



DIGITAL ASSET MANAGEMENT AND PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of the 1st day of January 2020 (the "Effective Date"), by and between Simpleview Canada, LLC with offices at 8950 N. Oracle Road, Tucson, Arizona, 85704 ("Simpleview") and Scotiabank Inverlat, S.A. Fideicomiso 100321975 (Guadalajara), with offices at Calle Libertad # 1725, Col American, Guadalajara, Jalisco, México CP 44540 ("Client").

RECITALS

- A. WHEREAS, Simpleview offers certain consulting, development and hosting services and web-based applications for use on the World Wide Web, including a digital asset management (DAM);
- B. WHEREAS, Client desires that Simpleview develop, implement and utilizes the DAM, and provide certain other agreed services and applications useful in the programming and maintenance of the DAM; and
- C. WHEREAS, Client desires to engage Simpleview, and Simpleview desires to be engaged by Client, to provide internet services and products on the terms and subject to the conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises set forth herein, Simpleview and Client (collectively, the "Parties") hereby agree as follows:

1. Simpleview Services and Client Cooperation

Simpleview agrees to provide client with services to develop, implement and utilizes the DAM and provide programming and hosting of the DAM on the World Wide Web as set forth or described in Exhibit A hereto (the "Services"), and to provide Client with additional services, if any, set forth or described in Exhibit B hereto (the "Additional Services"), which exhibits may be amended from time to time by mutual written agreement of the Parties. Obligations of Simpleview, if any, to provide additional ongoing maintenance tasks for the DAM shall be set forth and included as part of Additional Services on Exhibit B hereto ("Maintenance") (the Services and the Additional Services are hereinafter referred to collectively as the "Services"). Client agrees that Simpleview is responsible only for providing the Services specifically set forth in Exhibit A and Exhibit B hereto unless otherwise agreed in writing. Client will provide all reasonable information and assistance to Simpleview necessary for Simpleview to perform Services, and any failure of Client to provide any such information and/or assistance will excuse Simpleview from performing such Services dependent upon the information or assistance until such information or assistance is provided.

2. DAM Development and Hosting

2.1 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation into the DAM or for use, display, reproduction, distribution or other exploitation on the DAM or for offering Services, including, but not limited to, any images, photographs, illustrations, graphics, marks, audio clips, video clips or text. Client shall deliver the Client Content to Simpleview in an electronic file format specified and accessible by Simpleview (e.g., .txt, .gif) or as otherwise specified in Exhibit A. Any services required to convert or input Client Content not set forth in Exhibit A as Services shall be charged as Additional Services. Client shall promptly deliver all Client Content to Simpleview as required by Simpleview.

2.2 Work Orders

If Client wishes to implement upgrades or revisions to the DAM that differ materially from the Services in Exhibits A and B, Client shall submit to Simpleview a written change order containing (i) such revisions in detail and (ii) a request for a price quote for such change (collectively, the "Change Order"). Simpleview shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all costs and fees associated with Client's Change Order. Client shall have ten (10) business days from receipt of such proposal to accept or reject Simpleview's proposal in writing. If Client accepts Simpleview's proposal to undertake the work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Simpleview's proposal, shall amend and become a part of Exhibit A and Exhibit C hereto (Fee Schedule). Routine updates and "fixes" shall be performed according to the Fee Schedule in Exhibit C.

2.3 Hosting

2.3.1 System Availability. Simpleview warrants at least 99.9% System Availability during each calendar month. "System Availability" means the percentage of total time during which the DAM is fully accessible at standard server response time and throughput capacity, excluding Scheduled Maintenance, Emergency Maintenance, and any loss or interruption due to causes beyond the control of Simpleview. "Emergency Maintenance" means downtime of the DAM due to the application of urgent patches or fixes, or other urgent maintenance, recommended by Simpleview vendors to be applied as soon as possible, that is performed outside of Scheduled Maintenance hours. "Scheduled Maintenance" means downtime of the DAM during preset, scheduled maintenance windows. Scheduled Maintenance typically is performed during off-peak hours which are defined as between 6 P.M. and 3 A.M. Mountain Standard Time. Simpleview will provide Client with notice of any scheduled maintenance a minimum of twenty-four (24) hours prior to the scheduled outage and will endeavor to schedule maintenance after 9 P.M. Eastern Standard Time. Times for Scheduled Maintenance may be changed with reasonable prior written notice to Client (which may be via email).

Should Simpleview fail to achieve 99.9% System Availability in any calendar month, Client shall receive a prorated credit towards future Services. The credit shall be calculated by taking the difference between 99.9% and the actual percent of System Availability and multiplying by the monthly calculated licensing fee for the specific application affected (excluding annual licensing fees from third-party providers).

Should Simpleview fail to achieve 99.9% System Availability in each of two consecutive calendar months, Client shall have the right to terminate this Agreement for cause (and without having to give Simpleview any cure period), in which case Simpleview will refund to Client any prepaid fees for the remainder of the Term after the date of termination. Claims under this service level warranty must be made in good faith and by submitting a support case within twenty (20) business days after the end of such second consecutive month.

2.3.2 Disaster Recovery. Simpleview shall maintain a disaster recovery plan (a "DRP") for all technology required to provide the Services, together with the capacity to execute the DRP. The DRP shall, at a minimum, require mirror servers and the ability to connect to the DAM via multiple Internet Service Providers (ISPs). Upon request by Client, Simpleview shall provide Client with an executive summary of Simpleview's then-current version of the DRP. Simpleview shall perform disaster recovery tests at least annually. Simpleview shall provide, upon request, a written description of all DRP test results in sufficient detail to allow Client to assess the success of each test.

2.3.3 Security. Simpleview shall provide all reasonable physical-, anti-virus-, and password-related security for the Simpleview systems related to the offering of Services (such systems are "Simpleview Systems"), and will make all reasonable security procedures available to protect Client Data from unauthorized access via hacking or other unauthorized access to the Site or Simpleview Systems. Simpleview shall have and adhere to commercially reasonable

written information security guidelines for maintaining security controls which guidelines include, without limitation, physical, administrative, and technological controls. Simpleview shall act proactively in taking measures designed to prevent security breaches of Simpleview Systems and laying out a process for taking all commercially reasonable actions to security breaches once identified. Simpleview shall promptly notify Client when security breaches or security holes are identified.

2.3.4 Backup Procedures. Data collected or handled through the site will be backed up on at least a daily basis. In the event that a data restore is required as a result of equipment failure, Simpleview will bear the costs of such restore. Client may request a back-up of data at any time.

2.3.5 Suspension of Services Generally. Simpleview may suspend the provision of any Services (including hosting) if Simpleview believes in good faith that the provision of such Services will cause Simpleview or Client to be in violation of applicable law or will result in either Simpleview or Client to suffer harm or property loss. Such suspension may continue until Simpleview can determine that the threat leading to suspension has abated or no longer exists.

3. Service Fees

Client shall pay the fees set forth in the Fee Schedule in Exhibit C. Simpleview expressly reserves the right to change the rates charged hereunder for the Services during any Renewal Term provided, however, that the annual increase for any fee shall not exceed ten percent (10%) of the fee paid during the immediately preceding 12-month period. Client shall pay to Simpleview all fees within thirty (30) days of the date of the applicable Simpleview invoice.

4. Proprietary Rights

4.1 Proprietary Rights of Client

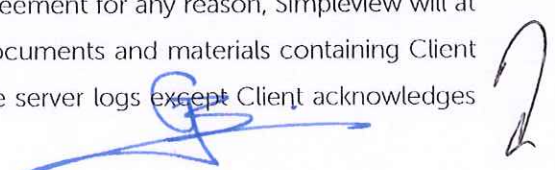
Client Content, Client Data and User Information shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Nothing in this Agreement shall be construed to grant Simpleview any ownership right in the Client Content, Client Data or User Information.

"Client Data" means all data and information about Client's businesses, customers (current, former, or prospective), employees, operations, facilities, products, markets, assets, or finances that Simpleview obtains, creates, generates, collects, or processes in connection with this Agreement, and all intellectual property or other rights in that data and information. Simpleview shall provide Client with copies of the server logs applicable to its DAM and reports derived from the server logs at no additional cost.

"User Information" means all information about users, and Client members and personnel and internet browsers (whether or not users), that Client provides to Simpleview hereunder, or that Simpleview otherwise collects, compiles, creates, or stores in connection with the access and use of DAM and including, without limitation, (i) name, address, email address, password information, account numbers, financial information, demographic data, marketing data, credit data, any other identification data; (ii) any other user data submitted in the course of the access or use of the DAM; and (iii) any information about an identifiable individual that constitutes "personal information" or "protected information" under applicable law. Simpleview shall provide Client with copies of the server logs and reports derived from the server logs at no additional cost.

Within 30 days of Client's written request or upon termination of this Agreement for any reason, Simpleview will at no additional cost to Client return or destroy all originals and copies of all documents and materials containing Client Content, Client Data, and User Information including reports derived from the server logs except Client acknowledges

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that any returning or destruction of such documents and materials by Simpleview may cause Simpleview to fail to perform its obligations under this Agreement and any such failure is not a breach of this Agreement by Simpleview.

4.2 Proprietary Rights of Simpleview

Subject to Client's ownership interest in Client Content, Client Data and User Information, and further subject to Section 4.1 of this Agreement, all materials including, but not limited, to any computer software (in object code and source code form), script, programming code, data, information, or HTML script developed or provided by Simpleview or its suppliers under this Agreement (with the exception of original elements of audiovisual displays created hereunder specifically for Client, which shall be deemed to be part of Client Content), and any trade secrets, know-how, methodologies, and processes of Simpleview's products or services, shall remain the sole and exclusive property of Simpleview or its suppliers including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto owned by Simpleview (collectively "Simpleview Materials"). Client acknowledges and agrees that Simpleview is in the business of providing and hosting a DAM, and that Simpleview shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Simpleview Materials in providing such services.

4.3 Simpleview Notices

Unless otherwise agreed to in writing by the Parties, Simpleview shall have the right to place proprietary notices of Simpleview (including hypertext links related thereto) on the Simpleview Materials and on the DAM, including developer attribution and hypertext links to Simpleview's websites, and to change or update such notices from time to time upon notice to Client. The size, appearance and location of these notices shall be subject to Client's approval, which approval shall not be unreasonably withheld. In no event may Client remove or alter any Simpleview proprietary notice from the Simpleview Materials or the DAM. Simpleview may use the name of and identify Client as a Simpleview client, in advertising, publicity, or similar materials distributed or displayed to prospective clients of Simpleview unless and until Client provides written notice to Simpleview withholding its consent to such use.

5. License and Restrictions

5.1 Grant of License - Client

Client hereby grants to Simpleview a non-exclusive, irrevocable, non-transferable worldwide, royalty-free license for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to edit, modify, adapt, exhibit, publish, transmit, perform, display, distribute and otherwise use Client Content solely as necessary to render the Services to Client under this Agreement.

5.2 Grant of License - Simpleview

Simpleview hereby grants to Client a limited, non-exclusive, non-transferable worldwide, non-sublicensable, and royalty-free license solely for the Initial Term and any Renewal Term (as those terms are hereinafter defined) to view Simpleview Materials that are incorporated in the DAM and that are required for the operation of the DAM. Client cannot use any of the Simpleview Materials for any other purpose, including selling, copying, or transferring any portions to third parties, or providing website development or hosting services for others. Simpleview hereby reserves for itself all rights in and to the Simpleview Materials not expressly granted to Client in the immediately foregoing sentence. In no event shall Client use any trademarks or service marks of Simpleview without Simpleview's prior written consent.

6. Warranties

6.1 Simpleview Warranties and Disclaimers

Simpleview warrants: (i) that Simpleview has the right and authority to enter into and perform its obligations under this Agreement; and (ii) that Simpleview shall perform the Services in a professional and workmanlike manner.

6.2 Client Warranties

Client warrants that: (i) it has all authorization(s) necessary for hypertext links to third-party websites; (ii) that the exercise of any rights by Simpleview of Client Content or any other materials provided by Client for Simpleview's use in connection with the Services including the hosting of the DAM does not infringe or violate any applicable laws, regulations, or rights of any third party; (iii) Client has obtained all licenses, authorizations, approvals, consents or permits required by applicable laws to perform its obligations under this Agreement, including but not limited to approvals to disclose User Information; and (iv) all Client Content and any other written information, reports, statement, and other papers and data furnished by Client does not contain any untrue statement or representation of a material fact or omit to state or represent a material fact necessary in order to make the statements or representations made therein not misleading. Client shall provide all necessary Client Content, including database files, reports and other materials for implementation of the DAM.

7. Indemnification

7.1 Indemnification by Client

Client agrees to indemnify, defend, and hold harmless Simpleview, its directors, officers, employees and agents ("Simpleview Parties") against any suit, claim, demand, cause of action brought or alleged against any Simpleview Parties claiming, related to or arising from any of the following: : (i) a material breach by Client of any of Client's warranties hereunder; (ii) the gross negligence or willful misconduct of Client; or (iii) the exercise by Simpleview of any rights in Client Content or any other data or materials provided by Client for Simpleview to perform Services such as Client Content to be provided by Client hereunder or other material on the DAM provided by Client infringing or violating any rights of third parties, including, without limitation, rights of publicity, rights of privacy, intellectual property rights, patents, copyrights, trademarks, trade secrets and/or licenses.

7.2 Indemnification by Simpleview

Simpleview agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents ("Client Parties") against any suit, claim, demand, cause of action brought or alleged any Client Parties claiming, related to or arising from any of the following:: (i) a material breach by Simpleview of any of Simpleview's warranties hereunder; or (ii) the gross negligence or willful misconduct of Simpleview; or (iii) Client's authorized use of, or Simpleview's use of, Simpleview Materials or any other materials used by Simpleview in connection with the Services infringing or violating any rights of third parties, including, without limitation, rights of publicity, rights of privacy, intellectual property rights, patents, copyrights, trademarks, trade secrets and/or licenses.

7.3 Conditions of Indemnification

The indemnities in Sections 7.1 and 7.2 are subject to the following conditions: (i) the indemnified Party promptly notifies the indemnifier in writing of the claim; (ii) the indemnified Party makes no admissions or settlements without the indemnifier's prior written consent; (iii) the indemnified Party gives the indemnifier all information and assistance that the indemnifier may reasonably require; and (iv) the indemnified Party allows the indemnifier complete control over the litigation and settlement of any action or claim.

8. Warranty Disclaimer and Limitation of Liability

Except for the limited warranty set forth in section 6, Simpleview makes no other express or implied representation or warranties, either oral or written, whether arising by law, course of dealing, course of performance, usage, trade, or otherwise, and Simpleview expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability, and warranties against infringement. client acknowledges that it has not relied upon any representation made by Simpleview, or any other person on Simpleview's behalf, except as specifically provided herein.

Except for a claim for indemnification under section 7, the exclusive remedy to be provided by of Simpleview hereunder for any services performed in a manner that causes Simpleview to breach this agreement shall be limited to (i) performing those services as required under this agreement, or (ii) if such performance is impossible, to refunding the amounts paid to Simpleview for the services that were performed in breach of Simpleview's obligations under this agreement. without limiting each party's obligations under section 7, in no event shall Simpleview or client be liable for indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, even if that party has been advised of the possibility of such damages.

9. Term and Termination

This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for one (1) year, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). At the end of the Initial Term this Agreement shall renew for additional terms of one (1) year unless Client provides sixty (60) days' written notice of cancellation for each subsequent renewal term.

Unless otherwise specified in this Agreement, either Party may terminate this Agreement if the other Party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within thirty (30) days of receipt of notice specifying the breach.

10. Confidentiality

Each Party agrees that during the course of this Agreement, information that is identified or treated as confidential or proprietary may be disclosed to the other Party including, but not limited to, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). The obligations with respect to any particular portion of Confidential Information shall terminate or shall not attach, as the case may be, when the receiving Party can demonstrate such information (i) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (ii) was known to the receiving Party as of the time of its disclosure, (iii) is independently developed by individuals of the receiving Party without access to the Confidential Information, or (iv) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees or financial or legal advisors who have a need to know in connection with this Agreement. Each Party shall notify its employees or advisors of their confidentiality obligations with respect to the Confidential Information and shall require its employees or advisors to comply with these obligations. The confidentiality obligations of each Party and its employees/advisors shall survive the expiration or termination of this Agreement.

Each of the Parties shall use at least those precautions to protect such information and other property that it uses to protect its own information and other property, in no event less than those precautions generally required by industry standards.

Client shall not use any Simpleview Materials to compete with Simpleview or in any way that would diminish Simpleview's rights therein.

11. Limit on Statute of Limitations

Notwithstanding any other provision of this Agreement or of applicable law, neither Party shall be permitted to bring a cause of action for breach, or otherwise arising out of this Agreement, more than two (2) years after the Party seeking to bring the action discovered or should have discovered the facts forming the basis for the cause of action.

12. Miscellaneous

12.1. Entire Agreement

This Agreement and attached Exhibits constitute the entire agreement between Client and Simpleview with respect to the subject matter hereof and there are no representations, understandings, or agreements which are not fully expressed in this Agreement. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which such amendment, change, waiver, or discharge is sought to be enforced.

12.2. Governing Law

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

12.3. Relationship of the Parties

The Parties agree that Simpleview and its personnel, in performance of this Agreement, are acting as independent contractors and that this Agreement shall not create any agency between the Parties. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

12.4. Arbitration

Any claim, controversy or dispute among the Parties to this Agreement will be resolved by binding arbitration, following the Rules and Procedures of the American Arbitration Association, by a mutually acceptable arbitration organization in Tucson, Arizona. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction thereof. The prevailing party shall be awarded all its costs, including but not limited to any filing fees, the fees of the arbitrator, reasonable attorneys' fees, travel expenses, and/or any other costs incurred relating to the dispute.

12.5. Force Majeure

Neither Party shall be liable for delays or failure in performance thereunder caused by acts of God, war, strike, riot, labor dispute, work stoppage, fire, judicial or governmental action, or any other cause, whether similar or dissimilar, beyond reasonable control of that Party.

12.6. Waiver

The waiver or failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

12.7. Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

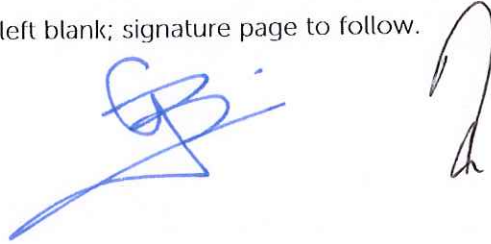
12.8. Survival

All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

12.9 Taxes

All payments due under this Agreement are exclusive of taxes. Client agrees to bear and be responsible for the payment of all such taxes (except for taxes on Simpleview's net income or capital), including, without limitation, all sales, use, rental receipt, personal property, royalty, value added or other taxes which may be levied or assessed in connection with this Agreement.

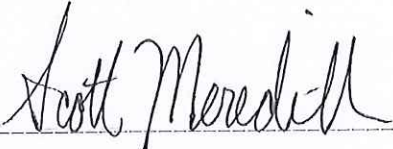
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Two handwritten signatures in blue ink. The signature on the left is more complex, with a large 'S' and 'B' visible. The signature on the right is simpler, appearing to be a stylized 'A' or 'H'.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized officers on the date written below.

Authorized Signature

Simpleview Canada, LLC
8950 N. Oracle Road
Tucson, AZ 85704

By:  Date: 10/23/19
Its: Head of Contracts

Authorized Signature

Gustavo Staufert
Scotiabank Inverlat, S.A. Fideicomiso 100321975
(Guadalajara)
Calle Libertad # 1725, Col American,
Guadalajara, Jalisco, México CP 44540

By:  Date: _____
Its: _____ 

Exhibits

A – Services

B – Additional Services

C – Fee Schedule

EXHIBIT A
SERVICES

	Premium
Storage	12TB
Cost (per month)	\$1199
Setup & Hard Drive Migration	\$1000
Files	All files
Administrators	Unlimited
Users	Unlimited
Unlimited Training & Support	x
Custom Branded Platform	x
Categories	x
Full Metadata Search	x
Multiple Sizes & Formats	x
Simpleview CMS+UGC integrations	x
Custom Access Groups	x
Internal & Public Collections	x
Statistics	x
*Full-service DAM	x
Contributor Upload Portal	x
Visual Recognition	x
Document Linking Feature	x
Enhanced Download Workflow	x
Full API Access	x
Customized Carousel Login Page	x
Custom Registration Form	x
Additional Storage	2TB / \$200
Total One-Time Fees	\$ -
Confidential Monthly Fees Discount	\$ 366.00
Total Monthly Fees	\$ 833.00
Total Annual Fees	\$ 9,996.00

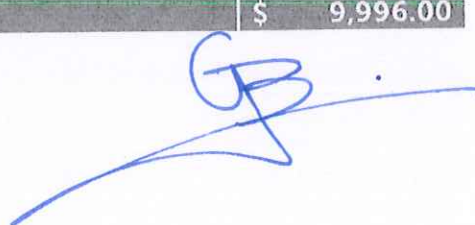




EXHIBIT B
ADDITIONAL SERVICES

No additional services as of Effective Date of Agreement.

A handwritten signature in blue ink, consisting of stylized initials and a surname, followed by a small flourish.

EXHIBIT C
FEE SCHEDULE

PAYMENT SCHEDULE

ONE-TIME FEES PAYMENT SCHEDULE

AMOUNT

Balance of one-time fees due 90 days from contract execution date

\$0

RECURRING DAM FEES PAYMENT SCHEDULE

AMOUNT

Annual payment of USD \$9,996 is invoiced on Jan 1, 2020 and due in thirty days. \$9,996 per year

