

I. Declares "INTERCAM", through its legal representative that:

a) It is a Company legally incorporated and existing under the Laws of the United Mexican States and that its legal representative, has sufficient powers to enter into this Agreement.

b) It is legally empowered to enter into this Agreement and to assume the obligations arising hereunder at its own expense and wishes to enter into this Agreement under the terms and conditions set forth below.

This adhesion agreement is duly registered in the Registry of Adhesion Agreements (RECA) of the National Commission for the Protection and Defense of Financial Services Users, under number 1623-433-020511/0400849-0218.

II. The "CLIENT" declares, under oath to tell the truth:

a) (EXCLUSIVELY FOR INDIVIDUALS) To be of the nationality indicated in the foreword of this agreement, accrediting it with the documents that in copy are attached to this instrument.

b) (EXCLUSIVELY FOR LEGAL ENTITIES) To be a legally incorporated legal entity, with nationality, Federal Taxpayers Registry, and to have as legal representative(s) the person(s) indicated at the beginning of this Agreement, declaring that the power(s) of such representative(s) has/have not been revoked, suspended or limited.

c) That the information provided by him, contained in the beginning of this Agreement is true and that the documents with which he accredited his identity are genuine and legitimate.

d) That the resources with which it enters into the operations that are the object of this agreement are the product of the normal development of its own activities, and therefore do not come from the performance of illicit activities, ratifying also that it knows and fully understands the provisions related to the operations performed with resources of illicit origin and their consequences. In the event that the resources with which the payment is made for the "TRANSACTIONS" derived from this agreement are property of a third party, the "CLIENT" is obliged to notify in written form to "INTERCAM" such situation and the name of the third party in question.

e) That the use of "ELECTRONIC MEANS" to issue instructions, confirm receipt of invoices and the electronic signature replaces the autographic signature for all the terms, conditions and scope established in this agreement.

f) It is made known that cash transactions with "DOLLARS" will be subject to the amounts established by the competent administrative authorities.

g) That it grants its consent for the National Banking and Securities Commission to investigate acts or facts that contravene the provisions of the applicable legal provisions. In view of the foregoing, both parties agree to be subject to the following:

CLAUSES

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

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

"BUSINESS DAY(S)".- The banking business day(s) both in the

United Mexican States and in the market(s) where the "FOREIGN CURRENCY", object of the "TRANSACTION", is (are) delivered or received.

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

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

"CONCLUDING DATE".- On the "BUSINESS DAY" on which the parties agree to a "TRANSACTION".

"SETTLEMENT DATE".- The "BUSINESS DAY" on which compliance with the obligations agreed in the "TRANSACTION" is due.

"TRANSACTION", which may be the same "CONCLUDING DATE" ("same day value date"), the immediately following "BUSINESS DAY" ("24 hour value date"), or the second "BUSINESS DAY" following the "CONCLUDING DATE" of the "TRANSACTION" (48 hour value date), or the third "BUSINESS DAY" following the "DATE OF CELEBRATION" of the "TRANSACTION" (72 hours value date), or the fourth "BUSINESS DAY" following the "DATE OF CELEBRATION" of the "TRANSACTION" (96 hours value date).

DEFAULT CHARGES".- These are the costs that "INTERCAM" will charge the "CLIENT" in accordance with the provisions of Clauses Four and Seven of this Agreement, in the event that the "CLIENT" does not settle the counter-value of the "TRANSACTIONS" it carries out.

"ELECTRONIC MEDIA".- Equipment, optical media or any other technology, automated data processing systems and telecommunications networks, whether public or private, accepted by the parties.

"TRANSACTION".- Those purchases and sales in which the "CURRENCY" and its "COUNTERVALUE" are delivered on the "SETTLEMENT DATE".

"PESOS".- Means the currency of legal tender in the United Mexican States.

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

SECOND.- 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 nature in which they act, either as sellers, they will transfer the property of the "CURRENCY" or, as buyers, they will pay for them the corresponding "COUNTERVALUE", precisely on the "SETTLEMENT DATE" and according to the "EXCHANGE RATE" 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 upon in "BUSINESS DAYS", by telephone, in written form or through any electronic, computer or telecommunications means derived from technology.

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.

THIRD (EXCLUSIVELY FOR LEGAL ENTITIES).- REPRESENTATIVES OF THE "CLIENT" AND CHANGE OF FINANCIAL SITUATION.- The "CLIENT" designates to represent in all matters related to this instrument, the person(s) indicated in the beginning of this agreement, who accredits his/her/their personality with the documents indicated in the same, copy(s) of which is/are attached to this instrument.

In case of change of representative(s), the "CLIENT" is obliged to notify it in written form to "INTERCAM" attaching certified copies of the corresponding powers of attorney. In case of not making the mentioned notification, "INTERCAM" will not be responsible for the "TRANSACTIONS" carried out in accordance with the instructions received from the representative(s), which at that date are registered.

The "CLIENT" may designate individuals for the execution of its "TRANSACTIONS" (hereinafter the "Authorized Personnel"). The "AUTHORIZED PERSONNEL" is designated by the "CLIENT" under its strict responsibility and risk, expressly granting it 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", 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" of any negative change in its financial situation or change in its shareholding structure.

FOURTH.- SETTLEMENT OF THE TRANSACTIONS.- When the "TRANSACTIONS" have to be settled by "INTERCAM" in "PESOS" or "CURRENCIES", it will comply with the mentioned settlement by means of deposit of the "PESOS" or "CURRENCIES" in the accounts that the "CLIENT" indicates in the beginning of this Agreement or in written form.

The "CLIENT" may settle the "TRANSACTIONS" by means of deposits in the accounts designated by "INTERCAM" for such purposes, in the understanding that the "TRANSACTION" will be considered settled until such time as "INTERCAM" has the funds duly credited and available in the referred accounts.

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

In the event of default in the payment of electronic or cash

transfers due to causes attributable to the "CLIENT", the rate indicated for "DELAY CHARGES" in Clause Seven of this Agreement shall be applied.

FIFTH.- VOUCHERS.- "INTERCAM" will prepare a voucher for each "TRANSACTION", which will contain all the necessary data for its identification and the amount of the "TRANSACTION". This voucher and the number of its accounting record will remain at the disposal of the "CLIENT" in the office of "INTERCAM" in which the "TRANSACTION" was celebrated, from the following "BUSINESS DAY" of celebrated the "TRANSACTION".

For the purposes of the above paragraph, the "CLIENT" declares to have full knowledge that the receipt of each "TRANSACTION" is available the "BUSINESS DAY" following the "TRANSACTION" at the address of "INTERCAM".

Once the "TRANSACTION" has been settled, the corresponding invoice will be issued no later than the following day, which will be available to the "CLIENT" at the offices of "INTERCAM" or will be sent to the domicile of the "CLIENT", or by e-mail, according to the express instructions of the "CLIENT". The "CLIENT" expressly agrees that he/she will have a term of 24 (twenty-four) hours from the date of the conclusion of the "TRANSACTION" to object to the same, provided that such objection is made in written form addressed to "INTERCAM" in which the receipt of a legal representative of the same is reliably evidenced. In any of its "AUTHORIZED PERSONNEL" to receive and sign the confirmations and invoices that are generated on the occasion of the operations celebrated with "INTERCAM". 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".

(EXCLUSIVELY FOR LEGAL ENTITIES) The "CLIENT" in terms of Clause Three of this instrument authorizes any of its "AUTHORIZED PERSONNEL" to receive and sign the confirmations and invoices that are generated on the occasion of the operations celebrated with "INTERCAM".

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

SEVENTH.- PAYMENT OF TRANSACTIONS WITH CREDIT INSTRUMENTS.- In case the "CLIENT" makes the payment of any "TRANSACTION" by check, payment document or any other instrument received "safe for collection", issued by financial institutions, public or private, national or foreign, and such instrument is returned for reasons not attributable to "INTERCAM", it reserves the right to charge the "CLIENT", in addition to the principal amount, 20% (twenty percent) of the

amount of the returned check, document or credit instrument, 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 the present clause, for the concept of "DEFAULT COSTS".

The "CLIENT" is responsible and solely liable for the payment of the documents that were drawn or endorsed by third parties in favor of the "CLIENT" and the latter in turn has made the endorsement to "INTERCAM", notwithstanding the foregoing, "INTERCAM" 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.

EIGHTH.- MEANS TO GIVE INSTRUCTIONS.- The "CLIENT" may give instructions to "INTERCAM" to carry out "TRANSACTIONS" and make payments derived therefrom, personally, in written form or through "ELECTRONIC MEANS".

Likewise, "INTERCAM" 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.

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

Finally, the "CLIENT" hereby releases "INTERCAM", 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.

NINTH.- COMPENSATION AND AUTHORIZATION FOR PAYMENT OF DEBTS.- By signing this agreement, the "CLIENT" expressly and irrevocably authorizes, empowers, and instructs "INTERCAM" to compensate any overdue debt that exists in its favor on behalf of the "CLIENT".

Likewise, the "CLIENT" authorizes "INTERCAM" 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 such entities, to charge any debt payable by the "CLIENT" for any concept, that upon its due date has not been paid by the "CLIENT" and therefore is due and payable by "INTERCAM" or by the aforementioned legal entities, up to an amount equal to the amount owed, without the need for any requirement, notice or claim, to any account, instrument or agreement in which there are resources that the "CLIENT" maintains with "INTERCAM", or with the aforementioned legal entities, including, without limitation, checking accounts, deposits and/or demand accounts, savings accounts, time deposits, brokerage contracts, investment funds, foreign exchange, credit, derivatives and investment accounts, whatever they may be.

TENTH.- TEMPORARY SUSPENSION.- The parties agree that it shall not be understood as a breach of this agreement by "INTERCAM" when the Bank of Mexico or any competent authority orders the temporary suspension of the "TRANSACTIONS".

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

TWELFTH.- SET-OFF.- In accordance with the provisions of Article 2185 and other applicable provisions of the Civil Code for the Federal District, in the event that there are amounts payable in the same "CURRENCY" by both parties regarding to one or more "TRANSACTIONS", the two debts up to the amount of the lesser amount shall be necessarily offset and, therefore, shall be extinguished, and the party whose amount is greater shall pay the amount in excess of the offset amounts.

THIRTEENTH.- TERM.- This Agreement shall have an indefinite term and shall remain in force until such time as the obligations and rights corresponding to each of the parties by reason of its execution and performance are enforceable.

Notwithstanding the foregoing, this Agreement may be terminated by means of a written notice with acknowledgment of receipt delivered to the counterparty 15 (fifteen) calendar days in advance.

FOURTEENTH.- MODIFICATIONS TO THE AGREEMENT.- The terms, conditions and commissions foreseen in this Agreement may be modified at any time by "INTERCAM" by written notice given to the "CLIENT" 30 (thirty) calendar days prior to the date on which the modification is to take effect, through the e-mail provided by the latter to "INTERCAM", and/or by mail to the last address notified by the "CLIENT", in the event that "INTERCAM" does not have an e-mail address of the "CLIENT" in its records, for which "INTERCAM" will attach the latest version of the Agreement, together with a summary of the clauses or parts of the same that have undergone changes.

The "CLIENT" may terminate this Agreement, if he/she does not agree with the modifications proposed by "INTERCAM", as long as he/she is in compliance with his/her obligations and there are no outstanding debts to be paid in favor of "INTERCAM", within 30 (thirty) calendar days following the aforementioned notice.

Once this term has elapsed without any objection from the "CLIENT", the amendments to the Agreement shall be deemed accepted and shall be fully effective even without the signature of the "CLIENT". Prior to the conclusion of the term established above, any act or instruction made by the "CLIENT" shall be deemed as an acceptance of the amendments to this Agreement, taking full legal effect.

FIFTEENTH.- PRIVACY NOTICE.- The "CLIENT" accepts that all personal data received by "INTERCAM" will be protected in terms of what is established in the Privacy Notice of "INTERCAM", which is available on the web page: www.intercam.com.mx which also forms part of this Agreement as an appendix, in full compliance with the provisions of the Federal Law for the Protection of

Personal Data in Possession of Individuals.

The "CLIENT" agrees to have read and accepted the contents of the Privacy Notice, as well as the transfer of the data indicated therein, 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, by means of the corresponding request that can be submitted at any of the branches of "INTERCAM", addressed to the Responsible for Personal Data. To facilitate the exercise of their ARCO rights, "INTERCAM" makes available to the "CLIENT" the email privacidad@intercam.com.mx for more information, clarify answers to your request, submit complaints, questions or make recommendations.

The updates to the Privacy Notice may be consulted and will be informed through the web portal <http://www.intercam.com.mx>, in the branches of "INTERCAM", account statements or through the last email account that the "CLIENT" has provided.

Likewise, in this act the "CLIENT" grants its express consent so that during the term of the commercial relationship, "INTERCAM" may share with other Credit Institutions, through the technological platform of Banco de México (the Platform), its information and, if applicable, documentation on transfers of domestic funds in foreign currency, as well as international fund transfers made. Such authorization includes the power for "INTERCAM" to: i) perform periodic consultations of the information of the "CLIENT" in the Platform; and ii) obtain information and, when 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.

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

SIXTEENTH.- ADDRESSES.- "INTERCAM" indicates as address the one located at Lago Zurich 245, Torre Frisco, 10th floor, Colonia Ampliación Granada, Del. Miguel Hidalgo, Mexico City, Zip Code 11529 and the "CLIENT" the one indicated in the beginning of the Agreement.

The parties shall give written notice to the other, within a term that shall not exceed five business days following the date on which they carry out any change of address. If they fail to do so, all notices, notifications and other extrajudicial and judicial proceedings between them at the address indicated shall be fully effective.

SEVENTEENTH.- TITLE OF THE CLAUSES.- The titles of the clauses included in this agreement are for the sole purpose of facilitating the reading of the same, therefore, they do not define or limit the content of such clauses. For purposes of interpretation of each clause, only its content shall be taken into consideration and in no way its title.

EIGHTEENTH.- JURISDICTION AND APPLICABLE LAW.- For the interpretation, compliance and execution of this agreement, the parties expressly submit to the laws of Mexico and to the Courts of the Federal District, waiving any other jurisdiction, jurisdiction or competence that may correspond to them by reason of address or any other cause.

NINETEENTH.- AUTHORIZATION TO SHARE INFORMATION (Special Section).- The "CLIENT" hereby expressly authorizes "INTERCAM" to provide its personal data, information and documents contained in the identification file of the "CLIENT" to any of the companies that are part of the Financial Group to which "INTERCAM" belongs, so that such companies may use the same for marketing or advertising purposes.

You also give your express consent for "INTERCAM" to provide to any of the entities that make up the Financial Group to which it belongs, with which it intends to establish a business relationship, the personal data and documents related to your identification that "INTERCAM" has integrated based on information requested or provided to it, derived from the financial services provided by "INTERCAM".

Derived from the foregoing, the "CLIENT" expressly acknowledges that "INTERCAM", by providing in terms of this clause to any of the companies that are part of the Financial Group to which "INTERCAM" belongs, the data and identification documents of the "CLIENT", at no time transgresses the banking secrecy provided in the Law of Credit Institutions, so that in this act the "CLIENT" waives to exercise any legal action on the matter.

The "CLIENT" may revoke the authorization granted to "INTERCAM" to share its information for marketing or advertising purposes with the other members of the Financial Group to which "INTERCAM" belongs, by means of a written document to be delivered through any branch of "INTERCAM", and the latter shall issue the corresponding acknowledgement of receipt.

Mexico City,

**INTERCAM BANCO S.A., INSTITUCION DE BANCA MULTIPLE,
INTERCAM GRUPO FINANCIERO**

"CLIENT"

Signature.

The parties have read this Agreement and are aware of its contents and legal scope, and have signed it for the record on the date hereof, in duplicate, in Mexico City.