<u>agalgodj's initial questionnaire to draft a contract or agreement</u>

The purpose of requesting a contract or agreement from agalgodj is to have it drafted to suit your need and interest and for it to cover all those special characteristics you want in it.

1.- Object

_____

The first thing to establish is **what you want** to achieve with the contract or agreement. This is referred to as **the object** of the contract and it **must exist** in commerce and **be legal**.

The question to answer is:

What do you want?	

Additionally describe, as precisely as possible, what you wan to achieve with this contract and remember, it must be something legal and existing in commerce:

2.- Pricing

_____

Once the object has been established, **set a price**, if applicable:

Price:

We take for granted that the price you are setting is represented in currency of the United Mexican States (Mexican Pesos); otherwise, please specify:

3.- Payment

_____

Once the price is set, establish the **payment options:**

⭕ Single payment

⭕ Installments   **How many?** [ ]   **Periodicity (intervals)** [ ]

Payment method:

⭕ Cash   ⭕ Check   ⭕ Bank transfer

⭕ Other [ ]

Please describe any other characteristic regarding payment options and method you would like to have included:

[ ]

4.- Delivery of goods or rendering of service

_____

Establish how the goods should be delivered or the services rendered; or how the contracted obligation should be fulfilled.

[ ]

_____

Establish whether your agreement/contract is subject to a term (days, months, years; it may also be indefinite); if it will expire on a given date; or if its fulfillment depends on a certain event (natural event, an act of man, the result of a process, etc.).

◯ It has a term

◯ It will expire on a given date

◯ Its fulfillment depends on an event

6.- Guarantees
_____

Fulfillment guarantees may be established in agreements and contracts. The usual are by means of a cash deposit, a bond (issued by an authorized insurance carrier), a collateral (mortgages are pretty common too, but they require the intervention of a notary public) and guarantors. **agalgodj** will suggest the type of guarantee suitable to your agreement/contract if needed.

Include a guarantee ☐

If you already have one in mind, choose from the list:

7.- Penalty clauses
_____

A penalty clause is an express provision in a contract that places an obligation upon the party who has breached it (partially or in whole) to provide compensation to the affected party. There may be several penalty clauses in an agreement/contract regarding different situations. Contractual penalties are usually cash based.

Include a contractual penalty ☐

8.- Confidentiality

_____

A confidentiality clause binds the parties to keep secret or proprietary information confidential or proprietary. (Why confidentiality and not NDA? Visit: EveryNDA)

agalgodj will include a clause of this nature, by default, if it is suitable to your agreement/contract.

Include a confidentiality clause ☐

9.- Labor indemnity clause

_____

A labor indemnity clause is useful in order to establish each parties responsibilities regarding their employees in a way that each party will **only** answer for their **own** personnel, holding the other party harmless from any legal claims.

agalgodj will include a clause of this nature, by default, if it is suitable to your agreement/contract.

Include a labor indemnity clause ☐

10.- Termination / rescission

_____

Termination clauses, also called severance clauses, authorize parties to terminate an agreement without breaching the contract under early termination and mutual termination. Parties can avoid a dispute by allowing a termination clause to trigger for a previously agreed upon reason (Definition by contractscounsel.com). Rescission clauses, on the other hand, render an agreement/contract null and void, in a way tha is no longer recognized as legally binding, usually as a consequence from breach of one of the parties.

agalgodj will include a clause of this nature, by default,in your agreement/contract.

11.- Special (additional) provisions

_____

12.- Who are the parties to the agreement/contract?

_____

Specify who are parties to the agreement/contract.

We will need their name or the companies name; the name of their representative, if applicable; their address and nationality.

Name: You should consider full names, as they appear in any official document, such as a passport.

Company name: If a party is a company, you should consider getting the full name as it may appear in the companies incorporation agreement or in the stockholders meeting where it was changed. You may also consider the name the company is under regarding the IRS.

Representative: If applicable, consider full names, as they appear in any official document, such as a passport.

Address: Is the place where the party may be found at, receive snail mail and notifications at any given time, regardless of whether it is its place of business or home.

We suggest you follow this formatting:

FORMATTING	**EXAMPLE**
Name...>	agalgo.com despacho jurídico, S.A.
Street and street number...................................>	Dr. Agustín Torres Cravioto 102 – A
City, State and postal code...............................>	Pachuca de Soto, Hidalgo, 42090
Country..>	México
E-mail..>	consultas@agalgodj.com
Fax / Telephone..>	+52(55)55661931

a)

b)

c)

d)

e)

f)

13.- Jurisdiction and applicable law

_____

It is a natural clause to all agreements/contracts. If either party breaches the agreement/contract, the affected party will have to seek judicial remedy. Jurisdiction will establish where to seek such relief. Usually, jurisdiction and applicable law will be those of one or both parties place of business or residency. However, in some cases, the Law has very specific rules to establish said jurisdiction and applicable law.

agalgodj will include a clause of this nature, by default,in your agreement/contract.

_____

Once you've filled in the form, choose "Save as" from the menu bar and give the resulting file any name you like. Send it to **agalgodj** via e-mail to consultas@agalgodj.com, or through WhatsApp Business or our Elfsite web form. You'll find links to al communication methods here: **agalgodj**.

_____

Service request

By sending this form I understand that I am requesting **agalgodj** to draft an agreement/contract for me or my company with the characteristics set forth in this form. Also, that I have read the legal notice, privacy agreement and the terms and conditions governing the rendering of this service. I therefor agree and accept all provisions set forth on **agalgodj**'s standard form contract.

In order for **agalgodj** to follow up on this request, for me to get my quote, preliminary and final drafts for my agreement/contract and any and all notifications regarding this request, I hereby provide and authorize **agalgodj** to communicate with me through the following e-mail address:

I authorize **agalgodj** only to send me information regarding the drafting of the requested agreement/contract as set forth in this form.

End of form and service request.

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