

CONDUSEF Registration Number: 1623-437-008334/27-00242-0125

THIS SERVICE AND MULTIPLE BANKING PRODUCTS AGREEMENT (HEREINAFTER REFERRED TO AS THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN INTERCAM BANCO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, INTERCAM GRUPO FINANCIERO, (HEREINAFTER REFERRED TO AS THE "INTERCAM BANCO") AND, ON THE OTHER HAND, THE PERSON(S) WHOSE NAME(S) APPEAR(S) IN THE DOCUMENT ENTITLED "REQUEST-AGREEMENT" OF THIS "AGREEMENT", (HEREINAFTER, THE "CUSTOMER"), IN ACCORDANCE WITH THE FOLLOWING REPRESENTATIONS AND CLAUSES:

#### REPRESENTATIONS

- I. Declares "**INTERCAM BANCO**" through its legal representative, that:
  - a) It is a credit institution duly incorporated and authorized under the laws of the United Mexican States ("Mexico").
  - b) It is legally empowered to enter into this "**Agreement**" and to assume the obligations arising therefrom, under the terms and conditions set forth below.
  - c) Its representative has sufficient powers to enter into this "**Agreement**", which have not been revoked, modified or limited in any way.
  - d) Its website is [www.intercam.com.mx](http://www.intercam.com.mx) where you can consult this "**Agreement**", as well as its updates, modifications, commissions and notices related to it.
  - e) This "**Agreement**" is registered in the Registry of Adhesion Agreements of the National Commission for the Protection and Defense of the Users of Financial Services (CONDUSEF) under the data and numbers indicated in the upper left margin of this document.
- II. The "**CUSTOMER**" declares in its own right or through its representatives and under oath that:
  - a) It is a natural or legal person with sufficient capacity to be bound by the terms of this "**Agreement**".
  - b) You wish to enter into this "**Agreement**" with "**INTERCAM BANCO**" in order to receive one or more of the products and/or services covered by the same, as indicated on the respective cover page, and that such term is defined below.
  - c) In the event of being a legal entity, individual under legal age or for any reason appearing through legal representative(s), such representative(s) have sufficient powers to appear on their behalf and representation to sign this "**Agreement**", which to date have not been modified, limited or revoked in any way.
  - d) The resources with which it will perform the operations and services under this "Agreement" are of lawful origin and it is known that allowing a third party to use the accounts, without having declared it or falsifying information, may give rise to improper uses that in turn could constitute the commission of a crime.
  - e) Has not been included in the lists of persons subject to economic and/or trade sanctions, including the lists of: (a) Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, or any other list of parties prohibited or restricted by OFAC; (b) the United Kingdom of Great Britain and Northern Ireland; (c) the United Nations (UN); (d) the European Union; (e) Canada; and (f) Blocked Persons in the United Mexican States (hereinafter, collectively, the "Lists").
  - f) Exclusively legal entities) None of its shareholders, beneficial owner(s) of the resources or beneficial owner(s) has (have) been included in any of the Lists.

Based on the foregoing statements, the Parties agree to grant the following:

#### CLAUSES

##### PRELIMINARY CHAPTER AGREEMENT REGULATIONS

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

The "**Agreement**" contains the following products and/or services:

1. Bank demand deposits of cash in Mexican currency and in foreign currencies of money on demand in local currency and in foreign currency, and the opening of accounts. (Pages 2-6)
2. Provisions applicable to checking account deposits. (Page 6)
3. Provisions applicable to current account deposits. (Page 6)
4. Provisions applicable to debit cards. (Pages 6-10)
5. About Bank term deposits of cash withdrawable deposits, by prior notifications and withdrawable deposits on pre-established days. (Page 10)
6. About Promissory Notes with interest payable upon maturity. (Page 11)
7. Provisions applicable to Demand bank deposits, by prior notifications and withdrawable deposits by prior notice, withdrawable deposits on pre-established days and the promissory notes with interest payable upon maturity. (Pages 11-12)

8. About Bank deposits of managed securities. (Page 12-13)
9. Provisions applicable to electronic banking service. (Pages 13-24)
10. Point-of-sale terminals. (Page 16)
11. Provisions relating to voice-to-voice telephone banking service. (Pages 16-17)
12. Provisions relating to the card management service ("Card Control"). (Pages 17)
13. Provisions related to the use of automatic teller machines. (Page 17-18)
14. From host-to-host banking service. (Pages 22-24)
15. About referenced deposit service. (24-26)
16. Repurchase of bank and government securities. (Pages 26-27)
17. About commission agency. (Pages 27-28)
18. About the trading of purchase and sale operations of investment fund stocks. (Pages 28-32)
19. About the trading of purchase and sale operations of currencies and precious metals. (Pages 32-34)
20. About the trading of purchase and sale operations of currencies "Specialized FX Service". (Pages 34-36)
21. About opening of Liquidity Loan. (Pages 36-39)

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

**THIRD.** The **"CUSTOMER"** shall provide **"INTERCAM BANCO"** with all documents and information required by **"INTERCAM BANCO"** related to any product, operation, account and/or service he/she wishes to contract or has contracted with **"INTERCAM BANCO"**, pursuant to this **"Agreement"**.

The **"CUSTOMER"** declares that each and every one of the operations carried out under this **"Agreement"**, will be with money derived from the normal development of its activities and that therefore they do not come from the performance of illicit activities. Therefore, it declares to know and fully understand the provisions related to the operations made with resources of illicit origin and their consequences, obliging itself to hold **"INTERCAM BANCO"** harmless from any liability, damage or harm in which **"INTERCAM BANCO"** could be involved, due to the non-compliance of the **"CUSTOMER"** with what is stated in this clause.

## CHAPTER I

### BANK DEMAND DEPOSITS OF CASH IN MEXICAN CURRENCY AND IN FOREIGN CURRENCIES, AND OPENING OF ACCOUNTS

**FIRST. INTERCAM BANCO** agrees to receive from the **"CUSTOMER"** in its branches, deposits of money in pesos (legal tender in Mexico), in dollars (legal tender in the United States of America) in Euros (currency of the European Monetary Union) and in any other Currency that, if applicable, **"INTERCAM BANCO"** makes available to the **"CUSTOMER"** (hereinafter the **"Deposits"**) to be credited to the checking account(s) of the **"CUSTOMER"** (hereinafter the **"CUSTOMER"**), **"INTERCAM BANCO"** makes available to the **"CUSTOMER"** (hereinafter the **"Deposits"**) to be credited to the checking account(s) (hereinafter **"Checking Account(s)"**) and to the current account(s) (hereinafter **"Current Account(s)"**) that **"INTERCAM BANCO"** will open for the **"CUSTOMER"** in accordance with this **"Agreement"**. For the purposes of this **"Agreement"** and as the context may require, the **"Checking Account(s)"** and the **"Current Account(s)"** (hereinafter referred to as **"Account"** or **"Accounts"**).

**Currency** shall mean (**"Currency"**, singular or plural indistinctly) the dollar, euro or any other currency different from the peso (legal tender in Mexico), freely transferable and immediately convertible into dollars.

**"INTERCAM BANCO"** will open **"Checking Accounts"** and/or **"Checking Accounts"** denominated in dollars, provided that they are:

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

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

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

"That account in which the sum of the payments in the course of a calendar month may not exceed the equivalent in local currency of 3,000 (three thousand) Investment Units (hereinafter **"UDIS"**). Additional monthly deposits to the established limit may be received up to the equivalent in local currency of 6,000 (six thousand) UDIs, provided that the origin of the funds comes exclusively from subsidies related to government programs to support certain sectors of the population.

"The crediting of resources will have no limit, unless **"INTERCAM BANCO"** agrees to any limit with the **"CUSTOMER"** at the time of contracting.

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

The limits of the **"Accounts"**, the data of the file or the conditions of the **"Accounts"** of the level in question are subject to the provisions issued by the corresponding authorities, therefore any change will be notified by **"INTERCAM BANCO"** by any of the means agreed upon in this **"Agreement"**. The type of level of the **"Account"**, as well as its limits, will be indicated to the **"CUSTOMER"** in the **"Request-Agreement"** at the time of its contracting.

The contracting of the "Accounts" Level 2 and Level 4, may only be done in a non face-to-face or remote manner, when the "**CUSTOMER**" expresses its consent through the **Electronic Means** that "**INTERCAM BANCO**" makes available, for which the "**CUSTOMER**" must provide "**INTERCAM BANCO**" with the information required, so that "**INTERCAM BANCO**" may corroborate the data provided by the "**CUSTOMER**" in accordance with the applicable provisions; in case "**INTERCAM BANCO**" cannot validate the information provided by the "**CUSTOMER**", "**INTERCAM BANCO**" may reject the opening of the "Account" Level 2 or Level 4, as applicable.

If the "**CUSTOMER**" decides to change the level of "Account" to suit his interests, he must cancel the "Account" Level 2 generated under this instrument and instead open in his name an "Account" Level 4, through any branch of "**INTERCAM BANCO**" or in a non face-to-face or remote manner, for which he must provide the necessary information to complete his identification file and in compliance with the applicable legislation, sign the corresponding "**Agreement**", keeping the same account number that was assigned to him by virtue of the signature of this instrument.

The Deposits received by "**INTERCAM BANCO**" will be refundable on demand (except when otherwise expressly stated in this "**Agreement**"), in the same currency, in accordance with the terms set forth in this "**Agreement**". All the Deposits that the "**CUSTOMER**" or any third party make for credit in any of the "Accounts", may be made in pesos or, if applicable, in **Foreign Currency**, according to each "Account", in the printed forms or vouchers that "**INTERCAM BANCO**" provides to the "**CUSTOMER**" for such effect or according to the procedures to access automated and/or electronic systems or via telephone that are authorized by "**INTERCAM BANCO**".

**THIRD.** To each "Account" that is opened to the "**CUSTOMER**", "**INTERCAM BANCO**" will assign a unique number and a standardized bank code (CLABE) in the understanding that the unique number will be indicated in the "Request-Agreement" and in each application for products that the "**CUSTOMER**" agreements, and/or both the unique number and the CLABE will be notified subsequently to the "**CUSTOMER**" in the statement of account that for that purpose is made available to him in terms of clause Nine of Chapter XII, of this "**Agreement**". The balance in favor of the "**CUSTOMER**" that is deposited in the "Accounts" will be available at sight at the bank counters of the branches of "**INTERCAM BANCO**" and, provided that the type of "Account" selected in terms of the corresponding "Cover Page" of this document contemplates such possibility, it may also be drawn through the issuance of checks and, if the "**CUSTOMER**" is a "**CUSTOMER**", it may also be drawn through the issuance of checks, if the "**CUSTOMER**" is an individual or a legal entity and the "Accounts" in question are under the individual or collective regime without special restrictions to dispose of the funds, through debit cards, in which case the "**CUSTOMER**" shall be subject to the provisions of the clauses indicated below. To the debit cards that "**INTERCAM BANCO**" delivers to the "**CUSTOMER**" and to the persons indicated by him/her (**ADDITIONAL CARDHOLDERS**), the provisions of the section related to debit cards of this "**Agreement**" will be applicable, so that the use of the same through **ATMs** or any other means will be considered as full acceptance of the terms established therein and of the risk that its use entails.

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

Such Deposits may be made:

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

In the case of "Accounts" denominated in **Foreign Currency**, Deposits may be made through:

- a) Electronic fund transfers from bank Deposits denominated and payable in the **Currency in question**, as applicable;
- b) Delivery of demand documents denominated in **foreign currencies** and payable abroad; and
- c) Delivery of the corresponding **Currency**, as authorized by "**INTERCAM BANCO**" in accordance with the applicable provisions.

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

The "**CUSTOMER**" 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 "**CUSTOMER**" the corresponding return, the latter does not go to the branch that handles his "Account" to recover them within a period of 12 (twelve) months, counted from the date on which the document has been deposited.

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

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

The minimum amounts for opening and maintenance of the minimum average monthly balance shall be governed in accordance with the provisions of Clause Two of Chapter XII of this "**Agreement**".

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

- a) By issuing checks using the forms provided by "**INTERCAM BANCO**" for such purpose;
- b) By means of transfer orders to different "Accounts", either its own or those of third parties;



- c) Through the use of debit cards, in the event that the **"CUSTOMER"** is an individual or legal entity and the "Account" regime is individual or joint and several without special restriction to dispose of the funds of the "Accounts"; through:
  - i) the **AUTOMATIC TELLERS** of **"INTERCAM BANCO"**;
  - ii) payment for goods and services at affiliated businesses;
  - iii) establishments that provide cash withdrawal services; and
  - iv) withdrawal at the bank counters of any branch of **"INTERCAM BANCO"**.
- d) Through or by means of the use of any electronic or automated equipment or system authorized by **"INTERCAM BANCO"**.
- e) Through Electronic Banking, in terms of the provisions of Chapter VI of this **"Agreement"**.
- f) Through fund transfers;
- g) Through the service known as Domiciliation, by means of recurring charges to the "Accounts" of the **"CUSTOMER"**, related to the payment of goods, services or credits.
- h) By any other means that may be established in the future and previously agreed upon by the parties.

In the case of "Accounts" denominated in **Foreign Currency**, the **"CUSTOMER"** may make withdrawals of **Foreign Currency** against the available balance of the "Account" in question, through any of the following ways:

- a) Electronic funds transfers denominated and payable in foreign **currencies**;
- b) Delivery of demand documents denominated in **foreign currency** and payable abroad;
- c) By drawing checks if the "Account" so permits;
- d) Delivery of the respective **Currency**, which shall at all times be conditioned to the availability of bills and metallic coins of the corresponding **Currency**, by the branch of **"INTERCAM BANCO"** in which the **"CUSTOMER"** or the beneficiary intends to make the withdrawal in question;
- e) If applicable, through the use of debit cards.

Payment of the checks shall be made, at the option of the respective beneficiary, by one of the methods set forth in paragraphs a), b) and d) above.

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

The **"CUSTOMER"** shall at all times be entitled to cancel the authorizations made for the Direct Debit of its payments, for which purpose it shall request such cancellation in writing by signing the cancellation form that **"INTERCAM BANCO"** shall keep at its disposal for such purposes and delivering it to the latter at any of the branches of **"INTERCAM BANCO"**. The foregoing in the understanding that such cancellation shall be made within 3 (three) **"BUSINESS DAYS"** following the date on which **"INTERCAM BANCO"** receives such request or within the term established for such purpose by the applicable legislation or regulations.

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

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

**"INTERCAM BANCO"** shall not be liable: (i) for the effects derived from this authorization, nor for the operations and instructions given by the **"CUSTOMER"** to the Brokerage House; (ii) for the damages that may be caused to the **"CUSTOMER"**, if there are not enough resources in the "Account" to make the charges requested by the Brokerage House; and (iii) for any other cause beyond the control of this Credit Institution. In this regard, the **"CUSTOMER"** agrees to hold **"INTERCAM BANCO"** harmless from any liability related to this authorization, accepting from this moment that the **"CUSTOMER"** does not reserve any legal action for such situation.

This periodic charge authorization will be in effect from the date of execution of this **"Agreement"** and until the **"CUSTOMER"** notifies **"INTERCAM BANCO"** in writing, with acknowledgment of receipt, of any change or cancellation thereof.

**FIFTH TER.** The **"CUSTOMER"** may, at its sole discretion, transfer funds from its "Account", through the means set forth in this **"Agreement"**, to the guarantee account established in the framework agreement for derivative financial transactions, if any, entered into with **"INTERCAM BANCO"** for the purposes set forth in the aforementioned agreement.

Likewise, the **"CUSTOMER"** expressly authorizes, empowers and instructs **"INTERCAM BANCO"** to make charges in its "Account", to cover the derivative financial transactions provided for in the framework agreement for derivative financial transactions, if any, entered into with **"INTERCAM BANCO"**, by virtue of the transactions carried out by the **"CUSTOMER"**, particularly those derived from the margin call pursuant to the provisions of such agreement.

**"INTERCAM BANCO"** shall not be liable: (i) for the effects derived from this authorization, nor for the operations and instructions given by the **"CUSTOMER"** in this clause; (ii) for the damages that may be caused to the **"CUSTOMER"**, if in the "Account" there are not enough resources to make the requested charges derived from this instruction and authorization; and (iii) for any other cause beyond the control of this Credit Institution. In this regard, the **"CUSTOMER"** agrees to hold **"INTERCAM BANCO"** harmless from any liability related to this authorization, accepting from this moment on that the **"CUSTOMER"** does not reserve any legal action for such situation.

This periodic charge authorization will be in effect from the date of execution of this **"Agreement"** and until the **"CUSTOMER"** notifies **"INTERCAM BANCO"** in writing, with acknowledgment of receipt, of any change or cancellation thereof.

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

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

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

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

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

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

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

**SEVENTH.** Under the terms and conditions that based on amounts, minimum average balances, types of "Account" or other circumstances determined by "**INTERCAM BANCO**" for each "Account" or bank deposit of money on demand, the Deposits may or may not generate interest. The terms and conditions under which "**INTERCAM BANCO**" will be able to offer the payment of interest, will be made known to the "**CUSTOMER**" in the corresponding "Cover Sheet".

When the "**CUSTOMER**" 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 "**CUSTOMER**" 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 be accrued. The "**CUSTOMER**" hereby authorizes "**INTERCAM BANCO**" to withhold the corresponding income tax in accordance with the applicable tax legislation. The parties may agree in writing other ways in which interest may be calculated.

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

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

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

**TENTH.** Each "Account" will have a monthly cut-off date that will be communicated to the **"CUSTOMER"**, 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 "Key Account" for all other operations contracted and carried out by the **"CUSTOMER"** under this **"Agreement"**. By "Key Account" shall be understood as the "Account" that is the origin of the resources that are invested under this **"Agreement"** in each operation or the "Account" in which the respective debits and credits are made for any of the operations or services offered by **"INTERCAM BANCO"**.

**ELEVENTH.** If the "Accounts" are opened in the name of two or more persons as holders and provided that the regime of the "Accounts" is joint and several, **"INTERCAM BANCO"** may return the balance deposited in said "Accounts" to any of them, except in the case that the joint and several regime has been chosen as indicated in the document called **"Request-Agreement"**, or in a separate document signed by the **"CUSTOMER"** and/or the holders after the execution of the **"Request-Agreement"**, in which case it will be delivered to all the holders.

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

Consequently, such "Account" shall be exempt from the charge of commissions, provided that such dispersion is made through the systems implemented by **"INTERCAM BANCO"** for such purpose. If the **"CUSTOMER"** ceases to receive funds through such systems, **"INTERCAM BANCO"** may cancel this benefit and charge the commissions corresponding to the contracted product, which will be described in the annex of commissions.

In the event that the "Account" in question is opened without having carried out the identification verification actions of the **"CUSTOMER"**, the latter agrees to go within a maximum term of 6 (six) months from the execution of this **"Agreement"** to one of the branches of **"INTERCAM BANCO"**, in order to comply with this obligation, in the understanding that if after said term the **"CUSTOMER"** has not paid attention to the same, **"INTERCAM BANCO"** without any liability whatsoever, will suspend the performance of operations in the "Account", until the identity of the holder of said "Account" is verified.

**THIRTEENTH.** **"INTERCAM BANCO"**, upon request of the **"CUSTOMER"**, may transfer the totality of the resources corresponding to the labor benefits deposited in the respective "Account", to a sight money bank deposit account opened in another credit institution in the name of the **"CUSTOMER"** and designated by him for such purpose.

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

For this transaction, **"INTERCAM BANCO"** will not charge any cost or commission to the **"CUSTOMER"**. Additionally, the **"CUSTOMER"** may agree with any credit institution to carry out the procedure referred to in this clause, being free to cancel the transfer request at any time. The cancellation will take effect no later than the second **"BUSINESS DAY"** of receipt of the request.

#### PROVISIONS APPLICABLE TO DEPOSITS IN CHECKING ACCOUNTS

**FOURTEENTH.** The **"CUSTOMER"** may dispose at any time of the funds it has in any of its "Checking Account(s)", by means of checks. **"INTERCAM BANCO"** will deliver at the request of the **"CUSTOMER"** one or more checkbooks with special templates through which the **"CUSTOMER"** will be able to draw checks. The **"CUSTOMER"** will not be able to use check forms or outlines different from those provided by **"INTERCAM BANCO"**, except in those cases in which within the applicable banking guidelines and regulations, **"INTERCAM BANCO"** authorizes the use of special forms or outlines upon request of the **"CUSTOMER"**.

In the case of "Accounts" denominated in dollars or euros, provided that the product allows it, the skeletons of the checks must contain on the front the following legend: **"This title will be paid precisely in (name of the foreign currency and country where it is legal tender)"**. Checks drawn in dollars or euros by **"CUSTOMER"** who are individuals, may only be paid at the branches of **"INTERCAM BANCO"** located in towns located in the states of Baja California and Baja California Sur, within a 20 (twenty) kilometers strip parallel to the international dividing line of the north of the country.

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

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



When the check is drawn on a skeleton provided by **"INTERCAM BANCO"** to the **"CUSTOMER"**, the latter may only object to the payment: i) if the alteration or forgery was ostensibly notorious, or ii) if, having lost the skeleton or the checkbook, the **"CUSTOMER"** had given timely notice of the loss to **"INTERCAM BANCO"**.

**SIXTEENTH.** The **"CUSTOMER"** shall return to **"INTERCAM BANCO"** the check forms or skeletons not used, when for any reason the respective "Checking Account(s)" is cancelled, and shall remain liable for the misuse of the mentioned check forms or skeletons in case of failure to do so.

#### PROVISIONS APPLICABLE TO CURRENT ACCOUNTS DEPOSITS

**SEVENTEENTH.** The **"CUSTOMER"** may dispose at any time of the funds held in any of its "Current Accounts" through the bank windows of the branches of **"INTERCAM BANCO"**, provided that the **"CUSTOMER"** is a natural person and the regime of the "Accounts" is individual or joint and several without any restriction to dispose of the funds of the "Accounts". The funds of such "Accounts" may also be drawn through the use of automated or electronic equipment and systems that **"INTERCAM BANCO"** makes available to the **"CUSTOMER"** and through debit cards or other similar types of cards issued to the **"CUSTOMER"** by **"INTERCAM BANCO"** and, if applicable, to the individuals that the **"CUSTOMER"** indicates (cardholders or additional authorized users).

All the provisions of Chapter I (one Roman numeral) of this **"Agreement"** shall be applicable to the "Checking Accounts", except those related to the dispositions through the drawing of checks as well as those related to other provisions that oppose the management and operation of this type of "Accounts".

#### PROVISIONS APPLICABLE TO DEBIT CARDS

**EIGHTEENTH.** The available funds deposited in the "Accounts" may be used through debit cards (hereinafter **"CARD"** in singular or **"CARDS"** in plural), issued by **"INTERCAM BANCO"** and delivered to the **"CUSTOMER"** and to the individuals that, if applicable, the **"CUSTOMER"** indicates. For such purposes, **"INTERCAM BANCO"** makes available to the **"CUSTOMER"** the **"CARDS"** which will be associated to the **"ACCOUNTS"** stated in the "Cover Page" of this **"Agreement"** or its "Exhibits" (hereinafter the **"ASSOCIATED ACCOUNTS"**), with which the **"CUSTOMER"** and the persons indicated below will have access to the funds available at sight of the **"ASSOCIATED ACCOUNTS"** through various electronic devices, including the automatic teller machine system of **"INTERCAM BANCO"** and the automatic teller machine systems to which **"INTERCAM BANCO"** is incorporated or will be incorporated in the future, either directly or indirectly (hereinafter the **"AUTOMATIC TELLERS"**).

**"INTERCAM BANCO"** and/or its suppliers in compliance with the Data Security Standards of the Payment Card Industry, assume responsibility for the security of the data recorded in the **"CARD"** issued by **"INTERCAM BANCO"** in favor of the **"CUSTOMER"**.

**NINETEENTH** (Exclusively individuals). The **"CUSTOMER"** as holder of the **"ASSOCIATED ACCOUNTS"** may designate in this **"Agreement"**, or by means of duly completed and signed applications to be added as "Annexes" to this **"Agreement"**, other individuals (hereinafter **"ADDITIONAL CARDHOLDERS"**) in order to receive additional **"CARDS"** related to the **"ASSOCIATED ACCOUNTS"**, who in this act and by the simple fact of their designation shall be authorized and empowered to carry out with charge to the **"ASSOCIATED ACCOUNTS"** any of the transactions referred to in the preceding and following clause of this **"Agreement"**. The foregoing in terms of articles 57 (fifty seven) of the Law of Credit Institutions, which allows such authorization and 9 (nine) section II (two roman) of the General Law of Credit Instruments and Operations that regulates the granting of the general power of attorney for foreign exchange. **"INTERCAM BANCO"** reserves the right to limit and even completely restrict the issuance of additional **"CARDS"** requested by the **"CUSTOMER"**.

The **"CUSTOMER"** shall be solely responsible in case the **"ADDITIONAL CARDHOLDERS"** designated by him/her are minors or incapable, releasing **"INTERCAM BANCO"** from any liability for such designation or improper use of such means of disposition by the **"ADDITIONAL CARDHOLDERS"**.

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

The **"CUSTOMER"** acknowledges and accepts, for all legal purposes, the non-transferable nature of the **"CARDS"**, as well as the confidentiality of its **PIN**, so that the **"CUSTOMER"** will be solely responsible for the use given to them, releasing **"INTERCAM BANCO"** from any liability for any misuse made of them.

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

**TWENTIETH** (Exclusively legal entities). **"INTERCAM BANCO"** will only assign the **"CARD"** to the legal representative of the **"CUSTOMER"**. The **"CUSTOMER"** will not be able to designate **"ADDITIONAL CARDHOLDERS"**.

The **"CUSTOMER"** may carry out any of the operations mentioned in this section of the **"Agreement"**, using the **"CARD"** issued by **"INTERCAM BANCO"**, with the signature or the typing of his Personal Identification Number (**PIN**) that will be confidentially assigned to him and that will serve as the autographic signature in the terms referred to in Article 52 (fifty-two) of the Law of Credit Institutions, by means of the use of two independent

authentication factors that, if applicable, "INTERCAM BANCO" makes available to the "CUSTOMER" for such purposes, or by using any of the forms or means allowed by law or any other applicable legal or administrative provision. The "CUSTOMER" unreservedly acknowledges as his/her own all transactions made with the "CARD" delivered to the "CUSTOMER" under this "Agreement".

The "CUSTOMER" acknowledges and accepts, for all legal purposes, the non-transferable nature of the "CARD", as well as the confidentiality of its PIN, so that the "CUSTOMER" will be solely responsible for the use given to them, releasing "INTERCAM BANCO" from any liability for any misuse made of them.

"INTERCAM BANCO" will make available to the "CUSTOMER" at the branches of "INTERCAM BANCO" at the time of delivery of the corresponding "CARDETA", or by letter sent, at the option of the "CUSTOMER", to any of the addresses registered by the "CUSTOMER" before "INTERCAM BANCO" and/or to the registered e-mail of the "CUSTOMER", or else, through the **Electronic Means** agreed with the "CUSTOMER", the following information: (i) the unique identification digits of the "CARD"; the temporary PIN of the "CARD"; (ii) the expiration date; (iii) the commercial brand under which the respective "CARD" is issued; and (iv) the security code of the "CARD", assigned as security data in the performance of non-face-to-face transactions.

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

The "CUSTOMER", as well as the "ADDITIONAL CARDHOLDERS", will be able to carry out the following operations through the use of their "CARD":

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

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

"INTERCAM BANCO" will deliver the "CARDS" without activation. In order to activate them and, therefore, so that the "CUSTOMER" may use them and make withdrawals from the "ASSOCIATED ACCOUNTS", the "CUSTOMER" must do so by telephone through the customer service center of "INTERCAM BANCO" whose number is stated in the "Request-Agreement" and in any of the "Carátulas", through the commission agents that "INTERCAM BANCO" has authorized for such purposes, through the comparison of the signature of the "CUSTOMER" with any of the identification indicated in the applicable Provisions, or any other means that "INTERCAM BANCO" makes available to the "CUSTOMER", such as the use of "AUTOMATIC CASHIER", point-of-sale terminals, "INTERNET" banking, or through the face-to-face authentication schemes used by "INTERCAM BANCO".

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

- a) Cash withdrawals or withdrawals of funds that the "CUSTOMER" or the "ADDITIONAL CARDHOLDERS" make at "ATMs" charged to the "ACCOUNTS ASSOCIATED" to the "CARDS" will be totally valid, without the need to subscribe checks or any other document or title.
- b) The electronic records in possession of "INTERCAM BANCO" as well as the receipts issued by the "ATMs" and other electronic devices based on the information that the "CUSTOMER" and/or the "ADDITIONAL CARDHOLDERS" transmit, shall have full value and force to accredit the legality of the transaction and the amount thereof.
- c) The "CUSTOMER" and the "ADDITIONAL CARDHABITANTS" may purchase goods and services through the use of the "CARDS" up to the limit of the available balance in their "ASSOCIATED ACCOUNT" without exceeding the daily limit authorized by "INTERCAM BANCO" at the time of the transaction, by presenting the corresponding "CARD". Likewise, the "CUSTOMER" and the "ADDITIONAL CARDHABITANTS" may also make the aforementioned purchases by presenting the corresponding "CARD" and dialing their PIN or through telephone or electronic purchases agreed upon by the "CUSTOMER" and/or the "ADDITIONAL CARDHABITANTS" with establishments that offer this type of services, as long as such purchase system is available at that time.
- d) Acquisitions of goods and/or services or cash withdrawals made with the "CARDS" shall be charged to the respective "ASSOCIATED ACCOUNTS" or provisionally withheld from the same on the same day the transaction is made. Purchases of goods and/or services or cash withdrawals made with the "CARDS" in dollars of the United States of America or any other type of foreign currency will be recorded in the respective "ASSOCIATED ACCOUNT", invariably in local currency. In order to carry out the corresponding exchange operation to convert the respective amount



to local currency, in the case of amounts denominated in dollars, the amount in pesos that **"INTERCAM BANCO"** will charge to the **"ASSOCIATED ACCOUNT"** may not exceed the product of the multiplication of the following factors: **a)** the amount of the payment or disposition in such foreign currency; and **b)** the result of multiplying by 1.005 the applicable exchange rate. The exchange rate to be used to calculate its equivalence in local currency will be the one determined by the Bank of Mexico as "FIX exchange rate", which is published on the same day it is determined, through its "INTERNET" page, and which corresponds to the last one available in said "INTERNET" page at the time **"INTERCAM BANCO"**, **i)** has authorized the respective payment or disposition, or **ii)** must settle the amounts corresponding to such charge in accordance with the agreements entered into for such purpose with the acquirer, the clearing house or receiver of the respective payment, as the case may be, in the case of operations in which the **"CUSTOMER"** authorizes, preliminarily, an initial charge and subsequently, a final charge for the same operation that implies the update of the preliminary amount previously authorized.

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

**e)** The consultation of balances through the **"ATM"** system will be based on the information that **"INTERCAM BANCO"** maintains in its accounting records, updated, if applicable, with the transactions carried out through any means.

**f)** All operations carried out by the **"CUSTOMER"** and the **"ADDITIONAL CARDHOLDERS"** by virtue of this **"Agreement"**, will be informed to the **"CUSTOMER"** through the statement of account corresponding to the **"ASSOCIATED ACCOUNTS"**, including the operations coming from the use of its **"CARD"** and the **"CARD"** of the **"ADDITIONAL CARDHOLDERS"**.

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

**TWENTY THIRD.** In case of theft or loss of any of the **"CARDS"** issued under this **"Agreement"**, the **"CUSTOMER"** agrees to immediately notify **"INTERCAM BANCO"**, by going to any of the branches of **"INTERCAM BANCO"** or by telephone to the customer service center of **"INTERCAM BANCO"** whose number is stated in the **"Request-Agreement"** and in any of the **"Cover Sheets"** or else, through the electronic channels or any other means of communication made available to the **"CUSTOMER"**, where it will be provided, at the option of the **"CUSTOMER"**, with the **"CUSTOMER'S"** consent, through electronic channels or any other means of communication made available to the **"CUSTOMER"**, where it will be provided, at the option of the **"CUSTOMER"**, in writing or through the **Electronic Means** of communication agreed with the **"CUSTOMER"**, a reference number of the notice, as well as the date and time it was received, in order to disable such **"CARD"**, detailing the **"ACCOUNTS ASSOCIATED"** to its **"CARD"**, by virtue of the fact that the **"CUSTOMER"** will be the only responsible for the operations made by means of the use of the referred **"CARD"** until the date and time of the telephone communication or presentation in branch of the report on the theft or loss of the **"CARD"**, moment from which the responsibility of the **"CUSTOMER"** will cease. In these cases, the **"CUSTOMER"** authorizes **"INTERCAM BANCO"** to change the number of the **"CARD"** issued to the **"CUSTOMER"** to replace the stolen or lost one.

**"INTERCAM BANCO"** shall make available to the **"CUSTOMER"**, within a maximum term of (2) two banking **"BUSINESS DAYS"** counted from the date on which the notice mentioned in the preceding paragraph was submitted, by means of communication sent through the **Electronic Means** of communication established with the **"CUSTOMER"**, a report with the following information:

- a)** The extent of the responsibility of the **"CUSTOMER"** for the charges to the **"Account"**, registered before and after the aforementioned notice is presented;
- b)** The date and time the notice was received; and
- c)** The status of the investigation carried out in response to the notice submitted.

When transactions are made with the respective **"CARD"** during the 48 (forty-eight) hours prior to the aforementioned notice and the **"CUSTOMER"** does not acknowledge any charge related to such transactions, nor have they been made through the use of two independent authentication factors that, if applicable, **"INTERCAM BANCO"** makes available to the **"CUSTOMER"** for such purposes, **"INTERCAM BANCO"** shall pay the respective resources no later than the second banking **"BUSINESS DAY"** following the receipt of the claim.

In the event that transactions are made with the respective **"CARD"** and the **"CUSTOMER"** does not recognize any charge and claims it within a period of 90 (ninety) calendar days from the date on which the charge was made, **"INTERCAM BANCO"** shall credit the **"Account"** with the respective resources no later than the second banking **"BUSINESS DAY"** following the receipt of the claim. In the understanding that if such charges are not objected by the **"CUSTOMER"** within the indicated term, they are presumed consented and confirmed by the **"CUSTOMER"**.

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

In the event that **"INTERCAM BANCO"** has made the crediting referred to in the preceding paragraphs, and is able to demonstrate to the **"CUSTOMER"** that the charge in respect of which such crediting was made derived from an operation executed through the use of two independent authentication factors by the **"CUSTOMER"** or the **"ADDITIONAL CARDHOLDERS"**, **"INTERCAM BANCO"** may reverse such crediting, making a

new charge in the corresponding "Account". The foregoing provided that the **"CUSTOMER"** is provided with the corresponding opinion, in the terms established in the following paragraph.

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

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

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

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

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

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

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

The provisions of this section of the **"Agreement"** shall be for an indefinite term, but either party may terminate it by giving prior written notice 30 (thirty) calendar days in advance, in which case the **"CUSTOMER"** undertakes to deliver to **"INTERCAM BANCO"** all the **"CARDS"** that were provided to it under this **"Agreement"**.

**TWENTY SEVENTH.** Any of the parties may cancel the product(s) and/or means of disposition covered by this Chapter, for which purpose they shall observe the provisions set forth in clause ONETEENTH BIS of CHAPTER XII "COMMON PROVISIONS APPLICABLE TO ALL CHAPTERS OF THIS 'AGREEMENT'", of this 'Agreement'. In the event that such an event occurs, it shall not imply the termination of the "Agreement"; however, and in the event that the **"CUSTOMER"** wishes to terminate the "Agreement", the parties shall observe the process established in clause TWELFTH of CHAPTER XII "COMMON PROVISIONS APPLICABLE TO ALL CHAPTERS OF THIS 'AGREEMENT'", of this "Agreement".

## CHAPTER II

### ABOUT BANK TERM DEPOSITS OF CASH, WITHDRAWABLE DEPOSITS, BY PRIOR NOTIFICATIONS AND DEPOSITS WITHDRAWABLE DEPOSITS ON PRE-ESTABLISHED DAYS

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

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

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

**THIRD.** The Term Deposit certificates shall not be negotiable nor shall they constitute a credit instrument and shall only be transferable with the prior written approval given by **"INTERCAM BANCO"**.

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

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

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

**SIXTH.** In the bank deposits of money withdrawable upon notice, the "**CUSTOMER**" may not dispose of the amounts deposited until the time established in the forms or automated vouchers subscribed for the operation has elapsed. When the deposit is constituted without prior notice, it shall be understood that the deposit is withdrawable on the "**BUSINESS DAY**" following the day in which the "**CUSTOMER**" notifies "**INTERCAM BANCO**" by any means, the withdrawal of the Deposit.

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

### CHAPTER III ABOUT PROMISSORY NOTES WITH INTEREST PAYABLE UPON MATURITY

**FIRST.** The "**CUSTOMER**" may deliver to "**INTERCAM BANCO**" sums of money that will be received by the latter as commercial loans. Each loan will be documented in a Promissory Note with Interest Payable upon Maturity (PRLV, acronym in Spanish) (hereinafter referred to as the "**Promissory Note with Interest Payable**"), issued by "**INTERCAM BANCO**".

The "**CUSTOMER**" and "**INTERCAM BANCO**" expressly agree that the "**Promissory Note with Interest Payable**" form an integral package of services, which includes the opening of an "Account", in terms of the provisions of Chapter I of this "**Agreement**". Said "Account" shall have the character of a "Pivot Account", in terms of the second paragraph of Clause Ten of Chapter I of this agreement.

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

**THIRD.** "**INTERCAM BANCO**" may receive from the "**CUSTOMER**" the "**Promissory Note with Interest Payable**" 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 "**Promissory Note with Interest Payable**" delivered by the "**CUSTOMER**" to "**INTERCAM BANCO**" in accordance with the above provisions, will be verified with the receipts that "**INTERCAM BANCO**" issues to the "**CUSTOMER**".

**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 "**CUSTOMER**", the term for repayment thereof. The term shall be agreed upon in calendar days, and shall not be less than one day and shall be mandatory for both parties. "**INTERCAM BANCO**" will return each amount loaned on the date on which the agreed term for its payment ends.

**FIFTH.** For the sums received on loan, "**INTERCAM BANCO**" will pay the "**CUSTOMER**" 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 "**CUSTOMER**", which will remain unchanged during the term of the loan, without any revision of the same. Interest shall be payable at the expiration of the term for the payment of the principal amount of the respective loan. The "**Promissory with Interest Payable**" 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 writing.

**SIXTH.** The "**CUSTOMER**" and "**INTERCAM BANCO**" expressly agree that the maturity of any of the loans documented in "**Promissory Note with Interest Payable**" under this instrument does not imply the termination of this "**Agreement**", but only of the respective operation.

Notwithstanding the foregoing, the parties agree that the "**CUSTOMER**" may cancel the contracted product, prior to the respective maturity, by simply requesting it in writing at any branch of "**INTERCAM BANCO**" and settling any debts and/or commissions that at the time of requesting the cancellation were pending payment. "**INTERCAM BANCO**" will proceed to the cancellation immediately and it will take effect at the moment in which the agreed term of the "**Promissory Notes with Interest Payable**" contracted by the "**CUSTOMER**" is fulfilled.

### CHAPTER IV PROVISIONS APPLICABLE TO DEMAND BANK DEPOSITS OF CASH BEARING INTEREST TO TERM DEPOSITS, WITHDRAWABLE DEPOSITS BY PRIOR NOTICE, WITHDRAWABLE DEPOSITS ON PRE-ESTABLISHED DAYS AND PROMISSORY NOTES WITH INTEREST PAYABLE UPON MATURITY

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

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

"**INTERCAM BANCO**" shall determine in the respective "Face Sheet", the Total Annual Profit, in accordance with the provisions of the general provisions issued by Banco de México, which will be expressed in annual percentage terms that, for informative and comparative purposes, incorporates the capitalizable nominal interest generated by the term deposit operations, withdrawable on pre-established days and savings, entered into by "**INTERCAM BANCO**" with the "**CUSTOMER**", less the costs related to the operation, including the opening costs.



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

**THIRD.** Unless "**INTERCAM BANCO**" receives written instructions from the "**CUSTOMER**" to the contrary, the parties agree that "**INTERCAM BANCO**" shall have the power, but not the obligation, to automatically renew the Term Deposits received from the "**CUSTOMER**", as well as the loans documented with "**Promissory Note with Interest Payable**", in which case the renewals shall be made at the same term originally agreed and at the prevailing interest rate on such renewal date, as determined by "**INTERCAM BANCO**", which in no case may be lower than the interest rate at which "**INTERCAM BANCO**" is willing to enter into passive operations with the general public and that it makes known through posters, boards or blackboards located in the bank branches of "**INTERCAM BANCO**".

The parties agree that the automatic renewals provided for in the preceding paragraph are subject to the capacity and legal limits of "**INTERCAM BANCO**", as well as to market conditions, and therefore the "**CUSTOMER**" hereby releases "**INTERCAM BANCO**" from any liability in the event that it does not automatically renew any Term Deposit received from the "**CUSTOMER**" or "**Promissory Note with Interest Payable**" from the "**CUSTOMER**".

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

When the maturity of the Term Deposits and "**Promissory Note with Interest Payable**" is on a non-business day, the automatic renewal will be made on the same non-business day for the same term originally agreed, applying the prevailing interest rate on the "**BUSINESS DAY**" immediately prior to the renewal date, as determined and disclosed by "**INTERCAM BANCO**" in accordance with this clause.

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

**FIFTH.** In those cases in which the "**CUSTOMER**" instructs "**INTERCAM BANCO**" not to operate the automatic renewal of the Term Deposits received from the "**CUSTOMER**" as well as the loans documented with "**Promissory Note with Interest Payable**", "**INTERCAM BANCO**" shall transfer, on the "**BUSINESS DAY**" immediately following the maturity date, the respective resources to the main "Account" determined by the "**CUSTOMER**".

**SIXTH.** "**INTERCAM BANCO**" informs the "**CUSTOMER**" that, in terms of the Law for the Protection of Banking Savings and the applicable rules, only the Bank Deposits of money on demand, withdrawable on pre-established days, are guaranteed by the Institute for the Protection of Bank Savings (IPAB, acronym in Spanish of Institute for the Protection of Banking Savings), and with prior notice, as well as loans and credits accepted by "**INTERCAM BANCO**" up to the equivalent of four hundred thousand UDIS per person, individual or legal entity, regardless of the number, type and kind of such obligation in favor and in charge of "**INTERCAM BANCO**".

For the payment of the balances of the obligations guaranteed by the IPAB that derive from collective "Accounts", the following shall apply:

For joint and several "Accounts", the IPAB shall pay to the guaranteed amount to the persons who appear in the systems of "**INTERCAM BANCO**" as holders or co-owners in equal parts. IPAB's coverage of a joint and several "Account" shall not exceed four hundred thousand UDIS per account, whichever the number of holders or co-holders be.

In the case of joint "Accounts", the guaranteed amount of the "Account" shall be divided among the holders or co-owners, in proportion to the percentage expressly established, and in writing, by the holders or co-owners or, failing that, according to the relative information that "**INTERCAM BANCO**" maintains in its systems. In the event that a percentage has not been established, the balance will be divided in equal parts. The coverage by IPAB of a joint "Account" shall not exceed four hundred thousand UDIS per account, regardless of the number of holders or co-holders.

In the event that a "**CUSTOMER**" is the holder guaranteed by the IPAB in two or more individual and/or collective "Accounts" in "**INTERCAM BANCO**", and the sum of the balances of the guaranteed obligations derived from the individual "Accounts" and, if applicable, of the portion corresponding to the collective "Accounts", exceeds the amount equivalent to four hundred thousand UDIS, the IPAB will only pay up to such amount, prorating it among the "Accounts" according to their balance.

In the event of the death of one of the Holders Guaranteed by the IPAB, the provisions of the sixth of the general provisions for the treatment of collective "Accounts" with more than one holder or co-holders referred to in Article 189, section IV of the Law of Credit Institutions shall apply.

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

**SEVENTH.** The principal and interest of the deposit instruments that do not have a maturity date, or that have a maturity date and are automatically renewed, as well as the transfers or investments that are past due and unclaimed, which in the course of three years have not had any movement for Deposits or withdrawals, will be credited to a "Global Account" that "**INTERCAM BANCO**" will maintain for such purposes. The payment to the mentioned "Global Account" will be made after ninety calendar days after "**INTERCAM BANCO**" has given written notice to the "**CUSTOMER**" at the domicile of the latter, informing him of the above.

The resources contributed to the "Global Account" will only generate monthly interest equivalent to the increase in the National Consumer Price Index for the respective period.

In case the "**CUSTOMER**" 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 "**CUSTOMER**" or to deliver it to the "**CUSTOMER**".

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

**EIGHTH** (Exclusively legal entities). The **"CUSTOMER"**, or its legal representative, with sufficient powers and duly accredited before **"INTERCAM BANCO"**, may designate, by means of a signed letter of authorization addressed to **"INTERCAM BANCO"**, authorized third parties so that, through a registered e-mail, they may issue investment instructions with respect to the Time Deposits and **"Promissory Note with Interest Payable"**. The letter of authorization must specify the name(s) and e-mail(s) of the authorized third parties. The instructions of the authorized persons shall be executed in terms of the powers of the representatives themselves.

In this respect, in this act the **"CLIENT"** expressly grants to the referred authorized persons, the authorization referred to in article 310 of the Code of Commerce. Said persons authorized to carry out the investment instructions shall be considered factors of the **"CUSTOMER"** for all legal purposes. Therefore, **"INTERCAM BANCO"** is exempt from any liability to the **"CUSTOMER"** for acts or facts performed by the authorized factor(s). In case of change of the factor(s), the **"CUSTOMER"** is obliged to notify **"INTERCAM BANCO"** in writing, attaching the corresponding documentation. In the event that the **"CUSTOMER"** omits to make the change of factor(s), the **"CUSTOMER"** will exempt **"INTERCAM BANCO"** from any responsibility for the acts or deeds performed by him/her (them).

## CHAPTER V ABOUT BANK DEPOSITS OF MANAGED SECURITIES

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

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

**SECOND.** **"INTERCAM BANCO"** undertakes to make the corresponding collections in relation to such Securities and to perform the necessary acts for the preservation of the rights and compliance with the obligations that such Securities confer or impose on the **"CUSTOMER"** and to dispose of them for the execution of its instructions, without including the exercise of rights or legal actions.

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

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

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

The physical withdrawal or transfer of certificates or deposited Securities, may be made or ordered by the **"CUSTOMER"** or the representative of his estate in case of death, by means of the subscription of the documents requested by **"INTERCAM BANCO"** to prove the return or transfer to the full conformity of the person receiving them, prior legitimization of the latter.

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

In order that **"INTERCAM BANCO"** may comply with the custody and administration service entrusted to it, the parties agree that **"INTERCAM BANCO"** is empowered to subscribe in the name and on behalf of the **"CUSTOMER"**, the endorsements and assignments of nominative securities issued or endorsed in favor of the **"CUSTOMER"**, with respect to which the aforementioned service is being provided. **"INTERCAM BANCO"** shall comply with the instructions of the **"CUSTOMER"** for the handling of the yields of the certificates or receipts and deposited Securities, as well as for the handling of those that reach their maturity.

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

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

## CHAPTER VI PROVISIONS APPLICABLE TO ELECTRONIC BANKING SERVICES

## DEFINITIONS

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

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

**Electronic Banking Service:** the set of banking services and operations that "INTERCAM BANCO" performs with its **Users** through **Electronic Means**.

**Host to Host Banking Service:** the **Electronic Banking** service through which a direct connection is established between the **User's** computer equipment previously authorized by the institution and the institution's own computer equipment, through which the latter process the information for the performance of banking services and transactions.

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

**INTERNET" Banking Service:** the **Electronic Banking** service carried out through the worldwide electronic network called "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 Service:** the **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 Service:** the **Electronic Banking** service by means of which a **User** instructs via telephone through a representative of the institution duly authorized by the institution, with specific functions, who may operate in a call center, to carry out operations on behalf of the **User**.

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

**ATM:** 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.

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

**CoDi (acronym in Spanish for Digital Collection):** is a platform that using the Interbank Electronic Payments System managed by Banco de México, which allows the "CUSTOMER" making collections and electronic payments through telephone devices through the application of the **Mobile Banking Service** or any other service made available by "INTERCAM BANCO" to the "CUSTOMER".

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

**Authorized Accounts of Third Parties:** 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 "CUSTOMER", by the **Administrator User** or by the empowered and authorized **Users** that have the necessary access level, so that they can make payments in favor of third parties or transfer funds between accounts opened in "INTERCAM BANCO" through the **Electronic Banking** system, which can be cancelled by the "CUSTOMER", the **Administrator User** or the empowered and authorized **Users** when they deem it convenient.

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

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

**Unblocking of Authentication Factors:** the process by which "INTERCAM BANCO" enables the use of an **Authentication Factor** that was blocked. **Access Device:** the equipment that allows a **User** to access the worldwide network called "INTERNET" to enter the **Electronic Banking** service and carry out the operations, opening of "Accounts", conclusion of agreements and in general the contracting of the products and services referred to in this "Agreement", or any other, that "INTERCAM BANCO" makes available to the "CUSTOMER".

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

- a) **Authentication Factor 1.** Information known to the **User** and validated by the institution through questionnaires carried out by call center operators.
- b) **Authentication Factor 2.** Information known only to the **User**, such as **Passwords** and **PIN**.
- c) **Authentication Factor 3.** Information contained or generated in media or devices in respect of which the **User** has possession, such as devices or mechanisms that generate dynamic one-time **passwords** and **Integrated Circuit Banking "CARDS"**, which have properties that prevent the duplication of such media, devices or the information they contain or generate, such as the dynamic **CVV2** and "TOKEN".
- d) **Authentication Factor 4.** **User** information derived from their physical characteristics, such as fingerprints, biometric data, hand geometry or iris or retina patterns, provided that such information cannot be duplicated and used later.

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

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

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

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

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

- a) **Micro Payments:** transactions up to the equivalent in local currency of 70 UDIS per day.
- b) **Low Amount:** transactions of up to the equivalent in local currency of 250 UDIS per day.
- c) **Medium-value transactions:** transactions of up to the equivalent in local currency of 1,500 UDIS per day.
- d) For amounts in excess of the equivalent in local currency of 1,500 UDIS per day.

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



**Reestablishment of Passwords and Personal Identification Number (PIN):** the procedure by which the **User** can define a new **Password** or **PIN**.

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

**"Banking "CARD" with Integrated Circuit:** debit, credit or banking **"CARDS"** that have an integrated circuit or chip, which can store information and process it in order to verify, by means of cryptographic procedures, that the **"CARD"** and the terminal where it is used are valid.

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

**Point-of-Sale Terminal:** the **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"**.

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

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

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

In accordance with the foregoing definitions, the parties agree to be bound as follows:

## CLAUSES

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

1. Mobile Phone.
2. Point-of-Sale Terminals.
3. Voice-to-Voice Telephone Banking, or any other by telephone.
4. Card Control Service ("CARD" Administration).
5. World Wide Data Network known as "INTERNET".
6. "AUTOMATIC TELLER MACHINES".
7. Computer Terminals.
8. Mobile Banking.
9. Mobile Payment.
10. 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 **"CUSTOMER"** of the **Electronic Means** object of the present instrument implies the acceptance of the means and all the legal effects derived from it.

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

All acts and operations that the **"CUSTOMER"**, the **Administrator User** and the **Authorized Users** may carry out through the **Electronic Banking** system will be subject to the level of access granted at the time of contracting the service. Some operations and acts may be disabled for use depending on the type of "Account" in question 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 **Users** and the **Authorized User** will be indicated in the present **"Agreement"** and in its respective annexes. Additionally, the **"CUSTOMER"** and the **Administrator User** may register **Authorized Users** through the **Electronic Banking** system, in the corresponding section.

At the time of contracting, the **"CUSTOMER"** may designate an **Administrator User** who will have the broadest level of access with respect to the operations and transactions that can be carried out through the **Electronic Banking Service**, including designating **Authorized Users**, canceling the designation of these and expanding, modifying or restricting their levels of access and the form of acting, individually or jointly. The **Administrator User** shall limit his or her actions to the exercise of the powers granted to him or her when contracting the service.

For the purposes of the provisions of the two preceding paragraphs, the **"CUSTOMER"** may authorize in writing, 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 in accordance with the level of access specified therein and the daily limit amount of money authorized to operate set by the **"CUSTOMER"**.

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

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

**FIRST.** Through the use of the **Electronic Means** recognized by the parties, the "**CUSTOMER**" may, issue instructions, make balance inquiries, movements, status of procedures and operations and limits of amounts, account statements, logs or data management, activate means of disposal, make transfers to both own and third party "Accounts", within "**INTERCAM BANCO**" and interbank, make investments, purchase and sale operations of **foreign currencies** and precious metals, make payments, authorizations and instructions of Domiciliation of payment of goods, services or credits, payment of taxes, provisions of credits, payments and prepayments to such provisions of credits, arrange operations, exercise rights, fulfill obligations, make movements in your "**CARD**", including but not limited to blocking the processing of payments in certain means of access, the establishment of maximum limits with respect to the amount for which operations may be carried out with such "**CARDS**" or with respect to their exclusive use in operations carried out in national territory, 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 in accordance with its nature, under the concepts of brand and service that "**INTERCAM BANCO**" may make available to the "**CUSTOMER**". Likewise, through the **Electronic Means** recognized by the parties, they may agree to enter into operations, agreements, contracts, modifications or legal instruments of any nature previously contracted and/or different from those originally agreed for which the "**CUSTOMER**" in the contracting of such products and/or services, shall use a second Authentication Factor category 3 or 4, as appropriate in compliance with the applicable legal provisions. Likewise, "**INTERCAM BANCO**" may send account statements, notices and notifications by these means, and the "**CUSTOMER**" shall be deemed to have received them. Additionally, through **Electronic Means**, the "**CUSTOMER**" may obtain at its discretion financial market information not related to its "Accounts" and agreements, which will not imply any liability for "**INTERCAM BANCO**" since it is of a public and informative nature.

Likewise, the parties agree that in addition to the operations and services indicated in this clause, the "**CUSTOMER**" may, through the **Electronic Means**, operate any other product or service that "**INTERCAM BANCO**" makes available to him/her and that the same is regulated in any other agreement entered into with "**INTERCAM BANCO**".

In order to provide better services "**INTERCAM BANCO**" may expand, reduce or modify at any time, in whole or in part, temporarily or permanently, the conditions, characteristics and scope of the **Electronic Media** that it makes available to the "**CUSTOMER**", 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.

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

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

## POINT-OF-SALE TERMINALS

**THIRD. POINT OF SALE TERMINAL OPERATIONS.** The "**CUSTOMER**" may process its "**CARDS**" through the **Point of Sale Terminals** of "**INTERCAM BANCO**", in the establishments affiliated to other banks in which the "**CUSTOMER**" operates and which may be any of the following operations:

Cash withdrawals with the "**CARDS**", and withdrawals charged to the available balance of the respective account with which "**INTERCAM BANCO**" has entered into correspondent agreements;

2. Payment of goods and services with the "**CARDS**", which are associated to **Mobile Telephones** that have an operating system enabled for such purpose, and such operations shall be authorized by the "**CUSTOMER**" with his autographic signature or electronic signature, if so required by "**INTERCAM BANCO**";

3. Any other operation that may be authorized, whether in the national territory or abroad.

By virtue of the foregoing, the "**CUSTOMER**" may authorize the transactions made at the **Point-of-Sale Terminals** through the "**CARDS**", as follows: (i) by entering his/her **PIN**; or (ii) by introducing a biometric factor (fingerprint or facial recognition), or any other pattern defined by the "**CUSTOMER**" to unlock such device; or (iii) by means of an autographic signature.

## PROVISIONS RELATING TO VOICE-TO-VOICE TELEPHONE BANKING SERVICE

Independently of the provisions applicable to **Electronic Banking Service** contained in this Chapter, the following shall also be applicable to such service:

**FOURTH: SERVICES:** "**INTERCAM BANCO**" will provide the "**CUSTOMER**" with the services referred to in this section, within the days and hours established by "**INTERCAM BANCO**" for such purpose.

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

**FIFTH. AUTHENTICATION FACTORS AND USERS.** The "**CUSTOMER**", 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 "**CUSTOMER**". The "**CUSTOMER**", through the **Administrator User**, that in its case previously designated by means of the **Voice to Voice Telephone Banking Service** application, who will be able to carry out the administration of **Authorized Users**, being understood as administration of **Authorized Users** the process carried out by the **Administrator User** to designate and/or revoke **Authorized Users**.

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

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

**SIXTH. ACCESS TO VOICE-TO-VOICE TELEPHONE BANKING SERVICE.** Once the service is activated, the **"CUSTOMER"** shall log in to **"INTERCAM BANCO"** with his/her **User ID, Password or Authentication Factor 1**, to access the service established in this section.

If the **"CUSTOMER"** accesses through the telephone number of **"INTERCAM BANCO"**, **"INTERCAM BANCO"** may: (i) apply a questionnaire to the **"CUSTOMER"**, by the personnel or officers or executives that **"INTERCAM BANCO"** designates, in which questionnaires will require data that the **"CUSTOMER"** knows and/or (ii) request the number of the **"CARDS"**, its **PIN** partially, never complete and/or (iii) request the **Password** that **"INTERCAM BANCO"** designates or, if applicable, that **"CUSTOMER"** defines and/or the single use password contained or generated by **Electronic Means** provided by **"INTERCAM BANCO"** (the **"OTP"**) and/or if applicable, (iv) the biometric required by **"INTERCAM BANCO"**.

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

- I. Instructions to withdraw resources against the available balance of any of its **"Accounts"** held by the **"CUSTOMER"** with **"INTERCAM BANCO"** and credit to accounts of the **"CUSTOMER"** or third parties previously registered;
- II. Consultation of balances or movements of the **"Account"**;
- III. **Foreign Exchange** Trading;
- IV. Investments; and
- V. Any other operation or service that **"INTERCAM BANCO"** may authorize and make available to the **"CUSTOMER"** through **Voice to Voice Telephone Banking**.

**EIGHTH. RECORDINGS.** The **"CUSTOMER"** 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 **"CUSTOMER"** through this means.

#### **PROVISIONS RELATING TO THE CARD MANAGEMENT SERVICE ("CARD CONTROL")**

**NINTH** (Exclusive to individuals). **"INTERCAM BANCO"** makes available to the **"CUSTOMER"**, free of charge and through the **Mobile Banking** application, the use of the service called **"CARD CONTROL"** as a feature of its **"CARDS"**, as well as a means through which the **"CUSTOMER"** may instruct **"INTERCAM BANCO"** to block the processing of transactions carried out through **"AUTOMATIC CASHIER"**, stores, purchases through the network called **"INTERNET"**, international stores and purchases by telephone. Through said service, the **"CUSTOMER"** may instruct the blocking or unblocking of the **"CARDS"**, or establish restrictions via **Mobile Banking** on the transactions that may be carried out with the **"CARDS"** associated to its **"ACCOUNTS"** (holder and additional), in the understanding that the holder of the **"ACCOUNTS"** or in its case the natural person that the **"CUSTOMER"** designates for such purpose, will be the only person that may make use of the **"CARD CONTROL"** service. The foregoing with the purpose of providing greater security to the **"CUSTOMER"** in the operations carried out through the use of their **"CARDS"**.

The parties agree that for the use of the service, the **"CUSTOMER"** shall be subject to the following: (i) must have a **Mobile Phone** with an operating system compatible with the **Mobile Banking** application; (ii) must maintain **"INTERNET"** services in its **Mobile Phone**; (iii) must download the **Mobile Banking** application and comply with the requirements and processes for registration and use that are requested directly in said application; and (iv) must register the Manage Card service (hereinafter **"CARD CONTROL"**) through **Mobile Banking**.

The **"CUSTOMER"** may consult the functionality of this service, requirements for use and the general terms and conditions on the web page [www.intercam.com.mx](http://www.intercam.com.mx), in the **Mobile Banking** application itself at the time of downloading it to the **Mobile Phone**, or go to any branch of **"INTERCAM BANCO"** to receive the appropriate advice.

By using this service, **"INTERCAM BANCO"** informs the **"CUSTOMER"** and the **"CUSTOMER"** accepts and understands that it may enable controls and limits of use with respect to the **"CARDS"** that are linked to the **"CARD CONTROL"** service, which are mentioned below:

- a) Block and unblock the processing of payments with the **"CARDS"** (cardholders and additional cards) temporarily, in which case no transaction will be accepted that is intended to be made with them.
- b) Activate or block transactions made with the **"CARDS"** outside the country selected by the **"CUSTOMER"**.
- c) Activate or block transactions made with the **"CARDS"** through **"ATMs"**, stores, purchases through the network called **"INTERNET"**, international stores and purchases by telephone.
- d) Manage and establish limits to the amounts and number of transactions that may be made with the **"CARDS"**. The number of transactions may be determined on a daily basis. The limit of amounts may be determined for each transaction made.
- e) Consultation of dynamic **CVV2** to carry out operations and/or non face-to-face purchases that require it, with the **"CARDS"** linked to the service.



**INTERCAM BANCO** will execute the instructions of the **"CUSTOMER"** only with respect to the controls that the **"CUSTOMER"** has directly enabled in the service.

**"INTERCAM BANCO"** informs the **"CUSTOMER"** that, through the use of **"CARD CONTROL"** he/she will not be able to carry out **Monetary** or transactional **Operations**, account statement consultations or any other related to the aforementioned. The service does not replace the use of the **"CARDS"**.

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

The use of the service is voluntary and optional for the **"CUSTOMER"** and by making use of it through the **Mobile Banking** application it will be considered accepted and will be governed by this section and this **"Agreement"**. The **"CUSTOMER"** may use his/her **"CARDS"** without the need to download and use the service; in the understanding that once the **"CARD CONTROL"** service is activated, the use of the **"CARDS"** will be subject to the controls determined herein by **"INTERCAM BANCO"**, however, the **"CUSTOMER"** will be responsible for the limits established from the **Mobile Banking** application.

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

#### PROVISIONS RELATING TO THE USE OF AUTOMATIC TELLER MACHINES

**TENTH. OPERATIONS IN AUTOMATIC TELLER MACHINES.** The **"CUSTOMER"** may perform the following operations or services through the **"ATMs"** of **"INTERCAM BANCO"**, or through the ATMs that integrate the national system of shared ATMs, or through the ATMs that correspond to the worldwide systems with which **"INTERCAM BANCO"** has agreements for the shared use of **"ATMs"**, provided that **"INTERCAM BANCO"** has enabled it:

Cash withdrawals with the **"CARDS"** and withdrawals charged to the available balance of the **"Account"**, or charged to any other **"Account"** of the **"CUSTOMER"**;

2. Consultation of balances of the **"Accounts"**; and.

3. Any other operation that **"INTERCAM BANCO"** may authorize in the future, either in Mexico or abroad.

**ELEVENTH. RELEASE OF LIABILITY.** The operations referred to in the preceding clause shall be subject to the following:

- a) In the case of withdrawals from the **"Accounts"** or withdrawals with the **"CARDS"**, it shall not be necessary for the **"CUSTOMER"** to sign any document and these shall be totally valid by the sole operation of the **"ATM"** through the use of the **"CARDS"** and the **PIN**; and
- b) In the case of balance inquiries, the information that **"INTERCAM BANCO"** provides to the **"CUSTOMER"** will correspond to the information that appears at that moment in its accounting records.

**TWELFTH. MEANS OF ACCESS.** The **"CUSTOMER"** and its authorized parties in order to carry out the operations referred to in clause TEN above of this section, must authenticate themselves directly at the **"ATMs"**, for which purpose they will enter the user identifier which may be the **"CARDS"** and type in their **PIN**, composed of 4 (four) numeric digits.

**RESPONSIBILITY FOR THE USE OF THE MEANS OF ACCESS.** The **"CUSTOMER"** and its authorized parties, for the use of the **"ATMs"**, expressly acknowledge and accept the personal and non-transferable nature of the **"CARDS"**, as well as the **PIN**. Therefore, it is the exclusive responsibility of the **"CUSTOMER"**, any loss that may be suffered as a consequence of the improper use of the **"CARDS"** and the **PIN** at the **"ATMs"**. **"INTERCAM BANCO"** reserves the right to retain the **"CARDS"** at any time through the **"ATMs"**.

#### MEANS, MECHANISMS AND PROCEDURES OF USER IDENTIFICATION AND AUTHENTICATION

**FOURTEENTH. MEANS.** By signing the **"Request-Agreement"** of the **Electronic Banking Service**, the **"CUSTOMER"** expressly contracts the execution of transactions and the rendering of banking and financial services by **Electronic Means**.

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

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

The use of the **"Access Keys"** defined herein shall be the exclusive responsibility of the **"CUSTOMER"**, who acknowledges and accepts from now on as his/her own all the transactions entered into with **"INTERCAM BANCO"** using such **"Access Keys"**, and for all legal purposes, expressly acknowledges and accepts the personal and non-transferable nature of the **"CUSTOMER"** code and **PIN**, as well as its confidentiality.

Pursuant to the provisions of Title Two, Book Two of the Commercial Code, entitled "Electronic Commerce", according to which the use of the means of identification that are established in substitution of the autograph signature, will produce the same effects that the laws grant to the corresponding documents and, consequently, will have the same probative value, by virtue thereof, 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 where such electronic signature appears, will produce the same effects that the laws grant to the documents subscribed by the parties and will have the same probative value. When due to negligence, fault, fraud or bad faith of the **"CUSTOMER"**, the security measures for access to **Electronic Media** are exceeded and even induce error, causing damage or harm to the **"CUSTOMER"**, **"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** it has made available to the **"CUSTOMER"**, even if the **"Access Codes"** have been lost or stolen by the **"CUSTOMER"**, if the **"CUSTOMER"** did not notify **"INTERCAM BANCO"** in writing and with due anticipation, so that the necessary measures may be taken to avoid access by unauthorized third parties to such **Electronic Means**.

**SIXTEENTH. BLOCKING.** The parties agree that **"INTERCAM BANCO"** will automatically block the use of **Passwords** and **Access Devices** for the **Electronic Banking Service**, in the following cases:

- I. When an attempt is made to access the **Electronic Banking Service** using incorrect **Authentication** information on three consecutive occasions.
- II. When the **"CUSTOMER"** 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 **"CUSTOMER"** with a handwritten signature, under the terms and with respect to the different **Electronic Banking Service** that **"INTERCAM BANCO"** makes available to him/her.

**SEVENTEENTH. OWNERSHIP OF THE SYSTEM.** The **"CUSTOMER"** expressly accepts and acknowledges that **"INTERCAM BANCO"** is the owner or holder of the rights of the means of access and the programs that allow him/her to make use of the services identified above, therefore, without the consent of the latter, the **"CUSTOMER"** may not transfer, disclose or make any other use, in whole or in part, of said means of access and programs, 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 **"CUSTOMER"** accepts that it is his/her responsibility the administration of the information generated through the use of these services and that is stored in his/her computer or in any other media, in the elements of information storage 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 mentioned media.

**EIGHTEENTH. AUTHENTICATION FACTORS.** **"INTERCAM BANCO"** will assign to the **"CUSTOMER"** a **"CUSTOMER Code"**, which together with the telephone password or **PIN** and the **"dynamic one-time PIN (OTP)"** determined by the **"CUSTOMER"** or generated by a device for each means of access and/or service, (hereinafter the **"Access Codes"**), will identify him/her as **"CUSTOMER"** of **"INTERCAM BANCO"** and will allow him/her to access the different **Electronic Means** recognized by the parties for the purpose of arranging transactions and financial services.

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

**"CUSTOMER Code"**: **"CARD"** Number / **"Checking Account"** Number: It is, as required to the **"CUSTOMER"** in each case, the string of characters that allows to recognize the identity of the **"CUSTOMER"** for the use of the **Electronic Banking Service**.

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

**PIN**: It is the numeric and/or alphanumeric password, depending on the **Electronic Banking Service** in question; generated by the **"CUSTOMER"** whose 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 denominations, such as **Access Password**, telephone key, etc., all of them synonyms. However, the characteristics and length of each type of **PIN** may vary depending on the means of access.

**"Dynamic one-time PIN (OTP)"**: It is the numerical key whose configuration is unknown to the employees and officers of **"INTERCAM BANCO"**, which will be generated by a program designated for that purpose by **"INTERCAM BANCO"**, or in its case, by a special device (hereinafter **"TOKEN"**) that uses an algorithm, each time required by the **"CUSTOMER"**, 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 **"CUSTOMER"** 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.

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

**TWENTY SEVENTH. SESSIONS:** **"INTERCAM BANCO"**, to allow the beginning of a session:

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

- I. The **"CUSTOMER Code"** or number of the **"CARD"** in question, and
- II. **NIP**.

In the case of **Mobile Payment** and **Mobile Banking**, the **User** identifier will in any case be the number of the **Mobile Phone** line associated with the use of such **Electronic Banking Service**.

B. It will provide the **"CUSTOMER"** 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 **"CUSTOMER"** can verify through the **"TOKEN"**, or through the means that **"INTERCAM BANCO"** itself indicates for such purpose.

**RESPONSIBILITIES OF THE "CUSTOMER" AND "INTERCAM BANCO".  
REGARDING THE USE OF THE ELECTRONIC BANKING SERVICE**

**TWENTY-FIRST. 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 **"CUSTOMER"** through the worldwide data network known as **"INTERNET"**, via telephone, **Mobile Banking** and **"ATMs"**, will generate a **"Reference Number or Folio"** for the completion of each transaction or service, which will accredit the existence, validity and effectiveness of the use of the services that according to the provisions in force affect or must 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 **"CUSTOMER"** 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 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 **"CUSTOMER"**, 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 **"CUSTOMER"** 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 **"CUSTOMER"**. In no case **"INTERCAM BANCO"** will be obliged to comply with the instructions of the **"CUSTOMER"** 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 **"CUSTOMER"** 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 **"CUSTOMER"**, who accepts and acknowledges from now on as his own, provided there are elements that evidence the use of the **"Access Keys"** and the existence of the corresponding **"Reference Number or Folio"**, who accepts and recognizes them as his own as long as there are elements that evidence the use of the **"Access Keys"** and the existence of the corresponding **"Reference Number or Folio"**, and therefore, they will be obligatory and binding for the **"CUSTOMER"** and framed in the terms and conditions of the model applications and/or contracts that **"INTERCAM BANCO"** usually uses to implement such acts, who accepts and recognizes them as his own at all times.

g. The **"CUSTOMER"** 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 the same, shall have full probative value and legal force as proof that it operated through the equipment or electronic system that issued the voucher in question.

h. In the account statements that in terms of this **"Agreement"** are sent to the **"CUSTOMER"**, the transactions carried out through **Electronic Means** shall be stated and identified. The observations to such account statements shall be formulated by the **"CUSTOMER"** in the manner and terms indicated in this **"Agreement"**.

The **"CUSTOMER"** and **"INTERCAM BANCO"** agree that the latter shall not be obligated to provide services through **Electronic Means** in the following cases: (i) when the information transmitted is insufficient, inaccurate, erroneous or incomplete; (ii) when the **"CARD"** of the **"CUSTOMER"** or the **"ADDITIONAL CARDS"** are not registered for the purpose of providing services through **Electronic Means**, or are cancelled, even if it has not been cancelled; (iii) when charges cannot be made due to insufficient available balances or when the **"CUSTOMER"** does not have a balance in its favor; (iv) when the computer equipment or access to **"INTERNET"** of the **"CUSTOMER"** are not updated, are not compatible or present any failure, restriction of use or limitations of any nature that make it impossible to access the **Electronic Means** that **"INTERCAM BANCO"** makes available; (v) due to the need to carry out repair and/or maintenance tasks of all or part of the elements that integrate the systems referred to in this clause, which could not be avoided.

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

The **"CUSTOMER"** shall be responsible and shall assume the total risk of the instructions given and transmitted to **"INTERCAM BANCO"** even if the same are inaccurate or erroneous or, for any reason, are lost during transmission including, without limitation, the malfunctioning of the **Electronic Means** or security channels, therefore the **"CUSTOMER"** hereby releases **"INTERCAM BANCO"** from any banking operation that **"INTERCAM BANCO"** carries out following the instructions given by **"CUSTOMER"** through the **Electronic Banking Service**.



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

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

**TWENTY-SECOND. Information regarding CoDi and limitation of liability to Banco de México.** The "CUSTOMER" accepts that Banco de México shall not be liable for the content, source or authenticity of the collection messages or for the information, nor for any damages caused by the issuance and receipt of such messages.

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

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

#### MEANS OF ARRANGING OPERATIONS AND SERVICES

**TWENTY-THIRD. MEANS OF FORMALIZATION.** The parties agree that the instructions that the "CUSTOMER" 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 "CUSTOMER" to "INTERCAM BANCO", must be in writing, unless "INTERCAM BANCO" has expressly authorized its execution by **Electronic Means**.

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

**TWENTY FOURTH. 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 Means** are of a commercial nature for both the "CUSTOMER" and "INTERCAM BANCO". In accordance with the foregoing, the "CUSTOMER" 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 "CUSTOMER", when he/she carries out operations through the equipment or system in question, using the "Access Keys" 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 "CUSTOMER", when the latter makes use of the equipment or enters the automated system in question, and that the information provided through this service is received by the "CUSTOMER" at the time he/she obtains such information.

**TWENTY-FIFTH. REGISTRATION OF ACCOUNTS.** The "CUSTOMER" may instruct "INTERCAM BANCO" to carry out operations with respect to its own "Accounts" and to "Accounts" of third parties for which it may register deposit and investment "Accounts", as well as credits and "CARDS" that may be operated through the system, whether of its own or of third parties.

**Own "Accounts":** For purposes of this "Agreement", the "CUSTOMER" may only register as its own "Accounts" those "Accounts" that are in the name of the "CUSTOMER" itself or of which it is co-owner, whether these are maintained in "INTERCAM BANCO" or in other banking institutions (national or foreign), the "CUSTOMER" agreeing with "INTERCAM BANCO" that to the "Accounts" registered as its own included within the services that compose the system, the provisions of this "Agreement" shall also be applicable to them.

**Third Party "Accounts":** The "CUSTOMER" 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 "Accounts" of third parties, whether these are maintained in "INTERCAM BANCO" or in other banking institutions.

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

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

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

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

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

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

For **Monetary Transactions** carried out through **Host to Host Banking**, **Point of Sale Terminals** or "**ATMs**", the "**CUSTOMER**" will not be required to register the destination "Accounts"; neither for those carried out through **Mobile Payment** and **Mobile Banking**, provided that, in the case of the latter two, the amount of such transactions is up to the equivalent of the Low Amount transactions for each transaction.

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

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

The "**CUSTOMER**" may not modify the designated means of notification through "**AUTOMATIC CASHIER**" 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 "**CUSTOMER**" to which this Chapter applies.

#### **LIMITS ON THE INDIVIDUAL AND AGGREGATE DAILY AMOUNTS**

**TWENTY SEVENTH. LIMIT OF TRANSACTIONS.** "**INTERCAM BANCO**" may allow the "**CUSTOMER**" to establish limits of amount for the **Monetary Transactions** made through **Electronic Banking Service**, 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 that are available at the branches of "**INTERCAM BANCO**", prior identification.

The "**CUSTOMER**" shall establish limits on the amount of money transfers to "Accounts" of third parties and other institutions as well as for the 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 "**ATMs**", "**INTERCAM BANCO**", without its responsibility, reserves the right to decline operations when they exceed the daily accumulated amount per "Account" of Medium Value Currency Transactions.

In no case the accumulated amount of the **Monetary Transactions** carried out by a **User** through **Mobile Payment**, even when up to two "**CARDS**" or "Accounts" are associated, 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 6,000 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 250 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 ELECTRONIC BANKING SERVICE CONTRACTING.**

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

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

**TWENTY-NINTH.** The parties agree that the **Electronic Banking Service** may be terminated by either party at any time, by notifying the request for termination to the other party at least 30 (thirty) calendar days prior to the date on which it intends to terminate the service. The termination of the **Electronic Banking Service** shall not entail the termination of this "**Agreement**".

To request the termination of the **Electronic Banking Service**, it will be sufficient for the "**CUSTOMER**" to submit a written request at any branch of "**INTERCAM BANCO**", or through any electronic channel, having the "**CUSTOMER**" the obligation to settle debts and commissions at the time of requesting the termination. "**INTERCAM BANCO**" will provide the "**CUSTOMER**" with an acknowledgement of receipt, confirmation code or folio number and must ensure the authenticity and veracity of the identity of the "**CUSTOMER**" who makes the respective termination request.

Once "**INTERCAM BANCO**" receives from the "**CUSTOMER**" its request for cancellation of the **Electronic Banking Service**, or as soon as "**INTERCAM BANCO**" notifies the "**CUSTOMER**" of the cancellation of the **Electronic Banking Service**, "**INTERCAM BANCO**" will adopt the necessary measures to avoid subsequent movements on said channel, ceasing from that moment any liability of the "**CUSTOMER**".

## FROM HOST TO HOST BANKING SERVICE

**THIRTEENTH. "INTERCAM BANCO"** undertakes to provide the **"CUSTOMER"** the **Host to Host Banking** service, through which it will allow the **"CUSTOMER"** to send or receive files in ".txt" format, for payments in SPEI, SPID, international transfers, credit card payments, as well as for balance inquiries and electronic account statements through SWIFT MT940 and SWIFT MT942. Likewise, the **"CUSTOMER"** must designate and register the beneficiaries in the terms set forth in the common legislation.

Notwithstanding the foregoing, **"INTERCAM BANCO"** may make available to the **"CUSTOMER"** other formats that expand the range of operations and services provided through **Host to Host Banking** that **"INTERCAM BANCO"** will make known to the **"CUSTOMER"**.

**"INTERCAM BANCO"** will provide the connection to the **Host to Host Banking** service through a Secure File Transfer Protocol, "SFTP" (for its acronym in English), or through an Application Programming Interface, "API" (for its acronym in English). For purposes of the foregoing, in order to request the activation of the **Host to Host Banking** service, the **"CUSTOMER"** must have previously contracted an "Account" with **"INTERCAM BANCO"** in terms of Chapter I of this **"Agreement"**.

The **"CUSTOMER"** shall indicate to **"INTERCAM BANCO"** through the **Host to Host Banking** service the personnel authorized to register and carry out operations in the "Account(s)", who shall be solely responsible for the use of the system used by the **"CUSTOMER"** for its connection to the **Host to Host Banking** service.

**THIRTEENTH ONE. "INTERCAM BANCO"** will provide the **Host to Host Banking** service from 9:00 a.m. to 4:00 p.m. every **"BUSINESS DAY"**. Likewise, **"INTERCAM BANCO"** may extend or restrict the hours in accordance with its operational needs, having to previously inform the **"CUSTOMER"** by the means agreed by both for such purpose under this service and/or **"Agreement"**.

**THIRTY SECOND.** The **Host to Host Banking** service allows the **"CUSTOMER"** to transmit payment instructions using files with the structure previously agreed between the parties, as well as to make inquiries to **"INTERCAM BANCO"**, and to transmit to the **"CUSTOMER"** the statements of daily and partial movements.

**THIRTEENTH THIRD.** During the implementation process of the **Host to Host Banking** service, the **"CUSTOMER"** will be guided by **"INTERCAM BANCO"** and must meet the following requirements:

- a) The availability of the technical personnel of the **"CUSTOMER"** to carry out the connection to the **Host to Host Banking** service, making the necessary adjustments of connectivity and automation for the generation of the necessary files for the operation of the transactions that the **"CUSTOMER"** requires to send through the **Host to Host Banking** service to **"INTERCAM BANCO"**.
- b) To have a Public Key for delivery to **"INTERCAM BANCO"** type PGP of 4,096 bits.
- c) Install the security channel according to the specifications provided by **"INTERCAM BANCO"**.
- d) Allow the verification and authorization of the access devices used by the **"CUSTOMER"** to establish connectivity and communication between its applications and those of **"INTERCAM BANCO"**.
- e) To have available funds in the "Accounts" and that the **Destination Accounts** of the resources are previously registered by the **"CUSTOMER"** and authorized for its use.
- f) At no time **"INTERCAM BANCO"** will participate in the configuration, adaptation and programming of the **"CUSTOMER"** own systems, therefore **"INTERCAM BANCO"** will only provide training and guidance for the connection and use of the **Host to Host Banking** service.
- g) **"INTERCAM BANCO"** will allow the **"CUSTOMER"** to use the **Host to Host Banking** service through the Internet, provided that the **"CUSTOMER"** performs the authentication procedure determined by **"INTERCAM BANCO"**.
- h) Once the **"CUSTOMER"** has been authenticated, the **"CUSTOMER"** will have access to the **Host to Host Banking** service to send instructions to **"INTERCAM BANCO"** and execute the financial transactions requested by the latter, or to make queries of its "Accounts" associated to the **Host to Host Banking** service.
- i) The instructions received by **"INTERCAM BANCO"** for the execution of payments charged to the "Account" of the **"CUSTOMER"** will be subject to the corresponding validations in order to accept and/or reject such instructions.
- j) The **Host to Host Banking** service will be provided individually to the **"CUSTOMER"**, regardless of whether he/she has one or several "Accounts", in which case the same encryption key will be used for all of them.
- k) In the **Host to Host Banking** service, the confirmation received by the **"CUSTOMER"** with respect to the operations carried out by such means, shall serve as a material proof of the operations in question, with all the effects attributed to them by law, provided that such confirmation is duly registered in the security channel of the **Host to Host Banking** service.

**THIRTEENTH FOURTH.** The security of the transmission of information and instructions shall be the sole responsibility of the **"CUSTOMER"**. Likewise, the timely transmission and the content of the information provided by the **"CUSTOMER"** to **"INTERCAM BANCO"** to carry out the instructions or operations through the sending of electronic files by means of the **Host to Host Banking** service will also be the exclusive responsibility of the **"CUSTOMER"**. **"INTERCAM BANCO"** will keep the files of the acknowledgement of receipt and the output files of the corresponding services and operations for a period of 15 (fifteen) days counted from their generation in the folder that the **"CUSTOMER"** has assigned in the **Host to Host Banking** service to take and deposit files.



Consequently, the **"CUSTOMER"** is obliged to send through the SFTP connection of **"INTERCAM BANCO"**, a data file containing the information for the provision of the service. The **"CUSTOMER"** shall prepare the file according to the format provided by **"INTERCAM BANCO"** for each of the services required to be processed. The **Host to Host Banking** service may also consist, depending on the associated service, of only the generation by **"INTERCAM BANCO"** of output files of the **"CUSTOMER"**.

**THIRTY FIFTH.** The **"CUSTOMER"** agrees to pay to **"INTERCAM BANCO"** the current commissions generated by the provision of the **Host to Host Banking** service, which will be disclosed in the Annex of Commissions of this **"Agreement"**. Therefore, the **"CUSTOMER"** hereby authorizes **"INTERCAM BANCO"** to charge the amounts, if any, applicable to the **"Account(s)"** of the **"CUSTOMER"** once they have been generated, and the **"CUSTOMER"** is obliged to have sufficient funds to collect them.

**THIRTEENTH SIXTH.** **"INTERCAM BANCO"** informs the **"CUSTOMER"** that the risks and recommendations in the provision of the **Host to Host Banking** service through the use of automated means shall be as follows:

- i. That the operation cannot be carried out.
- ii. Theft or loss of the user keys and passwords assigned to the responsible and/or contact of the **"CUSTOMER"**.
- iii. Measures or recommendations to correct them.
- iv. Periodically change user names and passwords.
- v. Protect your computers from malicious software with at least one firewall, antivirus and anti-spyware software and update them constantly.
- vi. Do not provide your username and password to anyone else, as these items are personal and non-transferable.
- vii. Completely close the work sessions at the end of the operations to be carried out or when you have to leave the place where you are operating, even if only for a few minutes.
- viii. Anticipate and take into account the hours of operation of the **Host to Host Banking** service.
- ix. Constantly verify the security measures that **"INTERCAM BANCO"** informs you through the Internet on its web page.
- x. Avoid as much as possible the use of free e-mails to exchange information with **"INTERCAM BANCO"**.
- xi. Immediately notify **"INTERCAM BANCO"** when the **"CUSTOMER"** identifies transactions and/or any activity recorded in its acknowledgements of receipt of transactions that it does not recognize or that is unusual.

**"INTERCAM BANCO"** will inform the **"CUSTOMER"**, through any of the communication channels agreed under this **"Agreement"**, of the measures and recommendations that can be carried out to avoid possible fraud in the use of the contracted financial services.

**THIRTEENTH SEVENTH.** The parties agree that the transactions carried out through the **Host to Host Banking** service shall be subject to the terms, conditions and commissions agreed upon in this **"Agreement"** for each particular transaction.

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

**THIRTEENTH EIGHTH.** The **"CUSTOMER"** 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 minute in the case of **Mobile Payment**, **"AUTOMATIC CASHIER"** and **Point-of-Sale Terminals**;
- b) When in the course of a session of the **"INTERNET" Banking** service, **"INTERCAM BANCO"** identifies relevant changes in the communication parameters of the **Electronic Media**; and
- c) When simultaneous access is detected, through the use of the same **User** identifier, to more than one session in the **Electronic Banking Service**.

Likewise, the **"CUSTOMER"** accepts that **"INTERCAM BANCO"** may:

- i. Request the information it deems necessary to define the regular use it makes of the **Electronic Banking Service**; and
- ii. Apply preventive measures, in terms of the provisions of Clause Six of **"CHAPTER I, ON OVERSEE BANK DEPOSITS OF MONEY ON DEMAND IN NATIONAL CURRENCY AND FOREIGN CURRENCY AND FOR THE OPENING OF ACCOUNTS"** of this **"Agreement"**, including but not limited to: the suspension of the use of the **Electronic Banking Service** or of the operation to be performed, when there are elements that make it appear that the **User** identifier or the **Authentication Factors** are not being used by the **User** himself/herself.

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

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

#### ABOUT REFERENCED DEPOSIT SERVICE

**FIRST. DEFINITIONS.** The following terms, in singular or plural, capital and/or lower case, indistinctly, shall have the meaning indicated below:

**Referenced Deposit:** Amounts paid by Third Parties into the account that the "**CUSTOMER**" has contracted with "**INTERCAM BANCO**".

**Verification Digit:** Numbers that are added to the reference of the "**CUSTOMER**", which will guarantee that the payment data will be the same that the "**CUSTOMER**" assigned to the Third Party.

**Payment Method:** Means through which the "**CUSTOMER**" makes the payment.

**Electronic Means of Payment:** It is the electronic means used by the Third Parties and the "**CUSTOMER**" to carry out transactions with "**INTERCAM BANCO**".

**Validation Module:** This is the algorithm or calculation routine that generates the **Reference Verification Digit** for validation at the time of payment.

**Reference:** Numeric or alphanumeric keys, with which the deposits made by the Third Parties in favor of the "**CUSTOMER**" will be identified.

**Third Party:** Individual and/or legal entity that makes a Referenced Deposit, for the goods or services that the "**CUSTOMER**" provides.

**SECOND OBJECT:** "**INTERCAM BANCO**" agrees to receive on behalf of the "**CUSTOMER**" the amounts (in cash, charged to the Card and/or electronic transfer of funds) for payment of products and/or services made by **Third Parties**, which are directly related to the commercialization of goods and/or services that the "**CUSTOMER**" offers and/or performs.

The "**CUSTOMER**" shall indicate the account contracted with "**INTERCAM BANCO**" to which the liquid amounts deposited by the **Third Parties** shall be credited, and shall also indicate the **Reference** scheme to be used.

In order to receive **Referenced Deposits** in the designated account, the "**CUSTOMER**" shall provide the **Third Parties** with the **Reference** and service to which each payment shall be made.

The "**CUSTOMER**" will be able to consult through internet banking, in his/her account statement, the transactions received derived from the payments made in his/her Account, identifying the Payment **Reference**, as well as other data that allow the identification of each payment.

The **Referenced Deposits** made and credited to the Account of the "**CUSTOMER**" shall be made in local currency or in dollars (currency of legal tender in the United States of America "USD") depending on the type of Account that the "**CUSTOMER**" has contracted with "**INTERCAM BANCO**" and designated for the purposes of this service of **Referenced Deposits**.

**THIRD. PROCEDURE.** The **Third Parties**, in order to make the **Referenced Deposits** in "**INTERCAM BANCO**" must exhibit the **Reference** assigned to them by the "**CUSTOMER**".

The "**CUSTOMER**" must conform and specify the **Reference(s)**, as well as indicate its length. The length of such **Reference(s)** is subject to the types of modules available in "**INTERCAM BANCO**" and to the modalities for the reception of the payment.

Likewise, at least one of the **Reference(s)** must have the **Validation Module**, which may or may not contain a **Verification Digit**.

When receiving payments, "**INTERCAM BANCO**" will be obliged to validate the concepts indicated by the "**CUSTOMER**" according to the validation module selected in the application for the **Referenced Deposit** service. In the event that the "**CUSTOMER**" does not wish to have a **Validation Module**, "**INTERCAM BANCO**" will not be obliged to validate the concepts indicated by the "**CUSTOMER**".

The **Referenced Deposits** may be received through internet banking, SPEI, SPID or at the teller window (by means of cash, charge to account or checks issued by "**INTERCAM BANCO**") the payment of the corresponding amount will be made online. Each payment will appear referenced in the account statement that "**INTERCAM BANCO**" will issue monthly to the "**CUSTOMER**".

Additionally, the information of the deposits will be available through the internet banking that the "**CUSTOMER**" has contracted with "**INTERCAM BANCO**", by way of consultation and export of files.

**FOURTH. PAYMENT METHODS.** "**INTERCAM BANCO**" agrees to receive on behalf of the "**CUSTOMER**" the amounts of the **Referenced Deposits**, through the following channels:

- I. At the teller windows of any of the branches of "**INTERCAM BANCO**" by presenting the **Reference**, for payment in cash, charge to a **third party** account contracted with "**INTERCAM BANCO**", check issued by "**INTERCAM BANCO**", as determined by the "**CUSTOMER**";
- II. Through **Electronic Banking Service** by using the services of "**INTERNET**" Banking, **Mobile Banking** or the digital means made available by "**INTERCAM BANCO**" for such purposes; and
- III. By means of **Electronic Banking** of another bank through SPEI or SPID transfers, as applicable.

"**INTERCAM BANCO**" will notify the "**CUSTOMER**" in case new means of payment are implemented for the reception of the **Referenced Deposits**, as well as the conditions or requirements for each one.

**FIFTH. REFERENCES.** The "**CUSTOMER**" shall select, in its **Reference**, any **Validation Module** available in "**INTERCAM BANCO**". The omission of the "**CUSTOMER**" to the provisions of this clause, will result in the liability(ies) derived from the clarification(s) thereof to be assumed by the "**CUSTOMER**" without any liability for "**INTERCAM BANCO**".

In order to receive the **References** in the different means of payment, the "**CUSTOMER**" must choose the following characteristics:

1. Window and **Electronic Banking Service**: from one to three **References** no more than 35 positions; and,
2. Interbank payment: a single alphanumeric **reference of** no more than 35 positions.

**SIXTH. INTEGRATION OF THE FUNDS.** "**INTERCAM BANCO**" will deliver to the "**CUSTOMER**", the funds received, the same day in which the **Referenced Deposits** are made by the **Third Parties** through the online credit to the Account opened with "**INTERCAM BANCO**" in accordance with the terms and conditions set forth in this "**Agreement**" and particularly in accordance with the following clause.

The Parties agree that, at the closing of operations of each day, "**INTERCAM BANCO**" will charge, from the available balance in favor of the "**CUSTOMER**", in the Account, the amount corresponding to commissions plus the applicable Value Added Tax (VAT), in accordance with the provisions of the Annex of Commissions of this "**Agreement**".

In the event that "**CUSTOMER**" does not have a sufficient balance for "**INTERCAM BANCO**" to collect the corresponding commissions and taxes, it shall be entitled to make such charge in subsequent days until the outstanding debts of the "**CUSTOMER**" are fully covered.

**SEVENTH. NATURE.** "**INTERCAM BANCO**" shall be considered for all legal purposes as a depository of the amounts received from the **Third Parties** for collection of the **Referenced Deposits** contracted with the "**CUSTOMER**", being obliged to deliver such amounts to the "**CUSTOMER**" under the terms set forth in this "**Agreement**".

In the conservation of the amounts received in deposit, "**INTERCAM BANCO**" shall be liable for the loss, impairment, damages and prejudices suffered by the "**CUSTOMER**", in accordance with the Federal Civil Code, provided that the loss, impairment, damages and/or prejudices are a direct and immediate consequence of any breach by "**INTERCAM BANCO**".

## CHAPTER VII REPURCHASE OF BANK AND GOVERNMENT SECURITIES

**FIRST.** The purpose of these clauses is to regulate the repurchase transactions entered into by "**INTERCAM BANCO**" and the "**CUSTOMER**" in connection with "Bank Securities" or "Government Securities". For such purposes, "Banking Securities" shall be understood as debt securities with secondary market registered in the National Securities Registry (RNV) issued, accepted, endorsed or guaranteed by credit institutions, among them: Term Deposit certificates, bank acceptances, "**Promissory Notes with Yield**", commercial paper with bank guarantee, bank bonds and bank stock certificates, and "Government Securities" to securities registered in the RNV issued or guaranteed by the Federal Government of the United Mexican States, including Certificados de la Tesorería de la Federación denominated in local currency (CETES); Federal Government Development Bonds denominated in local currency (BONDES) or in investment units (UDIBONOS), debt securities of the United Mexican States placed in international markets and registered in the RNV (BONOS UMS), and securities issued by the IPAB, for which Banco de México acts as financial agent for the issuance, placement, purchase and sale in the domestic market (BONOS DE PROTECCIÓN AL AHORRO (BPAs). The foregoing list is illustrative and not limiting, and will be understood to be modified to the extent that the "Rules to which credit institutions; brokerage firms; investment funds; investment companies specializing in retirement funds, and rural finance companies must abide in their repurchase transactions", issued by Banco de México to allow repurchase transactions with other debt instruments, are modified. The "Bank Securities" and "Government Securities" will be jointly referred to as "Reportable Securities".

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

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

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

The arrangement of repo transactions will be carried out verbally, by telephone, electronically (computer or telecommunications systems) using the systems that "**INTERCAM BANCO**" makes available to the "**CUSTOMER**" (subject to the terms and conditions that are determined for its use) or in writing. "**INTERCAM BANCO**" will confirm these operations by issuing on the same day of their conclusion, a voucher that will be kept at the disposal of the "**CUSTOMER**" in the terms it considers convenient and in the account statement that according to this "**Agreement**", it will make available to the "**CUSTOMER**". If the "**CUSTOMER**" does not object to the confirmations or the account statement, such operations shall be understood as accepted.

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



The transactions entered into by the parties may not extend beyond the date that is 2 (two) "**BUSINESS DAYS**" prior to the maturity date of the "Reportable Securities" that are the object of the transactions.

When the amount of the "Reportable Securities" subject to the repurchase agreement is modified at the rate of the premium originally agreed, it shall be understood that it is a new transaction and the first transaction agreed shall be settled in accordance with the terms of these clauses.

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

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

**SEVENTH.** Pursuant to the provisions of Section IV of Article 54 (fifty-four) of the Law of Credit Institutions, if on the date on which the transaction must be settled, the borrower does not settle it, the repurchase agreement shall be deemed abandoned, extinguishing the obligation of the repurchase agreement provided for in Clause Three of this Chapter of the "**Agreement**". Notwithstanding the foregoing, the repurchase/reseller may demand the payment of the established premium, as well as the resulting differences payable by the latter, taking as a basis to determine such differences, the average purchase price offered in the Mexican Stock Exchange by credit institutions for repurchase/resell agreements, with the exception of the so-called "Same Day Value", corresponding to the second "**BUSINESS DAY**" following the date on which the transaction should have been settled or, in its absence, the last date on which such price is available.

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

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

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

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

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

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

All transactions must be settled in local territory and currency on the agreed date.

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

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

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

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

**TENTH.** In the execution of repurchase transactions, in addition to these clauses, the applicable legal provisions shall be observed, as well as the rules determined by Banco de México through general rules.

**Eleventh.** The execution of repurchase transactions of debt securities other than those indicated in this Chapter shall be governed by the clauses of the "**Agreement**" entered into by the "**CUSTOMER**" with "**INTERCAM BANCO**" and by the applicable provisions of Chapter I of Title II of the General Law of Credit Instruments and Transactions.

## CHAPTER VIII ABOUT COMMISSION AGENCY

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

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

Government Securities" refers to Federal Treasury Certificates denominated in Mexican pesos (CETES); Federal Government Development Bonds denominated in Mexican pesos (BONDES) or in investment units (UDIBONOS); debt securities of the United Mexican States placed in international markets and registered in the National Securities Registry (BONOS UMS), and securities issued by the Institute for the Protection of Bank Savings, for which Banco de México acts as financial agent for the issuance, placement, purchase and sale in the domestic market (BONOS DE PROTECCIÓN AL AHORRO (BPAs).

Bank securities" means term certificates of deposit, banker's acceptances, **"promissory notes with yield"**, bank bonds, commercial paper with bank guarantee, bank bonds and bank stock certificates; or any others that may be issued by the Development Bank and authorized by Banco de México as an investment object of this type of operation.

Private Debt Securities" means any debt securities issued by private legal entities.

The above list is not exhaustive and shall be understood to be modified to the extent that the applicable provisions of Banco de México are modified.

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

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

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

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

**SEVENTH.** The **"CUSTOMER"** declares that it has been made unequivocally aware of the content transcribed below from section XIX paragraph b) of article 106 of the Law of Credit Institutions.

**"Article 106.- Credit Institutions shall be prohibited from:**

**XIX. In the performance of the operations referred to in Section XV of Article 46 of this Law:**

...

**b) - To respond to the trustors, principals or principals, for the default of the debtors, for the credits granted, or of the issuers, for the securities acquired, unless it is due to their fault, as provided in the final part of Article 391 of the General Law of Credit Instruments and Operations, or to guarantee the receipt of returns on the funds whose investment is entrusted to them.**

**If at the end of the trust, mandate or commission constituted for the granting of credits, these have not been liquidated by the debtors, the institution must transfer them to the trustor or trustee, as the case may be, or to the principal or principal, refraining from covering the amount thereof.**

**In trust, mandate or commission contracts, the provisions of this subsection and a statement by the trustee to the effect that it has unequivocally made its contents known to the persons from whom it has received property or rights for its fiduciary assignment shall be inserted in a notorious manner;"**

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

**NINTH.** The investment operations object of this chapter of the **"Agreement"**, will be carried out only by means of debits and credits to the "Accounts" of the **"CUSTOMER"** previously indicated by the **"CUSTOMER"**. The **"CUSTOMER"** expressly authorizes **"INTERCAM BANCO"** to debit the "Account" that serves as the "Pivot Account", the amount of the investment ordered and undertakes to provide the necessary funds to cover the amount of the operations.

For its part, **"INTERCAM BANCO"** will credit in such "Accounts", at the maturity of the investment, the amount of the principal and the corresponding interest. The **"CUSTOMER"** may withdraw his investment, according to the type of "Account" that has served as a "Core Account", electronically, by writing checks or signing internal charges that will affect his "Account".

**TENTH.** In the event that there are insufficient funds to cover the operation ordered by the "CUSTOMER" and an overdraft is caused in the respective "Axis Account", "INTERCAM BANCO" will charge interest to the "CUSTOMER" on the amount of such operation at a rate equal to the result of multiplying by a factor of three the Equilibrium Interbank Interest Rate (TIE) on the day of the overdraft or the rate that replaces it and which is in effect at the time of default, calculated for all the time that the respective charge remains uncovered. The amount of interest will be charged to the respective "Axis Account".

**Eleventh.** The "CUSTOMER" declares that he/she is aware of the risks involved in the investment in Securities, "Government Securities" or "Bank Securities" or any other "Private Debt Securities", as well as in debt or capital instruments, and that the resources to be used in the transactions contemplated by this clause are of lawful origin, in accordance with and for the purposes of Article 400 (four hundred) Bis of the Federal Criminal Code and that he/she is aware of the applicable penalties for illicit financial transactions.

"INTERCAM BANCO" does not assume any responsibility regarding the authenticity, legitimacy or validity of the Stock Exchange Securities, "Government Securities" or "Bank Securities" or any other "Private Debt Securities", as well as debt or capital instruments that it acquires on behalf of the "CUSTOMER", or regarding the goodness of the same or the solvency of their issuers, or the veracity of the information contained in the prospectuses issued by them.

## **CHAPTER IX ABOUT THE TRADING OF PURCHASE AND SALE OPERATIONS OF INVESTMENT FUND STOCKS**

**FIRST.** In this act the "CUSTOMER" grants "INTERCAM BANCO" a general mandate in the nature of a commercial commission for the latter to perform on behalf of the former acts of commerce consisting of: (i) receive funds for the acquisition of shares representing the capital stock of investment funds (hereinafter "THE SECURITIES"); (ii) sell, administer and deposit "THE SECURITIES" that "INTERCAM BANCO" distributes; (iii) act as its representative in shareholders' meetings in the exercise of its corporate and equity rights, and; iv) to carry out any other operation or movement authorized by the Investment Funds Law and the general provisions arising therefrom, in the "Account" of the "CUSTOMER", and to carry out in general, any act related to "THE SECURITIES" distributed by "INTERCAM BANCO".

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

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

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

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

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

The "CUSTOMER" acknowledges that at the price indicated in the preceding paragraph, the investment funds whose shares are distributed by "INTERCAM BANCO" may apply maximum over- and undervaluation spreads, based on the general provisions issued by the National Banking and Securities Commission, in order to protect the interests of the public.

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

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

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

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

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



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

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

Derived from the nature of the investments in the securities market that are subject of this Chapter and in accordance with the terms of the Securities Market Law, the parties acknowledge that **"INTERCAM BANCO"** does not assume any obligation to guarantee yields, nor will it be responsible for the losses that the **"CUSTOMER"** may suffer as a consequence of the operations entered into under this **"Agreement"**.

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

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

In any case, the entries that are consigned in the account statements that **"INTERCAM BANCO"** sends to the **"CUSTOMER"**, that the latter reviews in the "INTERNET" page or in the offices of the former, may be objected in writing or through any means agreed in this **"Agreement"** and accepted by the parties, within 90 (ninety) calendar days following the date of its issuance, in the understanding that if such entries are not objected by the **"CUSTOMER"** within the indicated term, they are presumed to be consented and confirmed by the **"CUSTOMER"**.

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

**TWELFTH.** The **"CUSTOMER"** expressly authorizes **"INTERCAM BANCO"** to charge the following items, among others, to its "Account":

1. The amount of the operations that **"INTERCAM BANCO"** performs in compliance with the commercial commission.
2. The remunerations that **"INTERCAM BANCO"** earns, in accordance with the tariffs or rates established for each operation or service, and in the absence of such tariffs or rates, those agreed upon by the parties.
3. The fee that **"INTERCAM BANCO"** charges for the administration of the "Account".
4. The taxes derived from the operations subject of this **"Agreement"**, in terms of the tax legislation.
5. Interest on debts in terms of Clause Thirteen of this Chapter.
6. The commissions, if any, that **"INTERCAM BANCO"** charges for the following concepts:
  - a) Failure to comply with the minimum investment balance established in the current prospectus of each investment fund managed or distributed by **"INTERCAM BANCO"**.
  - b) Failure to comply with the minimum term of permanence indicated in the prospectus of each investment fund managed or distributed by **"INTERCAM BANCO"**.
  - c) Purchase or sale of investment fund shares.
  - d) Deposit and custody service of "THE SECURITIES".
  - e) Issuance and/or mailing of account statements.
  - f) Service of individualization of "Accounts".
  - g) Third party payment service, referenced deposits or any other payment service.
  - h) Other services provided by **"INTERCAM BANCO"** to the **"CUSTOMER"** and accepted by the parties.

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

The parties agree that the increases or decreases of the commissions that **"INTERCAM BANCO"** intends to charge, will be notified to the **"CUSTOMER"** 30 (thirty) calendar days prior to their entry into force, through a notice attached to the account statement, or to the e-mail registered by the **"CUSTOMER"** in the systems of **"INTERCAM BANCO"** and/or through the web page of **"INTERCAM BANCO"**. In the event that the **"CUSTOMER"**, due to the increases or decreases in the commissions, does not wish to remain in the investment fund, he/she shall have the right to have "THE SECURITIES" repurchased at the valuation price, for which he/she shall have a term of 30 calendar days from the date on which the aforementioned changes were notified. Once said term has elapsed, the increases or decreases will become fully effective. Prior to the termination of

the established term, any act or instruction made by the **"CUSTOMER"**, shall be considered as an acceptance of the referred increases or decreases, taking full legal effect.

**THIRTEENTH.** The interest that will be paid on the amounts that the **"CUSTOMER"** owes to **"INTERCAM BANCO"** or the latter to the former for any reason, due to the performance of the legal acts subject of this **"Agreement"**, will be one point five times the 28-day Interbank Equilibrium Interest Rate Funding (TIE), corresponding to the period in which the amounts are in arrears.

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

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

- (i) deliver to the **"CUSTOMER"** such information in printed form; or
- (ii) make the information available to the **"CUSTOMER"**, using any of the following means:
  - a) at the branches of **"INTERCAM BANCO"**;
  - b) through the **"INTERNET"** web page of **"INTERCAM BANCO"**, or
  - c) through the sending to the **"CUSTOMER"** by **"INTERCAM BANCO"** of notices or documentation related to investment funds, by certified mail or through specialized courier companies, with the periodicity that **"INTERCAM BANCO"** deems convenient.

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

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

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

The **"CUSTOMER"** declares its consent and conformity for the approval of the prospectus and its modifications, through the means specified above.
- (ii) the simplified prospectus or prospectuses of the investment funds in which the **"CUSTOMER"** invests. These simplified prospectuses shall be available at all times to the **"CUSTOMER"** for its analysis, consultation and conformity, through the mechanisms established in letters a) and b) of numeral (ii), above.
- (iii) The concepts and the specific amount of the commissions that the **"CUSTOMER"** must cover for the operations and services that it enters into or receives when acquiring or disposing of investment fund shares.
- (iv) increases or decreases in the commissions that **"INTERCAM BANCO"** and, as the case may be, the investment funds to which it provides the stock distribution service, intend to carry out.
- (v) the financial ratio resulting from dividing the sum of all costs, commissions or remunerations accrued or paid during the month in question, by the average net assets of the investment fund itself during such month. **"INTERCAM BANCO"** shall inform the **"CUSTOMER"** of this information on a monthly basis, through the mechanisms set forth in paragraphs a) and b) of item (ii) above.
- (vi) any notice that **"INTERCAM BANCO"** must give to the **"CUSTOMER"** in relation to investment funds.
- (vii) the portfolio of the investment funds in which it invests.

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

- (i) the terms, conditions and procedures regarding the calculation of the commissions to be charged to you.
- (ii) the periodicity in which the commissions will be charged and the advance notice with which it will be informed of the increases or decreases that are intended to be carried out.
- (iii) the results obtained on the performance of the shares representing the capital stock of the investment funds, including the commissions referred to or calculated for the performance of the asset manager.
- (iv) any information regarding commissions that may be charged by the operating or distributing company, as well as the commissions derived from remunerations paid to the service providers referred to in the Investment Funds Law.
- (v) the type of persons who may acquire the shares representing its capital stock, which, if applicable, may be differentiated according to the different series and classes of shares.

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

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

**SIXTEENTH.** **"INTERCAM BANCO"** will allow the **"CUSTOMER"**, through the account statement issued to it, on behalf of the investment funds of which the **"CUSTOMER"** is a shareholder, to have timely information regarding the percentage of its shareholding per investment fund, so that the **"CUSTOMER"** is able to comply with the provisions of the respective prospectuses, in accordance with articles 9 (nine) and 14 (fourteen) of the Investment Funds Law.

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

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

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

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

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

The **"CUSTOMER"** authorizes **"INTERCAM BANCO"** to terminate the contractual relationship arising from this Chapter, if it does not maintain the minimum investment amounts established as internal policy. In this case, the **"CUSTOMER"** authorizes **"INTERCAM BANCO"** to transfer **"THE SECURITIES"** that he/she may have in his/her possession, to a concentrating **"Account"** of **"INTERCAM BANCO"**.

**TWENTIETH.** The operations of purchase and sale of shares representing the capital stock of investment funds object of this chapter of the **"Agreement"**, will be carried out only by means of debits and credits to the **"Accounts"** of the **"CUSTOMER"** that he/she indicates. The **"CUSTOMER"** expressly authorizes **"INTERCAM BANCO"** to debit the **"Account"** indicated as the **"Pivot Account"**, the amount of the investment ordered and undertakes to provide the necessary funds to cover the amount of the operations.

For its part, **"INTERCAM BANCO"** will credit in said **"Accounts"**, the shares representing the capital stock of investment funds that it has acquired on behalf of the **"CUSTOMER"**.

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

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

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

**"INTERCAM BANCO"** assumes no responsibility for the authenticity, legitimacy or validity of the shares representing the capital stock of investment funds acquired on behalf of the **"CUSTOMER"**, nor for the goodness of such shares or the solvency of their issuers, nor for the veracity of the information contained in the prospectuses issued by them.



## CHAPTER X ABOUT THE TRADING OF PURCHASE AND SALE OPERATIONS OF CURRENCIES AND PRECIOUS METALS

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

**SECOND:** For the purposes of this chapter, the following definitions shall apply:

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

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

**Foreign Currency - Dollars**, as well as any other foreign currency freely transferable and immediately convertible into **Dollars** that the party acting as seller shall deliver to the party acting as buyer and shall be that which the parties precisely agree on the **Date of Conclusion** of each **Transaction**.

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

**Date of Conclusion:** On the "**BUSINESS DAY**" on which the parties agree to a **Transaction**.

**Settlement Date.** To the "**BUSINESS DAY**" on which the fulfillment of the obligations agreed in the **Transaction** shall be due, which may be the same **Date of Execution** (Same Day Value Date), the immediately following "**BUSINESS DAY**" (24 hours TOM Value Date), or the second "**BUSINESS DAY**" following the Date of Execution of the Transaction (48 hours SPOT Value Date), or the second "**BUSINESS DAY**" following the **Date of Conclusion** of the **Transaction** (Value Date 48 hours SPOT), or the third "**BUSINESS DAY**" following the **Date of Conclusion** (Value Date 72 hours), or the fourth "**BUSINESS DAY**" immediately following (Value Date 96 hours).

**Delinquent Charges** - These are the costs that "**INTERCAM BANCO**" will charge the "**CUSTOMER**" in accordance with the provisions of this "**Agreement**", in case the "**CUSTOMER**" does not settle the **Countervalue** of the **Transactions** it carries out.

**Precious Metals** - Gold, silver and platinum.

**Transaction:** That purchase and sale in which the conditions of the transaction are stipulated (**Currency**, **Exchange Rate**, **Countervalue** and **Settlement Date**) and the **Currencies** and their **Countervalue** are delivered on the **Settlement Date**, as well as transactions entered into with **Precious Metals**.

**Pesos** - The legal tender in the United Mexican States.

**Exchange Rate** - In respect of each **Transaction**, the price/amount agreed in **Pesos** that the buyer shall pay for each unit of **Currency** purchased, which shall be freely agreed upon by the parties on the **Execution Date**.

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

For purposes of this "**Agreement**", a **Transaction** shall be deemed to have been entered into when at least: (i) the quantity and **Currency** to be bought and sold in the **Transaction in question**; (ii) the type of currency or **Precious Metals** to be bought and sold; (iii) the **Exchange Rate** to determine the **Countervalue** of the **Transaction**; (iv) the **Execution Date** and (v) the **Settlement Date** are agreed upon.

The parties agree that the **Transactions** entered into under this Chapter shall be carried out in "**BUSINESS DAYS**" and may be agreed verbally, in writing, by telephone or through any other **electronic**, optical, computer or telecommunication **means** derived from technology and accepted by the parties.

In any case, the parties shall specify for each **Transaction**, the **Currency**, **Precious Metals**, the **Exchange Rate**, the **Countervalue**, the instrument and the **Settlement Date**.

**FOURTH.** The parties may settle the **Transactions** in **Pesos** or **Foreign Currency**, by means of: (i) Cash at the branches of "**INTERCAM BANCO**" and in the "Accounts" opened for such purpose, provided that it does not exceed the amounts established in accordance with the internal policies of "**INTERCAM BANCO**" and the applicable legal provisions on the subject; (ii) Check deposits; (iii) Electronic funds transfers; or (iv) with automatic charge to the "Account" that serves as "Axis Account" for purposes of this chapter, on the agreed **Settlement Date**, or with charge to any other "Account" indicated by the "**CUSTOMER**" at the time of entering into the **Transaction**.

**Once the Transaction** has been arranged, the "**CUSTOMER**" 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** or **Precious Metals** subject of the **Transaction** may have, derived from the volatility in the markets or for any other cause.

"**INTERCAM BANCO**" will make the deposits or electronic transfers, to the "Account" that serves as the "Core Account" of this "**Agreement**" or to the "Account" of third parties that the "**CUSTOMER**" indicates through the means indicated in this instrument. The "**CUSTOMER**" shall carry out the aforementioned Deposits or transfers, in the "Accounts" that "**INTERCAM BANCO**" designates for such purposes, in the understanding that the **Transaction** shall be considered settled until the moment "**INTERCAM BANCO**" has duly credited and available the funds in such "Accounts".

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

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

The objections that the "**CUSTOMER**" may have with respect to the **Operations**, must be presented in writing addressed to "**INTERCAM BANCO**", with acknowledgement of receipt by the person in charge of the Unit for the Attention of Consultations and Complaints of "**INTERCAM BANCO**".

Once the **Transaction** has been settled, the confirmation shall serve as the respective invoice, and therefore, the latter shall meet the applicable tax requirements.

"**INTERCAM BANCO**" shall not be obliged to send account statements to the "**CUSTOMER**", with respect to the **Transactions** entered into under this Chapter. The list of the records of the **Transactions** carried out by the "**CUSTOMER**" shall be available to him/her at the branches of "**INTERCAM BANCO**".

**SIXTH.** In the event that the "**CUSTOMER**" makes the payment of the **Operation** through the delivery of documents or titles of credit that by their nature are presumed received "unless good collection", and can not be collected for reasons not attributable to "**INTERCAM BANCO**", it reserves the right to charge the "**CUSTOMER**" through the charge to the "Account", in addition to the principal amount, twenty percent of the amount of the returned document or credit instrument, as compensation, as well as the amount resulting from applying the current Interbank Equilibrium Interest Rate Funding (TIIE), multiplied by three, plus ten points, on the amount of the referred document or credit instrument, for Late Payment Expenses. In this regard, the "**CUSTOMER**" releases "**INTERCAM BANCO**" from liability for any damage or harm that, if any, may be caused to it with respect to the charge that "**INTERCAM BANCO**" executes as a consequence of the provisions of this clause.

Likewise, the "**CUSTOMER**" authorizes "**INTERCAM BANCO**" to retain in the "Accounts" of the "**CUSTOMER**", the resources and/or the amount of those **Transactions** entered into with documents or certificates of credit and that "**INTERCAM BANCO**" has settled, for a term of 144 (one hundred and forty-four) hours from the **Date of Conclusion** of the corresponding **Transaction** or for "**INTERCAM BANCO**", if applicable, to obtain the amount of the document or certificate of credit. In the event that the document or credit instrument does not have funds, the "**CUSTOMER**" authorizes "**INTERCAM BANCO**" to charge in the "Accounts" of the "**CUSTOMER**" the total amount of the mentioned documents or credit instruments previously retained in the "Account", plus 20% (twenty percent) of the amount of the document or credit instrument that has not been settled by way of indemnification, as well as the amount resulting from applying the current Interbank Equilibrium Interest Rate Funding (TIIE), multiplied by three, plus ten points, on the amount of the aforementioned document or instrument of credit, for Late Payment Expenses, releasing "**INTERCAM BANCO**" from any liability it may incur with respect to the charge that "**INTERCAM BANCO**" executes as a consequence of the provisions of this clause.

Notwithstanding the foregoing, and in the event that the "**CUSTOMER**" does not have sufficient funds in the "Accounts" at the time of the **Transaction**, "**INTERCAM BANCO**" shall be entitled to make charges in a single exhibition or from time to time, as appropriate, until there are funds available in the "Account" of the "**CUSTOMER**" to carry out the corresponding settlement. The foregoing, regardless of the provisions of clause "**EIGHTH BIS. OFFSETTING OF DEBTS, of CHAPTER XII 'COMMON PROVISIONS APPLICABLE TO ALL CHAPTERS OF THIS 'AGREEMENT'**". The provisions of this clause do not exempt the "**CUSTOMER**" from the payment obligations it acquires due to the lack of resources in the title of credit that is the object of the operation.

In case of default in the payment of electronic or cash transfers due to causes attributable to the "**CUSTOMER**", the rate indicated in this clause will be applied.

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

#### **CHAPTER X Bis** **ABOUT THE TRADING OF PURCHASE AND SALE OPERATIONS OF CURRENCIES "FX SPECIALIZED SERVICE"**

**FIRST. TRANSACTIONS.** Under this "**Agreement**" the parties may carry out **Transactions**, acting for each **Transaction** indistinctly, either as buyer or seller.

Derived from each one of the **Transactions**, the parties will carry out spot sales and purchases of **Foreign Currency**, in which, depending on the nature in which they act, either as sellers, they will transfer the ownership of the **Foreign Currency** or, as buyers, they will pay for them the corresponding **Countervalue**, 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 sale and purchase in the **Transaction in question**; (ii) the **Exchange Rate** to determine the **Countervalue** of the **Transaction**; (iii) the **Execution Date** and (iv) the **Settlement Date**.

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

Once the **Transaction** has been arranged, the "**CUSTOMER**" undertakes to settle the same under the terms and conditions agreed at the time of the arrangement, regardless of the fluctuations that the **Exchange Rate** of the **Currency** subject of the mentioned **Transaction** may have, derived from the volatility in the markets or for any other cause.

**SECOND. REPRESENTATIVES OF THE "CUSTOMER" AND CHANGE OF FINANCIAL SITUATION.** The "**CUSTOMER**" designates to represent him/her in all matters related to this instrument, the person(s) indicated in the "**Request-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 "**CUSTOMER**" undertakes to notify "**INTERCAM BANCO**" in writing, attaching certified copies of the corresponding powers of attorney. In case of not making the mentioned notification, "**INTERCAM BANCO**" will not be responsible for the **Operations** carried out in accordance with the instructions received from the representative(s) registered at that date.

The "**CUSTOMER**" may designate natural persons for the execution of its **Transactions** (hereinafter the "Authorized Personnel"). The "Authorized Personnel" is designated by the "**CUSTOMER**" under its strict responsibility and risk, expressly granting it the authorization referred to in article 310 of the Code of Commerce. The "Authorized Personnel" shall be considered as a factor of the "**CUSTOMER**" for all legal purposes, therefore, the "Authorized Personnel" may issue any type of instructions to carry out **Transactions** in the name and on behalf of the "**CUSTOMER**", as well as to make inquiries and register target accounts. Therefore, the "**CUSTOMER**" releases "**INTERCAM BANCO**", its officers and employees from any liability derived or to be derived from the acts and **Operations** carried out in accordance with the instructions of the "Authorized Personnel".

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

**THIRD. SETTLEMENT OF TRANSACTIONS.** When the **Operations** have to be settled by "**INTERCAM BANCO**" in **Pesos** or **Foreign Currency**, it will comply with the mentioned settlement through cash or by means of Deposit or electronic transfers, of the **Pesos** or **Foreign Currency** in the "Axis Accounts" that the "**CUSTOMER**" indicates in the "**Request-Agreement**" of this "**Agreement**" or by means of writing.

The "**CUSTOMER**" may settle the **Transactions** through cash, by means of transfers or Deposits in the "Accounts" that "**INTERCAM BANCO**" designates for such purposes, in the understanding that the **Transaction** shall be considered settled until such time as "**INTERCAM BANCO**" has duly credited and available all the funds in the referred "Accounts".

In the event that the "**CUSTOMER**" does not settle the **Transactions** in full, **Delinquent Charges** will be generated as of the following **BUSINESS DAY**, in accordance with the rate indicated in Clause Six of this Chapter, counted as of the **Settlement Date** agreed by the "**CUSTOMER**".

The parties undertake to deliver the **Currency** and/or **Pesos** on the **Settlement Date** in available funds and free of any deduction or claim, except for the tax deductions or withholdings that "**INTERCAM BANCO**" may be obliged to make.

For non-compliance in the payment of electronic or cash transfers due to causes attributable to the "**CUSTOMER**", the rate indicated for **Late Payment Expenses** in Clause Six of this Chapter shall be applied.

**FOURTH. VOUCHERS.** "**INTERCAM BANCO**" will prepare a voucher for each **Transaction**, which will contain all the necessary data for its identification and the amount of the **Transaction**. This voucher and the number of its accounting record shall be available to the "**CUSTOMER**" at the office of "**INTERCAM BANCO**" where the **Transaction** was executed, as of the following "**BUSINESS DAY**" after the **Transaction** was executed.

For purposes of the above paragraph, the "**CUSTOMER**" declares to have full knowledge that the voucher of each **transaction** is available to the "**BUSINESS DAY**" following the conclusion of the **transaction** at the address of "**INTERCAM BANCO**". In case the "**CUSTOMER**" does not pick up the voucher at the corresponding branch, he/she agrees to hold "**INTERCAM BANCO**" harmless from any claim derived from the delivery of such voucher. Additionally, "**INTERCAM BANCO**" may send, at the request of the "**CUSTOMER**", the receipt of each **Transaction** to the e-mail address that the "**CUSTOMER**" has indicated or that which he/she subsequently provides through the means authorized in this "**Agreement**".

Once the **Transaction** has been settled, the corresponding invoice shall be issued no later than the following day, which shall be available to the "**CUSTOMER**" at the offices of "**INTERCAM BANCO**", or shall be sent to the domicile of the "**CUSTOMER**", or by e-mail, to the "**CUSTOMER**", through any **Electronic Means**, according to the express instructions of the "**CUSTOMER**".

The "**CUSTOMER**" expressly agrees that he/she will have a term of 24 (twenty-four) hours from the date of the conclusion of the **Transaction** to object to the **Transaction** in case it has not been carried out in accordance with the instruction of the "**CUSTOMER**". Such objection shall be admissible provided that: i) the **Transaction** has not been settled; and ii) such objection is made in writing addressed to "**INTERCAM BANCO**" in which the receipt thereof by a legal representative of "**INTERCAM BANCO**" is evidenced.

The "**CUSTOMER**" authorizes any of its "Authorized Personnel" to receive and sign the vouchers generated on the occasion of the **Transactions** entered into with "**INTERCAM BANCO**". In case of not presenting any objection within the indicated term, it shall be presumed for all legal purposes that the **Operation** has been expressly consented and accepted by the "**CUSTOMER**".

"**INTERCAM BANCO**" shall not be obliged to send account statements to the "**CUSTOMER**", with respect to the **Transactions** entered into under this Chapter. The list of the records of the **Transactions** carried out by the "**CUSTOMER**" shall be available to him/her at the branches of "**INTERCAM BANCO**".

The "**CUSTOMER**" in terms of clause Two of this Chapter authorizes and authorizes any of its "Authorized Personnel" to receive and sign the confirmations and invoices generated on the occasion of the **Transactions** entered into with "**INTERCAM BANCO**".

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

**SIXTH. PAYMENT OF OPERATIONS WITH CREDIT INSTRUMENTS AND LATE PAYMENT EXPENSES.** In the event that the "**CUSTOMER**" makes the payment of any **Operation** by check, payment document or any other instrument received "safe collection", issued by financial institutions,



public or private, domestic or foreign, and such instrument is returned for reasons not attributable to **"INTERCAM BANCO"**, it reserves the right to charge the **"CUSTOMER"**, 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 Equilibrium Interbank Interest Rate Funding (TIE), as well as the amount resulting from applying the interest rate of the interest rate of the **"INTERCAM BANCO"**, document or credit instrument returned, as indemnification, as well as the amount resulting from applying the current Interbank Equilibrium Interest Rate, multiplied by three, plus ten points, on the amount of the referred check, document or credit instrument, for each day that elapses until the **"CUSTOMER"** settles the total amount according to this clause, for **Late Payment Expenses**.

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

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

**SEVENTH. MEANS TO GIVE INSTRUCTIONS.** The **"CUSTOMER"** may issue instructions to **"INTERCAM BANCO"** to carry out **Transactions** and make payments derived therefrom, personally, in writing or through **Electronic Means** in terms of the provisions of Clause One of this **"Agreement"**.

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

The use of the **Electronic Means** implies the acceptance of the parties to carry out **Transactions**, issue instructions to settle **Transactions**, make consultations, fulfill obligations, give notices, make requirements, as well as to arrange **Transactions**, under this **"Agreement"** and that the **Electronic Means** themselves allow, according to their nature and that **"INTERCAM BANCO"** may make available to the **"CUSTOMER"**. For such purposes, **"INTERCAM BANCO"** will provide the **"CUSTOMER"** with the identification means and corresponding **Access Device(s)** for its use, therefore the **"CUSTOMER"** expressly agrees from now on, that its use, implies the acceptance of the **Electronic Means** and of all the legal effects derived from its use, being the total responsibility of the **"CUSTOMER"** the use of the same.

Likewise, the **"CUSTOMER"** knows, accepts and authorizes that any conversation may be recorded by **"INTERCAM BANCO"**. The **"CUSTOMER"** accepts from now on that **"INTERCAM BANCO"** shall have no obligation to inform him/her, in due time, that such conversations are being recorded, as well as that such conversations 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 subscribed by the parties, having consequently the same probative value.

Finally, the **"CUSTOMER"** hereby releases **"INTERCAM BANCO"**, its officers, employees, shareholders and delegates from any liability that may arise from instructions given and **Transactions** settled in contravention of the provisions of this **"Agreement"**.

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

**NINTH. FORTUITOUS EVENT OR FORCE MAJEURE.** **"INTERCAM BANCO"** shall not be liable for the non-compliance with the instructions given by the **"CUSTOMER"** when the non-compliance is due to the occurrence of an act of God or force majeure.

**TENTH. SET-OFF.** In accordance with the provisions of Article 2185 and other applicable articles of the Federal Civil Code and the Civil Code for Mexico City and the correlative articles of the other Federal Entities, in the event that there are amounts payable in the same **Currency** by both parties with respect to one or more **Transactions**, the two debts up to the amount of the lesser amount shall be necessarily offset and, therefore, shall be extinguished, and the party whose amount is greater shall pay the amount in excess of the offset amounts.

## **CHAPTER XI ABOUT OPENING OF LIQUIDITY LOAN ("CL LOAN")**

**FIRST.** Both parties agree that the terms and conditions contained in this Chapter shall only be applicable to the granting of the credit in current account whose destination will be exclusively the settlement of purchase and sale operations of **Foreign Currency** (hereinafter, **"CL LOAN"**), entered into by the **"CUSTOMER"** with **"INTERCAM BANCO"**, in the understanding that the terms and conditions applicable to the **"CL LOAN"** are set forth in the Title Page entitled **"CL TITLE PAGE"**, which shall be considered as an integral part of this agreement of wills, for all the purposes that may arise.

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

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

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

**"COMMISSIONS"**: means the amounts of money that **"INTERCAM BANCO"** charges to the **"CUSTOMER"** for the granting of the **"CL LOAN"**, including those amounts that are published in the **"INTERNET"** page of **"INTERCAM BANCO"** or those that are shown in the **"CL TITLE PAGE"**.

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

**"Agreement"**: means this Service and Multiple Banking Products Agreement, together with the relevant title pages.

**"CL LOAN"**: means the current account that may be granted by **"INTERCAM BANCO"** to the **"CUSTOMER"** in accordance with the provisions of this chapter, the use of which shall be exclusively for liquidation of purchase and sale of currencies operations carried out by the **"CUSTOMER"** with **"INTERCAM BANCO"** or else with any of the entities comprising Intercam Grupo Financiero, S.A. de C.V. (hereinafter **"INTERCAM"**).

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

**"DOLLARS"**: means the lawful currency in the United States of America.

**"DRAWDOWN DATE"**: means the date when **"INTERCAM BANCO"** makes the deposits in the checking "Account" that the **"CUSTOMER"** keeps in **"INTERCAM BANCO"** and as indicated in the **"CL TITLE CHAPTER"**.

**"PAYMENT PERIOD OF THE "CL LOAN"**: means the period of time indicated in the **"CL TITLE CHAPTER"**.

**"PESOS OR MEXICAN CURRENCY"**: means the lawful currency of Mexico.

**"LIBOR RATE"**: means the London Interbank Offered Rate at (30) thirty days and stated in **DOLLARS** published on the website "Bloomberg US0001M (INDEX) HP" of the "Bloomberg Financial Markets" service (or any other website replacing such service).

**"TIIE"**: means the last Interbank Interest Rate Funding (TIIE), determined by Banco de México and published in the Official Gazette of the Federation.

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

The terms and conditions of the **"CL LOAN"** that **"INTERCAM BANCO"** approves to grant to the **"CUSTOMER"** shall be set forth in the **"CL CHARTER"**.

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

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

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

**SIXTH.** The **"CUSTOMER"** may dispose partially or totally of the amount of the **"CL LOAN"** granted by **"INTERCAM BANCO"**, according to the provisions contained in this **"Agreement"**, exclusively to pay the purchase and sale operations of **Foreign Currency** entered into by the **"CUSTOMER"** with **"INTERCAM BANCO"**.

The provisions that the **"CUSTOMER"** requests against the **"CL LOAN"** must be requested to **"INTERCAM BANCO"** through the use of automated or electronic equipment and systems established by **"INTERCAM BANCO"** for such purpose, in accordance with the provisions of the **"CL TITLE CHAPTER"**.

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

In this act, the **"CUSTOMER"** releases **"INTERCAM BANCO"** from any liability that may arise from the execution of the instruction provided in the preceding paragraph, obliging the **"CUSTOMER"** to indemnify and hold harmless **"INTERCAM BANCO"** from any loss, damage, cost or detriment that may be suffered with respect to any requirement, claim, procedure and/or lawsuit of civil, mercantile, criminal, administrative or any other nature, that may be filed against **"INTERCAM BANCO"** for which it is intended to attribute responsibilities derived from the **"CRÉDITO CL"**, or for acts attributable to the **"CUSTOMER"**, derived from this Chapter.

As of the date of drawdown of the **"CL LOAN"**, the amount drawn down shall be considered unpaid, accruing ordinary interest at the interest rate set forth in the **"CL TITLE CHAPTER"** of this **"Agreement"**.

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

The **"CUSTOMER"** may agree in writing the termination of active operations, through another financial institution that will be called receiver, which, if appropriate, must open an "Account" in the name of the **"CUSTOMER"** and communicate to **"INTERCAM BANCO"** its commitment on the veracity

and legitimacy of the termination instruction by the "**CUSTOMER**". The receiving financial institution will settle the debt of the "**CUSTOMER**", becoming a creditor of the same for the corresponding amount, and will carry out the respective procedures, under its responsibility and without charging any "**COMMISSION**" for such actions.

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

The "**CUSTOMER**", on the other hand, shall not have the right to denounce this "**Agreement**", restrict the amount or the term of the credit.

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

**EIGHTH.** The parties agree that the term for each disposition of the "**CL LOAN**" shall not exceed 30 (thirty) days the aforementioned drawdown is made. The "**CUSTOMER**" agrees to pay "**INTERCAM BANCO**" the total amount of each drawdown, as follows:

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

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

The parties agree that if the disposition of the "**CL LOAN**" is in "**PESOS**", the Ordinary Interest Rate will be the "**TIE**" established in the "**CL TITLE PAGE**". If the "**CL LOAN**" drawdown is in "**DOLLARS**", the Ordinary Interest Rate shall be the "**LIBOR RATE**" indicated in the "**CL TITLE PAGE**".

The default interest will be caused during all the time in which the default lasts and until the total liquidation of the amounts drawn from the "**CL LOAN**".

The parties agree that if the disposition of the "**CL LOAN**" is in "**PESOS**", the Delinquency Rate will be the "**TIE**" stated in the "**CL CHARACTER**". If the disposition is in "**DOLLARS**", the Default Rate will be the "**LIBOR RATE**" indicated in the "**CL CHARACTER**".

In the event that the reference rates mentioned in this Chapter cease to exist, the "Substitute Rates" to be applied shall be the following, in the order indicated:

Substitute Rates. In the event that the "**TIE**" rate ceases to be determined or published or is substituted by another, ordinary interest will be calculated at the rate resulting from adding the percentage points expressed in each provision to the rate that substitutes it. In the event that there is no Substitute Rate, the highest rate of the treasury certificates (CETES) for a term of 28 (twenty-eight) days will be applied, in the corresponding period, according to the publications in the Official Gazette of the Federation or in any newspaper of national circulation, adjusting the rate thus determined in accordance with the monthly variations of such rate. In the event that the aforementioned rates do not exist or are not quoted, the highest term deposit cost of liabilities (C.P.P.) in the corresponding period will be used, plus the expressed percentage points that have been documented in each of the provisions made by the "**CUSTOMER**" (hereinafter, the "Substitute Rates").

For "**DOLLARS**" drawdowns, in the event that for any reason the "**LIBOR RATE**" is no longer published on the London Interbank Offered Rate for Deposits in Dollars screen designated as the "LIBOR" page in the Reuters Money Rates Services Monitor, or in the event that its denomination or the manner of its calculation changes, the reference rate to be used for the purposes of the corresponding provision will be the one that replaces it. In the event that the "**LIBOR RATE**" ceases to be published and/or no longer exists and there is no Substitute Rate, the reference rate will be the SOFR (Secure Overnight Financing Rate). In the event that the "**LIBOR RATE**" ceases to be published and there is no Substitute Rate, the reference rate will be the one determined by the creditor and the borrower by mutual agreement within five "**BUSINESS DAYS**" from the date on which the "**LIBOR RATE**" ceased to be published or to exist. If within the aforementioned five-day period "**INTERCAM BANCO**" and the "**CUSTOMER**" are unable or unwilling to reach an agreement, this "**Agreement**" and each of the loan provisions shall be deemed to be due in advance, and the borrower shall be obligated to pay the total outstanding balance.

If applicable, the amount of interest resulting from the provisions of this clause shall be added to the Value Added Tax (VAT) or any other tax or levy that may be applicable at present or in the future.

In the event that the due date of any payment, whether of principal or interest, should happen to fall on a non-bank business day, such payment shall be made on the 5th (fifth) bank "**BUSINESS DAY**" immediately following the due date and shall be taken into consideration for the purpose of calculating the corresponding interest, and in any case, shall be made without any additional charge or operating cost other than the computation of the aforementioned interest.



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

The partial payments of the "**CRÉDITO CL**" made by the "**CUSTOMER**" will be applied by "**INTERCAM BANCO**" in the following order: (i) taxes, (ii) expenses, (iii) late payment interest, (iv) ordinary interest and (v) outstanding balance of the "**CRÉDITO CL**".

The "**CUSTOMER**" undertakes to pay to "**INTERCAM BANCO**" without any requirement or prior notice whatsoever, the amounts it has drawn down from the "**CL LOAN**", making payments to "**INTERCAM BANCO**" for the concept of principal and interest, precisely on each due date of the respective drawdown, in accordance with the amounts and on the dates established in the "**CL CHARTER**", notwithstanding the foregoing, in order for the "**CUSTOMER**" to comply with its payment obligation, it hereby instructs and authorizes "**INTERCAM BANCO**" to provide it with the automatic debit service and, consequently, to charge it in the "**CL LOAN**", consequently, debit the "Account" indicated in the "**CL CHARGE CARD**" of this "**Agreement**", the amount of the payments related in this clause, on the payment deadline date, which is established in the "Cover Page" of the product, for which the "**CUSTOMER**" is obliged to maintain sufficient funds during the term of the "**CL LOAN**" and to notify "**INTERCAM BANCO**" in writing of any change of "Account" number and/or branch, in order to be able to continue making such debits. The "**CUSTOMER**" must notify "**INTERCAM BANCO**" of any change in writing and at least 10 (ten) calendar days prior to the next payment date.

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

"**INTERCAM BANCO**" shall notify the "**CUSTOMER**" as soon as possible, of any charge or compensation it has made as permitted in this clause, with the understanding that the lack of such notification shall not affect in any way the validity of such charge or compensation.

The provisions of this clause with respect to the automatic debit service do not exempt the "**CUSTOMER**" from making all the payments that correspond to him/her, indicated herein, therefore, if for any circumstance attributable or not to the "**CUSTOMER**" said automatic debit cannot be made, the "**CUSTOMER**" will not be exempted from his/her obligation to pay on the respective dates, all the amounts that correspond to him/her in the terms established in this "**Agreement**".

In the event that the due date of any payment to be made pursuant to this "**Agreement**" is on a non-bank business day, the "**CUSTOMER**" shall make such payment on the "**BUSINESS DAY**" immediately following, without the collection of commissions or late payment interest.

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

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

In case of cancellation of the "**CREDITO CL**", "**INTERCAM BANCO**" will proceed as follows:

- I. It will terminate the "**CREDITO CL**" no later than the "**BUSINESS DAY**" following that in which it receives the application if there are no debts. Otherwise, it will communicate to "**CUSTOMER**", no later than the "**BUSINESS DAY**" following of the reception of the request, the amount of the debts and within the following five "**BUSINESS DAYS**" of the reception of the request will make this information available at a certain date, in the branch chosen by the "**CUSTOMER**", and once the debts are settled, the "**CL LOAN**" will be considered cancelled;
- II. It will deliver the balance in favor, if any, on the date on which the operation is terminated or when the "**CUSTOMER**" has not gone to the branch or office of "**INTERCAM BANCO**", the latter will inform him/her by the means established in this "**Agreement**" including through **Electronic Means** that are at his/her disposal indicating the way in which it can be returned to him/her ;
- III. Deliver or keep at the disposal of the "**CUSTOMER**", the summary of portfolio movements or document stating the end of the contractual relationship and the non-existence of debts derived exclusively from such relationship, within ten "**BUSINESS DAYS**" after the payment of the debts has been made or on the following cut-off date, and
- IV. Report to the credit information companies that the "Account" is closed without any debit within the term established by the Law to Regulate Credit Information Companies.

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

**FIRST. PRODUCTS OR SERVICES CONTRACTED.** As long as the "**CUSTOMER**" 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 contracting application,

the clauses related to such services contained in this **"Agreement"** or in any of its appendices and/or annexes will not be applicable to the **"CUSTOMER"**.

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

Notwithstanding the foregoing, the signature of this **"Agreement"** or of the respective **"Request-Agreement"** does not imply the obligation of **"INTERCAM BANCO"** to grant the **"CUSTOMER"** all the services and products described in the respective clauses, since in addition to the **"CUSTOMER"** meeting the requirements that **"INTERCAM BANCO"** has established as an internal policy, **"INTERCAM BANCO"** must analyze the viability of the **"CUSTOMER"** to be a provider of the indicated services.

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

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

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

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

**FIRST TER. SUSPENSION BY COMPETENT AUTHORITY.** The parties agree that it shall not be understood as a breach of this **"Agreement"** by **"INTERCAM BANCO"**, when the Bank of Mexico or any competent authority orders the temporary suspension of the operations and/or products and/or services covered by this **"Agreement"**.

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

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

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

**SECOND. MINIMUM AMOUNT FOR PRODUCTS.** **"INTERCAM BANCO"** may require the **"CUSTOMER"** a minimum amount for the opening of any of the products covered by this **"Agreement"** and/or to maintain a minimum average monthly balance in such product. The corresponding amounts will be disclosed to the **"CUSTOMER"** at all times on the website [www.intercam.com.mx](http://www.intercam.com.mx), particularly in the description of the respective product. In the event that the **"CUSTOMER"** does not maintain the minimum average monthly balance corresponding to the product in question, **"INTERCAM BANCO"** may charge the respective commission(s) indicated in the table of commissions. The parties expressly agree that **"INTERCAM BANCO"** shall be entitled to withdraw from any product contracted by the **"CUSTOMER"** the commissions owed in terms of clause Eight Bis of this Chapter.

**THIRD. CO-OWNERS (applicable only to individuals).** The inclusion of co-owners in the **"Accounts"** or in those products that this **"Agreement"** allows, will be originally stated in the **"Request-Agreement"** and additionally and subsequently in the documents that **"INTERCAM BANCO"** delivers

to the "**CUSTOMER**" in order to specify the persons that have or cease to have such capacity, as well as the modalities that are established for the management of the corresponding product, in the understanding that the most recent dated documents will complement or repeal the previous ones as indicated and will form an integral part of this "**Agreement**". In order for a document including new co-owners and/or instructing the exclusion of co-owners to be valid, it must contain the signatures of all the persons having such capacity at the time of issuing such instruction.

**FOURTH. DISPOSITION OF RESOURCES IN PRODUCTS WITH CO-OWNERS.** When there are two or more holders of the products covered by this "**Agreement**" and the management of the same is determined jointly and severally or third parties have been authorized to make indistinct withdrawals, "**INTERCAM BANCO**" will deliver the amounts to any of them who request it, without incurring in liability.

When there are two or more holders of the contracted product and the management thereof is determined jointly, "**INTERCAM BANCO**" may only make deliveries of amounts, provided that they are requested by all the holders jointly and in writing.

In case of interdiction, insolvency and/or bankruptcy of any of the co-owners or when the resources have been judicially ordered to be withheld or seized, "**INTERCAM BANCO**" will deliver the same to whoever legally justifies his rights or to whoever by decree of the judge or corresponding administrative authority has the right to receive them. If "**INTERCAM BANCO**" and any co-owner do not agree on the restitution of the funds, "**INTERCAM BANCO**" may go to the judge requesting an order to deposit the funds and that they be delivered to the person who, according to the resolution of the authority, has the right to them.

**FIFTH. DESIGNATION OF BENEFICIARIES** (applicable only to individuals). Pursuant to the provisions of Article 56 of the Law of Credit Institutions, the "**CUSTOMER**" designates as beneficiary(ies) of the balance of the products contracted to the person(s) indicated in the "**Request-Agreement**" or in a separate document signed by the "**CUSTOMER**" for such purposes, being that the persons indicated for such purpose, will be beneficiaries in the proportion or percentage established.

Such beneficiary(ies) shall be entitled to receive, when they prove to the satisfaction of "**INTERCAM BANCO**" both the death of the "**CUSTOMER**" and their identity, the amount that at that date the respective product(s) maintain(s). If there are several designated beneficiaries, "**INTERCAM BANCO**" will deliver to them the proportional part determined by the "**CUSTOMER**" and if the proportion that corresponds to each of them has not been established, it will deliver to them in equal parts the balance to which they are entitled, in accordance with the provisions of this clause.

Such delivery will be made directly to the beneficiary(ies) if they are of legal age or to their legal representatives if they are minors or incapable. From the moment of notification of the death of the "**CUSTOMER**", "**INTERCAM BANCO**" will be responsible for the resources existing in the contracted product(s) and until their delivery to the beneficiary(ies) or, if applicable, to the executor of the estate of the "**CUSTOMER**".

The parties agree that the beneficiaries designated by the "**CUSTOMER**" in the corresponding product in accordance with the provisions of this clause, shall be beneficiaries in the same percentages of all the products contracted by the "**CUSTOMER**" under this instrument, unless otherwise agreed, in writing, at the time of contracting the corresponding product.

In the case of products whose management has been agreed on an individual basis, in the event of the death of the holder, "**INTERCAM BANCO**" will deliver the funds available in the corresponding product to the beneficiaries designated by the holder, in the proportions established by the holder.

In the case of "Accounts" and/or products contracted by the "**CUSTOMER**" in which there is more than one holder whose form of management is joint, upon the occurrence of the death of any of the holders, "**INTERCAM BANCO**" will deliver the corresponding balances to the beneficiaries of the deceased account holder in the percentages that correspond to each one based on the records in the possession of "**INTERCAM BANCO**", in accordance with the provisions of Clause Six of this chapter, with the understanding that the surviving account holders may use the remaining resources available in the product.

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

With respect to the products that have a "Pivot Account" in the purchase and sale transactions of shares subject to Chapters V, VII, VIII and IX of the "**Agreement**", it is indicated that the beneficiary(ies) designated in such product shall have the right to choose the delivery of certain securities registered in the product or the amount of their sale.

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

"**INTERCAM BANCO**" may enable the "**CUSTOMER**" to designate, substitute, modify and change the percentages of such beneficiaries through the **Electronic Means** previously agreed upon by the parties, in accordance with the procedures that "**INTERCAM BANCO**" has contemplated.

In the event that the "**CUSTOMER**" has not designated any beneficiary in accordance with the provisions of this clause, "**INTERCAM BANCO**" will deliver the funds of the corresponding product in accordance with the provisions of the common legislation for such purposes.

**SIXTH. DESIGNATION OF BENEFICIARIES IN PRODUCTS WITH CO-OWNERS.** In order for the designation of beneficiaries in products, which have several holders, to be effective, the percentage participation that each of the holders has over the total available balance and which beneficiaries each of the holders designates must be specified. In the case of products whose disposition regime is joint and provided that there is no stipulation to the contrary, "**INTERCAM BANCO**" will presume that each of the holders has equal percentage participation on the total available balance and based on this will deliver balances to the beneficiaries designated by the holder who has died.

**SEVENTH. BANKING SECRECY.** "**INTERCAM BANCO**" in no case may give news or information of the Deposits, operations or services related to this "**Agreement**", except to the "**CUSTOMER**", beneficiary(ies), its trustors, trustees, principals or principals, its legal representatives, or those who have granted power to dispose of the "Account(s)" or to intervene in the operation or service, except when so requested by the judicial authority by



virtue of an order issued in a lawsuit, directly to **"INTERCAM BANCO"** or through the National Banking and Securities Commission, in which the owner, the trustor, trustee, fiduciary, principal, commission agent, principal or agent is a party or defendant.

Likewise, **"INTERCAM BANCO"** is exempted from the prohibition set forth in the preceding paragraph in those cases in which the information is requested by the Authorities established in the third paragraph of Article 142 (one hundred and forty-two) of the Law of Credit Institutions through the National Banking and Securities Commission.

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

Likewise, the **"CUSTOMER"** authorizes **"INTERCAM BANCO"** to share its documentation, financial, personal and patrimonial information with the companies referred to in clause Twenty One of this Chapter. Consequently, the **"CUSTOMER"** accepts that **"INTERCAM BANCO"** by sharing such information and documentation at no time transgresses banking secrecy.

**SEVENTH BIS. BALANCE CONSULTATION.** The **"CUSTOMER"** may consult the balance, transactions and movements of any of the products and operations entered into under this **"Agreement"**, at any branch of **"INTERCAM BANCO"**, upon accreditation of the **"CUSTOMER'S"** personality by presenting an official identification and upon presentation of the account number and/or **"CUSTOMER"** number that may be requested, or, through **Electronic Banking** by means of the use of the corresponding **Authentication Factors**, which could be, among others, **"CUSTOMER"** number, **Password**, **PIN**, or biometric data.

**EIGHTH. COMMISSIONS.** As a consequence of the rendering of the services subject of this **"Agreement"**, the **"CUSTOMER"** undertakes to pay to **"INTERCAM BANCO"** the commissions indicated in the annex of commissions that is delivered to the **"CUSTOMER"** upon subscription of this **"Agreement"**, or those that at the time are made known to him in accordance with the applicable legal provisions and that may be consulted in the **"INTERNET"** page of **"INTERCAM BANCO"**, plus the corresponding taxes, said commissions shall be payable through a charge to the **"Axis Account"**.

**EIGHTH BIS. OFFSETTING OF DEBTS.** With the execution of this Agreement, the **"CUSTOMER"** expressly and irrevocably authorizes, authorizes and instructs **"INTERCAM BANCO"**, to offset any debit that exists in its favor by the **"CUSTOMER"**. Likewise, the **"CUSTOMER"** authorizes **"INTERCAM BANCO"**, to charge any debt owed by the **"CUSTOMER"** for any concept, which upon its due date has not been paid by the **"CUSTOMER"** and therefore is due and payable by **"INTERCAM BANCO"**, up to an amount equal to the amount owed, without the need for any requirement, notice or demand, to any account in which there are resources or in which the **"CUSTOMER"** operates with **"INTERCAM BANCO"**, including, without limitation, checking, deposit and/or demand, savings, time, currency and credit accounts.

**EIGHTH TER. ASSIGNMENT AND/OR GUARANTEE.** The **"CUSTOMER"** agrees that he/she may not assign or transfer in any way the rights derived from his/her **"Accounts"**, nor grant them in guarantee, unless **"INTERCAM BANCO"** authorizes it in writing.

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

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

Additionally, the **"CUSTOMER"** may consult his/her account statement through his/her **Electronic Banking Service** or request it at any of the branches of **"INTERCAM BANCO"**, which **"INTERCAM BANCO"** will make available to the **"CUSTOMER"**, as of the **"BUSINESS DAY"** following the corresponding cut-off date.

The account statements that **"INTERCAM BANCO"** sends to the e-mail address of the **"CUSTOMER"** will be transmitted through mechanisms that prevent their reading by unauthorized third parties, for which the **"CUSTOMER"** must make use of **"Access Keys"** or **Passwords** for their consultation, being his/her responsibility the safekeeping and custody of the same, releasing **"INTERCAM BANCO"** from any responsibility for the consultation of the account statements by unauthorized third parties.

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

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

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

The parties agree that in the event that the **"CUSTOMER"** has any clarification regarding the movements detailed in the account statement, the **"CUSTOMER"** shall be subject to the clarification process set forth in clause Eighteen of this Chapter, in the understanding that if such movements are not objected by the **"CUSTOMER"** within the term referred to in clause Eighteen of this Chapter, they are understood as consented to by the **"CUSTOMER"**.

Once the term referred to in the preceding paragraph has elapsed without the **"CUSTOMER"** having made any objection, the entries in the accounting records of **"INTERCAM BANCO"** shall be evidence in favor of the latter.

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

**TENTH. FORTUITOUS EVENT OR FORCE MAJEURE.** None of the parties shall in any case be liable for non-compliance when the non-compliance is due to an act of God or force majeure, due to failures in the operation of computer systems or interruption in the communication systems or any similar event beyond the control of the parties.

**ELEVENTH. MODIFICATIONS.** The parties agree that **"INTERCAM BANCO"** is empowered to modify at any time this **"Agreement"**, including its annexes, as well as the commissions communicated to the **"CUSTOMER"**, by prior written notice at least 30 (thirty) calendar days prior to the date such modifications are expected to become effective, through a notice addressed to the **"CUSTOMER"**, to the last e-mail address that the **"CUSTOMER"** has provided to **"INTERCAM BANCO"**. In the event that the **"CUSTOMER"** has not registered an e-mail address, the modifications will be informed by means of a notice in the account statement.

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

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

Once the term referred to in the first paragraph of this clause has elapsed, without the **"CUSTOMER"** having objected to the modifications in reference, these shall be considered as accepted by the **"CUSTOMER"** and shall have full legal effect.

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

**ELEVENTH BIS. CANCELLATION OF PRODUCTS AND/OR SERVICES.** The parties agree that if in any section of this **"Agreement"** a specific cancellation procedure is established, the provisions of said section shall apply. For those product(s) or service(s) that the respective Chapter does not provide a specific cancellation process, they shall observe the provisions of this clause.

Likewise, the **"CUSTOMER"** may cancel the product(s) and/or service(s) he/she has contracted established in the different sections of this **"Agreement"**, for which he/she must submit a written request at any branch of **"INTERCAM BANCO"**. The **"CUSTOMER"** has the obligation to pay the debts and/or commissions at the time of requesting the cancellation of such product(s) or service(s) to **"INTERCAM BANCO"** that are pending and must withdraw the respective funds that may exist, taking effect at that moment the cancellation of the product(s) or service(s).

Likewise, **"INTERCAM BANCO"** shall be authorized to cancel the product(s) and/or service(s) established in the different Chapters of this **"Agreement"** prior written notice sent to the **"CUSTOMER"** through the means agreed therein with at least one business day prior to that in which the cancellation will take effect and provided that there is no legal impediment to do so. Likewise, **"INTERCAM BANCO"** shall make available to the **"CUSTOMER"** the resources that may exist in such product(s) and/or service(s) cancelled in any branch of **"INTERCAM BANCO"** and reserves the right to collect any debit(s) and commission(s) that were pending by the **"CUSTOMER"** at the time of cancellation.

Once the **"CUSTOMER"** receives from **"INTERCAM BANCO"** the notification of cancellation of the product and/or service(s), or at the moment **"INTERCAM BANCO"** receives the request for cancellation of product(s) and/or service(s) by the **"CUSTOMER"**, **"INTERCAM BANCO"** shall adopt the necessary measures to avoid movements or operations on the same, ceasing from that moment on any liability on behalf of the **"CUSTOMER"**.

**TWELFTH. TERM AND TERMINATION OF THE "AGREEMENT".** This **"Agreement"** shall have an indefinite term. Notwithstanding the foregoing, the parties may terminate this **"Agreement"** at any time, for which **"INTERCAM BANCO"** must by notifying the **"CUSTOMER"** at least 30 (thirty) calendar days prior to the date on which they intend to terminate the same. In the event that the **"CUSTOMER"** wishes to terminate the **"Agreement"**, the provisions set forth in the fourth and fifth paragraphs of this clause shall be observed. The cancellation of one or more of the products or services provided for in the different sections of this **"Agreement"**, either by the **"CUSTOMER"** 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.

In the case of the contracting of an additional product or service that is necessarily linked to the main product or service, that is to say, that cannot subsist without it, at the time this instrument is terminated, the additional products or services will also be terminated.

The parties agree that the increase in the commissions that the **"CUSTOMER"** must pay to **"INTERCAM BANCO"** under this **"Agreement"** will be cause for termination of this **"Agreement"**, in case the **"CUSTOMER"** does not agree with the new amount of the same, being applicable the provisions set forth in the Eleventh Clause above.

To request the termination of this **"Agreement"** it will be sufficient for the **"CUSTOMER"** to submit a written request at any branch of **"INTERCAM BANCO"**, having the **"CUSTOMER"** the obligation to settle debts and commissions at the time of requesting the termination to **"INTERCAM BANCO"** at that time. Likewise, the **"CUSTOMER"** shall comply with the provisions of paragraph six, numeral 1., of this clause. **"INTERCAM BANCO"** shall provide the **"CUSTOMER"** with an acknowledgement of receipt, confirmation code or folio number and must verify the authenticity and veracity of the identity of the user or **"CUSTOMER"** who makes the respective termination request. The parties waive their residual collection rights, which may subsist after the cancellation, at which time the termination shall take effect.

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

The parties agree that "INTERCAM BANCO":

1. Will cancel the means of disposition and/or Access Device and/or "TOKEN" linked to this "Agreement" on the date of presentation of the termination request. The "CUSTOMER" must deliver them or state in writing and under oath that they were destroyed or that he/she does not have them, and therefore, he/she will not be able to make any disposition and/or use them after said date;
2. Reject any disposition and/or use that is intended to be made after the cancellation of the means of disposition and/or Access Device and/or "TOKEN". Consequently, no new charges or additional movements may be made as of the moment in which the cancellation is made, except for those already generated but not reflected;
3. Will cancel, without its responsibility, the collection of any product or associated service, as well as direct debit services on the date of the termination request, regardless of who retains the authorization of the corresponding charges;
4. Refrain from conditioning the termination of the present "Agreement" to any other act not foreseen in the respective "Agreement"; and
5. Refrain from charging the "CUSTOMER" any commission or penalty for the termination of this "Agreement".

The "CUSTOMER" will 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 "CUSTOMER" has not used or operated any of the products contracted with "INTERCAM BANCO" under this "Agreement".

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

Likewise, "INTERCAM BANCO" shall have the right to cancel the "Accounts" that remain inactive for a period of more than 6 months and their balances are at zero pesos, notifying the client 30 calendar days prior to the date it intends to close such "Accounts", by means of a message sent to the e-mail address that the "CUSTOMER" has registered in the "INTERCAM BANCO" system, without prejudice to the other products and services that the "CUSTOMER" has contracted under this "Agreement".

In case of termination or rescission of this "Agreement", "INTERCAM BANCO" will not be obliged to comply with any operation that is pending or that had been scheduled in advance or to provide any service from the date on which the "Agreement" is terminated, being the "CUSTOMER" 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 "CUSTOMER" by cashier's check at the branch where the "Account" serving as the "backbone" of this "Agreement" was opened.

In the event that "INTERCAM BANCO" offers the direct debit service and has been contracted by the "CUSTOMER", 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".

**TWELFTH BIS. THEFT OR LOSS.** In case of theft or loss of any of the means of disposition and/or Access Device and/or "TOKEN" granted under this "Agreement" or claims for charges not recognized in the corresponding "Account", the "CUSTOMER" will notify immediately, going to any of the branches of "INTERCAM BANCO" or by telephone to the customer service center of "INTERCAM BANCO" whose number is stated in the "Request-Agreement" and any of the "Cover Sheets" or else, through electronic channels or any other means of communication made available to the "CUSTOMER", where it will be provided, at the option of the "CUSTOMER", in writing or through electronic or communication means agreed with the "CUSTOMER", a reference number of the notice, as well as the date and time it was received.

As long as "INTERCAM BANCO" does not receive notice of the theft or loss of the means of withdrawal and/or Access Device and/or "TOKEN", the "CUSTOMER" will be responsible for the amount of the withdrawals made. Once "INTERCAM BANCO" receives notice of the theft or loss of the means of withdrawal and/or Access Device and/or "TOKEN" in question, in the above terms, "INTERCAM BANCO" will proceed to block the use of said means of withdrawal.

The parties agree that "INTERCAM BANCO":

1. It shall cancel the means of disposition and/or Access Device and/or "TOKEN" linked to this "Agreement" on the date of presentation of the termination request. The "CUSTOMER" must deliver them or state in writing and under oath that they were destroyed or that he/she does not have them, so he/she will not be able to make any disposition and/or use after such date;
2. It shall reject any disposition and/or use intended to be made after the cancellation of the means of disposition and/or Access Device and/or "TOKEN". Consequently, no new charges or additional movements may be made from the moment the cancellation is made, except for those already generated but not reflected; and
3. It will cancel, without its responsibility, the collection of any associated product or service, as well as direct debit services on the date of the respective theft or loss report, regardless who retains the authorization of the corresponding charges;

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

[https://www.intercam.com.mx/wp-content/uploads/2023/06/Politica-Anticorruptoi-o%CC%81n\\_Versio%CC%81n-Pu%CC%81blica.pdf](https://www.intercam.com.mx/wp-content/uploads/2023/06/Politica-Anticorruptoi-o%CC%81n_Versio%CC%81n-Pu%CC%81blica.pdf)

The "CUSTOMER" accepts that it is strictly forbidden to request, receive, promise, offer, pay, directly or indirectly deliver money, gifts, presents and/or gratuities of any kind to any employee of "INTERCAM BANCO" to try to obtain any advantage or influence decisions and/or obtain benefits or any



undue profit, or with the intention that "INTERCAM BANCO" and/or its employees refrain from complying with their obligations, derived from the execution of this "Agreement" or in any other contracting and/or process in which it participates with "INTERCAM BANCO", or with any of the financial entities that are members of Intercam Grupo Financiero.

**TWELFTH QUATER. LISTINGS.** The parties agree that if at any time during the term of the "Agreement", the "CUSTOMER" (when applicable: its shareholders, beneficial owner(s) of the resources or beneficial owner(s)) is or are included in the Lists, the "CUSTOMER" shall inform "INTERCAM BANCO" in writing, within 3 (three) business days following the date on which it has been included, or when it becomes aware of its inclusion in such Lists.

**THIRTEENTH. TERMINATION.** The breach of the "CUSTOMER", to any of the terms of this "Agreement", will entitle "INTERCAM BANCO" to its immediate termination, regardless of the damages that "INTERCAM BANCO" may claim; to that effect, it will be sufficient that the breach is verified and that "INTERCAM BANCO" notifies the "CUSTOMER", through any of the means agreed upon in this "Agreement" for the immediate termination of the same to proceed.

Likewise, the false or inaccurate statement of the "CUSTOMER" and when applicable, with respect to its shareholders, real owner(s) of the resources or beneficial owner(s), of not having been included in the Lists, or having failed to comply with its obligation to inform such situation to "INTERCAM BANCO", shall be cause for immediate termination of this "Agreement", without liability for "INTERCAM BANCO".

In any case, the "CUSTOMER" shall be obliged to indemnify "INTERCAM BANCO" from any claim filed against it as a consequence of its inclusion in the Lists. Likewise, the "CUSTOMER" is obliged to pay reasonable attorney's fees as well as any damages that may be caused to "INTERCAM BANCO" as a consequence of such inclusion in the Lists.

Once notified the termination of the "Agreement", if there are resources in the products and/or services covered by the same, "INTERCAM BANCO" shall charge any debit that exists on the part of the "CUSTOMER" and will make available any resulting or remaining amount by cashier's check through any of its branches, except when the products and/or services have a mandatory term, in which case "INTERCAM BANCO" shall deliver them at their expiration date.

With respect to the means of disposition and **Access Device**, the parties shall foreseen by the provisions of the sixth paragraph of the Twelfth Clause of this "Agreement".

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

**FIFTEENTH. COMPLEMENTARY SERVICES.** The "CUSTOMER" will be able to contract with "INTERCAM BANCO" other banking and financial products or services that complement, expand or add to those provided for in this "Agreement", in which case the content of the obligations of this "Agreement" will prevail unless expressly the contract(s) that, if any, are signed in the future, is (are) deleted or leaves without effect any part of this "Agreement". Likewise, the "CUSTOMER" accepts that this "Agreement" leaves without effects the previous versions of the "Agreement", recognizing that this version is the most updated and registered in the Registry of Adhesion Contracts (RECA) in charge of CONDUSEF, and therefore is subject and accepts the content of the same.

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

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

The request referred to in this clause, in the case of termination through another financial institution, may be made in writing with a handwritten signature. In the event that the "CUSTOMER" does not acknowledge such termination or the transfer of resources made, the receiving financial institution must deliver the resources with their respective accessories to the transferring financial institution, within a maximum term of three "BUSINESS DAYS".

When the "CUSTOMER" requests the termination referred to in this clause, "INTERCAM BANCO" shall require the "CUSTOMER" to confirm that he/she has requested the service of cancellation and transfer of resources to the receiving financial institution through the location data agreed with the transferring financial institution.

**SIXTEENTH. ASSIGNMENT OF RIGHTS OF THE "Agreement".** The "CUSTOMER" 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 marketing right whose holder is "INTERCAM BANCO".

**SEVENTEENTH. INACTIVITY OF THE PRODUCTS.** The principal and interest of the banking instruments that do not have a maturity date, those that are automatically renewed, as well as transfers and investments that have expired and are not claimed, which in the course of three years have had no movement for deposits or withdrawals, prior written notice addressed to the domicile of the "CUSTOMER", ninety days in advance, may be credited to a "Global Account" that "INTERCAM BANCO" will keep for such purposes. For purposes of the provisions of this clause, commissions collected by "INTERCAM BANCO" shall not be considered as transactions.

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

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

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

**"INTERCAM BANCO"** shall not charge any commission whatsoever when the resources of the fund-raising banking instruments are in the cases referred to in this clause as of their inclusion in the "global account".

**"INTERCAM BANCO"** shall pay the corresponding resources to the public charity within a maximum term of fifteen days counted as of December 31st of the year in which the event foreseen in the first paragraph of this clause is fulfilled. **"INTERCAM BANCO"** shall notify the National Banking and Securities Commission of compliance with this clause within the first two months of each year.

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

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

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

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

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

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

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

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

Within 45 (forty-five) calendar days from the delivery of the opinion referred to in this clause or the resolution referred to in the preceding paragraph, **"INTERCAM BANCO"** shall be obliged to make available to the **"CUSTOMER"**, at the branch where the "Account" is located, or at the Specialized Unit of **"INTERCAM BANCO"**, the file generated as a result of the request, as well as to integrate in it, under its strictest responsibility, all documentation and information that, in accordance with the applicable provisions, must be in its possession and that is directly related to the "Account", the file generated as a result of the request, as well as to integrate in it, under its strictest responsibility, all the documentation and information that, in accordance with the applicable provisions, must be in its possession and that is directly related to the corresponding request for clarification and without including data corresponding to operations related to third parties.

In the event that **"INTERCAM BANCO"** does not provide a timely response to the request of the **"CUSTOMER"** or does not deliver the detailed opinion and report, as well as the documentation or evidence referred to above, **CONDUSEF**, 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 **"CUSTOMER"** 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 **"CUSTOMER"** to go before **CONDUSEF** 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 **"CUSTOMER"** files its claim before the jurisdictional authority or conducts its claim in terms and terms of the Law for the Protection and Defense of the User of Financial Services.

For purposes of the provisions of the preceding paragraph, the **"CUSTOMER"** may contact the **CONDUSEF** call center number: 55-53-40-09-99. The **"CUSTOMER"** may attend **CONDUSEF's** main offices located at 762 Insurgentes Sur Avenue, Colonia Del Valle, Alcaldía Benito Juárez, C.P. 03100, Mexico City or any of the regional or metropolitan delegations that are closest to him/her, depending on his/her geographic location. Likewise, the **"CUSTOMER"** may make inquiries at **CONDUSEF's** web page: <http://www.condusef.gob.mx>, including the possibility of sending opinions to the e-mail: [asesoria@condusef.gob.mx](mailto:asesoria@condusef.gob.mx), with the purpose of carrying out any claim derived from the services, terms and conditions established in this **"Agreement"**.

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

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

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

**"INTERCAM BANCO"** indicates as its domicile for all legal purposes located at Avenida Paseo de las Palmas, 1005, Piso 01, Colonia Lomas de Chapultepec, Alcaldía Miguel Hidalgo, C.P. 11000. Likewise, **"INTERCAM BANCO"** makes available to the **"CUSTOMER"** its **"INTERNET"** page [www.intercam.com.mx](http://www.intercam.com.mx), through which it may also consult the accounts that **"INTERCAM BANCO"** maintains active in **"INTERNET"** social networks.

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

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

Tel. 55 55 33 33 34 ext. 3308

Hotline: 55 50 33 33 08

[une@intercam.com.mx](mailto:une@intercam.com.mx)

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

**TWENTY-FIRST. PERSONAL DATA.** In compliance with the provisions of the Federal Law for the Protection of Personal Data in Possession of Private Parties and the Regulations thereto, **"INTERCAM BANCO"** informs the **"CUSTOMER"** and the **"CUSTOMER"** accepts and acknowledges that all personal data collected by **"INTERCAM BANCO"** in person or remotely by virtue of the execution of this **"Agreement"**, will be protected and treated in terms of the Privacy Notice, which is available to the **"CUSTOMER"** in the web page <https://www.intercam.com.mx>, which is part of this **"Agreement"**.

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

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

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

At any time, the **"CUSTOMER"** may request the exercise of their rights of access, rectification, cancellation, opposition or revocation of consent for the processing of their personal data, through the corresponding request that can be submitted at any of our branches addressed to the Responsible for Personal Data. To facilitate the exercise of your ARCO rights, **"INTERCAM BANCO"** offers you the following telephone numbers: 800-800-3334



or 55-55-33-33-34 to extension 4001 or e-mail [privacidad@intercam.com.mx](mailto:privacidad@intercam.com.mx) for further information, clarify answers to your request, submit complaints, doubts or make recommendations.

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

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

**TWENTY SECOND. APPLICABLE LEGAL PROVISIONS.** The different legal precepts referred to throughout this **"Agreement"** will be available for consultation by the parties in the Registry of Adhesion Agreements kept by **CONDUSEF**, in the **"INTERNET"** Page and in the branches of **"INTERCAM BANCO"**.

**TWENTY-THIRD. TITLES OF THE CLAUSES.** The parties acknowledge that the titles of the clauses are used as a reference, and therefore shall not affect the interpretation of the same. Likewise, they recognize that if any of the clauses of the present agreement were to be declared null or illegal by a competent authority, it shall not interfere with the rest of the **"Agreement"** nor may it be used to request its nullity.

**TWENTY-FOURTH. JURISDICTION AND APPLICABLE LAW.** In the event of any controversy between the parties in relation to the interpretation, execution and performance of this **"Agreement"**, the parties submit to the laws and jurisdiction of the courts located in Mexico City, and the parties hereby waive any other jurisdiction that may correspond to them by reason of their present or future domicile.

[SIGNATURE PAGE FOLLOWS]

The present "**Agreement**" with "Account" number \_\_\_\_\_, is subscribed in duplicate at \_\_\_\_\_, on the \_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_, the "**CUSTOMER**" receiving one copy of the same.

<p><b>INTERCAM BANCO, S.A., INSTITUCIÓN BANCA MÚLTIPLE, INTERCAM GRUPO FINANCIERO</b></p>	<p>_____</p> <p>The "<b>CUSTOMER</b>"</p>
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The parties acknowledge that these signature pages are an integral part of the Multiple Banking Products and Services Agreement, registered in the Registry of Adhesion Agreements of CONDUSEF under number **1623-437-008334/27-00242-0125**. Likewise, all modifications and updates made to this "**Agreement**" may be consulted at [https://registros.condusef.gob.mx/reca/\\_index.php](https://registros.condusef.gob.mx/reca/_index.php).

#### PRIVACY NOTICE AND AUTHORIZATION TO SHARE INFORMATION

Intercam Banco, S.A., Institución de Banca Múltiple, Intercam Grupo Financiero, indicates as its address for the purposes related to this privacy notice, the address located at Lago Zurich 219, Piso 10, Col. Ampliación Granada, Alcaldía Miguel Hidalgo, C.P. 11529, Mexico City. Likewise, "**INTERCAM BANCO**" informs you that the personal data collected will be protected in accordance with the provisions of the Federal Law for the Protection of Personal Data in Possession of Individuals and that the processing of your personal data will be for the following purposes, without limitation: (i) corroborate your identity and the veracity of the information you provide as your own; (ii) formalize a contractual relationship and provide the contracted financial services as agreed between the parties, and if applicable, require its compliance, (iii) offer an extension or improvement of the contracted financial products or services and, if applicable, promotions or discounts. You may consult our comprehensive privacy notice on the web page [www.intercam.com.mx](http://www.intercam.com.mx)

Also, the "**CUSTOMER**" in terms of the provisions of Article 106, Section XX of the Law of Credit Institutions and the Twenty-First Clause of Chapter XII of this "**Agreement**" authorizes "**INTERCAM BANCO**" to share with the association and companies indicated in said clause the data and documents related to his personal information, financial, fiscal or patrimonial information contained in the file that "**INTERCAM BANCO**" has integrated derived from the financial services that the "**CUSTOMER**" has contracted, as well as for promotional activities and that such third parties may offer goods and services to the "**CUSTOMER**". This consent may be revoked at any time through our branches in accordance with the privacy notice.

\_\_\_\_\_

The "**CUSTOMER**"

#### AUTHORIZATION TO CREDIT INFORMATION COMPANIES (CREDIT BUREAUS)

The "**CUSTOMER**" expressly authorizes "**INTERCAM BANCO**" to request information from the Credit Information Companies. Likewise, I (we) authorize that the financial and patrimonial information that we have provided to "**INTERCAM BANCO**", as well as the information obtained from the credit information companies, may be disclosed and shared with the financial entities that are members of Intercam Grupo Financiero, S.A. de C.V. and other subsidiaries, in the understanding that I (we) expressly declare that I (we) have full knowledge of:

- 1.- The nature and scope of the information to be provided by credit information companies.
  - 2.- The use that "**INTERCAM BANCO**" and Intercam Grupo Financiero, S.A. de C.V. will make of such information.
- That "**INTERCAM BANCO**" and Intercam Grupo Financiero, S.A. de C.V., may make periodic inquiries of my (our) credit history for as long as this authorization remains in effect.

This authorization shall be in force for a term of three years from the date of its granting, or during all the time that "**INTERCAM BANCO**" is in force or maintains a legal relationship with the "**CUSTOMER**".

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The "**CUSTOMER**"

#### AUTHORIZATION TO SEND AN AGREEMENT ELECTRONICALLY

The "**CUSTOMER**" hereby expressly authorizes "**INTERCAM BANCO**" to send him/her a copy of this "**Agreement**" by e-mail to the address provided in the "**Request-Agreement**".

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The "**CUSTOMER**"

Registration data in the registry of adhesion agreements:  
**1623-437-008334/27-00242-0125**

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