

## PROMISSORY NOTE

€ 450,00

2020-07-01

FOR VALUE RECEIVED, Marketing Instruments S.L., ("Payor"), promises to pay to the order of Yuliana Isaias Mateos, ("Holder"), the principal sum of 450,00 EUR (four hundred fifty euro and 00 cents) with 12% interest. This Note is executed and delivered in connection with the Equity Convertible Notes Sales Agreement dated 2020-06-11 between the Payor and Holder.

1. Due Date. The entire unpaid principal balance shall be due on or before 2020-12-31 ("Due Date").
2. Payments. All payments of principal, including the aforementioned interest, shall be in the form of shares to the Holder, via a deposit to the account specified in writing by the Holder.
3. Governing Law. This Promissory Note is to be construed in accordance with and governed by the internal laws of Spain without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of Spain to the rights and duties of Payor and the Holder.
4. Amendment. Any term of this Promissory Note may be amended and the observance of any term of this Promissory Note may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Payor and the Holder of this Promissory Note.
5. Notices. Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Promissory Note shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; (b) three business days after deposit with an international express delivery service, postage prepaid, addressed to the parties with delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider. A party may change or supplement the addresses or designate additional addresses, for purposes of this paragraph 5 by giving the other party written notice of the new address in the manner set forth above.
6. Severability. If one or more provisions of this Promissory Note are held to be unenforceable under applicable law, such provision shall be excluded from this Promissory Note and the balance of the Promissory Note shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
7. Expenses. Each party shall pay all costs and expenses that it incurs with respect to the execution, delivery and performance of this Promissory Note. It is expressly agreed that any commissions agreed in the abovementioned Equity Convertible Notes Sales Agreement shall be borne by the Holder.
8. Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Promissory Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Promissory Note, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Promissory Note, except as expressly provided herein.

IN WITNESS WHEREOF, the Payor has caused this Promissory Note to be duly executed by its duly authorized representative as of the date first above written.

**ACKNOWLEDGED:**

