

Service Agreement

Contract

COMMERCIAL COMMISSION CONTRACT THAT IN TERMS OF ARTICLES 273, 274, 275 AND OTHER RELATIVE AND APPLICABLE ARTICLES OF THE COMMERCIAL CODE, CELEBRATE ON THE ONE PARTY _____, LEGAL PERSON OF NATIONALITY _____, WHO IN THEIR OWN RIGHT, HEREINAFTER REFERRED TO AS "THE PRINCIPAL", AND ON THE OTHER PARTY, THE COMPANY KNOWS AS EXCITING TRAVEL MÉXICO S.A. DE C.V. REPRESENTED BY ITS SOLE ADMINISTRATOR, SELENE DEL CARMEN ORTEGA GARCIA, HEREINAFTER REFERRED TO AS "THE COMMISSION AGENT", IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS:

I. STATEMENTS BY THE PRINCIPAL:

I.I The principal declares that he/she is a legal entity from _____ who now identifies him/herself in this procedure with the Passport number _____ issued by the government and it is stated that the principal is _____ years old; his/her marital status is _____, and the email account is _____.

I.II.- That he/she has the necessary and sufficient powers to be bound by the terms of his contract.

I.III.- The Principal has all the Powers to exercise any act of ownership over the property detail in Annex 1.

I.IV.- That the property described in the previous paragraph is available for accommodation through the digital platform known as "AIRBNB" with Airbnb Account ID _____.

I.V.- That you wish to enter into a commercial commission contract with THE COMMISSION agent in order to receive and administer on your behalf the payments derived from the provision of accommodation to the general public through the digital platform known as "AIRBNB" of the property indicated in Annex 1. Since you are not satisfied with the tax treatment that mentioned platform makes of them, you want to hire the services of THE COMMISSION AGENT so that it complies with its tax obligations correctly as a foreign resident.

I.VI.- That for the purposes of this contract indicates as a conventional domicile the one located in _____.

I.VII.- That it has the legal capacity and sufficient means to enter into this contract.

II. STATEMENTS BY THE COMMISSION AGENT:

II.I.- That it is a company legally constituted in accordance with the laws of Estados Unidos Mexicanos (the United Mexican States) as stated in the notarial instrument number 23,062 (twenty-three thousand sixty-two), volume number 284 (two hundred eighty four), of the twelfth of July of two thousand sixteen, granted before the faith of Mr. Eduardo García Corpus, Notary Public Number One Hundred and Five in the State of Oaxaca, whose first testimony is duly registered before the Public Registry of Property and Commerce in the State under the electronic commercial folio number N-2016010472 dated July the thirteenth of two thousand and sixteen; with Federal Taxpayer Registry ETM160712548.

II.II.- That it is represented in this act by its Sole Administrator who has the necessary and sufficient powers to oblige and contract in its name, as stated in the aforementioned notarial instrument, which contains the powers granted in its favor, stating under protest to tell the truth that these powers have not been revoked, restricted, limited or modified.

II.III.- That it has its own and sufficient elements to comply with the obligations arising from the relationships it acquires with this contract.

II.IV.- That among other activities, it is dedicated to acting as a commission agent, so it is its free will to enter this contract under the terms and conditions established therein.

II.V.- That for the purposes of this contract indicates as a conventional address the located Calle Uxmal No. 30 piso 2 Int.3, Colonia Narvarte Poniente, Alcaldía Benito Juárez, Ciudad de México, C.P. 03020.

III.- STATEMENTS BY BOTH PARTIES:

III.I.- That they agree to enter this contract in the terms indicated below.

III.II.- Both parties agree that this contract is a free expression of their will and is exempt from fraud, injury, error, violence, coercion, or cause of nullity that could invalidate it, so they renounce to invoke its nullity and the deadlines to exercise it.

Both parties are attentive to the above statements and by mutual agreement proceed to grant this Commercial Commission Contract and the provisions of the following:

C L A U S E S:

FIRST.- By means of this THE COMMISSION AGENT undertakes to receive and administer in his name and representation the payments derived from the disposition of lodging to the general public through the digital platform known as "AIRBNB" of the property indicated in

Annex 1. This, since THE PRINCIPAL disagrees with the tax treatment that the platform makes of them. As a consequence of the foregoing, THE COMMISSION AGENT will be responsible for the tax obligations in Mexico of THE PRINCIPAL, as a foreign resident; this in accordance with the option that allows the mentioned digital platform to THE PRINCIPAL, since it can- carry out the registration of a different person so that it receives the payments indicated at the beginning of the previous mentioned clause.

SECOND.- THE PRINCIPAL must capture before the digital platform of AIRBNB the Federal Register of Taxpayers of THE COMMISSION AGENT which is ETM160712548 as well as the bank account number 65509339145 and CLABE interbank number 014540655093391452 of the Credit Institution known as BANCO SANTANDER, and whenever AIRBNB carries out the transfer corresponding to the aforementioned bank account, THE COMMISSION AGENT may be able to make the corresponding withholding and payment before the tax authority in Mexico of the Income Tax generated to THE PRINCIPAL by the property in lodging described in the I.III declaration.

THIRD.- The withholding of the Income Tax indicated in the previous Clause, will be made in reason and proportionality of the table published in the Official Gazette of the Federation on December 27, 2022 “ANNEXES 1,5,8,15,19,26 AND 27 OF THE MISCELLANEOUS FISCAL RESOLUTION FOR 2023, PUBLISHED IN THE EVENING EDITION”, which is the following:

BIWEEKLY RATE			
Lower limit \$	Upper limit \$	Fixed fee \$	% To be applied on the lower limit surplus
\$0.01	\$368.10	\$0.00	1.92%
\$368.11	\$3,124.35	\$7.05	6.40%
\$3,124.36	\$5,490.75	\$183.45	10.88%
\$5,490.76	\$6,382.80	\$441.00	16.00%
\$6,382.81	\$7,641.90	\$583.65	17.92%
\$7,641.91	\$15,412.80	\$809.25	21.36%
\$15,412.81	\$24,292.65	\$2,469.15	23.52%
\$24,292.66	\$46,378.50	\$4,557.75	30.00%
\$46,378.51	\$61,838.10	\$11,183.40	32.00%
\$61,838.11	\$185,514.30	\$16,130.55	34.00%
\$185,514.31	From now on	\$58,180.35	35.00%

FOURTH.- On a biweekly basis, THE COMMISSION AGENT will concentrate all the deposits that are received by AIRBNB in the name of THE PRINCIPAL, and will deposit or transfer the resulting amount after the payment of taxes indicated in the previous clause to the bank account that THE PRINCIPAL assigns, this within seven business days following the biweekly cut-off dates. In this sense, THE PRINCIPAL must provide all the information related to his/her bank account such as denomination and full address (domicile) of the receiving Bank, bank account number, full name of the beneficiary, SWIFT code, IBAN code (if applicable), ID number of the beneficiary (if applicable), as well as all the information required by THE COMMISSION AGENT in order to make efficient the dispersion of resources to the account of THE PRINCIPAL; these information must be provided by THE PRINCIPAL at the time of registration on the commercial website of THE COMMISSION AGENT, which is the www.taxconcierge.mx.

THE PRINCIPAL will be solely responsible for the capture of the information on the aforementioned website, so, in case of any error in the international transfers made to THE PRINCIPAL by THE COMMISSION AGENT with said data, THE PRINCIPAL will be responsible for absorbing the costs generated by this situation.

THE COMMISSION AGENT will transfer from his aforementioned bank account the resulting resources to the bank account provided by THE PRINCIPAL, in US DOLLAR currency, taking as a currency exchange rate the one established by the credit institution known as BANCO SANTANDER, since in said institution, the PRINCIPAL has opened his bank account and management of electronic banking.

FIFTH.- THE COMMISSION AGENT will deliver the document in which his monthly and annual declaration of the Income Tax is recorded, to which he is obliged, likewise, he will issue in favor of THE PRINCIPAL the corresponding certificate in which he verifies the withholding of the Income Tax. The issuance of such document is due to the fact that THE COMMISSIONER will not be able to issue the Digital Tax Receipt online to THE PRINCIPAL, because the rules for the issuance of said receipt by the Tax Administration Service do not allow it, since THE PRINCIPAL does not have the Federal Taxpayers Registry in Mexico.

THE PRINCIPAL informs THE COMMISSION AGENT that as soon as his primary activities carried out in the country he resides allow it, he will personally process before the Tax Authority in Mexico his Federal Taxpayers Registry, or he will extend in favor of THE COMMISSION AGENT a power of attorney for the processing in his name of said Registry.

SIXTH.- THE COMMISSION AGENT will provide its own and competent personnel to receive, process, administer and pay the corresponding taxes, subject of this contract. THE COMMISSION AGENT must provide THE PRINCIPAL with the reports that he/she deems necessary to keep him/her informed about the fulfillment of the payment of taxes in Estados Unidos Mexicanos (the United Mexican States), corresponding to the property described in the I.III declaration.

SEVENTH.- The consideration for said service will be 10% (TEN PERCENT) on the amount concentrated fortnightly, indicated in the Second Clause of this contract, payable with the same frequency, accrediting the same with the transfer made.

EIGHTH.- THE COMMISSION AGENT will not register or use any name of THE PRINCIPAL or his/her property, nor trademarks or trade names of any article of such in its own name.

NINTH.- THE COMMISSION AGENT releases from all economic, civil, labor, tax or any other order to THE PRINCIPAL, for any commitment, expense or investment in which THE COMMISSION AGENT has incurred for the receipt and administration of the payments subject to this contract.

TENTH.- The duration of this contract will be for an indeterminate time, beginning its validity from the date of signature of this contract; both parties may terminate it in advance by agreeing to their interests, and in this case must notify thirty days in advance, so that in this term the material, equipment and any other documentation that are due to each other are formally delivered.

ELEVENTH.- For the purposes of this contract, including the sending of notices, correspondence and documents, the parties indicate as their addresses those indicated in the declarations I.VI and II.VI. as well as the email account indicated by THE PRINCIPAL in the I.I. declaration.

TWELFTH.- THE COMMISSION AGENT undertakes to issue the vouchers that meet the tax requirements of commission agent to THE PRINCIPAL for his commissions so that THE PRINCIPAL can accredit them.

THIRTEENTH.- It is understood that this contract is of a commercial nature, in which the parties are bound in good faith, in the manner and terms stipulated herein. In everything not foreseen, the parties will be governed by the provisions of Chapter One, of Title Three, articles 273 to 308 of the current Commercial Code.

FOURTEENTH.- Due to the present contractual relationship of the parties and by virtue of the "confidential information and industrial secret" that are granted reciprocally, both parties agree that this must be safeguarded with due secrecy of the information that is granted and only make use of it for the contractual purposes that have been granted., in such a way that they undertake not to disclose, transmit, copy or otherwise use it or make it known to both their staff and third parties, being responsible in case of non-compliance with the criminal sanctions provided for in articles 210 and 211 of the Federal Criminal Code and correlative of the federative entities, without prejudice to the civil liability that derives from such acts.

The parties expressly acknowledge that the confidentiality obligations indicated above will subsist at the end of their contractual or business relationship and the confidential information will have such character until the moment in which it, where appropriate, becomes public domain.

The parties agree that once their contractual or business relationship has ended, they will immediately deliver all those documents, notes, files, floppy disks or electronic media, diagrams, drawings, manuals, files, databases, specific programs provided by each other,

reports, equipment specifications and any other physical forms that contain information and that which may be generated by reason of the contract, on the understanding that all these are the exclusive property of the corresponding party.

FIFTEENTH.- Both parties submit to the jurisdiction and competence of the courts of the common jurisdiction in Mexico City, waiving any other jurisdiction that may correspond to them by reason of their present or future domiciles or for any other cause.

Read that it was and well aware of its content and legal scope, this contract is signed below for its record in duplicate in México City, the day

BY "THE PRINCIPAL"

BY "THE COMMISSION AGENT"

LEGAL PERSON OF NATIONALITY

SELENE DEL CARMEN ORTEGA GARCIA,
SOLE ADMINISTRATOR OF
EXCITING TRAVEL MÉXICO S.A. DE C.V.

IN THEIR OWN RIGHT.

ANNEX 1

Addresses of all your properties