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PROFECO FEDERAL CONSUMER PROTECTION AGENCY Federal Consumer Protection Agency Subdepartment of Services General Department of Contracts of Adhesion, Registration, and Self-financing

File: PFC.B.E.7/010219-2023
Official Document: 10307062
Re: Registration Approval
Mexico City, November 07, 2023

MLS BCS, S.A. DE C.V.

RFC: MBC131115KJ0

PASEO DE LA MARINA No. 4107, col. LA MARINA, CP 23453, LOS CABOS, BAJA CALIFORNIA SUR.

Having read the **contract of adhesion of the Listing Agreement for the Sale of Properties** submitted by **MLS BCS, S.A. DE C.V.**, and after completing the legal analysis thereof, it is hereby determined that such document complies with the Federal Law of Consumer's Protection and Official Mexican Standard *NOM-247-SE-2021 Commercial Practices – Requirements of commercial information and advertising of residential properties and minimum elements that the contracts relating thereto must satisfy, therefore, based on articles 24, fraction XV, 73, 85, and 87 of the above cited law, such contract has been recorded in the Public Registry of Adhesion Contracts of this Agency, on November 07, 2023, under entry number 9473-2023, and such document is enclosed herewith for any applicable legal purposes. In addition, you are hereby notified that the registration process has been completed and filed.*

In this regard, the service provider must set forth the above registration information in all contract forms such service provider uses in his/her/its relations with consumers. The registration information of this contract is personal and nontransferable, and, on the other hand, this registration does not release the service provider from his/her/its obligation to comply with the applicable legal requirements for the development of the service provider's activities, nor does it limit in any way whatsoever the right that the consumer shall have at all times to file an objection at this Consumer Protection Agency with respect to the text, or any conditions that the consumer may consider detrimental to his/her interests, resulting in the suspension or cancellation of such contract forms.

In the event of any amendments to the Federal Law of Consumer Protection, the Official Mexican Standard, or any other applicable legislation, the contract model registered will cease to be updated in the Public Registry of Contracts of Adhesion, in which case, the Service Provider will be obligated to request an amendment of the register by submitting a new contract model that complies with the then current provisions.

It is important to note that if the adhesion contract model used in any commercial transactions with consumers includes modifications of any type, such as changes in the general data included.

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in your application for registration, or omissions with respect to the registered contract model, the applicant will be penalized in terms of the Federal Law of Consumer Protection.

The foregoing was resolved and signed by OSCAR ZAVALA ANGEL, Esq., Director of Sectors assigned to the General Department of Contracts of Adhesion, Registration, and Self-financing of the Subagency of Services of the Federal Consumer Protection Agency, based on articles 6, fraction II, subparagraph B and 28 fractions I and II of the Organic Statutes of the Federal Consumer Protection Agency, and SECOND of the "Resolution in terms of which certain faculties are delegated to various public officials of the Federal Consumer Protection Agency", published in the Official Gazette of the Federation on August 25, 2021, in relation to article 24, fraction II of the Regulations of the Federal Consumer Protection Agency.

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AGREI ("BRO REPRE ACTIN	G AGREEMENT FOR THE SALE OF PROPERTIES (THIS "LISTING EMENT/CONTRACT") IS EXECUTED BY AND BETWEEN MLS BCS, S.A. DE C.V. KER") THE COMMERCIAL NAME OF WHICH IS, SENTED BY, AND ("CLIENT") G ON CLIENT'S OWN BEHALF (BOTH PARTIES COLLECTIVELY REFERRED TO HEREIN AS THE RIES"), IN ACCORDANCE WITH THE FOLLOWING REPRESENTATIONS AND CLAUSES:
	REPRESENTATIONS
Brok	ER HEREBY REPRESENTS AS FOLLOWS:
I.	BROKER is a Mexican commercial entity legally incorporated in accordance with the laws of the United Mexican States as evidenced by public instrument number executed on,before, Esq., Notary Public Number, and recorded in the Public Registry of under entry number
II.	The corporate purposes of BROKER, among others, consist of providing brokerage services for the purchase and sale and/or disposal of properties, or the rights relating to such properties, acting as liaison between the supply and demand of such properties to accomplish the formalization of the purchase and sale, or the assignment of rights arising from such properties, such as trust beneficiary rights.
III.	BROKER has an address at PASEO DE LA MARINA No. 4107, COL. LA MARINA, CP 23453, LOS CABOS, BAJA CALIFORNIA SUR and its tax identification number (RFC) is MBC131115KJ0.
IV.	BROKER has the necessary experience, procedural knowledge, sufficient personnel, and economic capacity as required to provide the services described herein.
V.	The legal representative of BROKER has sufficient faculties to bind BROKER hereunder, as evidenced in terms of public instrument number executed on, before, Esq., Notary Public / Federal Notary Public number, and recorded in the Public Registry of Commerce of under commercial folio number; and such faculties have not been revoked or modified in any way whatsoever.
VI.	BROKER has provided CLIENT with the information and documentation specified in the "Exhibits" of this Contract.
VII.	BROKER discloses and declares to CLIENT that the disposal or transfer of the Property title, or the rights of use and/or enjoyment upon the Property, may generate additional costs which may be inherent in/or mandatory for the transaction, including but not limited to legal fees, Capital Gains Tax (Impuesto Sobre la Renta – ISR), notary fees, cost of
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inspections or reports on structural condition, certified translations, and other applicable and/or negotiable costs (herein referred to as the "Closing Costs").

CLIENT HEREBY REPRESENTS AS FOLLOWS:

I.	CLIENT is an (individual)/(entity) ofidentity in terms of	nationa	lity and evidences his/her/its
П.	CLIENT has an address at	and her/his/	its tax identification number
III.	CLIENT has full legal capacity to be be CLIENT is the holder of the ownershi executed on number, and duly recorded in the folio number, or CLIENT is lawful property subject matter of this Listing A and exhibits the legal document that evi and/or sole beneficiary thereof, having to the contents of Exhibit A. In addition to the contents of Exhibit B.	p rights in terms of before Public Registry of ly subject to obtaining agreement (herein refudences and confirms full capacity to disposit	E public instrument number, Esq., Notary Public Property under real property g the ownership rights to the Terred to as the "Property"), CLIENT's capacity as owner se of the Property according

- IV. CLIENT is desirous of having BROKER promote and market the Property in order that CLIENT may dispose of and transfer the Property and/or the rights to the Property to a third party, under the terms and conditions set forth herein. For any applicable effects, it shall be understood that the disposal of the Property and/or the rights relating thereto includes the disposal of the personal rights of use and/or enjoyment of the Property, including specifically and not by way of limitation, an assignment of beneficiary rights.
- V. CLIENT is unaware of any elements or contracts relating to the Property which may affect its promotion, excepting those that have been declared or disclosed to BROKER in writing.
- VI. CLIENT has received copy of all the rights of administrative and civil nature that CLIENT is entitled to, and the agencies which CLIENT may resort to according to law, and Broker has offered CLIENT a digital copy of the transcription of such rights. In addition, CLIENT acknowledges the rights and obligations of both CLIENT and BROKER arising from the Privacy Notice and Letter of Rights contained in Exhibit C.
- VII. CLIENT shall submit to BROKER the structural plans, floor plans and installation plans of the Property. Failing the foregoing, CLIENT shall submit to BROKER an opinion of the structural conditions of the Property issued by an expert, or expressly indicate the reasons why CLIENT does not have such items available, and the date by which Client will have such documentation available.

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THE PARTIES HEREBY REPRESENT THAT:

The PARTIES are desirous of executing this Contract.

In consideration of the above Representations, both PARTIES hereby agree in terms of the following:

CLAUSES

FIRST. OBJECT AND PURPOSE OF THIS LISTING AGREEMENT. The Object of this Contract is that Broker hereby agrees to carry out the following activities based on the needs and characteristics of Client and the Property.

Advertising. Promote the sale or transfer of the Property through any appropriate and trustworthy marketing methods, at the discretion of Broker, according to the market characteristics, and facilitate any necessary information to potential offerors (herein the "Potential Buyers") who may request such information. Client accepts and understands that the images of his/her/its Property may be published in flyers or images posted at office display windows, brochures, or any other advertising means by the offices of other brokers as a consequence of the participation of Broker in the MLS-BCS platform, and acknowledges his/her/its agreement with the operation rules and procedures of such platform (herein referred to as "MLS-BCS"). Client also (agrees) / (does not agree) to have a "For Sale" sign placed at his/her/its Property.

Information. Broker will periodically inform Client of the results of the activities relating to the Property in terms of this Listing Agreement.

Consultation. Broker will analyze and provide input, to the extent of Broker's possibilities and capacities, as to the most appropriate manner of transferring title to the Property, taking into consideration the physical characteristics of the Property and the tax consequences; in addition, Broker will advise Client with respect to the legal documentation required for the transfer transaction, and will obtain and keep on file any documentation required for the transfer of the Property. In no event shall this service replace the advice or analysis of a lawyer or accountant, and Broker will always recommend competent consultants to Client to ensure that the information is provided by a recommended and experienced consultant. The Property will be analyzed to determine an approximate market price.

Brokerage. Carry out any necessary brokerage activities to arrange for a contract providing for the transfer of the Property, always acting in the best interests of Client and only with the prior validating consent of Client. Broker will always conduct any negotiations with utmost loyalty and transparency in benefit of Client, and Client will at all times have the ulterior capacity and faculty to modify, refute, reject, or accept any Offer, always in strict observance of the contents of this Listing Agreement.

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In no event shall Broker incur any additional expenses on behalf of Client, unless otherwise requested by CLIENT in writing. Offer. Broker will submit to Client any and all offers Broker may receive from Potential Buyers of the Property within days following receipt thereof in order that Client may analyze and determine whether to accept or reject such offers. Client must notify in writing the acceptance of an Offer within days following receipt thereof in order that Broker may perform any necessary acts to proceed with the formalization of the disposal of the Property or the personal rights arising from the Property. In case Client fails to notify his/her/its acceptance to Broker within such period of time, the silence of Client will be considered his/her/its rejection or nonacceptance of the relevant Offer, and Broker will continue offering the Property. SECOND. CONSIDERATION AND COSTS. The Parties agree that Client shall pay Broker, as Consideration for the services provided, % (percent) of the disposal price and/or consideration for the transfer of rights to the Property or the trust that holds the Property (the "Sales Price"), plus the Value Added Tax ("IVA"). Payment of the Consideration agreed upon in benefit of Broker shall be paid on the Closing Date (as such term is defined in the following paragraph). The **Listing Price** shall be: For all purposes, the Closing Date shall be understood as the occurrence of any of the following facts, whichever occurs first: (i) the transfer or assignment of ownership of the Property or of the

rights of use and enjoyment upon the Property by and between Client and a buyer executed before a competent Certifying Public Officer; (ii) the delivery of possession or occupation of the Property by Client, or permitted by Client, to a buyer in terms of a Contract of Promise or Offer executed between the Parties. Notwithstanding the foregoing provisions, the Consideration of Broker will be considered duly earned and therefore payable by Client, in any of the following events:

- a) When Broker provides Client with a Potential Buyer who submits an Offer satisfying the terms and elements stipulated in the FIRST Clause, for an amount equal to the Listing Price set forth in this Contract, such fee will be paid to Broker on the Closing Date, or at the time the first disbursement is paid in benefit of Client, or at the time of a breach of the terms of this Contract by Client, including specifically and not by way of limitation, when the Offer is not accepted or is ignored by Client, or;
- b) When Broker provides a Potential Buyer who submits an Offer the terms of which are accepted in writing by Client, the fee will be paid on the Closing Date, or at the time of a breach of the terms of this Contract by Client, or;
- c) When after a contract of promise or offer/counteroffer has been signed by and between a Buyer and Client, and Client has breached such agreement, the Consideration payable to Broker shall be paid immediately after such breach has occurred, or;

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- d) When Client modifies the Listing Price or withdraws the Property from the market within the Term of this Contract with no written consent of Broker to do so, the Consideration shall be paid to Broker at the time Client modifies the Listing Price or withdraws the Property from the market. Any obstruction to the lawful promotion, touring, and disposal of the Property for no cause, or repeatedly, will be considered withdrawing the Property from the market, or;
- e) When Client and the Buyer contractually agree the disposal of the rights to the Property and, due to a breach of such contract by Buyer, such Buyer forfeits any deposits made by Buyer, in such case, Broker will be entitled to receive and collect 50% (fifty percent) of such deposits paid by Buyer. The total nominal amount of such 50% of the deposits shall under no circumstances whatsoever exceed the consideration of Broker stipulated in this Clause. Client shall receive 50% of the deposits resulting from such breach, plus any additional amounts remaining after the Consideration of Broker has been paid in accordance with this Clause.
- f) When the Property or the rights of use and enjoyment to the Property are transferred, disposed of, allocated, promised, or assigned to any third party during the Term of this Contract.

Client acknowledges his/her/its obligation to pay the Capital Gains Tax (Impuesto Sobre la Renta) applicable to the proceeds or income resulting from this disposal and/or transfer of the Property.

THIRD. TERM. The term of this Listing Agreement will be of (180) / (360) calendar days beginning as of the date this Contract is signed, and this Term is of mandatory nature for Both Parties. Within a period of 10 (ten) business days after the expiration of the Term of this Listing Agreement, Broker must provide Client with a list of Potential Buyers, including a list of the names of any individuals with whom Broker had contact and/or negotiated the terms for the transfer of the Property. In case Client transfers, or agrees to transfer, the Property in a contract of promise of any type to any of the individuals included in the list of Potential Buyers after the Term of this Contract has expired, but within 180 (one hundred eighty) calendar days immediately following the expiration of the Term of this Contract, Client will be obligated to pay Broker the Consideration agreed upon in the SECOND Clause of this Contract. Both Parties acknowledge that Client will have a period of 5 (five) business days immediately following the signing of this Contract in order to cancel this Listing Agreement, provided Client notifies Broker in terms of the provisions of the TENTH Clause herein.

FOURTH. OFFERS. During the Term of this Listing Agreement, Broker will be the sole and exclusive person authorized by Client to act as promoter and marketer in any transactions relating to the transfer or disposal of the rights to the Property subject matter hereof. If, for any reason, the Property or the rights of use and enjoyment to the Property are directly transferred by Client, or as a result of the services of any third party during the term of this Contract, Broker will be entitled to receive the consideration stipulated in the SECOND Clause of this Contract.

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FIFTH. EXCLUSIVITY. During the Term of this Listing Agreement, Broker will be the sole and exclusive person authorized by Client to act as promoter and marketer in any transactions relating to the transfer or disposal of the Property. If, for any reason, the Property or the rights of use and enjoyment to the Property are directly transferred by Client, or as a result of the services of any third party during the Term of this Contract, Broker will be entitled to receive the fee stipulated in the SECOND Clause of this Contract. In addition, Client hereby authorizes Broker to delegate Broker's duties to other professionals or brokers authorized members of MLS - BCS, and also authorizes that the funds of the consideration be released by the Escrow Agent directly to such other professionals or brokers, provided they comply with their tax obligations, it being understood, however, that Broker will be responsible for the acts of the professionals or brokers members of the MLS - BCS to whom Broker may delegate such duties.

SIXTH. PROPERTY TITLE. Client is obligated to submit to Broker any documents required for the transfer and disposal of the Property, including specifically and not by way of limitation, the documents set forth in the Exhibits of this Listing Agreement. In addition, Client guarantees that all the information provided in such Exhibits is true and accurate, and acknowledges that Broker will not be responsible for any consequences that may result from any potential transfer of the property title or any contracts binding on Client, accordingly, Client hereby releases Broker from any responsibility or damages that may result from any false or inaccurate statements or declarations relating to the Property.

SEVENTH. SECURITY DEPOSIT AND ESCROW AGENT. Once Broker has received confirmation in writing from Client of the acceptance of an Offer or Counteroffer, Client acknowledges his/her/its express obligation to use an Escrow Agent (the "Escrow Agent") according to the terms of the respective escrow agreement between the interested parties. The Sales Price stipulated between the interested parties will be delivered by the Escrow Agent to Client at the time agreed upon between Client and the Potential Buyer, after deducting the closing costs and the Consideration of Broker, and after the formalization of the transfer. Client hereby authorizes the use of an Escrow Agent to complete the disposal of the Property according to any of the terms stipulated in the SECOND Clause, and shall not oppose to signing disbursement instructions of the escrowed funds that will permit a direct disbursement of the costs applicable to the transaction in benefit of the persons involved, including specifically and not by way of limitation, the Notary Public, Broker, other members of MLS - BCS, lawyers, and others, directly from the escrow account managed by the Escrow Agent.

Client hereby authorizes the use of an Escrow Agent to complete the transfer of rights.

EIGHTH. CONSENT TO USE ELECTRONIC SYSTEMS TO EVIDENCE CONSENT. Client hereby grants its express, informed, and undeniable (acceptance) / (rejection) to the use and adoption of any conventional electronic system as primary platform to receive, send, and execute any documents with Broker and any Potential Buyers. This conventional electronic system may be the platform

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In the event Client has accepted to adopt this electronic consent method, Client declares that (he/she/its representative) has the exclusive control and responsibility over and for the email address and mobile telephone of Client, and declares that Client has had the option to refuse the use of such electronic communication methods to evidence consent, if Client considers such use unacceptable or unfeasible. In addition, Client hereby declares that by virtue of each and every one of the laws and regulations that govern the execution of transactions at present, or which may be decreed, issued, or applied in the future in any jurisdiction, an electronic signature will have the same value and effect as the execution of a document by means of a handwritten/printed signature, and Client declares that (he/she/its representative) considers an electronic signature to be a reliable signature over which Client has the exclusive control, and constitutes a full signature with respect to which Client would be able to detect any alterations after it has been affixed.

NINTH. ELECTED DOMICILES AND NOTICES. The Parties establish the following as their addresses to receive any notices, requirements, authorizations, or otherwise any communications required between the Parties in terms of this Contract:

Broker:	
Email address:	
Client:	
Email address:	

Both Parties hereby agree that any notices or communications may be sent by electronic mail, provided there is a response confirming receipt thereof.

TENTH. ALTERNATIVE DISPUTE RESOLUTION METHODS. The Parties agree that any litigation, controversy, or claim deriving from or relating to this contract, including anything relating to the existence, validity, termination, rescission, interpretation, or execution, may be submitted for resolution, as an optative measure, in first place, to a mediation process conducted by a mediator (specialist) certified by the State Center of Alternative Justice of the Judicature Board of the Judiciary for the State of Baja California Sur (*Centro Estatal de Justicia Alternativa del Consejo de la Judicatura del Poder Judicial del Estado de Baja California Sur*) according to the rules of such Center. The mediator will be designated by both parties and a person who speaks both English and Spanish will be preferred. In case the parties fail to agree on who shall be elected as mediator, the President of the State Center of Alternative Justice of the Judicature Board of the Judiciary for the State of Baja California Sur will be considered competent to appoint the certified mediator (specialist) at the request of one of the parties. The consideration and costs of the mediation process will be shared equally by the parties. The Parties agree that they may elect to use a different mediator if they so decide by mutual agreement.

In case the controversy or dispute has not been resolved within a period of forty-five (45) calendar days after the beginning of the mediation process, for everything relating to the performance or interpretation of this Contract, the parties hereby submit to the arbitration clause established in the

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following clause, and hereby waive any other jurisdiction that they may be entitled to as a result of their present or future addresses, or otherwise.

ELEVENTH. ARBITRATION CLAUSE. The Federal Consumers Protection Agency (PROFECO) is competent to administratively resolve any controversy that may arise with respect to the interpretation or performance of this Contract. Without prejudice to the foregoing, if the mediation procedure is unsuccessful, the controversy may be resolved in a final manner by an arbitration proceeding conducted by the Association of Federal Public Brokers of the State of Jalisco, A.C. (Colegio de Corredores Públicos del Estado de Jalisco, A.C.), according to their Arbitration Rules, by one arbitrator, who shall be a Federal Public Broker in and for the State of Baja California Sur designated by mutual agreement of the Parties, and failing such mutual agreement, in accordance with such Arbitration Rules.

- a) The number of arbitrators shall be one. The arbitrator shall speak English.
- b) The place of arbitration shall be Los Cabos, Baja California Sur, Mexico.
- c) The seat of the arbitration shall be Los Cabos, Baja California Sur, Mexico.
- d) The language to be used during the arbitration proceeding will be
- e) The law applicable to the merits of the dispute will be the Law of Mexico.

The losing party in the arbitration proceeding will pay all costs and expenses of the arbitration center and the fees of the arbitrator.

TWELFTH. REVOCATION. Client has a period of five (5) business days after the signing of this Contract to revoke his/her/its consent with respect to this transaction incurring no liability whatsoever, and shall provide written notice to that effect.

In the event such revocation is notified by certified or registered mail, or courier service, the revocation date shall be the date the relevant notice is received for dispatch.

If any funds were paid in advance by Client to Broker, and if this Contract is revoked in terms of this Clause, Broker is obligated to reimburse such funds to Client under the same method used by Client for the payment of such funds, within a period of 15 business days after the notice of revocation of this Contract has been delivered to Broker.

THIRTEENTH. RECISSION. Any breach of the obligations acquired by the parties hereunder constitute causes for the rescission of this Contract.

FOURTEENTH. FILING OF THE ADHESION CONTRACT MODEL. This adhesion contract model was filed in the Public Registry of Contracts of Adhesion of the Federal Consumers Protection Agency (Profeco), under entry number 9473-2023, dated November 07, 2023. Any difference in detriment of consumers between the text of the contract of adhesion registered with the Federal Consumers Protection Agency, and the contract actually used, will be deemed not included.

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In the event of any discrepancy or controversy in the interpretation of this Contract, the Spanish version shall prevail.

The Parties sign this Agreement on the date written next to each signature.

OT TENTE.

CLIENT:			
By:			
Date:			
BROKER:			
By:			<u>- </u>
Date:			
This Contract and its Exhibits may be signed by a advanced or reliable electronic signature which will having the same force and consequences as the original consequences as the original consequences.	l be considered	for any applicable p	urposes, as
Authorization for the use of information for markets () does not authorize Broker to assign or transfer to	ing or publicity to any third pa	y purposes. Client () arties, for marketing c	authorizes or publicity

purposes, any information provided by Client in connection with this Contract, and () authorizes () does not authorize Broker to send publicity information to Client about any goods or services.

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EXHIBIT A PROPERTY TITLE / CONTRACT EVIDENCING RIGHTS TO THE PROPERTY

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EXHIBIT B LIST OF DOCUMENTS AND CHARACTERISTICS OF THE PROPERTY

CLIENT (is willing) / (is not willing) to offer financing to Potential Buyers.

IN CASE OF A NEW HOUSE	OR HOUSE RESALE			
DOCUMENTATION	/Information	DO YOU HAVE THIS INFORMATION?		CLARIFICATIONS / ADDITIONAL COMMENTS
		YES	No	
AUTHORIZATIONS, LIC				
RELATING TO THE CO	NSTRUCTION OF THE			
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THE MISSING				
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Scattyl-SECJ/397/2019

Alejandra

Vellanow

IN CASE OF A LOT /HOMESITE	E		
DOCUMENTATION / INFORMATION	TI	U HAVE HIS IATION?	CLARIFICATIONS / ADDITIONAL COMMENTS
	YES	No	
LAND USE OF THE LOT ACCORDING TO THE			
CURRENT URBAN DEVELOPMENT PLAN, WITH ITS			
RESPECTIVE INTERPRETATION, AND COPY OF THE			
CURRENT OFFICIAL DOCUMENT EVIDENCING THE			
LAND USE PERMIT FOR THE LOT.			
TECHNICAL OR OFFICIAL FEASIBILITY STUDY, OF			
ENDORSED BY A COMPETENT AUTHORITY, FOR TH	E		
INSTALLATION OF BASIC SERVICES AT THE LOT.			
CONSTRUCTION OR IMPROVEMENT REGULATIONS	S		
APPLICABLE AT THE SUBDIVISION, CONDOMINIUM	Ι,		
OR RESIDENTIAL COMPLEX WHERE THE PROPERT	Y		
IS LOCATED.			
CIVIL PROTECTION INTERNAL PROGRAM.			
LIENS OR ENCUMBRANCES AFFECTING THE			
PROPERTY.			3
OTHER SPECIFICATIONS			
AVAILABLE:			· ·
IN THE EVENT ANY			
INFORMATION IS			
MISSING, DATE WHEN			
CLIENT WILL PROVIDE			
THE MISSING			
INFORMATION TO			
BROKER.			

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EXHIBIT C PRIVACY NOTICE AND LETTER OF RIGHTS

(CONTENTS OF PRIVACY NOTICE)

LETTER OF RIGHTS

LITERAL REPRODUCTION OF REGULATIONS

- 1. Receive, with respect to the listed properties, accurate, clear, and up-to-date information and publicity, regardless of the communication method, including digital media, thus permitting the client to adopt the best buying decision with full knowledge of the characteristics of the property that he/she/it is acquiring, according to the provisions of the Law.
- 2. Receive information regarding the characteristics of the property, including the extent of the land, built area, type of structures, installations, finishes, accessories, parking spaces, common use areas, services, and general physical condition of the property.
- 3. Freely elect the property that best suits the needs of the client and adjusts to the client's buying capacity.
- 4. Refrain from making any payments until the contractual relation is set forth in writing, excepting down payments or operation expenses, according to the terms provided in the Federal Law of Consumer Protection (LFPC).
- 5. Sign an adhesion contract under the adhesion contract model filed with the Federal Consumer Protection Agency setting forth the terms and conditions of the purchase and sale of the property. Once such contract has been signed, the service provider is obligated to provide copy of the signed contract to the client.
- 6. Acquire a property with the characteristics of safety and quality contained in the applicable codes and regulations and set forth in the information and advertising received by client.
- 7. Receive the property within the period of time and under the conditions agreed with the provider in the respective contract of adhesion.
- 8. If applicable, enforce the warranties for properties established in the Federal Law of Consumer Protection (LFPC), considering the specifications stipulated in the respective contract of adhesion.
- 9. Receive the corresponding bonus or compensation in terms of the Federal Law of Consumer Protection (LFPC) if, once the warranty has been enforced, the property continues to have defects or flaws. In addition, the client has the right to have any necessary repairs accomplished in case of defects or flaws attributable to the service provider, or the client may elect to have the property substituted, or rescind the contract, if applicable.
- 10. The client has the right to gratuitous and accessible customer service channels and mechanisms for purposes of consultation, requests, claims, and suggestions to the service provider, and the right to know the address of service provider for the service of process.
- 11. The client has the right to be protected by the competent authorities according to the applicable laws, including the right to file claims and accusations before such competent authorities.
- 12. The client has the right to be provided a Privacy Notice informing client of the treatment that will be given to the personal data provided by client and to grant his/her consent, if applicable, to

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Alejandra

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Baja California Sur

such treatment; client has the right to have his/her personal data treated according to the applicable regulations, and to know the available mechanisms to exercise client's Rights of Access, Rectification, Cancellation, and Opposition.

13. The client has the right to be treated free from discrimination, without any refusal or conditioning of customer's attention or the sale of a house based on gender, nationality, ethnicity, sexual preference, religion, or any other particularity in terms of the applicable legislation.

14. The client will be free to elect the notary public responsible for the closing process.

Alejandra Vellanoweth

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