

COMMERCIAL INTERMEDIATION AND MANAGEMENT AGREEMENT FOR TOURISM SERVICES ENTERED INTO BETWEEN AZABACHE AND THE TRAVEL AGENCY WHOSE DETAILS ARE RECORDED ON THE WEBSITE OF THE FORMER; IN ACCORDANCE WITH THE FOLLOWING GLOSSARY, DECLARATIONS, AND CLAUSES:

GLOSSARY

Se entenderá por:

Agency or Agent: The provider, either an individual or legal entity, who intermediates, contracts, and/or offers the tourist the provision of tourism services or products, upon payment of a certain and determined price. The Agency is the one that organizes the trip for the final consumer with the contracted tourism services or products.

Annex: Document listing the tourism services marketed in this contract, their prices, as well as the Terms and Conditions and the policies of the providers offering the services contracted through this intermediation.

AZABACHE or The Wholesaler: The Tour Operator company offering the contracted intermediation services, whose details are recorded on the cover of this contract.

Cover: The first page or cover of the contract detailing relevant information.

Circuit: A set of territorial spaces forming a single offer of tourism goods and services. It is a circular or semicircular route starting from a sending or receiving center and featuring attractions and facilities along its route. These can be Local, Regional, National, Continental, or Intercontinental.

Final Client or Consumer: The passenger, tourist, or end user of the service, who is a client of the Travel Agency, and who travels temporarily outside their usual residence and uses any of the tourism products or services by paying a certain and determined price.

Contact Center or Call Center: A centralized facility used by AZABACHE to manage and direct a large number of communications, mainly to interact with its clients. These communications may include, but are not limited to, phone calls, emails, online chats, text messages, and, in some cases, social media interactions.

Group: A set of people consisting of family and/or friends and/or companions traveling together outside their usual environment for tourism purposes. The service offered is specialized to create the appropriate conditions for an overnight stay or longer for tourists or visitors.

Corporate Group: A set of people consisting of officials, employees, union groups, among others, who are part of a company, business, or workplace, whether an individual or legal entity. The client is the company, and the Group receives the benefits of the contract from the company as incentives or benefits. The company organizes the trip for its employees to perform functions related to their job in another city.

Intermediation: A person, as an intermediary, undertakes to carry out legal transactions on behalf of another person, as a client, and to conclude operations with third parties with economic and legal implications for the client.

MICE: Part of business tourism. It encompasses the scope of Meetings, Incentives, Conferences, and Exhibitions tourism. Each initial corresponds to the original English definition: Meeting, Incentives, Conferencing, and Exhibitions. During these trips, the main motivation is to conduct work activities and attend various types of meetings and conferences.

Tourist Package: The prior integration into a single product of two or more tourism services related to it, which is offered to the Client detailed in the Annex of this Contract.

Provider: All entities offering tourism or management products that can be marketed or used by travel agencies.

Tourist Service: The commercial provision that satisfies the needs of the tourist under conditions of economy, security, and comfort, as described in the Annex of this Contract.

Terms and Conditions (of website use): A set of provisions and rules established by AZABACHE (Tour Operator) that determine the responsibilities, rights, and obligations of users when accessing, browsing, and using the Tour Operator's website. These terms and conditions focus on regulating the use and access to the website, as well as the interaction, behavior, and responsibilities of users within the digital platform. It is important to note that these Terms and Conditions do not regulate the provision of intermediation services offered by AZABACHE, which are subject to specific contracts and agreements.

User or Client: A person who uses AZABACHE's services to enjoy any of the tourism services provided directly by the final PROVIDER, hereinafter referred to as "USER" or "THE AGENT."

DECLARATIONS

I. AZABACHE declares, under oath, that:

- a) It is controlled by AZABACHE USA, LLC, headquartered in the United States of America (hereinafter AZABACHE), a legally constituted American company operating as a wholesale-retail travel agency, based in Texas, United States of America, with tax identification code 38-4230926, and holds the license to use the "AZABACHE" trademark and the rights to operate the website <https://usa-stage.azabache.travel/>.
- b) It designates the means of communication and notification for all commercial and legal purposes of this Contract as those contemplated on AZABACHE's website.
- c) For addressing queries, clarifications, complaints, or providing guidance services related to the execution of this contract, it states that it can receive documentation at the address 5900 Balcones Drive STE 100 AUSTIN TX 78731, as well as receive calls at the means informed on the website during the hours established there.

- d) It has informed the Agency through its website or contact center of the prices, rates, conditions, characteristics, and total cost of the tourism service stipulated in this Contract.

II. The AGENCY declares, under oath, that:

- a) It is a Travel Agency offering tourism mediation and travel organization services to the general public as end consumers.
- b) Its details have been recorded on the cover of this contract.
- c) It has the legal capacity to bind the Travel Agency and itself to fulfill the agreements of the contract and its annexes.
- d) It designates the email indicated in the registration protocol on the cover of the contract as the means of communication and notification for all legal purposes of this Contract.
- e) It has accepted the Terms and Conditions for using the website <https://usa-stage.azabache.travel/> in the Terms and Conditions section and the digital platform offered by "THE WHOLESALER" to fulfill this Contract.
- f) Its intention is to access a virtual platform to view a catalog of tourism products and/or services offered by third parties called Providers and to accept electronic payments through remote and secure means, in order to quote, compare, and purchase tourism services and products offered and provided by the Providers, and in turn, to assemble tourism packages and organize trips for end consumers, who are its clients.
- g) It accepts and acknowledges having read in detail all the legal agreements published on the website <https://usa-stage.azabache.travel/>, as well as the service offered by "THE WHOLESALER" in connection with this contract.
- h) It received from AZABACHE, in advance, useful, accurate, truthful, and detailed information about all the conditions for the provision of the Service subject to this Contract.

In view of the foregoing Declarations, the parties agree to be bound by the following:

CLAUSES

FIRST. PURPOSE AND CONSENT.- This contract aims to establish the general conditions under which AZABACHE will provide services in a generic manner and does not specify each of the services offered by AZABACHE in detail.

Covers and Annexes:

All specific services, terms, conditions, scopes, rates, and any other relevant details related to the provision of services by AZABACHE will be detailed in the corresponding covers and annexes of this contract. Each service will have its specific cover or annex, which will form an integral part of this contract and will prevail over the general conditions in case of discrepancy.

It is the responsibility of the parties to review and agree to the content of the covers and annexes before the provision of any service. Signing this contract implies acceptance of

the general conditions established herein and the specific conditions detailed in the corresponding covers and annexes.

The parties mutually express their willingness to enter into this Contract.

SECOND. OBJECT.- AZABACHE will act as an intermediary, but not as a mediator for the Agency, in the contracting or offering of tourism services provided by Suppliers; it will also provide destination management services in accordance with the indications, specifications, and details provided by the Agency and the itinerary described in the Contract Cover and the documents annexed to this agreement, upon payment by the Agency of a certain and determined global price.

THIRD. SCOPE OF SERVICES.- The parties accept and acknowledge that AZABACHE acts as an intermediary between hotels, transportation companies, tour guides, DMCs, and other product and service providers, and as such, disclaims any responsibility for personal injuries, luggage loss, damages, and losses resulting from the service provided by the service providers, as well as any other resulting incident. Therefore, the parties accept and acknowledge that AZABACHE has no responsibility towards the Agency or the end users of the tourism services and products offered by the Suppliers, and thus, there is no relationship between AZABACHE and the end consumer.

Any claims or complaints from end consumers should be directed to the Travel Agency or the service provider, and not to AZABACHE.

FOURTH. SERVICE STRUCTURE.- It is understood and accepted by both parties that, although AZABACHE's advertising media, websites, and marketing mention multiple types of services such as travel packages, circuits, air services, groups, corporate groups, weddings, MICE, among others, these mentions are merely illustrative and not restrictive.

The detailed description, characteristics, specific terms, and conditions of each of the services mentioned in the previous point, as well as any other service offered by AZABACHE, will be developed and specified in separate annexes to this contract. Each annex will form an integral part of this contract and will have full legal validity and effectiveness once accepted and signed by both parties.

FIFTH. SERVICE PRICE AND PROFIT MARGIN.- The Agency shall pay AZABACHE the rates established in the Cover and attached Annexes for the Services provided under this agreement.

The Agency, in its offers to the general public, must include in its price the profit margin agreed upon in the service provision proposal, without varying this amount; non-compliance with this agreement is sufficient cause for its termination and the payment of agreed-upon penalties.

Only if the Agency requires and authorizes another service not stipulated in the Annex of this Contract, or if there are changes or increases in the cost of Provider rates, taxes, or new charges applied by each Government, the rates may

vary. AZABACHE will notify the Agency of such variation through the agreed means, and the Agency may accept the variation or cancel the contract under the agreed conditions, penalties, and compensations as applicable. The Agency accepts and acknowledges that these variations are beyond AZABACHE's control and, therefore, accepts the effects of this clause.

SIXTH. PAYMENT METHOD AND PLACE.- The client shall make the agreed payment for the tourism service indicated in the Cover and Annexes of this Contract under the agreed terms and conditions, which may be:

- a) Lump sum: in cash, by debit card, credit card, bank transfer, and/or check at AZABACHE's address in US dollars, without prejudice to being able to do so in another regular currency considered as money by international standards.
- b) Installments: The Agency may, by prior agreement with AZABACHE, pay in installments, for which AZABACHE must provide the Agency with written information of the dates and partial amounts to be paid.

In any case, AZABACHE is obligated to issue and deliver to the Agency the corresponding invoice, consumption note, or fiscal document that covers the payments made for the provision of the tourism service provided in accordance with the corresponding legislation.

SEVENTH. TERMS AND CONDITIONS OF AGREED PRICES AND PAYMENTS.- The Agency commits to AZABACHE to adhere to and comply with the following terms:

1. The rates will be valid only during the dates indicated by AZABACHE and may be subject to changes as specified in Clause FIVE.
2. In the event that payment obligations are incurred in a currency other than US dollars, they shall be settled by delivering the equivalent in that currency, at the exchange rate agreed upon by the parties in the Annex of this contract as a cap on exchange rate fluctuations, or by making the payment in the foreign currency contracted.
3. The Agency may notify AZABACHE of any anomalies or comments regarding the fiscal receipts received within 3 (three) business days following their receipt. Once this period has elapsed without receiving any comments from the Agency, AZABACHE will consider the information and amounts contained in such receipts validated by the Agency.
4. In the event of bank charges or commissions for transfer effects, these must be covered by the Agency.

EIGHTH. ACCOUNT COMPENSATION.- The Parties expressly waive any right to offset sums owed to each other against payments accrued for any concept. Any contrary action shall entitle either Party to immediately rescind and terminate this Contract.

NINTH. OBLIGATIONS OF THE PARTIES.- In addition to the obligations agreed upon in the body of this contract:

AZABACHE AGREES TO:

- a) Deliver to the Agency the confirmation of reservations and the number or key provided by the final service provider.
- b) Provide the necessary information requested by the Agency in relation to this Contract and the tourism services.
- c) Deliver to the Agency the airplane tickets, bus tickets, train or railway tickets, car rentals, or cruise tickets (when provided by the transportation company), or indicate to the Agency the place where the tickets can be collected.
- d) Indemnify the Agency if the tourism service is not provided due to reasons attributable to AZABACHE. This includes refunding the amounts paid by the Agency, as well as covering the corresponding transportation costs and the conventional penalty specified in this contract for the total amount of the service not provided. Alternatively, at the Agency's discretion, AZABACHE must immediately arrange for equivalent services with the same specifications as agreed in this Contract, in addition to the payment of the conventional penalty.

THE AGENCY AGREES TO:

- a) Provide AZABACHE with accurate and correct information regarding the age, gender, name, and surname, and, if applicable, the details of the passengers using the contracted services.
- b) Respect the regulations, rules, or conditions established by each of the service providers contracted through AZABACHE.
- c) Timely deliver the documents requested by AZABACHE necessary for the provision of the service, such as passports, visas, permits, vaccination cards, etc.

TENTH. TERM.- This Contract shall remain in effect for an indefinite period as long as the tourism service is provided and the payment obligations have been fulfilled, during which time this Contract will produce all its legal effects.

ELEVENTH. FORCE MAJEURE AND ACTS OF GOD.- When the tourism service is not provided due to force majeure or acts of God, the Agency shall be entitled to a full refund of the payments made. If the tourism service has been partially provided, the Agency shall only be entitled to a proportional refund of the service provided, for which the refund shall not be less than one-third of the total cost of the tourism service.

TWELFTH. CHANGES IN THE ORDER OF SERVICES WITH CLIENT AUTHORIZATION.- AZABACHE may modify the order of the tourism services indicated in this Contract for better development or for justified reasons, as long as the quantity and quality of the contracted tourism services are respected. This shall be with the written authorization of the Agency, regardless of the reason, which must be substantiated.

The Agency may not make changes to dates, routes, or services without prior authorization from AZABACHE. If such

changes incur a cost, this will be indicated in the Annex of this Contract.

THIRTEENTH. CANCELLATION.- The Agency has a period of 5 (five) business days following the signing of this Contract to cancel the operation without any responsibility or penalty. In such a case, AZABACHE is obliged to refund all amounts that the Agency has paid within 5 (five) calendar days following the cancellation request.

Cancellations must be requested in writing at the address specified in this Contract or by registered or certified mail, using the receipt date for its dispatch. The cancellation applies as long as the contracted Service has not been provided to the Agency.

AZABACHE will respond within 48 (forty-eight) hours from receiving the cancellation on business days, and if there is no response, the cancellation will be considered accepted.

FOURTEENTH. GROUNDS FOR TERMINATION.- Grounds for termination include:

- a) If any of the parties fails to comply with the stipulations in this Contract.
- b) If the Service provided does not correspond to what was agreed and/or requested by the Agency.

In the event of termination of this Contract, the defaulting party must pay the corresponding penalty.

FIFTEENTH. PENALTY CLAUSE.- In the event of non-compliance by any of the parties with the obligations under this Contract, the defaulting party shall be liable for a penalty equivalent to 20% (twenty percent) of the total price of the tourism service, excluding applicable taxes.

This penalty is stipulated for simple delay in fulfilling the obligations and for the tourism service not being provided as established in this Contract, without prejudice to the right of the parties to choose between enforcing the Contract or terminating it. In the event of AZABACHE's default, in addition to the above, AZABACHE must cover the provisions of Clause THIRTEEN.

The parties, if requiring payment of the penalty for any of the reasons stated in Clause FOURTEEN, must request it in writing at the address of the defaulting party, and the payment must be made by the defaulting party within 5 (five) business days of receiving such request.

SIXTEENTH. RESERVATIONS AND PAYMENTS.- All reservations require a deposit indicated by AZABACHE, which must be paid in the currency indicated in the Annex of the contract and in accordance with the provisions of Clause SEVEN. Once all services are confirmed, the final total payment must be covered by the Agency.

SEVENTEENTH. TAX LIABILITIES.- The parties agree that each will be responsible for their respective tax liabilities, releasing each other from any responsibility for non-compliance by any of the parties. The affected party may request termination of this Contract if tax non-compliance endangers their assets and rights, and may claim damages and losses from the affected party.

EIGHTEENTH. RIGHTS.- The Agency hereby recognizes AZABACHE as the sole and legitimate holder of all rights directly or indirectly derived from or related to the Services, including but not limited to, creative ideas, intellectual property, documents, synopses, texts, sequences, recordings, or any other residual rights made for the provision of the Services.

NINETEENTH. PROHIBITION OF USE OF TRADEMARKS.- The Parties acknowledge that this Contract does not grant any authorization or license to use the trademarks of affiliated, subsidiary, or corporate group companies. Therefore, the parties agree, during the term of the Contract and even after its termination, not to use distinctive signs, trademarks, trade names, designs, industrial designs, inventions (patents), utility models, copyrights, related rights, domain names, or any other intellectual property right that is identical or confusingly similar to their trademarks, unless otherwise authorized.

TWENTIETH. EMPLOYMENT RELATIONSHIP.- The parties state and acknowledge that there is no employment relationship, nor any subordination in their dealings, as this agreement is for the Provision of Services granted to other persons or companies, with the service mentioned in the Contract being its sole purpose.

TWENTY-FIRST. CONFIDENTIALITY AND DATA PROTECTION.- This Contract is confidential, and neither Party may disclose its content to third parties. Additionally, both Parties agree not to disclose to third parties or use for their own benefit or that of third parties the confidential information belonging to the other party to which they have access during the term of the Contract and as long as the confidential information is in possession or accessible to either Party, for any reason. The confidentiality obligations will remain in effect for 5 years after the termination of the Contract for any reason.

Furthermore, the parties agree to maintain due care over the personal data of individuals related to this commercial relationship, obligating themselves to safeguard such data and refrain from disclosing it for purposes other than those necessary for this contract. Non-compliance implies termination of this agreement, and the defaulting party must hold the other harmless in case any affected person claims due to the disclosure and/or misuse and/or unauthorized use of their data.

TWENTY-SECOND. ASSIGNMENT.- AZABACHE may not assign, transfer, or otherwise alienate the rights and obligations derived from this Contract to third parties in any way, except to its affiliates, subsidiaries, or companies that are part of its Corporate Group.

TWENTY-THIRD. PRIVACY NOTICE.- Prior to signing this Contract, AZABACHE informed the Agency of the privacy notice, which is available on the website: <https://usa-stage.azabache.travel/> in the Privacy Policy section, as well as the procedure for exercising the rights of access, rectification, cancellation, and opposition to the processing of their personal data.

TWENTY-FOURTH. ELECTRONIC CONTRACTING.- The parties agree that instead of an original handwritten signature, this contract, as well as any consent, approval, or other related documents, may be signed using electronic, digital, numerical, alphanumeric, voice, biometric signatures, or any other form, and such alternative means of signing and the records where such signatures are applied shall be considered for all purposes with the same force and effect as the original physical handwritten signature of the signing party.

TWENTY-FIFTH. JURISDICTION.- The applicable regulations will determine the governing laws and jurisdiction responsible for the relationships between AZABACHE and the users. However, whenever such regulations provide the possibility for the parties to submit to a specific jurisdiction, the prevailing American legislation at the time of the conflict will apply to any litigated matter arising from or related to this Site. Furthermore, AZABACHE and the users, expressly waiving any other jurisdiction that may correspond to them, submit to the Courts and Tribunals of the State of Texas, United States of America.

Having read and understood the legal scope and content of this Contract, the parties sign it on the cover page as acceptance.

Updated as of May 27, 2024