

COMMERCIAL COMMISSION AGREEMENT FOR THE PURCHASE AND SALE OF MUTUAL FUND SHARES ENTERED INTO BY INTERCAM FONDOS, S.A. DE C.V., SOCIEDAD OPERADORA DE FONDOS DE INVERSIÓN, INTERCAM GRUPO FINANCIERO, REPRESENTED IN THIS ACT BY ITS LEGAL REPRESENTATIVE WHO SIGNS BELOW (HEREINAFTER "INTERCAM FONDOS"), AND BY THE OTHER PARTY, THE PERSON INDICATED IN THE PROEM OF THE REFERRED COMMERCIAL COMMISSION AGREEMENT (HEREINAFTER "THE CUSTOMER"), WHO ARE BOUND BY THE FOLLOWING RETRESENTATIONS AND CLAUSES:

## REPRESENTATIONS

- I. Declares INTERCAM FONDOS through its legal representative:
- To be a corporation legally incorporated under the laws of the United Mexican States, as evidenced by Public Deed number 65.655 dated September 28, 1994, executed before the faith of Mr. Ignacio Soto Sobreyra y Silva, Notary Public number 13 of the Federal District (now Mexico City), acting as alternate in the protocol of Notary Office 99 of which Mr. Joaquín F. Oseguera is the holder, registered in the Public Registry of Commerce of the Federal District, under mercantile folio number 194054, dated December 1994, and which is recorded in the Federal Taxpayers' Registry of the Federal District under the Federal Taxpayers' Registry of the Federal District, under the Commercial Folio number 194054, dated December 1994. Oseguera, registered in the Public Registry of Commerce of the Federal District, under mercantile folio number 194054, December 27, 1994, and which is registered in the Federal Taxpayers Registry.
- That it has been authorized by the National Banking and Securities Commission (hereinafter to incorporate and operate as an Operating Company of Investment Companies, as stated in Official Communication No. DGSI-93/4469-11424 dated October 19, 1993
- That pursuant to the Decree reforming, adding and repealing various provisions in financial matters and issuing the Law to Regulate Financial Groupings, published in the Official Gazette of the Federation on January 10, 2014, through Official Letter No. 312-3/13757/2015 dated March 17, 2015, it obtained approval from the CNBV, for the comprehensive reform of its bylaws, as to the functions of administration, conduct of business and surveillance of the Investment Funds, being named as Sociedad Operadora de Fondos de Inversión (Investment Funds Operating Company).
- That its legal representative has sufficient powers to execute this Agreement, which have not been revoked, modified, suspended or limited in any way.
- That in accordance with the Law in force and the general provisions derived therefrom, it is empowered to provide distribution services of shares representing the capital stock of Investment Funds and has entered into adhesion and commercial commission agreements with the same for the distribution of shares representing the capital stock of said Investment Funds. (The aforementioned shares for the purposes of this Agreement shall be designated as THE SECURITIES).
- That the attorneys-in-fact of INTERCAM FONDOS who will carry out the purchase and sale transactions of THE SECURITIES, in accordance with the instructions of THE CUSTOMER, are duly authorized by the CNBV to carry out promotional activities and enter into purchase and sale transactions of THE SECURITIES with the public under the terms of this Agreement.
- Declares THE CUSTOMER, in its own right or through its representative(s), as the case may be:
- (Legal entities) .- To be a legally constituted company, to be of the nationality, to have the

Federal Taxpayers Registry and to have as legal The general mandate mentioned in the preceding power(s) of said representative(s) has/have not

- That he/she is aware of the scope of the rights and set forth in this Agreement and, specifically, ir obligations derived from this Agreement under the corresponding INVESTMENT FUNDS' PROSPECTS. terms of the Securities Market Law (hereinafter LMV), the Investment Funds Law (hereinafter LFI) In any case INTERCAM FONDOS will act subject to the and other applicable regulations.
- will be carried out in accordance with the general provisions issued by the CNBV and the text of the Prospectuses for Information to the Public Investor (hereinafter the PROSPECTS) of each of the (hereinafter the PROSPECTS) of each of the Investment Funds whose shares INTERCAM THIRD.- NECESSITY OF PRE-EXISTING RESOURCES FONDOS distributes or may distribute, These FOR THE PROCESSING OF THE PURCHASE PROSPECTS were delivered to him and he accepts to know them in their terms, expressing his account indicated to that effect by INTERCAM FONDOS, conformity with them, forming part of this the necessary resources to satisfy its purchase instructions Agreement, as well as the modifications that may be made to them, accepting also that he knows that they are available for his analysis and consultation in the web nage http://www.intercam.com.mx in the web page http://www.intercam.com.mx
- the repurchase bases and limits per investor of THE SO. SECURITIES of each of the Investment Funds whose shares are distributed by INTERCAM FONDOS (hereinafter THE INVESTMENT FUNDS, INVESTMENT FUND or THE FUNDS), which are indicated in the PROSPECTS.
- Agreement, it is not possible to guarantee any losses or gains due, in general, to the fluctuations  $\,$  determined by the LFI. of the Stock Market that integrate the assets of THE INVESTMENT FUNDS.
- That it is willing to provide the necessary information and/or documentation, so that INTERCAM FONDOS may comply with the interests of the public. applicable legal provisions whose purpose is to FIFTH – LIABILITY. By virtue of the provisions of the LFI, establish procedures to prevent or detect acts, INTERCAM FONDOS CALL TO A CONTROL OF THE PROPERTY O omissions or operations that could favor, provide in the assumptions of Article 400 Bis of the same legal ordinance.
- That the information provided by him, contained in the PROEM of the Agreement is true and that the undertakes to comply with the obligations Agreement by undertakes to comply with the obligations agreement by the provided documents with which he accredited his identity are genuine and legitimate, which are attached in copy to the present instrument.
- That the resources with which it acts in all the operations object of the present Agreement come from lawful sources.

in Based on the foregoing, the parties agree as follows:

## CLAUSES

FIRST.- OBJECT. The CUSTOMER hereby grants INTERCAM FONDOS a general mandate as a Commercial Commission, consisting of: to receive funds for the acquisition of THE SECURITIES; to sell, administer and deposit THE SECURITIES distributed by INTERCAM FONDOS; to act as its representative in shareholders' meetings in the exercise of its corporate (Individuals) - Be of the nationality indicated in and patrimonial rights; and to carry out any other the PROEM of this Agreement, which is attached operation or movement authorized by the LFI and the as part of this instrument (hereinafter the general provisions arising therefrom, in the account of "PROEM"), which is evidenced by the THE CUSTOMER, and to carry out, in general, any act documents attached hereto in copy. **FONDOS** 

representative(s) the person(s) indicated in the paragraph does not require that it be granted in a public **PROEM** of this Agreement, declaring that the deed.

been revoked, modified, suspended or limited in SECOND.

any way as of the date hereof, and a copy of which is attached hereto to evidence said powers.

TERMS AND CONDITIONS OF THE AND SALE TRANSACTIONS: The parties agree that the purchase and sale transactions of THE approximately SECURITIES shall be subject to the terms and conditions

express instructions of THE CUSTOMER.

That he/she acknowledges and accepts that the If in the opinion of INTERCAM FONDOS it is necessary to transactions entered into by INTERCAM FONDOS confirm any instruction from THE CUSTOMER, it will request it to the CUSTOMER, and therefore, as long as it does not receive written confirmation from the CUSTOMER it will not be obliged to carry out the operation requested through the instruction.

balances available in the CUSTOMER'S account to execute the relative instructions or if THE CUSTOMER has not That it is aware of and expresses its agreement with provided it with the necessary resources or securities to do

FOURTH.- PRICE AT WHICH THE TRANSACTIONS ARE CARRIED OUT.- The parties agree that the purchase and sale transactions of THE SECURITIES that as a consequence of THE CUSTOMER'S instructions are carried out, shall be carried out with the exception set forth That it expressly recognizes that due to the nature in the following paragraph, at the updated valuation price of the investments that are the subject matter of this determined by the entity that provides share valuation Agreement, it is not possible to guarantee any services to the respective INVESTMENT FUNDS, and return, being its investments subject, therefore, to which shall be disclosed to the public in the manner

> **THE CUSTOMER** acknowledges that to the aforementioned price, **THE INVESTMENT FUNDS** may apply maximum over- and undervaluation spreads, based on so that the general provisions issued by the CNBV to protect the

INTERCAM FONDOS shall be excused, without liability, from complying with the instructions of the CUSTOMER commission of the crime provided in Article 139 of the Federal Criminal Code or that could be located provisions derived therefrom and other applicable regulations. regulations, for which reason the CUSTOMER is obliged to refrain from ordering the arrangement of transactions contrary to the legal provisions in force.

> INTERCAM FONDOS on its behalf, with the persons it hires under the terms of this Agreement.

> SEVENTH.- CONDUCT FOR PURCHASE AND SALE <u>INSTRUCTIONS.</u>- The instructions for the purchase and sale of **THE SECURITIES** shall be submitted by **THE** CUSTOMER to INTERCAM FONDOS through the attorneys-in-fact authorized by the CNBV to carry out transactions. The aforementioned instructions may be transmitted by any of the means provided for in clause ONETEENTH of this Agreement.

> EIGHTH .- TERM FOR THE EXECUTION OF THE INSTRUCTIONS FOR PURCHASE AND SALE OF THE SECURITIES.- The parties agree, in order to INTERCAM FONDOS the opportunity to process the purchase and sale instructions of THE SECURITIES, formulated by **THE CUSTOMER**, that the CUSTOMER may only instruct purchases or sales of THE SECURITIES fifteen minutes before the end of the hours established in the respective INVESTMENT FUNDS' PROSPECTS, every business day marked in the stock exchange calendar. The instructions received at a time other than the aforementioned, shall be carried out in accordance with the provisions of the aforementioned PROSPECTS for the



purchase and sale instructions that are processed after the hours established in the corresponding PROSPECTS.

NINTH.- PROVIDERS.- The purchase and sale transactions of the SECURITIES processed by INTERCAM FONDOS shall be subject to the guidelines established in the PROSPECTS of each of the **INVESTMENT FUNDS** in question.

INTERCAM FONDOS will prepare a receipt for each the necessary information to prove the meaning of the instruction as to the number of the SECURITIES it will acquire or dispose of and the dates of the request and of the transaction. This receipt with the number of its accounting record shall be available to THE CUSTOMER and upon request may be sent to him by the means agreed in clause ONETEENTH of this Agreement, as of the next business day in which the transaction is carried out. The foregoing, regardless of whether the same operation is reflected in the account statement referred to in clause SIXTEENTH of this Agreement.

The receipts, vouchers, account statements and other documents that INTERCAM FONDOS issues in favor of THE CUSTOMER to accredit the receipt or transfer of THE SECURITIES and resources, will invariably be issued in the name of THE CUSTOMER and in no case will they be negotiable.

TENTH.- PROSPECT OF INFORMATION TO THE INVESTING PUBLIC.- The parties agree that INTERCAM FONDOS, on behalf of THE INVESTMENT FUNDS, will keep at all times available to THE CUSTOMER, for analysis, consultation and conformity, the PROSPECTS of THE INVESTMENT FUNDS, including any updates or modifications that may be made at the offices of INTERCAM FONDOS or through its web page http://www.intercam.com.mx.

The CUSTOMER hereby declares its consent and Likewise, the parties agree that the financial ratio resulting conformity to the approval of the PROSPECT, as well as from dividing the sum of all costs, commissions or its modifications, by means of the means specified

parties agree that it will be through the PROSPECTS, including its modifications, vintercam FONDOS will make known to CUSTOMER, the following:

- 1. The terms, conditions and procedures regarding the calculation of the commissions to be charged
- 2. The periodicity in which the commissions will be charged and the advance notice with which you will be informed of the increases or decreases that are intended to be carried out.
- 3. The results obtained on the performance of THE SECURITIES, including the commissions referred to or calculated for the performance of the asset
- 4. Any information regarding commissions that may be charged by the operating or distributing company, as well as commissions derived from remuneration paid to the service providers referred to in the LFI.
- The type of persons who may acquire THE SECURITIES, which, if applicable, may be differentiated according to the different series and classes of THE SECURITIES.
- 6. The characteristics, rights and obligations, if any, granted by the different series and classes of THE SECURITIES, the detailed policy for the purchase and sale of THE SECURITIES, the anticipation with which the related orders must be submitted, the days and hours of operation and holding per investor.

In view of the foregoing, THE CUSTOMER undertakes to be familiar with the contents of the PROSPECTUS related to THE INVESTMENT FUND whose shares it other means to carry out communications with THE intends to acquire, as well as the amendments thereto, before the respective acquisition is made.

In the event that modifications are made to the PROSPECTS of the INVESTMENT FUNDS with the authorization of the CNBV, INTERCAM FONDOS will send THE CUSTOMER a notice informing of such fact, in terms of the applicable provisions, indicating the place or means through which they may access their

statements

modifications referred to in the next preceding paragraph, he/she shall have 30 (thirty) business days from the date on which he/she was notified of the modifications to request INTERCAM FONDOS to repurchase the respective SECURITIES, without the application of any differential. The CUSTOMER acknowledges that once this INTERCAM FONDOS reserves the right to request term has elapsed without requesting the repurchase of **the** confirmation of each transaction in writing and in original. purchase or sale transaction it carries out according to **SECURITIES**, the authorized modifications to the the instructions of **THE CUSTOMER**, which will contain **PROSPECT** will be legally effective Prior to the PROSPECT will be legally effective. Prior to the The CUSTOMER expressly agrees that the repetition of termination of the established term, any instruction from errors attributable to him/her in the insertion of his/her transactions of THE SECURITIES, shall presume THE FONDOS to suspend this means of communication with the CUSTOMER's consent, with respect to the aforementioned CUSTOMER. modifications to THE PROSPECTS.

> The parties agree that at the time of making the purchase of THE SECURITIES that THE CUSTOMER makes under the terms of this Agreement, it shall be understood that:

- 1. The CUSTOMER reviewed the PROSPECT;
- 2. THE CUSTOMER accepted the terms of the PROSPECTS; and
- 3. The CUSTOMER expressed its agreement with respect to any information other than the PROSPECTUS. referred to in this clause and made known by INTERCAM FONDOS through the agreed mechanisms.

The consent of THE CUSTOMER expressed in the manner provided herein shall release INTERCAM FONDOS and the INVESTMENT FUND concerned from all liability.

The parties agree that the documents with information for the investment, of the INVESTMENT FUNDS in which THE CUSTOMER invests, will be at all times available to THE CUSTOMER for its analysis, consultation and conformity, in the offices of INTERCAM FONDOS, or through its electronic page of Internet.

remunerations accrued or paid during the month in question, by the average net assets of the INVESTMENT FUND itself during such month, shall be disclosed on a monthly basis, at the offices of INTERCAM FONDOS or where through its website.

> ELEVENTH.- MEANS OF GIVING INSTRUCTIONS AND LIABILITIES DERIVED FROM THE USE OF THESE MEANS.- The parties agree that the instructions for the purchase or sale of THE SECURITIES may be given by THE CUSTOMER verbally, personally or by telephone, in writing or through any other electronic, computer or telecommunication means derived from science and technology, accepted by the parties.

> In order to provide greater security with respect to communications between the parties, they agree that upon signing this document, THE CUSTOMER is assigned a personal identification number (hereinafter PIN), which must be used by THE CUSTOMER in all communications with INTERCAM FONDOS. In the event that THE CUSTOMER wishes to replace the PIN with a new one. he/she may request it to INTERCAM FONDOS and the previous **PIN** will be cancelled.

> The use of the means of identification will replace the autographic signature by an electronic signature, therefore, the documentary or technical evidence derived from the use of means in which such electronic signature appears will produce the same effects that the laws grant to the documents signed by the parties and will have the same probative value.

> The CUSTOMER shall be responsible for the use of the PIN made by the CUSTOMER or third parties who have knowledge of such identification number through the CUSTOMER.

CUSTOMER and vice versa, it will be informed and in the in order to evaluate the characteristics of such event that the parties agree to use the new means to carry INVESTMENT FUND, its objectives and the risks that out communications, then they will agree in writing and in may arise from the management of such securities original, specifying the terms that will regulate the use of event that the parties agree to use the new means to carry such means of communication.

> Likewise, INTERCAM FONDOS may give any notice to INVESTMENT FUND itself. The rights referred to in this THE CUSTOMER regarding a new PROSPECT or its paragraph must be exercised under the terms and modification, as well as any other notice, requirement or conditions agreed upon in the bylaws. communication; including the statement of account through the same means.

consultation, which may be done through the account Among the means of communication, the parties expressly recognize, without limitation, electronic, optical or telematic means, telephone, electronic mail, computer terminals and In the event that THE CUSTOMER does not agree with the the worldwide telecommunications network known as the Internet, it being understood that access to these automated equipment and systems shall correspond to the nature of the operation to be performed and the scope of the different

THE CUSTOMER for the execution of purchase and sale passwords, for more than three times, will entitle INTERCAM

In any case, the instructions of THE CUSTOMER for the execution of operations or movements in its account, shall specify the type of operation or movement, species, class, amount and any other characteristic necessary to identify undoubtedly THE SECURITIES, subject of each operation or

The use by THE CUSTOMER of the means of communication provided for in this clause, implies the acceptance of the same and of all the legal effects derived therefrom, provided for in the Law and in this Agreement.

The parties agree that INTERCAM FONDOS shall not assume any liability for failures or delays arising from services related to electronic media.

TWELFTH - <u>DEPOSIT AND CUSTODY</u>. The parties agree that INTERCAM FONDOS will provide THE CUSTOMER with the deposit and custody service of the SECURITIES that THE CUSTOMER entrusts to it for such purpose and of the funds that THE CUSTOMER delivers to it for the execution of transactions, under the terms established in Article 51 of the

INTERCAM FONDOS undertakes to Agreement the services of an entity that, in accordance with the applicable regulations, will maintain the SECURITIES that THE CUSTOMER acquires based on this Agreement, deposited in a Securities Depository Institution. Likewise, INTERCAM FONDOS undertakes to carry out in relation to THE CUSTOMER:

- The acts necessary for the preservation of the rights and the fulfillment of the obligations that **THE SECURITIES** confer or impose to THE CUSTOMER, without including the exercise of rights or legal actions; and
- 2. To use THE SECURITIES for the execution of THE CUSTOMER's sales requests.

In the case of cash, when for any circumstance INTERCAM FONDOS cannot apply these resources to the purpose indicated by THE CUSTOMER on the same day of receipt, it must, if the impediment persists, deposit them in a credit institution no later than the following business day or acquire shares representing the capital stock of an INVESTMENT FUND in debt instruments, depositing them in THE CUSTOMER'S account, or invest them in short-term repurchase agreements on government securities, both selected by INTERCAM FONDOS. In both cases, the funds will be recorded in accounts different from those forming part of the assets of INTERCAM FONDOS.

physical withdrawal or transfer of the deposited SECURITIES may be ordered by THE CUSTOMER, by means of the subscription of the documents requested by INTERCAM FONDOS for such purposes.

THIRTEENTH.- RIGHTS DERIVED FROM THE SECURITIES.- THE CUSTOMER shall not have the rights provided for in Articles 144, 163, 184 and 201 of the General Law of Commercial Companies with respect to the SECURITIES issued by THE INVESTMENT FUNDS pursuant to the second paragraph of Article 14 Bis 2 of the LFI. Notwithstanding the foregoing, the bylaws of the equity or limited purpose INVESTMENT FUNDS may provide for corporate rights and other economic rights for the shareholders of the variable part of the capital stock, as well as the right to oppose the decisions made by the board of directors of the investment fund operating company that manages them, with respect to the equity or limited purpose INVESTMENT FUND itself. The rights referred to in this

FOURTEENTH.- EXERCISE OF PROPERTY RIGHTS
DERIVED FROM THE SECURITIES. The property rights



corresponding to the SECURITIES in respect of which the deposit and custody service is being provided shall be exercised by INTERCAM FONDOS on behalf of THE CUSTOMÉR, and deposited in the bank account indicated in the PROEM of this Agreement, no later than the business day following the day on which they are received by **INTERCAM FONDOS**.

FIFTEENTH.- OPENING OF ACCOUNT.- The parties agree that INTERCAM FONDOS will open an account for THE CUSTOMER in which the transactions entered into, the deliveries and withdrawals of funds made by THE CUSTOMER, the amount of sale of THE SECURITIES and, in general, any balance in favor of or against THE CUSTOMER will be recorded.

Due to the nature of the investments in the securities market that are the subject of this Agreement and in accordance with the terms of the LMV, the parties acknowledge that INTERCAM FONDOS does not assume any obligation to guarantee returns, nor shall it be liable for any losses that the CUSTOMER may suffer as a result of the transactions entered into under this Agreement.

SIXTEENTH.- STATEMENTS OF ACCOUNT.-INTERCAM FONDOS will send to THE CUSTOMER within the first 5 (five) business days following the cutoff of the period in question, an authorized statement of account with a list of all transactions carried out, reflecting the position of THE SECURITIES and resources of THE CUSTOMER as of the last business day of the cut-off of the period and the position of THE SECURITIES and resources of the cut-off of the previous period.

The parties agree that the aforementioned account Ine parties agree that the aforementioned account statements will be sent to the last e-mail address provided by THE CUSTOMER to INTERCAM FONDOS, with the understanding that THE CUSTOMER may request in writing, at any time, to INTERCAM FONDOS, the sending of the account statement to the last address given by THE CUSTOMER to INTERCAM FONDOS.

Additionally, THE CUSTOMER may consult his/her Additionally, THE COSTOMER may consult his/her account statement through the INTERCAM FONDOS website or request it at any of the INTERCAM FONDOS will FONDOS branches, which INTERCAM FONDOS will make available to THE CUSTOMER.

The account statements that INTERCAM FONDOS sends to the email address of THE CUSTOMER will be transmitted through mechanisms that prevent their reading by unauthorized third parties, for which THE CUSTOMER must make use of keys or passwords for their consultation, being his/her responsibility the safekeeping and custody of the same, releasing INTERCAM FONDOS from any responsibility for the consultation of the account statements by unauthorized third parties.

The entries appearing in the account statements may be objected in writing or through any means agreed upon in this Agreement and accepted by the parties, in accordance with the provisions of clause ONETEENTH, within 20 (twenty) business days following the date of issuance, in the understanding that if such entries are not objected by **THE CUSTOMER** within the term indicated, they are presumed to be consented to and confirmed by THE CUSTOMER.

Likewise, in order for the CUSTOMER, if applicable, to make any objections in time, INTERCAM FONDOS will have a copy of said document available to the CUSTOMER, as of the business day following the cutoff, at the office where the account is managed.

REMUNERATIONS - THE INTERCAM SEVENTEENTH .-CUSTOMER expressly authorizes INTERCAM FONDOS to charge the following items, among others, to his/her account:

- 1. The amount of the operations that INTERCAM FONDOS carries out in compliance with the
- 2. The remunerations that INTERCAM FONDOS earns, in accordance with the rates established for each operation or service, and if these do not exist, those that the parties have agreed upon.
- 3. The fee charged by INTERCAM FONDOS for account administration
- 4. Taxes derived from the operations subject of this Agreement, in terms of the tax legislation
- 5. Interest on debts, in terms of clause EIGHTEENTH of this instrument

- 6. The commissions, if any, that INTERCAM FONDOS charges for the following concepts:
  - Failure to comply with the minimum investment balance established in the current PROSPECTS of each INVESTMENT FUND managed or distributed by INTERCAM FONDOS.
  - Failure to comply with the minimum term of permanence indicated in the PROSPECTS of each INVESTMENT FUND managed or distributed by INTERCAM FONDOS.
  - Purchase or sale of shares of THE INVESTMENT FUNDS
  - Deposit and **SECURITIES**. custody service of THE
  - Issuance and/or mailing of account statements.
  - f) Account individualization service.
  - Third party payment service, referenced deposits or any other payment service.
  - Other services provided by INTERCAM FONDOS to THE CUSTOMER and accepted by the parties.

The CUSTOMER accepts that the periodicity and calculation procedure of the above mentioned commissions will be established in the PROSPECTUS of each INVESTMENT FUND, and the amount of the same will be informed on the web page of INTERCAM FONDOS.

The parties agree that the increases or decreases in the commissions that  ${\bf INTERCAM}$   ${\bf FONDOS}$  intends to charge, will be notified to THE CUSTOMER 3 (three) calendar days prior to their entry into force, through a notice attached to the account statement, and/or through the INTERCAM FONDOS web page. In the event that THE CUSTOMER, due to the increases or decreases in the commissions, does not wish to remain in THE INVESTMENT FUND, he/she shall have the right to have does not wish to remain in THE THE CUSTOMER repurchase THE SECURITIES at the valuation price, for which purpose he/she shall have a term of 3 (three) calendar days from the date on which the aforementioned changes were notified. Once this period has elapsed, the increases or decreases will become fully effective. Prior to the termination of the established term, any act or instruction made by **THE CUSTOMER**, shall be considered as an acceptance to the referred increases or decreases, taking full legal effect.

By signing this Agreement, THE CUSTOMER expressly and irrevocably authorizes, empowers and instructs INTERCAM FONDOS, to sell THE SECURITIES sufficient to cover any overdue debt existing in its favor by THE CUSTOMER. Likewise, THE CUSTOMER authorizes INTERCAM FONDOS and/or any entity of Intercam Grupo Financiero, S.A. de C.V., Grupo Intercam, S.A. de C.V., as well as the affiliates and subsidiaries of said legal entities, may charge any debt owed by THE CUSTOMER for any concept, which upon its due date has not been paid by THE CUSTOMER and therefore is due and payable by INTERCAM FONDOS or by the aforementioned legal entities, their affiliates or subsidiaries, up to an amount equal to the amount owed, without the need for any requirement, notice or demand whatsoever, to any account, instrument or Agreement in which there are resources that THE CUSTOMER maintains with INTERCAM FONDOS, or with the aforementioned legal entities, their affiliates or subsidiaries, including, without limitation, investment fund Agreements, stock brokerage Agreements, checking accounts, deposits and/or demand accounts, savings accounts, time deposits, foreign exchange Agreements, credit, derivatives and investment accounts, whatever they may be.

Likewise, in the event that INTERCAM FONDOS mistakenly credits the CUSTOMER's account with the wrong amount of money or an amount that does not correspond to the CUSTOMER, the CUSTOMER undertakes not to dispose of the amount wrongly credited and to immediately return such amount to INTERCAM FONDOS. INTERCAM FONDOS is entitled to debit immediately without liability and without prior notice to the account of THE CUSTOMER, exclusively the amount that is wrongly credited.

EIGHTEENTH .- INTEREST ON DEBTS .- The interest to be paid on the amounts owed by THE CUSTOMER to INTERCAM FONDOS or by INTERCAM FONDOS to THE CUSTOMER for any reason, in connection with the all legal purposes. Therefore, INTERCAM FONDOS is exempt performance of the legal acts that are the subject of this from any liability to THE CUSTOMER for Agreement, shall be one point five fine the subject of this from any liability to THE CUSTOMER for any liabil Agreement, shall be one point five times the 28-day performed by the authorized factor(s).

interbank equilibrium interest rate (TIIE), corresponding to the period in which the amounts are in arrears

NINETEEN.- PREFERENCE ON THE DESTINATION OF RESOURCES AND OF THE DEPOSITED SECURITIES.

The parties recognize that all SECURITIES and resources owned by THE CUSTOMER registered in the account referred to in clause TWELFTH of this Agreement, are understood to be especially and preferably destined to the payment of remunerations, interests, expenses or any other debt in favor of INTERCAM FONDOS due to the stipulations of this Agreement, therefore THE CUSTOMER may not withdraw THE SECURITIES or resources without satisfying

TWENTY.- WITHDRAWAL OF RESOURCES.- The parties agree that the withdrawal of resources requested by THE CUSTOMER shall be credited to the bank account mentioned in the **PROEM** of this Agreement, and **THE CUSTOMER** may authorize the deposit to be made in a different account or the check to be drawn to the order of another person, with the prior written request of THE CUSTOMER to INTERCAM FONDOS being required.

TWENTY-FIRST. TYPE OF ACCOUNT (Exclusively for legal entities). The account opened by INTERCAM FONDOS for THE CUSTOMER on the occasion of the execution of this Agreement is individual. The parties agree that when THE CUSTOMER authorizes several persons manage the account, such management may only be joint or several as agreed in the **PROEM**.

It is understood that the persons authorized to manage the account in the name and on behalf of THE CUSTOMER exercise the rights and fulfill the obligations jointly and severally, when each of the persons can perform them independently. It is understood that the persons authorized to manage the account in the name and on behalf of THE CUSTOMER exercise the rights and fulfill the obligations jointly, when the concurrence of two or more persons is required to exercise the rights or fulfill the obligations.

(Exclusively for individuals). The account opened by INTERCAM FONDOS for THE CUSTOMER on the occasion of the conclusion of this Agreement shall be individual when THE CUSTOMER is a single person. The account will be collective when THE CUSTOMER is two or more persons.

In any case, when the account is of an individual type, its management may only be individual. The parties expressly agree that, in any case, the management of the collective account shall be joint and several. It is understood that THE CUSTOMER exercises its rights and fulfills its obligations in a joint and several manner, when each of the persons may perform them independently, so that any of them may issue instructions to **INTERCAM FONDOS** with respect to the operations of the account, and shall have the right to withdraw all or part of THE SECURITIES, as well as the cash in the account.

In the event that the holder or any co-holders modify the instruction or cancel it before it is fully or partially concluded, INTERCAM FONDOS will necessarily comply with the last communication it receives to that effect. In the event that INTERCAM FONDOS receives more than one instruction and these are contradictory or confusing, INTERCAM FONDOS will request clarification or ratification of the instruction, which in this case must be sent to INTERCAM FONDOS in writing signed by all the holders/co-holders.

TWENTY-SECOND.- (Exclusive for legal entities) INSTRUMENT CONSTITUTING THE POWERS OF THE CUSTOMER'S REPRESENTATIVE. In the event of a change of its representative(s), THE CUSTOMER undertakes to notify INTERCAM FONDOS in writing, exhibiting copies of the public instruments containing the corresponding powers of

In the event of a change of representative(s), the CUSTOMER undertakes to notify INTERCAM FONDOS in writing, attaching the corresponding documentation. In the event that CUSTOMER fails to make the change representative(s), the CUSTOMER shall exempt INTERCAM FONDOS from any liability for the acts or deeds performed by him/her.

TWENTY-THIRD.- (Exclusive for legal entities)
AUTHORIZATION TO FACTORS OF THE
CUSTOMER.- The CUSTOMER expressly grants to the persons whose names are included in the PROEM of this Agreement, the authorization referred to in article 310 of the Code of Commerce. Such persons authorized to manage the



In the event of a change of factor(s), the CUSTOMER undertakes to notify INTERCAM FONDOS in writing, attaching the corresponding documentation. In the event that the CUSTOMER omits to make the change of factor(s), the CUSTOMER shall exempt INTERCAM FONDOS from any liability for the acts or deeds performed by him/her.

It is agreed that the factor(s) and/or authorized person(s) and/or representative(s) of THE CUSTOMER (referred to in the Twenty-second clause of this Agreement), may not designate beneficiaries or appoint persons to replace them, these powers being exclusive to THE CUSTOMER

TWENTY-FOURTH.SURVEILLANCE OF THE CUSTOMER BY THE
NATIONAL BANKING AND SECURITIES AND
EXCHANGE COMMISSION.- THE CUSTOMER
grants its consent for the CNBV to investigate acts or facts that contravene the provisions of the LFI or the **LMV**, for which purpose the aforementioned Commission may make inspection visits to the CUSTOMER regarding such acts or facts, as well as summon the CUSTOMER, request information that may contribute to the proper development of the investigation and take its statement in connection with such acts or facts.

TWENTY-FIFTH.- RECORDING OF CUSTOMER authorizes INTERCAM FONDOS to record, at its discretion, the content of the conversations or instructions given by the CUSTOMER, waiving any legal action. INTERCAM FONDOS is not responsible in the event that any telephone conversation is not recorded, or for the loss or destruction of the tapes or electronic media on which the recordings are recorded.

TWENTY-SIXTH.- (Exclusively for individuals). DESIGNATION OF BENEFICIARIES.- THE CUSTOMER natural person designates as beneficiary(ies) of the account of this Agreement the person(s) mentioned in the PROEM of the same, who will have the right to receive, when he/she (they) reliably proves to INTERCAM FONDOS the death of THE CUSTOMER, the corresponding amount in the proportion stipulated for each one of them.

If applicable, the beneficiary will have the right to choose the delivery of certain securities registered in the account or the amount of their sale.

If there are no beneficiaries, the amount shall be delivered in accordance with the terms set forth in the common legislation.

If there are several designated beneficiaries, INTERCAM FONDOS will deliver to them the proportional part determined by THE CUSTOMER and if the proportion that corresponds to each of them has not been established, it will deliver to them in equal parts the balance to which they are entitled in accordance with the provisions of this Clause.

THE CUSTOMER reserves at all times the right to designate or change beneficiaries of the account subject of this Agreement. When the CUSTOMER wishes to revoke those already designated or substitute them, he/she must express it clearly and in case of doubt, it will be interpreted that all those designated have such character. This right for no reason can be exercised by the representatives of **THE CUSTOMER**, even when they have the character of legal representatives.

In any case, INTERCAM FONDOS will calculate the balances of the account according to the market prices for THE SECURITIES, and at no time will assume any responsibility before the beneficiaries or before the legitimate or testamentary successors of THE CUSTOMER for the depreciation that THE SECURITIES may suffer between the date of death of THE CUSTOMER and the date on which the beneficiaries and, if applicable, the legitimate or testamentary successors of **THE CUSTOMER** request the delivery of the balances reported by the account.

In Agreements with two or more owners, the designation of the beneficiaries must be made jointly by all the owners. In this case, the right of the beneficiaries shall arise until all the owners have died. Modifications in relation to the designation of beneficiaries and, if applicable, to the established percentages, may only be made by means of a communication signed by all the co-owners of the Agreement.

In the event that any of the beneficiaries does not accept the share corresponding to him/her, he/she

must state so in writing, or if he/she has died prior to the owner, the share corresponding to him/her will be distributed among the other beneficiaries pro rata according to the percentage corresponding to each one.

TWENTY-SEVENTH.- COMPLAINT PROCEDURE BEFORE THE CONDUSEF.- Pursuant to the provisions of Title Five "On Conciliation and Arbitration Procedures" of the Law for the Protection and Defense of Users of Financial Services, the parties agree to submit to the conciliation procedure in the form of a claim before the National Commission for the Protection and Defense of Users of Financial Services, which has its main offices at Insurgentes Sur number 762, colonia Del Valle, alcaldía Benito Juárez, C.P. 03100, Mexico City, or at any of its Delegations before exercising the appropriate procedural actions before the competent courts.

TWENTY-EIGHTH.FONDOS will allow THE CUSTOMER, through the account statement and/or on its website, on behalf of THE INVESTMENT FUNDS, to have timely information regarding the percentage of its shareholding per INVESTMENT FUND, so that THE CUSTOMER is in a position to comply with the provisions of the respective PROSPECTS, in accordance with the provisions of Article 14 of the LFI.

the securities that he/she may have from one deemed as an acceptance of the same, taking full legal INVESTMENT FUND to another, which will be managed or effect. distributed by INTERCAM FONDOS, if he/she does not

AGREEMENT .- The duration of this Agreement is indefinite, and either party may terminate it with a simple notice to the other party 30 (thirty) calendar days in

INTERCAM FONDOS may request at any time, without any liability whatsoever, the termination of this Agreement by giving prior written notice through any means of contact authorized by **THE CUSTOMER**, which may be through the account statement, e-mail, to **THE CUSTOMER's** address or through the means of communication agreed with THE CUSTOMER, which shall be fully effective.

THE CUSTOMER authorizes INTERCAM FONDOS to terminate the Agreement if the CUSTOMER does not maintain the investment amounts that INTERCAM FONDOS establishes as internal policy. In this case, THE **CUSTOMER** authorizes **INTERCAM FONDOS** to transfer the corresponding resources, which he/she may have in his/her position, to a concentrator account.

Likewise, INTERCAM FONDOS shall have the right to terminate this Agreement in the event that THE CUSTOMER has no movements in its account for a period of 6 (six) months and the balance of the account is at zero pesos 00/100 national currency, notifying THE CUSTOMER 30 (thirty) calendar days prior to the date on which it intends to terminate this Agreement, by means of a message sent to the e-mail address the CUSTOMER has registered with INTERCAM FONDOS.

THIRTY-ONE.-**ANTI-CORRUPTION.-**CUSTOMER agrees to comply with the anti-corruption policy of INTERCAM FONDOS (hereinafter, the "Anti-Corruption Policy"), which is known and available on the

https://www.intercam.com.mx/wpcontent/uploads/2023/06/Politica-Anticorrupci-o%CC%81n Versio%CC%81n-Pu%CC%81blica.pdf

THE CUSTOMER is strictly forbidden to request, receive, promise, offer, pay, directly or indirectly deliver money, gifts, presents, gifts and/or gratuities of any kind to any employee of INTERCAM FONDOS to try to get any advantage or influence decisions and/or obtain benefits or any undue profit, or with the intention that **INTERCAM FONDOS** and/or its employees refrain from complying with their obligations, derived from the execution of this Agreement or in any other Agreementing and/or process in which they participate with INTERCAM FONDOS, or with any of the financial entities comprising Intercam Grupo Financiero, S.A. de C.V.

THIRTY-SECOND.- TERMINATION.- The breach by THE CUSTOMER of any of the terms of this Agreement shall entitle INTERCAM FONDOS to its immediate termination, regardless of the damages that INTERCAM FONDOS may claim; for this purpose, it shall be sufficithat the breach is verified and that INTERCAM FONDOS notifies THE CUSTOMER, in terms of the provisions of this Agreement.

THIRTY-THIRD.- ADDRESSES OF THE PARTIES.-INTERCAM FONDOS states its address as Paseo de las Palmas 1005, Piso 1, Lomas de Chapultepec, Miguel Hidalgo, Mexico City, C.P. 11000 and **THE CUSTOMER**, the address indicated in the PROEM of this Agreement.

In the event that either party changes its domicile, it undertakes to inform the other party in writing within 15 (fifteen) calendar days prior to such change.

THIRTY-FOURTH.

NOTIFICATION OF AMENDMENTS TO THIS AGREEMENT. - The parties agree, based on Article 202 of the LMV, of supplementary application to the LFI in the terms of Article 3 of the latter legal ordinance, that in the event of modifications or additions to this agreement of wills and its annexes, INTERCAM FONDOS shall send to THE CUSTOMER the respective modifications, through any of the means of communication referred to in clause THIRTEENTH of this instrument, whose terms may be objected within 20 (twenty) business days following the date of receipt. In the event that **THE CUSTOMER** does not object to the respective modification or addition within the aforementioned term, the modification or addition shall be deemed accepted and shall have full legal effect, even without the signature of **THE CUSTOMER**.

TWENTY-NINTH.- TRANSFER OF SECURITIES.- THE paragraph, any act or instruction made by THE CUSTOMER CUSTOMER authorizes INTERCAM FONDOS to transfer in accordance with the terms of the amendments, shall be

distributed by INTERCAM FONDUS, it nesse does not maintain the minimum investment amounts established in the PROSPECTS.

THIRTY-FIFTH.- HEADINGS.- The headings of the clauses and definitions in this Agreement are included for convenience in their handling but shall not affect the interpretation of the same in accordance with the law.

THIRTY-SIXTH.- JURISDICTION.- For the interpretation, compliance and execution of this Agreement, the parties expressly submit to the courts of Mexico City, waiving any other jurisdiction, venue or competence that may correspond to them by reason of domicile or for any other reason.

THIRTY-SEVENTH.- STOCK EXCHANGE SECRECY-INTERCAM FONDOS may in no case give news or information of the operations or services related to this Agreement, except to THE CUSTOMER or beneficiary of the shares representing the capital stock of the investment fund in question, to their legal representatives or to those who have been granted power of attorney to dispose of said shares, except when requested by the judicial authority by virtue of an order issued in court, directly to INTERCAM FONDOS or through the National Banking and Securities Commission, in which the holder, principal, commission agent, principal or agent is a party or defendant.

Likewise, INTERCAM FONDOS is exempted from the prohibition set forth in the preceding paragraph in those cases in which the information is requested by the Authorities established in the third paragraph of Article 55 (fifty-five) of the Investment Funds Law through the National Banking and Securities Commission.

Notwithstanding the foregoing, THE CUSTOMER authorizes INTERCAM FONDOS to request and, if applicable, provide information related to its net worth statement and credit operations to the various financial institutions 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 CUSTOMER authorizes INTERCAM FONDOS to share with the companies referred to in clause THIRTY-NINTH of this Agreement its documentation, financial, personal and patrimonial information. Consequently, THE CUSTOMER accepts that INTERCAM FONDOS, by sharing such information and documentation, at the provided testing in the content of the co no time violates financial secrecy.

THIRTY- EIGHTH.- <u>ASSIGNMENT</u>.- THE CUSTOMER may not assign, transfer, encumber, alienate or otherwise dispose of its rights or obligations under this Agreement or the other documents related thereto, and must refrain from authorizing any merger, consolidation, spin-off, liquidation, reorganization dissolution without the prior written authorization of INTERCAM FONDOS.

The foregoing with the understanding that INTERCAM FONDOS is authorized to assign or in any other way negotiate for valuable consideration or free of charge, the rights inherent to this Agreement, including but not limited to any of the entities that make up Intercam Grupo Financiero S.A. de C.V., or those resulting from any merger, spin-off, reorganization or consolidation in which **INTERCAM** FONDOS is involved. Such assignments do not and shall not constitute any novation of this Agreement.

THIRTY-NINTH - PROTECTION OF PERSONAL DATA. In compliance with the provisions of the Federal Law for the Protection of Personal Data in Possession of Individuals



and its Regulations, INTERCAM FONDOS informs the CUSTOMER and the CUSTOMER accepts and acknowledges that all personal data collected by INTERCAM FONDOS in person or remotely by virtue of the execution of this Agreement, will be protected and processed in terms of the Privacy Notice, which is available to the CUSTOMER on the website <a href="https://www.intercam.com.mx">https://www.intercam.com.mx</a>, which is part of this Agreement.

THE CUSTOMER authorizes INTERCAM FONDOS to provide the information it deems relevant to service providers: (i) operational; (ii) printing of account statements; or (iii) any other service that is necessary for INTERCAM FONDOS to comply with its obligations under this Agreement. Likewise, THE CUSTOMER authorizes INTERCAM FONDOS to disclose its information and documentation to the corresponding authorities, in accordance with the applicable legislation.

THE CUSTOMER hereby accepts and acknowledges that he/she has read and accepted the contents of the Privacy Notice that has been made available to him/her, which INTERCAM FONDOS reserves the right to modify from time to time.

THE CUSTOMER accepts that updates to the Privacy Notice referred to in the preceding paragraph may be consulted through the web portal http://www.intercam.com.mx and in our branches. Likewise, the CUSTOMER 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 CUSTOMER grants consent to INTERCAM FONDOS 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 Banco, S.A., Institución de Banca Múltiple, Intercam Grupo Financiero), Intercam Banco Internacional, Inc. a subsidiary of Intercam Banco, S.A., Institución de Banca Múltiple, Intercam Grupo Financiero, Fundación Intercambiando México, A.C., Intercam Agente de Seguros y de Fianzas, S.A. de C.V., Intercam Securities, Inc., Intercam Advisors, Inc, the data and documents related to your personal, financial or patrimonial information contained in the file that INTERCAM FONDOS has integrated derived from the financial services that THE CUSTOMER has Agreemented with INTERCAM FONDOS, with the purpose of facilitating the commercial relationship that THE CUSTOMER intends to establish with the companies indicated in this clause, as well as for fiscal, 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 CUSTOMER** may request the exercise of their rights of access, rectification, cancellation, opposition or revocation of consent for the processing of their personal data, by means of 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 FONDOS** makes available to you the telephone numbers 800-800-3334 or 55-55-33-33-34 to extension 4001 or email privacidad@intercam.com.mx for more information, clarify answers to your request, submit complaints, questions or make recommendations.

FOURTEENTH.- TOTAL AGREEMENT.- The Agreementing parties declare that they are duly informed of each and every one of the clauses, rights and obligations contained in this Agreement, expressing their express conformity with the same.

The parties have read this Agreement and are aware of its contents and legal scope, and have signed it for the record on the date hereof, in duplicate at the foot of the page in the spaces indicated for such purpose, one copy remaining in the possession of each of them.

Mexico City, on the [\*\*] day of [\*\*], 202[\*]

THE CUSTOMER

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**INTERCAM FONDOS** 

INTERCAM FONDOS, S.A. DE C.V., SOCIEDAD OPERADORA DE FONDOS DE INVERSIÓN, INTERCAM GRUPO FINANCIERO

This translation is for informational purposes only, so be aware that it will not have any legal value. In case of any conflicts between the English language version and Spanish language version, the Spanish language version shall control.