

The company **IO AUDIO S.A. DE C.V.** , hereinafter referred to as the *IO AUDIO* Provider, enters into a service provision contract with the signer, who will hereinafter be called the **Customer "username"** (whose data is according to their registration on the website [www.io-sound.com](http://www.io-sound.com).) under the terms and conditions of this contract based on international treaties and applicable federal laws that are completed within the legal body of this contract.

### **Statements:**

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

#### 1.- *IO AUDIO* Provider:

1.1.- Legal person formally constituted, with fiscal domicile in calle jardin No.30 interior 203, Building B pueblo San Bartolo Naucalpan, Naucalpan centro, Estado de Mexico, C.P.53000, with D-U-N-S Number: 951597513, whose corporate purpose allows the conclusion of this Contract and has the necessary and sufficient powers to enter into it.

1.2.- The digital material is the basis of this contract, the music is the property of *IO AUDIO SA de CV*, each of these musical pieces is of original creation protected by national and international laws, with the limitations that the Customer "username" you must observe, monitor and respect because if you do not do so, *IO AUDIO SA DE CV* may take legal action in order to suit your interests.

#### 2.- Customer "username":

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

2.2.- Declares under protest to tell the truth that the data provided in their registration on website [www.io-sound.com](http://www.io-sound.com) are real and that there are no vices in their consent such as fraud, error, deceit or bad faith when providing them.

#### 3.- JOINT DECLARATION OF THE PARTIES.

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

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

### **Clauses:**

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

I.1.- *The Customer "username"* entrusts the *provider* part *IO AUDIO*, which in turn undertakes to provide the services (listed in a disaggregated manner) of:

- Recording service,
- Design,
- Audio mixing and mastering,

- Audio post service,
- Audio synchronization,
- Musical composition,
- Production,
- Artistic promotion,
- Editor and musical administration, as well as compositions and masters,
- Purchase and sale of copyright and masters (related rights exploitation and administration),
- Sale of musical compositions,

To provide the unit services and/or packages described in part **II of CLAUSES**.

The Customer "username", upon signature of this Agreement, shall count, renew, make or update a **\*CUSTOMER ACCOUNT** (Clause 1.9) on the website [www.io-sound.com](http://www.io-sound.com). Such account is the basis for the provision of the base services of this agreement.

The schedule to provide the contracted services, *for their operation*, will be on working days and hours which are Monday to Friday from 9 am to 9 pm, America CT. **Administrative** office's working days and hours are Monday to Friday from 11 am to 6 pm, America CT except holidays (non-working) December 24th, 25<sup>th</sup> and 31st, January 1st.

**Trial period:** Customers may use a single **30-day trial** period on the [www.io-sound.com](http://www.io-sound.com) Platform, without paying any fees; this does not include music from the *IO AUDIO* Provider library or other services in addition to those described in the trial offer on the service page; after the end of the trial **period, the Customer "username"** must choose a payment plan, ask for a tailor made plan, "to buy later even when the price does not remain the same as the one during the trial period ".or leave the **service**.

### **Terms of service.**

1.2.- The validity of this Contract will be a mandatory 12 months. The date of payment and / or verification of payment is taken as the beginning of the obligations between the parties.

### **Payment.**

1.3.- The Customer undertakes to pay *the IO AUDIO Provider* the consideration for the Services in accordance with the provisions of this contract, the amount, according to the price table (clause 2.2) for services or per contracted package. The prices are established independently of the monetary exchange rate of each country, which are quoted in Dollars. Payment must be made either in a single exhibition (annual) or in partialities which will be monthly (12 payments). If the payment is in partialities or monthly payments, the payment day and renewal of the Customer "username" membership will be the same calendar day as their first payment, the same as the *IO AUDIO* Provider will have to confirm the customer's payment.

1.4.- Payments are made via Bank Deposit, Bank Transfer, credit card payment (which *the IO AUDIO Provider* signs as valid), PayPal and Payoneer, to the account indicated by the *IO AUDIO* Provider for such purposes.

1.5.- The Customer "username" *must* pay in advance for any service regardless of their payment method, in case of non-payment by the Customer "username", the *IO AUDIO* Provider will *be* free to provide any service either pending or a new one. If the Customer "username" has problems not attributable to them to make the payment, (such as system failure PayPal or bank or similar) they must immediately contact *the IO AUDIO Provider* to jointly fix it.

**Extra payments.**

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

**Description of the job.**

***The job is the creation and/or manipulation of audio that could be synchronized with a video requested by the customer. This may also include a sound design and the stage of repairing or cleaning of the material if necessary during post-production***

**Billing.**

1.7.- The *IO AUDIO* Provider must issue an invoice in favor of the Customer "username" that must cover the services provided during the immediately preceding calendar month. The Customer "username" will pay the *IO AUDIO* Provider for the services covered on the corresponding invoice. Along with incidental or related expenses, as set forth in this agreement. The billing of such services and applicable accessory expenses, will be issued at the request of the Customer. Invoices issued by the Supplier in accordance with the provisions of this contract, must comply with all legal and tax requirements established by applicable tax laws. This does not include advance purchases.

The *IO AUDIO* Provider will provide a monthly statement and an invoice will be delivered.

1.8.- The *IO AUDIO* Provider shall provide the Customer "username" with the necessary reports on the occasion of the provision of services and/or the cost thereof or other expenses of incidental or related cause.

**Participation of Third Persons.**

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

1.10.-. The *IO AUDIO* Provider may provide the services through a third party. The *IO AUDIO* Provider is fully and absolutely responsible to the Customer "username" for the provision of such services.

**Customer account**

1.11.- The Customer "username" shall be responsible for designating a Key Account that will be in charge of purchasing administration and contracting accessory services for the duration of this service contract. The Customer "username" Customer will have access to request and receive services from the *IO AUDIO* Provider. Only the customer will be responsible for resetting passwords and keeping them secure.

The Customer "username" will also have access as a **Video or Editor Producer** using the digital platform belonging to the IO AUDIO [www.io-sound.com](http://www.io-sound.com). Provider, which the Customer "username" used to request and receive services from the catalog described in Clause 1.1 of this agreement.

**IMPORTANT:** Only the Customer "username" will be responsible for resetting the assigned passwords for that purpose and keeping them secure, the key account and the video producer could be the same person if the Customer "username" wishes. Any changes, work or manipulation of editing made by a third party authorized by the Customer, within the digital platform, are responsibility of the same. The IO AUDIO Provider and their staff disclaim any responsibility for said work not commissioned in writing previously or that is not the subject of the contracted service.

### **Suspension of service.**

1.12.- The parties agree that in the event that the Customer "username" fails to comply with any payment of the Consideration either annual or monthly (12 payments) in accordance with the provisions of this Agreement, a provisional suspension of their account in [www.io-sound.com](http://www.io-sound.com) will be generated until the date the customer "username" actually makes payment of the Consideration due to the IO AUDIO Provider.

### **Cancellation Clause**

1.13.-: **Cancel Account**. If the Customer "username" wishes to cancel the service of the IO AUDIO Provider they will have to do so 30 (thirty) days in advance in writing in order for this contract to be recorded as a form of termination of the contractual relationship, for this act there is no any economic reimbursement.

If the Customer "username" wishes to reactivate their service on the [www.io-sound.com](http://www.io-sound.com) they can do so at any time; in case the Customer "username" reactivates the account that to have a *positive monetary balance*, the IO AUDIO Provider will recognize that balance only within the dates set in the contract.

The IO AUDIO Provider may cancel at any time the service provided on the [www.io-sound.com](http://www.io-sound.com). platform, commissioned works, and any other service provided and /or contracted for non-payment.

### **Contract Termination.**

1.14.- The parties agree that either party may (rescission) in advance of this contract by written notice sent to the other party regarding their wish to terminate the other party, at least 30 (thirty) calendar days prior to the date on which they wish to terminate the contract.

## **Second. SPECIFIC PROVISIONS OF THE IO AUDIO PROVIDER.**

### **Account Creation.**

2.1.- The IO AUDIO Provider declares that they only use authorized software and ensure that their staff make good use of the Customer's "username" material.

The Client "username" through the platform [www.io-sound.com](http://www.io-sound.com) will select a test (clause 1.1 third paragraph) or a plan (clause 2.2) within the platform and when filling in the required

data (clause 1.10) the Customer "username" has to accept the terms and conditions, then they have to complete the information of the individual or legal entity. Once the above is done, the Customer "username" will take in a unique account number, this is called Key Account, which will already be active to be used.

**Access to packages.**

2.2.- The prices and packages to which the Customer "username" has access are as follows:

**Annual Plan:**

	30-DAY TRIAL Free	Silver \$900	Gold \$1,700	Platinum \$2,400
MINUTES INCLUDED *	1.15 / MAX 3 SERVICES	5	10	15
EXTRA MINUTE COST	\$180.00	\$180.00	\$170.00	\$160.00
MUSIC LICENSES INCLUDED	PURCHASE OPTION	PURCHASE OPTION	1	1
REVISION BY WORK	1	2	2	2
EXTRA REVISION PER JOB	\$32.00	\$32.00	\$32.00	\$32.00
EXTRA FEE URGENT JOB**	\$32.00	\$32.00	\$32.00	\$32.00
FEE PER EXTRA TRACK	\$9.00	\$9.00	\$9.00	\$9.00
SOUND EFFECTS DESIGN (SFX)	50	Unlimited	Unlimited	Unlimited
MAX TRACKS stereo or mono	16	16	16	16

\* prices are in USD, plus 16% Tax, the cost (exchange rate) of any work or order will be that in force at the time (date) of signing this contract. All plans include a maximum of 4 jobs per minute, from which only the first job of each working day will have the time warranty mentioned at [www.io-sound.com](http://www.io-sound.com) for the next jobs, time will be establish by our supervisor at the moment of confirmation of assets.

\*\*Fee will only apply within operations schedule Monday to Friday from 9 am to 9 pm America CT, if customer is located in a different time zone application of urgent job will be waived or discussed separately.

**Monthly Plan: (monthly payments)**

	30-DAY TRIAL Free	Silver \$990	Gold \$1,870	Platinum \$2,640
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MINUTES INCLUDED *	1.15 / MAX 3 SERVICES	5	10	15
EXTRA MINUTE COST	\$180.00	\$198.00	\$187.00	\$176.00
MUSIC LICENSES INCLUDED	PURCHASE OPTION	PURCHASE OPTION	1	1
REVISION BY WORK	1	2	2	2
EXTRA REVISION PER JOB	\$32.00	\$35.20	\$35.20	\$35.20
EXTRA FEE URGENT JOB**	\$32.00	\$35.20	\$35.20	\$35.20
FEE PER EXTRA TRACK	\$9.00	\$9.00	\$9.00	\$9.00
SOUND EFFECT DESIGN (SFX)	50	Unlimited	Unlimited	Unlimited
MAX TRACKS stereo or mono	16	16	16	16

\* prices are in USD, plus 16% Tax, the cost (exchange rate) of any work or order will be that in force at the time (date) of signing this contract. All plans include a maximum of 4 jobs per minute, from which only the first job of each working day will have the time warranty mentioned at [www.io-sound.com](http://www.io-sound.com) for the next jobs, time will be establish by our supervisor at the moment of confirmation of assets.

\*\*Fee will only apply within operations schedule Monday to Friday from 9 am to 9 pm America CT, if customer is located in a different time zone application of urgent job will be waived or discussed separately.

2.3.- In case the Customer "*username*" wishes or requires additional services (additional fee on urgent work per **minute, music from our library, etc.**) all such purchases made on the service platform, website and [www.iosound.com](http://www.iosound.com) must be paid in advance. Once the payment is confirmed (clause 1.3) the Customer "*username*" will receive a code that could be added at the time of loading a job or available for download. Extra minutes will be valid only for 1 month counting from the purchase day.

### **Unit Products and Services.**

2.4.- The IO AUDIO Provider has unitary services to which the Customer "*username*" also has access, which can be acquired at any time or moment within the duration of this contract as additional services. They can also be acquired without the need for a contract as commissioned work. These services are listed below:

2.4.1.- Audio restoration and repair: with industry standard iZotope RX software, we can repair damaged audio by eliminating unwanted noises, reducing clipping and optimizing voice recordings.

2.4.2 Mixing: Our mixes are optimized to work on all platforms, to meet industry standards such as ATSC A85 for America, EBU R128 for Europe, OP 59 for Australia, ARIB TR-B32 for Japan.

2.4.3.- Sound design: create a specific aural world that will help you tell your story, using technical and artistic resources combining organic and inorganic sound effects.

2.4.4.- Music Library: our library includes unique music produced for any production.

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

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

2.4.7.- One-time and large scale projects:

### **\*Licenses.**

For this and subsequent sections, it will be **understood legally** that: music is an element that is in tune with other assets for the later purpose of supporting other means, the song is the product of a work that combines both music or melody with lyrics and sounds to be broadcast by an interpreter.

2.5.- The music included in the *IO AUDIO* Provider's service contracting plans and used by the Customer "username" may only be used as long as they have the contracted service (clause 1.2), Exclusive license is excluded. Once the contract is concluded and the Customer "username" wants to continue using the songs in their products, the customer must make a separate payment called sync fee, (mention that they have clearance by the composer, writer, artist, master owner, publisher) **BUT NOT for SOUNDTRACKS, NO MUSIC VIDEOS OR PROMOTE CERTAIN THINGS SUCH AS WEAPONS, POLITICS OR RELIGION,** such projects require a different license issued by the *IO AUDIO* Provider.

### **\*Music library licenses.**

2.6.- If the Client "username" needs or wants to use the same song in several videos, it will have a separate cost since said work is taken as a separate work (clause 1.5 first and second paragraph), following the next level of licenses:

2.6.1.- The social media license grants permission for use on Facebook, Youtube, Instagram, Internet ads, radio over IP (RoIP).

2.6.2.- The license of radio, satellite television and radio, television broadcast and networks grants permission for use in all broadcasting and cable television services, usage of the material on his own broadcast website. (such as TNT and TNT web) and VOD platforms as retransmission of the original signal.

2.6.3.- The film license grants permission for use on platforms such as Netflix, Amazon Prime, movie theaters and on-demand services.

2.6.4.- The exclusive agreement opens all license levels except the video game license, and does not remove the composer's right to use the music in his own projects and the composer has all copyright. If the purchased music has a lyrics version, both versions will be included as an exclusive agreement, this license will not be included at any plan, unless additional agreement in writing.

2.6.5.- The video game license grants permission for the use to be synchronized throughout the game, but not as a sound logo, or as promotional music;

In that case, the Customer will need to purchase another license (i.e. social media license to promote their video game in Facebook ads).

LICENSE LEVEL	NUMBER OF PROJECTS	USE OF TIME	USE OF PROJECTS UNDER PLAN
Social media (Facebook, Youtube, Internet ads, etc.)	1	1 year	Unlimited
Radio, TV broadcast, cable TV, VOD retransmission	1	2 years	Unlimited
Movie (Netflix, cinemas, on demand)	1	Unlimited	Unlimited
Exclusive agreement	1	Unlimited	Na
Video Games	1	Unlimited	Unlimited

**\*Transfer restriction.**

2.7.- The Customer "username" is prohibited from Leasing, sub-leasing, licensing or sub-licensing the music, **NO COPYRIGHT TRANSFER** (this type of sub-contract or sub-license requires negotiation between the parties separately). The *IO AUDIO* Provider will have pro royalties, mechanicals, masters, there are and does not exist re use fees (any use for a movie and then for the soundtrack or vice versa, this type of use of the music will have to pay another license by the Customer "username" or user who had it). Music belonging to the *IO AUDIO* Provider's library can be used in productions for Customer's "username" Customers or Clients.

**\*Cover restriction.**

2.8.- In order for the Customer "username" to have an exclusivity license for any music theme from the *IO AUDIO* Provider's library, they will have to make the respective payment for such license and the Supplier will remove the theme from their music catalog. But such an exclusivity license is not retroactive. The *IO AUDIO* Provider reserves the right to provide their services.

**\*LEGAL NOTICE** *\*Mexico, Federal Copyright Law. Title III*

**The music of the bookstore and masters is not commissioned and is property of the provider. The artists, composers and writers transmitted the Patrimonial Rights in favor of the Provider *IO AUDIO*. Music from the *IO AUDIO* Provider library only sells licenses for sync not copyright.**

**All data collection of videos, this includes duration, subject, languages, translations, voiceovers and all finished work will remain for the purposes of information, demonstration or commercial sale in favor of the provider *IO AUDIO*, without using sensitive data of the Client such as names of financial information or any other listed in the "PRIVACY NOTICE" section of this contractual instrument.**

**Price.**

2.9.- The Customer "username" without a plan or package: the price could increase at any time without prior notification, in case the Customer "username" is under a plan or package, price increase could be up to 3% applied to the plan renovation.

2.10.- Additional rate in urgent jobs per minute This rate will eliminate 8 hours from the normal delivery time (applies only once per job). Fee will only apply within operations schedule Monday to Friday from 9 am to 9 pm America CT, if customer is located in a different time zone application of urgent job will be waived or discussed separately.

#### **Fee for additional track.**

2.11.- This rate must be applied every time the Customer "username" 's work has more than 16 tracks stereo or mono; Please note that the time frame delivery guarantee could be removed due to increased tracking.

#### **Degradation and updating of the level of service.**

2.12.- The Customer "username" in the service update (upgrade category) will pay the difference between their current service level and the new one acquired, starting in the month of the update. In the event of a service level degradation (downgrading), the Customer "username" will pay a fee equivalent to 10% based on the monthly amount of their actual service. Should they want to downgrade again, they will pay an additional 10% fee based on the monthly amount of their new level of service. In downgrades, the Customer will lose the benefits of the original level of real contract, once it reaches its expiration date. They will acquire only the benefits of the new level of service. No reimbursement will proceed for annual payments.

In the updates, the Customer will pay extras with the rates of the new level, that is, if the Customer has a Gold plan and updates to platinum on any other day that is not the day of the expiration of their account, the Customer will pay the additional minutes with the platinum plan rate. Once it reaches its balance or expiration day, it will be taken as a new starting point where the Customer will have the minutes and rates included in the new plan.

#### **Workflow**

2.13.- From their main panel, on the [www.io-sound.com](http://www.io-sound.com) platform, the Customer "username" will upload videos, OMF, AAF and / or audio clips and provide the *IO AUDIO* Provider with detailed instructions against the time code so that the sound artist (belonging to the *IO AUDIO* Provider) can obtain all the information necessary to carry out the work. The sound artist will review the upload and accept or provide feedback to the Customer "username" on the changes to be made to the files. Once accepted by the *IO AUDIO* Provider, the work and fulfillment will begin within the specific term; The *IO AUDIO* Provider will deliver through the Customer's panel, within the platform [www.io-sound.com](http://www.io-sound.com), sending notification to inform that the work is ready.

The *IO AUDIO* Provider to perform the provision of the service to the Customer "username" could use other platforms such as cloud storage with different providers and upload information on said platforms, always taking care of confidentiality.

When the Customer uploads the works, they accept that the material provided is their responsibility and only this will be used to carry out the work.

The *IO AUDIO* Provider will keep a copy of all material supplied by the Customer "username", including the material delivered by the *IO AUDIO* Provider, which will never be used for any other client. The *IO AUDIO* Provider reserves the right not to save said information, at their discretion. This information will only serve as a backup, any modification at the request of the Customer "username", will be taken as a new job.

The *IO AUDIO* Provider is released from any content that the Customer provides as work, including opinions, performances, interviews and points of view, news, audio, music, copyright, and others provided.

### **Definition of revision**

2.14.- Revision will be considered as any modification that has to do with the original work and that has the same duration or less, where the work counted will be the longest (that is, the original video with 30 seconds and the revision video is 45 seconds, the total work will be counted as 45 seconds). The delivery time for a revision will vary and will be provided by the *IO AUDIO* Provider at the time of revision confirmation.

### **Maximum time the Customer will have after the revision.**

2.15.- The usual time for feedback for each job is 5 business days, but upon request; the Customer "username" may increase the waiting time up to 15 business days to give a response to the *IO AUDIO* Provider about their work.

### **Additional revision by job**

2.16.- The *IO AUDIO* provider includes 2 revisions per job, but the Customer "username" is able to purchase additional revisions for an additional fee.

### **Job delivery**

2.17.- Deliveries by the *IO AUDIO* Provider will be in WAV or MP3, stereo, bit rates of 44.1kHz and 48kHz and WAV resolutions of 16bits or 24bits, and MP3 resolutions of 128kbps to 320kbps. At the moment, the *IO AUDIO* Provider in their plan packages do not include jobs in multichannel formats, that is, 5.1 surround format.

Multi-channel or surround formats are only available for custom or commissioned jobs

2.18.- The Customer "username" asked for that on the platform [www.io-sound.com](http://www.io-sound.com), uploads a job, uploads their videos, OMF, AAF or audio, in case of a non-visual job, it is simply asked to describe the work it requires through "our submission of work".

2.19.- If the Customer "username" sends the *IO AUDIO* Provider a job after business hours (third paragraph 1.1 clause) the job will be received and confirmed at 9:20 am + the duration of the job CT the next available business day.

2.20.- In jobs that require Sound Effects (SFX), the Customer "username" can provide their own SFX, but also the *IO AUDIO* Provider can add internal SFX as requested.

2.21.- Once the work has been delivered, the *IO AUDIO* Provider may request in writing from the Customer "username", the authorization for the *IO AUDIO* Provider to display the finished work material as part of their advertising portfolio.

### **Cancellation of a job**

2.22.- Once the *IO AUDIO* Provider confirms a job, the Customer "username" will have a 5-minute window to cancel the job, in case of exceeding this time, the work will be considered as a job to be completed and will be charged to the customer's account.

### **Communications.**

2.23.- All communications and deliveries must be made through the *IO AUDIO* Provider platform and emails to be valid and comply with the warranty delivery period.

### **Non-digital delivery.**

2.24.- If the Customer "username" does not want or cannot use digital communications, they may send their materials at their own shipping cost and without guarantee of delivery time to the physical address of the *IO AUDIO* Provider.

### **Responsibilities disclaimer.**

2.25.- In the event of disputes between individuals, governments, religious, ethnic and/or similar groups, the *IO AUDIO* Provider will be released from any liability by the Customer "username" and the latter will be subject to any expenses, and the *IO AUDIO* Provider does not authorize the Customer "username" to publicly mention or relate the name of the *IO AUDIO* Provider.

2.26.- The *IO AUDIO* Provider shall not be liable to any extent for the visual material, as the warranty is solely on the audio.

2.27.- The *IO AUDIO* Provider shall not be liable for spelling, grammatical and/or diction errors provided in the material by the Customer.

2.28.- The *IO AUDIO* Provider shall not be responsible on grounds of force majeure considering as an example, failures of our internet provider, domain, but will take appropriate measures to carry out and deliver the work on time.

### **Third. GENERAL DEVICES.**

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

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

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

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

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

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

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

Any information provided by the customer including banking, personal, emails and any other information considered personal, will not be shared by the *IO AUDIO* Provider to any third party and will only be used for service purposes.

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

#### **Fourth. - PROFESSIONAL SECRET. CONFIDENTIAL INFORMATION.**

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

4.2.- The Parties undertake in this act not to disclose, during the term of this contract and for the next 5 (five) years after its termination, confidential information that has been shared and/or submitted, or obtained from the other party. Unless the owner of the relevant Confidential Information grants the other party prior written permission, neither Party may

use, display, publish, inform, apply to report or disclose in any way, directly or indirectly the Confidential information that each one receives from the other Party. In addition, neither party may include, incorporate, apply or make use of the other Party's Confidential information in any product or service owned by them, nor may they advise, provide assistance, consulting, advice, plans and ideas, to any natural or moral person for the purpose of developing, putting on the market or selling any product or service incorporating Confidential information.

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

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

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

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

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

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

***This contract is governed by the regulations of the Universal Copyright Convention 1952, also known as the Geneva Convention, which delegates to the national laws of the State of origin of the author of the Works the application of the relevant protection laws. Therefore, The Customer “username” whether natural or moral person, renounces its jurisdiction of birth, naturalization or residence and accepts, submits and accepts the jurisdiction of Mexican national laws as the state of origin of the authors and creators of the works that are part of this contract.***

### **PRIVACY NOTICE**

As provided in the "Universal Declaration of Human Rights".

Articles 12, "International Covenant on Civil and Political Rights" in articles 17 and 19, "United Nations Convention against Corruption" in articles 10 and 13; "Declaration of Privacy Principles and Protection of Personal Data in the Americas" and in the "Legislative Guide on the Privacy and Protection of Personal Data in the Americas" Inter-American Legal Committee (CJI) as well as provided for in the "Federal Law on the Protection of Personal Data", declares IO AUDIO S.A.de C.V. to be a legally incorporated company in accordance with the laws of its place of residence, domiciled in Alcalde Sáenz de Baranda no.26 Colonia El Dorado, Municipio de Tlalnepantla de Baz, Estado de México, C.P. 54020; And as responsible for the processing of their personal data, makes it known that our customers' information is treated strictly confidentially so, by providing your personal data, such as:

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

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

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

In the case of Sensitive Data, such as:

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

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

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

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

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

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

This privacy notice may be modified by IO AUDIO S.A. de C.V., such modifications will be promptly informed through email, telephone, or any other means of communication that IO AUDIO S.A. de C.V. determines for this purpose.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

IO AUDIO S.A de C.V.