

CONDUSEF Registration Number: 1623-437-028207/02-00940-0424

AGREEMENT FOR THE PURCHASE AND SALE OF FOREIGN CURRENCY AND MULTIPLE FINANCIAL SERVICES (HEREINAFTER REFERRED TO AS THE "AGREEMENT") ENTERED INTO BY INTERCAM BANCO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, INTERCAM GRUPO FINANCIERO, HEREINAFTER REFERRED TO AS "INTERCAM BANCO" AND, ON THE OTHER HAND, THE LEGAL ENTITY WHOSE NAME APPEARS IN THE DOCUMENT ENTITLED "APPLICATION-CONTRACT" OF THIS AGREEMENT, HEREINAFTER REFERRED TO AS THE "CLIENT", IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES:

STATEMENTS:

- I. Declares "INTERCAM BANCO" through its legal representative, that:
 - a) It is a credit institution duly incorporated and authorized under the laws of the United Mexican States (Mexico).
 - b) It is legally empowered to enter into this Agreement and to assume the obligations arising hereunder, under the terms and conditions set forth below.
 - c) Its legal representative has the powers to enter into this Agreement, which have not been revoked, modified or limited in any way.
 - d) The account(s) documented in this Agreement may be individual, joint and several or joint and several; therefore, the "CLIENT" shall be considered for all legal purposes as the holder(s) guaranteed by the (IPAB) of the deposits made in the account(s) under the terms set forth in this Agreement.
 - e) Its website is www.intercam.com.mx where this Agreement, as well as any updates, fees and notices related to this Agreement, may be viewed.
 - f) This Agreement is registered in the Registry of Adhesion Contracts (RECA) of the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF), under the data and numbers indicated in the upper left margin of this document.
- II. The "CLIENT" declares through its legal representative and under oath that:
 - a) It is a legal entity duly incorporated under the laws of the United Mexican States (Mexico) and with sufficient capacity to be bound by the terms of this Agreement.
 - b) You wish to enter into this Agreement with "INTERCAM BANCO" in order to receive the services covered by this Agreement.
 - c) Its legal representative has sufficient powers to appear in its name and representation to sign this Agreement, which as of the date of execution have not been modified, restricted, limited or revoked in any way.
 - d) The resources with which the present Contract will operate are of lawful origin, likewise you are aware and it is of your knowledge that allowing a third party to use the "Accounts" without having declared it or falsifying information may give rise to improper uses that in turn could constitute the commission of a crime.

PRELIMINARY CHAPTER OF THE CONTRACT REGULATIONS

FIRST. This Deposit Account Opening Agreement in Pesos (legal tender in Mexico) and in Dollars (legal tender in the United States of America) shall govern the "Accounts" and the banking operations and/or services indicated in the clauses of this Agreement, its respective annexes and cover pages (hereinafter the "Cover Page" or the "Cover Pages"), the terms of which are an integral part of this instrument.

The Contract contains the following products or services:

1.	Bank deposits of money at sight in pesos and dollars and opening of accounts	(Pages 1-4)
2.	Bank time deposits, deposits withdrawable upon notice and deposits withdrawable on preset days	(Page 4)
3.	Of promissory notes with yields payable at maturity	(Page 4-5)
4.	On the conclusion of foreign currency purchase and sale transactions	(Pages 6-9)
5	Common Provisions Applicable to Electronic Banking	(Pages 8-15)

SECOND. The "Accounts", products, services and/or banking operations shall be governed by the provisions of this Agreement, the "Application-Contract" and the respective "Cover Sheets" of the same and, if applicable, by the provisions of each request for products, services or operations that in the future the "CLIENT" requests to "INTERCAM BANCO", which shall be added as annexes and shall become an integral part of the same (hereinafter the "Annexes").

THIRD. The "CLIENT" shall provide "INTERCAM BANCO" with all documents and information required by "INTERCAM BANCO", related to any product, transaction, "Account" and/or service contracted with "INTERCAM BANCO", pursuant to this Agreement.

The "CLIENT" declares that each and every one of the operations that he/she performs under this Agreement, will be with money derived from the normal development of his/her activities and therefore do not come from the performance of illicit activities, Therefore, he/she declares to know and fully understand the provisions related to the operations carried out with resources of illicit origin and their consequences, being obliged to hold "INTERCAM BANCO" harmless from any liability, damage or harm in which "INTERCAM BANCO" could be involved, due to the non-compliance of the "CLIENT" with what is stated in this clause.

CHAPTER I OF DEMAND DEPOSITS IN PESOS AND DOLLARS AND OF THE OPENING OF BANK ACCOUNTS IN PESOS AND DOLLARS

FOURTH. "INTERCAM BANCO" agrees to receive from the "CLIENT" in its branches, deposits of money in pesos (legal currency in Mexico) and dollars (hereinafter the "Deposits") to be credited to the demand deposit account(s) (hereinafter the "Account(s)") that under this Agreement "INTERCAM BANCO" will open to the "CLIENT". For the purposes of this Agreement and as the context may require, the "Account(s)" will be referred to as ("Account" or "Accounts").

Currency" shall be understood as the dollar, or any other currency different from the peso (legal tender in Mexico), freely transferable and immediately convertible into dollars.

"INTERCAM BANCO" will only open "Accounts" denominated in Dollars, provided they are:

a) Entities domiciled in Mexican territory, and



b) Official representations of a foreign government, international organization or similar institutions; in any case, the "CLIENT" must be accredited in Mexico before the corresponding authorities.

"INTERCAM BANCO" will request the "CLIENT", the documentation it deems necessary to prove that it complies with any of the aforementioned assumptions, obliging the "CLIENT" to notify "INTERCAM BANCO" when it ceases to comply with any of such assumptions.

FIFTH. The Deposits received by "INTERCAM BANCO" will be refundable on demand (except when expressly stated otherwise in this Agreement), in the same currency in which they have been deposited, in accordance with the terms set forth in this Agreement. All the Deposits that the "CLIENT" or any third party makes to credit any of the "Accounts", must be made in Pesos or Dollars in the printed forms or vouchers that "INTERCAM BANCO" provides to the "CLIENT" for such purpose or according to the procedures to access automated and/or electronic systems or via telephone that are authorized by "INTERCAM BANCO".

SIXTH. To each "Account" opened to the "CLIENT", "INTERCAM BANCO" will assign a unique number and a standardized bank code (CLABE), in the understanding that the unique number will be indicated in the "Application-Contract", or will be notified later to the "CLIENT" in the statement of account that "INTERCAM BANCO" makes available at the branches. The balance in favor of the "CLIENT" that is deposited in the "Accounts" will be available at sight at the windows of the branches of "INTERCAM BANCO", it may also be available through Electronic Banking in accordance with the provisions of Chapter VI.

SEVENTH. The "CLIENT", the persons authorized by him or any third party may freely make Deposits in the "Accounts", either in cash or by credit instruments or other documents that are acceptable to "INTERCAM BANCO". The amount of the Deposits in cash and with checks payable to "INTERCAM BANCO", will be credited on the date they are received; the Deposits with checks payable to other banks will be received "unless good collection" and their amount will be credited once they are collected by "INTERCAM BANCO", under the terms of the applicable legal provisions. "INTERCAM BANCO" may credit "firmly" in the "Accounts" the amount of such checks, even if they have not been effectively cashed, in the understanding that if such checks are not paid, the amount of such checks will be charged to the respective "Account" immediately.

Such Deposits may be made:

- a) Directly at the bank counters of the branches of "INTERCAM BANCO".
- b) Through the use of automated or electronic equipment and systems established for such purpose by "INTERCAM BANCO". c) Through other means authorized for such purpose by "INTERCAM BANCO".

The "CLIENT" expressly authorizes "INTERCAM BANCO" to destroy checks payable to other banks that have been delivered for deposit in the "Accounts" and are not paid by the obligor. "INTERCAM BANCO" will proceed to the destruction of the documents that are located in this case, when having informed the "CLIENT" the corresponding return, the latter does not go to the branch that handles his "Account" to recover them within a period of 12 (twelve) months, counted from the date on which the document has been deposited.

The execution of the transactions and the rendering of the services referred to in this section, which are carried out in accordance with paragraphs "b)" and "c)" above, if applicable, shall be in accordance with the provisions of Article 52 (fifty-two) of the Law of Credit Institutions, which establishes that credit institutions may agree to conduct their transactions and render services to the public through the use of equipment, electronic, optical or any other technology, automated data processing systems and telecommunications networks, whether private or public.

The Deposits made by the "CLIENT" shall be evidenced only by means of the receipts issued for such purpose by "INTERCAM BANCO", which shall meet the requirements established for such purpose in the applicable legal provisions, according to the means used to make the Deposit in question.

The minimum amounts for opening and maintenance of the minimum average monthly balance shall be governed in accordance with the provisions of Clause Sixty-ninth of Chapter VII of this Agreement.

EIGHTH. The "CLIENT" may dispose partially or totally of the favorable balance in the respective "Accounts":

- a) By means of transfer orders to different accounts, either our own or third parties';
- b) Through or by means of any electronic or automated equipment or system authorized by "INTERCAM BANCO";
- c) Through any other means that may be established in the future and agreed upon in advance by the parties; and
- d) Through the service known as Domiciliation, by means of recurring charges to the "Accounts" of the "CLIENT", related to the payment of goods, services or credits.

The "CLIENT" shall at all times be entitled to cancel the authorizations made for the Domiciliation of its payments without requiring the prior authorization of the respective suppliers of goods or services, for which it must request such cancellation in writing by signing the cancellation form that for such purposes "INTERCAM BANCO" will keep at its disposal and delivering it to the latter at any of the branches of "INTERCAM BANCO". The foregoing in the understanding that said cancellation shall be made within 3 (three) "BUSINESS DAYS" following the date on which "INTERCAM BANCO" receives said request or within the term established for such purpose by the applicable legislation or regulations.

Once the cancellation takes effect, "INTERCAM BANCO" will refrain from making charges to the "Account" related to such Direct Debit.

EIGHTH BIS. (Exclusive "Accounts" in pesos (legal currency in Mexico). The "CLIENT" expressly authorizes, authorizes and instructs "INTERCAM BANCO" to make periodic charges to his "Account" up to the amount that Intercam Casa de Bolsa, S.A. de C.V., Intercam Grupo Financiero (hereinafter, the "Brokerage House") may request, from time to time, through the means set forth in this "Agreement", exclusively for the brokerage contract(s) in the name of the "CLIENT" entered into with the Brokerage House, by virtue of the operations carried out by the "CLIENT" under the referred brokerage contract(s).

"INTERCAM BANCO" shall not be liable: (i) for the effects derived from this authorization, nor for the operations and instructions drawn by the "CLIENT" to the Brokerage House; (ii) for the damages or losses that may be caused to the "CLIENT", if in the "Account" there are not enough resources to make the charges requested by the Brokerage House; and (iii) for any other cause, therefore, from this moment on, the "CLIENT" agrees to hold "INTERCAM BANCO" harmless from any liability related to the present authorization, accepting from this moment on, that the "CLIENT" does not reserve any legal action whatsoever for such situation.

This periodic charge authorization will be in effect from the date of execution of this Agreement and until the "CLIENT" notifies "INTERCAM BANCO" in



writing, with acknowledgment of receipt, of any change or cancellation thereof.

NINTH. The "CLIENT" authorizes "INTERCAM BANCO" from this moment on, releasing it from any liability it may incur, so that the latter may debit the "Accounts" of the "CLIENT", without prior notice, the amount of the checks endorsed in its favor that it has received for payment in the "Account", when these are not paid by those obligated to do so.

Also, "INTERCAM BANCO" may suspend or cancel the processing of operations that the "CLIENT" intends to perform or perform through the use of electronic equipment or media, optical or any other technology, automated data processing systems and telecommunications networks, whether private or public, that "INTERCAM BANCO" makes available and in which the "CLIENT" has used the means of user identification provided by "INTERCAM BANCO" in accordance with the provisions of **CHAPTER VI PROVISIONS APPLICABLE TO ELECTRONIC BANKING** of this "Agreement" and in whose operations "INTERCAM BANCO" has sufficient elements to presume that the means of identification agreed for such purpose have been used improperly or when "INTERCAM BANCO" detects an error in the respective instruction.

The parties agree that in case the "CLIENT" has received funds to be credited to the "Accounts" through any of the equipment or means indicated in the preceding paragraph and "INTERCAM BANCO" has sufficient elements to presume that the agreed means of identification have been used improperly, it may restrict for up to 15 (fifteen) business days the availability of such funds, in order to carry out the necessary investigations and consultations with other credit institutions related to the transaction in question. "INTERCAM BANCO" may extend the aforementioned term for up to ten (10) more business days, provided that the competent authority has been notified of probable illicit acts committed by virtue of the respective transaction.

When "INTERCAM BANCO", as a result of the corresponding investigation, has evidence that the "Account" was opened with false documentation or information, or that the means of identification agreed upon for the execution of the transaction in question were improperly used, it may charge the "Account" for the respective amount so that it may be credited to the account from which the corresponding resources came, without any liability whatsoever.

Likewise, "INTERCAM BANCO" may charge, without liability and without prior notice, any resources that, due to an error, have been credited to any of the "Accounts" of the "CLIENT" in an erroneous manner or that the same resources do not correspond to him/her and he/she is obliged not to dispose of such resources and to return them immediately to "INTERCAM BANCO".

Likewise, "INTERCAM BANCO" may suspend, retain, immobilize or restrict the "Account(s)" of the "CLIENT", without liability and without prior notice, when:
(i) in compliance with the "General Provisions applicable to credit institutions", as well as the "General Provisions referred to in Article 115 of the Law of Credit Institutions", the policies of Internal Control and Fraud Prevention of "INTERCAM BANCO" has sufficient elements that allow it to presume that: (a) the "CLIENT" may cause damage to the interests of other clients, suppliers, to "INTERCAM BANCO" or to financial entities related to "INTERCAM BANCO" or to other credit institutions; and (b) illicit or allegedly criminal conduct or facts are being committed. In both cases, when operating, "INTERCAM BANCO" may denounce or inform the competent authorities by virtue of the respective operation and investigation. Likewise, "INTERCAM BANCO" may make available the resources of the "Account" and/or of the operation in question, as applicable, before the corresponding authority; (ii) when so required by the judicial, administrative and tax authorities, respectively; and (iii) when so required by the Bank of Mexico, the National Banking and Securities Commission and/or CONDUSEF.

Except as provided in the preceding paragraph, "INTERCAM BANCO" shall notify the "CLIENT" through any of the means of communication agreed in this "Contract", the performance of any of the actions provided in this clause, so that the "CLIENT" releases, in this act, from any liability that "INTERCAM BANCO" may incur as a result of such assumptions.

TENTH. Under the terms and conditions that based on amounts, minimum average balances, or other circumstances determined by "INTERCAM BANCO" for each "Account" or bank deposit of money on demand, the Deposits may or may not generate interest. The terms and conditions under which "INTERCAM BANCO" will be able to offer the payment of interest, as well as the periodicity to be considered for the calculation thereof, will be disclosed to the "CLIENT" in the corresponding Cover Sheet.

When the "CLIENT" opts for a type of Deposit that offers the payment of interest, such interest will be calculated on the average daily balances of the period in which they have been in force and will be credited to the account of the "CLIENT" in monthly installments in arrears. In the Deposits that generate interest, "INTERCAM BANCO" invariably reserves the right to review and adjust at any time the rate to accrue. The "CLIENT" hereby authorizes "INTERCAM BANCO" to withhold the corresponding income tax in accordance with the applicable tax legislation. The parties may agree in writing other ways in which interest may be calculated.

ELEVENTH. At the request of the "CLIENT", "INTERCAM BANCO" may transfer funds from one "Account" to another opened in other Credit Institutions, denominated in Pesos or Dollars, through the Interbank Electronic Payments System ("SPEI") or the Interbank Payments System in Dollars ("SPID"), as applicable, in accordance with the applicable legal provisions and the instructions received for such purpose from the "CLIENT", provided that there are sufficient funds in the "Account" from which such payments are to be made. In case of errors in the data provided by the "CLIENT", "INTERCAM BANCO" shall have no responsibility for making the transfers in accordance with the instructions provided. Neither will "INTERCAM BANCO" be liable for any damages that may be caused to the "CLIENT" when due to an act of God or force majeure it is not possible to transfer funds through the payment systems authorized and operated by Banco de México, also in the event that the "Account" is subject to any security measure issued by a judicial or administrative authority, or if it has been cancelled. "INTERCAM BANCO" shall be released from all liability at the time that, if applicable, it transmits the corresponding funds to the receiving credit institution, and shall have no liability in the event that such funds are not accepted for any reason by the receiving credit institution and, consequently, the latter proceeds to return them. In any case, "INTERCAM BANCO" shall be entitled to charge the commissions originated, even if the transfer of funds is not made for the reasons herein expressed, in accordance with the annex of commissions of this Agreement. "INTERCAM BANCO" shall be authorized by the "CLIENT" to exchange information with Banco de México and the receiving, intermediary or correspondent credit institutions, in order to carry out the transfer of funds ordered by the "CLIENT".

TWELFTH. The "CLIENT" may authorize the persons whose names and signatures are stated separately in the printed signature registration form corresponding to this Agreement, to dispose of the funds deposited in the "Accounts", to order transfers of funds from one "Account" to another. The foregoing in terms of articles 57 (fifty seven) of the Law of Credit Institutions, which allows such authorization, and 9 (nine) section II of the General Law of Credit Instruments and Operations, which regulates the granting of the general power of attorney to grant and subscribe credit instruments.

Any modification of authorized persons to dispose of the resources of the "Accounts" will take effect as of the second banking business day after the date on which the "CLIENT" notifies "INTERCAM BANCO" in writing with acknowledgment of receipt, by means of the aforementioned printed form, which must be signed by the "CLIENT" and the new authorized persons. The most recent form complements or leaves without effect, as indicated by the "CLIENT" the previously delivered forms, as the case may be, and shall form an integral part of this Agreement.



THIRTEENTH. Each "Account" will have a monthly cut-off date that will be communicated to the "CLIENT", which may be modified by "INTERCAM BANCO" and will be notified in the account statement.

Any of the "Accounts" referred to in this Chapter I (one Roman numeral) of this Agreement shall serve as "Key Account" for all other operations contracted and carried out by the "CLIENT" under this Agreement. By "Key Account" shall be understood the "Account" which is the origin of the resources invested under this Agreement in each operation or the "Account" in which the respective debits and credits are made for any of the operations or services offered by "INTERCAM BANCO".

CHAPTER II OF BANK TIME DEPOSITS, DEPOSITS WITHDRAWABLE ON NOTICE AND DEPOSITS WITHDRAWABLE ON SPECIFIED DAYS

FOURTEENTH. "INTERCAM BANCO" may receive from the "CLIENT", with charge to the balances deposited in any of the "Accounts" of the "CLIENT" that in terms of the respective voucher or receipt serves as "Core Account", Term Deposits in local currency or in Investment Units (UDIS), except that in accordance with the applicable provisions they may also be made in foreign currency, through the acceptance of each of the requests of the "CLIENT", through any of the means authorized by "INTERCAM BANCO" for such purpose. "INTERCAM BANCO" will coordinate its acceptance of the aforementioned Term Deposits through the issuance of the corresponding Term Deposits certificates. "INTERCAM BANCO" reserves the right to freely determine the amounts above which it is willing to receive such Time Deposits.

In substitution of the corresponding Term Deposit Certificates, "INTERCAM BANCO" may deliver to the "CLIENT", a voucher or receipt in which it will be stated that such certificates are deposited in the institution itself under the clauses related to the Bank Deposits of Securities under Administration provided in this Agreement. The vouchers issued by "INTERCAM BANCO" shall always be nominative and their characteristics shall be in accordance with the means used by the "CLIENT" to enter into the transaction.

FIFTEENTH. Upon the constitution of each Term Deposit, the "CLIENT" and "INTERCAM BANCO" will freely agree on the interest rate applicable to such Deposit, as well as the periodicity for the payment of interest.

SIXTEENTH. The Term Deposit certificates will not be negotiable or constitute a credit instrument and will only be transferable with the prior written approval given by "INTERCAM BANCO".

SEVENTH. The amounts, maturities, terms and interest rates corresponding to each of the Time Deposits will be specified in each of the Term Deposit Certificates issued by "INTERCAM BANCO" in favor of the "CLIENT".

EIGHTEENTH. The term of each of the Time Deposits shall be fixed, agreed in calendar days, and shall not be less than one day and mandatory in compliance with time for both parties. Upon maturity of each term deposit, "INTERCAM BANCO" will reimburse the "CLIENT" the amount of the Deposit (plus the respective interest, if any, that may have been generated) in the respective "Axis Account", in accordance with the instructions specified by the "CLIENT".

In the case of Deposits in foreign currency or in UDIS, the terms will be adjusted in accordance with the applicable legal provisions.

NINETEENTH. In the bank deposits of money withdrawable upon notice, the "CLIENT" may not dispose of the amounts deposited until the time established in the forms or automated vouchers subscribed for the operation has elapsed. When the time period is not indicated when the Deposit is constituted, it will be understood that the deposit is withdrawable on the business day following the day in which the "CLIENT" notifies "INTERCAM BANCO" by any means the withdrawal of the Deposit.

TWENTY SEVENTH. In the bank deposits of money withdrawable on pre-established days, the "CLIENT" may not dispose of the amounts deposited but on the days agreed in the forms or automated vouchers signed for the operation. Notwithstanding the foregoing, "INTERCAM BANCO" may agree with the "CLIENT" that he/she may dispose of the deposited funds on days other than those pre-established, by prior notice given to "INTERCAM BANCO" with the anticipation established in said forms or vouchers.

CHAPTER III OF PROMISSORY NOTES WITH YIELDS PAYABLE AT MATURITY

TWENTY-FIRST. The "CLIENT" may deliver to "INTERCAM BANCO" sums of money that will be received by it as commercial loans. Each loan will be documented in a Promissory Note with Yield Payable at Maturity (hereinafter "PRLV"), issued by "INTERCAM BANCO".

The "CLIENT" and "INTERCAM BANCO" expressly agree that the "PRLV" form an integral package of services, which includes the opening of an "Account", in terms of the provisions of Chapter I of this Agreement. The aforementioned "Account" shall have the character of "Axis Account", in terms of the provisions of the second paragraph of Clause Thirteen of Chapter I of this voluntary a g r e e m e n t.

TWENTY-SECOND. "INTERCAM BANCO" may freely determine the amounts and minimum balances from which it is willing to receive such loans, which are specified in the document entitled "Application-Contract" or in the Application subsequently signed by the "CLIENT" for the contracting of the product covered by this Chapter, which shall be an integral part of this Agreement. The referred loans shall be precisely in local currency or UDIS, unless in accordance with the applicable provisions they may be made in foreign currency. In the case of loans in foreign currency, "INTERCAM BANCO" shall return the amounts borrowed plus the respective interest in accordance with the Mexican Monetary Law in effect at the time of payment.

TWENTY THIRD. "INTERCAM BANCO" may receive from the "CLIENT" the "PRLV" in Deposit for its custody and administration, according to the provisions related to the Bank Deposits of Securities in Administration of this Agreement. The deposit and custody of the "PRLV" delivered by the "CLIENT" to "INTERCAM BANCO" in accordance with the above provisions shall be verified with the receipts that "INTERCAM BANCO" issues to the "CLIENT".

TWENTY FOURTH. Upon receipt of the loans, the parties shall agree in each case, in the respective voucher of the transaction issued by "INTERCAM BANCO" to the "CLIENT", the term for repayment thereof. The term shall be agreed upon in calendar days, and shall not be less than one day and shall be mandatory for both parties. "INTERCAM BANCO" will return each amount loaned on the date on which the agreed term for its payment ends.

TWENTY FIFTH. For the sums received on loan, "INTERCAM BANCO" will pay the "CLIENT" interest at the annual interest rate agreed upon by the parties for each loan in the receipt of each transaction issued by "INTERCAM BANCO" to the "CLIENT", which will remain unchanged during the term of the loan,



and will not be subject to any revision. Interest shall be payable at the expiration of the term for the payment of the principal amount of the respective loan. The "PRLV" issued by "INTERCAM BANCO" documenting the loans will always be nominative, and may not be paid in advance, nor may they be transferred to credit institutions, which may not receive them as guarantee, unless "INTERCAM BANCO" previously authorizes otherwise in writing.

TWENTY SIXTH. The "CLIENT" and "INTERCAM BANCO" expressly agree that the maturity of any of the loans documented in "PRLV" under this instrument does not imply the termination of this Agreement, but only of the respective transaction.

The parties agree that in order to proceed with the termination of this Agreement, with respect to the loan operations documented through "PRLV", as well as with respect to the "Account", express and formal notice is required in terms of the provisions of clause Eighty-third of Chapter VII (seven roman) of this Agreement.

The termination of the Contract, as regards the loan operations documented through "PRLV", necessarily implies the termination of the Contract as regards the "Account" and vice versa.

CHAPTER IV

PROVISIONS APPLICABLE TO INTEREST-BEARING DEMAND DEPOSITS, TIME DEPOSITS, DEPOSITS WITHDRAWABLE ON PRIOR NOTICE, DEPOSITS WITHDRAWABLE ON SPECIFIED DAYS AND PROMISSORY NOTES WITH YIELDS PAYABLE AT MATURITY

TWENTY SEVENTH. All interest on the transactions referred to in Chapters I, II and III of this Agreement shall be expressed in annual rates and shall be calculated by dividing such rates by 360 (three hundred and sixty), multiplying the result thus obtained by the number of days actually elapsed during the period in which interest accrues at the corresponding rate, and the balance obtained shall be multiplied by the average daily balance.

The parties agree that the calculation of the yields generated from the corresponding operations shall be made on the last business day of each month and shall be settled on the same date.

"INTERCAM BANCO" will determine in the respective Cover Sheet, the Total Annual Gain (GAT), in accordance with the provisions of the general provisions issued by Banco de México, which will be expressed in annual percentage terms that, for informative and comparative purposes, incorporates the capitalizable nominal interest generated by term deposit transactions, withdrawable on pre-established days and savings, entered into by "INTERCAM BANCO" with the "CLIENT", less the costs related to the transaction, including the opening costs.

In the event that the maturity of any Deposit or "PRLV" is on a non-business day, payment shall be made on the immediately following business day and, in this case, the respective interest shall continue to accrue until the day of payment, including the originally agreed interest rate.

TWENTY-NINTH. Unless "INTERCAM BANCO" receives written instructions from the "CLIENT" to the contrary, "INTERCAM BANCO" shall be entitled to automatically renew the Term Deposits received from the "CLIENT" as well as the loans documented with "PRLV", at the same term originally agreed and at the interest rate prevailing on such renewal date as determined by "INTERCAM BANCO", which in no case may be lower than the interest rate at which "INTERCAM BANCO" is willing to enter into passive operations with the general public and which will be announced by means of posters, boards or blackboards located in the branches of "INTERCAM BANCO".

THIRTEENTH. The renewals referred to in clause Twenty Ninth above will only be made if "INTERCAM BANCO" has the power to make them in accordance with its capacity, legal limits and market conditions, therefore, the "CLIENT" hereby releases "INTERCAM BANCO" from any liability in case it does not automatically renew any Term Deposit received from the "CLIENT" or "PRLV" from the "CLIENT".

In the event that "INTERCAM BANCO" does not carry out the automatic renewal referred to in this clause, "INTERCAM BANCO" shall notify the "CLIENT" of such situation, on the maturity date of the investment, through the means established in this contract", and shall transfer the respective resources upon maturity of the investment term, to the "Axis Account" determined by the "CLIENT".

When the maturity of the Time Deposits and the "PRLV" is on a non-business day, the automatic renewal will be made on the same non-business day at the same term originally agreed upon, applying the interest rate prevailing on the banking business day immediately prior to the day of renewal, which "INTERCAM BANCO" has determined and disclosed in accordance with this clause.

The "CLIENT" is entitled to cancel the automatic renewal of the Term Deposits and the "PRLV", precisely on the banking business day following the aforementioned renewal, for which the "CLIENT" must appear at any of the branches of "INTERCAM BANCO", requesting the withdrawal of its loan. In this case, "INTERCAM BANCO" will pay the "CLIENT" the loan together with the interest accrued thereon. The interest will be calculated at the originally agreed rate, considering all the days actually elapsed, including the day of payment.

THIRTEENTH ONE. In those cases in which the "CLIENT" instructs "INTERCAM BANCO" not to operate the automatic renewal of the Term Deposits received from the "CLIENT" as well as the loans documented with "PRLV", "INTERCAM BANCO" will transfer, on the business day immediately following the maturity date, the respective resources to the "Axis Account" determined by the "CLIENT".

THIRTY SECOND. "INTERCAM BANCO" informs the "CLIENT" that, in terms of the Law for the Protection of Bank Savings and the applicable rules, only the Bank Deposits of money on demand and savings accepted by "INTERCAM BANCO" are guaranteed by the Institute for the Protection of Bank Savings (IPAB), up to the equivalent of four hundred thousand UDIS per legal entity, regardless of the number, type and kind of such obligations in its favor and in charge of "INTERCAM BANCO".

In the event that a "CLIENT" has the character of Holder Guaranteed by the IPAB in two or more "Accounts" in "INTERCAM BANCO", and the sum of the balances of the Guaranteed Obligations derived from the "Accounts" exceeds the amount equivalent to four hundred thousand UDIS, the IPAB will only pay up to such amount, prorating it among the "Accounts" according to their balance.

THIRTEENTH THIRD. The principal and interest of the deposit instruments that do not have a maturity date, or that have a maturity date and are automatically renewed, as well as the transfers or investments that are past due and unclaimed, which in the course of 3 (three) years have had no movement for Deposits or withdrawals, will be credited to a global account that "INTERCAM BANCO" will keep for such purposes. The payment to the aforementioned global account will be made after 90 (ninety) calendar days after "INTERCAM BANCO" has given written notice to the "CLIENT" at the domicile of the latter, informing him of the foregoing.



The resources contributed to the global account will only generate monthly interest equivalent to the increase in the National Consumer Price Index (NCPI) in the respective period.

In case the "CLIENT" comes to make a Deposit or withdrawal, or claim the transfer or investment, "INTERCAM BANCO" will withdraw the total amount from the global account, in order to credit it to the account indicated by the "CLIENT" or to deliver it to him/her.

The rights derived from the Deposits and investments and their interest referred to in this clause, without movement in the course of 3 (three) years counted from the date the latter are deposited in the global account, whose amount does not exceed per "Account", the equivalent of three hundred days of general minimum salary in force in Mexico City, shall prescribe in favor of the patrimony of the public charity.

CHAPTER V OF THE CONCLUSION OF FOREIGN CURRENCY PURCHASE AND SALE TRANSACTIONS

THIRTEENTH FOURTH DEFINITIONS - The parties agree that for the purposes of this Agreement, the following terms shall have the meanings expressed below, equally applicable in the singular or plural:

"COUNTERVALUE" - Means, with respect to each "TRANSACTION", the amount in "PESOS", resulting from multiplying the amount of "CURRENCY" by the "EXCHANGE RATE".

"BUSINESS DAY(S)" - The banking business day(s) both in the United Mexican States and in the market(s) in which the "CURRENCIES" object of the "TRANSACTION" are delivered or received.

"ACCESS DEVICE" - means the token(s) that "INTERCAM BANCO" will deliver to the "CLIENT" in accordance with the provisions of this Agreement, the use of which is non-transferable and must be used by the "CLIENT".

"CURRENCY" - "DOLLARS", as well as any other foreign currency freely transferable and immediately convertible into "DOLLARS" that the party acting as seller shall deliver to the party acting as buyer and shall be that which the parties precisely agree upon on the "DATE OF CONCLUSION" of each "TRANSACTION".

"DOLLARS" - means the legal tender in the United States of America.

"CONCLUDING DATE" - The "BUSINESS DAY" on which the parties agree on the execution and performance of a "TRANSACTION".

"SETTLEMENT DATE".- On the "BUSINESS DAY" on which compliance with the obligations agreed in the "TRANSACTION" becomes due, which may be the same "DATE OF CONCLUDEMENT" ("same day value date"), the immediately following "BUSINESS DAY" ("24 hour value date"), or the second "BUSINESS DAY" following the "DATE OF CONCLUDEMENT" of the "TRANSACTION" (24 hour value date), or the second "BUSINESS DAY" following the "DATE OF CELEBRATION" of the "TRANSACTION" (48 hours value date), or the third "BUSINESS DAY" following the "DATE OF CELEBRATION" of the "TRANSACTION" (96 hours value date).

"MORATORIO CHARGES" - Costs that "INTERCAM BANCO" will charge the "CLIENT" in accordance with the provisions of the Thirty-Seventh and Fortieth clauses of this Agreement, in the event that the "CLIENT" does not settle the "COUNTERVALUE" of the "TRANSACTIONS" it carries out.

"INSTRUCTION" - Order issued by the "CLIENT" and/or "AUTHORIZED PERSONNEL" (term defined below), to carry out a "TRANSACTION".

"ELECTRONIC MEDIA" - The equipment, programs, optical, electronic and computer media; derived from technology, technological developments, automated data processing systems and telecommunications networks, whether public or private, present or future, accepted in this act by the "PARTIES".

"TRANSACTION" - Those sales and purchases in which the conditions of the transaction are stipulated ("CURRENCY", "EXCHANGE RATE", "COUNTERVALUE" and "SETTLEMENT DATE") and the "CURRENCY" and its "COUNTERVALUE" are delivered on the "SETTLEMENT DATE".

"PESOS". Means the legal tender in the United Mexican States.

"EXCHANGE RATE" - Means, with respect to each "TRANSACTION", the agreed amount in "PESOS" that the buyer shall pay for each unit of "FOREIGN CURRENCY" that it acquires, which shall be freely agreed by the parties on the "DATE OF CONCLUSION".

THIRTY-FIFTH. TRANSACTIONS - Under this Agreement, the parties may enter into "TRANSACTIONS", acting for each "TRANSACTION" indistinctly, either as buyer or seller.

Derived from each one of the "TRANSACTIONS", the parties will carry out "CURRENCY" spot sales and purchases, in which, depending on the nature in which they act, either as sellers, they will transfer the property of the "CURRENCY" or, as buyers, they will pay for them the corresponding "COUNTERVALUE", precisely on the "SETTLEMENT DATE" and according to the "EXCHANGE RATE" agreed for each one of the "TRANSACTIONS".

For purposes of this Agreement, a "TRANSACTION" shall be deemed to have been entered into when at least: (i) the amount and type of "CURRENCY" to be purchased and sold in the "TRANSACTION" in question; (ii) the "EXCHANGE RATE" to determine the "COUNTERVALUE" of the "TRANSACTION"; (iii) the "DATE OF EXCHANGE" and (iv) the "DATE OF SETTLEMENT" are agreed upon.

The "TRANSACTIONS" shall be agreed upon in "BUSINESS DAYS", by telephone, in writing or through any "ELECTRONIC, optical, computer or telecommunications means derived from technology and accepted by the parties.

Once the "TRANSACTION" has been arranged, the "CLIENT" undertakes to settle the same under the terms and conditions agreed at the time of the arrangement, regardless of the fluctuations that the "EXCHANGE RATE" of the "CURRENCY" subject of the mentioned "TRANSACTION" may have, derived from the volatility in the markets or for any other cause.

THIRTEENTH SIXTH. REPRESENTATIVES OF THE "CLIENT" AND CHANGE OF FINANCIAL SITUATION - The "CLIENT" designates to represent



him/her in all matters related to this instrument, the person(s) indicated in the "Application-Contract" of this Contract, who accredits his/her/their personality with the documents indicated therein, copy(s) of which is/are attached to this instrument.

In case of change of representative(s), the "CLIENT" undertakes to notify "INTERCAM BANCO" in writing, attaching certified copies of the corresponding powers of attorney. In case of not making the mentioned notification, "INTERCAM BANCO" will not be responsible for the "TRANSACTIONS" carried out according to the instructions received from the representative(s) registered at that date.

The "CLIENT" may designate natural persons for the execution of its "TRANSACTIONS" (hereinafter the "AUTHORIZED PERSONNEL"). The "AUTHORIZED PERSONAL" is designated by the "CLIENT" under his strict responsibility and risk, expressly granting him the authorization referred to in article 310 of the Code of Commerce. The "AUTHORIZED PERSONAL" shall be considered as a factor of the "CLIENT" for all legal purposes, therefore the "AUTHORIZED PERSONAL" may issue any type of instructions to carry out "TRANSACTIONS" in the name and on behalf of the "CLIENT", as well as to instruct the destination of the consideration derived from the "TRANSACTIONS". By virtue of this, the "CLIENT" releases "INTERCAM BANCO", its officers and employees from any liability derived or to be derived from the acts and "TRANSACTIONS" carried out in compliance with the instructions of the "AUTHORIZED PERSONNEL".

Likewise, the "CLIENT" has the obligation to inform "INTERCAM BANCO" of any negative change in its financial situation or change in its shareholding structure.

THIRTY-SEVENTH. SETTLEMENT OF TRANSACTIONS. When the "TRANSACTIONS" have to be settled by "INTERCAM BANCO" in "PESOS" or "CURRENCIES", it will comply with the mentioned settlement by means of deposit or electronic transfers, of the "PESOS" or "CURRENCIES" in the "Axis Account" that the "CLIENT" indicates in the "Application-Contract" of this Contract or in writing, or that which it subsequently indicates in writing signed by its legal representative or, if applicable, through "ELECTRONIC MEANS".

The "CLIENT" shall settle the "TRANSACTIONS" by means of a Deposit in the accounts that "INTERCAM BANCO" designates for such purposes, in the understanding that the "TRANSACTION" shall be considered settled until such time as "INTERCAM BANCO" has the funds duly credited and available in the referred accounts.

In the event that the "CLIENT" does not settle the "TRANSACTIONS" in full, "DELAY CHARGES" will be generated as of the following "BUSINESS DAY", according to the rate indicated in the fortieth clause of this Agreement, counted as of the "SETTLEMENT DATE" agreed upon by the "CLIENT".

The parties undertake to deliver the "DIVISA" and/or the "PESOS" on the "DATE OF SETTLEMENT" in available funds and free of any deduction or claim, with the exception of the tax deductions or withholdings that "INTERCAM BANCO" may be obliged to make.

For non-compliance in the payment of cash, electronic transfers or in cash for causes attributable to the "CLIENT", the rate indicated for "DELAYED COSTS" in the fortieth clause of this Agreement shall be applied.

THIRTEENTH EIGHTH VOUCHER.- "INTERCAM BANCO" will prepare a voucher for each "TRANSACTION", which will contain all the necessary data for its identification and the amount of the "TRANSACTION". This voucher and the number of its accounting record will be available to the "CLIENT" at the office of "INTERCAM BANCO" where the "TRANSACTION" took place, as of the following "BUSINESS DAY" after the "TRANSACTION" took place.

For purposes of the above paragraph, the "CLIENT" declares to have full knowledge that the receipt of each "TRANSACTION" is available to him/her on the "BUSINESS DAY" following the "TRANSACTION" at the domicile of "INTERCAM BANCO".

Once the "TRANSACTION" has been settled, no later than the following day the corresponding invoice will be issued, which will be available to the "CLIENT" at the offices of "INTERCAM BANCO", or will be sent to the domicile of the "CLIENT", or by e-mail, according to the express instructions of the "CLIENT".

The "CLIENT" expressly agrees that he/she will have a term of 24 (twenty-four) hours counted from the conclusion of the "TRANSACTION" to object to the "TRANSACTION" in case it has not been carried out according to the "CUSTOMER's" instructions. Such objection shall be admissible provided that: i) the "TRANSACTION" has not been settled; and ii) such objection is made in writing addressed to "INTERCAM BANCO" in which the receipt of the same by a legal representative of "INTERCAM BANCO" is evidenced. If no objection is presented, it shall be presumed for all legal purposes that the "TRANSACTION" has been expressly consented and accepted by the "CLIENT".

The "CLIENT" authorizes any of its "AUTHORIZED PERSONNEL" to receive and sign the receipts generated in connection with the "TRANSACTIONS" entered into with "INTERCAM BANCO".

"INTERCAM BANCO" shall not be obligated to send account statements to the "CLIENT", with respect to the "TRANSACTIONS" entered into under this chapter. The list of the records of the "TRANSACTIONS" made by the "CLIENT" will be available to him/her at the branches of "INTERCAM BANCO".

The "CLIENT" in terms of clause Thirty Sixth of this instrument authorizes and authorizes any of its "AUTHORIZED PERSONNEL" to receive and sign the confirmations and invoices generated in connection with the "TRANSACTIONS" entered into with "INTERCAM BANCO".

THIRTY-NINTH. PAYMENT OF THE COUNTERVALUE. "INTERCAM BANCO" will only receive from the "CLIENT" deposits by means of: (i) cash at the branches of "INTERCAM BANCO" as long as it does not exceed the amounts established in accordance with the internal policies of "INTERCAM BANCO" and the applicable legal provisions on the matter, (ii) checks, or iii) electronic transfer of funds in those checking accounts that "INTERCAM BANCO" has open in its name in Credit Institutions, for which "INTERCAM BANCO" will let the "CLIENT" know the name of the banking institution and the account number to be used, if applicable, together with the personalized bank reference of the "CLIENT".

FOURTEENTH. PAYMENT OF TRANSACTIONS WITH CREDIT INSTRUMENTS AND "LATE PAYMENT CHARGES".- In the event that the "CLIENT" makes the payment of any "TRANSACTION" by check, payment document or any other instrument received "safe collection", issued by financial institutions, public or private, national or foreign, and such instrument is returned for reasons not attributable to "INTERCAM BANCO", it reserves the right to charge the "CLIENT", in addition to the principal amount, 20% (twenty percent) of the amount of the check, document or title of credit returned, as indemnification, as well as the amount resulting from applying the interest rate of the "INTERCAM BANCO", document or credit instrument returned, as indemnification, as well as the amount resulting from applying the current Interbank Equilibrium Interest Rate, multiplied by three, plus ten points, on the amount of the referred check, document or credit instrument, for each day that elapses until the "CLIENT" settles the total amount according to this clause, for "MORATORIO CHARGES".



The "CLIENT" is responsible and solely liable for the payment of the documents drawn or endorsed by third parties in favor of the "CLIENT" and the latter in turn has made the endorsement to "INTERCAM BANCO", notwithstanding the foregoing, "INTERCAM BANCO" reserves the right to exercise any exchange action against the endorsee or the drawer of the credit instrument.

Likewise, the "CLIENT" is hereby informed that the fraudulent presentation of a bad or apocryphal check in order to settle any transaction constitutes a crime, which is provided for in Article 387 section XXI of the Federal Criminal Code.

SECTION FOURTEENTH ONE. MEANS TO GIVE "INSTRUCTIONS" - The "CLIENT" may give instructions to "INTERCAM BANCO" to carry out "TRANSACTIONS" and make payments derived therefrom, personally, in writing or through "ELECTRONIC MEANS" in terms of the provisions of clause Thirty-Fifth of this Agreement.

Likewise, "INTERCAM BANCO" may notify the "CLIENT" of any notice, requirement, registration of destination accounts in the performance of the "TRANSACTIONS" it carries out, by the same means indicated in the preceding paragraph.

The use of the "ELECTRONIC MEANS" implies the acceptance of the "PARTIES" to carry out "TRANSACTIONS", issue instructions to settle "TRANSACTIONS", make consultations, comply with obligations, give notices, make requirements, as well as to enter into "TRANSACTIONS", under this Agreement and that the "ELECTRONIC MEANS" themselves allow, according to their nature and that "INTERCAM BANCO" may make available to the "CLIENT". For such purposes, "INTERCAM BANCO" will provide the "CLIENT" with the corresponding means of identification and "ACCESS DEVICES" for its use, for which the "CLIENT" expressly agrees from now on, that its use implies the acceptance of the ELECTRONIC MEANS" and of all the legal effects derived from its use, being the total responsibility of the "CLIENT" the use of the same.

Likewise, the "CLIENT" knows, accepts and authorizes that any conversation may be recorded by "INTERCAM BANCO" as well as that such conversations will be the exclusive property of "INTERCAM BANCO", which will produce the same effects that the laws grant to the documents signed by the Parties, therefore, they will have the same probative value at the time.

Finally, the "CLIENT" hereby releases "INTERCAM BANCO", its officers, employees, shareholders, and delegates from any liability that may arise from "INTRUCCIONES" drawn and "TRANSACTIONS" settled in contravention of the provisions of this Agreement.

The "CLIENT" authorizes "INTERCAM BANCO" to debit any "Account" that "INTERCAM BANCO" operates or may operate, the unpaid amounts derived from the settlement of "TRANSACTIONS", as well as the debts for interest, commissions, expenses and other accessories derived from this Agreement. The respective compensation may only be made when the "CLIENT" has an overdue debit balance of more than 2 (two) calendar days counted as of the generation of the respective payment obligation.

FORTUITOUS CASE OR FORCE MAJEURE - "INTERCAM BANCO" shall not be liable for the non-compliance with the "INSTRUCTIONS" given by the "CLIENT" when the non-compliance is due to the occurrence of a fortuitous case or force majeure.

FORTY-FOURTH. COMPENSATION. In accordance with the provisions of Article 2185 and other applicable articles of the Federal Civil Code and the Civil Code for Mexico City and the correlative articles of the other Federal Entities, in the event that there are amounts payable in the same "CURRENCY" by both parties with respect to one or several "TRANSACTIONS", the two debts up to the amount of the lesser amount shall be necessarily offset and, therefore, they shall be extinguished and the party whose amount is greater shall pay the amount in excess of the amounts offset shall be obligated to pay the amount of the offset amounts.

CHAPTER VI PROVISIONS APPLICABLE TO ELECTRONIC BANKING

FORTY-FIFTH, DEFINITIONS.

Authentication: the set of techniques and procedures used to verify the identity of the user:

- a) A User and its power to perform transactions through the Electronic Banking service.
- b) An Institution and its authority to receive instructions through the **Electronic Banking** service.

Electronic Banking: the set of banking services and operations that the Institutions perform with their Users through Electronic Means. Host to Host Banking: the Electronic Banking service through which a direct connection is established between the computer equipment of the User previously authorized by the Institution and the computer equipment of the Institution itself, through which the latter process the information for the performance of banking services and transactions.

Mobile Banking: the Electronic Banking service in which the Access Device consists of the User's Mobile Telephone, whose telephone line number is associated with the service.

Internet Banking: the Electronic Banking service carried out through the worldwide electronic network known as Internet, in the site corresponding to one or more domains of the Institution, including access through the WAP protocol or any equivalent.

Audio Response Telephone Banking: Electronic Banking service through which the Institution receives instructions from the User through a telephone system and interacts with the User through voice recordings and tones or voice recognition mechanisms, including Interactive Voice Response (IVR) systems.

Voice to Voice Telephone Banking: the Electronic Banking service by means of which a User instructs via telephone through a representative of the Institution duly authorized by the Institution, with specific functions, who may operate in a call center, to carry out operations on behalf of the User.

Blocking of Authentication Factors: the process by which the Institution temporarily disables the use of an Authentication Factor.

Encryption: the mechanism to be used by the Institutions to protect the confidentiality of information by means of cryptographic methods using encryption algorithms and keys.

Password: the string of characters that authenticates a User in an Electronic Media or in an Electronic Banking service.

Own Authorized Accounts: Bank deposit accounts of money opened in "INTERCAM BANCO" and enabled in the Electronic Banking system by the "CLIENT" in which he/she is the holder or in which he/she is authorized to dispose of the funds. The "CLIENT" may cancel "Own Authorized Accounts" enabled in the Electronic Banking system and register new bank accounts through the Electronic Banking modification form available at "INTERCAM BANCO" branches. Said form shall be signed by the "CLIENT" and shall be added as an annex to this Agreement, which shall become an integral part of the same. Additionally, the "CLIENT" may register and cancel its own Authorized Accounts through the Electronic Banking system, in the corresponding section. "INTERCAM BANCO" may refuse to register as Own Authorized Accounts or even cancel those that have been previously registered by the "CLIENT" when it deems it convenient.

Authorized Third Party Accounts: Bank deposit accounts of money opened and in force in "INTERCAM BANCO" or in other national and International



Banks by third parties that will be registered in the **Electronic Banking** system by the "CLIENT", by the **Administrator User** or by the empowered and authorized **Users** that have the necessary level of access, so that they can make payments in favor of third parties or transfer funds between accounts opened in "INTERCAM BANCO" through the **Electronic Banking system**, which can be cancelled by the "CLIENT", the **Administrator User** or the authorized and empowered **Users** when they consider it convenient.

Destination Accounts: accounts receiving monetary resources in **Monetary Transactions**.

Unblocking of Authentication Factors: the process by which "INTERCAM BANCO" enables the use of an Authentication Factor that was blocked.

Access Device: the equipment that allows a User to access the Electronic Banking service.

Authentication Factor: the **Authentication** mechanism, tangible or intangible, based on the physical characteristics of the **User**, in devices or information that only the **User** possesses or knows. These mechanisms may include:

- a) Authentication Factor 1. Information known to the User and validated by the Institution through questionnaires carried out by call center operators.
- b) Authentication Factor 2. Information known only to the User, such as Passwords and PINs.
- c) Information contained or generated in media or devices in respect of which the user has possession, such as devices or mechanisms that generate dynamic one-time **passwords** and Integrated Circuit Banking Cards, which have properties that prevent the duplication of such media, devices or the information they contain or generate.
- d) <u>Authentication Factor 4.</u> **User** information derived from their physical characteristics, such as fingerprints, biometric data, hand geometry or iris or retina patterns, provided that such information cannot be duplicated and used at a later date.

Geolocation: to the geographical coordinates of latitude and longitude where the Access Device is located.

Electronic Media: equipment, optical media or any other technology, automated data processing systems and telecommunications networks, whether public or private, as referred to in Article 52 of the Law of Credit Institutions.

SMS text message: a text message available for sending on mobile telephone services.

PIN: the Password that authenticates a User in the Electronic Banking service by means of a string of numeric characters.

Monetary Transaction: a transaction involving the transfer or withdrawal of monetary resources. Monetary Transactions may be:

- a) Micro Payments: transactions up to the equivalent in local currency of 70 UDIs per day.
- b) Low Amount: transactions of up to the equivalent in local currency of 250 UDIs per day.
- c) Medium Value: transactions up to the equivalent in local currency of 1,500 UDIs per day.
- d) For amounts greater than the equivalent in local currency of 1,500 UDIs per day.

Mobile Payment: the Electronic Banking service in which the Access Device consists of the User's Mobile Telephone, whose telephone line number is associated to the service. Only balance inquiries may be made with respect to the "Accounts" associated to the service, Monetary Transactions limited to payments or transfers of monetary resources up to the equivalent in national currency to the Medium Amount Monetary Transactions, charged to the cards or bank accounts associated to it, as well as acts for the administration of this service, which do not require a Second Authentication Factor.

Password and PIN Reset: the procedure by which the User can define a new Password or PIN.

Session: the period in which Users may carry out consultations, Monetary Operations or any other type of banking transaction, once they have logged in to the Electronic Banking service with their User ID.

Bank Card with Integrated Circuit: debit, credit or bank cards with an integrated circuit or chip that can store information and process it in order to verify, by means of cryptographic procedures, that the card and the terminal where it is used are valid.

Mobile Telephone: Access Devices to telephony services, which are assigned a unique identification number and use cellular or public radiofrequency communication.

Point-of-Sale Terminal: Access Devices to the Electronic Banking service, such as computer terminals, cell phones and computer programs, operated by merchants or users to instruct the payment of goods or services charged to a card or "Account".

User: The "CLIENT" who has contracted the **Electronic Banking** service, to use **Electronic Means** to make consultations, **Monetary Transactions** and any other type of banking transaction referred to in this Chapter.

Administrator User: The person designated by the "CLIENT" as such when contracting the **Electronic Banking** service, or in a subsequent act with powers to transact and assign **Authorized Users**.

Authorized User: the third parties that the **User** or the **Administrator User** authorizes to use **Electronic Means** to carry out consultations and any other type of banking transaction in accordance with the level of authority granted by the **User** or the **Administrator User under the** terms of this Chapter.

SIXTH SIXTH. Under this clause "INTERCAM BANCO" may provide the "CLIENT" with diverse banking and/or financial services, through the use of **Electronic Media**, understood as such, the equipment, optical media or any other technology, automated data processing systems and telecommunications networks, whether private or public, including but not limited to the use of:

- 1. Mobile telephone equipment.
- 2. Voice-to-Voice Telephone Banking or any other by telephone.
- 3. World Wide Data Network known as the Internet.
- 4. Any other that "INTERCAM BANCO" makes available.

The foregoing, in the understanding that the access to these means will be based on the nature of the operation to be carried out and the scope of the different means. The parties agree that the use by the "CLIENT" of the **Electronic Means** object of the present instrument implies the acceptance of the means and all the legal effects derived from it.

The "CLIENT" authorizes "INTERCAM BANCO" to record telephone conversations with the "CLIENT". The "CLIENT" accepts that "INTERCAM BANCO" shall have no obligation to inform him/her that such conversations are being recorded, as well as that such recordings shall be the exclusive property of "INTERCAM BANCO" and that their content shall produce the same effects that the laws grant to the autographic documents signed by the parties, having consequently, the same probative value.

All acts and operations that the "CLIENT", the "Administrator User" and the Authorized Users may carry out through the Electronic Banking system will be subject to the level of access granted at the moment of contracting the service or in a subsequent act. Some operations and acts may be disabled for use depending on the type of "Account" in question or if you do not have the necessary access level to carry out such operation. The access levels as well as the establishment of the individual or joint action of each one of the Users and the Authorized User shall be indicated in this Agreement and in its respective annexes. Additionally, the "CLIENT" and the Administrator User may register Authorized Users through the Electronic Banking System, in the corresponding section.

At the time of contracting, the "CLIENT" may designate an **Administrator User** who will have the broadest level of access with respect to the operations and transactions that can be carried out through the **Electronic Banking**, including the designation of **Authorized Users**, cancel their designation and expand, modify or restrict their levels of access and the form of acting, individually or jointly. The **Administrator User** shall limit his or her actions in the exercise of the powers granted to him or her by contracting the service.



For the purposes of the provisions of the two preceding paragraphs, the "CLIENT" may authorize in writing, pursuant to the provisions of Articles 9 (nine) and 85 (eighty-five) of the General Law of Credit Institutions, and person to carry out the operations in accordance with the level of access specified therein and the daily limit amount of money authorized to operate set by the "CLIENT".

The "CLIENT" may authorize new persons and indicate their access levels, designate the **Administrator User** and, if applicable, may modify or revoke the latter, by prior written notice addressed to "INTERCAM BANCO" with 5 (five) banking "BUSINESS DAYS" in advance, with the purpose of assigning, modifying or cancelling the name or names or numbers of "CLIENT" and the **Passwords** necessary to have access to the **Electronic Banking** system. Said notification shall be added as an annex to this Agreement and shall become an integral part of the same. Additionally, the **User** and the **Administrator User** may make the modifications referred to in this paragraph through the **Electronic Banking** system, only to the persons who are **Authorized Users** in the corresponding section without the need to send a written notice.

OPERATIONS AND SERVICES THAT MAY BE PROVIDED THROUGH ELECTRONIC MEANS

FORTY-SEVENTH. Through the use of the Electronic Means recognized by the parties, the "CLIENT" may, issue instructions, make inquiries of balances, movements, status of procedures and operations and limits of amounts, account statements, logs or data management, activate means of disposition, make transfers both to own and third party "Accounts", within "INTERCAM BANCO" and interbank, make payments, purchase and sale operations of "CURRENCIES", arrange operations, exercise rights, fulfill obligations, receive any notice from "INTERCAM BANCO" or give notices of such institutions, request clarifications, request clarifications, make any clarifications, fulfill obligations, receive any notice from "INTERCAM BANCO" or give notices of such institutions authorize, request checks, request clarifications, make requirements, manage passwords and means of access and issue any other instructions that the Electronic Means itself allows according to its nature, under the concepts of brand and service that "INTERCAM BANCO" may make available to the "CLIENT". Likewise, through the Electronic Means recognized by the parties, they may agree to enter into operations, agreements, contracts, modifications or legal instruments of any nature, previously contracted and/or different from those originally agreed for which the "CLIENT" in the contracting of such products and/or services, shall use a second Authentication Factor category 3 or 4, as appropriate in compliance with the applicable legal provisions. Likewise, "INTERCAM BANCO" may send account statements, notices and notifications by these means, and the "CLIENT" shall be deemed to have received them. Additionally, through electronic means, the "CLIENT" may obtain at its discretion financial market information not related to its "Accounts" and contracts, which will not imply any liability for "INTERCAM BANCO" since it is of a public and informative nature.

In order to provide better services "INTERCAM BANCO" may expand, reduce or modify at any time, in whole or in part, temporarily or permanently, the conditions, characteristics and scope of the **Electronic Media** that it makes available to the "CLIENT", as well as restrict the use and access to them, even limiting their duration or amount of use, derived from the implementation of security measures.

EIGHTEENTH SIXTH. In the case of transactions through **Electronic Means**, the "CLIENT" expressly authorizes "INTERCAM BANCO" to obtain the Geolocation of the **Access Device** from which the "CLIENT" intends to carry out the transaction in question.

For purposes of the foregoing, the "CLIENT" must activate its Geolocation in the **Access Device** prior to the conclusion of the transaction it intends to celebrate, in the understanding that if "INTERCAM BANCO" is unable to access the Geolocation of the "CLIENT", either because the "CLIENT" does not have its Geolocation activated, or for any circumstance, INTERCAM BANCO" shall not be liable for failures or delays in the operation that the "CLIENT" intends to perform, and therefore the "CLIENT" undertakes to indemnify "INTERCAM BANCO" for any claim arising from and/or related to such circumstance, thus releasing "INTERCAM BANCO" from any liability in accordance with the applicable legal provisions.

OF VOICE-TO-VOICE TELEPHONE BANKING SERVICES

NINETEENTH SECTION: SERVICES - "INTERCAM BANCO" will provide the "CLIENT" with the services referred to in this section, within the days and hours established by "INTERCAM BANCO" for such purpose.

The "CLIENT" authorizes "INTERCAM BANCO" to send him/her those notifications that the current legislation determines, with respect to events carried out through **Voice to Voice Telephone Banking**, to the means of notification consisting of the e-mail address previously provided by the "CLIENT" to "INTERCAM BANCO" and which is registered in its systems.

FIFTEENTH. AUTHENTICATION FACTORS AND USERS - The "CLIENT", prior to signing the Agreement, has been informed by "INTERCAM BANCO" about the operation, characteristics and scope of the **Authentication Factors**, which with the signing of this Agreement are accepted by the "CLIENT". The "CLIENT", through the **Administrator User**, that in its case previously designated by means of the **Voice to Voice Telephone Banking** application, who will be able to carry out the administration of **Authorized Users**, being understood as administration of **Authorized Users** the process carried out by the **Administrator User** to designate and/or revoke **Authorized Users**.

Each of the **Users**, **Administrator User** and **Authorized User** shall have the authorization referred to in Article 310 of the Code of Commerce, therefore, they shall be considered as factors of the "CLIENT" for all legal purposes and therefore, they may issue all kinds of instructions to carry out operations in the name and on behalf of the "CLIENT", under the terms determined by the "CLIENT" or the **Administrator User**.

The "CLIENT" may request in writing at any time to "INTERCAM BANCO" the cancellation or disabling of the **Administrator Users**, **Authorized Users** or **Authentication Factors** when deemed appropriate in order to prevent unauthorized third parties from accessing the **Voice to Voice Telephone Banking**.

FIFTEENTH BIS. ACCESS TO VOICE-TO-VOICE TELEPHONE BANKING - Once the service is activated, "CLIENT" will log in to "INTERCAM BANCO" with its User ID, Password and Authentication Factors to access the service established in this section.

If the "CLIENT" accesses through the telephone number of "INTERCAM BANCO", "INTERCAM BANCO" may: (i) apply a questionnaire to the "CLIENT", by the personnel or officers or executives that "INTERCAM BANCO" designates, which questionnaires will require data that the "CLIENT" knows and/or (ii) request the password that "INTERCAM BANCO" designates or, if applicable, that "CLIENT" defines and/or the single use password contained or generated by **Electronic Means** provided by "INTERCAM BANCO" (the "OTP") and/or, if applicable, (iv) the biometric required by "INTERCAM BANCO".

AUTHORIZED OPERATIONS AND SERVICES: The operations and services that "INTERCAM BANCO" may provide to the "CLIENT" through **Voice to Voice Telephone Banking**, after authentication in terms of the preceding paragraph and the legal provisions shall be:



- Instructions to withdraw funds from the available balance of any of its "Accounts" and credit to the accounts of the "CLIENT" or third parties
 previously registered.
- II. Consultation of balances or movements of the "Account".
- III. Purchase and Sale of Foreign Currency; and
- IV. Any other operation or service that "INTERCAM BANCO" may authorize and make available to the "CLIENT" through Voice to Voice Telephone Banking.

FIFTY-SECOND RECORDINGS - The "CLIENT" grants its consent for "INTERCAM BANCO" to record the dialogues made during the provision of the service. Said recordings may be used as evidence to prove the contracting of services by the "CLIENT" through this means.

MEANS, MECHANISMS AND PROCEDURES OF USER IDENTIFICATION AND AUTHENTICATION

FIFTY-THIRD. MEANS: By signing the "Application-Contract" for **Electronic** Banking services, the "CLIENT" expressly contracts the execution of transactions and the rendering of banking and financial services by **Electronic Means**.

FIFTEENTH FOURTH. NON-TRANSFERABLE USE - The "CLIENT" undertakes to make use of such services in a non-transferable manner, in accordance with the terms and conditions agreed upon in this Agreement and covering the requirements established by "INTERCAM BANCO" for such purpose, within the schedules established by "INTERCAM BANCO" itself.

The "CLIENT" undertakes to personally and directly operate the generation, delivery, storage, unblocking and reestablishment of the **Passwords** and means of access referred to herein, as well as to receive, activate, know, unblock and reestablish them in the same manner.

The use of the access codes defined herein shall be the sole responsibility of the "CLIENT", who acknowledges and accepts from now on as his/her own all the transactions entered into with "INTERCAM BANCO" using such access codes, and for all legal purposes, expressly acknowledges and accepts the personal and non-transferable nature of the "CLIENT" code, as well as its confidentiality. In accordance with the provisions of Title Two, Book Two, of the Code of Commerce, called "Electronic Commerce", according to which the use of the means of identification that are established in substitution of the autographic signature, will produce the same effects that the laws grant to the corresponding documents and, consequently, will have the same probative value, by virtue of it, the access codes established for the use of **Electronic Means**, will substitute the autograph signature for an electronic signature, and the documentary or technical evidence derived from the use of such means in which such electronic signature appears, will produce the same effects that the laws grant to the documents subscribed by the parties and will have the same probative value. When due to negligence, fault, fraud or bad faith of the "CLIENT", the security measures for access to **Electronic Media are** exceeded and even induce error, causing damage or harm to the "CLIENT", "INTERCAM BANCO" will be released from any liability in executing the instructions received, without prejudice to civil and/or criminal actions that may proceed against the responsible party. "INTERCAM BANCO" shall be released from any liability when executing instructions received through the **Electronic Means** it has made available to the "CLIENT", even if the **Access Codes** have been lost or stolen by the "CLIENT", if the latter did not notify "INTERCAM BANCO" in writing and with due anticipation, so that the necessary measures may be taken to avoid access by unauthorized third parties to such **Electronic Means**.

FIFTY-FIFTH. The parties agree that "INTERCAM BANCO" will automatically block the use of **Passwords** and **Access Devices** for the **Electronic Banking** service, in the following cases:

I. When an attempt is made to log in to the Electronic Banking service using incorrect Authentication information, on three consecutive occasions.

II. When the "CLIENT" refrains from performing transactions or accessing his/her "Account", through the **Electronic Banking** service in question (except **Point of Sale Terminals** and **ATMs**), for a period of ninety days.

"INTERCAM BANCO" may allow the unblocking of such **Passwords** and **Access Devices** through the channels provided by "INTERCAM BANCO" or by means of a written request by the "CLIENT" with a handwritten signature, under the terms and with respect to the different **Electronic Banking** services that "INTERCAM BANCO" makes available to him/her.

FIFTY-SIXTH. OWNERSHIP OF THE SYSTEM. The "CLIENT" expressly accepts and acknowledges that "INTERCAM BANCO" is the owner or holder of the rights of the means of access and the programs that allow him/her to make use of the services identified above, therefore, without its consent, the "CLIENT" may not transfer, disclose or make any other use, in whole or in part, of said means of access and programs, otherwise he/she will be liable for the damages and losses caused to "INTERCAM BANCO", without its consent, the "CLIENT" may not transfer, disclose or give a different use totally or partially to such means of access and programs, otherwise, it will be responsible for the damages caused to "INTERCAM BANCO" and/or third parties, the above regardless of the judicial, administrative or any other type of actions that "INTERCAM BANCO" may be entitled to. The "CLIENT" accepts that it is his/her responsibility the administration of the information generated through the use of these services and that is hosted in his/her computer or any other means, in the elements of information storage integrated to the same or backed up in flexible disk and any other means that exists or may exist, and may be modified by persons who have access to the mentioned means.

FIFTY-SEVENTH. AUTHENTICATION FACTORS.- "INTERCAM BANCO" WILL ASSIGN THE "CLIENT" A "CUSTOMER CODE". "INTERCAM BANCO" will assign to the "CLIENT" a "CLIENT" Code, which together with the "Telephone Key" or the "dynamic one-time PIN (OTP)", as determined by the "CLIENT" or generated by a device for each means of access and/or service (hereinafter the "Access Keys"), will identify him/her as "CLIENT" of "INTERCAM BANCO" and will allow him/her to access the different Electronic Means recognized by the parties for the purpose of arranging financial transactions and services.

For the purposes of this section, the parties agree that the terms described below and used in the text of this Agreement shall be understood in accordance with the following definitions:

"CLIENT" / "Account Number" Code: It is, as required to the "CLIENT" in each case, the string of characters that allows recognizing the identity of the "CLIENT" for the use of the **Electronic Banking** service.

The confidential keys indicated below will be used in substitution of the autographic signature and will be a full manifestation of the necessary will and faculties.

In the provision of services through **Electronic Means** this numerical key may be identified under different denominations, such as Access **Password**, "Telephone Key", etc., all of them synonyms. However, the characteristics and length of each type of **PIN** may vary depending on the **means of access**.



"Dynamic one-time PIN (OTP)": It is the numerical key whose configuration is unknown to the employees and officers of "INTERCAM BANCO", which will be generated by a program designated for that purpose by "INTERCAM BANCO", or in its case, by a special device (hereinafter "TOKEN") that uses an algorithm, each time it is required by the "CLIENT", depending on the operations he/she wishes to perform by **Electronic Means** with full manifestation of the will and all the faculties that are necessary to make use of the services in their entirety.

"Reference Number or Folio": Means the alphanumeric sequence of characters that is generated by the use of **Electronic Means** and that accredits the provision of any financial service that, according to the legal and regulatory provisions in force, affects or should affect the financial statements of "INTERCAM BANCO", which is made known to the "CLIENT" through the equipment or electronic system in question. The "Reference or Folio Number" shall serve as the material proof of the transaction in question, with all the effects attributed to them by law.

FIFTEENTH. CANCELLATION OF ACCESS MEANS: When the "CLIENT" or "INTERCAM BANCO" cancels the use of the services object of this instrument or when the contractual relationship terminates, the **Access Keys** will be invalidated.

FIFTY-NINETEENTH SESSION: "INTERCAM BANCO", to allow the beginning of a session:

A. It will request and validate depending on the means of access:

- I. "CLIENT" code
- II. "Dynamic single-use PIN (OTP).

B. It shall provide the "CLIENT" with information so that it can verify that it is the **Electronic Banking** service of "INTERCAM BANCO", for which it may use the information that the "CLIENT" can verify through the TOKEN, or through the means that "INTERCAM BANCO" itself indicates for such purpose.

RESPONSIBILITIES OF THE "CLIENT" AND "INTERCAM BANCO" WITH RESPECT TO THE USE OF THE ELECTRONIC BANKING SERVICE

SIXTEENTH. USE OF ELECTRONIC BANKING - The transactions and services requested through Electronic Means shall be subject to the following:

- a. The services that "INTERCAM BANCO" directly or through the provider(s) it designates for such purpose, makes available to the "CLIENT" through the worldwide data network known as internet and via telephone, will generate a "Reference Number or Folio" for the performance of each operation or service, which will accredit the existence, validity and effectiveness of the use of the services that according to the provisions in force affect or should affect the accounting records of "INTERCAM BANCO", being such "Reference Number or Folio" the material proof of the operation in question, with all the effects that the laws attribute to them.
- b. When making any electronic transfer through the aforementioned services, the "CLIENT" accepts that "INTERCAM BANCO" will use for its processing, the systems it has established for such purpose or those authorized by the Bank of Mexico, according to amounts, destination and instructions, to be deposited precisely in the account number described in the beneficiary's data and within the terms indicated for each transaction, as applicable.
- c. Any transfer or payment will be made to the account indicated by the "CLIENT", regardless of the additional information provided, so it will be his/her responsibility to verify the truthfulness and accuracy of all the information, and "INTERCAM BANCO" shall not be held responsible for any kind of liability. d. In the case of payment of services, invoices or payments to third parties, "INTERCAM BANCO" is relieved of all liability if the payments made by the "CLIENT" are made in an untimely manner.
- e. The provision of services through **Electronic Means** will invariably be subject to the existence of sufficient balance in favor of the "CLIENT", in no case "INTERCAM BANCO" will be obliged to comply with the instructions of the "CLIENT" if there are no available balances in its favor to execute the instructions in question. Likewise, "INTERCAM BANCO" will not comply with the instructions of the "CLIENT" that contravene the provisions of the laws and general provisions issued by the competent authorities.
- f. The operations executed through **Electronic Means** by means of the use of the **Access Keys** and the acts and transactions that in compliance with such operations, services and/or instructions that "INTERCAM BANCO" may execute, shall be considered for all legal purposes as performed by the "CLIENT", who accepts and recognizes them as his own as long as there are elements that evidence the use of the **Access Keys** and the existence of the corresponding "Reference Number or Folio", and therefore, they will be obligatory and binding for the "CLIENT" and framed in the terms and conditions of the model applications and/or contracts that "INTERCAM BANCO" usually uses to implement such acts, who accepts and recognizes them as his own at all times.
- g. The "CLIENT" expressly acknowledges that the records of the operations referred to in this Agreement that appear in the systems of "INTERCAM BANCO" and in the vouchers issued for them, shall have full probative value and legal force as proof that he/she operated through the electronic equipment or system that issued the voucher in question.
- h. In the account statements that in terms of this Agreement are sent to the "CLIENT", the transactions made through **Electronic Means shall be** stated and identified. The observations to such account statements shall be formulated by the "CLIENT" in the manner and terms indicated in this Agreement.

The "CLIENT" and "INTERCAM BANCO" agree that the latter shall not be obligated to provide services through **Electronic Means** in the following cases: (i) when the information transmitted is insufficient, inaccurate, erroneous or incomplete; (ii) when charges cannot be made due to insufficient available balances or when the "CLIENT" has no balance in its favor; (iii) when the computer equipment or internet access of the "CLIENT" is not updated, is not compatible or presents any failure, restriction of use or limitations of any nature that make it impossible to access the **Electronic Means** that "INTERCAM BANCO" makes available; (iv) due to the need to carry out repair and/or maintenance tasks of all or part of the elements that integrate the systems referred to in this clause, which could not be avoided.

To achieve the connection through internet the "CLIENT" must have computer equipment or devices that allow access to the electronic world wide data network and internet service, which must be kept updated so that they maintain compatibility with the equipment and systems of "INTERCAM BANCO". The "CLIENT", in this act, accepts that he is the only responsible for the use he makes of the equipment and/or electronic systems he uses to carry out operations, exercise rights and/or fulfill obligations with "INTERCAM BANCO" or any other act referred to in this instrument, reason for which, the "CLIENT", in this act, releases "INTERCAM BANCO", in this act, releases "INTERCAM BANCO" from any liability that may arise, including but not limited to, for the misuse that it gives or may give to such equipment and/or system, as well as for using unsecured internet pages, for allowing third parties, voluntarily or involuntarily, to access its computer or other device where it stores or may store its **Access Codes**. Likewise, the "CLIENT", agrees to avoid opening and/or answering emails from third parties, text messages, or risky communications from unknown senders, as well as to use legal programs or computer systems and to be aware of the updates or patches that such programs require for their safe use and accepts that the navigation or view of electronic sites, is under his exclusive responsibility. It will be under the strictest responsibility of the "CLIENT", to visit unsecured sites that could insert spyware or any other system to extract confidential information of the "CLIENT", as well as to download any content from such sites and/or download systems or computer programs that allow file sharing (peer to peer) that could violate the privacy of your information and that the equipment and/or electronic systems you use have the



security to avoid this type of intrusions.

RESPONSIBILITY OF "INTERCAM BANCO" IN THE IMMEDIATE OPENING OF "TARGET ACCOUNTS". "INTERCAM BANCO" accepts that in the cases referred to in the ninth paragraph of clause SEXSEVENTY FIFTH of this Chapter of this Agreement it will assume the risks and therefore the costs of the operations not recognized by the "CLIENT" in such cases. The claims derived from these operations shall be paid to the "CLIENT" no later than forty-eight hours after the claim.

The application of the credit mentioned in the preceding paragraphs shall not be applicable when "INTERCAM BANCO", within the term of four banking business days following the claim of the "CLIENT", delivers to the "CLIENT" an opinion in which it verifies that the charges object of the claim correspond to operations that were carried out through the use of the controls established to differentiate the functions applicable to the person requesting an operation, with respect to the person authorizing its execution, with the exception that there is evidence that the charge was the result of an operational failure.

MEANS OF ARRANGING OPERATIONS AND SERVICES

MEANS OF FORMALIZATION: The parties agree that the instructions that the "CLIENT" gives to "INTERCAM BANCO", to enter into transactions, exercise rights, fulfill obligations, as well as to arrange transactions, give notices, make requirements and any other communication from the "CLIENT" to "INTERCAM BANCO", must be made in writing, unless "INTERCAM BANCO" has expressly authorized its execution by **Electronic Means.**

"INTERCAM BANCO" may validly carry out any communication, offer, bidding or notification to the "CLIENT", through the **Electronic Means** object of the present clause.

SIXTY SECOND. DATA MESSAGES - The parties acknowledge that in terms of article 75 sections XXIV and XXV of the Code of Commerce, the acts related to the accepted electronic media are of a commercial nature for both the "CLIENT" and "INTERCAM BANCO". In accordance with the foregoing, the "CLIENT" and "INTERCAM BANCO" agree that:

- For purposes of the provisions of Article 89 of the Commercial Code in force, "data message" shall mean any information generated, sent, received, filed or communicated through Electronic Means.
- b. For purposes of the provisions of Section I of Article 90 of the Commercial Code in force, it shall be understood that a "data message" has been sent by the "CLIENT", when he/she carries out operations through the equipment or system in question, using the **Access Codes** referred to in these clauses.
- c. For the purposes of the provisions of Sections I and II of Article 91 of the Commercial Code in force and as the case may be, it shall be understood that "INTERCAM BANCO" receives a "data message" sent by the "CLIENT" when he/she uses the equipment or enters the automated system in question, and that the information provided through this service is received by the "CLIENT" at the time he/she obtains such information.

SIXTY THIRD. REGISTRATION OF ACCOUNTS - The "CLIENT" may instruct "INTERCAM BANCO" to carry out operations with respect to its own accounts and third party accounts, for which it may register deposit and investment "Accounts", as well as credits and credit cards, which may be operated through the system, whether they are its own or third party accounts.

Own Accounts: For the purposes of this Agreement, the "CLIENT" may only register as own "Accounts" those "Accounts" that are in the name of the "CLIENT" or of which he/she is co-owner, whether they are held in "INTERCAM BANCO" or in other banking institutions (national or foreign), the "CLIENT" agreeing with "INTERCAM BANCO" that the "Accounts" registered as own accounts included within the services that compose the system, shall also be applicable to the provisions of this Agreement.

<u>Third Party Accounts</u>: The "CLIENT" may integrate to the system, "Accounts" of which it is not the owner or those that in terms of the system itself may be registered precisely as a third party account, whether they are held in "INTERCAM BANCO" or in other banking institutions.

For the transfer of monetary resources to accounts of third parties or other institutions, including the payment of credits, as well as the authorizations and instructions for the direct debit of payment of goods or services; the "CLIENT" must have previously registered the destination "Accounts" through the services.

In the case of payment of services and taxes, the record of agreements, references for deposits, contracts or names of beneficiaries, by means of which reference is made to an account number, shall be considered as a record of destination "Accounts".

In no case may "Destination Accounts" be registered through Voice-to-Voice Telephone Banking.

In the case of services offered to **Users** who are legal entities or individuals with business activity in terms of tax legislation, "INTERCAM BANCO" may allow them to register "Accounts" by sets of "Accounts", considering the registration of each set of "Accounts" as a single transaction.

The destination "Accounts" must be enabled after a minimum period established by "INTERCAM BANCO" in accordance with the applicable provisions, counted from the date of registration.

"INTERCAM BANCO" may enable, exclusively for the "CLIENT" legal entity, the "Destination Accounts" immediately upon registration, without the waiting period referred to in the preceding paragraph, for which purpose "INTERCAM BANCO" will implement the controls that will allow differentiating the functions of the person(s) who may request operations from the one that applies to the person who authorizes their execution.

MECHANISMS AND PROCEDURES FOR THE NOTIFICATION OF OPERATIONS PERFORMED AND SERVICES RENDERED BY INSTITUTIONS THROUGH THE ELECTRONIC BANKING SERVICE

SIXTY-FOURTH. NOTIFICATIONS. "INTERCAM BANCO" will notify the "CLIENT" free of charge through the means of communication whose data it has provided for such purpose, or those for which it has substituted in terms of the formats or means that "INTERCAM BANCO" makes available for such purpose, the performance of operations or consultations through the corresponding **Electronic Banking** services, based on the type of operation, the **Electronic Banking** service in question and the individual and accumulated amounts, as well as the contracting of other Electronic Banking services or modifications to the terms and conditions of the service.



SIXTY-FIFTH. LIMIT OF TRANSACTIONS: "INTERCAM BANCO" may allow the "CLIENT" to establish limits of amount for the monetary operations made through **Electronic Banking**, by means of autographic signature, or, following the formalities of law through the **Electronic Means** agreed between the parties if so established in the respective Contract, in the forms that are available at the branches of "INTERCAM BANCO", prior identification.

The "CLIENT" shall establish limits on the amount of money transfers to third party accounts and other institutions, as well as for the payment of taxes, for **Internet Banking** and **Voice to Voice Telephone Banking** services, as well as reduce them.

Notwithstanding the provisions of this section, "INTERCAM BANCO" may define specific lower limits for each Electronic Banking service.

MECHANISMS AND PROCEDURES FOR CANCELLATION OF ELECTRONIC BANKING SERVICE CONTRACTS

SIXTEENTH SIXTH. CANCELLATION MECHANISMS AND PROCEDURES: Through a branch of "INTERCAM BANCO" in writing, the "CLIENT" may cancel the **Electronic Media** service he/she wishes, or through the mechanisms and procedures that "INTERCAM BANCO" subsequently enables for such purpose.

The registration of the cancellation request will generate a folio number through which the "CLIENT" will be able to follow up the process. Once the cancellation request is registered, "INTERCAM BANCO" will close the access to the systems on the date of presentation of the termination request, as long as the "CLIENT" has no outstanding debts to cover. Likewise, "INTERCAM BANCO" will reject any operation intended to be carried out through the **Electronic Banking** after the cancellation of the **Electronic Banking** service itself. Consequently, no new additional charges may be made from the moment the cancellation is made, except for those already generated.

OPERATING RESTRICTIONS APPLICABLE ACCORDING TO THE ELECTRONIC MEDIA IN QUESTION, IN ACCORDANCE WITH THE PROVISIONS OF THIS CHAPTER.

SEX SEVENTH. The "CLIENT" accepts that "INTERCAM BANCO" reserves the right, even after the **User** has been authenticated, to automatically terminate the session, in order to prevent the session in question from being used by a third party and will inform the **User** of the reason in any of the following cases:

- a) When there is inactivity for more than twenty minutes;
- b) When in the course of an Internet Banking session, "INTERCAM BANCO" identifies relevant changes in the communication parameters of the Electronic Media; and
- c) When simultaneous access is detected, through the use of the same User ID to more than one session in the Electronic Banking service.

Likewise, the "CLIENT" accepts that "INTERCAM BANCO" may:

- a) Ask you for the information you deem necessary to define your regular use of the Electronic Banking services.
- b) Apply preventive measures, in terms of the provisions of Clause Nine of "CHAPTER I, ON OVERSEE BANK DEPOSITS IN PESOS AND DOLLARS AND ACCOUNT OPENING" of this "Agreement", including, without limitation, the suspension of the use of the Electronic Banking service or of the operation to be performed, when there are elements that make it appear that the User's identifier or the Authentication Factors are not being used by the User.

Similarly and at its own discretion, "INTERCAM BANCO" may temporarily or permanently suspend the rights of the "CLIENT" to use the **Electronic Means** when it has elements that make it presume that the **Access Codes** are not being used by the "CLIENT", or, because it considers that its use violates the terms of this document or that its use may damage the interests of other clients or suppliers, "INTERCAM BANCO" or the financial entities related to "INTERCAM BANCO", or it detects errors in the instruction in question, which will be informed to the "CLIENT" as soon as possible through the agreed **Electronic Means**.

For this purpose, the "CLIENT" accepts that in the aforementioned cases, "INTERCAM BANCO" may restrict for up to 15 (fifteen) "BUSINESS DAYS" the disposition of the resources in question, in order to carry out the necessary investigations and consultations with other credit institutions related to the transaction in question, The aforementioned term may be extended for up to ten (10) more "BUSINESS DAYS", provided that the competent authority has been notified of probable illicit acts committed by virtue of the respective operation.

Notwithstanding the provisions of the preceding paragraph, when "INTERCAM BANCO", as a result of the aforementioned investigations, has evidence that the respective "Account" was opened with false information or documentation, or that the means of identification agreed upon for the execution of the transaction in question were improperly used, it may charge the respective amount for the purpose of crediting the account from which the corresponding funds were obtained.

When "INTERCAM BANCO" has mistakenly credited funds to any of the "Accounts" of the "CLIENT", it may charge the respective amount to the "Account" in question in order to correct the error.

The use of the means of identification referred to herein, in substitution of the autographic signature, shall produce the same effects that the laws grant to documents signed by autographic signature and shall have the same evidentiary value.

CHAPTER VII COMMON PROVISIONS APPLICABLE TO ALL CHAPTERS OF THIS CONTRACT

SIXTY-EIGHTH. PRODUCTS OR SERVICES CONTRACTED. As long as the "CLIENT" does not expressly authorize the contracting of the banking and financial services offered by "INTERCAM BANCO" under this Agreement, by means of the subscription of the respective "Application-Contract", the clauses related to such services contained in this Agreement or in any of its appendices and/or annexes will not be applicable to the "CLIENT".

"INTERCAM BANCO" upon signing the "Application-Contract" delivers to the "CLIENT" physically or electronically to the e-mail address provided by the "CLIENT" for such purposes, a copy of the Contract and of the "Cover Sheet" or "Cover Sheets" of each one of the products or services related to this Contract in the same act.

Notwithstanding the foregoing, the signing of this Agreement or the respective "Application-Contract" does not imply the obligation of "INTERCAM BANCO"



to grant the "CLIENT" all the services and products described in the respective clauses, since in addition to the "CLIENT" meeting the requirements that "INTERCAM BANCO" has established as an internal policy, "INTERCAM BANCO" must analyze the viability of the "CLIENT" to be a provider of the services indicated.

It is expressly agreed that all references made in or with respect to this Agreement shall be deemed to include and incorporate the "Application-Contract", subsequent applications and the "Cover Sheets" and "Exhibits". Notwithstanding the foregoing, in the event of any discrepancy between the provisions set forth in the terms of this Agreement and any of the provisions set forth in the "Application-Contract", the "Cover Sheets" or the "Exhibits", the latter shall prevail.

SIXTY-EIGHTH BIS. SUSPENSION BY COMPETENT AUTHORITY. The parties agree that it shall not be understood as a breach of this Agreement by "INTERCAM BANCO" when the Bank of Mexico or any competent authority orders the temporary suspension of operations.

Also, the "CLIENT" agrees that in the event that in any operation of the products and / or services provided in this "Contract" in which in the opinion of any national or foreign authority or correspondent bank, is considered to have an illicit origin, the "CLIENT" is obliged to "INTERCAM BANCO" to respond for the amount of such operation, The "CLIENT" shall be directly responsible for any legal consequences that may arise, releasing "INTERCAM BANCO" from any civil, commercial, criminal, administrative, fiscal or any other liability that may arise from such consequences. The "CLIENT" expressly declares under oath that the resources subject of this "Contract" are the product of lawful activities.

SIXTY-EIGHTH TER. BLOCKING AND UNUSUAL TRANSACTIONALITY. The "CLIENT" accepts that "INTERCAM BANCO" shall be empowered to suspend, withhold and/or block at any time the operation(s) of the product(s) or service(s) contracted by the "CLIENT", for security reasons, when it considers that in its judgment and according to the applicable legal provisions, that the "CLIENT" is performing operations and/or transactions with resources of illicit origin that could favor the commission of any crime of those provided in Articles 139 Quáter and 400 Bis of the Federal Criminal Code. Likewise, the CLIENT accepts that "INTERCAM BANCO" may suspend, withhold, immobilize or restrict the operation(s) of the product(s) or service(s) contracted by the "CLIENT", without liability and without prior notice, when: (i) in compliance with the "General Provisions Applicable to Credit Institutions" as well as the "Provisions referred to in Article 115 of the Law of Credit Institutions" to which it is subject, the Internal Control and Fraud Prevention policies of "INTERCAM BANCO" has sufficient elements that allow it to presume that: (a) the "CLIENT" may cause damage to the interests of other customers, suppliers, to "INTERCAM BANCO" or to financial entities related to "INTERCAM BANCO" or to other credit institutions; and (b) illicit or allegedly criminal conduct or facts are being committed. For purposes of the provisions of this Clause, when operating, "INTERCAM BANCO" may denounce or inform the competent authorities by virtue of the respective operation and investigation. Likewise, "INTERCAM BANCO" may make available the resources of the operation(s), product(s) and/or service(s), as applicable, to the corresponding authority; (ii) when so required by the judicial, administrative and tax authorities, respectively; and (iii) when so required by the Bank of Mexico, the National Banking and Securities Commission and/or the National Commission for the Protection and Defense of the Users of Financial Services.

The "CLIENT" hereby releases "INTERCAM BANCO" from any liability that may be incurred by "INTERCAM BANCO" derived from the assumptions set forth in this clause.

SIXTY-EIGHTH QUATER. SUSPENSION OF PRODUCTS AND SERVICES."INTERCAM BANCO" may restrict, at any time and prior notice to the "CLIENT" through the means recognized for such purposes in this Agreement, the operation or the monthly payment limit in the product(s) or service(s) contracted and, if so deemed, only enable the operations through the bank window of the branch and/or suspend and/or cancel the product or service and/or terminate the Contract at its option, when the "CLIENT" refrains from updating and delivering all the information and documentation that "INTERCAM BANCO" requests for compliance with the "General Provisions referred to in Article 115 of the Law of Credit Institutions", as well as the secondary provisions on the prevention of transactions with resources of illicit origin, in order to comply with the obligation to prevent and detect acts, omissions or transactions that could favor, provide aid, assistance, cooperation of any kind for the commission of the crime of financing terrorism or that could be located in the assumptions of the crime of transactions with resources of illicit origin and those legal provisions applicable to the product or service in question. The restriction of the monthly payment limit in the respective product shall not be understood as a change in the level of the product.

If applicable, the "CLIENT" shall provide "INTERCAM BANCO" with the information and/or documentation that "INTERCAM BANCO" deems pertinent; in order for "INTERCAM BANCO" to reconsider the restriction and/or suspension of the receipt of deposits intended to be made to any of the products or services contracted by the "CLIENT".

For the above actions, "INTERCAM BANCO" shall not be liable for any damages that may be caused to the "CLIENT" or third parties, so that the "CLIENT" releases "INTERCAM BANCO" from any liability from this moment.

SIXTEENTH NINTH. MINIMUM AMOUNT IN PRODUCTS. INTERCAM BANCO" may require the "CLIENT" a minimum amount for the opening of any of the products covered by this Agreement and/or to maintain a minimum average monthly balance in such product. The corresponding amounts will be made known to the "CLIENT" at all times on the website www.intercam.com.mx, particularly in the description of the respective product. In the event that the "CLIENT" does not maintain the minimum average monthly balance corresponding to the product in question, "INTERCAM BANCO" may charge the respective commission(s) indicated in the table of commissions. The parties expressly agree that "INTERCAM BANCO" shall be entitled to withdraw from any product contracted by the "CLIENT" the commissions owed in terms of this Agreement.

SEVENTH. DISPOSITION OF RESOURCES IN PRODUCTS. When third parties have been authorized to make withdrawals from the same "Account", "INTERCAM BANCO" will deliver the amounts to any of them who request it, without incurring any liability.

SEVENTY-FIRST. BANKING SECRECY. "INTERCAM BANCO" in no case may give news, information of the Deposits, services or any type of operations related to this Agreement, except to the "CLIENT", to its legal representatives or to those who have been granted power of attorney to dispose of the "Account" or to intervene in the operation or service, except when requested by the judicial authority by virtue of an order issued in a trial in which the Holder is a party or defendant and the federal tax authorities, through the National Banking and Securities Commission, for tax purposes, in accordance with the provisions of Article 142 (one hundred and forty-two) of the Law of Credit Institutions.

Notwithstanding the foregoing, the "CLIENT" authorizes "INTERCAM BANCO" to request and, if applicable, provide information related to its net worth statement and credit operations to the different financial entities and credit information companies authorized by the Ministry of Finance and Public Credit, stating that it is aware of the nature and scope of the information to be provided to such companies.

Likewise, the "CLIENT" authorizes "INTERCAM BANCO" to share in terms of the present clause and the Eighty-Fourth clause, its documentation, financial, personal and patrimonial information. Consequently, the "CLIENT" accepts that "INTERCAM BANCO" by sharing such documentation at no time



"INTERCAM BANCO" transgresses banking secrecy.

SEVENTY-SECOND. COMMISSIONS. As a consequence of the rendering of the services subject of this Agreement, the "CLIENT" undertakes to pay to "INTERCAM BANCO" the commissions indicated in the annex of commissions that is delivered to the "CLIENT" upon execution of this Agreement, or those that at the time are made known to him/her in accordance with the applicable legal provision and that may be consulted on the Internet page of "INTERCAM BANCO", plus the corresponding taxes, said commissions shall be payable through a charge to the "Account".

SEVENTY-SECOND BIS. OFFSET OF DEBTS. With the execution of this Agreement, the "CLIENT" expressly and irrevocably authorizes, authorizes and instructs "INTERCAM BANCO" to offset any debt that exists in its favor by the "CLIENT" either as borrower, endorser, assignor, subscriber of promissory note, guarantor, guarantor or joint and several obligor or any other character. Likewise, the "CLIENT" authorizes "INTERCAM BANCO" to charge any debt owed by the "CLIENT" for any concept, which upon its due date has not been paid by the "CLIENT" and therefore is due and payable by "INTERCAM BANCO", up to an amount equal to the amount owed, without the need for any requirement, notice or demand, to any account, in which there are resources or in which the "CLIENT" operates with "INTERCAM BANCO", including, without limitation, checking, deposit and/or demand, savings, time, currency and credit accounts.

SEVENTY-SECOND TER. ASSIGNMENT AND/OR GUARANTEE. The "CLIENT" agrees that it may not assign or transfer in any form the rights derived from its "Accounts", nor grant them in guarantee, unless "INTERCAM BANCO" authorizes it in writing.

Likewise, when the "CLIENT" intends to assign or transfer the rights of its "Accounts" or grant them in guarantee with "INTERCAM BANCO", it shall have the right to do so without the consent referred to in the preceding paragraph.

SEVENTH SEVENTH THIRD. ACCOUNT STATEMENTS. "INTERCAM BANCO" will prepare an account statement with the Deposit or withdrawal movements in the "Accounts", which will indicate the credits and debits, as well as the interest rate, if any, generated in favor of the "CLIENT", the balance of the "Account" at the beginning and end of the respective month and the average balance during the same, the tax withheld, as well as the possible commissions charged.

The parties agree that the "CLIENT" may obtain the monthly statement of account by visiting any of the branches of "INTERCAM BANCO" and requesting it

The cut-off date will be the last "BUSINESS DAY" of each month. In the event that "INTERCAM BANCO" changes the monthly cutoff date, it shall inform the "CLIENT" of the new cutoff date through the means established in this Agreement.

The account statement shall specify the amounts paid or charged, cut-off date, and the amount, if any, of the commissions payable by the "CLIENT", during the period from the last cut-off date to the date inclusive. Likewise, such statement of account shall state and identify the operations performed under the agreed services subject of this Agreement. "INTERCAM BANCO" will notify the "CLIENT" in writing of the cut-off date, which may not vary without prior written notice, communicated at least one month in advance.

In case of having any clarification with respect to the movements detailed in the statement of account, the "CLIENT" shall be subject to the clarification process provided in the Eighty-first clause of this Agreement, so that if it does not receive it in a timely manner, it must request it to "INTERCAM BANCO" so that it may object it in time. Once the term referred to in the aforementioned clause has elapsed and no objection has been made, the entries in the accounting records of "INTERCAM BANCO" shall be evidence in favor of "INTERCAM BANCO".

SEVENTY-FOURTH. FORTUITOUS EVENT OR FORCE MAJEURE. Neither of the parties shall in any case be liable for non-compliance, when the non-compliance is due to an act of God or force majeure, due to failures in the operation of computer systems or interruption in the communication systems or any similar event beyond their control.

SEVENTY-FIFTH. MODIFICATIONS. "INTERCAM BANCO" reserves the right to modify at any time this Agreement, including its annexes, as well as the commissions communicated to the "CLIENT", by prior written notice with at least 30 (thirty) calendar days prior to the date foreseen for such modifications to become effective, through a notice addressed to the "CLIENT", to the last e-mail address that the "CLIENT" has provided to "INTERCAM BANCO". In the event that the "CLIENT" has not registered an e-mail address, the modifications will be informed by means of a notice in the account statement.

In the event that the "CLIENT" does not agree with the aforementioned modifications, he/she may request, in writing, to "INTERCAM BANCO", the termination of the Contract, within a term of 30 (thirty) calendar days following the receipt of the notice referred to in the preceding paragraph, without any liability whatsoever, without charge of commission or penalty for this concept and under the conditions originally agreed, having the "CLIENT" only the obligation to cover the debts that, if any, have been generated in favor of "INTERCAM BANCO" at the date of termination of this Contract.

The parties agree that in the case of loans or deposits subject to any mandatory term, the conditions of the product in question may not be modified until after the agreed term has expired, and "INTERCAM BANCO" reserves its right to modify the present. The parties agree that in the case of loans or deposits subject to a mandatory term, the conditions of the product in question may not be modified until after the end of the agreed term, and "INTERCAM BANCO" reserves its right to modify this Agreement.

The "CLIENT" accepts that the use of any product or service contained in this Agreement implies the tacit acceptance of the new terms and conditions established by "INTERCAM BANCO".

"INTERCAM BANCO" may not charge additional amounts to the "CUSTOMER, in case the latter requests the termination of the Contract of Adhesion, with the exception of the debts that have already been generated at the date on which the "CLIENT" requests the termination of this Contract.

SEVENTY-SIXTH. TERM AND TERMINATION OF THE AGREEMENT. This Agreement shall have an indefinite term. Notwithstanding the foregoing, the parties may terminate this Agreement at any time by giving prior notice to the other party. The cancellation of one or more of the services provided for in the different sections of this Agreement, either by the "CLIENT" or by "INTERCAM BANCO", shall not entail the termination of this Agreement as a whole, unless either party expresses in writing its intention that this Agreement be terminated as a whole.

"INTERCAM BANCO" may request the termination of this Agreement, being sufficient for this purpose the prior written notice, through any means of contact authorized by the "CLIENT", which may be through the account statement, e-mail, to the domicile of the "CLIENT" or through the **Electronic Means** or communication agreed with the "CLIENT", which will take full legal effect.



The parties agree that the increase in the commissions that the "CLIENT" must pay to "INTERCAM BANCO" under this Agreement shall be cause for termination of this Agreement, in the event that the "CLIENT" does not agree with the new amount thereof, being applicable the provisions set forth in clause Seventy-Seventh above.

To request the termination of this Agreement it will be sufficient to submit a written request at any branch of "INTERCAM BANCO", having the "CLIENT" the obligation to settle debts and commissions at the time of requesting the termination. "INTERCAM BANCO" will provide the "CLIENT" with an acknowledgement of receipt, confirmation code or folio number and must ensure the authenticity and veracity of the identity of the user who makes the respective termination request.

Once "INTERCAM BANCO" receives from the "CLIENT" its termination request or written notice accrediting the death of the "CLIENT", or as soon as "INTERCAM BANCO" notifies the "CLIENT" of the termination of this Agreement, "INTERCAM BANCO" will adopt the necessary measures to avoid subsequent movements to the cancellation or termination, ceasing from that moment any liability of the "CLIENT" and will deliver to the latter an account statement expressing the amount of the deposited amount.

The "CLIENT" shall have the possibility, within a period of 10 (ten) "BUSINESS DAYS" after the signing of this Agreement, to cancel it without any liability or commission charge, provided that the "CLIENT" has not used or operated any of the products contracted with "INTERCAM BANCO" under this Agreement.

Likewise, the "Accounts" that remain inactive for a period of more than 6 months and their balances are at zero pesos, will be cancelled by notifying the "CLIENT" thirty (30) calendar days prior to the date on which it is intended to close such "Accounts", by means of a message sent to the e-mail address that the "CLIENT" has registered in the "INTERCAM BANCO" system.

In the event of termination or rescission of this Agreement, "INTERCAM BANCO" shall not be obligated to comply with any operation that is pending or that had been scheduled in advance or to provide any service from the date on which the Agreement is terminated, being the "CLIENT" obligated to withdraw any balance that exists in its favor within 5 (five) "BUSINESS DAYS" following the date on which such determination had been notified; after such term has elapsed without the corresponding withdrawal being made, the amount shall be available to the "CLIENT" by cashier's check at the branch where the "ACCOUNT" serving as the "Pivot Account" of this Agreement has been opened.

In the event that "INTERCAM BANCO" offers the Domiciliation service and has been contracted by the "CLIENT", the latter may request at any time the cancellation of such service, by subscribing the cancellation form that "INTERCAM BANCO" will keep available for such purposes and delivering it to the latter at any of the branches of "INTERCAM BANCO".

SEVENTY-SIXTH BIS. THEFT OR LOSS. In case of theft or loss of any of the Access Devices and/or TOKEN granted under this Agreement, the "CLIENT" shall immediately notify by telephone the Customer Service Center of "INTERCAM BANCO" whose number is included in the "Application-Contract" and any of the "Cover Sheets", where a reference number of the notice will be provided. As long as "INTERCAM BANCO" does not receive notification of the theft or loss of the Access Device and/or "TOKEN", the "CLIENT" will be responsible for the amount of the withdrawals made. Once received by "INTERCAM BANCO" the notice of theft or loss of the Access Device and/or "TOKEN" in question, in the above terms, "INTERCAM BANCO" will proceed to block the use of such Access Device and/or "TOKEN", ceasing from that moment the responsibility of the "CLIENT" for the use of the reported Access Devices and/or "TOKEN".

The parties agree that "INTERCAM BANCO":

- 1. It will cancel the Access Devices and/or "TOKEN" linked to the present Contract on the date of presentation of the request. The "CLIENT" must deliver them or state in writing and under oath that they were destroyed or that he/she does not have them, so he/she will not be able to make any use of them after such date;
- 2. It shall reject any use intended to be made after the cancellation of the Access Devices and/or "TOKEN". Consequently, no new charges or additional movements may be made from the moment the cancellation is made, except for those already generated;
- It will cancel, without its responsibility, the Domiciliation services on the date of the termination request, regardless of who retains the authorization of the corresponding charges;
- Refrain from making the termination of this Agreement conditional upon the return of the copy of the Agreement in possession of the "CLIENT", and
- 5. It shall refrain from charging the "CLIENT" any commission or penalty for the termination of this Agreement.

SEVENTY-SIXTH TER. ANTI-CORRUPTION. The "CLIENT" undertakes to comply with the anti-corruption policy of "INTERCAM BANCO" (hereinafter, the "Anti-Corruption Policy"), which is known and available on the website:

 $\underline{\text{https://www.intercam.com.mx/wp-content/uploads/2023/06/Politica-Anticorrupci-o\%CC\%81n_Versio\%CC\%81n-Pu\%CC\%81blica.pdf}$

The "CLIENT" accepts that it is strictly forbidden to request, receive, promise, offer, pay, directly or indirectly deliver money, gifts, presents and/or gratuities of any kind to any employee of "INTERCAM BANCO" to try to obtain any advantage or influence decisions and/or obtain benefits or any undue profit, or with the intention that "INTERCAM BANCO" and/or its employees refrain from complying with their obligations, derived from the execution of this Agreement or in any other contracting and/or process in which it participates with INTERCAM BANCO, or with any of the financial entities that are members of Intercam Grupo Financiero, S.A. de C.V.

SEVENTY-SEVENTH. TERMINATION. The failure of the "CLIENT" to comply with any of the terms of this Agreement shall entitle "INTERCAM BANCO" to its immediate termination, regardless of the damages that "INTERCAM BANCO" may claim; to that effect, it shall be sufficient that the failure to comply and that "INTERCAM BANCO" notifies the "CLIENT" through any of the means agreed upon in this Agreement, for the immediate termination of this Agreement to proceed.

SEVENTY-EIGHTH. TAXES. The parties agree that in order to comply with the tax provisions in force, the person appearing as holder or account holder shall be the one who receives the yields, and therefore shall be the taxpayer of the Income Tax or any other type of tax levy applicable to the corresponding product, unless the "CLIENT" expressly states otherwise.

SEVENTY-NINTH. COMPLEMENTARY SERVICES. The "CLIENT" will be able to contract with "INTERCAM BANCO" other banking and financial products



or services that complement, expand or add to those provided for in this Agreement, in which case the content of the obligations of this Agreement shall prevail unless expressly the contract(s) that, if any, are signed in the future, is (are) deleted or leaves without effect any part of this Agreement. Likewise, the "CLIENT" accepts that this Contract leaves without effect the previous versions of the Contract, recognizing that this version is the most updated and registered in the Registry of Adhesion Contracts (RECA) in charge of CONDUSEF, and therefore is subject to and accepts the content of the same.

It is important to take into account that operations made through bank commission agents may generate a commission, please consult before making your operation.

EIGHTEENTH. ASSIGNMENT OF RIGHTS OF THE CONTRACT. The "CUSTOMER, may not assign or transfer the rights and obligations arising from this Agreement, and this Agreement shall not be considered as an assignment of rights or license to use any property right or marketing right whose holder is "INTERCAM BANCO".

EIGHTIETH BIS. INACTIVITY OF THE PRODUCTS. The principal and interest of the banking instruments that do not have a maturity date, those that are automatically renewed, as well as transfers and investments that have expired and are not claimed, which in the course of three years have had no movement for deposits or withdrawals, prior written notice addressed to the domicile of the "CLIENT", with ninety days in advance, may be paid into a "Global Account" that "INTERCAM BANCO" will keep for such purposes.

When the depositor or investor comes to make a deposit or withdrawal, or claim the transfer or investment, "INTERCAM BANCO" will withdraw from the "Global Account" the total amount, in order to credit them to the respective product or deliver them to the "CLIENT".

The rights derived from the deposits and investments and their interest referred to in this clause, without movement during the course of three years counted from the date the latter are deposited in the "Global Account", whose amount does not exceed per "Account" the equivalent of three hundred days of the general minimum salary in force in Mexico City, will be subject to the statute of limitations in favor of the public charity assets.

Consequently, the "CLIENT" releases "INTERCAM BANCO" from liability if once the aforementioned term has elapsed, "INTERCAM BANCO" delivers the funds to the public charity. In the event that the resources of the "Account" of the "CLIENT" lapse in favor of the public charity, "INTERCAM BANCO" will proceed to cancel the "Account" of the "CLIENT" without prior notice.

EIGHTY-FIRST. CLARIFICATIONS AND CLAIMS. In accordance with the provisions of the Law for the Transparency and Regulation of Financial Services, when the "CLIENT" does not agree with any of the movements that appear in the respective account statement or of the products or services derived from this Agreement that are reflected in the account statement or in the vouchers of the TRANSACTIONS issued by "INTERCAM BANCO", including any operation, agreement, contract, modification or legal instrument of any nature, agreed or provided in the Electronic Banking service through the Electronic Means, the "CLIENT" may file a claim or claim for clarification of any of the movements that appear in the respective account statement or of the products or services derived from this Agreement, including any operation, agreement, contract, modification or legal instrument of any nature, agreed or provided in the Electronic Banking service through the Electronic Means may submit a request for clarification within a period of 90 (ninety) calendar days from the cut-off date of the account statement, or if applicable, from the performance of the operation or service.

The request may be submitted to the branch where your "Accounts" are located or to the specialized unit for attention to queries and complaints from customers and users of "INTERCAM BANCO" (the "Specialized Unit"), in writing, which "INTERCAM BANCO" must acknowledge receipt or by e-mail or any other means by which its receipt can be reliably verified.

For the purposes of this Agreement, the Specialized Unit shall have the purpose of attending to any inquiry, complaint or claim from the clients and users of "INTERCAM BANCO", whose data are set forth in the General Cover Page of this Agreement.

In the case of amounts payable by the "CLIENT" that have been disposed of by any of the means of disposition mentioned in this Agreement, the "CLIENT" shall have the right not to make the payment whose clarification is requested, as well as any other amount related to such payment, until the clarification is resolved in accordance with the process stipulated in this clause.

Once the request for clarification is received, "INTERCAM BANCO" will have a maximum term of 45 (forty-five) calendar days to deliver to the "CLIENT" the corresponding opinion, attaching a simple copy of the document or evidence considered for the issuance of such opinion, based on the information that, according to the applicable provisions, must be in its possession, as well as a detailed report in which all the facts contained in the request submitted by the "CLIENT" are answered. In the case of claims related to operations carried out abroad, the term provided in this paragraph shall be up to 180 (one hundred and eighty) calendar days.

The aforementioned opinion and report must be made in writing and signed by "INTERCAM BANCO" personnel empowered to do so. In the event that, according to the report issued by "INTERCAM BANCO", the collection of the respective amount is appropriate, the "CLIENT" shall make the payment of the amount payable, including ordinary interest as agreed, without the collection of default interest and other accessories generated by the suspension of payment made under the terms of this clause.

When the "CLIENT" objects to any charge derived from the Domiciliation service provided for in this "Contract", during the first 60 (sixty) days of the term indicated in the first paragraph of this clause, "INTERCAM BANCO" shall pay the amount claimed no later than the "BUSINESS DAY" following the receipt of the objection, without requiring the "CLIENT" to carry out any additional procedure. If the objection is made between the 61st (sixty-first) and 90th (ninetieth) day of the aforementioned term, "INTERCAM BANCO" shall resolve on the merits of the claim within a maximum term of 20 (twenty) days and, in case the objection is upheld, pay the amount claimed no later than the "BUSINESS DAY" following the date of resolution.

In the event that the objection of Domiciliation charges is not appropriate as indicated in the preceding paragraph, "INTERCAM BANCO" shall make available to the "CLIENT", within a period of ten "BUSINESS DAYS" counted from the date the objection is resolved, the printed original of the resolution with the signature of the authorized personnel in which the arguments supporting the objection are expressed, as well as a copy of the respective supporting documents or evidence, including that provided by the supplier in question, at the branch where, if applicable, the objection has been filed or through the e-mail address that the "CLIENT" may have indicated for such purpose.

Within 45 (forty-five) calendar days from the delivery of the opinion referred to in this clause or the resolution referred to in the preceding paragraph, "INTERCAM BANCO" shall be obliged to make available to the "CLIENT", at the branch where the "Account" is located, or at the Specialized Unit of "INTERCAM BANCO", the file generated as a result of the request, as well as to integrate in it, under its strictest responsibility, all documentation and information that, in accordance with the applicable provisions, must be in its possession and that is directly related to the "Account", the file generated as a



result of the request, as well as to integrate in it, under its strictest responsibility, all the documentation and information that, in accordance with the applicable provisions, must be in its possession and that is directly related to the corresponding request for clarification and without including data corresponding to operations related to third parties.

In the event that "INTERCAM BANCO" does not give a timely response to the request of the "CLIENT" or does not deliver the detailed opinion and report, as well as the documentation or evidence referred to above, the National Commission for the Protection and Defense of the Users of Financial Services, subject to the provisions of Chapter V of the Law for the Transparency and Regulation of Financial Services, will impose a fine for an amount equivalent to the amount claimed by the "CLIENT" in terms of this clause.

Until such time as the request for clarification in question is resolved in accordance with the procedure set forth in this clause, "INTERCAM BANCO" may not report the amounts subject to such clarification to the credit information companies as overdue.

The foregoing is without prejudice to the right of the "CLIENT" to go before the National Commission for the Protection and Defense of Users of Financial Services or before the corresponding jurisdictional authority in accordance with the applicable legal provisions, as well as the sanctions to be imposed on "INTERCAM BANCO" for breach of the provisions of this clause. However, the procedure established in this clause will be without effect from the moment the "CLIENT" files its claim before the jurisdictional authority or conducts its claim in terms and terms of the Law for the Protection and Defense of the Financial Services User.

For purposes of the provisions of the preceding paragraph, the "CLIENT" may contact the call center of the National Commission for the Protection and Defense of Users of Financial Services ("CONDUSEF"), at the following numbers: 800-999-80-80 if located within the Mexican Republic or 55-53-40-09-99 if calling from Mexico City or Metropolitan Area. The "CLIENT" may attend CONDUSEF's main offices located at 762 Insurgentes Sur Avenue, Colonia Del Valle, Alcaldía Benito Juárez, C.P. 03100, Mexico City or any of the regional or metropolitan delegations that are closest to him/her, depending on his/her geographic location. Likewise, the "CLIENT" may make inquiries at CONDUSEF's web page: http://www.condusef.gob.mx, including the possibility of sending opinions to the e-mail address: asesoria@condusef.gob.mx, in order to carry out any claim derived from the services, terms and conditions established in this Agreement.

The "CLIENT" will have the right at all times to register, before the Public Registry of Users (REUS) of CONDUSEF, his/her refusal to receive advertising information of financial products and services via internet, telephone and/or in person.

Notwithstanding the foregoing, the "CLIENT" shall have the right to notify its refusal to receive advertising information directly to "INTERCAM BANCO" at any branch or through **Electronic Means**.

EIGHTY-SECOND. DOMICILES. For all the effects derived from this Agreement, the "CLIENT" indicates as its domicile the one indicated in the document titled "Application-Contract", which is part of this Agreement. The change of address that the "CLIENT" may have in the future must be notified in writing to "INTERCAM BANCO", in case of not doing so, the notices made by "INTERCAM BANCO" in the last address indicated, will be fully effective, releasing "INTERCAM BANCO" from all liability. Likewise, the "CLIENT", subject to the applicable legal provisions, authorizes "INTERCAM BANCO" to make any notification by e-mail or through **Electronic Means**.

"INTERCAM BANCO" indicates as its domicile for all legal purposes located at Avenida Paseo de las Palmas, 1005, Piso 01, Colonia Lomas de Chapultepec, Alcaldía Miguel Hidalgo, C.P. 11000, Mexico City. Likewise, "INTERCAM BANCO" makes available to the "CLIENT" its web page www.intercam.com.mx, through which it may also consult the accounts that "INTERCAM BANCO" maintains active in social networks on the Internet.

SPECIALIZED UNIT OF ATTENTION TO USERS (UNE) OF "INTERCAM BANCO":

Avenida Paseo de las Palmas, 1005, Piso 01, Colonia Lomas de Chapultepec, Alcaldía Miguel Hidalgo, C.P. 11000, Mexico City.

Tel.: 55 55 33 33 34 ext.: 3308 Hotline: 55 50 33 33 08 une@intercam.com.mx

EIGHTY-THIRD. APPLICABLE LEGAL PROVISIONS. In all matters not provided for in this Agreement, the provisions of the Law of Credit Institutions, banking practices and other applicable legal and administrative provisions shall apply.

EIGHTY-FOURTH. PERSONAL DATA. In compliance with the provisions of the Federal Law of Protection of Personal Data in Possession of Individuals and its Regulations, "INTERCAM BANCO" informs the "CLIENT" and the latter accepts and acknowledges that all personal data collected by "INTERCAM BANCO" in person or remotely by virtue of the execution of this Agreement, will be protected and treated in terms of the provisions of the Privacy Notice, which is available to the "CLIENT" on the website http://www.intercam.com.mx, which is part of this Agreement.

The "CLIENT" authorizes "INTERCAM BANCO" to provide the information it deems pertinent to the service providers: (i) operational; (ii) card maquila; (iii) printing of account statements; or (iv) any other service that is necessary for "INTERCAM BANCO" to comply with its obligations under this Agreement. Likewise, the "CLIENT" authorizes "INTERCAM BANCO" to disclose its information and documentation to the corresponding authorities, in accordance with the applicable legislation. The "CLIENT" hereby accepts and acknowledges that he/she has read and accepted the contents of the Privacy Notice made available to him/her, which "INTERCAM BANCO" reserves the right to modify from time to time.

The "CLIENT" accepts that the updates to the Privacy Notice referred to in the previous paragraph may be consulted through the web portal http://www.intercam.com.mx and in our branches. Likewise, the "CLIENT" accepts that when using our web portals we may use cookies and/or any similar technology that allows us to collect the IP address and browser version for security purposes.

Likewise, the "CLIENT" grants its consent to "INTERCAM BANCO" to provide the financial entities that make up Intercam Grupo Financiero, S.A. de C.V., (Intercam Casa de Bolsa, S.A. de C.V., Intercam Grupo Financiero, and Intercam Fondos, S.A. de C.V., Sociedad Operadora de Fondos Inversión, Intercam Grupo Financiero), as well as Intercam Banco Internacional, Inc., Sociedad Operadora de Fondos de Inversión, Intercam Grupo Financiero), as well as Intercam Banco Internacional, Inc. a subsidiary of "INTERCAM BANCO", Intercam Agente de Seguros y de Fianzas S.A. de C.V., Intercam Securities, Inc., Intercam Advisors, Inc, Intercam Futures, Inc. and Intercam FX, S.L., the data and documents related to your personal, financial or patrimonial information contained in the file that "INTERCAM BANCO" has integrated derived from the financial services that the "CLIENT" has contracted with "INTERCAM BANCO", with the purpose of facilitating the commercial relationship that the "CLIENT" intends to establish with the companies mentioned in this clause, as well as for marketing and advertising purposes of the products and services that we consider of interest provided by any of the companies listed in this clause, to develop customer profiles, analysis of their needs and analysis for the design of products that we consider of interest.



At any time, the "CLIENT" may request the exercise of their rights of access, rectification, cancellation, opposition or revocation of consent for the processing of their personal data, through the corresponding request that can be submitted at any of our branches addressed to the Responsible for Personal Data. To facilitate the exercise of your ARCO rights, "INTERCAM BANCO" offers you the following telephone numbers: 800-800-3334 or 55-55-33-33-34 to extension 4001 or e-mail privacidad@intercam.com.mx for further information, clarify answers to your request, submit complaints, doubts or make recommendations.

Also, in this act, the "CLIENT" gives its express consent so that for the duration of the business relationship, "INTERCAM BANCO" may share with other credit institutions, through the technological platform of Banco de México (the Platform), its information and, where appropriate, documentation on transfers of domestic funds in foreign currency, as well as international fund transfers made. Such authorization includes the power for "INTERCAM BANCO" to: i) make periodic consultations of the information of the "CLIENT" in the Platform; and ii) obtain information and, where appropriate, documentation of the same, which is in the Platform, for its integration and conservation in the respective file. For this purpose, the "CLIENT" may revoke their consent in terms of the Privacy Notice that is available at www.intercam.com.mx.

Likewise, the parties agree that the "CLIENT" may request "INTERCAM BANCO", in writing, by e-mail to privacidad@intercam.com.mx, the delivery of its information stored in the Platform, as well as the list of other Credit Institutions that have consulted their information, with the understanding that in case of not recognizing as its own the information and documentation included in the Platform, it must immediately inform "INTERCAM BANCO" by the same means.

EIGHTY-FIFTH. REGULATIONS. The different legal precepts referred to throughout this Agreement shall be available for consultation by the parties in the Registry of Adhesion Contracts maintained by CONDUSEF and in the branches of "INTERCAM BANCO".

EIGHTY-FIFTH BIS. TITLES OF CLAUSES. The parties acknowledge that the titles of the clauses are used as a reference and shall not affect the interpretation of the same. Likewise, they acknowledge that if any of the clauses of this agreement should be declared null and void or illegal by a competent authority, it shall not interfere with the rest of the Agreement nor may it be used to request its nullity.

EIGHTY-SIXTH. JURISDICTION AND APPLICABLE LAW. In the event of any controversy between the parties in connection with the interpretation, execution and performance of this Agreement, the parties submit to the laws and jurisdiction of the courts of Mexico City, or of the place of execution of this Agreement, at the option of the plaintiff, and the parties hereby waive any other jurisdiction that may correspond to them by reason of their present or future domicile.

This translation is for informational purposes only, so be aware that it will not have any legal value. In case of any discrepancy between the Spanish and English version, the Spanish version shall prevail at all times.

ISIGNATURE PAGE FOLLOWS1



The present Contract with "Account" number	, is subscribed in duplicate at, on the of		
of, the "CLIENT" receiving one copy of the same.			
INTERCAM BANCO, S.A., INSTITUCIÓN BANCA MÚLTIPLE,	The "CLIENT".		
INTERCAM GRUPO FINANCIERO	THE GELEVI .		
The parties acknowledge that these signature pages are an integral part of the Contract for the Purchase and Sale of Foreign Currency and Multiple Financial Services, registered in the Registry of Adhesion Contracts of CONDUSEF under number 1623-437-028207/02-00940-0424 . Likewise, all amendments and updates to this Agreement may be consulted at https://registros.condusef.gob.mx/reca/_index.php.			
PRIVACY NOTICE AND AUTHORIZATION TO SHARE INFORMATION			
Intercam Banco, S.A., Institución de Banca Múltiple, Intercam Grupo Financiero, indicates as its address for the purposes related to this privacy notice, the address located at Lago Zurich 219, Piso 10, Col. Ampliación Granada, Alcaldía Miguel Hidalgo, C.P. 11529, Mexico City. Likewise, "INTERCAM BANCO" informs you that the personal data collected will be protected in accordance with the provisions of the Federal Law for the Protection of Personal Data in Possession of Individuals and that the processing of your personal data will be for the following purposes, without limitation: (i) corroborate your identity and the veracity of the information you provide as your own; (ii) formalize a contractual relationship and provide the contracted financial services as agreed between the parties, and if applicable, require its compliance, (iii) offer an extension or improvement of the contracted financial products or services and, if applicable, promotions or discounts. You may consult our comprehensive privacy notice on the web page www.intercam.com.mx Also, the "CLIENT" in terms of the provisions of Article 106, section XX of the Law of Credit Institutions and the Eighty-Fourth clause of Chapter VII of this "Agreement" authorizes "INTERCAM BANCO" to share with the companies indicated in such clause the data and documents related to his personal information, financial or patrimonial that are in the file that "INTERCAM BANCO" has integrated derived from the financial services that the "CLIENT" has contracted, as well as for promotional activities and that such third parties may offer him, financial or patrimonial information contained in the file that "INTERCAM BANCO" has integrated derived from the financial services that the "CLIENT" has contracted, as well as for promotional activities and that such third parties may offer goods and services. This consent may be revoked at any time through our branches in accordance with the privacy notice.			
The "CLIENT".			
AUTHORIZATION TO CREDIT INFORMATION COMPANIES (CREDIT BUREAUS)			
The "CLIENT" expressly authorizes "INTERCAM BANCO" to request information from the Credit Information Companies. Likewise, I (we) authorize that the financial and patrimonial information that we have provided to "INTERCAM BANCO", as well as the information obtained from the credit information companies, may be disclosed and shared with the financial entities that are members of Intercam Grupo Financiero, S.A. de C.V. and other subsidiaries, in the understanding that I (we) expressly declare that I (we) have full knowledge of: 1 The nature and scope of the information to be provided by credit information companies. 2 The use that "INTERCAM BANCO" and Intercam Grupo Financiero, S.A. de C.V. will make of such information. That "INTERCAM BANCO" and Intercam Grupo Financiero, S.A. de C.V., may make periodic inquiries of my (our) credit history for as long as this authorization remains in effect.			
This authorization shall be in force for a term of three years from the dator maintains a legal relationship with the "CLIENT".	te of its granting, or during all the time that "INTERCAM BANCO" is in force		
	CLIENT".		
THE OLIENT.			
AUTHORIZATION TO SEND A CONTRACT ELECTRONICALLY			
The "CLIENT" hereby expressly authorizes "INTERCAM BANCO" to send him/her a copy of this "Contract" by e-mail to the address provided in the "Application-Contract".			
TL - 11.	CLIENT"		
i ne u	CLIENT".		

Registration data in the registry of adhesion contracts: 1623-437-028207/02-00940-0424

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