



CONDUSEF registration number: 1623-437-008334/21-01497-0421

**MULTIPLE BANKING SERVICES AND PRODUCTS AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") ENTERED INTO BY INTERCAM BANCO, S.A., INSTITUCION DE BANCA MULTIPLE, INTERCAM GRUPO FINANCIERO, HEREINAFTER REFERRED TO AS "INTERCAM BANCO" AND, ON THE OTHER HAND, BY THE PERSON(S) WHOSE NAME(S) APPEAR(S) IN THE DOCUMENT ENTITLED "APPLICATION-AGREEMENT" OF THIS AGREEMENT (THE "APPLICATION-AGREEMENT"), HEREINAFTER REFERRED TO AS "CLIENT", IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES:**

**DECLARATIONS:**

The "CLIENT" declares in its own right or through its representatives and under oath that:

- a) It is an individual or legal entity with sufficient capacity to bind itself under the terms of this Agreement.
- b) Wishes to enter into this Agreement with "INTERCAM BANCO" in order to receive one or more of the different services covered by this Agreement as indicated on the general cover page of this Agreement.
- c) In case of being a legal entity, individual under legal age or for any reason appearing through legal representatives, these have sufficient powers to appear in their name and representation to sign this Agreement, which to date have not been modified, restricted, limited or revoked in any way.
- d) The resources are of lawful origin, likewise it is aware 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 REGULATIONS OF THE AGREEMENT**

**FIRST.** This Multiple Banking Services and Products Agreement shall govern all the accounts, operations and/or banking services indicated in the clauses of this Agreement, its appendixes and respective cover pages (hereinafter the "Cover Page" or the "Cover Pages") which terms are an integral part of this instrument, as well as the accounts, operations and/or banking services requested by the "CLIENT" to "INTERCAM BANCO" in the future, in the manner indicated by "INTERCAM BANCO" for such purposes.

The Agreement contains the following products or services:

1. Bank deposits of money on demand in local currency and in foreign currency, and the opening of accounts (Pages 1-4)
2. Provisions applicable to Checking Account Deposits (Page 5)
3. Provisions applicable to Current Account Deposits (Page 5)
4. Provisions applicable to Debit Cards (Pages 5-8)
5. Bank Time Deposits, Deposits Withdrawable on Notice and Deposits Withdrawable on Preset Days (Pages 8-9)
6. Promissory notes with yields payable at maturity (Page 9)
7. Provisions applicable to interest-bearing demand deposits, time deposits, deposits withdrawable on notice, deposits withdrawable on specified days and promissory notes with yields payable at maturity (Pages 9-10)
- 8 Bank Deposits of securities in administration (Page 11)
9. Provisions applicable to Electronic Banking (Pages 11-19)
10. Voice-to-voice telephone banking services (Page 14)
11. Card Control Service (Pages 14-15)
12. Repos of bank and government securities (Pages 19-20)
13. The mercantile commission (Pages 20-21)
14. Of the celebration of operations of Purchase and Sale of shares of Investment Funds (Pages 21-25)
15. On the conclusion of operations of Purchase and Sale of foreign currencies and precious metals (Pages 25-27)
16. On the execution of foreign currency purchase and sale operations "Specialized FX Service" (Pages 27-29)
17. Liquidity Credit (Pages 29-31)

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

**THIRD.** The "CLIENT" shall provide "INTERCAM BANCO" with all documents and information required by "INTERCAM BANCO" in connection with any product, transaction, account and/or service he/she wishes to contract or has 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 with the provisions of this Clause by the "CLIENT".



## CHAPTER I ON DEMAND DEPOSITS OF MONEY IN LOCAL CURRENCY AND IN FOREIGN CURRENCY, AND THE OPENING OF ACCOUNTS

**FIRST.** "INTERCAM BANCO" agrees to receive from the "CLIENT" in its branches, money deposits in Pesos (legal tender in Mexico), in Dollars (currency of legal tender in the United States of America) in Euros (currency of the European Monetary Union) and in any other Currency that "INTERCAM BANCO" may make available to the "CLIENT" (hereinafter referred to as Deposits) to be credited to the checking account(s) (hereinafter "CHECK ACCOUNT(S)") and to the current account(s) (hereinafter "CURRENT ACCOUNT(S)") that "INTERCAM BANCO" will open for the "CLIENT" in accordance with this Agreement. For the purposes of this Agreement and as the context may require, the "CHECK ACCOUNT(S)" and the "CURRENT ACCOUNT(S)" will be referred to as "ACCOUNT" or "ACCOUNTS".

"Currency" shall be understood as Dollar, Euro or any other currency different from the Peso freely transferable and immediately convertible into Dollars.

"INTERCAM BANCO" will open "CHECK ACCOUNTS" and/or "CURRENT ACCOUNTS" denominated in Dollars, provided that they are:

- a) Individuals with address in towns located in the states of Baja California and Baja California Sur, within a twenty kilometer strip parallel to the international dividing line of the north of the country.
- b) Legal entities domiciled in Mexican territory, and
- c) Be an official representation of a foreign government, international organization or similar institutions; in any case, the CLIENT must be accredited in Mexico before the corresponding authorities.

The BANK 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 said assumptions.

**FIRST BIS.** "INTERCAM BANCO" offers the "CLIENT" different types of "ACCOUNTS" classified by levels according to the requirements of their opening, identification file and monetary limits of operation that they must have, in accordance with the applicable provisions, which are classified as follows:

Level 2 Account. The sum of the payments in the course of a calendar month may not exceed the equivalent in local currency of 3,000 (three thousand) UDIS. Additional monthly deposits to the established limit may be received up to the equivalent in local currency of 6,000 (six thousand) UDIS, provided that the origin of the funds comes exclusively from subsidies related to government programs to support certain sectors of the population.

The opening of a level 2 "ACCOUNT" may be done remotely, when the "CLIENT" expresses its consent through the electronic means that "INTERCAM BANCO" makes available, for which purpose, the "CLIENT" must provide "INTERCAM BANCO" with sufficient information, so that "INTERCAM BANCO" may corroborate the data provided in accordance with the applicable provisions; in case "INTERCAM BANCO" cannot validate the information provided by the "CLIENT", "INTERCAM BANCO" may reject the opening of the "ACCOUNT" level 2.

COUNT LEVEL 4. The payment of funds shall have no limit, unless "INTERCAM BANCO" agrees to any limit with the "CLIENT" at the time of contracting.

To make the calculation in UDIS of the monetary limits of operation indicated in this clause, "INTERCAM BANCO" shall take the value of such unit of account on the last day of the calendar month prior to the month in question. In order to determine the maximum amount of credits to level 2 accounts in the course of a calendar month, "INTERCAM BANCO" may not include the amounts related to interest, refunds for electronic fund transfers and any other bonus that "INTERCAM BANCO" makes for the use or management of the "ACCOUNT" that, if applicable, are made in the period in question.

The limits of the "ACCOUNTS", file data or conditions of the level accounts are subject to the provisions issued by the corresponding authorities, so any change will be notified by "INTERCAM BANCO" by any of the means of this Agreement. The type of account level, as well as its limits, will be indicated to the "CLIENT" in the Application-Agreement at the moment of its contracting.

Level 2 "ACCOUNTS" may only be contracted by individuals. If the "CLIENT" decides to change the account level to suit his/her interests, he/she must cancel the level 2 "ACCOUNT" generated under this instrument and instead open a level 4 "ACCOUNT" in his/her name, through any branch of "INTERCAM BANCO" or remotely, for which he/she must provide the necessary information to complete his/her identification file and in compliance with the applicable legislation, sign the corresponding Agreement, keeping the same Account number that was assigned to him/her by virtue of the signature of this instrument.

In the event that the CLIENT opens an "ACCOUNT" level 4 remotely, that is to say, not in person through electronic means, the parties agree that the sum of the payments in the course of a calendar month may not exceed the equivalent in local currency of 30,000 (thirty thousand) UDIs.

**SECOND.** The Deposits received by "INTERCAM BANCO" shall be refundable on demand (except when otherwise expressly stated in this Agreement), in the same currency, in accordance with the terms set forth in this Agreement. All deposits made by the "CLIENT" or any third party for payment in any of the "ACCOUNTS", may be made in Pesos or, if applicable, in Foreign Currency, as applicable to each "ACCOUNT", in the printed forms or vouchers that "INTERCAM BANCO" provides to the "CLIENT" for such purpose or in accordance with the procedures to access automated and/or electronic systems or via telephone that are authorized by "INTERCAM BANCO".

**THIRD.** To each "ACCOUNT" opened to the "CLIENT", "INTERCAM BANCO" will assign a unique number and a standardized bank code (CLABE) which are indicated in the "Application-Agreement" and in each Application for products contracted by the "CLIENT", or will be notified subsequently to the "CLIENT" in the account statement made available for such purpose in terms of the ninth clause of Chapter XII of this Agreement. The balance in favor of the "CLIENT" that is deposited in the "ACCOUNTS" will be available at sight at the teller windows of the branches of "INTERCAM BANCO"



and, provided that the type of account selected in terms of the corresponding "Cover Sheet" of this document contemplates that possibility, it may also be available through the issuance of checks and, if the "CLIENT" is an individual and the "ACCOUNTS" in question are under the individual or collective regime without special restrictions to dispose of the funds, through debit cards, in which case the "CLIENT" shall be subject to the provisions of the Clauses indicated below. The debit cards that "INTERCAM BANCO" delivers to the "CLIENT" and to the persons indicated by him/her (additional cardholders) shall be subject to the provisions of the debit card section of this Agreement, so that the use of the same through ATMs or any other means shall be considered as full acceptance of the terms set forth therein and of the risk involved in its use.

**FOURTH.** THE "CLIENT", the persons authorized by him or any third party may freely make Deposits in the "ACCOUNTS", either in cash or by means of negotiable instruments or other documents 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 "subject to collection" and their amount will be credited once they are collected by "INTERCAM BANCO", in 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 thereof shall be charged to the respective "ACCOUNT" immediately.

Such Deposits may be made

- a) Directly at the teller windows 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 by "INTERCAM BANCO".

In the case of "ACCOUNTS" denominated in Foreign Currency, the Deposits may be made by means of:

- a) Electronic transfers of bank deposit funds denominated and payable in the Currency in question, as applicable;
- b) Delivery of demand documents denominated in Foreign Currency and payable abroad; and
- c) Delivery of the corresponding Currency, as authorized by "INTERCAM BANCO" in accordance with the applicable provisions.

"INTERCAM BANCO" may at any time modify, add, limit or restrict the manner in which Foreign Currency Deposits may be constituted or increased.

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 rendering of the services referred to in this section, which are carried out pursuant to 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 with the deposit slips or receipts issued by "INTERCAM BANCO", which shall meet the requirements established by "INTERCAM BANCO", according to the means used to make the Deposit in question.

The minimum amounts of opening and maintenance of the minimum average monthly balance shall be governed in accordance with the provisions of the second clause of Chapter XII of this Agreement.

**FIFTH.** The "CLIENT" may partially or totally dispose of the favorable balance in the respective "ACCOUNTS", provided that the type of "ACCOUNT" contracted by the "CLIENT" contemplates such possibility, through the following ways:

- a) Through the issuance of checks using the formats provided by "INTERCAM BANCO" for such purpose;
- b) By means of transfer orders to different accounts, either its own or of third parties;
- c) Through the use of debit cards, in the event that the "CLIENT" is an individual and the account regime is individual or joint and several without special restriction to dispose of the funds of the "ACCOUNTS"; through:
  - c.1) the automatic teller machines of "INTERCAM BANCO";
  - c.2) payment of goods and services in affiliated businesses;
  - c.3) establishments that provide cash withdrawal services; and
  - c.4) withdrawal at the teller windows of any branch of "INTERCAM BANCO".
- d) Through or by means of any electronic or automated equipment or system authorized by "INTERCAM BANCO".
- e) Through Electronic Banking, in terms of the provisions of Chapter VI of this Agreement.
- f) Through fund transfers;
- g) Through the service known as direct debit, by means of recurring charges to the "ACCOUNTS" of the "CLIENT", related to the payment of goods, services or credits.
- h) Through any other means that may be established in the future and previously agreed upon by the parties.

In the case of "ACCOUNTS" denominated in Foreign Currency, the "CLIENT" may make withdrawals of Foreign Currency against the available balance of the "ACCOUNT" in question, by any of the following means:

- a) Electronic fund transfers denominated and payable in Foreign Currency;
- b) Delivery of demand documents denominated in foreign currency and payable abroad;
- c) Through the issuance of checks in case the account allows it;



- d) Delivery of the respective Currency, which shall at all times be conditioned to the availability of bills and metallic coins of the corresponding Currency, by the branch of "INTERCAM BANCO" in which the Client or the Beneficiary intends to make the withdrawal in question;
- e) If applicable, through the use of debit cards.

The payment of the checks will be made, at the option of the respective beneficiary, by any of the forms provided in paragraphs a), b) and d) above.

"INTERCAM BANCO" may determine other ways to make withdrawals of Foreign Currency; likewise, the "CLIENT" acknowledges and accepts that "INTERCAM BANCO" shall be empowered to establish, at any time, the maximum amount of Foreign Currency that may be withdrawn from the corresponding "ACCOUNT", depending on the way in which such withdrawal is made. "INTERCAM BANCO" is obliged to pay the funds credited to the account by delivering to the "CLIENT" the same Currency deposited by him/her.

The "CLIENT" shall at all times be entitled to cancel the authorizations made for the direct debit of its payments, for which purpose it shall request such cancellation in written form by signing the cancellation form that "INTERCAM BANCO" shall keep available for such purposes and delivering it to the latter at any of the branches of "INTERCAM BANCO". The foregoing in the understanding that such cancellation shall be made within 3 (three) business days from the date on which "INTERCAM BANCO" receives such 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.

**SIXTH.** The "CLIENT" authorizes "INTERCAM BANCO" from this moment on, releasing it from any liability it may incur, so that the latter may charge the "ACCOUNTS" of the "CLIENT", without prior notice:

- a) The amount of the checks endorsed in its favor that it had received for credit in account, when these are not paid by those obligated to do so;
- b) Any debt recorded in the records of "INTERCAM BANCO" in charge of the "CLIENT", which term is overdue in accordance with the agreement or document from which the payment obligation derives, whether as borrower, endorser, assignor, subscriber of promissory note, guarantor, or joint and several obligor, or any other character, up to the total balance of the overdue debt.

In the event that by any error, "INTERCAM BANCO" credits in any of the "ACCOUNTS" an amount of money that is wrong or does not correspond to the "CLIENT", the "CLIENT" agrees not to dispose of such amount wrongly credited and to return such amount immediately to "INTERCAM BANCO". "INTERCAM BANCO" is authorized to charge immediately without liability and without prior notice to the "ACCOUNT", exclusively the amount paid in error.

**SEVENTH.** Under the terms and conditions that based on amounts, minimum average balances, types of account or other circumstances determined by "INTERCAM BANCO" for each type of account or bank deposit of money on demand, deposits may or may not generate interest. The terms and conditions under which "INTERCAM BANCO" will be able to offer the payment of interest, 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. The parties may agree in writing other ways in which interest may be calculated.

**EIGHTH.** At the request of the "CLIENT", "INTERCAM BANCO" may transfer funds from one "ACCOUNT" to another opened in another credit institution, denominated in Pesos or Dollars, through the Interbank Electronic Payments System ("SPEI") or the Interbank Payments System in Dollars ("SPID"), as the case may be, 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 the funds through the payment systems authorized and operated by Bank of Mexico, 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 moment in which, if applicable, it transmits to the receiving credit institution the corresponding funds, likewise it shall not be liable in the event that such funds are not accepted by the receiving credit institution for any reason, 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 empowered by the "CLIENT" to exchange information with Bank of Mexico and the receiving credit institutions, intermediaries or correspondents, in order to carry out the transfer of funds.

**NINTH.** The "CLIENT" authorizes the persons whose names and signatures are shown separately in the printed signature registration form corresponding to this Agreement, to dispose of the funds deposited in the "ACCOUNTS", to draw checks against the "CHECK ACCOUNT(S)" and 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 (two roman) of the General Law of Credit Instruments and Operations that regulates the granting of the general power of attorney.

Any modification of authorized persons to dispose of the resources of the "ACCOUNTS" shall take effect on the second banking business day after the date they notify "INTERCAM BANCO", in the aforementioned printed format, which must be signed by the "CLIENT" and the new authorized persons. The most recent document complements or supersedes the previous ones, as the case may be, and shall form an integral part of this Agreement.

**TENTH.** Each "ACCOUNT" will have a monthly cutoff 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) shall serve as the "main" account for all other operations carried out under this Agreement. The term "main account" shall be understood as the account that is the origin of the funds invested under this Agreement in each transaction or the account in which the respective debits and credits are made for any of the transactions or services offered by "INTERCAM BANCO".

**ELEVENTH.** If the "ACCOUNTS" are opened in the name of two or more persons as holders and provided that the regime of the "ACCOUNTS" is joint and several, "INTERCAM BANCO" may return the balance deposited in such "ACCOUNTS" to any of them, except in the event that the joint and several regime has been chosen as indicated in the document called "Application-Agreement", which is an integral part of this Agreement, or in a separate document, in which case it will be delivered to all the holders.

#### PROVISIONS APPLICABLE TO DEPOSITS IN CHECKING ACCOUNTS

**TWELVE.** The "CLIENT" may dispose at any time of the funds that he/she has in any of his/her "CHECKING ACCOUNT(S)", by means of checks. "INTERCAM BANCO" will deliver at the request of the "CLIENT" one or more checkbooks with special templates through which the "CLIENT" will be able to draw checks. The "CLIENT" will not be able to use check forms or outlines different from those provided by "INTERCAM BANCO", except in those cases in which within the applicable banking guidelines and regulations, "INTERCAM BANCO" authorizes the use of special forms or outlines upon request of the "CLIENT".

In the case of "ACCOUNTS" denominated in Dollars or Euros, as long as the product allows it, the skeletons of the checks must contain on the front the following legend: "This title will be paid precisely in (name of the foreign currency and country where it is legal tender)". Checks drawn by "CLIENTS" who are individuals, may only be paid at the branches of "INTERCAM BANCO" located in towns located in the states of Baja California and Baja California Sur, within a twenty kilometer strip parallel to the international dividing line of the north of the country.

**THIRTEENTH.** It is under the absolute responsibility of the "CLIENT" the safekeeping, custody and use of the check books provided by "INTERCAM BANCO" under this section, so that upon signing this Agreement the "CLIENT" exempts "INTERCAM BANCO" from any liability that may arise from the use or payment of any check in which the amount for which it appears drawn is altered, the text in the content is modified, erased or scratched, or the signature of the "CLIENT" in his capacity as drawer has been forged, if he did not notify "INTERCAM BANCO" previously and in written form of the theft or loss of the checkbook or check in question. As long as "INTERCAM BANCO" does not receive such notification, the "CLIENT" shall be unlimitedly liable for the use and dispositions made by third parties when using such checkbook or check, and the "CLIENT" may only object to the payment made by "INTERCAM BANCO", if the alteration or forgery is notorious.

The alteration of the amount for which the check was issued, or the forgery of the signature of the issuing "CLIENT", cannot be invoked by the latter to object to the payment made by "INTERCAM BANCO", if the issuing "CLIENT" has given rise to it by his fault or by that of his factors, representatives or dependents.

When the check is drawn on one of the skeletons provided by "INTERCAM BANCO" to the "CLIENT", the latter may only object to the payment if the alteration or forgery was ostensibly notorious, or if, having lost the skeleton or the check book, he/she had given timely notice of the loss to "INTERCAM BANCO".

**FOURTEENTH.** The "CLIENT" shall return to "INTERCAM BANCO" the check forms or skeletons not used, when for any reason the respective "CHECK ACCOUNT(S)" is cancelled, and shall remain liable for the misuse of the mentioned check forms or skeletons in case of failure to do so.

#### PROVISIONS APPLICABLE TO DEPOSITS IN CHECKING ACCOUNTS

**FIFTEENTH.** The "CLIENT" may dispose at any time of the funds held in any of its current accounts through the windows of the branches of "INTERCAM BANCO" and, provided that the "CLIENT" is an individual and the regime of the accounts is individual or joint and several without any restriction to dispose of the funds in the accounts, the funds of such accounts may also be available through the use of automated or electronic equipment and systems that "INTERCAM BANCO" makes available to the "CLIENT" and through debit cards or other similar types of cards that are issued to him by "INTERCAM BANCO" and, if applicable, to the individuals that the "CLIENT" indicates (cardholders or additional authorized users).

All the provisions of this Chapter I (one Roman numeral) of the Agreement shall be applicable to checking accounts, except for the provisions relating to withdrawals through the writing of checks, as well as those relating to other provisions that oppose the management and operation of this type of accounts.

#### PROVISIONS APPLICABLE TO DEBIT CARDS

**SIXTEENTH.** The available funds deposited in the "ACCOUNTS" may be used through debit cards (hereinafter "CARD" in singular or "CARDS" in plural) issued by "INTERCAM BANCO" and delivered to the "CLIENT" and to the individuals indicated by the "CLIENT". For such purposes, "INTERCAM BANCO" makes available to the "CLIENT" the "CARDS" which will be associated to the "ACCOUNTS" stated in the "Cover Page" of this Agreement or its "Appendixes" (hereinafter "ASSOCIATED ACCOUNTS"), with which the "CLIENT" and the persons indicated below will have access to the funds available at sight of the "ASSOCIATED ACCOUNTS" through various electronic devices, including the ATM system of "INTERCAM BANCO" and the ATM systems to which "INTERCAM BANCO" is incorporated or will be incorporated in the future, either directly or indirectly (hereinafter "THE ATMs").

**SEVENTEENTH.** The "CLIENT" as holder of the "ASSOCIATED ACCOUNTS" may designate in this Agreement, or by means of duly completed and signed applications to be added as "APPENDIXES" to this Agreement to form an integral part thereof, other individuals of legal age (hereinafter



"ADDITIONAL CARDHOLDERS") in order to receive additional "CARDS" related to the same "ASSOCIATED ACCOUNTS", who in this act and by the simple fact of their designation shall be authorized and empowered to carry out any of the transactions referred to in the preceding Clause and the following Clause of this Agreement charged to the "ASSOCIATED ACCOUNTS". The foregoing in terms of Articles 57 (fifty seven) of the Law of Credit Institutions, which allows such authorization and 9 (nine) Section II (two roman) of the General Law of Credit Instruments and Operations that regulates the granting of the general exchange power. "INTERCAM BANCO" reserves the right to limit and even completely restrict the issuance of additional "CARDS" requested by the "CLIENT".

The "CLIENT" will be the only responsible in case the "ADDITIONAL CARDHOLDERS" he/she designates are minors or incapable.

The "CLIENT" and "THE ADDITIONAL CARDHOLDERS" may carry out any of the operations mentioned in this section of the Agreement, using the "CARDS" issued by "INTERCAM BANCO", with the signature or the typing of their Personal Identification Number (PIN) that will be confidentially assigned to each one of them and that will be a substitute for the autographic signature in the terms referred to in Article 52 (fifty-two) of the Law of Credit Institutions, by means of the use of two independent authentication factors that, if applicable, "INTERCAM BANCO" makes available to the "CLIENT" for such purposes, or by using any of the forms or means permitted by law or any other applicable legal or administrative provision. The "client" unreservedly acknowledges as his/her own all transactions made with the "CARDS" delivered under this Agreement.

The "CLIENT" acknowledges and accepts, for all legal purposes, the non-transferability of the "CARDS", as well as the confidentiality of its Personal Identification Number (PIN), so that the "CLIENT" will be solely responsible for the use given to them, releasing "INTERCAM BANCO" from any liability for any misuse or improper use made of them.

"INTERCAM BANCO" will make available to the "CLIENT" and, if applicable, to "THE ADDITIONAL CARDHOLDERS" at the branches of "INTERCAM BANCO" at the time of delivery of the corresponding "CARD", or by letter sent to the last registered address and/or e-mail of the "CLIENT", or through the electronic means agreed with the "CLIENT", the following information: (i) the unique identification digits of the "CARD"; (ii) the expiration date; (iii) the commercial brand under which the respective "CARD" is issued; and (iv) the security code of the "CARD", assigned as security data in the performance of non-face-to-face transactions, which may be dynamic, in case the "CLIENT" has the "CARD CONTROL" service.

**EIGHTEENTH.** The parties agree that "INTERCAM BANCO" will charge to the "ASSOCIATED ACCOUNTS", the purchases of goods and/or services or cash withdrawals made with the "CARDS", in accordance with the following: (i) for transactions in which, for their performance, it requires the "CLIENT" to use at least two independent authentication factors that, if applicable, "INTERCAM BANCO" makes available to the "CLIENT" to authenticate the transactions as authorized by the latter, whether the two factors are used at the time of performing the transaction, or only one of said factors has been used at the time of performing the transaction in question and another of said factors at the time of delivering the good or service acquired by virtue of said transaction; ii) for operations in which, for their execution, "INTERCAM BANCO" does not require the "CLIENT" to use two independent authentication factors; iii) by means of the subscription in each operation of a demand promissory note or by means of the signature of other documents such as sales notes, purchase slips or any other similar document.

The "CLIENT", as well as "ADDITIONAL CARDHOLDERS", may carry out the following transactions through the use of their "CARD":

- a) Withdrawal of funds available at sight from any of the "ASSOCIATED ACCOUNTS" to their "CARD" through: (i) the branches of "INTERCAM BANCO"; (ii) "ATMs" enabled for such purpose and to process the "CARD" in question, up to the limit authorized by "INTERCAM BANCO"; (iii) available bank commission agents; or (iv) establishments of card payment receivers that provide such service, affiliated to the respective networks through the credit institutions or other entities participating in such networks that provide them with the service of receiving and processing card payments.
- b) Consultation of the balances of the "ASSOCIATED ACCOUNTS" through the "ATMs";
- c) Change your Personal Identification Number (PIN) through "ATMs" or through the bank branches of "INTERCAM BANCO".
- d) Make payments of any kind, such as to acquire goods and services up to the authorized limit in certain ATMs, in domestic and foreign establishments authorized for such purpose that have the necessary electronic devices for the authorization of transactions with the "CARDS", credit amortizations or tax payments, or, in case "INTERCAM BANCO" authorizes it in written form, the acquisitions may be made via telephone or through the worldwide communications network known as "INTERNET", provided that the "CLIENT" is enrolled in the "CARD CONTROL" service. The limits mentioned in this paragraph may be established by the "CLIENT" through the "CARD CONTROL" service.
- e) Consultation of balances and movements of the "ASSOCIATED ACCOUNTS" through "INTERNET" (additional TOKEN is required).

"INTERCAM BANCO" reserves the right to extend, reduce, suspend, limit or modify the limits, services and operations offered to the "CLIENT" through the "CARDS", by means of notices in the account statements, in the branches of "INTERCAM BANCO" or any other reliable means, for which it must comply with the applicable provisions.

"INTERCAM BANCO" will deliver the "CARDS" without activation. In order to activate them and, therefore, so that the "CLIENT" may use them and make withdrawals from the "ASSOCIATED ACCOUNTS", the "CLIENT" must do so by telephone through the Customer Service Center of "INTERCAM BANCO" which number is stated in the "Application-Agreement" and in any of the "Cover Sheets", through the commission agents that "INTERCAM BANCO" has authorized for such purposes, through the comparison of the signature of the "CLIENT" with any of the identification indicated in the applicable Provisions, or any other means that "INTERCAM BANCO" makes available to the "CLIENT", such as the use of ATMs, point-of-sale terminals, internet banking, or through the face-to-face authentication schemes used by "INTERCAM BANCO".

The parties agree that the operations indicated in this Clause shall be subject to the following:

- a) Cash withdrawals or withdrawals of funds that the "CLIENT" or "ADDITIONAL CARDHOLDERS" make at "ATMs" charged to the "ACCOUNTS ASSOCIATED" to the "CARDS" shall be fully valid, without the need to subscribe checks or any other document or title.



b) The electronic records in possession of "INTERCAM BANCO" as well as the receipts issued by "THE ATMs" and other electronic devices based on the information that the "CLIENT" and/or "THE ADDITIONAL CARDHOLDERS" transmit, shall have full value and legal force to accredit both the transaction performed and the amount thereof.

c) The "CLIENT" and "ADDITIONAL CARDHOLDERS" may acquire goods and services through the use of the "CARDS" up to the limit of the available balance in their respective "ASSOCIATED ACCOUNT" without exceeding the daily limit authorized by "INTERCAM BANCO" at the time of the transaction, by presenting the corresponding "CARD". Likewise, the "CLIENT" and "ADDITIONAL CARDHOLDERS" may also make the aforementioned purchases by presenting the corresponding CARD and dialing their PIN or through telephone or electronic purchases agreed upon by the "CLIENT" and/or "ADDITIONAL CARDHOLDERS" with establishments that offer this type of services, as long as such purchase system is available at that time.

d) Acquisitions of goods and/or services or cash withdrawals made with the "CARDS" shall be charged to the respective "ASSOCIATED ACCOUNTS" or provisionally withheld from the same on the same day the transaction is made. Purchases of goods and/or services or cash withdrawals made with the "CARDS" in dollars of the United States of America or any other type of foreign currency will be recorded in the respective "ASSOCIATED ACCOUNTS", invariably in local currency. In order to carry out the corresponding exchange operation to convert the respective amount to local currency, in the case of amounts denominated in Dollars, the amount in Pesos that "INTERCAM BANCO" will charge to the "ASSOCIATED ACCOUNT" may not exceed the product of the multiplication of the following factors: a) the amount of the payment or disposition in such foreign currency; and b) the result of multiplying by 1.005 the applicable exchange rate. The exchange rate to be used to calculate its equivalence in local currency will be the one determined by the Bank of Mexico as "FIX exchange rate", which is disclosed on the same day it is determined, through its website, and which corresponds to the last one available on such website at the time "INTERCAM BANCO" i) has authorized the respective payment or disposition, or ii) must settle the amounts corresponding to such charge in accordance with the agreements entered into for such purpose with the acquirer, the clearing house or receiver of the respective payment, as the case may be, in the case of transactions in which the "CLIENT" authorizes, preliminarily, an initial charge and subsequently, a final charge for the same transaction that implies the update of the preliminary amount previously authorized.

In the event that the purchases of goods and/or services or cash withdrawals made with the "CARDS" are made in a foreign currency other than Dollars, the charge that "INTERCAM BANCO" will make in local currency in the respective "ASSOCIATED ACCOUNT" may not exceed the amount resulting from the following calculation: first, the equivalent of the amount of the acquisitions of goods and/or services or of cash withdrawals in the respective foreign currency will be calculated in Dollars according to the last exchange rate available at the corresponding time in accordance with the provisions of paragraphs i) or ii) of the preceding paragraph, which has been disclosed by any price provider authorized by the National Banking and Securities Commission in accordance with the applicable provisions, as published on the respective website of such supplier and, secondly, the amount equivalent to pesos of such amount in Dollars will be calculated, as indicated in the preceding paragraph. In the event that the price supplier contracted by "INTERCAM BANCO" does not disclose the exchange rate applicable to the foreign currency in which the purchases of goods and/or services or cash withdrawals with the "CARDS" are made, "INTERCAM BANCO" may use the market exchange rate disclosed by any company that is not a related person in terms of the applicable provisions.

e) The consultation of balances through the system of "THE ATMS", will be based on the information that "INTERCAM BANCO" keeps in its accounting records the previous day, updated, if applicable, with the transactions made through bank counters or online terminals.

f) All operations performed by the "CLIENT" and "THE ADDITIONAL CARDHOLDERS" under this Agreement, will be informed to the "CLIENT" through the statement of account corresponding to the "ASSOCIATED ACCOUNTS", including the operations coming from the use of its "CARD" and the "ADDITIONAL CARDHOLDERS".

**NINETEENTH.** The parties agree that "INTERCAM BANCO" assumes no liability whatsoever when the "CLIENT" or "ADDITIONAL CARDHOLDERS" are unable to carry out, for any reason, the operations referred to in this section of the Agreement, nor for the retention of their "CARDS" or for the suspension of the service of the "ATMs" for reasons beyond the operational control of "INTERCAM BANCO" or due to acts of God or force majeure. "INTERCAM BANCO" is not responsible for the quality, quantity or any other aspect of the merchandise or services acquired or obtained through the use of the "CARD", therefore the "CLIENT" will be understood, for all related matters, directly with the company providing the service or marketing the products purchased.

**TWENTY.** In case of theft or loss of any of the "CARDS" issued under the Agreement, the "CLIENT" agrees to immediately notify "INTERCAM BANCO", by going to any of the branches of "INTERCAM BANCO" or by telephone to the Customer Service Center of "INTERCAM BANCO" whose number is stated in the "Application-Agreement" and in any of the "Cover Sheets" or through electronic channels or any other means of communication made available to the "CLIENT", where it will be provided, at the option of the "CLIENT", in written form or through the electronic or communication means agreed with the "CLIENT", a reference number of the notice, as well as the date and time it was received, in order to disable said "CARD", detailing the "ACCOUNTS" associated to the "CARD", since the "CLIENT" will be the only responsible for the operations made through the use of the referred "CARD" until the date of the telephone communication or presented at the branch office informing of the theft or loss. In these cases, the "CLIENT" authorizes "INTERCAM BANCO" to change the number of the "CARD" issued to the "CLIENT".

"INTERCAM BANCO" shall make available to the "CLIENT", within a maximum term of two banking business days counted from the date on which the notice mentioned in the preceding paragraph was submitted, by means of communication sent through the electronic means of communication established with the "CLIENT", a report with the following information:

- a) The scope of the responsibility of the "CLIENT" for the charges to the "ACCOUNT", registered before and after the referred notice is presented;
- b) The date and time when the notice was received; and
- c) The status of the investigation carried out in response to the notice presented.

When transactions are made with the respective "CARD" during the 48 (forty-eight) hours prior to the aforementioned notice and the "CLIENT" does not acknowledge any charge related to such transactions, nor have they been made through the use of two independent authentication factors that,



if applicable, "INTERCAM BANCO" makes available to the "CLIENT" for such purposes, "INTERCAM BANCO" shall pay the respective resources no later than the fourth banking business day following the receipt of the claim.

In the event that transactions are made with the respective "CARD" and the "CLIENT" does not recognize any charge and claims it within a period of 90 (ninety) calendar days from the date on which the charge was made, "INTERCAM BANCO" shall credit the "ACCOUNT" with the respective resources no later than the fourth banking business day following the receipt of the claim.

The application of the credit mentioned in the preceding paragraphs shall not be applicable when "INTERCAM BANCO", within the aforementioned four-day period, delivers to the "CLIENT" an opinion in which it verifies that the charges object of the respective notice correspond to operations that have been carried out through the use of two independent authentication factors that, if applicable, "INTERCAM BANCO" has made available to the "CLIENT" for such purposes, with the exception that there is evidence that the charge was the result of an operational failure.

In the event that "INTERCAM BANCO" has made the crediting referred to in the preceding paragraphs, and is able to demonstrate to the "CLIENT" that the charge regarding such crediting was made derived from an operation executed through the use of two independent authentication factors by the "CLIENT" or the "ADDITIONAL CARDHOLDERS", "INTERCAM BANCO" may reverse such crediting, making a new charge in the corresponding "ACCOUNT". The foregoing provided that the "CLIENT" is provided with the corresponding opinion, in the terms established in Clause SEVENTEEN of Chapter XII.

For purposes of the preceding paragraph, such opinion shall contain at least the following: (a) evidence of the authentication factors used by the "CLIENT" or additional cardholders, as well as the explanation of such factors and the manner in which their verification was performed in accordance with the procedures applicable to such authentication factors; (b) hour and minute in which the transaction was performed; and (c) name of the institution or entity that processed the transaction related to the charge to the "ACCOUNT" that has been the subject of the notice, as well as the name of the payee where the transaction originated.

"INTERCAM BANCO" may suspend or limit, without prior notice and without any liability on its part, the use of the "CARDS" when its internal security measures and controls indicate that the "CLIENT" or any third party may be misusing such "CARDS". The above in order to provide security to the "CLIENT".

The "CLIENT" upon receiving any replacement of the "CARD" must immediately destroy the previous plastic, except in the case of replacement due to expiration, in which case the previous plastic must be destroyed until its expiration date expires.

**TWENTY-FIRST.** The "CLIENT" and the "ADDITIONAL CARDHOLDERS" authorized by him/her agree that the sum of the charges, withdrawal, or withdrawals they make shall at no time exceed their credit balance.

**TWENTY SECOND.** The "CLIENT" expressly agrees to be subject to any new provision either of a regulatory nature by the authorities or of policies and procedures of an internal nature in "INTERCAM BANCO". Once such modifications are communicated by any of the reliable means mentioned in this Agreement and once the corresponding terms have elapsed, the continued use of the "CARD" and/or the additional "CARDS" will imply the tacit acceptance by the "CLIENT" of the modifications to this Agreement.

**TWENTY THIRD.** The content of this section of the Agreement and its resolutions are independent of the other agreements that the "CLIENT" has entered into with "INTERCAM BANCO" in relation to the "ASSOCIATED ACCOUNTS", or the "CARDS", which Clauses will continue to be in force for the corresponding services, preserving their legal force at all times.

Likewise, the parties agree that in all matters not provided for in the Clauses of this section of the Agreement, the provisions of the Clauses referring to the "ASSOCIATED ACCOUNTS" referred to above and the provisions of the other Clauses of this Agreement shall apply, provided that their content does not contradict what is agreed herein.

**TWENTY FOURTH.** The provisions of this section of the Agreement shall be for an indefinite period of time, but either party may terminate it by giving prior written notice 30 (thirty) calendar days in advance, in which case the "CLIENT" agrees to deliver to "INTERCAM BANCO" all the "CARDS" that were provided to him/her under this Agreement.

## CHAPTER II TIME DEPOSITS, DEPOSITS WITHDRAWABLE ON PRIOR NOTICE AND DEPOSITS WITHDRAWABLE ON FIXED DAYS

**FIRST.** "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 "main account", term deposits in local currency or in Investment Units (UDIS), except that in accordance with the applicable provisions 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 deposit 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 stating that such certificates are deposited in the Institution under the terms of 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.

**SECOND.** Upon the constitution of each time 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.

**THIRD.** The term deposit certificates shall not be negotiable or constitute a credit instrument and shall only be transferable with the prior written approval given by "INTERCAM BANCO".

**FOURTH.** The amounts, maturities, terms and interest rates corresponding to each of the time deposits shall be specified in each of the time deposit certificates issued by "INTERCAM BANCO" in favor of the "CLIENT".

**FIFTH.** The term of each of the time deposits shall be fixed, agreed upon in calendar days, and shall not be less than one day and mandatory in compliance with time for both parties. At the 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 deposit 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.

**SIXTH.** In bank deposits of withdrawable money with prior notice, the "CLIENT" may not dispose of the amounts deposited until the time fixed in the forms or automated vouchers subscribed for the operation has elapsed, counted from the notification that the "CLIENT" makes to "INTERCAM BANCO" by any means, to the branch that holds the "main" account.

**SEVENTH.** In bank deposits of withdrawable money 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 a day other than those pre-established, by prior notice given to "INTERCAM BANCO" with the anticipation established in said forms or vouchers.

### **CHAPTER III PROMISSORY NOTES WITH YIELD PAYABLE AT MATURITY.**

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

The "CLIENT" and "INTERCAM BANCO" expressly agree that the "Yield Promissory Notes" make up an integral package of services, which includes the opening of an "ACCOUNT", in terms of the provisions of Chapter I (one roman) of this Agreement. The mentioned "ACCOUNT" will have the character of "main account", in terms of the second paragraph of the TENTH clause of Chapter I (one roman) of this agreement of wills.

**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-Agreement" 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.

**THIRD.** "INTERCAM BANCO" may receive from the "CLIENT" the "Yield Promissory Notes" in deposit for its custody and administration, in accordance with the provisions related to the Bank Deposits of Securities in Administration of this Agreement. The deposit and custody of the "Yield Promissory Notes" delivered by the "CLIENT" to "INTERCAM BANCO" in accordance with the above provisions will be verified with the receipts that "INTERCAM BANCO" issues to the "CLIENT".

**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 by 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.

**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, without any revision of the same. Interest shall be payable at the expiration of the term for the payment of the principal amount of the respective loan. The "Yield Promissory Notes" issued by "INTERCAM BANCO" documenting the loans shall 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 written form.

**SIXTH:** The "CLIENT" and "INTERCAM BANCO" expressly agree that the maturity of any of the loans documented in "Yield Promissory Notes" under this instrument, does not imply the termination of this Agreement, but only of the respective operation.

The parties agree that in order to proceed with the termination of this Agreement, regarding the loan operations documented through "Yield Promissory Notes", as well as regarding the "ACCOUNT", express and formal communication is required in terms of the provisions of clause TWELFTH of Chapter XII (twelve roman) of this Agreement.

The termination of the Agreement, as regards the loan operations documented through "Yield Promissory Notes", necessarily implies the termination of the Agreement as regards the "ACCOUNT" and vice versa.



#### CHAPTER IV

##### PROVISIONS APPLICABLE TO INTEREST-BEARING DEMAND DEPOSITS, TIME DEPOSITS, DEPOSITS WITHDRAWABLE UPON NOTICE, DEPOSITS WITHDRAWABLE ON FIXED DAYS AND PROMISSORY NOTES WITH YIELDS PAYABLE AT MATURITY.

**FIRST.** All interest on the transactions referred to in Chapters I (one Roman), II (two Roman) and IV (four Roman) of this Agreement shall be expressed in annual rates and shall be calculated by dividing these by 360 (three hundred and sixty) and multiplying the result thus obtained by the number of days actually elapsed during the period in which the interest accrues at the corresponding rate, and the result obtained above shall be multiplied by the average daily balance.

"INTERCAM BANCO" will determine on the respective cover page, the Total Annual Profit, in accordance with the provisions of the general provisions issued by the Bank of Mexico, which will be expressed in annual percentage terms that, for informative and comparative purposes, incorporates the capitalizable nominal interest generated by the term deposit operations, withdrawable on pre-established days and savings, entered into by "INTERCAM BANCO" with the "CLIENT", minus the costs related to the operation, including the opening costs.

**SECOND.** In the event that the maturity of any deposit or "Yield Promissory Note" is on a day that is not a business day, payment shall be made on the immediately following business day and, in this case, the respective interest shall continue to accrue up to and including the day of payment, at the originally agreed interest rate.

**THIRD.** Unless "INTERCAM BANCO" receives written instructions from the "CLIENT" to the contrary, the parties agree that "INTERCAM BANCO" shall have the power, but not the obligation, to automatically renew the time deposits received from the "CLIENT", as well as the loans documented with "Yield Promissory Notes", in which case the renewals shall be made 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 that it makes known through posters, boards or blackboards located in the branches of "INTERCAM BANCO".

The parties agree that the automatic renewals provided for in the preceding paragraph are subject to the capacity and legal limits of "INTERCAM BANCO", as well as to market conditions; therefore, the "CLIENT" hereby releases "INTERCAM BANCO" from any liability in the event that it does not automatically renew any time deposit received from the "CLIENT" or "Yield Promissory Notes" 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 Agreement, and shall transfer the respective resources upon maturity of the term of the investment, to the "main account" determined by the "CLIENT".

When the maturity of the time deposits and of the "Yield Promissory Notes" is on a non-business day, the automatic renewal shall be made on the same non-business day at the same term originally agreed, applying for such purpose the interest rate prevailing on the banking business day immediately prior to the renewal, which "INTERCAM BANCO" has determined and disclosed in accordance with this Clause.

**FOURTH.** The "CLIENT" is authorized to cancel the automatic renewal of the time deposits and the "Yield Promissory Note" precisely on the expiration date of the term of the investment, for which the "CLIENT" must appear at any of the branches of "INTERCAM BANCO", requesting the withdrawal of its investment. In this case, "INTERCAM BANCO" will pay the "CLIENT" the amount of the corresponding investment together with the interest accrued thereon. The interest will be calculated at the originally agreed rate or, if applicable, at the renewal rate, considering all the days actually elapsed, including the day of payment.

**FIFTH.** In those cases in which the "CLIENT" instructs "INTERCAM BANCO" not to operate the automatic renewal of the time deposits received from the "CLIENT" as well as the loans documented with "Yield Promissory Notes", "INTERCAM BANCO" will transfer, on the business day immediately following the maturity date, the respective resources to the "main account" determined by the "CLIENT".

**SIXTH.** "INTERCAM BANCO" informs the "CLIENT" that, in terms of the Law for the Protection of Bank Savings and the applicable rules, only bank deposits of money at sight, withdrawable on pre-established days, savings and time deposits or with prior notice, as well as loans and credits accepted by "INTERCAM BANCO" up to the equivalent of four hundred thousand UDIS, whatever the number per individual in the case of individual accounts, are guaranteed by the Institute for the Protection of Bank Savings (IPAB).

For the payment of the balances of the Obligations Guaranteed by the Institute for the Protection of Bank Savings (IPAB) derived from Collective Accounts, the following shall apply:

In the case of joint and several accounts, the IPAB will cover up to the amount guaranteed to those who appear in the systems of "INTERCAM BANCO" as holders or co-holders in equal parts. IPAB's coverage of a joint and several account will not exceed four hundred thousand UDIS per account, regardless of the number of owners or co-owners.

In the case of joint accounts, the amount corresponding to each of the IPAB Guaranteed Holders will be determined as follows:

- a) The balance of the Account shall be divided in proportion to the percentage established expressly and in written form by the owners or co-owners in the Account itself or, failing that, according to the relative information that "INTERCAM BANCO" maintains in its Systems, or.
- b) In the event that a percentage has not been established in accordance with the preceding paragraph, the balance of the Account shall be divided in as many equal parts as there are holders or co-owners.



In the event that a "CLIENT" has the status of Holder Guaranteed by the IPAB in two or more Individual and/or Collective Accounts in "INTERCAM BANCO", and the sum of the balances of the Guaranteed Obligations derived from the Individual Accounts and, if applicable, of the portion corresponding to him/her in the Collective Accounts, exceeds the amount equivalent to four hundred thousand investment units, the IPAB will only pay up to such amount, prorating it among the accounts according to their balance.

In the event of the death of one of the Owners Guaranteed by IPAB, the provisions of the sixth of the general provisions for the treatment of Collective Accounts with more than one owner or co-owners referred to in article 189, section IV of the Law of Credit Institutions will apply.

The foregoing on the understanding that IPAB's coverage will not exceed four hundred thousand UDIS per account, regardless of the number of account holders or co-owners.

**SEVENTH.** 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 three years have not had any 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 ninety calendar days after "INTERCAM BANCO" has given written notice to the "CLIENT" at the address of the latter, informing him of the foregoing.

The resources contributed to such account will only generate a monthly interest equivalent to the increase in the National Consumer Price Index 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 from the global account the total amount, 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 during the course of three years counted from the date the latter are deposited in the global account, the amount of which does not exceed, per account, the equivalent of three hundred days of the general minimum salary in force in Mexico City, shall prescribe in favor of the assets of the public charity.

#### **CHAPTER V BANK DEPOSITS OF SECURITIES UNDER ADMINISTRATION**

**FIRST.** "INTERCAM BANCO" will receive from the "CLIENT" for safekeeping and administration any kind of securities and/or debt instruments, documents that for the purposes of this Agreement will be generally designated as Securities; likewise, it will receive the funds or Securities necessary for the execution of operations regarding their acquisition, as well as the written, verbal, telephonic or electronic instructions for the sale of these Securities. "INTERCAM BANCO" will confirm these operations in the terms it deems convenient and in the account statement that in accordance with this Agreement it will make available to the "CLIENT". If the "CLIENT" does not object to the confirmations or the account statement, within 10 (ten) calendar days after the transaction, such transactions shall be deemed accepted.

"INTERCAM BANCO" will also receive the certificates or receipts that document the time deposits and the credit securities that cover liabilities payable by "INTERCAM BANCO", which had been issued or issued in favor of the same "CLIENT", and placed directly by the credit institution at maturity, as well as the Securities owned by the "CLIENT", which delivers or that are transferred by order of the "CLIENT" or which are acquired on behalf of the latter in compliance with this clause, and will be deposited according to their nature in the institution itself, or in institutions for the deposit of Securities or in other institutions determined by the competent authorities, as the case may be.

**SECOND.** "INTERCAM BANCO" undertakes to effect in relation to such Securities, the collections and to perform the necessary acts for the preservation of the rights and the fulfillment of the obligations that the referred Securities confer or impose to the "CLIENT" and to dispose of them for the execution of its instructions, without including the exercise of rights or legal actions.

"INTERCAM BANCO" shall be obliged to the custody and conservation of the certificates and securities, as well as to the administration thereof, consequently, it shall collect the amounts derived therefrom, performing all acts necessary for the conservation of the rights and compliance with the obligations that such certificates and securities confer or impose on the "CLIENT" and to dispose of them for the execution of its instructions, without the exercise of rights or legal actions being included therein.

For the legal constitution of the deposit, the reception by "INTERCAM BANCO" of the certificates or Securities in question will be sufficient; the deposits with the deposit vouchers issued by "INTERCAM BANCO" and the reimbursements will be made according to the instructions of the "CLIENT".

The aforementioned receipts and in general the exercise of all the rights derived from this Agreement may be signed and exercised by any of the representatives of the "CLIENT", according to the instructions given to "INTERCAM BANCO" to sign.

The physical withdrawal or transfer of certificates or deposited Securities, may be made or ordered by the "CLIENT" or the representative of his succession in case of death, by signing the documents requested by "INTERCAM BANCO" to prove the return or transfer in full conformity with the recipient, after legitimation of the latter.

**THIRD.** In order for "INTERCAM BANCO" to carry out the administration of the Securities deposited, the "CLIENT", by the mere fact of constituting this deposit, authorizes it to dispose of the Securities, and "INTERCAM BANCO" is obliged to return the same documents or others of the same kind, in accordance with the provisions of the Law of Credit Institutions and the general provisions issued by the Bank of Mexico.

In order for "INTERCAM BANCO" to comply with the custody and administration service entrusted to it, the parties agree that "INTERCAM BANCO" is



empowered to sign in the name and on behalf of the "CLIENT", endorsements and assignments of registered securities issued or endorsed in favor of the "CLIENT", in respect of which the aforementioned service is being provided. "INTERCAM BANCO" shall comply with the instructions of the "CLIENT" for the handling of the yields of the certificates or receipts and deposited Securities, as well as for the handling of those that reach their maturity.

**FOURTH.** All rights and obligations arising from this Agreement shall be exercised or fulfilled at the offices of "INTERCAM BANCO" located in the same place where the deposits were made.

"INTERCAM BANCO" may freely determine by means of general policies, the minimum amounts and balances at which it is willing to operate the deposit of securities and securities, as well as the amount it will charge as remuneration for the deposit and administration of such instruments.

## CHAPTER VI PROVISIONS APPLICABLE TO ELECTRONIC BANKING.

### DEFINITIONS

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

- (a) A User and its authority 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, which line number is associated to 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 through 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 perform operations on behalf of the User.

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

**Automatic Teller Machine (ATMS):** the self-service Access Device that allows making consultations and diverse operations, such as cash withdrawals, and to which the User accesses by means of a card or bank account to use the Electronic Banking service.

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

**CoDI (Digital Collection):** is a platform that uses the Interbank Electronic Payments System administered by the Bank of Mexico, and that will allow the "CLIENT" to make electronic collections and payments by means of mobile telephone equipment through the Mobile Banking application or any other application that "INTERCAM BANCO" makes available to the "CLIENT".

**Password:** the string of characters that authenticates a User in an electronic medium 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 appendix to this Agreement, which shall become an integral part of the same. Additionally, the "CLIENT" may register and cancel "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 access level, so that they may make payments in favor of third parties or transfer funds between accounts opened in "INTERCAM BANCO" through the Electronic Banking system, which may be cancelled by the "CLIENT", the "Administrator User" or the Empowered and Authorized Users when they deem it convenient.

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

**CVV2:** security number on the back of the Debit Card. The CVV2 may be dynamic for a single use, in case the "CLIENT" activates the "CARD CONTROL" service through its Mobile Banking.

**Unblocking of Authentication Factors:** the process through which the Institution enables the use of an Authentication Factor that was blocked.

**Access Device:** the equipment that allows a User to access the worldwide network called Internet to access the Electronic Banking service and carry out operations, open accounts, enter into contracts and, in general, contract the products and services referred to in this Agreement, or any other that "INTERCAM BANCO" makes available to the "CLIENT".

**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) Information known to the User and validated by the Institution through questionnaires practiced by call center operators.
- b) Information known only to the User, such as Passwords and Personal Identification Numbers (PINs).
- c) Information contained or generated in media or devices 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) User information derived from their physical characteristics, such as fingerprints, hand geometry or iris or retina patterns, provided that such information cannot be duplicated and used later.

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

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

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

**Personal Identification Number (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.

b) Low Amount: transactions up to the equivalent in local currency of 250 UDIs per day.

c) Medium Amount: 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, which line number is associated to the service. Only balance inquiries may be made regarding 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.

**Resetting Passwords and Personal Identification Numbers (PIN):** the procedure through which the User may define a new Password or Personal Identification Number.

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

**Bank Card with Integrated Circuit:** debit, credit or bank cards that have 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 telephone 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 businesses or Users to instruct the payment of goods or services charged to a card or bank account.

**Administrator User:** The person designated by the "CLIENT", with such character when contracting the electronic banking service, with powers to transact and assign users.

**User:** The "CLIENT" who has contracted Electronic Banking, as well as its Administered User and third parties authorized to use Electronic Means to make consultations, Monetary Transactions and any other type of banking transaction referred to in this Chapter.

In accordance with the foregoing definitions, the parties agree to be bound by the following:

#### CLAUSES.

GENERAL. Under this clause "INTERCAM BANCO" may provide the "CLIENT" with diverse banking and/or financial services, through the use of electronic media, understanding 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 telephony equipment.
2. Point-of-sale terminals.
3. Voice-to-voice, audio-response or any other telephone-based telephone banking.
4. World Wide Data Network known as Internet.
5. Automated Teller Machines (ATMs)
6. Computer Terminals.
7. Mobile Banking.
8. Mobile Payment
9. 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 media object of this instrument implies the acceptance of the media 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 may be carried out by the "CLIENT", the "Administrator User" and the empowered and authorized users through the Electronic Banking System will be subject to the level of access granted at the time of contracting the service. Some operations and acts may be disabled for use depending on the type of account involved or if the necessary access level is not available to carry out such operation. The levels of access as well as the establishment of the individual or joint action of each one of the empowered and authorized users and in their respective "Appendixes". Additionally, the "Administrator User" may register authorized and empowered 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 may be carried out through the Electronic Banking, including the designation of empowered and 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" in the exercise of its powers under this Agreement shall comply with the provisions of the "Operation Manual".

For the purposes of the provisions of the two preceding paragraphs, the "CLIENT" may authorize in written form, pursuant to the provisions of Articles 9 (nine) and 85 (eighty-five) of the General Law of Credit Instruments and Operations and 52 (fifty-two) and 57 (fifty-seven) of the Law of Credit Institutions, any person to carry out the operations according to 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 and, if applicable, may modify or revoke the latter, by means of prior written notice addressed to "INTERCAM BANCO" five (5) banking business days in advance, in order to assign, modify or cancel the client name or names or numbers and passwords necessary to access the Electronic Banking System. Said notification shall be added as an appendix to this Agreement and shall become an integral part of the same. Additionally, the "Administrator User" may make the modifications referred to in this paragraph through the Electronic Banking System, in the corresponding section.

#### **OPERATIONS AND SERVICES THAT MAY BE PROVIDED THROUGH ELECTRONIC MEANS.**

**FIRST.** Through the use of electronic media recognized by the parties, the "CLIENT" may, issue instructions, make balance inquiries, movements, status of procedures and operations and limits of amounts, account statements, logs or data management, activate means of disposal, make transfers to both own and third party accounts, within "INTERCAM BANCO" and interbank, make investments, purchase and sale transactions of currencies and precious metals, make payments, authorizations and instructions for direct debit of payment of goods, services or credits, payment of taxes, credit provisions, arrange transactions, exercise rights, fulfill obligations, make movements on your Card, including but not limited to blocking the processing of payments in certain means of access, the establishment of maximum limits regarding the amount for which transactions may be made with such Cards or, with respect to their exclusive use in transactions carried out in national territory, receive any notice from "INTERCAM BANCO" or give the notices that such institutions authorize it to give, request checks, request clarifications, make requirements, manage passwords and means of access and issue any other instruction that the electronic media itself allows in accordance with 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 transactions, agreements, contracts, amendments or legal instruments of any nature; also "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 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 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.

**FIRST BIS.** 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 enter into the transaction in question.

For purposes of the foregoing, the "CLIENT" shall activate its Geolocation in the Access Device prior to the execution of the transaction it intends to execute, 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 other 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.

#### **PROVISIONS RELATED TO VOICE-TO-VOICE TELEPHONE BANKING SERVICES.**

Independently of the Provisions Applicable to Electronic Banking contained in this chapter, the following shall also be applicable to such service:

**SECOND.** OF THE SERVICES. "INTERCAM BANCO" shall provide the "CLIENT" with the services subject of this section, within the days and hours established by "INTERCAM BANCO".

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.

**THIRD.** AUTHENTICATION FACTORS AND USERS. The "CLIENT", prior to the signing of 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 Appendix, who will be able to carry out the administration of users, being understood as administration of users the process carried out by the Administrator User to designate and/or revoke Authorized Users.

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

The "CLIENT" may request in written form at any time to "INTERCAM BANCO" the cancellation or disabling of the Users or of the Authentication



Factors when deemed pertinent in order to avoid the access of unauthorized third parties to the Voice to Voice Telephone Banking.

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

I. Instructions to withdraw funds from the available balance of any of its bank accounts held with "INTERCAM BANCO" and credit to 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.

IV. Investments.

V. Any other operation or service that "INTERCAM BANCO" may authorize and make available to the "CLIENT" through Voice to Voice Telephone Banking.

**FIFTH. RECORDINGS.** The "CLIENT" grants his consent for the telephone executive of "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.

#### PROVISIONS RELATED TO THE CARD CONTROL SERVICE

**FIFTH BIS.** "INTERCAM BANCO" makes available to the "CLIENT", free of charge and through the Mobile Banking application, the use of the service called "CARD CONTROL" as a feature of its CARDS, as well as a means through which the "CLIENT" may instruct "INTERCAM BANCO" to block the processing of transactions carried out through ATMs, businesses, purchases through the network called "internet", international businesses and telephone purchases. Through said service, the "CLIENT" may instruct the blocking or unblocking of the CARDS, or establish restrictions via Mobile Banking on the operations that may be performed with the CARDS associated to his/her account (cardholder and additional cards), in the understanding that the account holder or, if applicable, the individual that the "CLIENT" designates for such purpose, will be the only person who may use the "CARD CONTROL" service. The above with the purpose of providing greater security to the "CLIENT" in the operations carried out through the use of his CARDS.

The parties agree that for the use of the service, the "CLIENT" shall be subject to the following: (i) must have a cell phone with an operating system compatible with the Mobile Banking application; (ii) must maintain Internet services in its cell phone; (iii) must download the Mobile Banking application and comply with the requirements and processes for registration and use that are requested directly in said application; and (iv) must register the "CARD CONTROL" service by accepting the terms and conditions through Mobile Banking.

The "CLIENT" may consult the requirements for use and the general terms and conditions on the page [www.intercam.com.mx](http://www.intercam.com.mx), in the Mobile Banking itself at the time of downloading it to the cell phone, or go to any branch of "INTERCAM BANCO".

By using the service, "INTERCAM BANCO" informs the "CLIENT" and he/she accepts and understands that he/she may enable controls regarding the CARDS that are linked to the "CARD CONTROL" service, which are mentioned below:

- a) Block and unblock the processing of payments with the CARDS (cardholders and additional) on a temporary basis, in which case any type of transaction intended to be made with them will not be accepted.
- b) Activate or block transactions made with the CARDS outside the country selected by the "CLIENT".
- c) Activate or block transactions made with the CARDS through ATMs, stores, purchases through the "internet" network, international stores and telephone purchases.
- d) Manage and establish limits to the amounts and number of transactions that may be made with the CARDS. The number of transactions may be determined on a daily basis. The limit of amounts may be determined for each transaction made.
- e) Consultation of dynamic CVV2 to carry out non-face-to-face transactions and/or purchases that require it, with the CARDS linked to the service.

"INTERCAM BANCO" will execute the instructions of the "CLIENT" only regarding the controls that the "CLIENT" has directly enabled in the service.

"INTERCAM BANCO" informs the "CLIENT" that, through the use of "CARD CONTROL" he/she will not be able to perform monetary or transactional operations, account statement inquiries or any other related to the above. The service does not replace the use of the CARDS.

The download, use or cancellation of the service will not generate any charge or commission to the "CLIENT".

The use of the service is voluntary and optional for the "CLIENT" and the acceptance of the respective terms and conditions through Mobile Banking in accordance with the provisions of this Clause. The "CLIENT" may use his/her CARDS without the need to download and use the service; in the understanding that once the "CARD CONTROL" service is activated and the "CLIENT" accepts the terms and conditions thereof, the use of the CARDS will be subject to the controls determined therein by "INTERCAM BANCO", however, the "CLIENT" will be responsible for the limits established from the Mobile Banking application.

Notwithstanding the foregoing, the "CLIENT" agrees that in case of not accepting the present service, he/she will not be able to carry out transactions through the network called "internet", therefore the "CLIENT" releases "INTERCAM BANCO" from any direct, indirect or consequential liability derived from the non-acceptance of the service established in the present section.



#### MEANS, MECHANISMS AND PROCEDURES FOR USER IDENTIFICATION AND AUTHENTICATION.

**SIXTH. MEANS.** By means of the subscription of the "application for the contracting of Electronic Banking services", the "CLIENT" expressly contracts the execution of transactions and the rendering of banking and financial services by electronic means.

**SEVENTH. NON-TRANSFERABLE USE.** The "CLIENT" agrees to make use of such services in a non-transferable manner, according to the terms and conditions agreed in this Agreement and covering the requirements established by "INTERCAM BANCO" for such purpose, within the schedules established by "INTERCAM BANCO".

The "CLIENT" undertakes to personally and directly operate the generation, delivery, storage, unblocking and reestablishment of the PASSWORDS and ACCESS MEANS 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 and PIN's, 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 this, the Access Keys established for the use of electronic media, will replace the autographic signature by an electronic signature, and the documentary or technical evidence derived from the use of such media where 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. When due to negligence, fault, fraud or bad faith of the "CLIENT", the security measures for the access to electronic media are exceeded and even induce to error, causing damage or harm to the "CLIENT", "INTERCAM BANCO" will be released from any liability when executing the instructions received, without prejudice to the 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 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 written form and with due anticipation, so that the necessary measures may be taken to avoid access by unauthorized third parties.

**EIGHTH. BLOCKING.** The parties agree that "INTERCAM BANCO" will automatically block the use of PASSWORDS AND ACCESS MEDIA for the Electronic Banking service, in the following cases:

- I. When an attempt is made to access 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 autographic signature, under the terms regarding the different Electronic Banking services that INTERCAM BANCO makes available to the CLIENT.

**NINTH. 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 any damages and losses caused to "INTERCAM BANCO", disclose or give a different use totally or partially to such means of access and programs, otherwise, he/she will be responsible for the damages caused to "INTERCAM BANCO" and/or third parties, the foregoing 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 is resident in his/her computer or in 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.

**TENTH. AUTHENTICATION FACTORS.** INTERCAM BANCO" will assign to the "CLIENT" a "CLIENT" Code, which together with the "Telephone Key" or "Personal Identification Number (PIN)" and 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 a "CLIENT" of "INTERCAM BANCO" and will allow him/her to access the different electronic means recognized by the parties for the purpose of arranging transactions and financial 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" Code/"Credit Card Number/"Checking Account Number":** 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 passwords listed hereinafter shall be used in substitution of the autographic signature and shall imply full manifestation of the necessary will and faculties.

**"Personal Identification Number (PIN)":** It is the numeric and/or alphanumeric key, depending on the Electronic Banking Service in question, generated by the "CLIENT" which configuration is unknown to the employees and officers of "INTERCAM BANCO" to be used to access the electronic means to make inquiries and transactions permitted by the applicable provisions.

In the provision of services through electronic means, this numerical key may be identified under different names, 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 used to 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.

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

**TWELFTH. SESSIONS:** "INTERCAM BANCO", in order to allow the beginning of a Session:

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

I. "CLIENT" code or number of the Credit or Debit Card in question; and

II. Personal Identification Number (PIN).

In the case of Mobile Payment and Mobile Banking, the User Identifier will be in any case the number of the Mobile Phone line associated with the use of such Electronic Banking services,

B. It will 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" REGARDING THE USE OF THE ELECTRONIC BANKING SERVICE.**

**THIRTEENTH. USE OF ELECTRONIC BANKING.** The operations 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 global data network known as Internet, via Telephone, Mobile Banking and ATMs, will generate a Reference Number or Folio for the completion of each transaction 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 this 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 appropriate.

c. Any transfer or payment will be made to the account indicated by the "CLIENT", regardless of the additional information that is indicated, so it will be your responsibility to verify the truthfulness and accuracy of all information, there being no liability of any kind for "INTERCAM BANCO".

d. In the case of payment of services, invoices or payments to third parties, "INTERCAM BANCO" is relieved of all responsibility 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 through the use of the Access Keys and the acts and transactions that in compliance with such operations, services and/or instructions that "INTERCAM BANCO" executes, shall be considered for all legal purposes as performed by the "CLIENT", who accepts and acknowledges from now on 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, 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 agreements 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 thereof, 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 carried out through electronic means shall be recorded and identified. The observations to such account statements shall be made by the "CLIENT" in the manner and terms set forth in this Agreement.

The "CLIENT" and "INTERCAM BANCO" agree that the latter shall not be obliged to provide services through electronic means in the following cases: (i) when the information transmitted is insufficient, inaccurate, erroneous or incomplete; (ii) when the "CLIENT's" Card or Additional Cards are not registered for the purpose of providing services through electronic means, or are cancelled, even if they have not been cancelled; (iii) when charges cannot be made due to insufficient available balances or when the "CLIENT" does not have a balance in its favor; (iv) 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 media that "INTERCAM BANCO" makes available; (v) 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" undertakes 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 visit of electronic sites is under his exclusive responsibility. It will be under the most exclusive 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.

**THIRTEENTH BIS.-** Information regarding CoDi and limitation of liability of Bank of Mexico. The "CLIENT" accepts that Bank of Mexico shall not be liable for the content, source or authenticity of the collection messages or for the information, nor for the damages caused by the issuance and reception of such messages.

Bank of Mexico will not be liable for any damages, including financial damages, that may be caused to "CLIENT", the Institution or third parties, when for any reason the CoDi functionality cannot be accessed or there is an interruption in its operation, and assumes no responsibility for any failures that may occur in the equipment in which the CoDi functionality is executed, nor for any failures that may occur in the connections, programs or systems of the application to use the CoDi functionality, nor the failures that affect the proper functioning of the same, as well as for damages, including financial, caused by such failures.

The provisions of the preceding paragraph shall also apply, by way of example and not limitation, to cases in which access to the CoDi functionality is not available or there is an interruption or failure due to an act of God or force majeure, understood as any unavoidable event or circumstance beyond the reasonable control of Bank of Mexico that prevents it from fulfilling its obligations. In such cases, "INTERCAM BANCO" will make the necessary arrangements and will follow the instructions, if any, indicated by Bank of Mexico to be able to reestablish communication with the CoDi platform as soon as possible.

#### **MEANS TO AGREE ON OPERATIONS AND SERVICES.**

**FOURTEENTH. 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 written form, 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 this clause.

**FIFTEENTH. 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:

- a. 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 the 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" itself, when the latter carries out operations through the equipment or system in question, using the Access Codes referred to in these clauses.
- c. For 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 the latter 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 moment he/she obtains such information.

**SIXTEENTH. REGISTRATION OF ACCOUNTS.** The "CLIENT" may instruct "INTERCAM BANCO" to carry out operations regarding its own accounts and third party accounts for which it may register deposit and investment accounts, as well as credits and credit cards - hereinafter "Accounts" -, 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 it is co-owner, whether they are held in "INTERCAM BANCO" or in other banking institutions, the "CLIENT" agreeing with "INTERCAM BANCO" that to the Accounts registered as own accounts included within the services that compose the System, the provisions of this Agreement shall also be applicable to them.

**Third Party Accounts:** 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 these are maintained in "INTERCAM BANCO" or in other banking institutions.

In order to make Transfers of monetary resources to accounts of third parties or other Institutions, including the payment of credits, as well as authorizations and instructions for 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 registration of agreements, references for deposits, agreements or names of beneficiaries, by means of which reference is made to an account number, will be considered as 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 the registration of 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.

For Monetary Transactions carried out through Host to Host Banking, Point of Sale Terminals or Automatic Teller Machines, the CLIENT shall not be



required to register the Destination Accounts; neither for those carried out through Mobile Payment and Mobile Banking, provided that, in the case of the latter two, the amount of such transactions is up to the equivalent of the Low Amount for each transaction.

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

**SEVENTEENTH. NOTIFICATIONS.** "INTERCAM BANCO" will notify the "CLIENT" free of charge through the means of communication which data had been provided for such purpose, or those for which it had substituted in terms of the formats or means that "INTERCAM BANCO" makes available for such purpose, the performance of the transactions or consultations through the corresponding Electronic Banking services, based on the type of transaction, the Electronic Banking service in question and the individual and accumulated amounts.

The "CLIENT" may not modify the designated means of notification through ATMs and Point of Sale Terminals. The purpose of such notification is, among others, to avoid possible fraud in the products or services contracted by the "CLIENT" to which this chapter applies.

#### **LIMITS OF INDIVIDUAL AND AGGREGATE DAILY AMOUNTS.**

**EIGHTEENTH. LIMIT OF TRANSACTIONS.** "INTERCAM BANCO" may allow the "CLIENT" to establish LIMITS OF AMOUNT FOR THE MONETARY TRANSACTIONS 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 agreement, in the formats that are available at the branches of the BANK, prior identification.

The "CLIENT" shall establish limits of amount for transfers of monetary resources to accounts of third parties and other institutions as well as for payment of taxes, for the services of Internet Banking, Voice to Voice Telephone Banking, Audio Response Telephone Banking and Mobile Banking, as well as reduce them.

In the case of Automatic Teller Machines, "INTERCAM BANCO", without its responsibility, reserves the right to decline operations when they exceed the daily accumulated amount per account of Medium Value Money Transactions.

In no case the accumulated amount of the Monetary Transactions made by a User through Mobile Payment, even when associated with up to two cards or bank accounts, as the case may be, may exceed the equivalent in national currency of the Medium Value Monetary Transactions in one day and shall not exceed the equivalent in national currency of 4,000 UDIs per month. In the case of Micro Payment Monetary Transactions, the available balance of the account associated with the Mobile Telephone may not exceed the equivalent in local currency of 70 UDIs.

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

#### **MECHANISMS AND PROCEDURES FOR CANCELLATION OF THE CONTRACTING OF THE ELECTRONIC BANKING SERVICE, WHICH SHALL BE SIMILAR TO THOSE OF THE CONTRACTING ITSELF, CONSIDERING THE RESPONSE TIME OF THE REQUEST, USER SERVICE CHANNELS AND USER IDENTIFICATION AND AUTHENTICATION PROCEDURES.**

**NINETEENTH. MECHANISMS AND PROCEDURES FOR CANCELLATION.** Through a branch of "INTERCAM BANCO" in written form, the "CLIENT" may CANCEL THE SERVICE through electronic means that he/she desires, 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 in a maximum term of 48 hours from the registration of the cancellation request, as long as the "CLIENT" has no outstanding debts to cover.

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

**TWENTY. 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, or one in the case of Mobile Payment, ATMs and Point of Sale Terminals.
- b) When in the course of a Session of the Internet Banking service, "INTERCAM BANCO" identifies relevant changes in the communication parameters of the Electronic Media.
- c) Prevent simultaneous access, through the use of the same User Identifier to more than one Session in the Internet Banking service.

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

- a) Request the information it deems necessary to define the habitual use it makes of the Electronic Banking services.
- b) Apply preventive measures, including but not limited to: the suspension of the use of the Electronic Banking service or of the operation to be carried out, when they have elements that lead to presume that the User Identifier or the Authentication Factors are not being used by the User.

Likewise, and at its own discretion, "INTERCAM BANCO" may temporarily or permanently suspend the rights of the "CLIENT" to use the electronic media when it has elements that make it presume that the Access Codes are not being used by the "CLIENT", or if it considers that their use violates the terms of this document or that their use may harm the interests of other clients or suppliers, "INTERCAM BANCO" or the financial entities related to "INTERCAM BANCO", or if it detects errors in the instruction in question.

For this purpose, the "CLIENT" accepts that in the aforementioned cases, "INTERCAM BANCO" may restrict for up to fifteen working days the availability 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, and may extend the aforementioned term for up to ten more working days, provided that the competent authority has been notified of probable illicit acts committed by virtue of the respective transaction.

Notwithstanding the provisions of the preceding paragraph, when "INTERCAM BANCO" by reason of the aforementioned investigations, has evidence



that the respective account was opened with false information or documentation, or that the means of identification agreed for the performance of the transaction in question were used improperly, it may charge the respective amount in order to be credited to the account from which the corresponding resources came from.

When "INTERCAM BANCO" has mistakenly credited funds in any of the accounts held by the "CLIENT", it may charge the respective amount to the account in question for the purpose of correcting the error.

The use of the means of identification referred to in this instrument, 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 probative value.

## CHAPTER VII OF REPURCHASE AGREEMENTS OF BANK SECURITIES AND GOVERNMENT SECURITIES

**FIRST.** The purpose of these clauses is to regulate the repurchase transactions entered into by "INTERCAM BANCO" and the "CLIENT" in connection with "Bank Securities" or "Government Securities". For such purposes, "Banking Securities" shall be understood as debt securities with secondary market registered in the National Securities Registry (RNV) issued, accepted, endorsed or guaranteed by Credit Institutions, among them: term certificates of deposit, bankers' acceptances, promissory notes with yields payable at maturity, commercial paper with bank guarantees, bank bonds and bank stock certificates, and "Government Securities" shall mean securities registered in the RNV issued or guaranteed by the Federal Government of the United Mexican States, including Federal Treasury Certificates denominated in Mexican pesos (CETES); Federal Government Development Bonds denominated in local currency (BONDES) or in investment units (UDIBONOS), debt securities of the United Mexican States placed in international markets and registered in the RNV (BONOS UMS), and securities issued by the Institute for the Protection of Bank Savings, for which Bank of Mexico acts as financial agent for the issuance, placement, purchase and sale in the domestic market (SAVINGS PROTECTION BONDS) (BPAs). The above list is illustrative and not limiting, and shall be deemed modified to the extent that the "Rules to which credit institutions, brokerage firms, investment funds, investment companies specializing in retirement funds, and rural finance companies must abide in their repurchase transactions", issued by Bank of Mexico to allow repurchase transactions with other debt instruments, are modified. The "Bank Securities" and "Government Securities" will be jointly referred to as "Reportable Securities".

**SECOND.** "Government Securities" and "Bank Securities" will be kept on deposit with S.D. Ineval Institucion para el Deposito de Valores, S.A. de C.V., Bank of Mexico or with the institution determined by the National Banking and Securities Commission or Bank of Mexico itself. Transfers and other transactions permitted with "Reportable Securities" will be carried out through the corresponding depository institution, through the depositors authorized to deposit "Reportable Securities" in such institutions.

**THIRD.** In the repurchase transactions on "Reportable Securities" entered into by the parties, "INTERCAM BANCO" will invariably act as the reported party and the "CLIENT" as the reporter, consequently "INTERCAM BANCO" undertakes to transfer the ownership of the Reportable Securities to the "CLIENT" and the latter undertakes to pay a determined sum of money and to transfer to "INTERCAM BANCO", the ownership of other securities of the same kind within the agreed term, against the reimbursement made by "INTERCAM BANCO" of the same price plus the agreed premium, if any.

The parties, when entering into each transaction, shall determine the closing date of the transaction; name and password of the account executive of "INTERCAM BANCO" involved in the transaction, type of security, issuer, series, issue password, number of units, agreed price and the premium.

The arrangement of repurchase transactions shall be carried out verbally, telephonically, electronically (computer or telecommunications systems) using the systems that "INTERCAM BANCO" makes available to the "CLIENT" (subject to the terms and conditions that are determined for its use) or in written form. "INTERCAM BANCO" will confirm these operations by issuing on the same day of their conclusion, a voucher that will be kept at the disposal of the "CLIENT" in the terms it deems convenient and in the account statement that in accordance with this Agreement, it will make available to the "CLIENT". If the "CLIENT" does not object to the confirmations or the account statement, such operations shall be deemed accepted.

**FOURTH.** The maximum term of all repurchase transactions shall be 360 (three hundred and sixty) days from the date of execution of the transaction in question; no repurchase transaction shall extend beyond the corresponding maturity date of the securities subject to the transaction.

The operations entered into by the parties may not be extended beyond the date that is two business days prior to the maturity date of the "Reportable Securities" object of the operations.

When the amount of the "Reportable Securities" object of the Repurchase Agreement is modified at the rate of the premium originally agreed, it shall be understood that it is a new operation and the first operation agreed upon must be settled under the terms of these clauses.

**FIFTH.** The price agreed in each repurchase agreement will be adjusted, if applicable, to the limitations set forth in the general provisions issued by Bank of Mexico. The premium of the repurchase transactions will be determined by applying to the price set in each transaction, the rate agreed upon by the parties in each transaction in percent per annum, for the term elapsing from the date of execution of the transaction until the day on which the repurchase agreement must be settled. Such premium shall be paid upon settlement of the transaction; however, in the event of extensions, upon formalization thereof, the amount of the premium accrued up to that time shall be paid.

**SIXTH:** The payment of the repurchase shall be made on the agreed date; if the term of the repurchase expires on a day that is not a business day, it shall be understood to be extended to the first following business day.

**SEVENTH.** Pursuant to the provisions of Section IV of Article 54 (fifty-four) of the Law of Credit Institutions, if on the date on which the transaction must be settled, the borrower does not settle it, the Repurchase Agreement shall be deemed abandoned, extinguishing the obligation of the Seller provided for in Clause THREE of this chapter of the Agreement. Notwithstanding the foregoing, the repurchase agent may demand payment of the established premium, as well as the resulting differences payable by the latter, taking as a basis for determining such differences, the average purchase



price offered on the Exchange by credit institutions for repurchase transactions, with the exception of the so-called "Same Day Value", corresponding to the second business day following the date on which the transaction should have been settled or, in the absence thereof, the last date on which such price is available.

The term set for the maturity of each transaction may only be terminated in advance when there is an agreement between the parties and the provisions of Bank of Mexico in effect allow it. The early settlement must include the totality of the "Reportable Securities" reported and the premium must be settled in terms of term and equivalent rate according to the original conditions of the transaction and the term actually elapsed. In those cases in which Bank of Mexico establishes special requirements for the early maturity of repurchase transactions with "Reportable Securities", such requirements shall be understood as incorporated to this Clause and shall be applicable to the repurchase transactions entered into by "INTERCAM BANCO" and the "CLIENT".

**EIGHTH:** The transfer of the Securities and the respective funds shall be made on the same day of the corresponding contracting. In the case of settlement of transactions, the respective securities and funds shall be delivered precisely on the day of expiration of the term of the transaction.

In the event that the depository institution of the "Reportable Securities" and/or the authority impose charges or penalties for failure to transfer the "Reportable Securities" or cash involved in the transaction, the defaulting party shall compensate the other party for the amount of such charges or penalties based on the information provided by the referred institutions.

In addition, in the event that the "CLIENT" incurs in arrears, it shall pay to "INTERCAM BANCO", a penalty equal to 25% (Twenty-five percent) per month of the amount of the charge or penalty imposed. The terms shall be computed on the basis of a commercial factor of one year of 360 (three hundred and sixty) days and for the number of days elapsing between the event giving rise to the payment of the penalty and the date on which the principal sum and the corresponding accessories are settled.

**NINTH.** All repurchase transactions entered into between "INTERCAM BANCO" and the "CLIENT" shall be settled in national territory and currency. All calculations shall be made in accordance with the formula of the commercial year of 360 (three hundred and sixty) days times the number of calendar days actually elapsed in the transaction in question.

In transactions on "Reportable Securities" which price or premium may be agreed upon in foreign currency, compliance with such obligations shall be made in local currency, calculating their respective equivalence at the exchange rate determined for such purpose in general provisions by the authorities or, in the absence thereof, by the one freely agreed upon by the parties. All transactions must be settled in national territory and currency on the agreed date.

If the term expires on a day that is not a business day, it shall be understood to be extended to the first following business day. Calculations shall be made in accordance with the formula for the business year referred to above.

In order to settle transactions in "Reportable Securities", the parties undertake to give the necessary instructions so that whoever has custody of such "Reportable Securities" (directly or through the authorized depositories) makes the corresponding transfer in favor of its counterparty, on the same day on which it has been agreed that such transactions should be settled.

Regarding cash, the payment of the transactions shall also be made on the agreed date through the mechanisms established in regulatory provisions or in procedures established by the authorities or the depository institutions of the "Reportable Securities" or, in the absence thereof, under the terms of this Agreement.

If this Agreement is terminated, the operations in force on the date of termination, entered into prior to said date, shall continue to be governed by these clauses until their total liquidation.

**TENTH.** In the execution of repurchase transactions, in addition to these clauses, the applicable legal provisions shall be observed, as well as the rules determined by Bank of Mexico, by means of general rules.

**ELEVENTH.** The execution of repurchase transactions of debt securities other than those indicated in this Chapter shall be governed by the terms of the agreement entered into by the "CLIENT" with "INTERCAM BANCO" and by the applicable provisions of Chapter I of Title II of the General Law of Securities and Credit Transactions.

## CHAPTER VIII THE MERCANTILE COMMISSION

**FIRST.** "INTERCAM BANCO" shall perform on behalf of "CLIENT" acts of commerce consisting of buying, selling, pledging, administering and, in general, carrying out, in accordance with the applicable legal provisions, any operation or business whose subject matter are "Government Securities" or "Bank Securities" or any other "Private Debt Securities".

**SECOND:** For the purposes of the FIRST Clause of this chapter, it shall be understood as follows:

Government Securities: means Federal Treasury Certificates denominated in Mexican pesos (CETES); Federal Government Development Bonds denominated in Mexican pesos (BONDES) or in investment units (UDIBONOS); debt securities of the United Mexican States placed in international markets and registered in the National Securities Registry (BONOS UMS), and securities issued by the Institute for the Protection of Bank Savings, for which Bank of Mexico acts as financial agent for the issuance, placement, purchase and sale in the domestic market (SAVINGS PROTECTION BONDS) (BPAs).

Banking Securities: Term certificates of deposit, bankers' acceptances, promissory notes with yields payable at maturity, bank bonds, commercial



paper with bank guarantees, bank bonds and bank stock certificates; or any others that may be issued by the Development Bank and authorized by Bank of Mexico as an investment object of this type of operation.

Private Debt Securities: Any debt securities issued by private legal entities.

The foregoing list is illustrative and not limiting, and shall be understood to be modified to the extent that the applicable provisions of Bank of Mexico are modified.

**THIRD.** The investment of the resources that the "CLIENT" delivers to "INTERCAM BANCO" under the terms of Clause ONE of this Chapter of the Agreement, will be subject to written confirmation by "INTERCAM BANCO" as to the terms and rates of return. Once the terms of the operation are accepted by the parties, "INTERCAM BANCO" will grant a receipt to the "CLIENT" stating such acceptance and detailing the final conditions of the investment made.

**FOURTH.** "INTERCAM BANCO" is authorized to perform this commission by itself or through a legally authorized intermediary, thus delegating the charges received by the "CLIENT".

**FIFTH.** For the performance of the services subject of this chapter of the Agreement, and the use of the various facilities, equipment and network of branches necessary for the handling of the operations, "INTERCAM BANCO" may charge the "CLIENT" the amount of the commissions that are established in the appendix of commissions of this Agreement or those that at the time are made known to the "CLIENT" through the means established in this instrument.

**SIXTH.** This Chapter of the Agreement shall be governed by the provisions of the Commercial Commission in Title Three of Book Two of the Commercial Code and other applicable provisions, with the limitations contained in the other Clauses.

**SEVENTH.** The "CLIENT" declares that it has been made unequivocally aware of the following transcribed content of section XIX paragraph b) of article 106 of the Law of Credit Institutions. "Article 106. - The Credit Institutions shall be prohibited from:..... XIX. In the performance of the transactions referred to in Section XV of Article 46 of this law:... b) To respond to the trustors, principal or principals, for the default of the debtors, for the credits granted, or of the issuers, for the securities acquired, unless due to their fault, as provided in the final part of Article 391 of the General Law of Credit Instruments and Transactions, or to guarantee the receipt of yields for the funds whose investment is entrusted to them.

If at the end of the trust, mandate or commission constituted for the granting of credits, these have not been liquidated by the debtors, the institution must transfer them to the trustor or trustee, as the case may be, or to the principal or principals, refraining from covering the amount thereof. In the trust, mandate or commission contracts, the provisions of this subsection and a declaration of the trustee in the sense that it unequivocally made known its contents to the persons from whom it has received property or rights for its fiduciary assignment, shall be inserted in a notorious manner;"

**EIGHTH.** The duration of this Commission is indefinite, and may be terminated by notice from the "CLIENT" to "INTERCAM BANCO" given in writing 15 (fifteen) business days in advance, being the "CLIENT" bound to the results of the operations already performed at the time of such notice.

**NINTH.** The investment operations object of this chapter of the Agreement, will be carried out only by means of debits and credits to the accounts of the "CLIENT" indicated by him. The "CLIENT" expressly authorizes "INTERCAM BANCO" to charge to the "ACCOUNT" indicated as "main account", the amount of the investment ordered and undertakes to provide the necessary funds to cover the amount of the operations.

For its part, "INTERCAM BANCO" will credit to such accounts, upon maturity of the investment, the amount of the principal and the corresponding interest. The "CLIENT" may withdraw his investment, according to the type of account that has served as "main account", electronically, by writing checks or signing internal charges that will affect his "ACCOUNT".

**TENTH.** In the event that there are insufficient funds to cover the operation ordered by the "CLIENT" and an overdraft is caused in the respective "main account", "INTERCAM BANCO" will charge interest to the "CLIENT" on the amount of such operation at a rate equal to the result of multiplying by a factor of three the Equilibrium Interbank Interest Rate for a term of 28 (twenty-eight) days or the term that replaces this that has been published in the Official Gazette of the Federation on the day of the overdraft, calculated for all the time that the respective charge remains uncovered. The amount of interest shall be charged to the respective "main account".

**ELEVENTH.** The "CLIENT" declares that he/she knows the risks involved in the investment in securities as well as in debt or capital instruments, and that the resources that will be used for the operations provided by this Clause are of lawful origin, in accordance with and for the purposes of Article 400 (four hundred) Bis of the Federal Criminal Code and that he/she knows the applicable penalties for illicit financial transactions.

"INTERCAM BANCO" does not assume any responsibility regarding the authenticity, legitimacy or validity of the Securities it acquires on behalf of the "CLIENT", nor regarding the goodness of the same nor the solvency of their issuers, nor the truthfulness of the information contained in the prospectuses issued by them.

#### **CHAPTER IX OF THE CONCLUSION OF TRANSACTIONS FOR THE PURCHASE AND SALE OF INVESTMENT FUND SHARES**

**FIRST.** In this act the "CLIENT" grants to "INTERCAM BANCO" a general mandate in the nature of a commercial commission for the latter to perform on behalf of the former acts of commerce consisting of: receive funds for the acquisition of shares representing the capital stock of investment funds



("THE SECURITIES"); sell, manage and deposit the "THE SECURITIES" that "INTERCAM BANCO" distributes; act as its representative in shareholders' meetings in the exercise of its corporate and patrimonial rights and carry out any other operation or movement authorized by the Investment Funds Law and the general provisions emanating therefrom, in the account of the "CLIENT", and carry out in general, any act related to "THE SECURITIES" distributed by "INTERCAM BANCO".

The general mandate mentioned in the preceding paragraph does not require that the corresponding power of attorney be granted in a Public Deed.

**SECOND.** The parties agree that the purchase and sale transactions of "THE SECURITIES" shall be subject to the terms and conditions set forth in this instrument and, specifically, in the prospectuses of the investment funds whose shares are distributed by "INTERCAM BANCO".

In any case "INTERCAM BANCO" will act subject to the express instructions of the "CLIENT". If in the opinion of "INTERCAM BANCO" it is necessary to confirm any instruction of the "CLIENT", it will request it to the latter, so as long as it does not receive written confirmation from the latter, it will not be obliged to carry out the operation requested through the instruction.

**THIRD:** The CLIENT shall deposit in the bank account indicated by "INTERCAM BANCO", the necessary resources to satisfy its instructions for the purchase of "THE SECURITIES", prior to such instruction. In no case shall "INTERCAM BANCO" be obliged to satisfy the instructions of the "CLIENT", if there are no credit balances available in the account of the latter to execute the related instructions or if the "CLIENT" has not provided it with the necessary resources or securities to do so.

**FOURTH.** The parties agree that the purchase and sale transactions of "THE SECURITIES" that as a consequence of the instructions of the "CLIENT" are carried out, shall be made with the exception set forth in the following paragraph, at the updated valuation price determined by the entity that provides share valuation services to the investment funds which shares are distributed by "INTERCAM BANCO" and that shall be disclosed to the public in the manner determined by the Investment Funds Law.

The "CLIENT" acknowledges that at the price indicated in the next paragraph above, the investment funds which shares are distributed by "INTERCAM BANCO" may apply maximum spreads of over and under valuation, based on the general provisions issued by the National Banking and Securities Commission, to protect the interests of the public.

**FIFTH.** By virtue of the provisions of the Investment Funds Law, "INTERCAM BANCO" shall be excused, without liability, from complying with the instructions of the "CLIENT" that contravene the provisions of said Law, general provisions derived therefrom and other applicable regulations, and shall express to the "CLIENT" in written form the reasons for the refusal, reason for which the "CLIENT" has the obligation to refrain from ordering the arrangement of operations contrary to the legal provisions in force.

**SIXTH.** The "CLIENT" expressly agrees to comply with the obligations contracted by "INTERCAM BANCO", on its behalf, with the persons contracted by it under the terms of this instrument.

**SEVENTH.** The instructions for the purchase and sale of "THE SECURITIES" will be submitted by the "CLIENT" to "INTERCAM BANCO" through the attorneys-in-fact authorized by the National Banking and Securities Commission to execute transactions. The aforementioned instructions may be transmitted by any of the means provided in this Agreement.

**EIGHTH.** The parties agree, in order to give "INTERCAM BANCO" the opportunity to process the purchase and sale instructions of "THE SECURITIES" formulated by the "CLIENT", that the latter may only instruct purchases or sales of "THE SECURITIES" 15 (fifteen) minutes before the end of the hours established in the prospectuses of the respective investment funds, every business day marked in the stock exchange calendar. The instructions received at a time other than the aforementioned, will be processed in accordance with the provisions set forth in the aforementioned prospectus for the purchase and sale instructions that are processed after the hours established in the corresponding prospects.

**NINTH.** The parties agree that "INTERCAM BANCO" will provide the "CLIENT" with the deposit and custody service of "THE SECURITIES" that the "CLIENT" entrusts to it for such purpose and of the resources that it delivers to it for the execution of the operations, in the terms established in Article 51 (fifty-one) of the Investment Funds Law.

In the case of cash, when for any circumstance "INTERCAM BANCO" cannot apply the resources of the "CLIENT" to the purpose indicated by the latter, on the same day of their receipt, "INTERCAM BANCO" shall, if the impediment persists, deposit them in an account different from those that are part of its assets.

**TENTH.** The parties agree that "INTERCAM BANCO" will open an account for the "CLIENT" in which will be registered the transactions entered into, the deliveries and withdrawals of funds made by the "CLIENT", the amount of sale of "THE SECURITIES" and, in general, any balance in favor or against the "CLIENT".

Derived from the nature of the investments in the securities market that are the subject of this Chapter and in accordance with the terms of the Securities Market Law, the parties acknowledge that "INTERCAM BANCO" assumes no obligation to guarantee returns, nor shall it be liable for any losses that the "CLIENT" may suffer as a consequence of the transactions entered into under this Agreement.

**ELEVENTH.** The statement of account delivered by "INTERCAM BANCO" to the "CLIENT" shall include a list of all transactions carried out, reflecting the position of "THE SECURITIES" and resources of the "CLIENT" as of the last business day of the period and the position of "THE SECURITIES" and resources of the previous period, as well as, if applicable, the notices and information set forth in Article 61 Bis (sixty-one Bis) of the Investment Funds Law.



The account statements shall be sent precisely to the last address that the "CLIENT" has notified to "INTERCAM BANCO" or made available to him/her through the Internet page of "INTERCAM BANCO" and, if expressly agreed, to the e-mail address that the "CLIENT" has notified to "INTERCAM BANCO". The "CLIENT" may request that his/her account statement be held at the offices of "INTERCAM BANCO".

In any case, the entries included in the account statements sent by "INTERCAM BANCO" to the "CLIENT", which the latter reviews on the Internet page or at the offices of the former, may be objected in written form or through any means agreed upon in this Agreement and accepted by the parties, within 90 (ninety) business days following the date of issuance, with the understanding that if such entries are not objected by the "CLIENT" within the term indicated, they are presumed to be consented to and confirmed by the "CLIENT".

Likewise, so that the "CLIENT", if applicable, may make objections in time, "INTERCAM BANCO" will have a copy of said document available to him/her, as of the business day following the cutoff, at the office where the account is managed.

**TWELFTH.** The "CLIENT" EXPRESSLY authorizes "INTERCAM BANCO" to charge the following items, among others, to his account:

1. The amount of the operations that "INTERCAM BANCO" carries out in compliance with the mercantile commission.
2. The remunerations that "INTERCAM BANCO" accrues, in accordance with the tariffs or rates established for each operation or service, and if these do not exist, those that the parties have agreed upon.
3. The fee that "INTERCAM BANCO" charges for the administration of the account.
4. The taxes derived from the operations subject of this Agreement, in terms of the tax legislation.
5. The interest on debts in terms of Clause THIRTEENTH of this Chapter.
6. The commissions that, if applicable, "INTERCAM BANCO" may charge for the following concepts:
  - a) Failure to comply with the minimum investment balance established in the current prospects of each investment fund managed or distributed by "INTERCAM BANCO".
  - b) Failure to comply with the minimum term of permanence indicated in the prospects of each investment fund managed or distributed by "INTERCAM BANCO".
  - c) Purchase or sale of shares of the investment funds.
  - d) Deposit and custody service of "THE SECURITIES".
  - e) Issuance and/or mailing of account statements.
  - f) Account individualization service.
  - g) Payment service to third parties, referenced deposits or any other payment service.
  - h) Other services that "INTERCAM BANCO" provides to the "CLIENT" and are accepted by the parties.

The "CLIENT" accepts that the periodicity and calculation procedure of the above mentioned commissions will be established in the prospect of information to the investing public of each investment fund, and the amount of the same will be informed in the electronic page of "INTERCAM BANCO".

The parties agree that the increases or decreases in the commissions that "INTERCAM BANCO" intends to charge, will be notified to the "CLIENT" 30 (thirty) calendar days prior to their entry into force, through a notice attached to the statement of account, or to the e-mail registered by the "CLIENT" that is in the systems of "INTERCAM BANCO" and/or through the web page of "INTERCAM BANCO". In the event that the "CLIENT", due to increases or decreases in commissions, does not wish to remain in the investment fund, he/she shall have the right to have "THE SECURITIES" repurchased at the valuation price, for which he/she shall have a term of 30 calendar days from the date on which the aforementioned changes were notified. Once said term has elapsed, the increases or decreases shall take full legal effect. Prior to the termination of the established term, any act or instruction made by the "CLIENT", shall be considered as an acceptance to the referred increases or decreases, taking full legal effect.

**THIRTEENTH.** The interest that will be paid on the amounts that the "CLIENT" owes to "INTERCAM BANCO" or the latter to the former for any concept, due to the performance of the legal acts subject of this Agreement, will be one point five times the 28-day interbank equilibrium interest rate (TIIE), corresponding to the period in which the amounts are in arrears.

**FOURTEENTH.** The parties recognize that all "THE TITLES" and resources owned by the "CLIENT" registered in the account referred to in Clause TEN of this Chapter, are understood to be especially and preferentially destined to the payment of remunerations, interests, expenses or any other debt in favor of "INTERCAM BANCO" due to the provisions of this Agreement, therefore the "CLIENT" may not withdraw "THE TITLES" or resources without satisfying its debts.

**FIFTEENTH.** The parties agree that "INTERCAM BANCO" may disclose to the "CLIENT" the information detailed below, through any of the following





mechanisms:

(i) deliver to the "CLIENT" such information in printed form, or.

(ii) make the information available to the "CLIENT", using any of the following means:

a) at the branches of "INTERCAM BANCO";

b) through the Internet web page of "INTERCAM BANCO"; or

c) through the sending to the "CLIENT" by "INTERCAM BANCO" of notices or documentation related to investment funds, by certified mail or through specialized courier companies, with the periodicity that "INTERCAM BANCO" deems convenient.

The parties agree that through any of the mechanisms set forth in the preceding paragraph, "INTERCAM BANCO" will disclose to the "CLIENT" the following information, when it deems it convenient or must do so under the terms of the regulations:

(i) the prospects of information to the investing public, including any updates or modifications, if any.

Both the prospects as well as the updates or modifications shall be available at all times to the "CLIENT" for its analysis, consultation and conformity, through the mechanisms established in paragraphs a) and b) of item (ii) above.

The "CLIENT" declares its consent and conformity for the approval of the prospectus and its modifications, through the means specified above.

(ii) the simplified prospect or prospects of the investment funds in which the "CLIENT" invests. These simplified prospectuses shall be available at all times to the "CLIENTS" for its analysis, consultation and conformity, through the mechanisms established in letters a) and b) of numeral (ii), above.

(iii) the concepts and the specific amount of the commissions that the "CLIENT" shall cover for the operations and services that it enters into or receives when acquiring or disposing of shares of investment funds.

(iv) the increases or decreases in the commissions that "INTERCAM BANCO" and, if applicable, the investment funds to which it provides the share distribution service, intend to carry out.

(v) the financial ratio resulting from dividing the sum of all costs, commissions or remunerations accrued or paid during the month in question by the average net assets of the mutual fund itself during such month. "INTERCAM BANCO" shall inform the "CLIENT" of this information on a monthly basis, through the mechanisms set forth in paragraphs a) and b) of item (ii) above.

(vi) any notice that "INTERCAM BANCO" must give to the "CLIENT" in relation to Investment Funds.

(vii) the portfolio of the investment funds in which it invests.

Likewise, the parties agree that it will be through the prospectus of information to the investing public, including its modifications, in the terms previously mentioned, where "INTERCAM BANCO" will inform the "CLIENT" that it has shares representing the capital stock of both equity investment funds and debt instruments:

(i) the terms, conditions and procedures regarding the calculation of the commissions to be charged.

(ii) the periodicity in which the commissions will be charged and the advance notice with which it will be informed, with respect to the increases or decreases that are intended to be carried out.

(iii) the results obtained on the performance of the shares representing the capital stock of the investment funds, including the fees referred to or calculated for the performance of the asset manager.

(iv) any information regarding commissions that may be charged by the operating or distributing company, as well as the commissions derived from remuneration paid to the service providers referred to in the Investment Funds Law.

(v) the type of persons who may acquire the shares representing its capital stock, which, if applicable, may be differentiated according to the different series and classes of shares.

(vi) the characteristics, rights and obligations, if any, granted by the different series and classes of shares representing the capital stock, the detailed policy for the purchase and sale of such shares, the anticipation with which the related orders must be submitted, the days and hours of operation and the maximum holding limit per investor. "INTERCAM BANCO" shall make available to the "CLIENT" the updated prospect of information to the investing public, its amendments or addenda, and shall deliver the simplified prospectus as often as it deems convenient.

In view of the foregoing, the "CLIENT" undertakes to know the contents of the prospect of information to the investing public related to the investment fund whose shares it intends to acquire, as well as the amendments thereto, in order to evaluate the characteristics of such investment fund, its objectives and the risks that may derive from the management of such securities, prior to making the respective acquisition.

**SIXTEENTH.** "INTERCAM BANCO" will allow the "CLIENT", through the account statement issued to it, on behalf of the investment funds of which the



"CLIENT" is a shareholder, to have timely information regarding the percentage of its shareholding per investment fund, so that the "CLIENT" is able to comply with the provisions of the respective prospectuses, in accordance with Article 14 (fourteen) of the Investment Funds Law.

**SEVENTEENTH.** In the event that the modifications made to the prospectus of information of the investment funds distributed by "INTERCAM BANCO", are related to the investment regime or acquisition of own shares, "INTERCAM BANCO" on behalf of the investment funds, will send to the "CLIENT" a notice informing such fact, within 5 business days after the notification of the authorization of such changes by the National Banking and Securities Commission, indicating the place or means through which they may access their consultation; This may be done through the account statements.

In the event that the "CLIENT" does not agree with the amendments referred to in the next paragraph above, he/she shall have 30 (thirty) business days from the date on which he/she was notified of the amendments, to request "INTERCAM BANCO" to repurchase the shares of the respective investment fund, without the application of any differential. The "CLIENT" acknowledges that once said term has elapsed without requesting the repurchase of the shares, the authorized amendments to the prospectus shall take full legal effect. Prior to the expiration of the established term, any instruction from the "CLIENT" for the execution of purchase and sale transactions of the referred shares of the investment funds, shall presume the consent of the "CLIENT" regarding the aforementioned modifications to the information prospect.

**EIGHTEENTH.** The parties agree that at the time of the purchase of shares representing the capital stock of investment funds by the "CLIENT", it shall be understood that:

- (i) the "CLIENT" reviewed the prospectus of information to the investing public;
- (ii) accepted the terms of the respective prospectus of information to the investing public;
- (iii) expressed its conformity with respect to any other information other than the prospectus of information to the investing public referred to in this Clause and made known by "INTERCAM BANCO" through the agreed mechanisms. The consent of the "CLIENT" expressed in the manner provided herein, shall release "INTERCAM BANCO" and the investment fund in question from all liability.

**NINETEENTH.** The term of this Chapter is indefinite, and may be terminated by written notice from either party to its counterparty, with at least 30 (thirty) calendar days in advance, being the "CLIENT" bound to the results of the operations already performed at the time of such notice.

The "CLIENT" authorizes "INTERCAM BANCO" to terminate the contractual relationship arising from this Chapter, if it does not maintain the minimum investment amounts established as internal policy. In this case, the "CLIENT" authorizes "INTERCAM BANCO" to transfer the securities it may have in its possession to a concentrator account.

**TWENTY.** The purchase and sale operations of shares representing the capital stock of investment funds, object of this chapter of the Agreement, will be carried out only by means of debits and credits to the accounts of the "CLIENT" indicated by him. The "CLIENT" expressly authorizes "INTERCAM BANCO" to charge to the "ACCOUNT" indicated as "axis", the amount of the investment ordered and undertakes to provide the necessary funds to cover the amount of the operations.

For its part, "INTERCAM BANCO" will credit to such accounts, the shares representing the capital stock of investment funds acquired on behalf of the "CLIENT".

**TWENTY-FIRST.** In the event that there are insufficient funds to cover the operation ordered by the "CLIENT" and an overdraft is caused in the respective "main account", "INTERCAM BANCO" will charge interest to the "CLIENT" on the amount of such operation at a rate equal to the result of multiplying by a factor of three the Equilibrium Interbank Interest Rate for a term of 28 (twenty-eight) days or the term that replaces this that has been published in the Official Gazette of the Federation on the day of the overdraft, calculated for all the time that the respective charge remains uncovered. The amount of interest shall be charged to the respective "main account".

**TWENTY SECOND.** The "CLIENT" declares that he/she is aware of the risks inherent to the execution of transactions for the purchase and sale of shares representing the capital stock of investment funds and that the resources to be used in the transactions contemplated in this chapter are of lawful origin, in accordance with and for the purposes of Article 400 (four hundred) Bis of the Federal Criminal Code and that he/she is aware of the applicable penalties for illicit financial transactions.

The "CLIENT" will not have the rights provided in Articles 144, 163, 184 and 201 of the General Law of Commercial Companies with respect to the securities issued by the funds, in accordance with the second paragraph of Article 14 Bis 2 of the Investment Funds Law.

"INTERCAM BANCO" assumes no responsibility whatsoever with respect to the authenticity, legitimacy or validity of the shares representing the capital stock of the investment funds it acquires on behalf of the "CLIENT", nor with respect to the goodness of the same or the solvency of their issuers, nor the veracity of the information contained in the prospectus issued by them to the public.

## **CHAPTER X THE CONCLUSION OF TRANSACTIONS FOR THE PURCHASE AND SALE OF FOREIGN EXCHANGE AND PRECIOUS METALS**

**FIRST.** Under this Chapter, the parties may enter into transactions for the purchase and sale of Foreign Currency and Precious Metals on a regular basis, both parties being authorized to act both as buyer and seller.

**SECOND:** For the purposes of Clause ONE of this Chapter, the following definitions shall apply:

**Countervalue:** In respect of a Transaction, the amount in Pesos, resulting from multiplying the amount of Foreign Currency by the Exchange Rate.



**Business Day:** That which is a banking business day both in the United Mexican States and in the market or markets in which the Foreign Currency or Precious Metals that are the object of the Transaction are delivered or received.

**Foreign Currency:** The 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 on the Date of Conclusion of each Transaction.

**Dollars:** The legal tender in the United States of America.

**Date of Conclusion:** The Business Day on which the parties agree on a Transaction.

**Settlement Date:** The Business Day on which the compliance of the obligations agreed in the Transaction shall be due, which may be the same Date of Execution (Same Day Value Date), the immediately following Business Day (24 hours TOM Value Date), or the second Business Day following the Date of Execution of the Transaction (48 hours SPOT Value Date), or the third Business Day following the Date of Execution (72 hours Value Date), or the fourth immediately following Business Day (96 hours Value Date).

**Default Charges:** These are the costs that "INTERCAM BANCO" will charge to the "CLIENT" in accordance with the provisions of this Agreement, in case the "CLIENT" does not settle the counter value of the "TRANSACTIONS" made.

**Precious Metals:** Gold and silver.

**Transaction:** That purchase and sale 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:** The legal tender in the United Mexican States.

**Exchange Rate:** Regarding each Transaction, the price/amount agreed in Pesos that the buyer shall pay for each unit of Currency that it acquires, which shall be freely agreed upon by the parties on the Execution Date.

**THIRD.** Derived from each one of the Transactions, the parties will carry out spot sales and purchases of Foreign Currency, in which, depending on the nature in which they act, either as sellers, they will transfer the ownership of the Foreign Currency, or, as buyers, they will pay for them the corresponding Countervalue (Pesos or Foreign Currency, previously agreed upon by the parties), precisely on the Settlement Date and according to the Exchange Rate for each one of the Transactions.

For purposes of this Agreement, a Transaction shall be deemed to have been entered into when it is agreed at least: (i) the amount and Currency to be bought and sold in the Transaction in question; (ii) the Exchange Rate to determine the Countervalue of the Transaction; (iii) the Execution Date; and (iv) the Settlement Date.

The parties agree that the Transactions entered into under this chapter shall be executed on Business Days and may be agreed verbally, in written form, by telephone or by any other electronic, optical, computer or telecommunication means derived from technology and accepted by the parties.

In any case, the parties shall specify for each Transaction, the Currency, the Exchange Rate, the Countervalue, the Instrument and the Settlement Date.

**FOURTH.** The parties may settle the Transactions in Pesos or Currencies, by means of: (i) Cash; (ii) Check deposits; (iii) Electronic funds transfers; or (iv) with automatic charge to the "ACCOUNT" that serves as "main account" for purposes of this chapter, on the agreed Settlement Date, or with charge to any other account indicated by the "CLIENT" at the time of entering into the Transaction.

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.

"INTERCAM BANCO" will make the deposits or electronic transfers, to the "ACCOUNT" that serves as "main account" of this Agreement or to third party accounts that the "CLIENT" indicates through the means indicated in this instrument. The "CLIENT" shall make the aforementioned deposits or transfers to 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 duly credited and available the funds in such accounts.

The "CLIENT" acknowledges that all transactions requested must be paid in cash, except in the case that the "CLIENT" has a line of credit to cover the Transactions entered into under this chapter.

**FIFTH.** "INTERCAM BANCO", after the conclusion of the Transactions, shall prepare a voucher for each Transaction, which shall contain the necessary data for its identification, such as: (i) the amount, Currency and type of instrument that will be the object of purchase and sale in a Transaction; (ii) the Exchange Rate to determine the Countervalue of the Transaction, as well as its equivalent in Pesos; (iii) the Date of Conclusion and the Settlement Date, if applicable and (iv) any other obligation to be borne by the parties or any other term that the parties deem convenient. This voucher and the number of its accounting record shall be available to the "CLIENT" at the branch of "INTERCAM BANCO" where the Transaction was executed, as of the execution of the Transaction.

The objections that the "CLIENT" may have with respect to the Transactions, must be presented in writing addressed to "INTERCAM BANCO", with



acknowledgement of receipt by the person in charge of the Unit for the Attention of Consultations and Claims of "INTERCAM BANCO".

Once the Transaction has been settled, the Confirmation shall serve as the respective invoice, therefore, the latter shall meet the applicable fiscal requirements.

"INTERCAM BANCO" shall not be obliged to send account statements to the "CLIENT" regarding the Transactions entered into under this chapter. The list of the records of the Transactions carried out by the "CLIENT" will be available to him at the branches of "INTERCAM BANCO".

**SIXTH.** In the event that the "CLIENT" makes the payment of the related Operation by delivery of documents or credit securities that by their nature are received under the condition "unless good collection" and cannot be collected for reasons not attributable to "INTERCAM BANCO", it reserves the right to charge the "CLIENT", **in addition to the main lot, twenty percent of the amount of the returned document or credit instrument, 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 document or credit instrument, for late charges.**

In case of default in the payment of electronic or cash transfers for causes attributable to the "CLIENT", the rate indicated in this Clause will be applied.

Both principal and interest shall be payable without any deduction for or on account of any current or future taxes, duties or other charges established by the government of the United Mexican States or any of its political entities.

**SEVENTH.** The parties agree that it shall not be understood as a breach of the contents of this chapter by "INTERCAM BANCO" when Bank of Mexico or any competent authority orders the temporary suspension of the Operations.

Without prejudice to the obligations established in this Agreement, the "CLIENT" undertakes to:

I. I. Deliver to "INTERCAM BANCO" all documentation requested by it for compliance with the "General Provisions referred to in Article 115 of the Law of Credit Institutions", as well as the secondary provisions regarding the prevention of operations with resources of illicit origin.

II. In the event that in any Operation in which in the opinion of any national or foreign authority, it is considered that it has its origin in an illicit operation, the "CLIENT" agrees with "INTERCAM BANCO" to respond for the amount, penalties and defense costs that may arise, making the "CLIENT" directly responsible for the legal consequences that may arise, releasing "INTERCAM BANCO" from any civil, commercial, criminal, administrative, tax or any other liability that may arise therefrom. The "CLIENT" expressly declares under oath that the resources subject of this Agreement are the product of lawful activities.

#### **CHAPTER X Bis OF THE CONCLUSION OF FOREIGN CURRENCY PURCHASE AND SALE TRANSACTIONS "SPECIALIZED FX SERVICE".**

**FIRST. TRANSACTIONS.** Under this Agreement, the parties may carry out "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 character with 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 it is agreed at least: (i) the amount and type of "CURRENCY", which will be the object of purchase and sale in the "TRANSACTION" in question; (ii) the "EXCHANGE RATE" to determine the "COUNTERVALUE" of the "TRANSACTION"; (iii) the "CONCLUDING DATE" and (iv) The "SETTLEMENT DATE".

The "TRANSACTIONS" shall be agreed in "BUSINESS DAYS", by telephone, in written form 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.

**SECOND. 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-Agreement of this Agreement, 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 written form, 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 in accordance with 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 PERSONNEL" 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 PERSONNEL" shall be considered as a factor of the "CLIENT" for all legal purposes, therefore the "AUTHORIZED PERSONNEL" 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.

**THIRD. 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 "main" ACCOUNTS that the "CLIENT" indicates in the Application-Agreement of this Agreement or by means of written form.

The "CLIENT" may settle the "TRANSACTIONS" by deposit in the accounts that "INTERCAM BANCO" designates for such purposes, in the understanding that the "TRANSACTION" will be considered settled until the moment "INTERCAM BANCO" has duly credited and available funds in the referred accounts.

The parties agree to deliver the "CURRENCY" and/or the "PESOS" on the "DATE OF SETTLEMENT" in the available funds and free of any deduction or claim, with the exception of the deductions or withholdings of taxes that "INTERCAM BANCO" is obligated to make.

For non-compliance in the payment of electronic transfers or in cash for causes attributable to the "CLIENT", the rate indicated for "DEFAULT EXPENSES" in Clause Six of this Chapter will be applied.

**FOURTH. VOUCHERS.** "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 its accounting record number will be available to the "CLIENT" at the "INTERCAM BANCO" office where the "TRANSACTION" was entered into, as of the following "BUSINESS DAY" after the "TRANSACTION" was entered into.

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 "INTERCAM BANCO" office.

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 address of the "CLIENT", or by e-mail, according to the express instructions of the "CLIENT".

The "CLIENT" expressly agrees that he/she shall have a term of 24 (twenty-four) hours from the date of execution of the "TRANSACTION" to object to the same, provided that such objection is made in written form addressed to "INTERCAM BANCO" in which the receipt of the same by a legal representative of the "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".

"INTERCAM BANCO" shall not be obliged 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 carried out by the "CLIENT" will be available to him at the branches of "INTERCAM BANCO".

The "CLIENT" in terms of Clause Two of this Chapter authorizes and authorizes any of its "AUTHORIZED PERSONNEL" to receive and sign the confirmations and invoices generated on the occasion of the "TRANSACTIONS" entered into with "INTERCAM BANCO".

**FIFTH. PAYMENT OF THE COUNTERVALUE.** "INTERCAM BANCO" will only receive from the "CLIENT" deposits by means of checks or electronic transfer of funds in those checking accounts that "INTERCAM BANCO" has opened in its name in Credit Institutions, for which "INTERCAM BANCO" will inform the "CLIENT" the name of the banking institution and the account number to be used, if applicable, together with the personalized bank reference of the "CLIENT". Consequently, "INTERCAM BANCO" will not receive cash from the "CLIENT", neither in its offices nor in the bank accounts opened for such purpose. Likewise, "INTERCAM BANCO" will not recognize any cash delivery or deposit made in forms or means other than those indicated.

**SIXTH. PAYMENT OF TRANSACTIONS WITH CREDIT INSTRUMENTS.** In the event that the "CLIENT" makes the payment of any "TRANSACTION" by check, payment document or any other instrument received "subject to collection", issued by financial institutions, public or private, domestic 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 current Equilibrium Interbank 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 "DEFAULT 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.

**SEVENTH. MEANS TO ISSUE INSTRUCTIONS.** The "CLIENT" may issue instructions to "INTERCAM BANCO" to carry out "TRANSACTIONS" and make payments derived therefrom, personally, in writing or through "ELECTRONIC MEANS".



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

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

Finally, in this act the "CLIENT" releases "INTERCAM BANCO", its directors, employees, shareholders, and delegates from any liability that may arise from instructions given and operations settled in contravention of the provisions of this Agreement.

**EIGHTH. CHARGE AUTHORIZATION.** The "CLIENT" authorizes "INTERCAM BANCO" to debit any account that it may open in accordance with Chapter I of this instrument or any type of bank deposit agreement or any other type 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 days as of the generation of the respective payment obligation.

**NINTH. TEMPORARY SUSPENSION.** 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 the "TRANSACTIONS".

Notwithstanding the obligations set forth in this Agreement, the "CLIENT" agrees to:

I. Deliver to "INTERCAM BANCO" all documentation requested by the latter for compliance with the "general provisions referred to in Article 115 of the Law of Credit Institutions", as well as the secondary provisions regarding the prevention of transactions with resources of illicit origin.

II. In the event that in any Operation in which in the opinion of any national or foreign authority, it is considered that it has its origin in an illicit operation, the "CLIENT" agrees with "INTERCAM BANCO" to respond for the amount, penalties and defense costs that may arise, making the "CLIENT" directly responsible for the legal consequences that may arise, releasing "INTERCAM BANCO" from any civil, commercial, criminal, administrative, tax or any other type of liability that may arise from them. The "CLIENT" expressly declares under oath that the resources subject of this Agreement are the product of lawful activities.

**TENTH. FORTUITOUS EVENT 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 an act of God or force majeure.

**ELEVENTH. SET-OFF.** In accordance with the provisions of Article 2185 and other applicable provisions of the Civil Code for Mexico City, in the event that there are amounts payable in the same "FOREIGN CURRENCY" by both parties with respect to one or more "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 offset amounts.

## **CHAPTER XI LIQUIDITY CREDIT FACILITY ("CL CREDIT")**

**FIRST.** Both parties agree that the terms and conditions contained in this Chapter shall only be applicable to the granting of the credit in current account which purpose shall be exclusively the settlement of foreign currency purchase and sale transactions (hereinafter, "CL CREDIT"), entered into by the "CLIENT" with "INTERCAM BANCO", in the understanding that the terms and conditions applicable to the "CL CREDIT" are set forth on the cover page known as "CL CARD", which shall be understood to be an integral part of this agreement of wills, for all applicable purposes.

**SECOND:** For the purposes of the provisions of this chapter, including the "CL CHARACTER", the following capitalized terms shall have the meanings expressed below, equally applicable in the singular or plural:

"CL COVER PAGE": means the page or document attached to this Agreement, which, duly signed by the parties, forms an integral part thereof and contains, among other things, the terms and conditions of the "CL CREDIT".

"CAT": The Total Annual Cost of Financing expressed in annual percentage terms which, for information and comparison purposes, incorporates the total costs and expenses inherent to the credits.

"COMMISSIONS": means the amounts of money that "INTERCAM BANCO" charges the "CLIENT" for the granting of the "CL CREDIT", including those amounts that are published on the Internet page of "INTERCAM BANCO" or those that are embodied in the "CL COVER PAGE".

"CONDUSEF": means the National Commission for the Protection and Defense of the Users of Financial Services.

"AGREEMENT": means this Multiple Banking Services and Products Agreement, together with the respective cover pages.

"CL CREDIT": means the current account credit that may be granted by "INTERCAM BANCO" to the "CLIENT" in accordance with the provisions of this chapter, which purpose will be exclusively the settlement of foreign currency purchase and sale transactions entered into by the "CLIENT" with "INTERCAM BANCO" or with any of the entities comprising Intercam Grupo Financiero, S.A. de C.V. (hereinafter "INTERCAM").

"BUSINESS DAY": means the day of the year, other than Saturday or Sunday, on which credit institutions are authorized to conduct transactions with the public.

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

"DATE OF DISPOSITION": means the date on which "INTERCAM BANCO" credits the checking account that the "CLIENT" holds open with "INTERCAM BANCO" and which is indicated in the "CL COVER PAGE".

"CL CREDIT" PAYMENT PERIOD: means the period of time indicated in the "CL COVER PAGE".

"PESOS OR NATIONAL CURRENCY": means the currency of legal tender in Mexico.



**"LIBOR RATE":** means the London Interbank Offered Rate for a term of 30 (thirty) days and denominated in DOLLARS that is disclosed on the "Bloomberg US0001M (INDEX) HP" page of the "Bloomberg Financial Markets" service (or any other page that replaces it in such service).

**"TIIE":** means the latest 28 (twenty-eight) day term Interbank Equilibrium Interest Rate, determined by the Bank of Mexico and published in the Official Gazette of the Federation.

**THIRD.** In accordance with the provisions of the General Law of Credit Instruments and Operations and the Law of Credit Institutions, "INTERCAM BANCO" may grant the "CLIENT" a credit in PESOS or DOLLARS of the United States of America, in the form of opening of credit in current account, up to the amount that "INTERCAM BANCO" determines in accordance with its internal policies. This credit will not be committed by "INTERCAM BANCO" and its granting will be subject to the approval of the internal committees of "INTERCAM BANCO" and, if applicable, to the granting and perfecting of the guarantees required by "INTERCAM BANCO".

The terms and conditions of the "CL CREDIT" that "INTERCAM BANCO" approves to grant to the "CLIENT" shall be set forth in the "CL COVER PAGE".

The amount of the "CL CREDIT" does not include interest, ordinary or default interest, commissions or expenses, if any, that the "CLIENT" must pay to "INTERCAM BANCO" as a consequence of the granting of the "CL CREDIT".

**FOURTH:** The parties agree that the signature that the "CLIENT" signs in the "CL COVER PAGE" will have the effect of unconditionally accepting the amount, characteristics and conditions of the "CL CREDIT". In any case, the "CLIENT" accepts that any disposition of the "CL CREDIT" will imply the unrestricted acceptance of each one of the terms, conditions and legal consequences derived from the "CL CREDIT".

**FIFTH.** The "CLIENT" and "INTERCAM BANCO" agree that the "CL CREDIT" shall be guaranteed when so requested by "INTERCAM BANCO", through the personal or real guarantees that both parties agree in the "CL COVER PAGE" or in a separate document, which shall be formalized through the documents required by the applicable legislation, which shall form an integral part of this instrument.

**SIXTH.** The "CLIENT" may dispose partially or totally of the amount of the "CL CREDIT" granted by "INTERCAM BANCO", according to the provisions contained in this Agreement, exclusively to pay the foreign currency purchase and sale transactions entered into by the "CLIENT" with "INTERCAM BANCO" or "INTERCAM".

The provisions that the "CLIENT" requests against the "CL CREDIT" must be requested to "INTERCAM BANCO" through the use of automated or electronic equipment and systems established by "INTERCAM BANCO" for such purpose, in accordance with the provisions of the "CL COVER PAGE".

Once the partial or total drawdown of the "CL CREDIT" has been requested, the "CLIENT" accepts and instructs that the amount of each drawdown of the "CL CREDIT", be indistinctly: (i) credited to the checking account that the "CLIENT" maintains open at "INTERCAM BANCO" and which is indicated in the "CL COVER PAGE"; or (ii) deposited in the bank money deposit account(s) open and in force at "INTERCAM BANCO" or at other national and international credit institutions, whose holder is "INTERCAM BANCO" or "INTERCAM", which account(s) is/are consigned in the "CL COVER PAGE".

In this act, the "CLIENT" releases "INTERCAM BANCO" from any liability that may arise from the execution of the instruction provided in the preceding paragraph, obliging the "CLIENT" to indemnify and hold harmless "INTERCAM BANCO" from any loss, damage, cost or detriment that may be suffered regarding to any requirement, claim, proceeding and/or demand of civil, commercial, criminal, administrative or any other nature that may be filed against "INTERCAM BANCO" for which it is intended to attribute liabilities arising from the "CL CREDIT", or for acts attributable to the "CLIENT", derived from this Chapter.

As of the date of drawdown of the "CL CREDIT", the amount drawn shall be considered unpaid, accruing ordinary interest at the interest rate set forth in the "CL COVER PAGE" of this Agreement.

**SEVENTH.** The "CLIENT" and "INTERCAM BANCO" agree that the term of the "CL CREDIT" shall be indefinite, and it may be cancelled by either party by means of a simple written notice delivered to the counterparty, "INTERCAM BANCO" being empowered to give such notice through the e-mail address that the "CLIENT" has indicated in the "CL CARD" or that which has been subsequently provided through the means authorized in this Agreement.

The "CLIENT" may agree in writing the termination of active operations, through another Financial Institution that will be called receiver, which, if appropriate, must open an account in the name of the "CLIENT" and communicate to "INTERCAM BANCO" its commitment on the veracity and legitimacy of the termination instruction by the "CLIENT". The receiving Financial Institution will settle the debt of the "CLIENT", becoming a creditor of the same for the corresponding amount, and will carry out the respective procedures, under its responsibility and without charging any commission for such actions.

"INTERCAM BANCO" reserves the right to restrict the amount of the "CL CREDIT" or the term of disposition thereof to which the "CLIENT" is entitled, or both at the same time, or to terminate the Agreement at any time by means of a simple written notice sent to the "CLIENT" through the e-mail address that the "CLIENT" has indicated in the "CL COVER PAGE" or that which has been provided subsequently through the means authorized in this Agreement, in terms of the provisions of article 294 (two hundred and ninety four) of the General Law of Credit Instruments and Operations), in which case the "CL CREDIT" will be extinguished in the part not drawn by the "CLIENT".

The "CLIENT" shall not have the right to denounce this Agreement, restrict the amount or the term of the credit.

On the date on which the termination of the Agreement referred to in the preceding paragraph takes effect, the "CLIENT" shall immediately pay to "INTERCAM BANCO" the unpaid balance of the "CREDIT CL", its legal and conventional accessories, and the other amounts to be paid in accordance with the terms of this Agreement, without prior declaration, lawsuit or judicial proceeding or any other notification of any other nature.



**EIGHTH.** The parties agree that the term for each disposition of the "CL CREDIT" may not exceed 30 (thirty) days, counted from the date of the aforementioned disposition. The "CLIENT" agrees to pay to "INTERCAM BANCO" the amount of the totality of each drawdown, as follows:

- a) On the same day of its disposition in which "INTERCAM BANCO" may receive payments, not causing any interest.
- b) During the credit payment period, determined in the instruction given to "INTERCAM BANCO" in accordance with the provisions of Clause SIX of this Chapter, causing ordinary interest from the date of drawdown until the last business day of the payment period, in accordance with the ordinary interest rate agreed upon in the "CL COVER PAGE" of this Agreement.
- c) In the event that the "CL CREDIT" is not paid in the terms of the preceding paragraph, the "CL CREDIT" will automatically become due and the amount drawn by the "CLIENT" will be considered liquid and due, causing default interest from the due date and until the date on which the same is paid in full, in terms of the default interest rate established in the "CL COVER PAGE" of this instrument.

**Interest, ordinary and, if applicable, default interest, shall be calculated and accrued on a daily basis, by multiplying the unpaid balances of "CL CREDIT" by the ordinary interest rate in the case of paragraph b) above, or the default interest rate in the case of paragraph c) above, dividing the result by 360 (three hundred and sixty) and multiplying the result thus obtained by the number of days effectively elapsed between the date of drawdown of the "CL CREDIT" and the date of payment, in the case of ordinary interest and, in the case of default interest, by the number of days effectively elapsed between the date on which the payment of the drawdown of the "CL CREDIT" is liquid and due and the effective date of payment.**

The Parties agree that if the disposition of the "CL CREDIT" is in PESOS, the Ordinary Interest Rate will be the TIIE established in the "CL COVER PAGE". If the disposition of the "CL CREDIT" is in DOLLARS, the Ordinary Interest Rate will be the LIBOR Rate indicated in the "CL COVER PAGE".

The default interests will be caused during all the time in which the delay lasts and until the total liquidation of the drawn amounts of the "CL CREDIT".

The Parties agree that if the disposition of the "CL CREDIT" is in PESOS, the Default Rate will be the TIIE stated in the "CL COVER PAGE". If the disposition is in DOLLARS, the Default Rate shall be the LIBOR Rate indicated in the "CL COVER PAGE".

If applicable, the amount of interest resulting in accordance with the provisions of this Clause shall be added to the Value Added Tax (VAT) or any other tax or levy that may be currently or in the future legally applicable.

In the event that the due date of any payment, whether of principal or interest, should happen to be on a non-bank business day, such payment shall be made on the bank business day immediately following the due date and shall be taken into consideration for the purpose of calculating the corresponding interest, and in any case, shall be made without any additional charge or operating cost other than the computation of the aforementioned interest.

**NINTH.** All payments to be made by the "CLIENT" in favor of "INTERCAM BANCO" under this Chapter shall be made on the corresponding dates, within the hours in which "INTERCAM BANCO" can receive payments, without prior notice and through deposits to the Account or Accounts referred to in Chapter I (one roman) of this Agreement or to the bank account that "INTERCAM BANCO" determines. Any payment shall be made at the address of the branch of "INTERCAM BANCO" in which the "CLIENT" has opened the checking account indicated in the "CL Cover Page" of this Agreement, which is recognized by the parties as the only place of payment. Notwithstanding the foregoing, the "CLIENT" may pay at any branch of "INTERCAM BANCO", located in the United Mexican States.

The partial payments of the "CL CREDIT" made by the "CLIENT" will be applied by "INTERCAM BANCO" in the following order: (i) taxes, (ii) expenses, (iii) default interest, (iv) ordinary interest and (v) unpaid balance of the "CL CREDIT".

The "CLIENT" agrees to pay to "INTERCAM BANCO" without any requirement or prior notice, the amounts that he/she has drawn down from the Credit, making payments to "INTERCAM BANCO" for principal and interest, precisely on each Default Date of the respective drawdown, in accordance with the amounts and on the dates set forth in the "CL COVER PAGE", notwithstanding the foregoing in order for the "CLIENT" to comply with his/her payment obligation, hereby instructs and authorizes "INTERCAM BANCO" to provide the automatic debit service and, consequently, to debit the checking account indicated in the "CL COVER PAGE" of this Agreement, the amount of the payments related in this Clause, on the due dates in which such payments must be made, for which the "CLIENT" undertakes to maintain sufficient funds during the term of the "CL CREDIT" and to notify "INTERCAM BANCO" in written form of any change of account and/or branch number, so that such charges may continue to be made. The "CLIENT" must notify "INTERCAM BANCO" of any change in writing at least 10 (ten) calendar days prior to the next payment date.

In the event that on any date that the "CLIENT" must pay "INTERCAM BANCO" any amount under this credit and the "CLIENT" fails to comply with this payment obligation, the latter to the extent permitted by law, authorizes, empowers and irrevocably instructs "INTERCAM BANCO" so that once the term for payment has expired, to immediately charge any account that the "CLIENT" maintains with "INTERCAM BANCO", including, without limitation, checking accounts, deposits and/or demand accounts, savings, time, provisional or definitive, investment accounts, whatever they may be; to offset against any debt that "INTERCAM BANCO" may have in its favor and in charge of the "CLIENT" for any concept, precisely up to an amount equal to the amount due and unpaid to "INTERCAM BANCO", without the need of any requirement, notice or lawsuit.

"INTERCAM BANCO" will notify the "CLIENT" as soon as possible, of any charge or compensation made in accordance with what is allowed in this clause, in the understanding that the lack of such notification will not affect in any way the validity of such charge or compensation.

The stipulated in this Clause regarding the automatic charge service does not exempt the "CLIENT" from making all the payments that correspond to him, indicated herein, therefore, if for any circumstance attributable or not to the "CLIENT" said automatic charge cannot be made, the "CLIENT" will not be exempted from his obligation to pay on the respective dates, all the amounts that correspond to him in the terms established in this Agreement.





**TENTH.** Both parties agree that "INTERCAM BANCO" is empowered to terminate in advance the term for payment of the "CL CREDIT": (i) if the "CLIENT" fails to comply with any of the obligations contracted in the Agreement; (ii) if the "CLIENT" were to terminate in advance or, as the case may be, fail to comply with any other obligation acquired in terms of any other contract(s) that in its capacity as borrower, has entered into or will enter into with "INTERCAM BANCO" and/or with any other of the companies of the financial group to which it belongs and (iii) in the event of denunciation in terms of Clause SEVENTH above.

**ELEVENTH.** Pursuant to Article 68 of the Law of Credit Institutions, this Agreement together with the summary of portfolio movements certified by the accountant authorized by "INTERCAM BANCO", shall be executory titles, without the need of acknowledgment of signature of the "CLIENT" or any other requirement.

**TWELVE.** In case of cancellation of the "CL CREDIT", "INTERCAM BANCO" shall proceed as follows:

I. It will terminate the "CL CREDIT" no later than the business day following the day on which it receives the request if there are no debts. Otherwise, it will inform the "CLIENT", no later than the business day following receipt of the request, the amount of the debts and within five business days following receipt of the request it will make such information available on a certain date, at the branch chosen by the "CLIENT", and once the debts have been settled, the "CL CREDIT" will be considered cancelled;

II. Deliver the balance in favor, if any, on the date on which the transaction is terminated or if the "CLIENT" has not gone to the branch or office of "INTERCAM BANCO", the latter will inform him/her by the means established in this Agreement, including through the electronic means available to him/her, indicating how it can be returned to him/her;

III. Deliver or keep at the disposal of the "CLIENT", the summary of portfolio movements or document stating the end of the contractual relationship and the non-existence of debts derived exclusively from such relationship, within ten business days after the payment of the debts has been made or on the following cut-off date, and

IV. It shall report to the credit information companies that the account is closed without any debit within the term established for such purposes by the Law to Regulate Credit Information Companies.

## **CHAPTER XII COMMON PROVISIONS APPLICABLE TO ALL CHAPTERS OF THIS AGREEMENT**

**FIRST.** 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 signing the respective contracting application, the Clauses related to such services contained in this Agreement or in any of its appendixes and/or annexes shall not be applicable to the "CLIENT".

"INTERCAM BANCO" will deliver to the "CLIENT" at the signing of this Agreement at the option of the latter, physically or electronically, a copy of the Agreement and the cover or covers of each of the products or services contracted under the same at the same time. In case of subsequent contracting of other products or services, these may be sent to the e-mail address provided by the "CLIENT" for such purposes.

Notwithstanding the foregoing, the signing of this Agreement or the respective application 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 regarding this Agreement shall be deemed to include and incorporate the "Application-Agreement", subsequent Applications and the "Cover Sheets" and "Appendixes". 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-Agreement", the "Cover Sheets" or the "Appendixes", the latter shall prevail.

**SECOND.** "INTERCAM BANCO" may require the "CLIENT" a minimum amount for the opening of the "ACCOUNTS" and/or to maintain a minimum monthly average balance in the same. The corresponding amounts will be disclosed in the table of commissions, regardless of the fact that the same are at all times available to the "CLIENT" for his knowledge in the web page [www.intercam.com.mx](http://www.intercam.com.mx). The parties expressly agree that "INTERCAM BANCO" will be authorized to withdraw the balance maintained in favor of the "CLIENT" in the "ACCOUNTS" and credit it to any other bank account that the "CLIENT" maintains in "INTERCAM BANCO", when such policies of minimum amounts and balances are not respected.

**THIRD.** The inclusion of co-owners in the "ACCOUNTS" will be originally stated in the "Application-Agreement" of this Agreement, and additionally and subsequently in the documents that "INTERCAM BANCO" delivers to the "CLIENT" in order to specify the persons who have or cease to have such capacity, as well as the modalities that are established for the management of the account, in the understanding that the most recently dated documents will complement or repeal the previous ones as indicated and will form an integral part of this Agreement. In order for a document that includes new co-owners and/or instructs the exclusion of co-owners to be valid, it must contain the signatures of all the persons who have such capacity at the time of issuing such instruction.

**FOURTH.** When there are two or more holders in the "ACCOUNT" and the management of the same is determined jointly and severally or third parties have been authorized to make withdrawals from the same indistinctly, "INTERCAM BANCO" shall deliver the amounts to any of them who request it, without incurring any liability.

When there are two or more holders of the "ACCOUNT" and the management of the same is determined jointly, "INTERCAM BANCO" may only make deliveries of amounts, provided that they are requested by all the holders jointly and in written form.

**FIFTH.** Pursuant to the provisions of Article 56 of the Law of Credit Institutions, the "CLIENT" designates as beneficiary(ies) of the balance of its "ACCOUNTS" the person(s) indicated in the Application-Agreement or in a separate document signed by the "CLIENT" for such purposes, being that



the persons indicated for such purpose shall be beneficiaries in the proportion or percentage established.

Such beneficiary(ies) will have the right to receive, when they prove to the satisfaction of "INTERCAM BANCO" the death of the "CLIENT" and his/her identity, the amount held in the respective "ACCOUNTS" as of that date. If there are several designated beneficiaries, "INTERCAM BANCO" will deliver to them the proportional part determined by the "CLIENT" 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 parties agree that the beneficiaries designated by the "CLIENT" in the "ACCOUNT" in accordance with the provisions of this Clause, will be beneficiaries in the same percentages of all the "ACCOUNTS" or products contracted by the "CLIENT" under this instrument, unless otherwise agreed, in writing, at the time of contracting the "ACCOUNT" or corresponding product.

In the case of the "ACCOUNTS" whose management has been agreed individually, in the event of the death of the holder, "INTERCAM BANCO" will deliver the funds of the "ACCOUNTS" to the beneficiaries designated by such holder, in the proportions established by him/her.

In the case of "ACCOUNTS" in which there is more than one owner whose form of management is joint, upon the death of any of the owners, "INTERCAM BANCO" will deliver the corresponding balances to the beneficiaries of the deceased owner in the percentages that correspond to each one based on the records in the possession of "INTERCAM BANCO", in accordance with the provisions of Clause SIX of this chapter, with the understanding that the surviving owners may use the rest of the resources of the "ACCOUNT".

In the case of "ACCOUNTS" in which there is more than one owner whose management has been agreed on a joint and several basis, upon the death of any of the owners, the surviving owner(s) will continue to dispose of the resources of the respective "ACCOUNT", with the understanding that the resources of the "ACCOUNT" may only be delivered to the designated beneficiaries until the death of all the co-owners.

Regarding the "ACCOUNT" that serves as the "main account" in the share purchase and sale transactions subject to Chapters V, VII, VIII and IX of the Agreement, it is indicated that the beneficiary(ies) designated in such "ACCOUNT" shall have the right to choose the delivery of certain securities registered in the "ACCOUNT" or the amount of their sale.

The "CLIENT" may at any time add new beneficiaries, or replace or revoke those previously designated, as well as modify, if applicable, the proportion corresponding to each of them, which must be evidenced in writing by means of the document signed by the "CLIENT" for such purposes. It shall be understood that the last designation leaves without effect any other previously made.

In case the "CLIENT" has not designated any beneficiary in accordance with the provisions of this Clause, "INTERCAM BANCO" will deliver the funds of the "ACCOUNTS" in accordance with the provisions of the common legislation for such purposes.

**SIXTH.** In order for the designation of beneficiaries in accounts with several holders to be effective, the percentage share that each of the holders has over the total available balance and which beneficiaries each of the holders designates must be specified. In the case of accounts whose disposition regime is joint and provided that there is no stipulation to the contrary, "INTERCAM BANCO" will presume that each of the Account Holders has equal percentage participation over the total available balance and based on this will deliver balances to the beneficiaries designated by the deceased Account Holder.

**SEVENTH.** "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, as well as to the corresponding beneficiary, 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.

**SEVENTH BIS.** The "CLIENT" may consult the balance, transactions and movements of any of the products and operations entered into under this Agreement, at any branch of "INTERCAM BANCO", upon accreditation of the personality of the "CLIENT" through the presentation of an official identification and upon presentation of the "ACCOUNT" number and/or client number that may be requested, or through Electronic Banking by using the corresponding Authentication Factors, which could be, among others, client number and Password or PIN.

**EIGHTH.** As a consequence of the rendering of services under this Agreement, the "CLIENT" agrees to pay to "INTERCAM BANCO" the commissions indicated in the Appendix of Commissions that is delivered to the "CLIENT" upon execution of this Agreement, or those that at the time are made known to him 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 by debit to the main account.

**EIGHTH BIS.** By signing this Agreement, the "CLIENT" expressly and irrevocably authorizes, empowers and instructs "INTERCAM BANCO" to offset any existing debt owed to it by the "CLIENT". Likewise, the "CLIENT" authorizes "INTERCAM BANCO" and/or any entity member 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 "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" or by the aforementioned legal entities, up to an amount equal to the amount owed, without the need for any requirement, notice or lawsuit whatsoever, to any account, instrument or agreement in which there are resources that the "CLIENT" maintains with "INTERCAM BANCO" or with the aforementioned legal entities, including, without limitation, checking accounts, deposits and/or demand accounts, savings accounts, time deposits, stock brokerage



contracts, investment funds, foreign exchange, credit, derivatives and investment accounts, whatever they may be.

**NINTH.** The parties agree that "INTERCAM BANCO" will send to the "CLIENT", free of charge, within 10 days following the date of the corresponding monthly cut-off, to the last e-mail address that the "CLIENT" has provided to "INTERCAM BANCO", an account statement containing a list of all the movements made in its "ACCOUNTS" during the period to which the statement corresponds. The foregoing, in the understanding that the "CLIENT" may at any time request in writing to "INTERCAM BANCO" the delivery of the statement of account to its last registered address.

Additionally, the "CLIENT" may consult its account statement through its Electronic Banking or request it at any of the branches of "INTERCAM BANCO", which "INTERCAM BANCO" will have available to the "CLIENT", as of the next business day of the corresponding cut-off date.

The account statements that "INTERCAM BANCO" sends to the e-mail address of the "CLIENT" will be transmitted through mechanisms that prevent their reading by unauthorized third parties, for which the "CLIENT" must make use of keys or passwords for their consultation, being his responsibility the safeguard and custody of the same, releasing "INTERCAM BANCO" from any responsibility for the consultation of the account statements by unauthorized third parties.

The cut-off date shall 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.

In the event that the "CLIENT" has not registered movements in its "ACCOUNTS", "INTERCAM BANCO" reserves the right to suspend the sending of the statement of account, and in any case must send a statement of account to the "CLIENT" at least every 6 months, without in any case "INTERCAM BANCO" ceasing to generate the respective statements of account. In case of any movement in the "ACCOUNTS" after the suspension, "INTERCAM BANCO" will resume sending the statement of account in accordance with the provisions of this Clause.

The parties agree that in case the "CLIENT" has any clarification regarding the movements detailed in the account statement, the "CLIENT" will be subject to the clarification process provided in Clause SEVENTEENTH of this chapter, in the understanding that if such movements are not objected by the "CLIENT" within the term referred to in Clause SEVENTEENTH of this chapter, they are understood as consented to by the "CLIENT".

After the term referred to in the preceding paragraph and without the "CLIENT" having made any objection, the entries in the accounts of "INTERCAM BANCO" shall be evidence in favor of the "INTERCAM BANCO".

The CLIENT hereby expressly accepts that any notice given by "INTERCAM BANCO" through the account statements, shall have full legal effect as if the notice had been given in person.

**TENTH.** "INTERCAM BANCO" will in no case be liable for non-compliance with the instructions received from the "CLIENT", when the lack of compliance is due to an act of God or force majeure, failure in the operation of computer systems or interruption in communication systems or any similar event beyond the control of "INTERCAM BANCO".

**ELEVENTH.** The parties agree that "INTERCAM BANCO" is empowered to modify at any time this Agreement, including its appendixes, as well as the fees communicated to the "CLIENT", by prior written notice at least 30 (thirty) calendar days prior to the expected date for such modifications to take effect, through a notice addressed to the CLIENT, to the last email address that the "CLIENT" has provided to "INTERCAM BANCO". In case 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 written form, to "INTERCAM BANCO", the termination of the Agreement, within a term of 30 (thirty) calendar days following the receipt of the notice indicated 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 Agreement.

Once the term referred to in the preceding paragraph has elapsed without the "CLIENT" having objected to the amendments in reference, the amendments shall be deemed accepted by the "CLIENT" and shall have full legal effect.

Likewise, the parties agree that prior to the conclusion of the term established in the first paragraph of this Clause, any act or instruction carried out by the "CLIENT" in accordance with the terms of the modifications, shall be deemed as an acceptance of the same, taking full legal effect.

**TWELFTH.** This Agreement shall have an indefinite term. Notwithstanding the foregoing, the parties may terminate this Agreement at any time, notifying the other at least 30 (thirty) calendar days prior to the date on which it is intended to terminate the same. 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 written form its intention to terminate this Agreement as a whole. The parties agree that the increase in the commissions that the "CLIENT" must pay to "INTERCAM BANCO" under this Agreement will be cause for termination of this Agreement, in case the "CLIENT" does not agree with the new amount of the same, being applicable the provisions of clause ELEVENTH next above.

To request the termination of this Agreement it will be sufficient for the "CLIENT" 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 verify the authenticity and veracity of the identity of the user who makes the respective termination request.



The termination will take effect on the date on which the "CLIENT" requests it, as long as it covers the debts and commissions charged on that date, in accordance with the provisions of this Agreement and the balance reported by "INTERCAM BANCO" at that time is withdrawn. Once the balance has been withdrawn, "INTERCAM BANCO" will provide the "CLIENT" with an acknowledgement of receipt or cancellation confirmation code, and the parties waive their residual collection rights, which may subsist after the cancellation.

Once "INTERCAM BANCO" receives from the "CLIENT" its request for termination, or as soon as "INTERCAM BANCO" notifies the "CLIENT" of the termination of this Agreement, "INTERCAM BANCO" will take 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 liability or charge any commission, provided that the "CLIENT" has not used or operated any of the products contracted with "INTERCAM BANCO" under this Agreement.

Also, once "INTERCAM BANCO" delivers to the "CLIENT" any of the means of disposition referred to in Clause FIFTH of Chapter I (one roman) of this Agreement, the "CLIENT" must make use of the "ACCOUNT" through a cash deposit or electronic transfer of funds, for any amount, within the term of 30 calendar days counted from the delivery of the referred means of disposition, otherwise, "INTERCAM BANCO" may automatically cancel the account in question notifying him/her by means of a message sent to the e-mail address that has been registered in the respective request.

Likewise, "INTERCAM BANCO" shall have the right to cancel the accounts that remain inactive for a period of more than 6 months and their balances are at zero pesos, notifying the client 30 calendar days prior to the date it intends 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, without prejudice to the other products and services that the CLIENT has contracted under this Agreement.

In case of termination or rescission of this Agreement, "INTERCAM BANCO" will not be obliged 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" obliged 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 made available to the "CLIENT" by cashier's check at the branch where the "ACCOUNT" serving as the "main account" of this Agreement was opened.

In the event that "INTERCAM BANCO" offers the direct debit 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".

In case of theft or loss of any of the means of disposition granted under this Agreement or claims for charges not recognized in the corresponding "ACCOUNT", the "CLIENT" will notify immediately, going to any of the branches of "INTERCAM BANCO" or by telephone to the Customer Service Center of "INTERCAM BANCO" whose number is stated in the "Application-Agreement" and any of the "Cover Sheets" or else, through electronic channels or any other means of communication made available to the "CLIENT", where it will be provided, at the option of the "CLIENT", in written form or through electronic or communication means agreed with the "CLIENT", a reference number of the notice, as well as the date and time it was received.

As long as "INTERCAM BANCO" does not receive notice of the theft or loss of the means of withdrawal, the "CLIENT" will be responsible for the amount of the withdrawals made. Once "INTERCAM BANCO" has received notice of the theft or loss of the means of withdrawal in question, in the above terms, "INTERCAM BANCO" will proceed to block the use of said means of withdrawal.

The parties agree that "INTERCAM BANCO":

1. It shall cancel the means of disposition related to this Agreement on the date of presentation of the termination request. The "CLIENT" shall 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 disposition after such date;
2. Reject any disposition intended to be made after the cancellation of the means of disposition. Consequently, no new additional charges may be made as from the moment the cancellation is made, except for those already generated;
3. Cancel, without its responsibility, the collection of any associated product or service, as well as direct debit services on the date of the termination request, regardless of who retains the authorization of the corresponding charges;
4. Refrain from conditioning the termination of this Agreement to the return of the agreement held by the "CLIENT"; and
5. Refrain from charging the "CLIENT" any commission or penalty for the termination of this Agreement.

**THIRTEENTH.** 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" informs the "CLIENT" in an irrefutable manner, for the immediate termination of this Agreement.

**FOURTEENTH.** The parties agree that in order to comply with the tax provisions in force, in the event that the Agreement is entered into with two or more clients, the one who appears as the first holder or account holder will be the one who receives the income, and therefore will be the taxpayer of the Income Tax or any other type of tax levy applicable to the "ACCOUNTS", unless the "CLIENT" expressly states otherwise.

**FIFTEENTH.** The "CLIENT" will be able to contract with "INTERCAM BANCO" other banking and financial services that complement, expand or add to



the services provided in this Agreement, whereby the content of the obligations of the same shall prevail unless expressly in the agreements that may be signed in the future and that complement or add to such services, any part of this Agreement is deleted or rendered ineffective. On the other hand, the "CLIENT" accepts that this Agreement leaves without effect any other agreement or contract signed with "INTERCAM BANCO" in relation to the services object of the same, subjecting such contracts or agreements to the terms and conditions of this instrument.

It is important to take into account that the operations carried out through the bank commission agents may generate a Commission, please consult before carrying out your operation.

**FIFTEENTH BIS.** The "CLIENT" may request the termination of passive operations, through another Financial Institution that will be called receiver, which in case it is appropriate must open an account in the name of the "CLIENT" and communicate to the transferring Financial Institution its commitment on the veracity and legitimacy of the transfer instruction by the "CLIENT", in order to transfer the funds to the receiving Financial Institution, including the accessories generated to the date of delivery of the funds, who will carry out the respective procedures, under its responsibility and without charging any commission for such procedures, no later than the third business day following the day on which the respective request is received. The transaction shall be deemed terminated once the funds are in the account opened for such purpose by the receiving Credit Institution. In the case of term transactions, the cancellation will take effect upon maturity.

**SIXTEENTH.** The "CLIENT", 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 owner is "INTERCAM BANCO".

**SIXTEENTH BIS.** Once the service is enabled, the "CLIENT" may indicate to "INTERCAM BANCO", at the time of contracting the "ACCOUNT" in question, or at a later time, that such "ACCOUNT" will be credited for labor benefits through the transfer of funds from accounts in the name of third parties opened with "INTERCAM BANCO" or through electronic fund transfers executed by third parties identified by the "CLIENT" as its employers, in accordance with the applicable provisions. Likewise, the "CLIENT" may designate, individually, credits associated to the payroll that the "CLIENT" has contracted with "INTERCAM BANCO" or with any other credit institution, so that the resources deposited in the referred "ACCOUNT" are used to cover the respective payment obligations, through the charges that "INTERCAM BANCO" makes directly to the "ACCOUNT" in accordance with the applicable provisions. "INTERCAM BANCO" shall make available to the "CLIENT", the necessary forms and requirements to carry out the provisions of this Clause, which shall form an integral part of this Agreement.

**SIXTEENTH BIS I.** INTERCAM BANCO", upon request of the "CLIENT", may transfer all of the resources corresponding to the labor benefits deposited in the respective "ACCOUNT", to a bank deposit account of money at sight opened in another credit institution in the name of the "CLIENT" and designated by him for such purpose.

For purposes of the provisions of the preceding paragraph, "INTERCAM BANCO" will make available to the "CLIENT", the format and requirements necessary to request such transfers.

For the present operation, "INTERCAM BANCO" will not charge any cost or commission to be paid by the "CLIENT". Additionally, the "CLIENT" may agree with any credit institution to carry out the procedure referred to in this Clause, being free to cancel the transfer request at any time. The cancellation will take effect no later than the second business day after it is received.

**SEVENTEENTH.** 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 the services derived from this Agreement that are reflected in the account statement or in the vouchers of the Operations issued by "INTERCAM BANCO", he/she may submit a request for clarification within 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 in which your "ACCOUNT" is located or to the specialized unit for attention to inquiries and complaints from clients and users of "INTERCAM BANCO" (the "Specialized Unit"), in written form that "INTERCAM BANCO" shall acknowledge receipt of.

For the purposes of this Agreement, the Specialized Unit shall have the purpose of attending to any inquiry, complaint or claim of the clients and users of "INTERCAM BANCO", whose data are set forth on 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 written form 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 direct debit service provided for in this Agreement, 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 banking 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 the event that the objection is upheld, shall pay the amount claimed no later than the banking business day following the date of resolution.

In the event that the objection of direct debit charges is not appropriate as indicated in the preceding paragraph, "INTERCAM BANCO" shall make available to the "CLIENT", within a period of ten working days after the resolution of the validity of the objection, 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" has 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 obligated 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 request, the file generated as a result of the request, as well as to integrate therein, 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 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: 01800-999-80-80 if located within the Mexican Republic or 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, Benito Juarez, Zip Code 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: [asesoria@condusef.gob.mx](mailto:asesoria@condusef.gob.mx), with the purpose of carrying out any claim derived from the services, terms and conditions established in this Agreement.

**EIGHTEENTH.** For all the effects derived from this Agreement, the "CLIENT" indicates as its address the one indicated in the document titled "Application-Agreement", which is part of this Agreement. The change of address that the "CLIENT" may have in the future must be notified in written form to "INTERCAM BANCO", in case of failure to do so, the notices made by "INTERCAM BANCO" in the last address indicated, will be fully effective, releasing "INTERCAM BANCO" from all liability.

"INTERCAM BANCO" indicates as its address for all legal purposes located at Lago Zurich No. 219, 3rd floor, Colonia Ampliacion Granada, municipality Miguel Hidalgo, Zip Code 11529, Mexico City. Likewise, "INTERCAM BANCO" makes available to the "CLIENT"

its web page [www.intercam.com.mx](http://www.intercam.com.mx), through which it may also consult the accounts that "INTERCAM BANCO" maintains active in social networks on the Internet.

**NINETEENTH.** 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.

**TWENTY.** In compliance with the provisions of the Federal Law for the 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" by virtue of the execution of this Agreement, will be protected 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 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, according to the applicable legislation.

Likewise, the "CLIENT" expressly authorizes "INTERCAM BANCO" to provide to any of the entities that make up the Financial Group to which "INTERCAM BANCO" belongs, to its subsidiary Intercam Banco Internacional, Inc, as well as to Intercam Arrendadora, S.A. de C.V. and Intercam, Agente de Seguros



y de Fianzas, S.A. de C.V. and Quanta Shares, S.A. de C.V., the data and documents related to his/her personal and financial information contained in the file that "INTERCAM BANCO" has integrated derived from the financial services that the "CLIENT" has entered into with "INTERCAM BANCO", the data and documents related to your personal and financial information contained in the file that "INTERCAM BANCO" has integrated derived from the financial services that the "CLIENT" has entered into with "INTERCAM BANCO", with the purpose of facilitating the commercial relationship that the "CLIENT" intends to establish with the entities mentioned in this paragraph, as well as for marketing and advertising purposes.

Derived from the foregoing, the "CLIENT" expressly acknowledges and accepts that "INTERCAM BANCO" at no time transgresses the banking secrecy provided in the Law of Credit Institutions, by providing in terms of this clause to any of the providers or companies mentioned in the preceding paragraphs, the data and documents of the "CLIENT". The "CLIENT" may revoke the authorization granted to "INTERCAM BANCO" to share its information and documentation at any time, by means of a written document to be delivered through any branch of "INTERCAM BANCO", and the latter shall issue the corresponding acknowledgment of receipt so that the revocation of the authorization is considered delivered.

The "CLIENT" has read and accepted the contents of the Privacy Notice attached to this Agreement, as well as the transfer of the data mentioned in the previous paragraph, expressing its full conformity.

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. In order to facilitate the exercise of your ARCO rights, we make available to you the e-mail [privacidad@intercam.com.mx](mailto:privacidad@intercam.com.mx) for further information, to clarify answers to your request, to submit complaints, doubts or to make recommendations.

Updates to our Privacy Notice can be consulted and will be informed through our web portal <http://www.intercam.com.mx> in our branches, account statements or through the last email account you have provided us.

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 Bank of Mexico (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 available at [www.intercam.com.mx](http://www.intercam.com.mx).

Likewise, the parties agree that the "CLIENT" may request "INTERCAM BANCO", in written form, by email to [privacidad@intercam.com.mx](mailto: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.

**TWENTY-FIRST.** The various legal precepts referred to throughout this Agreement shall be available for consultation by the parties in the Registry of Adhesion Agreements maintained by the National Commission for the Protection and Defense of Users of Financial Services and in the branches of "INTERCAM BANCO".

**TWENTY SECOND:** In the event of any controversy between the parties in relation to 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 address.

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[SIGNATURE]  
JOSÉ DE JESÚS PACHECO MEYER  
  
SIGNATURE OF LEGAL REPRESENTATIVE  
INTERCAM BANCO, S.A., INSTITUCION DE BANCA MULTIPLE INTERCAM GRUPO FINANCIERO