

**PROVISION SERVICE CONTRACT GROUND TRANSPORTATION OF PEOPLE**  
WHICH CELEBRATED FROM ONE SIDE THE COMPANY TRANS VIVE S DE R L DE C V  
THE REPRESENTATIVE C. RAÚL GUTIÉRREZ DE VELASCO ROMO, WHO HEREIN WAS  
REFERRED TO AS "THE SERVICE PROVIDER" AND ON THE OTHER, THE COMPANY  
REFERRED TO **HAITIAN INTERNATIONAL MEXICO S DE RL DE CV**. REPRESENTED IN  
THIS ACT BY THE ATTORNEY, **XU BIYUN**, WHO HEREINAFTER IS CALLED "THE CLIENT",  
UNDER THE FOLLOWING DECLARATIONS AND CLAUSES.

**REPRESENTATIONS:**

**A.- "THE SERVICE PROVIDER"** declares through its Representative:

- I. That it is a commercial company of Mexican nationality, up to date in compliance with its tax obligations with Registro Federal de Contribuyentes TVI190503SA3 with fiscal domicile HIDALGO NO.30, FRACCIONAMIENTO GAVILANES, TLAJOMULCO DE ZUÑIGA, JALISCO, C.P 45645.
- II. That it is a company dedicated to the private land transport service for personnel, and that for this it has sufficient legal capacity and the human and economic resources, instruments and tools necessary for the effective performance of its commercial activity.

**B.- "THE CLIENT"** declares through his legal representative:

- I. That it is a commercial company of Mexican nationality, as evidenced by public deed number 54903 dated FEBRUARY 12, 2019, granted before LIC JOSE LUIS VILLAVICENCIO CASTAÑEDA, Notary Public No. 218 of CIUDAD DE MEXICO, MEXICO, duly registered in the Public Registry of Commerce with number 54-903 BOOK 1487.

That for the payment of the corresponding taxes, it is duly registered in the Federal Registry of Taxpayers with the Code HIM190212567 and has its tax domicile on the street BEIJING N. 100; COLONIA CENTRO LOGISTICO JALISCO, 45713 ACATLAN DE JUAREZ, JALISCO, MÉXICO.

- II. That its representative in this act has the necessary and sufficient legal capacity and powers to enter into this contract, which to date have not been revoked, limited or modified in any way and that are recorded in notarial instrument number 10115 of dated JUNE 24, 2015 granted before THE FAITH OF LIC. LUIS OCTAVIO HERMOSO Y COLIN, NOTARY PUBLIC NO.163 OF THE MEXICO CITY, MEXICO.

**C.- Both parties declare that it is their wish to attend the celebration of this act, expressing their will, free of any error, coercion, fraud, bad faith and any vice that could affect their will, which they hold in accordance with the following:**

*[Handwritten signature]*

## SECTIONS

**FIRST.-** Both parties agree to enter into this Contract for the Provision of Land Transportation Service for People, whose purpose consists of the provision, by "THE SERVICE PROVIDER", of the land transportation service for the people indicated by "THE CLIENT" that may or may not be your staff, from one territorial point to another, only within the territory of the State of Jalisco.

**SECOND.-** The parties agree that the validity of this contract will be for a period of TWO YEARS, counted from the date of MAY 09, 2023 and with a termination date of MAY 08, 2025.

The term of the contract may be extended by mutual agreement of the parties, stating in writing

**THIRD.-** As consideration for each of the contracted transport and/or transfer services, "THE CLIENT" undertakes to pay in favor of "THE SERVICE PROVIDER" the amounts and/or fees specified in the QUOTE attached hereto. instrument, which is an integral part of it, as ANNEX A, quote duly signed and stamped by both parties, as a sign of full knowledge and acceptance of conformity of "THE CLIENT" and "THE SERVICE PROVIDER"

**FOURTH.-** "THE CLIENT" undertakes to make the corresponding payment according to the QUOTE attached hereto, within a period of 07 days from the last day of each week of provision of the service, and provided that "THE PROVIDER OF THE SERVICE" has sent you within said period by any means, including electronic, the corresponding tax invoice.

**FIFTH.-** Any payment to be made by "THE CLIENT" must be by means of a deposit or bank transfer to account number 0257164160201 CLABE number 030320900018822208 of the banking institution called BANBAJIO in favor of the Account Holder TRANS VIVE S DE RL DE CV. In the event that the payment day is a non-business day, the payment must be made no later than the immediately following business day.

**SIXTH.-** For the provision of the transport service referred to in this contract, "THE CLIENT" must deliver prior to the beginning of each week during the term of this contract, WORK ORDER, whose format is attached hereto as ANNEX B, who undertakes to issue and deliver to "THE SERVICE PROVIDER", as proof of request for the weekly transportation services that the latter must perform, reliably providing the following information:

I.- Name and address of "THE CLIENT";

II.- Fiscal data of "THE CLIENT";

III.- Place and date of issue;

IV.- Place and time of departure of "THE SERVICE PROVIDER" for the purpose of the specific event of transfer of people;

IV.- Number and name of the passengers;

V.- Place and time of destination of the passengers;




VI.- The rate that corresponds to the specific transfer event in question, according to the QUOTE that is attached hereto as an integral part.

The WORK ORDER referred to in this clause must be signed by a person authorized by "THE CLIENT" and delivered by any reliable means to "THE SERVICE PROVIDER" prior to each week during the term of this contract.

**SEVENTH.-** The following shall be obligations of "THE SERVICE PROVIDER":

- I. Effectively carry out the transport service and/or land transfer of the people indicated by "THE CLIENT".
- II. To carry out its transportation service and/or land transfer of the people indicated by "THE CLIENT", it will use HIACE TOYOTA or TRANSIT RENAULT vehicles in optimal operation and excellent aesthetic and hygienic conditions, with capacity for 15 passengers, Trucks of 36 and 41 passengers brand MERCEDES BENZ and INTERNATIONAL, with fabric seats, seat belt, with the service equipment described in the QUOTE.
- III. That the indicated vehicles must comply with all current and applicable rules, laws, regulations and other government provisions.
- IV. That the people who will drive the indicated vehicles, for the provision of the personnel transport service of "THE CLIENT", are people previously and highly trained by "THE SERVICE PROVIDER", in relation to knowledge in driving vehicles, CPR, first aid, effective communication, who know, respect and apply all legal regulations related to the transit of vehicles in the State of Jalisco, must present the driver's file with the training, a copy of the federal license, responsible for each route
- V. For the provision of their transfer service or transportation of personnel of "THE CLIENT", contract under their own responsibility and maintain in force during the same term of this contract, an Insurance Contract for civil liability and damages in favor of the passengers and third parties with an Insurer accredited before the National Commission of Insurance and Bonds of Mexico. To prove the foregoing, a simple copy of the merit contract is attached to this document, which is an integral part of this instrument as ANNEX C





- VI. Assume all responsibility arising from violations of traffic laws and regulations in the State of Jalisco, exempting "THE CLIENT";
- VII. Exempt "THE CLIENT" from any liability arising from damages that the provision of its service originates from third parties;
- VIII. Assume all expenses, replacement, substitution, breakdown, loss, deterioration, theft or loss of the vehicle units with which it provides its service.
- IX. Pick up and transfer the people who are indicated by "THE CLIENT", at the times and places that are specified by him, by means of the WORK ORDER.
- X. To guarantee at all times the honesty, effectiveness, experience, confidentiality and respect of its drivers.
- XI. To guarantee the safety, tranquility and comfort of its passengers at all times, except for unforeseeable circumstances or force majeure.
- XII. To provide the transportation and/or transfer services that are requested each week by "THE CLIENT" through the WORK ORDER, during the term of this contract, except for unforeseen circumstances or force majeure. ✕
- XIII. To receive from "THE CLIENT" the rating for its service provision, by means of a survey, questionnaire or report, and, where appropriate, investigate and take the necessary solution and improvement measures, when the rating is negative.
- XIV. To respect the defined routes and arrival and departure times.
- XV. To have "subcontracted" transportation equipment in case of any eventuality with the own fleet such as breakdowns or breakdowns that disable the "SERVICE PROVIDER" from granting the service with its own units, guaranteeing the agreed transportation service. ✕

**EIGHTH.-** For its part, the following shall be obligations of "THE CLIENT":

- I. Pay in a timely manner the remuneration in favor of "THE SERVICE PROVIDER" in terms of the QUOTE;
- II. Prior to each week during the term of this contract, deliver to "THE SERVICE PROVIDER" WORK ORDER with each and every one of your data, in order to allow it to provide its service, with opportunity and efficiency;



- III. Not hinder the provision of the service that is contracted through this instrument;
- IV. Instruct your staff that they must observe and comply at all times with the PASSENGER REGULATIONS that are attached as ANNEX D, and that form an integral part of this instrument.

**NINTH.-** They are rights of "THE CLIENT" in addition to those expressly agreed in this contract; the following:

- I. Request at all times from "THE SERVICE PROVIDER" a report and/or document proving the conditions of the vehicles with which the service is provided;
- II. Request data and reports on their drivers from "THE SERVICE PROVIDER" at all times
- III. Request "THE SERVICE PROVIDER" to certify the training and experience of its drivers;
- IV. Request "THE SERVICE PROVIDER" that, at its expense, the logo and/or commercial advertising of "THE CLIENT" be labeled on the vehicles with which it provides its service;
- V. Request from "THE SERVICE PROVIDER" a document and/or any data related to the INSURANCE AGAINST ACCIDENTS AND PAYMENT OF DAMAGES, which the latter has contracted in favor of passengers and third parties.
- VI. Rate the services provided by "THE SERVICE PROVIDER", periodically, by means of a survey, questionnaire or report, informing you of any situation that you deem necessary for the improvement of services, or any situation that requires investigation, attention and solution of "THE SERVICE PROVIDER", which is related to the service it provides.

**TENTH.-** "THE SERVICE PROVIDER" undertakes to deliver to "THE CLIENT" for each transport service performed or for several if the parties so agree at the time; invoice that meets the necessary and current tax requirements.

**ELEVENTH.-** By virtue of the fact that "THE SERVICE PROVIDER", is a person dedicated to commerce, providing the activity of transportation and/or private transfer of personnel, it has all its own and sufficient elements to comply with the obligations it assumes. in accordance with

this contract, for which all the obligations and responsibilities with respect to its employees who intervene in the execution of the operations referred to in this contract will be borne by it, including, but not limited to, salaries, fees, worker-employer fees or collective, withholding taxes for work products, premiums, social security contributions, Christmas bonuses, bonuses, etc. Exempting "THE CLIENT" from any link or labor responsibility.

**TWELFTH.-** Both parties agree that neither party may assign or transfer in any way the rights and obligations they have contracted under this contract.

**THIRTEENTH.-** The parties expressly agree that "CONFIDENTIAL INFORMATION" will be that: written, oral, graphic or contained in electromagnetic media owned by any of the parties including, but not limited to; technical, financial, accounting, administrative, legal and business information, technical knowledge, trade secrets, information related to names and/or addresses of staff, clients or potential partners, business offers, reports, plans, projections, data and any other private information, as well as analyses, work documents, compilations, comparisons, studies, documents or any other element owned by the parties that contain or reflect said or analogous information.

Therefore, both parties expressly agree not to disclose to any third party or use or allow others to use for other purposes than those indicated in this contract, either totally or partially, any "CONFIDENTIAL INFORMATION" to which they have access, has been or unauthorized, or that has or has not been provided to you, or that in the future will be.

The provisions of this clause will subsist after the termination of this Contract for any reason and will remain in force for a period of 3 (three) years from the date of termination of the same.

**FOURTEENTH.-** Both parties agree that what is established in this Contract is the only agreement that both parties recognize and that they will respect and abide by what is established in this Contract, over and above what is established in its annexes and/or diverse documentation.

**FIFTEENTH.-** In the event of a mutual agreement between both parties for the termination of this contract, notice must be given 2 months in advance, exempting any penalty for both parties.

**SIXTEENTH.-** For the fulfillment, interpretation and execution of this contract, the parties expressly submit to the Legislation and Jurisdiction of the Competent Courts of the City of Guadalajara, Jalisco, expressly waiving any other jurisdiction that may correspond to them by reason of your present or future address or for any other reason.

Aware of its value and legal force, they grant this Contract in triplicate in the City of, Guadalajara, Jalisco, on the 09 DAYS OF THE MONTH OF MAY, 2023.

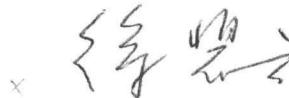
**"THE SERVICE PROVIDER"**  
**TRANS VIVE, S. DE R.L. DE C.V.**



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RAUL GUTIÉRREZ DE VELASCO ROMO  
REPRESENTANTE LEGAL

**"THE CLIENT"**  
**HAITIAN INTERNATIONAL MEXICO S DE RL DE CV**



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XU BIYUN  
APODERADO LEGAL