

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 HAND _____, NATURAL PERSON OF NATIONALITY _____, BY ITS OWN RIGHT, WHO HEREINAFTER WILL BE CALLED "THE PRINCIPAL", AND ON THE OTHER THE COMPANY CALLED EXCITING TRAVEL MEXICO S.A. DE C.V. , REPRESENTED BY ITS SOLE ADMINISTRATOR, SELENE DEL CARMEN ORTEGA GARCÍA, HEREINAFTER REFERRED TO AS "THE COMMISSION AGENT", ACCORDING TO THE FOLLOWING DECLARATIONS 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 faculties to exercise any act of ownership over the property (s) that are detailed in Annex 1.

I.IV.- That the property described in the previous paragraph is available for lodging 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 so that he can manage the income generated by the lodging (s) of the property (es) indicated in Declaration I.III before the digital platform known as AIRBNB.

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 the United Mexican States as stated in notarial instrument number 23,062 (twenty-three thousand sixty-two), volume number 284 (two hundred and eighty-four) dated July 12, 2016, 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 with the Public Registry of Property and Commerce in the State under the electronic commercial folio number N-2016010472 dated July 13, 2016; with Federal Taxpayers Registry ETM160712548.

II.II.- That he is represented in this act by its Sole Administrator who has the necessary and sufficient powers to bind and contract on his behalf, as stated in the aforementioned notarial instrument, same or containing the powers granted in his favor, stating under protest of telling the truth that said powers have not been revoked, restricted, limited or modified.

II.III.- That he has his own and sufficient elements to comply with the obligations acquired with this contract.

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

II.V.- That he has the experience, knowledge and other necessary elements to carry out the management of rents generated by the lodging of properties before the digital platform known as AIRBNB.

II.VI.- That for the purposes of this contract indicates as conventional address the one located Calle Uxmal number 30 piso 2 interior 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 into 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 foregoing statements and by mutual agreement proceed to grant this Commercial Commission Agreement and the provisions of the following:

CLAUSES:

FIRST.- By means of this THE COMMISSION AGENT undertakes to administer the income generated by the accommodation to the general public through the digital platform known as "AIRBNB" of the property indicated in Annex 1.

SECOND.- THE PRINCIPAL must capture before the digital platform of AIRBNB the Federal Taxpayers Registry 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.

THIRD.- THE PRINCIPAL must notify within the first 24 hours by email to the electronic address of THE COMMISSION AGENT which is payout@taxconcierge.mx the date on which AIRBNB carries out the transfer to the bank account referred to in the previous clause, therefore, he must send the breakdown made known to you by AIRBNB, which consists of the notification by email of the bank transaction of the income, breakdown that must contain among others the following information: 1. Host Referred Tax; 2.Reservation; 3. Tax Withholding for Mexico Income; 4. Tax Withholding for Mexico VAT; 5. Amount paid (MXN).

In case of presenting any extraordinary concept in the breakdown mentioned above, THE PRINCIPAL must indicate to THE COMMISSION AGENT the concept and reason for this, so that the latter takes it into consideration in their respective payments.

If the platform known as AIRBNB omits the sending and breakdown of any concept indicated in the first paragraph of this clause, THE PRINCIPAL must request a clarification and solution from said platform, since THE COMMISSION AGENT will only be responsible for managing the income generated by the accommodation to the general public through the digital platform known as "AIRBNB" of the property indicated in Annex 1.

FOURTH.- THE COMMISSION AGENT whenever he has the notification indicated in the previous clause and the breakdown of the income generated by the accommodation to the general public through the digital platform known as "AIRBNB" of the property indicated in Annex 1, will deposit or transfer the resulting amount after the collection of commission and the withholding of Value Added Tax in Mexico (VAT) to the bank account that THE PRINCIPAL assigns, this within the first 72 business hours after receiving the notification described in Clause Three of this contract. In this sense, THE PRINCIPAL must provide all

the information related to his bank account such as: name and address (address) 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 capturing the information on the aforementioned website, so that, in case of any error in the international transfers made to THE PRINCIPAL by THE COMMISSION AGENT with said information, 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 the currency selected by THE PRINCIPAL in the registration of their information on the website indicated in the first paragraph of this Clause, taking as currency exchange rate the one established by the credit institution known as BANCO SANTANDER, since before said institution THE COMMISSION AGENT has opened his bank account and electronic banking management.

FIFTH.- THE COMMISSION AGENT will deliver to THE PRINCIPAL the bank receipt that is generated by the portal of the credit institution known as BANCO SANTANDER on the transfer indicated in the preceding clause, electronic proof of payment generated by the portal of the Bank of Mexico, as well as the proof of withholding of Income Tax.

THE PRINCIPAL informs THE COMMISSION AGENT that it is his decision to manage and administer his corresponding taxes in his country of tax residence.

SIXTH.- THE COMMISSION AGENT will provide his own and competent personnel to receive, process, administer and pay the corresponding tax, subject of this contract. THE COMMISSION AGENT must provide THE PRINCIPAL with the reports that THE PRINCIPAL

deems necessary to keep him informed about the fulfillment of the payment of tax in the United Mexican States, corresponding to the property described in the declaration I.III.

SEVENTH.- The consideration for said service will be 10% (TEN PERCENT) on the amount transferred to the bank account of THE COMMISSION AGENT under the concept of RESERVATION, crediting it with the transfer made.

EIGHTH.- THE COMMISSION AGENT will not register or use any name of THE PRINCIPAL or his property, as well as trademarks or trade names of any article with them in his own name.

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

TENTH.- The duration of this contract will be for an indefinite period, beginning its validity from the date of signing this contract; both parties may terminate it early to suit their interests, in this case must notify thirty days in advance, so that in this term the material, equipment and any other documentation that they owe 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 declarations I.VI and II.V. as well as the email account indicated by THE PRINCIPAL in the statement I.I.

TWELFTH.- THE COMMISSION AGENT undertakes to issue and deliver the documents generated by the conclusion of this contract.

THIRTEENTH.- It is understood that this contract is of a commercial nature, in which the parties are bound in good faith, in the form and terms stipulated herein. In all matters not foreseen, the parties shall be governed by the provisions of Chapter One, Title Three, Articles 273 to 308 of the Commercial Code in force.

FOURTEENTH.- Due to the present contractual relationship of the parties and by virtue of the "confidential information and industrial secret" that reciprocally are granted, both parties agree that it must be safeguarded with due secrecy 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 are obliged not to disclose, transmit, copy or in any other way use it or make it known both to their personnel and to 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 aforementioned confidentiality obligations will subsist at the conclusion of their contractual or business relationship and the confidential information will have that 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, diskettes or electronic media, diagrams, drawings, manuals, files, databases, specific programs provided to each other, reports, specifications of equipment and any other physical forms that contain information and that which will 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