caused.

THIRTEENTH. LIABILITY OF "FMV-VSE": Failure of "TECNOLÓGICO DE MONTERREY" to comply with any of its obligations hereunder, shall not be considered as negligence or breach hereof, as long as such failure arises from a force majeure event and the affected party by such event had: a) adopted all appropriate preventive measures, due care and taken all reasonable alternative measures in order to comply with the terms and conditions hereunder; and b) informed the other party about such event as promptly as possible.

For purposes of this clause, "Force Majeure" means an event that is out of reasonable control of any of the parties and makes compliance with that party's obligations impossible to perform, or be deemed as not viable or impossible to perform due to those circumstances.

Any period within which "TECNOLÓGICO DE MONTERREY" shall perform and activity or task under this agreement, shall be extended for a period equivalent to that in which such party was not able to perform such activity because of the force majeure event.

FOURTEENTH.- ASSIGNMENT: Neither of the parties may assign, partially or entirely, the rights and obligations arising hereunder, without the counterparty's written consent.

FIFTEENTH.- ACKNOWLEDGEMENT: This agreement constitutes all agreement between the parties with respect to the subject matter hereof and supersedes any other negotiation, obligation or communication between them, whether written or oral, effected prior to the subscription date hereof.

SIXTEENTH. - DELEGATION: "FMV-VSE" may execute legal actions with one or more individuals or entities, in order for them to comply with the subject matter of this agreement on behalf of "FMV-VSE", provided that the execution of such legal actions shall be subjected to the provisions previously made known to "TECNOLÓGICO DE MONTERREY", and the latter provides its written consent.

SEVENTEENTH. - NOTICES: For purposes related to the application of this agreement and the receipt of legal notices, the parties state as their domiciles the following:

"FMV-VSE"
Faculty of International Relations University of Economics, Prague W. Churchill Sq. 4 130 67 Prague 3 Czech Republic

"TECNOLÓGICO DE MONTERREY"
Legal Address Pabellón Tec, Locales 4-6 Eugenio Garza Sada 427, Colonia Altavista, Monterrey, Nuevo León, C.P.64840

Any modification to the parties' domiciles shall be given in written notice to the other party (return receipt requested), at least 10 (ten) calendar days prior to the date in which such modification is to come into full force and effect.

EIGHTEENTH. - GOVERNING LAW: Regarding the resolution of any dispute arising from the construction and/or execution of this agreement, both parties expressly subject themselves to the venue and

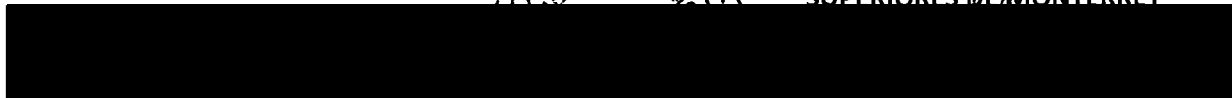
jurisdiction of the competent Courts of the First Judicial District in Nuevo León, located in the city of Monterrey; as well as to the laws, regulations and any other legal provision in full force in such state; expressly waiving any other jurisdiction that by reason of their current or future domiciles, or otherwise, may apply.

THE PARTIES STATE THAT THIS AGREEMENT IS FREE FROM ANY FRAUD, MISTAKE, DURESS, OR BAD FAITH, AND FROM ANY OTHER VICE OF CONSENT THAT MAY INVALIDATE IT; WHICH IS WHY, MUTUALLY AGREEING WITH THE ENTIRE CONTENTS AND FORM THEREOF, THE PARTIES STATE THAT IT IS WITHIN THEIR WILL TO SIGN IN THREE COUNTERPARTS SUCH AGREEMENT, IN ORDER TO EVIDENCE THE FOREGOING AND FOR ALL LEGAL PURPOSES THAT MAY ARISE, IN THE CITY OF PRAGUE, CZECH REPUBLIC AND MONTERREY, MEXICO ON MARCH 2018.

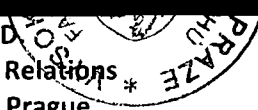
"FMV-VSE"
VYSOKA SKOLA EKONOMICKA V PRAZE



"TECNOLÓGICO DE MONTERREY"
INSTITUTO TECNOLÓGICO Y DE ESTUDIOS
SUPERIORES DE MONTERREY



doc. Ing. Josef Taušer, Ph.D.
Dean of the Faculty of International Relations
of the University of Economics, Prague



Dr. José Manuel Páez Borrillo
Vice Rector for International Affairs

PLACE AND
DATE: Prague, May 14, 2018

PLACE AND
DATE: Disción de
Cooperación
Internacional

WITNESS



doc. Ing. Pavel Hrád, Ph.D.
Vice-Dean for Studies
Faculty of International Relations
of the University of Economics, Prague

PLACE AND
DATE: Prague, May 14, 2018

ABOVE SIGNATURES CORRESPOND TO THE SERVICE PROVISION AGREEMENT EXECUTED BY THE FACULTY OF INTERNATIONAL RELATIONS OF THE UNIVERSITY OF ECONOMICS, PRAGUE ("FMV-VSE") AND INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY ("TECNOLÓGICO DE MONTERREY").

EXHIBIT A ARISING FROM THE SERVICE PROVISION AGREEMENT EXECUTED BY VYSOKA SKOLA EKONOMICKA V PRAZE ("FMV-VSE") AND INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY ("TECNOLÓGICO DE MONTERREY").

SPECIFICATIONS REGARDING THE PROVISION OF SUMMER PROGRAM - "RELACIONES COMERCIALES ENTRE LA UNIÓN EUROPEA Y AMÉRICA LATINA" - JULY SESSION WITH THE CENTER FOR LATIN AMERICAN STUDIES:

PURPOSE

The purpose of this contract is to promote and expand international understanding, development and friendship among the signatories by stimulating and supporting academic, professional and intercultural activities and projects directed at students, staff and faculty members of both institutions: "FMV-VSE" and the "TECNOLÓGICO DE MONTERREY".

NUMBER OF STUDENTS

"TECNOLÓGICO DE MONTERREY" will be allowed to send a maximum of 40 (forty) students and a minimum of 25 (twenty five) students. "TECNOLÓGICO DE MONTERREY" will have to inform the "FMV-VSE" the final number of students 2 (two) months prior to the start of the Summer Programme.

SELECTION OF PARTICIPANTS AND REQUIREMENTS

"TECNOLÓGICO DE MONTERREY" will screen its applicants for the Summer Programme, in accordance with "TECNOLÓGICO DE MONTERREY's" programme regulations and "FMV-VSE's" entry standards. "TECNOLÓGICO DE MONTERREY" will send applications to "FMV-VSE" by the date specified in this agreement. "FMV-VSE" reserves the right to make the final judgment on the admission of students nominated for the Summer Programme.

The following guidelines apply to all Summer Programme students:

- A) Participants in the programme will be drawn from the 2nd year onwards of the study programme at "TECNOLÓGICO DE MONTERREY".
- B) "TECNOLÓGICO DE MONTERREY" students will participate in an academic programme at "FMV-VSE" from **Monday, July 2 - Friday, July 27, 2018**.
- C) "TECNOLÓGICO DE MONTERREY" students will be allowed to take up to 2 courses at "FMV-VSE".

FINANCES

"FMV-VSE" will invoice "TECNOLÓGICO DE MONTERREY" for the tuition fees. The fee per student will be **USD\$1,614 (one thousand six hundred fourteen American Dollars) per student** and this fee will include:

- a) Tuition Fee & Material for the course
- b) Historic Tour in Prague
- c) Visits and excursions to Plzeň
- d) Visits to Karlovy Vary Bath or Liberec
- e) Visits to Industries and Enterprises in Czech Republic
- f) Accommodation from **Saturday, June 30 - Saturday, July 28, 2018**

The payment schedule will be as follows:

- a) 100% of the tuition fee per student 1 (one) month prior to the student arrival and enrolment;
- b) All payments are to be made by "TECNOLÓGICO DE MONTERREY" by bank transfer to "FMV-VSE" bank account as per details given herein the agreement;
- c) All fees must be paid in accordance with the terms specified on the relevant invoices.

RESPONSIBILITIES OF "TECNOLÓGICO DE MONTERREY"

In respect to the summer program, TECNOLÓGICO DE MONTERREY will advise students of the opportunities available at "FMV-VSE" through the Summer program, including the provision of information regarding "FMV-VSE" and its facilities; and pass on information regarding fees, refunding fees, health insurance, visa requirements and the cost of living as provided by "FMV-VSE".

RESPONSIBILITIES OF "FMV-VSE"

In respect to the summer program, "FMV-VSE" will forward to "TECNOLÓGICO DE MONTERREY" information on fees, refunding of fees, health insurance, visa requirements and the cost of living to ensure that summer program students receive this information before being able to accept them into the study abroad program. "FMV-VSE" will assist "TECNOLÓGICO DE MONTERREY" students in arranging accommodation and will provide appropriate assistance in matters of health, language and local custom that may arise. At the end of the summer program "FMV-VSE" will send to "TECNOLÓGICO DE MONTERREY" an official transcript of credits for each student from "TECNOLÓGICO DE MONTERREY" studying at "FMV-VSE".

RESPONSIBILITIES OF STUDENTS

Participant students will be responsible for:

- a) Applying for and obtaining the appropriate visa or necessary documents.
- b) Must have a health insurance valid in the host country for the duration of the Summer Programme. For all cases the health insurance must include medical attention and repatriation of remains; and
- c) Complying with the same academic and disciplinary regulations as the host institution students, in addition to adhering to the home institution's standards of conduct.

Furthermore, the students are responsible to cover the following expenses:

- d) Medical expenses;
- e) Textbooks, clothing and personal expenses;
- f) Passport and visa costs;
- g) Non-compulsory incidental fees; and
- h) All other debts incurred during the course of the Summer Programme.

GRADING SYSTEM

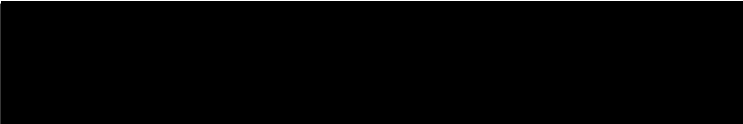
Grades at "TECNOLÓGICO DE MONTERREY" are expressed in whole numbers on a scale of 1 (one) to 100 (one hundred). The minimum passing grade at "TECNOLÓGICO DE MONTERREY" is 70 (seventy).

Grades at "FMV-VSE" are expressed in numbers on a scale of 1 (one) to 100 (one hundred). The minimum passing grade at "FMV-VSE" is 60 (sixty).

ONCE THIS EXHIBIT A WAS READ BY THE PARTIES, THEY RATIFY AND SUBSCRIBE IT, THERE BEING THREE COUNTERPARTS OF THIS INSTRUMENT, ONE FOR FMV-VSE AND TWO FOR TECNOLÓGICO DE MONTERREY.

"FMV-VSE"

VYSOKA SKOLA EKONOMICKA V PRAZE



doc. Ing. Josef Taušer, Ph.D.
Dean of the Faculty of International Relations
of the University of Economics, Prague

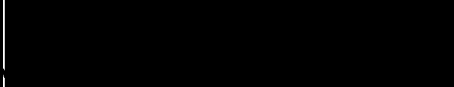


PLACE AND

DATE: In Prague, May 17, 2018

"TECNOLÓGICO DE MONTERREY"

INSTITUTO TECNOLÓGICO Y DE ESTUDIOS
SUPERIORES DE MONTERREY



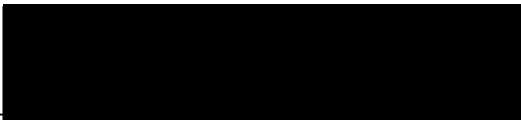
Dr. José Manuel Páez Borrallo
Vice-Rector for International Affairs



PLACE AND

DATE: Dirección de
Cooperación
Internacional

WITNESS



doc. Ing. Pavel Hnát, Ph.D.
Vice-Dean for Studies
Faculty of International Relations
of the University of Economics, Prague

PLACE AND

DATE: In Prague, May 17, 2018

ABOVE SIGNATURES CORRESPOND TO THE SERVICE PROVISION AGREEMENT EXECUTED BY THE FACULTY OF INTERNATIONAL RELATIONS OF THE UNIVERSITY OF ECONOMICS, PRAGUE ("FMV-VSE") AND INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY ("TECNOLÓGICO DE MONTERREY").