

AGREEMENT FOR MARKETING AND SUPPORT SERVICES PROVIDED OUTSIDE OF MEXICO ENTERED INTO BY ONE PARTY **VAQUERO SERVICES, LLC** REPRESENTED BY ITS LEGAL REPRESENTATIVE JEFF THOMAS PAVLOVIC, AND WHO IS HEREINAFTER CALLED "**Provider**", AND THE OTHER PARTY **<NOMBRE>** AS HIS/HER OWN REPRESENTATIVE, WHO IN THE FOLLOWING SHALL BE CALLED "**The User**"; LEGAL ACT EXECUTED IN THE FOLLOWING TERMS:

DECLARATIONS

I. The Provider declares, through its legal representative:

- a. That it is a commercial company, legally constituted under the Laws established in the state of Wyoming, as stated in the articles of incorporation filed with Original ID **2021-000975072** granted by the state of Wyoming on January 22, 2021.
- b. That the person who represents the Provider in this act has the capacity and legal power to bind it under the terms of this contract, and that his powers have not been revoked or limited in any way, as stated in the aforementioned articles of incorporation.
- c. That the Provider designates to receive all types of notifications, in relation to this contract and the relationships that derive from it, the email **contact@4abrazos.com**, obliging itself to notify the User of any change, and in case it does not do so, accepts that the notifications made in the aforementioned address will be valid.
- d. That it has the US Employer Identification Number (EIN) 86-1698768.
- e. That it has the desire to provide marketing and support services outside of Mexico in relation to the building located at Av. Amsterdam 116, Col. Hipódromo, Alc. Cuahémoc, Ciudad de México, Postal Code 06100 ("The Property").
- f. That it shall not operate as an intermediary between the User and Aquilexia, S.A.P.I. de C.V., the hotelier that provides lodging services at The Property. Likewise, Aquilexia, S.A.P.I. de C.V. shall not operate as an intermediary between the User and the Provider.

II. The User declares:

- a. That he/she is a physical person of legal age, with full capacity to understand the terms of this contract and be bound by them.
- b. That the User designates to receive all types of notifications, in relation to this contract and the relationships that derive from it, the email **<EMAIL>**; obliging himself to notify the Provider of any change, and in case it does not do so, accepts that the notifications made in the aforementioned address will be valid.
- c. That the User has the desire to receive marketing and support services outside of Mexico in relation to "The Property" subject of this contract.
- d. That the User has the material and legal means to enter into this contract.

- e. That the User has executed a separate contract with Aquilexia, S.A.P.I. de C.V. for lodging services at The Property, and the Provider is not as an intermediary to such contract.

III. The parties declare:

- a. That in the execution of this contract there has been no vice, and that it is their will to enter into it in accordance with the previous declarations and the following:

CLAUSES

FIRST. OBJECTIVE. The Provider will provide, and User will receive, marketing and support services outside of Mexico related to the Property, as identified in the declaration I, paragraph " f " of this contract.

SECOND. CONSIDERATION. The User will pay to the Provider or its designee a total cost of \$<50% de precio total> US dollars, subject to the following terms and deadlines:

- a) The User will pay a marketing and support fee of \$<50% de precio total> US dollars to the Provider upon the acceptance of the reservation via the website operated by the Provider.
- b) Simultaneously, the user will pay a lodging fee of \$<50% de precio total> to Aquilexia, S.A.P.I. de C.V.
- c) The credit card payment processor may bundle the aforementioned payments in a single charge applied to the User, disbursing the funds among the Provider and Aquilexia, S.A.P.I. de C.V. as stipulated above.
- d) The User may notify the Provider of his desire to activate the Fourth clause of this contract ("Early Termination"), no later than 48 hours after the realization of the reservation, in which case The Provider or its designee will return the amount paid to the Provider, less commissions and transaction costs applied by any payment intermediary. This will also serve as notification to Aquilexia, S.A.P.I. de C.V. for purposes of refunding the lodging fee as stipulated in the corresponding lodging contract.
- e) In the event that the User does not make the payments within the terms stipulated in this clause, this contract will be deemed to be terminated, and the Provider will have the right to apply a Conventional Penalty up to the amount of funds already received from the User, such that a partial or total refund of these funds shall be at the Provider's discretion.
- f) It is the responsibility of the Provider to remit the applicable taxes to the corresponding authorities.

THIRD. SCOPE OF SERVICES. Pursuant to this contract, the Provider shall operate and provide assistance with the website and other promotional tools used to provide information about the Property and carry out reservations and payments. Additionally, the Provider shall attend to inquiries related to the Property, when such inquiries cannot be resolved by the personnel of Aquilexia, S.A.P.I. de C.V., located in Mexico. Services shall be provided at the discretion and subject to the standards established by the Provider. The User shall only have the right to a refund in case of early termination, as defined in the following clause.

The Provider shall not provide lodging services at the Property; for this purpose, the User has executed a separate contract with Aquilexia, S.A.P.I. de C.V. The provider shall not act as an intermediary between the User and Aquilexia, S.A.P.I. de C.V.

FOURTH. EARLY TERMINATION. In the event that the User intends to terminate this Contract early, he must notify the Provider no later than 48 hours after the realization of the reservation. In this case, the Provider will return

the amount paid as a deposit, less the commissions and transaction costs applied by any payment intermediary.

If the User, without making the notification indicated in the previous paragraph, does not occupy the Property, or if the User vacates the Property early for any reason, the refunding of money already paid will be at the discretion of the Provider, who may at its discretion apply a Conventional Penalty up to the amount of funds already received. Refunds for the period in which the User occupied the Property shall be at the discretion of the Provider.

In the event that the Provider intends to terminate this Contract before the expiration of the lodging period, whatever the cause, it will notify the User of the early termination, and the User must vacate the Property within a period of no more than 12 hours after such notification. Except in the cases established in the following clause, the Provider will return the amount proportional to the lodging period terminated early.

Additionally, the following criteria shall be observed:

- If Aquilexia, S.A.P.I. de C.V. notifies the User of early termination of the Lodging contract it shall be deemed that the Provider has simultaneously notified the User of early termination of the present contract.
- If the User notifies Aquilexia, S.A.P.I. de C.V. of early termination of the Lodging contract it shall be deemed that the User has simultaneously notified the Provider of early termination of the present contract.

FIFTH. TERMINATION WITH CAUSE. The Provider may terminate this contract in the event of partial or total breach by the User of the obligations assumed under this contract or of the lodging contract celebrated with Aquilexia, S.A.P.I. de C.V., in addition to those provided for in applicable legislation. The Provider may notify the termination with cause of this contract, without the need for a judicial declaration if the lodging contract is terminated with cause by Aquilexia, S.A.P.I. de C.V.

In case of Termination with Cause, the refunding of money already paid will be at the discretion of the Provider, who may at its discretion apply a Conventional Penalty up to the amount of funds already received.

SIXTH. ACTS OF GOD AND FORCE MAJEURE. The Provider shall not be responsible for any breach, damage or harm caused directly or indirectly to the User by any rally, civil commotion, war operation, invasion, military action or usurpation of power, sabotage, government regulations or controls, inability to obtain any material, service or financing, hurricanes, floods, fires or for any other reason derived from Acts of God or force majeure.

SEVENTH. CONFIDENTIALITY. This contract and any communication derived from it are considered by the parties as confidential information, for which the parties undertake not to reveal said confidential information to third parties; as well as to take the necessary measures so that persons or representatives of the parties who should have knowledge of said confidential information, maintain the confidentiality of the information contained within it.

The User acknowledges that disclosing any confidential information may cause damages to The Provider in its operations and relationships with third parties and therefore The User undertakes to indemnify the Provider from any claim, loss, damage, in peace and safety. liability, impairment or expense arising from any disclosure made as a result of its breach.

EIGHTH. MODIFICATIONS TO THE CONTRACT. Any modification to this contract must be made in writing by the parties, such that no oral pact or agreement may modify the terms and conditions established herein.

NINTH. INVALIDITY OF ANY CLAUSE. In the event that any right or obligation established in this contract is declared null, invalid or in any other way ineffective by a competent court, the other rights and obligations established in this instrument will not be affected by said declaration of invalidity. In the case of conventional penalties, if a competent court declares them excessive, the judge must sentence the payment of the highest conventional penalty that, according to law, is appropriate.

TENTH. COMPLETENESS OF THE CONTRACT. This contract constitutes the sole and total agreement between the parties in relation to the objective of this document, so both parties agree to render without legal effect any other verbal or written agreement that has been previously agreed or entered into in relation to the matter of this contract.

ELEVENTH. HEADINGS. The headings that appear at the beginning of each of the clauses that make up this contract have been inserted solely for the purpose of facilitating their reading and handling, so they should not be considered as a means of interpretation or limitation to the obligations assumed by each of the parties under this contract.

TWELFTH. NOTIFICATIONS. The Parties agree that all judicial or extrajudicial notifications that must be made due to the conclusion of this contract, will be made to the email addresses that for such purposes were indicated by the parties in the declarations chapter of this contract.

THIRTEENTH. APPLICABLE LAW, LANGUAGE, JURISDICTION AND COMPETENCE. The Parties agree that, with regard to all topics not established in this contract, they will comply with the provisions of the legislation that is applicable in the State of Wyoming.

Likewise, the parties agree that in the event that the interpretation and / or fulfillment of this contract must be submitted to a judicial decision, they will be under the jurisdiction of the competent courts of Wyoming, waiving at this time any other jurisdiction. that could correspond to them due to their present or future domicile, or any other cause.

FORTEENTH. ACCEPTANCE OF AGREEMENT. The realization of a reservation via the website operated by the Provider, shall constitute the acceptance of this agreement by both parties in lieu of physical signatures.

Having read this agreement and the content included therein, in acceptance of its content, value and legal force, it is undertaken by the parties on **<date of reservation>**.