



CONDUSEF Registration Number: 1623-437-028207/01-05730-1017

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

DECLARATIONS:

Declares the "CLIENT" in its own right or through its representatives and under oath to tell the truth, that:

- a) It is a legal entity with sufficient capacity to be bound under the terms of this Agreement.
- b) It wishes to enter into this Agreement with "INTERCAM BANCO" in order to receive the services covered by this Agreement.
- c) Its legal representatives have sufficient powers to appear in its 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 could constitute the commission of a crime.

PRELIMINARY CHAPTER OF THE REGULATIONS OF THE AGREEMENT

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

The Agreement contains the following products or services:

1. Opening of bank demand money deposit accounts (Pages 1-3)
2. Time money bank deposits, deposits withdrawable on notice, and deposits withdrawable on prearranged days (Pages 3-4)
3. Promissory notes with yields payable at maturity (Page 4)
4. Purchase and sale of foreign exchange and precious metals (Pages 5-8)
5. Electronic banking (Pages 8-14)

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 the documents and information required by "INTERCAM BANCO", regarding the account it has contracted with "INTERCAM BANCO", pursuant to this Agreement.

The "CLIENT" declares that each and every one of the operations that he/she carries out under this Agreement, will be with money resulting from the normal development of his/her activities and that therefore they do not come from the realization 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 OF BANK DEPOSITS OF MONEY AT SIGHT IN PESOS AND DOLLARS, AND OPENING OF ACCOUNTS

FOURTH. "INTERCAM BANCO" agrees to receive from the "CLIENT" in its branches, deposits of money in Pesos and Dollars (hereinafter referred to as Deposits) to be credited to the demand deposit account(s) (hereinafter referred to as "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 "ACCOUNT(S)" will be referred to as "ACCOUNT" or "ACCOUNTS".

"INTERCAM BANCO" will open "ACCOUNTS" denominated in Dollars, provided that they are:

- a) Legal entities with address in Mexican territory, and
- b) Official representations of a foreign government, international organization or similar institutions; in any case, the "CLIENT" must be accredited in Mexico before the corresponding authorities.

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 the aforementioned assumptions.

FIFTH. The Deposits received by "INTERCAM BANCO" shall be refundable on demand (except when expressly stated otherwise 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", must be made in Pesos or Dollars in the printed forms or vouchers that "INTERCAM BANCO" provides the "CLIENT" for such purpose or in accordance with the procedures to access automated and/or electronic systems or via phone that are authorized by "INTERCAM BANCO".



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

SEVENTH. THE "CLIENT", the persons authorized by him or any third party may freely make Deposits in the "ACCOUNTS", either in cash or by credit instruments or other documents that are acceptable to "INTERCAM BANCO". The amount of the Deposits in cash and with checks payable to "INTERCAM BANCO", will be credited on the date they are received; the Deposits with checks payable to other banks will be received "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".

The "CLIENT" expressly authorizes "INTERCAM BANCO" to destroy the checks of other banks that, having been delivered for deposit in the "ACCOUNTS", are not paid by the party obligated to do so. "INTERCAM BANCO" will proceed to the destruction of the documents that are located in this case, when having informed the "CLIENT" of 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 was 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 for such purpose in the applicable legal provisions, 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 clause Sixty-ninth of Chapter VII of this agreement.

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

- a. By means of transfer orders to different accounts, either its own or third parties;
- b. Through or by means of any electronic or automated equipment or system authorized by "INTERCAM BANCO";
- c. Through any other means that may be established in the future and previously agreed upon by the parties; and
- d. 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.

The "CLIENT" shall at all times be entitled to cancel the authorizations it has made for the direct debit of its payments without requiring the prior authorization of the respective suppliers of goods or services, for which it must request such cancellation in written form by signing the cancellation form that for such purposes "INTERCAM BANCO" will keep at its disposal and delivering it to the latter at any of the branches of "INTERCAM BANCO". The foregoing in the understanding that 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 becomes effective, "INTERCAM BANCO" will refrain from making charges to the Account related to such direct debit.

NINTH: The "CLIENT" authorizes "INTERCAM BANCO" from this moment on, freeing 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 has received for payment on 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.

TENTH. Under the terms and conditions based on amounts, minimum average balances, 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, as well as the periodicity to be considered for the calculation thereof, will be



disclosed to the "CLIENT" in the corresponding Cover Sheet.

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

ELEVENTH. At the request of the "CLIENT", "INTERCAM BANCO" may transfer funds from one "ACCOUNT" to another opened in other Credit Institutions, either 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 the event of errors in the data provided by the "CLIENT", "INTERCAM BANCO" shall have no liability whatsoever for making the transfers in accordance with the instructions provided. There will also be no liability of "INTERCAM BANCO" for damages that may be caused to the "CLIENT" when by fortuitous event or force majeure it is not possible to transfer the funds through the payment systems authorized and operated by the Bank of Mexico, also in the event that the "ACCOUNT" of charge is subject to any security measure issued by judicial or administrative authority or had been canceled. "INTERCAM BANCO" shall be released from all liability at the moment in which, if applicable, it transmits the corresponding funds to the receiving credit institution; likewise, it shall have no liability 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, according to the appendix of commissions of this agreement. "INTERCAM BANCO" shall be empowered by the "CLIENT" to exchange information with the Bank of Mexico and the receiving credit institutions, intermediaries, or correspondents, in order to carry out the transfer of funds.

TWELFTH. 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 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.

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.

THIRTEENTH. 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".

CHAPTER II

OF BANK TIME DEPOSITS, DEPOSITS WITHDRAWABLE ON NOTICE AND DEPOSITS WITHDRAWABLE ON FIXED DAYS

FOURTEENTH. "INTERCAM BANCO" may receive from the "CLIENT", with charge to the balances deposited in any of the "ACCOUNTS" of the "CLIENT" which 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, term deposits 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.

FIFTEENTH. 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.

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

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

EIGHTEENTH. 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 that may have been generated) in the respective "main account", in accordance with the instructions specified by the "CLIENT".

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



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

TWENTY. In bank deposits of withdrawable money on pre-established days, the "CLIENT" may not dispose of the amounts deposited except 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 the pre-established days, by means of prior notice given to "INTERCAM BANCO" in advance, as established in such forms or vouchers.

CHAPTER III OF THE PROMISSORY NOTES WITH YIELD PAYABLE AT MATURITY.

TWENTY-FIRST. The "CLIENT" may deliver to "INTERCAM BANCO" sums of money to be received by it as commercial loans. Each loan will be documented in a Promissory 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 Thirteenth Clause of Chapter I (one roman) of this agreement.

TWENTY-SECOND. "INTERCAM BANCO" may freely determine the amounts and minimum balances from which it is willing to receive such loans, which are specified in the document entitled "Application-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.

TWENTY 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".

TWENTY FOURTH. Upon receipt of the loans, the parties shall agree in each case, in the respective voucher of the transaction issued by "INTERCAM BANCO" to the "CLIENT", the term for repayment thereof. The term shall be agreed upon 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.

TWENTY FIFTH. For the sums received on loan, "INTERCAM BANCO" will pay the "CLIENT" interest at the annual interest rate agreed upon by the parties for each loan in the receipt of each transaction issued by "INTERCAM BANCO" to the "CLIENT", which will remain unchanged during the term of the loan, and will not be subject to any revision. Interest shall be payable at the expiration of the term for the payment of the principal amount of the respective loan. The "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.

TWENTY 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 transaction.

The parties agree that in order to proceed with the termination of this Agreement, as regards the loan operations documented through "Promissory Notes with Yield", as well as the "ACCOUNT", express and formal notice is required in terms of the provisions of clause Seventy-sixth of Chapter VII (seven roman) of this Agreement.

The termination of the Agreement, regarding the loan operations documented through "Yield Promissory Notes", necessarily implies the termination of the Agreement with respect to the "ACCOUNT" and vice versa.

CHAPTER IV

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

TWENTY SEVENTH. All interest on the transactions referred to in Chapters I (one Roman), II (two Roman) and III (three 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.

"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.

TWENTY EIGHTH. 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.



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

THIRTEENTH. The renewals referred to in Clause Twenty Ninth above will only be made if "INTERCAM BANCO" has the power to make them in accordance with its capacity, legal limits and market conditions.

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

THIRTY FIRST. 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".

THIRTY SECOND. "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 and savings accepted by "INTERCAM BANCO" are guaranteed by the Institute for the Protection of Bank Savings (IPAB), up to the equivalent of four hundred thousand UDIS per legal entity, regardless of the number, type and kind of such obligations in its favor and in charge of "INTERCAM BANCO".

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

THIRTY THIRD. The principal and interest of the deposit instruments that do not have a maturity date, or that have a maturity date and are automatically renewed, as well as the transfers or investments that are past due and unclaimed, which in the course of three years have had no movement due to deposits or withdrawals, will be credited to a global account that "INTERCAM BANCO" will maintain for such purposes. The payment to the aforementioned global account will be made after 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 in the course of three years counted from the date the latter are deposited in the global account, which amount does not exceed per account, the equivalent of three hundred days of general minimum wage in force in Mexico City, will prescribe in favor of the assets of the public charity.

CHAPTER V. ENTERING INTO FOREIGN CURRENCY PURCHASE AND SALE OPERATIONS

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

"COUNTERVALUE".- Means regarding to each "TRANSACTION", the amount in "PESOS", resulting from multiplying the amount of "FOREIGN 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 "TRANSACTION DATE" of each "TRANSACTION".

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

"DATE OF CELEBRATION".- The "BUSINESS DAY" on which the parties agree on a "TRANSACTION".

"SETTLEMENT DATE".- To the "BUSINESS DAY" on which the fulfillment of the obligations agreed in the "TRANSACTION" becomes due, being either the same "DATE OF CELEBRATION" ("same day value date"), the immediately following "BUSINESS DAY" ("24 hour value date"), or the second "BUSINESS DAY" following the "DATE OF CELEBRATION" of the "TRANSACTION" (48 hours value date), or the third "BUSINESS DAY" following the



"DATE OF CELEBRATION" of the "TRANSACTION" (72 hours value date), or the fourth "BUSINESS DAY" following the "DATE OF CELEBRATION" of the "TRANSACTION" (96 hours value date).

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

"TRANSACTION".- Those purchases and sales in which the conditions of the transaction are stipulated (currencies, exchange rate, counter-value and settlement date) and the "CURRENCIES" and their "COUNTER-VALUE" are delivered on the "SETTLEMENT DATE".

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

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

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

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

For purposes of this agreement, a "TRANSACTION" shall be deemed to have been entered into when 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 "DATE OF CELEBRATION" 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.

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

THIRTY SEVENTH. SETTLEMENT OF THE TRANSACTIONS.- When the "TRANSACTIONS" must 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 account" that the "CLIENT" indicates in the Application-Agreement of this Agreement or by means of written form.

The "CLIENT" may settle the "TRANSACTIONS" by means of 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 the funds duly credited and available 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, except for the tax deductions or withholdings that "INTERCAM BANCO" is obliged 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 CHARGES" in Clause Forty of this Agreement will be applied.

THIRTY EIGHTH.- VOUCHER.- "INTERCAM BANCO" will prepare a voucher for each "TRANSACTION", which will contain all the necessary data for its identification and the amount of the "TRANSACTION". This voucher and the number of its accounting record will be available to the "CLIENT" at the



"INTERCAM BANCO" office where the "TRANSACTION" took place, as of the following "BUSINESS DAY" after the "TRANSACTION" took place.

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

Once the "TRANSACTION" has been settled, the corresponding invoice shall be issued no later than the following day, which shall be available to the "CLIENT" at the offices of "INTERCAM BANCO", or shall 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 as 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 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", 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".

The "CLIENT" in terms of Clause Thirty Sixth of this instrument 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".

THIRTY-NINTH. 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.

FOURTY. PAYMENT OF TRANSACTIONS WITH CREDIT INSTRUMENTS.- In the event that the "CLIENT" makes payment of any "TRANSACTION" by check, payment document or any other instrument received "subject to collection", issued by financial institutions, public or private, national or foreign, and such instrument is returned for reasons not attributable to "INTERCAM BANCO", it reserves the right to charge the "CLIENT", in addition to the principal amount, 20% (twenty percent) of the amount of the check, document or title of credit returned, as indemnification, as well as the amount resulting from applying the 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 payment regarding the documents that were drawn or endorsed by third parties in favor of the "CLIENT" and the "CLIENT" 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.

FORTY ONE. MEANS TO GIVE INSTRUCTIONS.- The "CLIENT" may give instructions to "INTERCAM BANCO" to carry out "TRANSACTIONS" and make payments derived therefrom, personally, in written form 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.

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

FORTY THREE. 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".

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

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 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.

FORTY FOUR. 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.

FORTY-FIVE. COMPENSATION.- 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 "CURRENCY" by both parties regarding to one or several "TRANSACTIONS", the two debts up to the amount of the lesser amount will be necessarily compensated and, therefore, they will be extinguished and the party whose amount is greater, must make the payment for the amount in excess of the compensated amounts.

CHAPTER VI PROVISIONS APPLICABLE TO ELECTRONIC BANKING

FORTY-SIXTH. 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.

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.

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 Electronic Banking service.

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

- (a) 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.

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 of 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.

FORTY SEVEN. Under this clause "INTERCAM BANCO" may provide the "CLIENT" with diverse banking and/or financial services through the use of electronic media, understood as such, 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 Web known as Internet.
5. Automated Teller Machines.
6. Computer Terminals.
7. 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 regarding 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.

FORTY-EIGHTH. Through the use of electronic means recognized by the parties, the "CLIENT" may, issue instructions, make inquiries of balances, movements, status of procedures and operations and limits of amounts, account statements, logs or data management, activate means of disposal, make transfers both to own and third party accounts, within "INTERCAM BANCO" and interbank, make payments, arrange operations, exercise rights, fulfill obligations, receive any notice from "INTERCAM BANCO" or give the notices that such institutions authorize, request checks, request clarifications, make requirements, manage passwords and means of access and issue any other instruction that the electronic media itself allows according to its nature, under the concepts of brand and service that "INTERCAM BANCO" may make available to the "CLIENT". Likewise, through the electronic means recognized by the parties, they may agree to enter into 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 agreement, 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.

VOICE TO VOICE TELEPHONE BANKING SERVICES.

FORTY-NINTH. SERVICES.- "INTERCAM BANCO" will provide the "CLIENT" with the services referred to in 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, regarding 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.

FIFTY. AUTHENTICATION FACTORS AND USERS. The "CLIENT", prior to the signature of the agreement, has been informed by "INTERCAM BANCO" about the operation, characteristics, and scope of the Authentication Factors, which with the signature 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, which 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 "CLIENTS" 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.

FIFTY-FIRST. 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 "ACCOUNTS" and credit to accounts of the "CLIENT" or third parties previously registered.
- II. Consultation of balances or movements of the Account.
- III. Any other operation or service that "INTERCAM BANCO" may authorize and make available to the "CLIENT" through Voice to Voice Telephone Banking.

FIFTY-SECOND. RECORDINGS.- The "CLIENT" grants 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.

MEANS, MECHANISMS AND PROCEDURES FOR USER IDENTIFICATION AND AUTHENTICATION.

FIFTY-THIRD. MEANS. By means of the subscription of the application for the contracting of Electronic Banking services contained in the "Application-Agreement", the "CLIENT" expressly contracts the execution of transactions and the rendering of banking and financial services by electronic means.

FIFTY-FOURTH. NON-TRANSFERABLE USE.- The "CLIENT" agrees to make use of such services in a non-transferable manner, according to the terms and conditions 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 in this instrument, 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, they will have the same probative value, by virtue of it, the Access Keys established for the use of electronic means will substitute the autograph signature for an electronic signature, and the documentary or technical evidence derived from the use of such means in which such electronic signature appears, will produce the same effects that the laws grant to the documents 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 access to electronic media are exceeded and even induce error, causing damage or harm to the "CLIENT", "INTERCAM BANCO" will be released from any liability in executing the instructions received, without prejudice to 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.

FIFTY-FIFTH. 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 and in relation to the different Electronic Banking services that INTERCAM BANCO makes available to the CLIENT.

FIFTY SIXTH. OWNERSHIP OF THE SYSTEM.- The "CLIENT" expressly accepts and acknowledges that "INTERCAM BANCO" is the owner or holder of the rights of the means of access and the programs that allow him to make use of the services identified above, so that without the consent of the "CLIENT" may not transfer, 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 to manage the information generated through the use of these services and is resident in his/her computer or any other media, in the information storage elements integrated to the same or backed up in flexible disk and any other media that exists or may exist and may be modified by persons who have access to the aforementioned media.

FIFTY-SEVENTH. AUTHENTICATION FACTORS.- "INTERCAM BANCO" WILL ASSIGN 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 purposes of arranging financial transactions and services. For the purposes of this section, the parties agree that the terms described below and used in the text of this agreement shall be understood in accordance with the following definitions:

"CLIENT" 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" that will be used to access the electronic means to perform the consultations and operations allowed 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 which 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.

FIFTY-EIGHTH. 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 codes will be invalidated.

FIFTY-NINTH. SESSIONS.- "INTERCAM BANCO", in order to allow the beginning of a Session:

- A. It 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.

SIXTY. 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 the Internet, via telephone 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 liability if the payments made by the "CLIENT" are made in an untimely manner.
- e. The provision of services through electronic means will invariably be subject to the existence of sufficient balance in favor of the "CLIENT", in no case "INTERCAM BANCO" will be obliged to comply with the instructions of the "CLIENT" if there are no available balances in its favor to execute the instructions in question. Likewise, "INTERCAM BANCO" will not comply with the instructions of the "CLIENT" that contravene the provisions of the laws and general provisions issued by the competent authorities.
- f. The operations executed through electronic means 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, 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 for them, shall have full probative value and legal force as proof that he/she operated through the electronic equipment or system that issued the voucher in question.
- h. In the account statements that in terms of this agreement are sent to the "CLIENT", the transactions made through electronic means shall be stated and identified. The observations to such account statements shall be formulated by the "CLIENT" in the manner and terms indicated in this agreement.

The "CLIENT" and "INTERCAM BANCO" agree that the latter shall not be 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 "CLIENTS" 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 means that "INTERCAM BANCO" makes available to it; (v) due to the need to carry out repair and/or maintenance tasks of all or part of the elements comprising 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", 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 viewing of electronic sites is under his/her exclusive responsibility. It will be under the sole 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 used have the security to prevent this type of intrusions.

"INTERCAM BANCO" has at the disposal of the "CLIENT" free of charge in its web page www.intercam.com.mx, information to avoid possible frauds regarding the use of the Electronic Banking service.

MEANS TO AGREE ON OPERATIONS AND SERVICES.

SIXTY ONE. 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.

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

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.

SIXTY-THIRD. 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 credit and credit card accounts - 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 contract, 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 operation.

The Destination Accounts shall 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 made through Host to Host Banking, Point of Sale Terminals or ATMs, the CLIENT shall not be required to register the Destination Accounts; neither for those made 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 THE OPERATIONS PERFORMED AND SERVICES RENDERED BY THE INSTITUTIONS, THROUGH THE ELECTRONIC BANKING SERVICE.

SIXTY FOURTH. NOTIFICATIONS.- "INTERCAM BANCO" will notify the "CLIENT" free of charge through the means of communication which data it has provided for such purpose, or those by which it has 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.

SIXTY FIFTH. LIMITS FOR 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 forms 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 to 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.

SIXTY SIXTH. CANCELLATION MECHANISMS AND PROCEDURES.- Through a branch of "INTERCAM BANCO" in written form, the "CLIENT" may CANCEL THE SERVICE by any electronic means he/she wishes, or through the mechanisms and procedures that "INTERCAM BANCO" subsequently enables for this 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.

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

- a) When there is inactivity for more than twenty minutes, or one in the case of Mobile Payment, ATMs and Point of Sale Terminals.
- b) When in the course of an Internet Banking Session, "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 it has elements that lead to presume that the User Identifier or the Authentication Factors are not being used by the User.

Similarly and at its own discretion, "INTERCAM BANCO" may temporarily or permanently suspend the rights of the "CLIENT" to use the electronic means when it has elements that make it presume that the Access Codes are not being used by the "CLIENT" itself, or when it considers that its use violates the terms of this document or that its use may harm the interests of other customers or suppliers, "INTERCAM BANCO" or financial institutions 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", as a result of the aforementioned investigations, has evidence that the respective account was opened with false information or documentation, or that the means of identification agreed upon for the execution of the transaction in question were improperly used, it may charge the respective amount for the purpose of crediting it to the account from which the corresponding funds were obtained.

When "INTERCAM BANCO" by mistake has credited resources 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, will produce the same effects that the laws grant to the documents signed by autographic signature and will have the same probative value.

CHAPTER VII COMMON PROVISIONS APPLICABLE TO ALL THE CHAPTERS OF THIS AGREEMENT

SIXTY EIGHTH. As long as the "CLIENT" does not expressly authorize the contracting of the banking and financial services offered by "INTERCAM BANCO" under this Agreement, by means of the subscription of the respective "Application-Agreement", 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" upon signing the "Application-Agreement" delivers to the "CLIENT" physically or electronically to the e-mail address provided by



the "CLIENT" for such purposes, a copy of the Agreement and the cover pages related to this Agreement in that same act.

Notwithstanding the foregoing, the signature of the respective "Application-Agreement" does not imply the obligation of "INTERCAM BANCO" to open the "ACCOUNT" or "ACCOUNTS" for the "CLIENT", 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 the provider of the indicated services.

It is expressly agreed that all references made in or regarding this Agreement shall be deemed to include and incorporate the "Application-Agreement", the "Cover Sheets" and the "Appendixes". Notwithstanding the foregoing, in the event of any discrepancy between the provisions set forth in the terms and conditions of this Agreement and any of the provisions set forth in the "Application-Agreement", the "Cover Sheets" or the "Appendix", the "Appendixes" shall prevail.

SIXTY-NINTH. "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 fees, regardless of the fact that they are available at all times to the "CLIENT" for his knowledge in the web page 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.

SEVENTY. When third parties have been authorized to make withdrawals from the same, "INTERCAM BANCO" shall deliver the amounts to any of them who so request, without incurring any liability.

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

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

SEVENTY SECOND. As a consequence of the rendering of the services subject of this Agreement, the "CLIENT" undertakes to pay to "INTERCAM BANCO" the commissions indicated in the 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/her in accordance with the applicable legal provision and that may be consulted on the Internet page of "INTERCAM BANCO", plus the corresponding taxes, said commissions shall be payable through a charge to the "ACCOUNT".

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

The parties agree that the "CLIENT" will be able to know the account statement on a monthly basis for which he/she must go to any of the branches of "INTERCAM BANCO" and request it.

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 date through the means established in this agreement.

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

SEVENTH FOURTH. "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".

SEVENTY-FIFTH. The terms, conditions and commissions provided in this Agreement, may be modified at any time by "INTERCAM BANCO", by written notice given 30 (thirty) calendar days prior to the date on which the modification should take effect, through the email that the "CLIENT" had indicated in the corresponding "Application-Agreement" or through the statement of account prior to the date on which the respective modifications should take effect. The "CLIENT" may terminate this Agreement without any liability at its own expense and under the conditions prior to the notification, in case of not agreeing with the modifications proposed by "INTERCAM BANCO" within 30 (thirty) calendar days following the aforementioned notice.

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

SEVENTY SIXTH. 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 writing its intention that this Agreement be terminated as a whole.



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

To request the termination of this Agreement it will be sufficient to submit a written request at any branch of "INTERCAM BANCO", who will provide the "CLIENT" with an acknowledgment of receipt, confirmation code or folio number and must verify the authenticity and veracity of the identity of the user who submits the respective termination request.

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

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

Likewise, once "INTERCAM BANCO" delivers to the "CLIENT" any of the means of disposition referred to in Clause Eight of Chapter I (one roman) of this agreement, the "CLIENT" must make use of the "ACCOUNT" through a cash deposit or electronic funds transfer, for any amount, within the term of 30 calendar days counted from the delivery of the referred means of disposition, otherwise,

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

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

The parties agree that "INTERCAM BANCO":

1. Will cancel the means of disposition linked to this Agreement on the date of presentation of the request. The "CLIENT" shall deliver them or state in written form and under oath that they were destroyed or that he/she does not have them, so that 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. Will cancel, without its responsibility, the 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 the present Agreement to the return of the agreement in possession of the "CLIENT", and
5. Refrain from charging the "CLIENT" any commission or penalty for the termination of this Agreement.

SIXTY SEVENTH. 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 to proceed.

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

SEVENTY NINTH. It is important to bear in mind that operations carried out through bank commission agents may generate a Commission, please

consult before carrying out your operation.

EIGHTY. The "CLIENT", may not assign or transfer the rights and obligations derived from this Agreement, and this Agreement shall not be considered as an assignment of rights or license of use of any property right or commercialization right whose holder is "INTERCAM BANCO".

EIGHTY-FIRST. In accordance with the provisions of the Law for the Transparency and Regulation of Financial Services, when the "CLIENT" does not agree with any of the movements that appear in the respective account statement or of the services derived from this Agreement that are reflected in the statement of account or in the vouchers of the Transactions issued by "INTERCAM BANCO", may submit a request for clarification within a period of 90 (ninety) calendar days from the cut-off date of the statement of account, or if applicable, of the performance of the transaction or service.

The request may be submitted to the branch where your "ACCOUNT" is located or to the specialized unit for handling inquiries and complaints from customers and users of "INTERCAM BANCO" (the "Specialized Unit"), in written form, which "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 from customers and users of "INTERCAM BANCO", which 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 which 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 report, attaching a simple copy of the document or evidence considered for the issuance of such report, 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.

Within the term of 45 (forty-five) calendar days referred to in this Clause, "INTERCAM BANCO" shall be obliged to make available to the "CLIENT", at the branch where the "ACCOUNT" is located, or at the Specialized Unit of "INTERCAM BANCO", the file generated on the occasion 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 in the interior of the Mexican Republic or 53-40-09-99 if calling from the Federal District or Metropolitan Area.

The "CLIENT" may attend CONDUSEF's main offices located at 762 Insurgentes Sur Avenue, Colonia Del Valle, Benito Juarez Delegation, C.P. 03100, Mexico, Federal District or to any of the regional or metropolitan delegations that are closest, depending on the geographic location. Likewise, the "CLIENT" may make inquiries at CONDUSEF's web page: <http://www.condusef.gob.mx>, including the possibility of sending opinions to the e-mail address: asesoria@condusef.gob.mx, in order to carry out any claim derived from the services, terms and conditions established in this Agreement.

EIGHTY SECOND. 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" of all liability.

"INTERCAM BANCO" indicates as its address for all legal purposes located at Lago Zurich #245, Torre Frisco, floors 910, colonia Ampliacion Granada, Miguel Hidalgo Delegation, Zip Code 11529, Mexico City. Likewise, "INTERCAM BANCO" makes available to the "CLIENT" its web page www.intercam.com.mx, through which it may also consult the accounts that "INTERCAM BANCO" maintains active in social networks on the Internet.



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

EIGHTY FOURTH. The "CLIENT" accepts that all personal data received by "INTERCAM BANCO", or any of its affiliates and/or subsidiaries will be protected in terms of the provisions of our Privacy Notice, which is available on the web page <http://www.intercam.com.mx> and which is also part of this Agreement, in full compliance with the provisions of the Federal Law for the Protection of Personal Data in Possession of Individuals.

The "CLIENT" authorizes "INTERCAM BANCO" to provide its information that it deems pertinent to whoever provides the operating services, card maquila, account statements or any service that is necessary for "INTERCAM BANCO" to comply with its obligations derived from this agreement. Likewise, the "CLIENT" hereby expressly authorizes "INTERCAM BANCO" to provide to any of the entities that make up the Financial Group to which it belongs, with which the "CLIENT" intends to establish a commercial relationship, the personal data and documents related to its identification that "INTERCAM BANCO" has integrated based on information requested or provided by the "CLIENT" derived from the financial services that have been provided by "INTERCAM BANCO", and to disclose such information to the authorities that regulate it according to the obligations that the applicable legislation imposes to "INTERCAM BANCO".

Derived from the foregoing, the "CLIENT" expressly acknowledges and accepts that "INTERCAM BANCO", by providing in terms of this clause to any of the providers or companies that are part of the Financial Group to which "INTERCAM BANCO" belongs, the data and identification documents of the "CLIENT", at no time transgresses the banking secrecy provided in the Law of Credit Institutions.

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 for further information, to clarify answers to your request, to submit complaints, doubts or to make recommendations.

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

EIGHTY-FIFTH. The different legal provisions 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 the Users of Financial Services and in the branches of "INTERCAM BANCO".

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

[SIGNATURE]

JOSÉ DE JESÚS PACHECO MEYER

LEGAL REPRESENTATIVE SIGNATURE
INTERCAM BANCO, S.A.,
INSTITUCION DE BANCA MULTIPLE,
INTERCAM GRUPO FINANCIERO