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CAPE TOURISM TRUST
SANTANDER MEXICO BANK, CORPORATION, FULL-SERVICE BANKING INSTITUTION,
FINANCIAL GROUP SANTANDER MEXICO, IN ITS CAPACITY AS TRUSTEE OF THE
IRREVOCABLE INVESTMENT TRUST, MANAGEMENT
AND SOURCE OF PAYMENT FOR THE MUNICIPALITY OF THE CAPES.

ANNEX IV. CONTRACT MODEL
REPRESENTATION SERVICES IN GERMANY,
FOR THE DESTINATION OF THE CAPES, LOWER SOUTHERN CALIFORNIA.

SERVICE PROVISION CONTRACT _____, ENTERED INTO BY THE PARTY OF THE FIRST PART, THE TOURISM TRUST OF THE CABOS, BANK SANTANDER MEXICO, S.A., FULL-SERVICE BANKING INSTITUTION, FINANCIAL GROUP SANTANDER MEXICO, IN ITS CAPACITY AS TRUSTEE OF TRUST F/2110602-0, TOURISM TRUST OF THE CABOS, REPRESENTED IN THIS CONTRACT THROUGH CCS. RODRIGO SPONDES CASHIERS AND LIC. MAURICIO DE JESÚS PÉREZ SALICRUP, BOTH IN THEIR CAPACITY AS SPECIAL FIDUCIARY REPRESENTATIVES, WHO HEREINAFTER AND FOR THE PURPOSES OF THIS CONTRACT WILL BE REFERRED TO AS "FITURCA", AND ON THE OTHER HAND _____, REPRESENTED _____ AND FOR THE PURPOSES OF THIS INSTRUMENT WILL BE REFERRED TO AS "THE SUPPLIER", AN AGREEMENT OF WILLS TO WHICH THE PARTIES ARE SUBJECT IN ACCORDANCE WITH THE FOLLOWING:

ANTECEDENTES:

- A.** In accordance with the Law on Acquisitions, Leases and Services of the State of Baja California Sur, the International Public Tender procedure was carried out in person number _____ in relation to the contracting of the service of _____.
- B.** That "FITURCA" on _____, published in the newspaper with the highest circulation in the state of Baja California Sur, _____, as well as on the electronic portal called COMPRANET B.C.S. the call to the International Public Tender of a face-to-face nature number _____, regarding the contracting of the **Services** _____.
- C.** That on _____ in the meeting room of the administrative offices of "FITURCA", the **Clarifications Board** was held to the International Public Tender Terms and Conditions of a face-to-face nature number _____ where "FITURCA", as the Caller, received and responded to the questions asked by each of the bidders to the Terms and Conditions and its annexes.
- D.** That on _____ in the boardroom of the administrative offices of "FITURCA", the **act of Submission of Proposals and Opening of the Technical and Economic Proposals of the International Public Tender number** _____ was carried out.
- E.** That on _____, a **Technical Opinion was issued on the Evaluation of Documentation of Technical Proposals and Opening of Economic Proposals**, in accordance with the provisions of the terms and conditions.
- F.** That on _____ in the meeting room of "FITURCA" the **Ruling Act** was held, proceeding to notify all bidders of the result.
- G.** As a result of the ruling, the SUPPLIER _____ was awarded since the offer submitted was the most solvent, because it complied with the legal, technical and economic requirements established in the bases and its annexes.

DECLARACIONES:

1. From "FITURCA".

1.1 That it is a trust that was established under the Credit Institutions Act and the Credit Securities and Operations Act of the United



Mexican States, and its purpose is to be authorized to carry out fiduciary operations, as well as to enter into all types of contracts, agreements and agreements where "FITURCA" has the purpose of promoting tourist and recreational activity in favor of the municipality of Los Cabos, Baja California Sur, Mexico.

1.2 That the Special Trustees that participate in this act prove their personality and the powers with which they appear with Public Deed number 53,173, Volume 713, dated 23 January 2017, as well as, Public Deed number 65,747, Volume 610, dated January 4, 2022, both granted before Notary Public Number 13 of the City of Tijuana, Baja California, stating under oath that the powers conferred upon them by said instrument have not been limited or revoked in any way.

1.3 That through the ordinary session held on _____, the Technical Committee of this trust, where the item _____ was approved in budget, authorizing the contracting of the services consisting of _____, up to a maximum amount of _____ (_____).

1.4 That "FITURCA" states that to date it has sufficient resources to cover the disbursements arising from this contract. Notwithstanding the foregoing, *Banco Santander Mexico, S.A., Multiple Banking Institution, Santander Mexico Financial Group*, **It will NOT** respond personally or with its assets in the event that there are insufficient resources within the trust assets for the payment of the services but will respond to the extent that the resources of "FITURCA" are sufficient and reach, also *Banco Santander México, S.A., Multiple Banking Institution, Santander Mexico Financial Group*, **It will NOT** be responsible for the damages and losses that are generated if, even if there are sufficient resources, the corresponding letters of instruction are not issued.

1.5 "FITURCA" indicates as its legal domicile at that located at the administrative offices located at Carretera Transpeninsular at Kilometer 4.3 Cabo San Lucas – San José del Cabo, Fraction I, Lot No. 05, Colonia El Tezal, Plaza Providencia local 209 and 210, Postal Code 23454, in the City of Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico.

1.6 "FITURCA" declares that its Federal Taxpayer Registry is _____

2. From "SUPPLIER"

2.1 "If you are a Legal Entity:

2.1.1 Data of legal existence _____.

2.1.2 Nationality and legal address _____ and address to hear and receive notifications, _____

2.1.3 That its corporate purpose includes, among others (point out the purpose according to the contracted service).

2.1.4 That Mr. _____ Legally Authorized Representative identifies himself with number (indicate document with which he identifies himself and the authority that issues it).

2.1.5 That its Federal Taxpayer Registry registered with the Ministry of Finance and Public Credit is _____ or equivalent in the case of foreigners _____

2.1.6 It states under oath that neither its legal representative, partners, directors, nor any of the persons who will intervene with the purpose of this contract, are in any of the cases established in Articles 39 section XXV and 61 of the Law.

2.1.7 Likewise, it states under oath that neither its legal representative, partners and directors who will intervene with the purpose of this contract, are in the case established in Article 49, Section IX of the General Law of Administrative Responsibilities.

2.1.8 That it has the knowledge, organization, systems, personnel and experience necessary to provide the services that are the object of this contract.

2.1.9 That it acknowledges that **each and** every one of the documents that were part of the tender (call, bases, technical, economic proposal and its annexes) are part of this contract and must comply with each and every one of the terms established herein.

2.1.10 That it acknowledges that the budget authorized for the execution of this legal instrument comes from the **Tax on the Provision of Accommodation Service**, so the amount assigned in the tender, since it is an open contract, may vary in accordance with clause _____ of this instrument, between the maximum and minimum amount according to the accrued services, by _____.

2.2 If Individual:

2.2.1 Legal existence data _____.



2.2.2 Nationality and legal address _____ and address to hear and receive notifications, _____

2.2.3 That it is a natural person with legal capacity to sign this contract and to be bound by the terms and conditions mentioned herein.

2.2.4 That it has the knowledge, experience, availability, as well as the technical, economic and human resources required to perform the service that is the object of this contract.

2.2.5 That Mr. _____, identified with (indicate document with which it is identified and the authority that issues it), and has sufficient powers to enter into this contract, as stated in deed number _____ dated _____, granted before (the) Attorney (a) _____, (type of notary) number _____ of the (City in which it acts) and states that said powers have not been modified, revoked, or limited in any way. That it states that it is up to date in the fulfillment of its tax and social security obligations (when applicable).

2.2.3 That its Federal Taxpayer Registry registered with the Ministry of Finance and Public Credit is _____ or equivalent in the case of foreigners _____

As stated above, the contracting parties, aware of its content and legal scope, as well as the rights and obligations arising from this contract, shall be subject to the following:

CLLSLS:

ONE.- PURPOSE.- The purpose consists of contracting the service of _____ under the terms and conditions specified in this contract, bases and its Annexes, where the detailed description of the service is indicated.

SECOND.- AMOUNT TO BE PAID. If the contract is closed: The total amount to be paid is for the amount of \$ _____ (_____/100 national currency), which, if applicable, includes 16% (sixteen percent) for Value Added Tax, in accordance with the following unit prices:

(Description of unit prices)

If the contract is open: The total minimum amount payable is in the amount of \$ _____ (_____/100 national currency) VAT INCLUDED, and the total maximum amount payable is in the amount of \$ _____ (_____/100 national currency) VAT INCLUDED; the above amounts include 16% (if applicable) for Value Added Tax, in accordance with the following unit prices:

(Description of unit prices)

If the contract is multi-year: (The breakdown of resources by fiscal year must also be indicated, as applicable.)

The disbursement of the resources for the fiscal years (indicate fiscal years) will be subject to the budget availability for the corresponding fiscal years, so their effects will be conditioned on the existence of said respective budget resources, without the failure to carry out the aforementioned condition precedent causing any liability for the parties.

In this contract, advances are not considered and the price is fixed during the term thereof, so it is not subject to price adjustment. (Or describe if advances exist.)

THIRD.- PAYMENT TERMS. Payment for the service will be made (describe additional exhibits and requirements to be submitted by the provider, if applicable), upon validation by the Contract Administrator.

The payment date may not exceed 15 (fifteen) calendar days counted from the delivery of the CFDI that meets the tax requirements, as stipulated in Articles 29 and 29 A of the Federal Tax Code, after the provision of the service under the contracted terms.

To begin the payment process, the "Provider" must deliver to the Contract Administrator, the CFDI of the provision of the service, attaching in case of applying the proof of payment for conventional penalties in favor of "FITURCA".

The payment will be made by electronic transfer to the bank account indicated by the "Provider".

FOURTH.- VALIDITY. This agreement is effective from ____, ____, ____ to ____, ____, ____ equal to ____ business days.

FIFTH.- TERM, PLACE AND CONDITIONS FOR THE PROVISION OF THE SERVICE. The "SUPPLIER" must provide the service in (indicate place), according to the following deadlines and conditions: (indicate or refer to the "Technical Annex").

SIXTH.- ADMINISTRATION OF THE CONTRACT. The person responsible for administering and monitoring compliance with this contract is the person in charge of the Ownership of (name of the area), assigned to (Requirer Area) of "FITURCA", and indicates as



the address for the purposes of this contract, that located at Carretera Transpeninsular Km. 4.3 Fraction I Lot 5 Plaza Providencia, Local 209 – 210, Colonia El Tezal, in Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico, Postal Code 23454.

The person responsible for administering and supervising this contract must inform the “**SUPPLIER**” in writing of the following:

1. Official letter of acceptance of the provision of the service, and proof of compliance with the contractual obligations in order to initiate the cancellation of the compliance guarantee.
2. If applicable: arrears and non-compliance, the calculation of the corresponding conventional penalties and deductions, attaching the documents proving the non-compliance incurred by the “**SUPPLIER**”.
3. Evaluation of the “**SUPPLIER**”, if applicable.

SEVENTH.- GUARANTEE OF COMPLIANCE. The “**SUPPLIER**” must submit the guarantee of compliance with the contract within 5 (five) calendar days prior to the signing of this instrument, this shall be constituted in favor of “**FITURCA**” for the amount corresponding to **10% (ten percent)** of the total maximum amount of the contract, for an amount in national currency corresponding to 10% of the maximum contract amount, excluding Value Added Tax and shall be valid until full acceptance by the Contract Administrator of the provision of the service.

: _____ must present the guarantee:

- By means of a bond policy granted by an institution authorized by the SHCP.

The guarantee will be released in writing to the issuing Institution either directly or through its correspondent (in the case of foreign issuers), which must expressly indicate the authorization for its cancellation, at the time the **SUPPLIER** demonstrates that it has fulfilled all the obligations acquired in the contract and to the full satisfaction of “**FITURCA**”.

EIGHTH.- CONVENTIONAL PENALTIES. In the event that the “**SUPPLIER**” incurs any delay and/or deficiency in the provision of the service in accordance with the conditions agreed in the contract and the technical annex, it will be subject to “**FITURCA**” applying the following conventional penalties, which must not exceed the maximum amount of the compliance guarantee presented, in accordance with Article 64, first paragraph I of the Law:

The equivalent of 1% of the maximum contract amount, in the following cases:

- When, for reasons attributable to the “**SUPPLIER**”, any of the services or activities considered in the Work Plan referred to in section C.2 of **Annex I** have not been provided.
- When the “**SUPPLIER**” unilaterally has executed any service or activity not considered in the Work Plan or without the approval of the Marketing Directorate of “**FITURCA**” in accordance with the assumptions and terms detailed in **Annex I**.
- When the “**SUPPLIER**” at the request of “**FITURCA**”, within a period of no more than three business days, does not carry out the replacement or relieving of executives who serve the account, when “**FITURCA**” has identified omissions, breaches or deficiencies in the capacity of the staff to provide the services properly.
- When the “**SUPPLIER**” requires the replacement of an executive on its own behalf, without informing the Marketing Directorate of “**FITURCA**” 5 business days in advance.

The equivalent of the rate of late fees published in the Federal Revenue Law in force in the year of execution of the services expressed on a daily basis (monthly rate of late fees / 30 days) in the following cases:

- For each day of delay in the provision of the services or activities in accordance with the deadlines established in the Work Plan.
- For each day of delay in sending the verification according to the deadlines established in the contract.

NINTH.- DEDUCTIONS. “**FITURCA**” shall be able to apply deductions to payments made to the “**SUPPLIER**” in accordance with the following rules, in accordance with the provisions of Article 65, paragraph IV, paragraph 4 of the Law:

- When it identifies the partial or deficient provision of any service up to the cost thereof in subsequent billings, including the corresponding conventional penalties that would have been determined in accordance with the previous paragraph.
- When penalties are applied arising from any of the cases referred to in the previous section.



In the event that "FITURCA" is not able to apply the corresponding deductions, the "SUPPLIER" shall reimburse the services not performed or poorly performed, as well as the respective penalties, if not, "FITURCA" will be able to request the application of the compliance guarantee, without prejudice to the other penalties to which the "SUPPLIER" is subject in accordance with the provisions of the Law, on these bases, **ANNEX I** and the contract.

TENTH.- EARLY TERMINATION. "FITURCA" may terminate the contract early in the following cases:

- I. For acts of God or force majeure;
- II. When the need to require the services originally contracted is extinguished for justified reasons;
 - a. When the nullity of the acts that gave rise to the contract is determined, on the occasion of the resolution of a non-conformity or official intervention issued by the Comptroller General of the State, and
 - b. When the contract administrator justifies by means of an opinion that the continuity of the contract contravenes the interests of the "FITURCA".
- III. Due to a health emergency declaration due to a pandemic that alters the normal **circumstances** of the execution of the obligations contracted and that implies or results in partial, late or defective compliance.

The provisions of the preceding paragraphs will affect or suspend both the payment of the services and the same and unearned fees; it will be subject to the provisions of Article 67 sections I, II and III of the Law, as the case may be.

ELEVENTH.- ADMINISTRATIVE TERMINATION. "FITURCA" may at any time administratively rescind the contract that is formalized, in the event that for reasons attributable to the "SUPPLIER" it fails to comply with any of the obligations established in the contract, as is the case of the following cases:

- a) If it ceases to hold the price established in its economic offer;
- b) If during the term of the contract, "FITURCA" corroborates that the "SUPPLIER" provides false information, related to its legal documentation and/or its offers
- c) If the calculated amount of the conventional penalty exceeds the amount of the performance guarantee.
- d) If the "SUPPLIER" fails to comply with any of the obligations established in the contract;
- e) If the "SUPPLIER" fails to comply with any of the obligations established in the annexes of the contract corresponding to the information contained in Annex I, the technical and economic proposal
- f) If it does not present the contract compliance guarantee, in the terms established in section VII, section 7, in the section of this call, and
- g) When the competent authority declares it in bankruptcy, or is in any other situation that affects its assets in such a way that prevents it from complying with the obligations assumed in the contract.

The termination procedure shall be carried out in accordance with the provisions of Article 65 of the Law.

TWELFTH.- TEMPORARY SUSPENSION OF THE CONTRACT. "FITURCA" may temporarily suspend, in whole or in part, the execution of the contract for any justified reason determining the temporality thereof, in terms of the provisions of Article 66 of the Law on Acquisitions, Leases and Services of the State of Baja California Sur.

THIRTEENTH.- PREVALENCE. THE "SUPPLIER" acknowledges that the call, the bases and their annexes, the ruling and the contract are instruments that bind the parties in their rights and obligations; the stipulations established in the contract must not modify the conditions provided for in the bases and the clarification meeting; in the event of a discrepancy, the provisions of the latter shall prevail.

FOURTEENTH.- TRANSFER OF RIGHTS. The "SUPPLIER" may not transfer the rights and obligations derived from this contract, with the exception of the collection rights, in which case the express written consent of **FITURCA must be obtained**

FIFTEENTH.- TAXES AND DUTIES. The taxes and duties generated as a result of the service that is the object of this contract will be borne by the "SUPPLIER" transferring to "FITURCA" only the Value Added Tax in accordance with current tax legislation.

SIXTEENTH.- INTELLECTUAL PROPERTY. In the event of violations of intellectual property rights, the responsibility shall be borne by the "SUPPLIER".

SEVENTEEN.- CONFIDENTIALITY. The "SUPPLIER" may not disclose any information related to this agreement, nor may it use it for its benefit or that of third parties, without the prior express written authorization of "FITURCA".

EIGHTEENTH.- LABOR RESPONSIBILITY. The "SUPPLIER" shall be the sole employer of all persons who will intervene under its orders in the performance and operation for the fulfillment of this contract, therefore it assumes all obligations and responsibilities arising from the employment relationship, whether civil, criminal or of any other nature, releasing the "FITURCA" from any of them, and for no reason may it be considered as a substitute or joint employer.



NINETEEN.- INCREMENTS AND MODIFICATIONS. "FITURCA" may, within its approved and available budget, under its responsibility and for reasoned and justified reasons, agree to the increase of the contract through modifications, provided that these do not exceed, collectively, 20% of the maximum amount originally established.

The same percentage will apply to modifications made to service contracts due to extension and validity, whose provision is made continuously and repeatedly.

Any amendment to this agreement shall be established in writing and by mutual consent of the parties by the execution of the Amendment Agreement.

TWENTY.- ACT OF GOD OR FORCE MAJEURE. When unforeseen situations arise due to unforeseen circumstances or force majeure, such as: illness or epidemic alert, travel and/or security alert, natural disasters, conflicts in air transport, civil or messy acts, situations out of scope or that affect the normal arrival of tourists at the destination and that could have a negative impact on the collection of the Tax on the Provision of Accommodation Services of the State of Baja California Sur, "FITURCA" will be able to modify the scope of the services, activities provided for in the contract, considering the corresponding costs, for which the adjustments corresponding to the Work Plan will be made, which must be duly formalized between the parties

TWENTY-ONE.- DEFECTS IN CONSENT. "FITURCA" and the "SUPPLIER" acknowledge that in the execution of this contract, there has been no error, willful misconduct, injury, violence, bad faith, or any defect in the consent that could invalidate or nullify it.

TWENTY-SECOND.- NOTIFICATIONS. All notifications between the parties will be made in writing at the addresses indicated in declaration 2 of this contract, and in the event that any of the addresses change, it is obliged to communicate it in writing 5 (five) calendar days in advance, with the understanding that if it does not, those that are made at the addresses indicated above will be valid.

TWENTY-THIRD.- NON-DISCRIMINATION. In the execution of the purpose of this contract, the "SUPPLIER" must avoid any conduct that implies discrimination on the basis of ethnic or national origin, gender, age, social condition, health, religion, opinions, sexual preferences, marital status or any other that violates human dignity, and must comply with the labor provisions of fairness and gender that correspond to it in accordance with applicable legislation.

TWENTY-FOUR.- JURISDICTION AND DISPUTES. The parties are bound for the purposes of interpretation and compliance with this agreement, as well as for anything that is not expressly established therein, to submit to the jurisdiction and competence of the Judge of First Instance of the Judicial District competent in the Municipality of Los Cabos, Baja California South, Mexico because of the above, the parties expressly waive the jurisdiction that by reason of their domiciles, present or future, or for any other reason, could correspond to them.

This agreement, once it has been read, explained and understood by the parties and being in accordance with its content and legal scopes, is signed in four counterparts, at the bottom and on the margin for the record, in the presence of the witnesses, in Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico on _____.

BY:
TOURISM TRUST OF THE CAPES, BY SANTANDER BANK (MEXICO), S.A., INSTITUTION OF
MULTIPLE BANKING, FINANCIAL GROUP SANTANDER MEXICO, IN ITS CAPACITY AS TRUSTEE OF THE TOURISM TRUST OF THE COMPANIES
F/2110602-0, ALSO IDENTIFIED UNDER NUMBER F/110602.
"FITURCA":

ARQ. RODRIGO SPONDA CASCAJARES
Director General of the Los Cabos Tourism Trust
F/2110602-0

LIC. MAURICE OF JESUS PEREZ SALICRUP
Secretary of the Technical Committee of the Los Cabos Tourism Trust
F/2110602-0

By
THE "SUPPLIER"

LEGAL REPRESENTATIVE AND/OR NATURAL PERSON

TESTIGORS:

THIS SIGNATURE SHEET BELONGS TO CONTRACT NUMBER _____ WHICH IS PART OF IT.



INTERNATIONAL PUBLIC TENDER NUMBER LPA-000000010-007-2023
REPRESENTATION SERVICES IN GERMANY,
FOR THE DESTINATION OF THE CAPES, LOWER SOUTHERN CALIFORNIA.
ANNEX IV. CONTRACT MODEL

Rubrics:

FITURCA

Cabo San Lucas, Baja California Sur, Mexico, on July 7, 2023.

ARQ. RODRIGO SPONDACASCAJARES

Chief Executive Officer of the
Los Cabos **Tourism Trust** F/2110602-0

**LIC. MAURITIUS OF JESUS PEREZ
SALICRUP**

Secretary of the Technical Committee of the
Los Cabos **Tourism Trust** F/2110602-0