

Schedule B

Country Schedule – Argentina

1. **About this Country Schedule**

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. **Governing law and dispute resolution**

The Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed by the law of Argentina, and be subject to the exclusive jurisdiction of the courts on commercial matters seated in the City of Buenos Aires, Argentina, and the parties to the Agreement submit to the exclusive jurisdiction of the courts of such jurisdiction.

3. **Other Adjustments Required by Local Law**

3.1. **Scope of services.** Notwithstanding anything to the contrary, it is understood and agreed that Vialto's services to Client will not include professional advice, which under Argentine law is required to be rendered by individuals with special qualifications.

3.2. **Payment of invoices.** Client is entitled to make payments to Vialto under this Agreement in Argentine Pesos at the selling exchange rate of the U.S. Dollar published by the Banco de la Nación Argentina (dólar billete) on the day prior to the effective date of payment. In case of delinquency, Vialto has the right to suspend and/or terminate the Services until payment of due invoices is received by Vialto.