

CONFIDENTIAL

Contractor: Aediwood // Client: Gobierno de México

“TENOCHTITLAN 2036” PROJECT

Reference: MDR007JB60

Construction of a new government building

Agreement between the undersigned:

Firstly, Company: Government of the United Mexican States Headquarters: Mexico City Representative: Miguel PALOMBOS, Special Ministerial Advisor hereinafter referred to as “the Client”	And on the other hand, Company: Aediwood Headquarters: Montreal Representative: Dominic RACCOON, sales representative hereinafter referred to as “the Service Provider”
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It is previously stated that:

The service provider (Aediwood) is responsible for providing the client with architectural plans and impact and feasibility studies for the construction of a new next-generation office building in the heart of Mexico City.

It is in this context that the Mexican government wished to collaborate in partnership with the service provider Aediwood in anticipation of the construction of this building. This agreement is a prerequisite to any other agreement, without guarantee of the continuation of commercial discussions.

The following is decreed:

Article 1: Object of the contract

The purpose of this Agreement is to determine the legal and technical terms of the partnership established between the Parties aimed at putting the Company in contact with the Client.

Articles 2: Common obligations of the parties

The parties undertake to always behave towards each other as loyal partners in good faith and in particular to inform each other of any difficulty they may encounter in the performance of this contract.

Article 3: Remuneration

This agreement is accompanied by a first payment amounting to \$343,000 payable by the client to the service provider as of the presentation of the deliverables. This amount will be the subject of a separate contract.

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Article 4: Confidentiality

The term "Confidential Information(s)" includes information of any kind transmitted in writing by the Issuing Party to the Beneficiary Party and in particular technical, industrial, commercial or organizational knowledge relating to the Issuing Party, including all exchanges between the parts.

Each Party (i) undertakes not to communicate to anyone, directly or indirectly, all or part of the information of any kind that will have been communicated to it by the other Party, or of which it would have become aware during the execution of the Contract and which could reasonably be considered confidential and (ii) undertakes not to use them for any purpose other than for the performance of the Contract.

In the event of termination of the Contract by one or other of the Parties, whatever the cause, the Parties shall refrain from using and disclosing all or part of the confidential information transmitted within the framework of the execution of this Agreement for 2 years.

Precede the signatures with the words "Good for agreement" and the date:

CUSTOMER

Name: Government of the United Mexican States

Function: Special Ministerial Advisor

Signature: Miguel PALOMBOS

SERVICE PROVIDER

Name: Aediwood

Function: sales representative

Signature: Dominic Raccoon

