

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | |
|--|--------------------------------|
| 1. Name of Registrant Miles Partnership, LLLP | 2. Registration Number 7382 |
|--|--------------------------------|

3. Primary Address of Registrant
 6751 Professional Pkwy, Suite 200, Sarasota, FL 34240

| | |
|---|---|
| 4. Name of Foreign Principal Los Cabos Tourism Trust | 5. Address of Foreign Principal Carretera Transpeninsular Km. 4.3 Plaza Providenci, NO. 209 El Tezal, Cabo San Lucas, BCS, CP, Mexico MEXICO 23454 |
|---|---|

6. Country/Region Represented
 MEXICO

7. Indicate whether the foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

| | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |

Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Los Cabos Tourism Trust

b) Name and title of official(s) with whom registrant engages
 Cecilia Ghiraldo Peart

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date | Printed Name | Signature |
|------------|---------------|------------------|
| 03/11/2024 | David Burgess | /s/David Burgess |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

EXECUTION

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Date

Printed Name

Signature

02/12/2024

DAVID BURGESS



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Miles Partnership, LLLP

2. Registration Number
7382

3. Name of Foreign Principal
Los Cabos Tourism Trust

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/01/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles is developing an "Always On" media campaign by working within Google's search engine marketing platform.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles is developing an "Always On" media campaign by working within Google's search engine marketing platform.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

We provide tourism branding and promotion, marketing campaign development, media planning and buying on behalf of client. For instance, Miles is developing an "Always On" media campaign by working within Google's search engine marketing platform.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|------|---------|--------|---------|
|------|---------|--------|---------|

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

| Date | Recipient | Purpose | Amount/Thing of Value |
|------|-----------|---------|-----------------------|
|------|-----------|---------|-----------------------|

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date | Printed Name | Signature |
|------------|---------------|------------------|
| 03/11/2024 | David Burgess | /s/David Burgess |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/12/2024

DAVID BURGESS





CONTRATO NÚMERO FITURCA/GME/CPS/073/2023
SERVICIOS DE PLANEACIÓN Y COMPRA DE MEDIOS
EN EL MERCADO DE ESTADOS UNIDOS DE AMÉRICA,
PARA EL DESTINO LOS CABOS, BAJA CALIFORNIA SUR.

CONTRACT NUMBER FITURCA/GME/CPS/073/2023
PLANNING AND MEDIA PROCUREMENT SERVICES
IN THE U.S. MARKET,
FOR THE DESTINATION OF LOS CABOS, BAJA CALIFORNIA SUR.

CONTRATO DE PRESTACIÓN DE LOS SERVICIOS DE PLANEACIÓN Y COMPRA DE MEDIOS EN EL MERCADO DE ESTADOS UNIDOS DE AMÉRICA, PARA EL DESTINO LOS CABOS, BAJA CALIFORNIA SUR, QUE CELEBRAN POR UNA PARTE, EL FIDEICOMISO DE TURISMO DE LOS CABOS, BANCO SANTANDER MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MÉXICO, EN SU CARÁCTER DE FIDUCIARIA DEL FIDEICOMISO FIDEICOMISO DE TURISMO DE LOS CABOS, REPRESENTADO EN ESTE CONTRATO A TRAVÉS DE LOS LICENCIADOS RODRIGO ESPONDA CASCAJARES Y MAURICIO DE JESÚS PÉREZ SALICRUP, AMBOS EN SU CARÁCTER DE APODERADOS FIDUCIARIOS ESPECIALES, A QUIENES EN LO SUCESIVO Y PARA LOS EFECTOS DE ESTE CONTRATO SE LES DENOMINARÁ COMO "FITURCA"; Y, POR LA OTRA PARTE, COMPARECE EL C. DAVID BURGESS, REPRESENTANDO A LA EMPRESA MILES PARTNERSHIP, LLLP., Y PARA EFECTOS DEL PRESENTE INSTRUMENTO SE LE DENOMINARÁ COMO "EL PROVEEDOR"; QUIENES SE OBLIGAN AL TENOR DE LOS ANTECEDENTES Y CLÁUSULAS SIGUIENTES:

CONTRACT FOR THE PROVISION OF PLANNING AND MEDIA PROCUREMENT SERVICES IN THE UNITED STATES OF AMERICA MARKET, FOR THE DESTINATION OF LOS CABOS, BAJA CALIFORNIA SUR, ENTERED INTO BY FIDEICOMISO DE TURISMO LOS CABOS [THE LOS CABOS TOURISM TRUST], BANCO SANTANDER MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE [MULTIPLE BANKING INSTITUTION], GRUPO FINANCIERO SANTANDER MÉXICO [SANTANDER MEXICO FINANCIAL GROUP], AS TRUSTEE OF TRUST FIDEICOMISO DE TURISMO LOS CABOS, HEREIN REPRESENTED BY MR. RODRIGO ESPONDA CASCAJARES AND MR. MAURICIO DE JESÚS PÉREZ SALICRUP, BOTH IN THEIR CAPACITY AS SPECIAL TRUSTEE ATTORNEYS-IN-FACT, WHO HEREINAFTER AND FOR THE PURPOSES OF THIS CONTRACT WILL BE REFERRED TO AS "FITURCA", AS PARTY OF THE FIRST PART; AND MR. DAVID BURGESS, REPRESENTING THE COMPANY MILES PARTNERSHIP, LLLP. AS PARTY OF THE SECOND PART, WHO, FOR THE PURPOSES HEREOF SHALL BE REFERRED TO AS "THE SUPPLIER"; BOTH PARTIES HEREBY AGREE TO COMPLY WITH THE FOLLOWING BACKGROUND INFORMATION AND CLAUSES:

ANTECEDENTES:

BACKGROUND:

- I. De conformidad con la Ley de Adquisiciones, Arrendamientos y Servicios del Estado de Baja California Sur, se realizó el procedimiento para la Licitación Pública Internacional de carácter presencial número [redacted], relativo a la contratación de los **Servicios de Planeación y Compra de Medios en el mercado de Estados Unidos de América, para el destino Los Cabos, Baja California Sur.**
- II. Que con fecha 24 de noviembre de 2023, el Fideicomiso de Turismo de Los Cabos, publicó la correspondiente Convocatoria para la contratación de los **Servicios de Planeación y Compra de Medios en el mercado de Estados Unidos de América, para el destino Los Cabos, Baja California Sur**, en el Sistema *Compranet-BCS*, visible en el link: <http://compranet.bcs.gob.mx>, así como, en el periódico de mayor circulación en el Estado.
- III. Que el 6 de diciembre de 2023, se llevó a cabo la Junta de Aclaraciones prevista en el artículo 39 fracción II de la Ley de Adquisiciones, Arrendamientos y Servicios del Estado de Baja California Sur, siendo la fecha límite para adquirir las bases de la licitación ese mismo día, hasta las 18:00 horas.
- IV. Que con fecha 11 de diciembre de 2023, en la Sala de Juntas de este Fideicomiso, se llevó a cabo la entrega y presentación de las Propuestas Técnicas y Económicas, de igual forma, la Apertura de las Propuestas Técnicas, recibiendo para su análisis y evaluación la documentación de los licitantes que participaron como se hizo constar en el Acta respectiva.

- I. In accordance with the Law on Procurement, Leases and Services of the State of Baja California Sur, the in-person International Public Tender procedure number [redacted] was carried out, regarding the contracting of the **Planning and Media Procurement Services in the United States of America market for the destination of Los Cabos, Baja California Sur.**
- II. On November 24, 2023, Fideicomiso de Turismo Los Cabos published the corresponding Invitation to tender for the contracting of the **Planning and Media Procurement Services in the United States of America market, for the destination of Los Cabos, Baja California Sur**, in the *Compranet-BCS* System, on the link: <https://compranet.bcs.gob.mx>, as well as in the most widely circulated newspaper of the State.
- III. That the Clarification Meeting provided for in Article 39 section II of the Law on Procurement, Leases and Services of the State of Baja California Sur was held on December 6, 2023, and the deadline to acquire the bidding terms and conditions expired on that same day, at 6:00 p.m.

IV. That on December 11, 2023, in the Meeting Room of this Fideicomiso, the submission and presentation of the Technical and Economic Proposals was carried out, and the Call for Technical Proposals was opened, receiving for its analysis and evaluation the documentation of the bidders who participated as stated in the respective Minutes.

[Handwritten signatures and initials]



CONTRATO NÚMERO FITURCA/GME/CPS/073/2023
 SERVICIOS DE PLANEACIÓN Y COMPRA DE MEDIOS
 EN EL MERCADO DE ESTADOS UNIDOS DE AMÉRICA,
 PARA EL DESTINO LOS CABOS, BAJA CALIFORNIA SUR.

CONTRACT NUMBER FITURCA/GME/CPS/073/2023
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V. Se evaluaron únicamente las proposiciones que cumplieron con los documentos y requisitos exigidos en las bases y sus anexos, mediante el mecanismo de puntos y porcentajes.

VI. Que el día 15 de diciembre de 2023, se emitió el Dictamen Técnico de la Evaluación de Documentación de las Propuestas Técnicas y Apertura de Propuestas Económicas, de conformidad con lo establecido en las Bases.

VII. Que con fecha 21 de diciembre de 2023, en la Sala de Juntas de "FITURCA" se celebró el Acto de Fallo, procediéndose a notificar el resultado a todos los licitantes.

VIII. Como resultado del fallo se adjudicó a "EL PROVEEDOR": MILES PARTNERSHIP, LLLP., toda vez que la oferta presentada resultó la más solvente, porque cumplió con los requisitos legales, técnicos y económicos establecidos en las bases y sus anexos.

DECLARACIONES:

1. De "FITURCA":

- 1.1. Que es un fideicomiso que fue constituido conforme al amparo de la Ley de Instituciones de Crédito y de la Ley de Títulos y Operaciones de Crédito de los Estados Unidos Mexicanos, estando autorizado dentro de su objeto el llevar a cabo operaciones fiduciarias, así como, la celebración de todo tipo de contratos, convenios y acuerdos en donde "FITURCA" tenga como finalidad el promover la actividad turística y recreativa en favor del Municipio de Los Cabos, Baja California Sur, México.
- 1.2. Que los Apoderados Fiduciarios Especiales que en este acto participan acreditan su personalidad y las facultades con las que comparecen con la Escritura Pública número 53,173, Volumen 713, datada el 23 de enero de 2017, así como, la Escritura Pública número 65,747, Volumen 610, fechada el 4 de enero del 2022, respectivamente, ambas otorgadas ante la fe del Notario Público Número 13 de la Ciudad de Tijuana, Baja California, manifestando bajo protesta de decir verdad que las facultades que les confieren dichos instrumentos no les han sido limitadas o revocadas en forma alguna.
- 1.3. Que "FITURCA", manifiesta que a la fecha cuenta con los recursos suficientes para cubrir las erogaciones que se deriven de este contrato. No obstante lo anterior, Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México, NO responderá en lo personal ni con sus bienes en caso de que no hubiere recursos suficientes dentro del patrimonio fideicomitado para

V. Only the proposals that complied with the documents and requirements required in the bidding terms and conditions and the annexes thereto were evaluated, using the points and percentages mechanism.

VI. That on December 15, 2023, a Technical Evaluation Opinion was issued on the Technical Proposal Documentation and the Call for Financial Proposals, in accordance with the provisions of the Bidding Requirements.

VII. That on December 21, 2023, in the Meeting Room of "FITURCA," the Award Ceremony was held, and all bidders were notified of the result.

VIII. As a result of the decision, the project was awarded to "THE SUPPLIER": MILES PARTNERSHIP, LLLP., given that the bid submitted was the most solvent and because it complied with the legal, technical and economic requirements established in the bidding terms and conditions and their annexes.

REPRESENTATIONS:

1. "FITURCA" represents as follows:

- 1.1. That it is a trust created under the Credit Institutions Act and the Credit Securities and Operations Act of the United Mexican States, and authorized under its purpose to carry out trust operations, as well as to execute all types of contracts, arrangements and agreements where the purpose of "FITURCA" is to promote tourism and recreational activities in favor of the Municipality of Los Cabos, Baja California Sur, Mexico.
- 1.2. That the Special Trustee Attorneys-in-Fact participating herein have evidenced identities and the powers granted to them to such effect in the Public Deed number 53,173, Volume 713, dated January 23, 2017, as well as Public Deed number 65,747, Volume 610, dated January 4, 2022, respectively, both executed before Notary Public Number 13 of the City of Tijuana, Baja California, and stated under oath that the powers conferred upon them by said instruments have not been limited or revoked in any way.
- 1.3. That "FITURCA" hereby declares that, to date, it has sufficient resources to cover the disbursements arising from this contract. Notwithstanding the foregoing, Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México, will NOT be liable either personally or out of its assets, in the event that there are insufficient funds to pay for the services out of the trust assets, but will be



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el pago de los servicios sino que responderá hasta donde basten y alcancen los recursos propios de "FITURCA", asimismo Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México, NO será responsable de los daños y perjuicios que se generen si aún habiendo recursos suficientes no se emiten las cartas de instrucción correspondientes.

liable only to the extent that "FITURCA's" own funds suffice. Moreover, Banco Santander México, S.A., Institución de Banca Múltiple, Grupo Financiero Santander México, will NOT be liable for any damages and losses incurred if, even if sufficient resources exist, the corresponding letters of instruction are not issued.

1.4. "FITURCA" señala como su domicilio legal en el ubicado en las oficinas administrativas con domicilio en el Kilómetro 4.3 Carretera Transpeninsular Cabo San Lucas – San José del Cabo, Fracción I, Lote No. 05, Colonia El Tezal, Plaza Providencia, Segundo Piso, local 209 y 210, Código Postal 23454, en la Ciudad de Cabo San Lucas, Municipio de Los Cabos, Baja California Sur, México.

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

1.5. "FITURCA" declara que su Registro Federal de Contribuyentes es [redacted]

1.5. "FITURCA" declares that its Federal Register of Taxpayers number is [redacted]

2. De "EL PROVEEDOR" MILES PARTNERSHIP, LLLP.:

2. "THE SUPPLIER" MILES PARTNERSHIP, LLLP.:

2.1. Que es una Sociedad Limitada constituida debidamente conforme a las leyes del Estado de Florida, Estados Unidos de América, bajo el número A16000000417, desde el 29 de noviembre de 2005; señalando como domicilio el ubicado en 6751 Professional Parkway, Suite 200, Sarasota, Florida, 34240 Estados Unidos de América, mismo que autoriza para oír y recibir todo tipo de notificaciones.

2.1. That it is a Limited Liability Company duly incorporated under the laws of the State of Florida, United States of America, under number A16000000417, as of November 29, 2005; that, registered office is located at 6751 Professional Parkway, Suite 200, Sarasota, Florida, 34240, United States of America, where at all notices will be duly served.

2.2. Que el C. David Burgess, en su carácter de Apoderado Legal, manifiesta que cuenta con las facultades y atribuciones suficientes para obligar a su representada.

2.2. That Mr. David Burgess, in his capacity as Legal Representative, states that he has sufficient powers and authority to bind his client.

2.3. Que su registro ante el Gobierno de Estados Unidos de América es bajo el número Taxpayer Identification Number (TIN) [redacted]

2.3. That it is registered with the Government of the United States of America under Taxpayer Identification Number (TIN) [redacted]

2.4. Que manifiesta bajo protesta de decir verdad que ni su apoderado legal, socios, directivos, ni alguna de las personas que intervendrán con el objeto del presente contrato, se encuentran en alguno de los supuestos establecidos en los artículos 39 fracción XXV y 61 de la Ley de Adquisiciones, Arrendamientos y Servicios del Estado de Baja California Sur.

2.4. That he declares, under oath, that neither its legal representative, shareholders, directors, nor any of the persons who will participate in the fulfillment of the purpose of this contract, fall under any of the cases established in Articles 39 section XXV and 61 of the Law on Procurement, Leases and Services of the State of Baja California Sur.

2.5. Asimismo, manifiesta bajo protesta de decir verdad que ni su apoderado legal, socios y directivos que intervendrán con el objeto del presente contrato, se encuentran en el supuesto establecido en el artículo 49, fracción IX de la Ley General de Responsabilidades Administrativas.

2.5. Likewise, he states under oath that neither its legal representative, shareholders and directors who will participate in the fulfillment of the purpose of this contract fall under the cases established in Article 49, Section IX of the General Law of Administrative Responsibilities.

2.6. Que cuenta con los conocimientos, organización,

2.6. That it has the knowledge, organization, systems,

[Handwritten signature]

[Handwritten initials]



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sistemas, personal y experiencia necesarios para prestar los servicios objeto del presente contrato.

personnel and experience necessary to provide the services subject matter of this contract.

2.7. Que reconoce que todos y cada uno de los documentos que formaron parte de la licitación (Convocatoria, Bases, Propuesta Técnica, Económica y sus Anexos) son parte del presente contrato y deberán acatarse en todos y cada unos de los términos establecidos en esta.

2.7. That it acknowledges that each and every one of the documents that were part of the tender (Invitation to tender, Bidding Terms and Conditions, Technical and Economic Proposals and the Annexes thereto) are part of this contract and must comply with each and every one of the terms established herein.

2.8. Que reconoce que el presupuesto autorizado para la ejecución del presente instrumento jurídico proviene del Impuesto sobre la Prestación de Servicio de Hospedaje, por lo que el monto asignado en la licitación, al tratarse de un contrato abierto puede variar de conformidad con la cláusula SEGUNDA del presente instrumento, entre el monto máximo y mínimo de acuerdo con los servicios devengados y las necesidades que surjan de la prestación del mismo.

2.8. That it acknowledges that the budget authorized for the execution of this legal instrument arises from the Tax on the Provision of Accommodation Services. Thus, the amount assigned in the tender, since it is an open contract, may vary in accordance with the clause TWO of this legal instrument, between the maximum and minimum amount, according to the services accrued and the needs arising from the provision thereof.

Por lo antes manifestado, las partes contratantes, sabedoras de su contenido y alcance legal, así como los derechos y obligaciones que se desprenden del presente contrato, se sujetarán a las siguientes:

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:

CLÁUSULAS:

CLAUSES:

PRIMERA.- OBJETO. El objeto consiste en la contratación de los Servicios de Planeación y Compra de Medios en el mercado de Estados Unidos de América, para el destino Los Cabos, Baja California Sur, en los términos y condiciones que se precisan en el presente Contrato y su Anexo Técnico, en donde se señala la descripción pormenorizada del servicio.

ONE.- PURPOSE. The purpose hereof consists of contracting the Planning and Media Procurement Services in the United States of America Market, for the destination of Los Cabos, Baja California Sur, under the terms and conditions specified in this Contract and its Technical Annex, which contains a detailed description of the service.

SEGUNDA.- IMPORTE A PAGAR. El monto a pagar es del 11.5% (ONCE PUNTO CINCO POR CIENTO), por concepto de Honorarios, sobre de la cantidad total que sea adquirida y comprobada por "EL PROVEEDOR", que no podrá ser inferior a \$100'000,000.00 (CIEN MILLONES DE PESOS 00/100 M.N.) y no mayor a \$140'000,000.00 (CIENTO CUARENTA MILLONES DE PESOS 00/100 M.N.); que se desglosará de conformidad con el Anexo Técnico del presente instrumento jurídico.

TWO.- AMOUNT TO BE PAID. The amount to be paid is 11.5% (ELEVEN POINT FIVE PERCENT) for Fees, on the total amount that is acquired and verified by "THE SUPPLIER," which may not be less than \$100,000,000.00 (ONE HUNDRED MILLION 00/100 MEXICAN PESOS) and not more than \$140,000,000.00 (ONE HUNDRED FORTY MILLION 00/100 MEXICAN PESOS); which will be broken down in accordance with the Technical Annex hereof.

En el presente contrato no se consideran anticipos.

No advances are considered in this contract.

TERCERA.- CONDICIONES DE PAGO. El pago del servicio se realizará devengado, una vez que se hubiese autorizado el Plan de Trabajo por parte del Administrador del Contrato y con previa validación de los entregables que al efecto se especifiquen en el mismo.

THREE.- PAYMENT TERMS. Payment for the service will be made as accrued, once the Work Plan has been authorized by the Contract Administrator and after the prior validation of the deliverables specified therein for this purpose.

La fecha de pago no podrá exceder de 15 (quince) días naturales contados a partir de la entrega del CFDI que cumpla con los requisitos fiscales, según lo estipulado en los artículos

The payment date may not exceed 15 (fifteen) calendar days, counted from the delivery of the CFDI (Comprobante Fiscal Digital por Internet [Internet Digital Tax Receipt]) that meets the tax requirements, as stipulated in Articles



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29 y 29 A del Código Fiscal de la Federación, previa prestación del servicio en los términos contratados.

Para iniciar el trámite de pago, "EL PROVEEDOR" deberá entregar al Administrador del Contrato, la factura por la prestación del servicio, adjuntando en caso de aplicar el comprobante de pago por concepto de penas convencionales a favor de "FITURCA", así como, todas las facturas y soportes de gastos a terceros efectuados.

El pago se efectuará a través de transferencia electrónica a la cuenta bancaria que indique "EL PROVEEDOR".

CUARTA.- VIGENCIA. La vigencia del presente contrato es del 1 de enero de 2024 al 31 de diciembre de 2025, equivalente a 730 días naturales.

QUINTA.- PLAZO, LUGAR Y CONDICIONES PARA LA PRESTACIÓN DEL SERVICIO. "EL PROVEEDOR" deberá proporcionar el servicio en los plazos, términos y condiciones que se precisan en el Anexo Técnico del presente acuerdo de voluntades.

SEXTA.- ADMINISTRACIÓN DEL CONTRATO. La responsable de administrar y vigilar el cumplimiento del presente contrato es la C. Cecilia Ghirardo Peart, Gerente de Mercadotecnia de "FITURCA" y, en su caso, quien ocupe dicho cargo durante la vigencia de este instrumento legal; además, señala como domicilio para los efectos del presente contrato, el ubicado en Carretera Transpeninsular Km. 4.3 Fracción I Lote 5 Plaza Providencia, Local 209 – 210, Colonia El Tezal, en Cabo San Lucas, Municipio de Los Cabos, Baja California Sur, México, Código Postal 23454.

La responsable de administrar y vigilar el presente contrato deberá informar por escrito, a "EL PROVEEDOR", lo siguiente:

1. Oficio de aceptación de la prestación del servicio, y constancia de cumplimiento de las obligaciones contractuales a fin de dar inicio a la cancelación de la garantía de cumplimiento.
2. En caso de aplicar: los atrasos e incumplimientos, el cálculo de las penas convencionales y deducciones correspondientes, anexando los documentos probatorios del incumplimiento en que incurra "EL PROVEEDOR".
3. Evaluación de "EL PROVEEDOR", en su caso.

SÉPTIMA.- GARANTÍA DE CUMPLIMIENTO. "EL PROVEEDOR" deberá presentar la garantía de cumplimiento del contrato, esta se constituirá en favor de "FITURCA" por la cantidad correspondiente al 10% (diez por ciento) del monto máximo total del contrato, la cual será en pesos mexicanos, sin incluir el Impuesto al Valor Agregado y tendrá una vigencia hasta la total aceptación por parte del Administrador del

29 and 29 A of the Federal Tax Code, after the provision of the service under the contracted terms.

In order to initiate the payment process, "THE SUPPLIER" must deliver to the Contract Administrator the invoice for the provision of the service. It must attach, if applicable, the proof of payment for contractual penalties in favor of "FITURCA," as well as all invoices and supporting expenses made to third parties.

Payment will be made by electronic transfer to the bank account indicated by "THE SUPPLIER".

FOUR.- VALIDITY. This agreement is valid from January 1, 2024 to December 31, 2025, equivalent to 730 calendar days.

FIVE.- TERM, PLACE AND CONDITIONS FOR THE PROVISION OF THE SERVICE. "THE SUPPLIER" must provide the service within the deadlines, terms and conditions specified in the Technical Annex of this agreement.

SIX.- MANAGEMENT OF THE CONTRACT. The person responsible for administering and monitoring the fulfillment of this contract is Mrs. Cecilia Ghirardo Peart, Marketing Manager of "FITURCA" and, as appropriate, the person who occupies said position during the effective term hereof; furthermore, to the effects hereto, she states that her domicile is located at Carretera Transpeninsular Km. 4.3 Fracción I Lote 5 Plaza Providencia, Local 209 – 210, Colonia El Tezal, in the City of Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico, post code 23454.

The person responsible for managing and monitoring this contract must inform the following to "THE SUPPLIER" in writing:

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 performance bond.
2. If applicable: any delays and defaults, the calculation of the corresponding contractual penalties and deductions, attaching the documents evidencing the default incurred by "THE SUPPLIER".
3. Evaluation of "THE SUPPLIER," if applicable.

SEVEN.- PERFORMANCE BOND. "THE SUPPLIER" must submit a contractual performance bond to be issued in favor of "FITURCA" for the amount corresponding to 10% (ten percent) of the total maximum amount of the contract, and in Mexican pesos, excluding the Value Added Tax. It shall be valid until full acceptance by the Contract Administrator with respect to the provision of the

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Contrato respecto de la prestación de los **Servicios de Planeación y Compra de Medios en el mercado de Estados Unidos de América, para el destino Los Cabos, Baja California Sur**; deberá presentar la garantía en alguna de las formas previstas a continuación:

- I. Mediante póliza de fianza otorgada por institución autorizada por la SHCP;
- II. Con carta de crédito irrevocable, expedida por institución de crédito autorizada conforme a las disposiciones legales aplicables; o,
- III. Con cheque de caja o certificado expedido a favor de "FITURCA".

La garantía será liberada mediante escrito a la Institución emisora, el cual deberá señalar de manera expresa, la autorización para su cancelación, en el momento en que "EL PROVEEDOR" demuestre haber cumplido con la totalidad de las obligaciones adquiridas en el contrato y a entera satisfacción de "FITURCA".

OCTAVA.- PENAS CONVENCIONALES. En caso de que "EL PROVEEDOR" incurra en algún atraso y/o deficiencia en la prestación del servicio conforme a las condiciones pactadas en el Contrato y el Anexo Técnico, estará sujeto a que "FITURCA" aplique las siguientes penas convencionales, las cuales no deberán exceder el monto máximo de la garantía de cumplimiento presentada:

El equivalente al 1% del monto máximo del contrato, en los siguientes supuestos:

- Cuando por causas imputables a "EL PROVEEDOR", no se hubiera prestado alguno de los servicios o actividades consideradas en el Anexo Técnico.
- Cuando "EL PROVEEDOR" de manera unilateral hubiera ejecutado algún servicio o actividad no considerado en el Anexo Técnico o sin la aprobación del Administrador del Contrato de "FITURCA" conforme a los supuestos y términos detallados en el mismo.
- Cuando "EL PROVEEDOR" a solicitud de "FITURCA", en un plazo no mayor a tres días hábiles, no lleve a cabo la sustitución o relevo de ejecutivos que den servicio a la cuenta, cuando "FITURCA" hubiera identificado omisiones, incumplimientos o deficiencias en la capacidad del personal para prestar los servicios adecuadamente.
- Cuando "EL PROVEEDOR" requiera realizar el relevo de algún ejecutivo por cuenta propia, sin informar al Administrador del Contrato designado por "FITURCA", con 5 días hábiles de anticipación.

Planning and Media Procurement Services in the United States of America's market to the destination of Los Cabos, Baja California Sur. Such bond must be submitted in one of the following ways:

- I. By means of a bond policy issued by an institution authorized by the SHCP (*Secretaría de Hacienda y Crédito Público* [Ministry of Finance and Public Credit]);
- II. By means of an irrevocable letter of credit, issued by an authorized credit institution, in accordance with the applicable legal provisions; or
- III. By means of a cashier's check or certificate issued in favor of "FITURCA".

The guarantee will be released in writing to the issuing Institution, which must expressly indicate the authorization for its cancellation, at the time that "THE SUPPLIER" proves that it has fulfilled all the obligations assumed under the contract and to the full satisfaction of "FITURCA".

EIGHT.- CONTRACTUAL PENALTIES. In the event that "THE SUPPLIER" incurs a delay and/or deficiency in the provision of the service, as per the conditions agreed upon in the Contract and the Technical Annex, "FITURCA" will be entitled to apply the following contractual penalties, which must not exceed the maximum amount of the performance bond:

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

- When, for reasons attributable to "THE SUPPLIER", any of the services or activities contemplated in the Technical Annex have not been provided.
- When "THE SUPPLIER" has unilaterally performed a service or activity not included in the Technical Annex or has done so without the approval of the "FITURCA" Contract Administrator, in accordance with the assumptions and terms set forth therein.
- When "THE SUPPLIER", at the request of "FITURCA," does not replace or relieve executives who service the account within a term not to exceed three business days, when "FITURCA" has identified omissions, defaults or deficiencies in the capacity of the staff to properly provide their services.
- When "THE SUPPLIER" requires the replacement of an executive on its own behalf and does not inform the Contract Administrator designated by "FITURCA", 5 business days in advance.



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El equivalente a la tasa de recargos por mora publicada en la Ley de Ingresos de la Federación vigente en el año de ejecución de los servicios expresada de manera diaria (tasa mensual de recargos por mora / 30 días) en los siguientes supuestos:

- Por cada día de retraso en la prestación de los servicios o actividades conforme a los plazos establecidos en el Anexo Técnico.
- Por cada día de retraso en la remisión de la comprobación conforme a los plazos establecido en el contrato.

NOVENA.- DEDUCCIONES. "FITURCA" estará en posibilidad de aplicar deducciones a los pagos que realice a "EL PROVEEDOR" conforme a las siguientes reglas:

- Cuando identifique la prestación parcial o deficiente de algún servicio hasta por el costo del mismo en las facturaciones subsecuentes incluyendo las penas convencionales correspondientes que se hubieran determinado conforme al numeral anterior.
- Cuando se apliquen penalizaciones derivadas de cualquiera de los supuestos referidos en el numeral anterior.

En caso de que "FITURCA" no esté en posibilidad de aplicar las deducciones correspondientes, "EL PROVEEDOR" deberá realizar el reintegro de los servicios no realizados o realizados deficientemente, así como, las penalizaciones respectivas, caso contrario, "FITURCA" estará en posibilidad de solicitar la aplicación de la garantía de cumplimiento, sin perjuicio de las demás sanciones a que se haga sujeto "EL PROVEEDOR" de conformidad con lo establecido en la Ley de Adquisiciones, Arrendamientos y Servicios del Estado de Baja California Sur, en las presentes bases, el Anexo Técnico y el contrato.

DÉCIMA.- TERMINACIÓN ANTICIPADA. "FITURCA" podrá dar por terminado anticipadamente el contrato en los siguientes supuestos:

- I. Por caso fortuito o fuerza mayor;
- II. Cuando por causas justificadas se extinga la necesidad de requerir los servicios originalmente contratados;
- III. Cuando se determine la nulidad de los actos que dieron origen al contrato, con motivo de la resolución de una inconformidad o intervención de oficio emitida por la Contraloría General del Estado;
- IV. Cuando el Administrador del Contrato justifique mediante dictamen que la continuidad del contrato contraviene los intereses del "FITURCA";
- V. Por declaratoria de emergencia sanitaria por pandemia que altere las circunstancias normales de la ejecución de las obligaciones contraídas y que

The equivalent of late fees published in the Federation Income Law in force for the year the services are performed, 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 Technical Annex.
- For each day of delay in sending the verification, according to the deadlines established in the contract.

NINE.- DEDUCTIONS. "FITURCA" shall be entitled to make deductions from the payments made to "THE SUPPLIER" in accordance with the following rules:

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

In the event that "FITURCA" is unable to make the corresponding deductions, "THE SUPPLIER" must reimburse the services not performed or poorly performed, as well as pay the respective penalties. Otherwise, "FITURCA" will be able to request the foreclosure of the performance bond, without prejudice to any other penalties to which "THE SUPPLIER" is subject, as per the provisions set forth in the Law on Procurement, Leases and Services of the State of Baja California Sur, on these bidding requirements, the Technical Annex and the contract.

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

- I. For the occurrence of any act of God or force majeure event;
- II. When for just cause, the need to require the services originally contracted is extinguished;
- III. When the acts that gave rise to the contract are declared null and void, as a result of the resolution of a breach or ex-officio intervention issued by the Comptroller General of the State;
- IV. When the Contract Administrator demonstrates, by means of an opinion, that the continuity of the contract contravenes the interests of "FITURCA";
- V. In the event of a declared health emergency due to a pandemic that alters the normal circumstances of the execution of the contracted



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impliquen o traigan como consecuencia un cumplimiento parcial, tardío o defectuoso.

obligations, and which would imply or result in partial, late or defective compliance.

DÉCIMA PRIMERA.- RESCISIÓN ADMINISTRATIVA. "FITURCA" podrá en cualquier momento rescindir administrativamente el contrato que se formalice, en caso de que por causas imputables a "EL PROVEEDOR" incumpla con cualquiera de las obligaciones establecidas en el contrato, como es el caso de los siguientes supuestos:

- a) Si deja de sostener el precio establecido en su oferta económica;
- b) Si durante la vigencia del contrato, "FITURCA" corrobora que "EL PROVEEDOR" proporcionó información falsa, relacionada con su documentación legal y/o sus ofertas;
- c) Si el monto calculado de la pena convencional excede el monto de la garantía de cumplimiento;
- d) Si "EL PROVEEDOR" incumple con cualquiera de las obligaciones establecidas en el contrato;
- e) Si "EL PROVEEDOR" incumple con cualquiera de las obligaciones establecidas en los anexos de las Bases, correspondiente a la información contenida en el Anexo II, la Propuesta Técnica y Económica;
- f) Si no presenta la garantía de cumplimiento de contrato, en los términos establecidos en el apartado VII numeral 7 en el numeral de la Convocatoria; y,
- g) Cuando la autoridad competente lo declare en concurso mercantil, o bien se encuentre en cualquier otra situación que afecte su patrimonio en tal forma que le impida cumplir con las obligaciones asumidas en el contrato.

DÉCIMA SEGUNDA.- SUSPENSIÓN TEMPORAL DEL CONTRATO. "FITURCA" podrá suspender temporalmente, en todo o en parte, la ejecución del contrato por cualquier causa justificada determinando la temporalidad de esta, previo dictamen que emita el Administrador del Contrato en el que se justifique tal situación.

DÉCIMA TERCERA.- TRANSFERENCIA DE DERECHOS. "EL PROVEEDOR" no podrá transferir los derechos y obligaciones derivados del presente contrato, con excepción de los derechos de cobro, en cuyo caso se deberá contar con el consentimiento expreso y por escrito por parte de "FITURCA".

DÉCIMA CUARTA.- IMPUESTOS Y DERECHOS. Los impuestos y derechos que se generen con motivo del servicio objeto del presente contrato correrán por cuenta de "EL PROVEEDOR" trasladando a "FITURCA" únicamente el Impuesto al Valor Agregado de acuerdo a la legislación fiscal vigente.

DÉCIMA QUINTA.- CONFIDENCIALIDAD. "EL PROVEEDOR" no podrá divulgar ningún tipo de información relacionada con el presente contrato, y tampoco podrá utilizarla en su beneficio o de terceros, sin la previa autorización expresa y por escrito de "FITURCA".

ELEVEN.- ADMINISTRATIVE TERMINATION. "FITURCA" may at any time administratively terminate the subscribed contract in the event that "THE SUPPLIER," for reasons attributable to 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 maintain the price established in its economic offer;
- b) If, during the effective term of the contract, "FITURCA" corroborates that "THE SUPPLIER" provided false information in its legal documentation and/or offers;
- c) If the calculated amount of the contractual 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 Bidding Terms and Conditions, corresponding to the information contained in Annex II, the Technical and Economic Proposal;
- f) If it fails to submit the contractual performance bond under the terms established in section VII, paragraph 7 of the Invitation to tender; and,
- g) When the competent authority declares it in bankruptcy, or if another situation affects its assets in such a way as to prevent it from complying with the obligations assumed in the contract.

TWELVE.- TEMPORARY SUSPENSION OF THE CONTRACT. "FITURCA" may temporarily suspend, in whole or in part, the performance of the contract, for any justified reason by determining the temporary nature thereof, subject to the prior opinion given by the Contract Administrator justifying such situation.

THIRTEEN.- TRANSFER OF RIGHTS. "THE SUPPLIER" may not transfer the rights and obligations derived from this contract, except for the collection rights, in which case it will require the express written consent of "FITURCA".

FOURTEEN.- TAXES AND DUTIES. The taxes and duties generated as a result of the service subject matter hereof will be borne by "THE SUPPLIER," and "FITURCA" will be liable only for the Value Added Tax in accordance with the current tax legislation.

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



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DÉCIMA SEXTA.- RESPONSABILIDAD LABORAL. "FITURCA" y "EL PROVEEDOR" convienen en que "FITURCA", no adquiere ninguna obligación de carácter laboral para con "EL PROVEEDOR", ni para con los trabajadores que el mismo contrate para la realización del objeto del presente instrumento jurídico, toda vez que dicho personal depende exclusivamente de "EL PROVEEDOR".

"EL PROVEEDOR" reconoce que funge como patrón de todos y cada uno de los empleados, trabajadores, sub-proveedores, técnicos y demás personal que asigne a la ejecución de los trabajos objeto de este contrato, por lo que en ningún caso se podrá interpretar o tomar a "FITURCA" como patrón subsidiario o sustituto, obligándose "EL PROVEEDOR" a manifestar lo anterior ante cualquier tribunal que demande cualquier prestación a "FITURCA" con motivo de la prestación de los servicios consignados en este instrumento, debiendo sacar a "FITURCA" a paz y a salvo de cualquier reclamación, o cubriéndole cualquier erogación que se viera en la necesidad de realizar "FITURCA" si "EL PROVEEDOR" no cumpliera con lo pactado.

Consecuentemente, releva expresamente a "FITURCA" de toda responsabilidad penal, laboral, civil o de cualquier otra índole, derivada de las relaciones de trabajo con sus trabajadores y en todo caso se obliga a sacar en paz y a salvo a "FITURCA", en todo tiempo y lugar, de cualquier reclamación, demanda, conflicto que sufriera de parte de alguno de los trabajadores o ex trabajadores de "EL PROVEEDOR" o de los terceros que "EL PROVEEDOR" emplee en la prestación del servicio objeto de este contrato, obligándose asimismo a rembolsar a "FITURCA" cualquier erogación que hubiese realizado para solventar todo conflicto con alguno de éstos.

DÉCIMA SÉPTIMA.- INCREMENTOS Y MODIFICACIONES. "FITURCA" podrá dentro de su presupuesto aprobado y disponible, bajo su responsabilidad y por razones fundadas y motivadas, acordar el incremento del contrato mediante modificaciones, siempre que estas no rebasen, en conjunto el 20% del monto máximo establecidos originalmente.

Igual porcentaje se aplicará a las modificaciones que por ampliación y vigencia, se hagan de los contratos de servicios, cuya prestación se realice de manera continua y reiterada.

Cualquier modificación al presente contrato se establecerá por escrito y por mutuo consentimiento de las partes mediante la formalización de un Convenio Modificatorio.

DÉCIMA OCTAVA.- VICIOS DEL CONSENTIMIENTO. "FITURCA" y "EL PROVEEDOR" reconocen que en la celebración del presente contrato no ha mediado error, dolo, lesión, violencia, mala fe, ni vicio alguno del consentimiento que pudiera invalidarlo o nulificarlo.

DÉCIMA NOVENA.- NOTIFICACIONES. Todas las notificaciones entre las partes se harán por escrito en los

SIXTEEN.- LABOR RESPONSIBILITIES. "FITURCA" and "THE SUPPLIER" agree that "FITURCA" does not acquire any labor obligation to "THE SUPPLIER" or to the workers it hires to fulfill the purpose hereof, because such personnel depends exclusively on "THE SUPPLIER".

"THE SUPPLIER" acknowledges that it acts as the employer of each and every one of the employees, workers, sub-contractors, technicians and other personnel assigned to the performance of the works subject matter hereof. Thus, in no case may "FITURCA" be construed or understood as a subsidiary or substitute employer. "THE SUPPLIER" undertakes to assert the foregoing before any court that demands any statement from "FITURCA" on the provision of the services established herein, and it must hold "FITURCA" harmless from any claim or from covering any disbursement that "FITURCA" must make if "THE SUPPLIER" fails comply with the provisions agreed upon herein.

Consequently, it expressly relieves "FITURCA" from any criminal liability of a labor, civil or other nature derived from the labor relationships with its workers. In any case, it undertakes to hold "FITURCA" harmless, all the time and everywhere, from any claim, complaint or dispute suffered by any of the workers or former workers of "THE SUPPLIER" or the third parties that "THE SUPPLIER" hires to provide the service subject matter hereof. It also undertakes to reimburse "FITURCA" for any disbursement that it makes to settle any conflict with any of them.

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

The same percentage shall be applied to the modifications made to service contracts due to extension and validity thereof, the rendering of which is performed continuously and repeatedly.

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

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

NINETEEN.- NOTICES. All notices between the parties shall be made in writing and sent to the addresses



CONTRATO NÚMERO FITURCA/GME/CPS/073/2023
SERVICIOS DE PLANEACIÓN Y COMPRA DE MEDIOS
EN EL MERCADO DE ESTADOS UNIDOS DE AMÉRICA,
PARA EL DESTINO LOS CABOS, BAJA CALIFORNIA SUR.

CONTRACT NUMBER FITURCA/GME/CPS/073/2023
PLANNING AND MEDIA PROCUREMENT SERVICES
IN THE U.S. MARKET,
FOR THE DESTINATION OF LOS CABOS, BAJA CALIFORNIA SUR.

domicilios señalados en el apartado de Declaraciones del presente contrato, y en caso de que alguno cambie de domicilio, se obliga a comunicarlo por escrito con 5 (cinco) días naturales de anticipación, en la inteligencia que de no hacerlo serán válidas las que se practiquen en los domicilios antes señalados.

indicated in the Representations section of this agreement. In the event that any of the parties changes its address, it agrees to give notice in writing five (5) calendar days in advance, on the understanding that should it fail to do so, any notices given at the addresses indicated above shall be valid.

VIGÉSIMA.- CASO FORTUITO O FUERZA MAYOR. Cuando se presenten situaciones imprevistas por caso fortuito o fuerza mayor, como pueden ser: alerta de enfermedades o epidemias, alerta de viaje y/o seguridad, desastres naturales, conflictos en transportes aéreos, actos civiles o de desorden, situaciones fuera del alcance o que afecten la llegada normal de turistas al destino y que pudieran tener un impacto negativo en la recaudación del Impuesto sobre la Prestación de Servicios de Hospedaje del Estado de Baja California Sur, "FITURCA" estará en posibilidad de modificar el alcance de los servicios, actividades previstas en el contrato, considerando los costos correspondientes, para lo cual se realizarán las adecuaciones que correspondan las cuales deberán estar debidamente formalizadas entre las partes.

TWENTY.- ACT OF GOD OR FORCE MAJEURE EVENTS. When unforeseen events arise due to acts of God or force majeure, such as illness or epidemic alerts, travel and/or security alerts, natural disasters, air transport conflicts, civil acts or upheaval, 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 and the activities provided for in the contract, by making the relevant adjustments to the costs, which must be duly formalized between the parties.

VIGÉSIMA PRIMERA.- NO DISCRIMINACIÓN. En la ejecución del objeto del presente contrato, "EL PROVEEDOR" deberá evitar cualquier conducta que implique una discriminación por origen étnico o nacional, género, edad, condición social, salud, religión, opiniones, preferencias sexuales, estado civil o cualquier otra que atente contra la dignidad humana, y deberá cumplir con las disposiciones laborales de equidad y género que le correspondan de conformidad con la legislación aplicable.

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

VIGÉSIMA SEGUNDA.- JURISDICCIÓN Y CONTROVERSIAS. Las partes se obligan para los efectos de interpretación y cumplimiento del presente contrato, así como, para todo aquello que no esté expresamente establecido en el mismo, a someterse a la jurisdicción del C. Juez de Primera Instancia del Distrito Judicial competente en el Municipio de Los Cabos, Baja California Sur, México por lo anterior, las partes expresamente renuncian al fuero que por razón de sus domicilios, presentes o futuros, o por cualesquiera otras causas, pudiera corresponderles.

TWENTY-TWO.- JURISDICTION AND DISPUTES. The parties hereby agree to submit to the jurisdiction of the Judge of Original Jurisdiction of the competent Judicial District in the Municipality of Los Cabos, Baja California Sur, Mexico, for the purposes of interpretation and performance hereof, as well as for all matters not expressly established herein. Therefore, the parties expressly waive any jurisdiction that may correspond to them by reason of their present or future registered addresses, or for any other reason.

El presente contrato, una vez que fue leído, explicado y entendido por las partes y encontrándose conformes con su contenido y alcances jurídicos, lo firman por cuadruplicado, al calce y al margen para constancia, en presencia de los testigos, en Cabo San Lucas, Municipio de Los Cabos, Baja California Sur, México el 28 de diciembre de 2023.

The parties signed this agreement after being read, explained and understood by them, and after having agreed to the content and legal scope thereof, in four equal copies, at the bottom and on the margins thereof for the record, in the presence of the witnesses, in Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico, on December 28, 2023.

POR: FIDEICOMISO DE TURISMO DE LOS CABOS, POR BANCO SANTANDER MEXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MEXICO, EN SU CARÁCTER DE FIDUCIARIO DEL FIDEICOMISO DE TURISMO DE LOS CABOS F/110602, TAMBIEN IDENTIFICADO BAJO EL NÚMERO F/110602. "FITURCA":

BY: FIDEICOMISO DE TURISMO LOS CABOS, BY BANCO SANTANDER MÉXICO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO SANTANDER MÉXICO, IN ITS CAPACITY AS TRUSTEE OF FIDEICOMISO DE TURISMO LOS CABOS F/110602, ALSO IDENTIFIED UNDER NUMBER F/110602. "FITURCA":



CONTRATO NÚMERO FITURCA/GME/CPS/073/2023
SERVICIOS DE PLANEACIÓN Y COMPRA DE MEDIOS
EN EL MERCADO DE ESTADOS UNIDOS DE AMÉRICA,
PARA EL DESTINO LOS CABOS, BAJA CALIFORNIA SUR.

CONTRACT NUMBER FITURCA/GME/CPS/073/2023
PLANNING AND MEDIA PROCUREMENT SERVICES
IN THE U.S. MARKET,
FOR THE DESTINATION OF LOS CABOS, BAJA CALIFORNIA SUR.

ARQ. RODRIGO ESPONDA CASCAJARES
DIRECTOR GENERAL DEL FIDEICOMISO DE
TURISMO DE LOS CABOS F/2110602-0 /
MANAGING DIRECTOR OF THE LOS CABOS
TOURISM BOARD F/2110602-0

LIC. MAURICIO DE JESÚS PÉREZ SALICRUP
SECRETARIO DEL COMITÉ TÉCNICO DEL
FIDEICOMISO E TURISMO DE LOS CABOS
F/2110602-0 / SECRETARY OF THE TECHNICAL
COMMITTEE OF THE LOS CABOS TOURISM
BOARD F/2110602-0

Por:
"EL PROVEEDOR"
By
"THE SUPPLIER":

C./MR. DAVID BURGESS
REPRESENTANTE LEGAL/
LEGAL REPRESENTATIVE MILES PARTNERSHIP, LLLP.

TESTIGO:

C./MRS. CECILIA GHIRALDO PEART
GERENTE DE MARKETING DEL
FIDEICOMISO DE TURISMO DE LOS CABOS F/110602 /
MARKETING MANAGER OF
FIDEICOMISO DE TURISMO DE LOS CABOS F/110602