



## WORK ORDER (THE "ORDER")

**ON THE ONE PART:** BELLO, GALLARDO, BONEQUI Y GARCÍA S.C. (hereinafter, "**bgbg**")  
REPRESENTED BY CARLOS ARTURO BELLO HERNÁNDEZ

**ON THE OTHER:** \_\_\_\_\_  
(hereinafter, THE "**Collaborator**")

1.- Paid Collaboration. The Contributor acknowledges that, in accordance with the commission entrusted to him/her by bgbg under the present assignment as defined in "Bases México, sus fiestas y tradiciones. VII Concurso de Ilustración bgbg 2026" (hereinafter "Las Bases"), published at: \_\_\_\_\_, dated \_\_\_\_\_, will perform in its own facilities, with its own means, and its own technical team and in a very personal way the services of pre-production, production, development, design, execution, realization and post-production of the Work, whose deliverables are described in The Bases, for which in this act The Collaborator acknowledges, and undertakes to acknowledge, that bgbg is and shall be the legitimate owner of all copyrights, industrial property rights, reservations of rights and other rights directly and indirectly derived from and related to the Work, including, without limitation, visual and audiovisual contents, texts, designs, presentations, slides, materials, characters, supports, patterns and all those works that the Contributor may have carried out to obtain the final version of the Work.

In the case of underlying or pre-existing works, when the Works made under this Assignment are derivative works of other pre-existing works or are works in which such pre-existing works have been incorporated, adapted, translated, included, or embedded, bgbg is granted the right to such underlying or pre-existing works as they have been adapted in the resulting new format and that make up the future Work subject of this Assignment, and not the underlying work, throughout the world and for the maximum period of time permitted by applicable law, and therefore acknowledges that bgbg shall own any and all exploitation rights, in any form, including the right to collect royalties in exercise of the right of simple remuneration.

The Contributor acknowledges that bgbg has the right to exploit the rights of the Work anywhere in the world and for the maximum period of time permitted by applicable law for which it undertakes to enter into with any natural person who participates in the execution of the services described under any applicable legal regime, whether this is under an employment relationship or provision of independent services, or any other, the corresponding contracts that allow the Collaborator to obtain, in an original form, for itself, the corresponding copyrights, and if this is not allowed by the applicable legislation, to ensure that the derived ownership does not have any limitation or condition that prevents it from complying with the purpose of this contract.

Likewise, the Contributor hereby acknowledges that with the payment of the Consideration referred to in Clause Two below, his collaboration has been paid in full by bgbg, and therefore waives any right to claim and receive any additional compensation of any kind, directly or indirectly related to the rights and/or exploitation of the Work.

Furthermore, the Contributor undertakes to: (i) deliver the Work on the dates set forth in The Bases; (ii) that the Work complies with the specifications set forth in The Bases; and (iii) that the entirety of the Work is original, whereby The Contributor is prohibited from including materials, works and/or contents of third parties, unless it has prior written authorization from bgbg and the authorizations, permits and licenses of the holders of the rights to such materials, works and contents, which comply with the requirements of bgbg.

2.- Consideration. bgbg shall pay to the Contributor as the sole consideration for its collaboration in the development of the Work and other activities under this Agreement, including the right to receive royalties for public communication of the content generated under this Agreement, the amount



subject to the condition precedent set forth in section 3.4 Award of The Bases (hereinafter, the "Consideration"), which shall be paid in the manner and on the dates set forth in such document.

The Collaborator hereby acknowledges that its collaboration in the pre-production, production, development, realization and post-production of the Work and other activities provided for in this Agreement, shall be paid in full with the Consideration established in this Clause, and therefore, the Collaborator hereby waives any right to claim and receive any additional compensation of any kind, directly or indirectly related to the rights of the Work, regardless of the number of transmissions and/or material supports or copies that are produced, of the editions or of the destination of the Work itself.

Likewise, the parties agree that the Consideration referred to in this Clause contemplates and includes the payment of each and every one of the expenses and concepts necessary to obtain the Work, including, but not limited to, equipment, cameras, rental of locations, travel expenses.

The parties agree that any expenses incurred by the Contributor for the production of the Work shall not be reimbursed by bgbg, and that the consideration shall be the total remuneration agreed upon for this assignment.

The attribution of the exploitation rights on The Work generated under this Engagement also includes the rights of simple remuneration for public communication, which are assigned to bgbg, being bgbg, once the work is created, the sole and exclusive owner of the economic rights, including the exploitation rights and those of simple remuneration.

The payment of the Consideration shall be subject to the suspensive condition that The Work is selected as one of the winning works of the contest, in accordance with The Bases, so that The Contributor may not demand any payment or reimbursement of expenses when The Work has not been selected as one of the winning works in the contest.

The attribution of economic rights in favor of bgbg shall be subject to the resolatory condition of the non-payment of the Consideration established in this clause on the date established in The Bases, so that the economic and exploitation rights over The Work shall revert in favor of the Author, who may exploit at his sole discretion The Work object of this Order if his Work is not selected as a prize-winning Work on the date indicated in The Bases and, consequently, the Consideration is not paid to the Contributor.

3.- Taxes. The parties agree and agree to absorb and comply respectively with the taxes and fiscal obligations that correspond to each one of them, derived from the celebration and fulfillment of the present Order, in the terms of the applicable legal dispositions.

Additionally, The Contributor is responsible, independently and autonomously, for the correct payment of Income Tax, and any other tax levied by any governmental authority, which is caused with respect to the income generated in favor of The Contributor for the amounts paid by bgbg in accordance with the preceding Clause, without any liability being imputed to bgbg for the payment of such taxes, bgbg shall be held harmless from any requirement, fine, sanction or penalty that any governmental authority may impose on bgbg as a result of the failure of the Collaborator to pay its taxes and shall cover all expenses and costs (including attorneys' fees) incurred by bgbg as a consequence of the foregoing.

Delivery of the Work. The Collaborator shall deliver the Work to bgbg on the dates and in accordance with the specifications and formats set forth in The Bases.

Other third party content and pre-existing rights. Contributor is and shall be solely responsible and liable for obtaining and paying all rights, permissions, licenses, royalties and authorizations necessary for and relating to the incorporation, fixation, use, exploitation, distribution, editing, modification, public performance, sublicensing and making available, throughout the world, for the



maximum period of time permitted by applicable law and by such means and at such times as bgbg may determine of: (i) the work(s) of third parties that are incorporated into the Work; (ii) the production and publishing rights in such work(s) and in the master and other material support of such work(s); (iii) the performances, interpretations, dubbings, voices and other related rights and image rights, if any, that are incorporated into the Work; and (iv) all economic rights related to the authors, composers, record labels, publishers and performers of such work(s), during the time and through the means and modalities determined by bgbg. Therefore, the Contributor hereby undertakes to obtain all the corresponding rights, permits, licenses and authorizations and undertakes to indemnify and hold bgbg Indemnitees (as defined below) harmless from any claim, controversy or demand from third parties, as well as to indemnify them from all expenses and costs (including attorneys' fees) incurred by them for any type of claims, controversies and/or demands, related to the events mentioned in the present paragraph.

The rights and authorizations indicated in the present paragraph are understood in any case limited to the exploitation of third party works as they have been incorporated, adapted, included or embedded in the Work object of the present Order, therefore any authorization or license shall be limited solely and exclusively to the exploitation of pre-existing works as they have been adapted and not the independent exploitation of pre-existing works.

6.- Modifications and Derivative Works. The Contributor acknowledges that since bgbg is the legitimate owner of each and every one of the rights of the Work, bgbg has the sole and exclusive right to make, at any time, any type of adaptation to the Work, with the understanding that each and every one of the adaptations to the Work will be made for the sole benefit of bgbg.

The Collaborator acknowledges that bgbg being the legitimate owner of each and every one of the rights of the Work, also acknowledges that bgbg is and will be the legitimate owner of the derivative works of the Work, so that any exploitation of the derivative works of the Work, in any of its forms, such as adaptation, compilation, arrangements or transformations of the Work, bgbg will be entitled to the totality of the perceptions for the use and exploitation of the same.

7.- Term. This Order shall be in force between the parties from the date of signature thereof and until, in accordance with The Bases, the selection of winning works, awarding of prizes and recognitions, and payment of The Consideration takes place, but in no case shall the term be less than January 31, 2026. However, this term may be extended if bgbg publishes modifications to The Bases.

Notwithstanding the foregoing, those clauses that by their nature must remain in force for a longer period of time shall remain in force, and therefore bgbg has the right to use, promote, commercialize, transmit, distribute, dispose of and exploit the Work within and outside the territory of Mexico, for the maximum period of time permitted by applicable law.

8.- Default and Early Termination. In the event of breach by any of the parties of their respective obligations under the terms of this Order or in the event that any of the statements expressed by any of the parties is incorrect and/or false, the party not in breach shall deliver a written notice to the party in breach, by which it shall inform the latter of the nature of the breach and the party in breach shall have 5 (five) business days to remedy such breach, in the understanding that, in the event that the latter does not remedy it within the aforementioned term, the other party may demand the forced performance of the Order or may terminate it without any liability whatsoever and without the need for a jurisdictional declaration, and in both cases, the non-performing party shall pay the damages that its non-performance has caused to the other party.

In the event that this Engagement is terminated early due to any breach by the Collaborator or by any of the individuals comprising the Personnel, bgbg may require the Collaborator to conclude with the delivery of the entire Work.



bgbg may terminate this Engagement in advance, at any time, for any cause and without any liability whatsoever, by simply giving written notice to the Partner 15 (fifteen) calendar days prior to the date desired by bgbg for such termination to take effect.

9. Indemnification. The Collaborator undertakes that the Work may not and shall not under any circumstances: (i) attack the private life of third parties, morals or good customs; (ii) affect the modesty, honor, reputation, decorum, privacy and any other right of bgbg and/or third parties; (iii) violate the legal and/or regulatory provisions as well as the intellectual property rights, industrial property, related rights, reservations of rights, contractual rights, industrial secrets and any other right of bgbg and/or third parties; (iv) use, include and/or publish literary, artistic, audiovisual works, images, photographs, physical features and/or other rights of third parties without the corresponding authorizations ; and (v) violate any other prohibition indicated by the laws and regulations in force and applicable.

By virtue of the foregoing, The Contributor agrees to indemnify and hold harmless bgbg, its controlling and controlled companies and the shareholders, officers, directors, employees and agents thereof (hereinafter, the "bgbg Indemnitees") from any claims, demands, damages, liabilities, actions, complaints, costs and expenses, including reasonable attorneys' fees, from any authority and/or third party, arising from the breach and/or violation of the foregoing paragraph, including but not limited to violations of copyrights and/or industrial property rights, reservations of rights, related rights and/or contractual rights.

Furthermore, the Contributor undertakes to indemnify and hold harmless the bgbg Indemnitees from any claims, demands, damages, liabilities, actions, complaints, costs and expenses, including reasonable attorneys' fees, that may be suffered by any of the bgbg Indemnitees arising from the Contributor's breach of any provision contained in this Order or the inaccuracy of any of the representations or warranties contained herein.

10.- Obligation not to Use or Exploit. The Contributor undertakes not to use or exploit, in any way, all or any of the rights of the Work from the date of conclusion of this Assignment, nor to grant licenses or authorizations of use or exploitation of the Work in favor of third parties; with the sole exception that the economic and exploitation rights are reverted in accordance with the second clause of this Assignment.

11.- Credits. The parties agree that the credits of all and/or part of the Work and of any productions incorporated to the Work, will be recognized by bgbg to the authors of the same with the only exceptions and limitations imposed by the Federal Copyright Law, being full responsibility of The Contributor the lack of attribution of any authorial credit or error in the same, when this has not been informed in time and form to bgbg.

12.- Agreement between the Parties. The parties agree that this Order, together with the Bases, are an integral part and contain the complete and sole agreement between them with respect to the object of the same; therefore, they leave without effect any other verbal or written agreement that they may have previously entered into. Likewise, the execution of this Order does not create nor does it intend to create any legal relationship of representation, joint venture, joint and several liability or association between the parties, since neither of them shall act or intend to act as representative of the other, nor shall it create obligations for the other or commit it in any way.

13.- Electronic signature. The parties agree that this Order shall be signed by electronic means; Therefore, they expressly recognize that the data in electronic form consigned in a Data Message, or attached or logically associated to the same by any technology, which are used to identify the Signatory in relation to the Data Message and to indicate that the Signatory approves the information contained in the Data Message, and that it produces the same legal effects as the autograph signature, being admissible as evidence in court since they have gone through a process



of authentication of the signatory and contain technological elements that preserve the integrity of the message.

14.- Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable federal laws of Mexico.

15.- Jurisdiction. The parties hereto expressly and irrevocably agree to submit to the jurisdiction of the competent federal courts of Mexico located in the Federal District with respect to any suit, action or proceeding arising out of or relating to this Agreement and irrevocably waive any other jurisdiction to which they may be entitled by reason of their present or future domiciles or otherwise.

Having read this Agreement and having been informed of its contents and scope, the parties hereby sign it in Mexico City, on the day of \_\_\_\_\_.

BELLO, GALLARDO, BONEQUI Y GARCÍA S.C.  _____	"THE COLLABORATOR".  Sr(a): _____
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