

CONTRACT FOR THE PROVISION OF TOURIST SERVICES

INTERMEDIARY AGREEMENT FOR THE RENDERING OF TOURIST SERVICES (ADHESION AGREEMENT) ENTERED INTO BY ANCILA TOURS S.A. DE C.V., HEREINAFTER REFERRED TO AS "THE AGENCY", AND "THE USER-TOURIST", BOTH PARTIES ARE SUBJECT TO THE FOLLOWING DECLARATIONS AND CLAUSES:

I. THE AGENCY DECLARES:

- a. That it is a company legally constituted in accordance with the Mexican laws, by means of Public Deed number 9135 dated April 30, 2007, granted before the Notary Public Nancy Peggy Magaña Tintoré, Notary Public number 25 of Benito Juárez, Quintana Roo; by means of which, the legal entity ANCILA TOURS S.A. DE C.V. was incorporated.
- b. That it is a Company with activity of organization of excursions and tourist packages for travel agencies.
- c. To have a FISCAL ADDRESS at BOULEVARD KUKULCAN SECTION A-11, LOT 72, HOTEL ZONE, BENITO JUÁREZ, QUINTANA ROO.
- d. To have FEDERAL REGISTRY OF TAXPAYERS: ATO0704303M2.
- e. That the faculties that were conferred to the agency, have not been modified or diminished, at the moment of subscribing the present legal instrument.
- f. It has the infrastructure, its own means, technical resources and trained personnel to fulfill its obligations in accordance with the provisions of this contract.
- g. For the attention of doubts, clarifications, complaints or to provide orientation services, it indicates the address located at: Blv Kukulcan km 21.5 Z.H. Cancun Q. Roo telephone +52 9988 818212 and email marketing@ancilatours.com, with an attention schedule from 9am to 5pm hours from Monday to Friday. These services will be provided free of charge.
- h. Has informed THE USER-TURIST of the prices, rates, conditions, characteristics and total cost, of the Tourist Service object of the present Contract.

II. THE USER-TURIST declares:

- a. That he/she has sufficient legal capacity to enter into this legal act and that there is NO legal impediment to bind him/herself under the terms and conditions of the same, therefore, it is his/her will to acquire the services offered by THE AGENCY, in order for it to act as mediator for its acquisition.
- b. That he/she accepts the conditions stipulated in this ADHESION AGREEMENT.
- c. That he/she has previously received from THE AGENCY useful, accurate, truthful and detailed information about each and every one of the conditions for the rendering of the Service that is the object of this AGREEMENT.

III. Definitions:

- a. THE AGENCY: The supplier, whether an individual or legal entity that intermediaries, contracts and/or offers the tourist the rendering of tourist services or products, upon payment of a certain and determined price.
- b. THE USER-TOURIST: The consumer who travels temporarily outside his habitual residence and uses any of the tourist products or services, upon payment of a certain and determined price.
- c. TOURIST PACKAGE: Previous integration in a single product of two or more tourist services related to these and which is offered to THE USER-TOURIST detailed in the Annex to this Contract.
- d. ADHESION AGREEMENT: It is the legal act by which BOTH PARTIES are bound by the terms and conditions stipulated in this legal instrument.

IV. BOTH PARTIES declare:

- a. That they recognize the LEGAL NATURE of the present Contract.
- b. That in this Act they expressly recognize the Personality with which they are represented for all the legal effects to which it is subject and, they manifest that, by means of the present legal instrument, they SUBJECT themselves in a FREE and RESPONSIBLE way, in the terms and conditions stipulated in the same, being their FREE WILL in submitting to the contents of the following clauses:

FIRST: PURPOSE: The PURPOSE of this legal instrument is for THE AGENCY to intermediate, contract or offer the provision of tourist services, which are detailed in this Agreement, upon payment by THE USER-TOURIST of a certain and determined price, which shall be agreed upon the day of signing this agreement. Furthermore, "THE USER-TURIST" declares to be informed of the TERMS AND CONDITIONS, PRIVACY NOTICE and DISCLAIMER of LIABILITY to which the contracting of the services offered by "THE AGENCY" contained in the previously mentioned webpage www.ancilatours.com will be subject, and which he/she also accepts by signing in accordance.

"THE USER-TOURIST" accepts and acknowledges that the activity in which he/she wishes to participate offers possible risks and/or dangers to his/her physical and emotional integrity, for which reason he/she hereby manifests his/her desire and willingness to participate in the referred activity, all the while being aware of the risks and/or dangers that may arise from said activity, which includes and is not limited to: physical injuries, accidents, illness, temporary disability, prolonged disability, fractures, sprains, strains, sprains, death, loss, damage to property -among other risks-, and therefore releases Ancila Tours S. A. de C.V. and Ancila Tours S. A. de C.V. from any and all liability. A. de C.V. and/or Operadora de Aldeas Vacacionales S.A. de C.V. and/or Club Med, Inc. and/or Club Med Amerique du Nord, S.A.S. and/or Club Med Sales, Inc. and/or owner of the village and/or its parents and/or subsidiaries and/or affiliates and/or partners and/or executives and/or directors and/or agents and/or employees; by signing this document, I specifically release the above mentioned entities and/or persons from any negligence and/or fault and/or breach of contract and/or warranty, among others.

THE USER-TURIST understands and acknowledges that in the event that any type of assistance and/or medical attention is necessary, the time required will depend on the accessibility, location and remoteness of the place where the activities inherent to the excursion referred to herein are carried out, since said excursion may take place in remote places.

SECOND: LANGUAGE: This Legal Instrument is drafted in SPANISH LANGUAGE, without prejudice of using another language, in the understanding that "THE AGENCY" will be responsible for the differences that may exist between the contract in Spanish and the contract agreed in a foreign language.

THIRD: INTERMEDIATION: "THE USER-TOURIST" accepts that the intervention of "THE AGENCY" is exclusively as an INTERMEDIARY of the services requested and the PROVIDER OF THE DIRECT SERVICES as a consequence of the INTERMEDIATION. "The USER-TURIST" acknowledges that Ancila Tours S.A. de C.V. and/or Operadora de Aldeas Vacacionales S.A. de C.V. and/or Club Med, Inc. and/or Club Med Amerique du Nord, S.A.S. and/or Club Med Sales, Inc. and/or the owner of the village and/or its licensees. and/or owner of the village and/or its parents and/or subsidiaries and/or affiliates and/or partners and/or executives and/or directors and/or agents and/or employees, disclaim all responsibility for services not rendered as stipulated with the final provider; however, "THE AGENCY" will assist in case of any inconvenience that "THE USER-TURIST" may have during his/her trip.

FOURTH: LIMITS OF LIABILITY OF 'THE AGENCY': "THE AGENCY" informs to the "USER-TOURIST" that if due to FORCE MAJEURE or ACT OF GOD, such as STRIKES, TECHNICAL FAILURES, TERRORISM, CLIMATIC PHENOMENON or ACT OF NATURE occurring BEFORE or DURING the period in

which the tour is provided, Ancila Tours S.A. de C.V. and/or Operadora de Aldeas Vacacionales S.A. de C.V. and/or Club Med, Inc. and/or Club Med Amerique du Nord, S.A.S. and/or Club Med Sales, Inc. and/or owner of the village and/or its parents and/or subsidiaries and/or affiliates and/or partners and/or partners and/or executives and/or directors and/or agents and/or employees, DISCLAIM all LIABILITY for the circumstances expressed. The AGENCY" shall only and exclusively assist "THE USER-TURIST" in the REFUND, being RELEVANT Ancila Tours S.A. de C.V. and/or Operadora de Aldeas Vacacionales S.A. de C.V. and/or Club Med, Inc. and/or Club Med Amerique du Nord, S.A.S. and/or Club Med Sales, Inc. and/or owner of the village and/or its parents and/or subsidiaries and/or affiliates and/or partners and/or executives and/or directors and/or agents and/or employees, from any LIABILITY or COMMITMENT. Likewise Ancila Tours S.A. de C.V. and/or Operadora de Aldeas Vacacionales S.A. de C.V. and/or Club Med, Inc. and/or Club Med Amerique du Nord, S.A.S. and/or Club Med Sales, Inc. and/or owner of the village and/or its parents and/or subsidiaries and/or affiliates and/or partners and/or executives and/or directors and/or agents and/or employees, are hereby RELEASED from LIABILITY for bodily injury, accidents, illness, temporary disability, prolonged disability, fractures, sprains, strains, sprains, death, loss, damage to property, delays, irregularities, loss or damage of personal belongings -among other risks-, that may occur DURING THE PERFORMANCE OF THE SERVICES that may occur to "THE USER-TURIST", due to the fact that "THE AGENCY" is not the FINAL SERVICE PROVIDER that was directly obligated to provide the SERVICES CONTRACTED by "THE USER-TURIST". In this act, "THE USER-TURIST" is hereby informed that in the INTERNET PORTAL www.ancilatours.com there is information related to the TERMS AND CONDITIONS TO WHICH THE SERVICES provided by "THE AGENCY" and that are CONTRACTED by "THE USER-TURIST" are SUBJECTED.

FIFTH: THE USER-TOURIST UNDERTAKES TO:

- a. Comply with the provisions of this Contract
 - b. To make payments in accordance with the terms of this Contract.
 - c. Respect the regulations, rules or conditions established by each of the providers of the Tourist Service contracted through THE AGENCY. Therefore "THE AGENCY" must inform "THE USER-TOURIST" of the most important ones and, consequently, DECLINES and DISCLAIMS from any liability that may arise due to NEGLIGENCE of "THE USER-TOURIST".
 - d. To be diligent, careful and behave in accordance with ethics, morals, good customs and not put others in situations of risk that compromise their safety, health and welfare.
 - e. Report that he/she is in adequate physical and mental condition and that he/she has the necessary experience to perform the contracted activities and that he/she has no illnesses or physical limitations that prevent him/her from doing so, or that may be triggered during the event.
 - f. Accept that if you have an accident while performing the contracted activities through "THE AGENCY", the contracted tourist service providers will provide free assistance through a policy contracted by them, which is specifically limited to first aid by medical personnel; stabilization and transfer to the nearest health center or hospital; and once the amounts of such policy are exhausted, the attention shall be charged to your health insurance or personal assets.
 - g. Accept the publication of images and videos in which "THE USER-TURIST" appears for advertising and marketing purposes, and assume all risks generated in connection with their voluntary participation in the contracted activities.
- In case you do not agree, you must follow the procedure set forth in the PRIVACY NOTICE available at "THE AGENCY" website. <https://www.ancilatours.com/>.
- h. To provide truthful and correct information about the ages, sex, names or surnames of both the User-Tourist and other User-Tourists who accompany or commission him/her to make use of this Site, as well as the complete data and information for the formation of the itinerary and the reservation of the tourist services contracted, releasing Ancila Tours S.A. de C.V. and/or Operadora de Aldeas Vacacionales S.A. de C.V. and/or Club Med, Inc. and/or Club Med Amerique du Nord, S. A.S. and/or Club Med Sales, Inc. and/or owner of the village and/or its parents and/or subsidiaries and/or affiliates and/or partners and/or executives and/or directors and/or agents and/or employees, of any responsibility for changes of itinerary generated by incorrectly provided data, or by any error in the data provided by the User-Tourist such as age, sex, names, surnames, dates, forms of payment, routes, schedules, classes, categories, special conditions, etc., adhering, as the case may be, to the terms and conditions of the contract, in accordance with the cancellation clauses expressed in these Terms and Conditions.

SIXTH: MODIFICATION OF THE ORDER OF THE CONTRACTED SERVICES. "THE AGENCY" reserves the right to modify the ORDER OF THE SERVICES offered in order to provide a better development of the same or for the reasons that justify it, as long as it RESPECTS the QUANTITY and QUALITY of the SERVICES that have been contracted and according to the ITINERARY delivered by "THE AGENCY" to "THE USER-TOURIST". The modification must be with the NOTICE of "THE USER-TOURIST", whatever the cause, which must be proven. Due to situations beyond the control of "THE AGENCY", it is obliged to update the RATES CONSTANTLY and, in extreme cases, there is the possibility that there may be changes in the RATES WITHOUT PRIOR NOTICE due to CONTINGENCIES or FORCE MAJEURE, in these cases, it is possible that the PROVIDER HAS NO WAY OF UPDATING THE RATES QUICKLY. In this way, "THE AGENCY" makes periodic reviews where it is possible that there may be DIFFERENCES between the PRICE PAID for the BOOKING and the PRICE REQUIRED TO USE THE SERVICE, in case there are CHANGES in the RATES, if this results in a LOWER PRICE, that price will be charged and "THE USER-TOURIST" will be REFUNDED the DIFFERENCE; but, if it results in a HIGHER PRICE, one of our CONSULTANTS will contact "THE USER-TOURIST" and inform him/her about the change. If "THE USER-TOURIST" does not agree with the change "THE AGENCY" will REFUND 100% (ONE HUNDRED PERCENT) of the AMOUNT PAID, Ancila Tours S.A. de C.V. and/or Operadora de Aldeas Vacacionales S.A. de C.V. and/or Club Med, Inc. and/or Club Med Amerique du Nord, S. A.S. and/or Club Med Sales, Inc. and/or owner of the village and/or its parents and/or subsidiaries and/or affiliates and/or partners and/or officers and/or directors and/or agents and/or employees, are NOT LIABLE for CLAIMS or INCONVENIENTS arising from the CHANGE OF RATES.

SEVENTH: SALE PRICES OF THE SERVICE. THE PARTIES agree that in the case of EXCURSIONS or PACKAGES, the PRICES shall be presented in MEXICAN PESOS, quoting the EXCHANGE RATE at which the latter are calculated, mentioning that the SELLING PRICE shall be the result of the CONVERSION of the NATIONAL CURRENCY, at the EXCHANGE RATE that results after the hotel has made the corresponding charge for all consequent effects, including REFUNDS.

EIGHTH: THE USER-TOURIST shall make the agreed payment for the tourist service indicated in the Annex to this Contract under the terms and conditions agreed with the hotel.

NINTH: RESERVATIONS OF "THE AGENCY". "THE AGENCY" reserves the right to contract on behalf of "THE USER-TOURIST", the services referred to in this contract precisely in the qualities or categories contracted, unless it is expressly agreed that these will be provided invariably by a particular provider. In the event that the DIRECT SERVICE PROVIDER MODIFIES or ALTERS the ORDER OF SERVICES for another of equivalent quality, if "THE USER-TOURIST" makes use of the service, it will be understood that he/she has consented to such modification and NO REFUND WILL BE PROVIDED.

TENTH: CANCELLATIONS AND CHANGES. "THE USER-TOURIST" may request the cancellation of the contracted service up to 48 (FORTY EIGHT) HOURS before the time of the service without penalty. After this time, only with medical justification. For this purpose, you must communicate by any of the possible ways (instant messaging -whatsapp of the agency-, call, email -excursion.cancun@ancilatours.com-) with the agency.

ELEVENTH: ADDITIONAL AGREEMENTS. Ancila Tours S.A. de C.V. and/or Operadora de Aldeas Vacacionales S.A. de C.V. and/or Club Med, Inc. and/or Club Med Amerique du Nord, S.A.S. and/or Club Med Sales, Inc. and/or owner of the village and/or its parents and/or subsidiaries and/or affiliates and/or partners and/or partners and/or executives and/or directors and/or agents and/or employees, are hereby RELEASED from any LIABILITY derived from ADDITIONAL AGREEMENTS that have been entered into between "THE USER-TOURIST" and the DIRECT SERVICE PROVIDERS.

TWELFTH: PRIVACY NOTICE. Prior to the signing of this Agreement and in compliance with the provisions of the Federal Law for the Protection of Personal Data in Possession of Individuals. THE AGENCY informed THE USER-TURIST of the privacy notice, which is available at www.ancilatours.com as well as the procedure to exercise the rights of access, rectification, cancellation and opposition to the processing of their personal data (hereinafter "ARCO" rights).

THIRTEENTH. CONTRACTING BY ELECTRONIC MEANS. THE PARTIES agree that in lieu of an original handwritten signature, this contract, as well as any consent, approval or other documents related thereto, may be signed through the use of electronic, digital, numeric, alphanumeric, voiceprint, biometric or any other form of signature and that such alternative means of signature and the records to which such signatures are applied shall be deemed for all purposes, including but not limited to, the use of electronic means of signature and the records to which such signatures are applied, biometric or any other form and that such alternative means of signature and the records to which such signatures are applied shall be deemed for all purposes, including but not limited to civil, commercial, consumer protection and NOM-151-SCFI-2016 legislation, to have the same force and effect as the original physical signature of the signing party. If the contract or any other document related thereto is signed by electronic or digital means, THE PARTIES agree that the contract forms and other documents signed in such manner shall be retained and made available to the Consumer, whereby they agree that each and all information sent by the Supplier to the email address provided by the Consumer at the time of entering into this Agreement shall be deemed to have been delivered at the time it is sent, provided that there is confirmation of receipt.

FOURTEENTH: JURISDICTION AND COMPETENCE. The PROCURADURÍA FEDERAL DEL CONSUMER is competent in administrative proceedings to resolve any controversy that may arise regarding the INTERPRETATION or COMPLIANCE of this Legal Instrument. Notwithstanding the foregoing, THE PARTIES submit to the JURISDICTION of the COURTS of CANCUN, QUINTANA ROO, expressly waiving any other jurisdiction that may correspond to them, by reason of their PRESENT or FUTURE ADDRESSES or for any other reason.

FIFTEENTH: There is NO DOLE, BAD FAITH, ERROR OR ANY FAULT WHICH MAY AFFECT OR ALTER THE WILL OF EITHER OR BOTH PARTIES. The present CONTRACT was read for the knowledge of BOTH PARTIES signing it and expressing their full consent; being aware of its contents and scope, it is signed in duplicate for the record, one set being delivered to each party, for the legal effects that may apply.