

BUSINESSES AFFILIATION AGREEMENT FOR TRANSACTIONS IN LOCAL CURRENCY AND/OR U.S. DOLLARS (HEREINAFTER THE "AGREEMENT") ENTERED INTO BY AND BETWEEN INTERCAM BANCO, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, INTERCAM GRUPO FINANCIERO, (HEREINAFTER "THE BANK"), AND [CUSTOMER NAME] WHOSE IDENTIFICATION DETAILS ARE INCLUDED IN THE BUSINESS AFFILIATION APPLICATION ATTACHED HERETO, (HEREINAFTER "THE AFFILIATE"). THIS AGREEMENT IS EXECUTED IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES.

STATEMENTS

I. The Bank, through its attorney-in-fact, states:

- 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, under the terms and conditions set forth below.
- c) Its attorney-in-fact has the powers to enter into this Agreement, which have not been revoked, modified or limited in any way.
- d) Their website is: www.intercam.com.mx.

II. The Affiliate states in his own right and/or through his attorneys-in-fact and under oath, that:

- a) It is a natural person with business activity and/or legal entity, as applicable, with sufficient capacity to be bound under the terms of this Agreement.
- b) You wish to enter into this Agreement with The Bank in order to receive the various services covered by this Agreement.
- c) In the event of appearing through attorney-in-fact(s), such person(s) has (have) sufficient powers to appear in its (their) name and representation to sign this Agreement, which to date have not been modified, limited or revoked in any way.
- d) 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 (ONU); (d) the European Union; (e) Canada; and (f) Blocked Persons in the United Mexican States (collectively, the "Lists").
- e) (Only 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

1. Definitions.

For the purposes of this Agreement, the parties agree that the following terms, whether used in the singular or plural, shall have the following meanings set forth below:

Acquiring Bank: Credit Institution that enables the reception and processing of Card Transactions at commercial and/or service establishments, depositing the payments resulting from such transactions in the account opened and/or determined for such purpose by the establishment in such institution.

Banking Business Days: Days on which credit institutions are authorized by the Comisión Nacional Bancaria y de Valores to provide services to the public, as published annually in Diario Oficial de la Federación.

Chargeback: Procedure through which the cardholder is reimbursed the amounts wrongly charged to his/her card by The Affiliate, when the claim filed with the Issuer is valid, or when it was not duly authorized by said cardholder or was made in contravention of the provisions of the Agreement.

Concentrator Account: A level 4 checking or demand deposit account held by The Affiliate at The Bank designated for deposits from Card Transactions, as well as to load the applicable amounts as stipulated in this Agreement. This account will be the identified upon the execution of this Agreement.

Issuer: The entity that issues Credit Cards, Debit Cards, digital cards, electronic wallets, prepaid cards, or voucher cards in favor of its customers, enabling them to access credit line or their account balance.

Card Marks and/or Trademarks: Distinctive signs appearing on Credit Cards, Debit Cards, digital cards, electronic wallets, prepaid cards or voucher cards, issued by companies that have agreements with the Issuers, intended to facilitate broader acceptance of the cards, both nationally and internationally, including but not limited to: (e.g. VISA, MASTERCARD, AMERICAN EXPRESS, CARNET, DISCOVER, among others).

Personal Identification Number (PIN): A confidential password used by the cardholder to authorize transactions electronically, serving as a substitute for their physical signature.

Card Processor: Company authorized by The Bank for the reception and processing of requests for payment with Cards Transactions between the holders of such cards and the Affiliate, granting through such company the authorizations or rejections of aforementioned requests.

Automatic Charge Software: Computer program provided or authorized by The Bank used by The Affiliate, through which Card Transactions made at their establishment(s) may be processed, generating electronic transactions files to be sent to the Card Processor for its authorization or rejection and, if applicable, for the generation of deposit instruction to the Concentrator Account for the amount of the authorized transactions.

Cards: Any data integrated in a physical or electronic device issued by the Issuer that allows The Affiliate to use the Credit Cards, Debit Cards, digital cards, electronic purse, prepaid cards, or voucher cards.

Credit Card: A data set processed through a specific system that allows initiating a charge instruction, identifying and associating The Affiliate with the current account credit granted by the Issuer, allowing him/her to have access to the balance thereof.

Debit Card: A data set that identifies and links regardless of the medium on which it is stored, The Affiliate with his or her demand deposit account with the Issuer and allows him or her to withdraw funds from the account.

Point-of-Sale Terminal (POS): Physical and/or virtual electronic device used to generate the receipt derived from Card Transactions, which will also be used to process authorizations and/or rejections of Card Transactions before the Card Processor and, if applicable, to generate the deposit instruction to the Concentrator Account for the amount of the authorized transactions.

Open Keyboard: Procedure that allows The Affiliate to type directly into the POS the card number, the security code, expiration date of the card without having to read the magnetic stripe or the chip of such Cards, in order to obtain the authorization or rejection of the payment transaction by the Card Processor.

National Territory: The territory of the United Mexican States (Mexico).

Card Transaction: Transaction consisting of the processing of any request for payment charged to Cards for merchandise and/or services offered by The Affiliate at its establishment(s), such request being subject to the authorization or rejection of the Issuer through the Card Processor.

Fraudulent Transaction: Each of the Card Transactions that are made or intended to be made without the authorization or consent of The Affiliate, or that were received, processed and/or made without complying with the provisions, procedures and/or rules set forth in this Agreement or with the procedures separately indicated to The Affiliate.

Virtual Store or Site: Internet address or domain name where it is possible to have contact with the offer of sale of certain goods and/or services, whose acquisition may be made by means of payment through charges to the Cards.

2. Object.

The Bank shall provide The Affiliate, within the National Territory, Acquiring Bank service through the following modalities, which will be activated upon The Affiliate's request, in the Merchant Affiliation Application attached to this Agreement:

- a) Use of the physical POS, in its different modalities;
- b) Use of Virtual POS; and/or
- c) Use of recurring charges.

The Affiliate undertakes before The Bank to accept that the users of Cards issued by the Issuer pay the amount of the purchases, consumptions or services requested by The Affiliate, in any of the modalities set forth in this clause.

The services mentioned in this clause shall only be available for the establishment authorized and designated by The Affiliate and whose address is indicated in the Merchant Affiliation Application of this Agreement. Notwithstanding the foregoing, The Bank may authorize The Affiliate to include other establishments, as long as they are part of the corporate and/or business group to which The Affiliate belongs without the need for them to operate under the same commercial name, corporate name or branch of the authorized establishment and The Affiliate requests authorization for the inclusion of the corresponding establishments through the forms provided by The Bank for such purpose. The Bank reserves the right to authorize or reject the request set forth in this paragraph.

3. Operation of Services and Transactions.

The Affiliate obliges to accept all payments with Cards of the Brands accepted and operated within National Territory, provided that such Cards are authorized by The Bank at the time of the execution of this Agreement.

However, The Bank reserves the right to reject Card Transactions or deposits derived therefrom, in the event that such transactions or deposits and/or the vouchers derived from the transactions made at the POS do not meet the characteristics or requirements established in the applicable legislation, as well as in the provisions of this Agreement.

For every authorized Card Transaction by the Card Processor, The Affiliate shall generate a voucher by means of the Physical POS or Virtual POS, whose incorporated rights shall correspond to the issuer of the respective cards. The voucher formats shall be provided by The Bank to the Affiliate, or the latter may use voucher formats that he/she may acquire at his/her own risk and cost, provided that such formats are previously authorized by Bank.

The Affiliate must store original receipts and, if applicable, the "transaction logs" of all Card Transactions as a depository, without the right to any remuneration, and therefore releases The Bank from any liability derived from any claim or controversy due to the loss, theft, loss, deterioration, mutilation or partial or total destruction of such documents, as well the payment of damages caused by such reasons and/or the payment of expenses and costs for claim, opposition, cancellation, payment, replacement or restitution procedures referred to in the actions, the foregoing regardless of the obligations and responsibilities of The Affiliate stipulated in this Agreement with respect to the referred documents.

The Affiliate shall pay to The Bank, as a conventional penalty, the total amount of purchases derived from the Card Transactions requested by The Bank to the Affiliate, if The Affiliate does not deliver them within the (3) three Banking Business Days following the request, including those receipts of the last year of operation requested by The Bank to the Affiliate at the end of this Agreement. The payment referred to in this paragraph shall be made by The Affiliate to The Bank on the day following the expiration of the aforementioned three (3) day period.

In the case of disputes or clarifications regarding Card Transactions, The Affiliate must deliver to The Bank all the required documentation requested regarding to such Card Transactions made at The Affiliate's establishment(s), within a term not to exceed (3) three Banking Business Days from the date of the request, including but not limited to the following: (a) vouchers of the respective transactions; (b) Letter of request from The Subscriber; (c) Transaction strip generated by the Physical POS; (d) Batch closing report; (e) Printed voucher generated by the POS; and, (f) Letter of request from The Subscriber and/or any other information required to address the clarification.

The Affiliate must retain all documents related to Card Transactions for a period of 10 (ten) years from the date of the Card Transaction.

The Affiliate must also provide a copy of the transactions voucher or a voucher containing at least the aforementioned.

3.1. Through the use of the Physical POS.

All present Card Transactions will be processed through the Physical POS.

The Affiliate shall ensure that the receipts generated in the Card Transactions, as mentioned in the preceding paragraph, must clearly show the following:

- a) Date of the transaction;
- b) Transaction amount;
- c) Name or denomination of The Affiliate;
- d) Card number which the payment was made in the case of a manual transaction or the last four digits of the card number for electronic transactions;
- e) Card Processor authorization key;
- f) Handwritten or electronic signature of The Affiliate or legend indicating that the transaction was validated with PIN or NIP or without signature for transactions called QPS (Quick Payment Services) up to the amount agreed by The Bank, and;
- g) The affiliation number assigned by The Bank.

The Affiliate must also ensure the following:

- h) That the aforementioned vouchers and their copies are legibly printed with all data, as well as that said documents do not present alterations or modifications and that the signature corresponds to that of the holder of the card with which the payment was made.
- i) In the case of Physical POS, the authorization or rejection of the transaction must be obtained from the Card Processor by means of these devices.
- j) Card Transactions must be validated by means of The Affiliate's PIN, which must be typed directly by The Affiliate on the keypad of the Physical POS; and
- k) In order for The Affiliate to make transactions through the Open Keyboard procedure, he/she must have previously authorized this functionality by The Bank through this Agreement, or updated request for this functionality previously authorized by The Bank. The Affiliate assumes any liability derived from such operations, and shall also cover The Bank's expenses, costs or any other disbursement originated by such transactions or by claims or controversies resulting.

3.2. Through the use of the Virtual POS.

The Bank shall provide The Affiliate with the necessary tools or platform to facilitate communication process between the Service and the "Virtual Store, The Affiliate's Site, so that through the communication line established between both parties, including payment links, the exchange of information and/or data that allow making sales requests in accordance with the guidelines required for these transactions, as well as the corresponding security measures, may be carried out. The Affiliate obliges, at its own cost and expense, to make all the necessary adjustments for the integration to the Virtual POS service provided by The Bank in case its system is not compatible with the programming language of the platform provided by The Bank for the communication of the service.

In every Card Transaction authorized by the Card Processor, the Affiliate shall generate a voucher through the Virtual POS, whose incorporated rights shall correspond to the Issuer of the respective Cards. The voucher formats will be provided by The Bank to The Affiliate, or use voucher formats that he/she may acquire at his/her own risk and cost, provided that such formats are previously authorized by The Bank.

The Affiliate must make sure that in case of using the Secure Commerce standard (3D Secure or other similar approved by Trademarks or the corresponding authority), it must comply with the requirements requested by Trademarks in order to ensure authentication and secure online purchases.

The Affiliate must also ensure the following:

- a) That the electronic receipts referred to are legibly expressed with the mentioned data, as well as that said documents do not present alterations or modifications; and
- b) In the case of Virtual POS, the authorization or rejection of the transaction must be obtained from the Card Processor by means of such devices.

3.3. Through the use of Recurring Charges and Domiciliation

Transactions using Credit Cards or Debit Cards may be processed without the need to show such cards and without the subscription of vouchers by The Affiliates, provided that there is a written authorization from the cardholder.

The Affiliate shall process these transactions through the Automatic Charge Software provided by The Bank, which shall be installed in a computer equipment owned and/or used by the Affiliate, which equipment shall comply with the requirements demanded by The Bank for the installation of such software. The Affiliate shall request the authorization or rejection of the Card Processor for all Card Transactions.

All recurring charge and direct debit transactions must be authorized by the Card Processor. The Affiliate must have a format in terms of the applicable regulations issued by Banco de México, previously signed by The Affiliate authorizing the Affiliate to make the respective recurring charges or direct debit to his/her card(s).

3.4. Refunds and Cancellations of Physical POS, Virtual POS and Recurring Charges.

As a result of Card Transactions, the cardholder returns merchandise or requests the cancellation of the transaction for services paid and not rendered and/or rendered inadequately or not agreed upon, The Affiliate shall issue a merchandise return or service cancellation note, for the actual amount without applying any commission charge. The return or cancellation be processed through the means by which the transaction was made. The Affiliate is obliged to inform the cardholder of the restrictions or return policies of the products or services purchased and/or contracted.

Refunds or cancellations may only be made up to the amount charged to the Card and in the case of transactions made with a physical POS, the physical Card must always be present. The Affiliate authorizes The Bank to debit the Concentrator Account for the amount corresponding to such refunds or cancellations and to deposit these amounts in the account associated with the Card to which the charge was made.

In the case of e-commerce purchases, The Affiliate must provide the cardholder with a legible copy of the return and/or letter of acceptance of the return by cardholder, in which a copy of the e-mail or digital receipt provided by The Affiliate to the cardholder must be attached; such digital receipt must contain at least the following information:

- a) Card number with which the purchase was made;
- b) Return date;
- c) Amount;
- d) Affiliation corresponding to the same Acquiring Bank that made the sale; and
- e) Description of the refund.

Failure to issue a proper return or process the corresponding refund shall result in the Affiliate paying The Bank a contractual penalty equal to the amount of the respective return or cancellation.

4. Extended services.

The Bank may introduce additional services not covered in this Agreement by notifying The Affiliate as established in Clause "28.- Notices, Notifications and Means of Communication".

5. Commissions.

The Affiliate shall pay The Bank, for the services hereunder, the items specified in the document identified as "Annex of Commissions, Fees and Rates", which signed by both parties, shall form an integral part of this Agreement. The Affiliate authorizes The Bank to debit these commissions and other items mentioned in the preceding paragraph to the "Concentrator Account" or to any other account held by the The Affiliate at The Bank.

6. Deposits.

The Bank shall deposit in the Concentrator Account the amount corresponding to the authorized Card Transactions, in accordance with the terms of this Agreement, and as specified in the Merchant Affiliation Application for each of contracted services.

The Affiliate shall have a period of up to 25 (twenty-five) calendar days to file any clarification and/or claim regarding the deposits resulting from the Card Transactions. After this period, the deposits will be deemed accepted. This period shall begin from the date each deposit is made from each Card Transaction, which shall be made on the following Banking Business Day at 6:00 p.m. at the latest.

The parties agree that The Bank reserves the right, without liability, to deposit the amount of Fraudulent Transactions.

7. Equipment, software and change of business line.

In the case of Physical POS, Virtual POS and Recurring Charges, The Bank shall provide The Affiliate with such equipment and/or software to be used exclusively at The Affiliate's establishment(s) and for the purposes of this Agreement

The aforementioned equipment and software shall be detailed in the receipt or receipts collected by The Bank at the time of their delivery and installation, which receipts, duly signed by The Affiliate, its dependents and/or employees, shall be added to this Agreement as part of the same and shall bind the Affiliate, without the right to any retribution, to the custody and conservation of the aforementioned equipment and/or systems, which shall be returned by the Affiliate to The Bank, on the next bank working day when the latter requests it.

The Affiliate shall bear all costs related to the use and maintenance of the aforementioned equipment and systems.

The Affiliate agrees to

- a) To have the infrastructure, computer equipment and systems compatible with the service, in order to establish the line for the exchange of information with The Bank;
- b) To provide the respective preventive and corrective maintenance to the infrastructure, computer equipment and systems compatible with the service for its adequate operation, being the expenses incurred to be paid by the Affiliate, likewise, the supplies, expenses and costs necessary for the operation of the equipment and/or systems mentioned shall be paid by The Affiliate;
- c) To contract and cover the costs of communication links (telephone, satellite, microwave, optical, etc.) and transmission required for the operation of the service;
- d) Pay The Bank the cost of replacement or repair of the equipment and software, as set forth in this clause, even if the loss or damage is due to an act of God or theft. The aforementioned amount payable shall be the amount determined by The Bank, or the supplier authorized by The Bank, and The Affiliate agrees to be subject to the report made by such company or supplier, with the understanding The Affiliate shall pay The Bank the costs of such report; and

- e) To supply, at its own cost, the electrical energy necessary for the operation of the aforementioned equipment and systems.

The Affiliate agrees to immediately notify the competent authorities in case of theft and/or damage caused to the equipment and/or systems, as well as to report and communicate it immediately via telephone to The Bank, as well as in writing after such event, within 3 (three) calendar days after the occurrence of the event.

8. Request for change of Physical POS, Virtual POS and/or Recurring Charges.

In the event of requiring a change of equipment, change of address of the equipment and/or software, or a modification of the aforementioned software, the Affiliate shall request the necessary authorizations from The Bank to make any modification(s) by means of the form provided by The Bank. Such requests shall be subject authorization or rejection by The Bank.

9. Provisions and operating rules.

In the operation of the services covered by this Agreement to receive payments in its establishment(s), The Affiliate, along with its employees and third parties involved shall also be subject to the following provisions:

- a) The Card Acceptance and Fraud Prevention Manual (available on The Bank's website);
- b) The rules issued or those that may be generated in future by the Card Marks;
- c) Interbank operating regulations;
- d) The covenants and/or agreements entered into or to be entered into in the future by the Credit Institutions within the National Territory and those related to Card and/or service providers.

10. Commissions, Concentration Account and Fees.

The Affiliate shall pay to The Bank, for the services subject of this Agreement, the items specified in the "Annex of Commissions, Fees and Rates" which forms an integral part of this Agreement and is signed by both parties. A transaction fee shall be applied for each Card Transaction and charged the day of the transaction deposit.

Likewise, The Affiliate is also required to meet a Minimum Monthly Billing (of Card Transactions), which is specified under the concept of "Minimum Required Billing" in the "Annex of Commissions, Fees and Rates". If The Affiliate does not comply with this obligation, The Bank reserves the right to charge The Affiliate the commission or fee, if any, registered with Banco de México, for which The Affiliate agrees to pay The Bank in accordance with the Annex mentioned in this clause.

The Affiliate and The Bank agree that if The Affiliate does not use the POS for a period of 3 (three) consecutive months, The Bank may terminate this Agreement, obliging The Affiliate to pay The Bank the amount indicated in the section "POS Recovery (due to damage, theft, loss, etc.)", established in the Annex of Commissions, Fees and Rates.

All payment obligations payable by The Affiliate and in favor of The Bank, under the terms of this Agreement, must be paid immediately when they become due, otherwise the amount owed shall cause default interest for each day that elapses in arrears and until the date of full payment, at the annual rate resulting from the addition of 10 basis points (bp) to the Interbank Equilibrium Interest Rate (TIE) for Funding, published by Banco de México, or the rate that replaces it, in effect for each day which the interest in arrears is accrued. Such interest will be calculated on the basis of 360 (three hundred and sixty) and will be applied on unpaid balances for each day of default.

The Affiliate authorizes The Bank to debit the following items from the Concentrator Account or any other account he/she may have with The Bank:

- a) Any amount due under the aforementioned "Annex of Commissions, Fees and Rates";
- b) All or part amount of the security deposit that The Affiliate deposits in the Concentrator Account;
- c) Any conventional penalties stipulated in this Agreement;
- d) The amount of transactions deposited in excess due to errors made by The Bank;
- e) Any Chargebacks and deposits arising from Fraudulent Transactions or potential Fraudulent Transactions; and
- f) Any other amount payable under the terms of this Agreement and/or the Law.

The above authorization is granted without prejudice, meaning that The Bank is authorized but not obligated to due such charges, and therefore, The Affiliate is not exempted from payment until The Bank receives the total amount due in full.

11. Service availability and transaction amount limit.

The services covered by this Agreement shall be subject to the availability and operational capacity of The Bank to provide services, and therefore, The Bank shall not be liable if due to acts of God or force majeure, failure of its systems and/or equipment, failure of clearing houses or other participants of the means of payment system, or for any other reason, the services covered by this Agreement cannot be used. The Affiliate releases The Bank from any liability arising directly or indirectly from the failure to provide the services referred to above.

The Bank may restrict at any time the hours for the authorization of Transactions with the Cards.

The Affiliate shall set a maximum limit amount per Card Transaction and a daily transaction limit, acknowledging that The Bank is authorized to modify at any time the established limits and/or to reject the Transactions with the Cards that exceed such limit or not to credit them to the Concentrator Account.

12. Acquiring Bank.

During the term of this Agreement, the only Acquiring Bank under this instrument shall be The Bank, which may attend authorization, payment and payment rejection requests. The Affiliate may only deposit the resources of the Card Transactions in the Concentrator Account.

13. Fraudulent Transactions and Chargebacks.

The Affiliate shall comply with the terms of this Agreement when processing Card Transactions, and shall refrain from to carry out Fraudulent Transactions or any transactions with indications of potential fraud. The Affiliate shall have the obligation to establish the pertinent measures so that its dependents, employees or third parties involved in receiving payments in its Affiliate(s) establishment(s) refrain from carrying out the aforementioned transactions.

The Affiliate shall pay to The Bank, as a conventional penalty, the total amount of the operations derived from Fraudulent Transactions, likewise, The Affiliate shall compensate the damages and/or losses that may be caused to The Affiliates, to the Issuing banks and to the companies that generate the Card Brands for incurring in any Fraudulent Transaction, independently of any other liability that may result to the Affiliate, its dependents, employees or any third party for causing or processing such transactions.

It is The Affiliate obligation to reimburse the cardholder the amounts derived from the Chargebacks, and it shall be made once The Bank determines the origin of the Chargeback and/or the payment is demanded by the corresponding Issuer.

The Affiliate may not exceed 2% (two percent) of the Chargebacks of its monthly transactions, otherwise The Bank will apply the corresponding sanctions.

The Affiliate must provide The Bank, within 3 (three) Banking Business Days following The Bank's request, with all the necessary documents to prove that The Affiliate authorized the Card Transaction and/or received the product or service paid for; upon proof of the foregoing to The Bank's satisfaction, The Bank shall reimburse The Affiliate the amount of the Chargebacks that are not applicable, without such amounts generating interest in favor of The Affiliate. In the event that The Bank is not provided, within the aforementioned term, with the documents mentioned in this paragraph, the Chargebacks processed shall be considered valid and The Affiliate(s) shall be reimbursed the amount(s) claimed.

The Affiliate must obtain confirmation of receipt from The Bank of the documents mentioned in the preceding paragraph, regardless of the means by which they were sent, without such confirmation it will be considered that the Affiliate did not send the requested documents.

The Affiliate shall be liable, under the terms of this Agreement, for Fraudulent Transactions and/or Chargebacks for at least 180 (one hundred and eighty) calendar days following the date of termination of this Agreement.

The Affiliate expressly authorizes The Bank to retain in the Concentrator Account, at least an amount equal to 15% (fifteen) percent of the total amount of its invoicing or sales made with the Cards processed within the 6 (six) months prior to the date on which such retention is made or within the 6 (six) months prior to the termination of this Agreement, in the understanding that this authorization shall last for the entire term of this Agreement, up to 180 (one hundred and eighty) calendar days after its termination. The Affiliate agrees that he/she will not be able to dispose of the funds mentioned in this paragraph, until 180 (one hundred and eighty) days have elapsed from the date of the withholding or the date of termination of this Agreement, in the understanding the withheld funds shall not generate interest in favor of the Affiliate.

14. Causes of Fraudulent Transactions.

The following operations, acts and/or facts being enunciative and not limiting will be considered as Fraudulent Transactions:

- a) Transactions made with an expired or invalid Card;
- b) Transactions made without the signature of The Affiliate on the respective voucher, or mismatched signature, or altered receipt data is detected in the voucher data, or Card transactions that were made without the authorization or consent of The Affiliate;
- c) Transactions where the date of the transaction and/or the authorization code is not stated on the receipt or where such code is illegitimate or false;
- d) Transactions that were made and/or received without complying with the procedures, provisions and/or rules set forth in this Agreement or with the procedures separately indicated to The Affiliate, and such transactions shall not be validated by the deposit to The Affiliate;
- e) Split the amount of a sale in order to process it as two or more separate transactions;
- f) Use the Cards of The Affiliate or of its employees, partners or family members to make payments at The Affiliate's establishment(s);
- g) To carry out a Card Transaction to collect a debt from The Affiliate by pretending that the purchase and sale of goods and/or services is carried out;
- h) Generate receipts that are not derived from Card Transactions; and
- i) Any other transaction operated in an irregular manner or contrary to the procedures of VISA, MASTERCARD and/or any other Card Brand, as well as any transaction contrary to the law or which constitutes a crime.

The Bank may immediately terminate this Agreement upon identifying any such Fraudulent Transaction, as provided in Clause 19 (nineteen).

15. Equality in conditions of sale of products or services.

The Affiliate shall respect the same prices it has indicated for cash, check or any other means of payment transactions, even in the case of special promotions, in Card Transactions made at its Affiliate(s) establishment(s).

In the event of non-compliance, The Affiliate agrees to reimburse the cardholder the amount of the overcharge charged, being applicable to the corresponding charge authorization, to the effect that The Bank, on behalf of The Affiliate, may make the aforementioned reimbursement.

16. Advertising.

The Affiliate agrees to display, at no cost, at the affiliated establishment(s) or Internet sales site(s), for The Bank, nor to the companies owning Card Marks, the stickers and other advertisements of Cards operated with Card Marks and/or issued by The Bank.

The Affiliate agrees and authorizes that its brand, name, denomination and/or logo or any other distinctive feature that identifies it, be included in the directories of businesses Affiliated to the Card payment system that may be published periodically by The Bank or through third parties. The foregoing without any retribution whatsoever to the Affiliate for such concepts.

17. Processing of cards issued by American Express under the OptBlue program.

The Affiliate may accept American Express Card Transactions through the OptBlue Program, under the terms of this Agreement.

The parties agree in addition to the foregoing, for the use of this service, that:

- a) You shall process cards issued by American Express as a means of payment to your establishment using the traditional and/or mobile POS provided by Acquiring Bank under this Agreement. Acceptance of Credit Cards or Debit Cards shall be in accordance with the American Express operating guide in effect at the time of the Card Transaction, which is an integral part of this Agreement and which The Affiliate may consult at the following link: www.americanexpress.com.mx/guia-comercio;
- b) You authorize Acquiring Bank to submit transactions on your behalf and receive settlement of transactions from American Express;
- c) Cardmember acknowledges that in the event of a billing volume in excess of \$10,000,000.00 (ten million pesos 00/100 local currency) in a period of three consecutive months, it will cease to be part of the program and will establish a direct relationship with American Express by signing the card acceptance agreement in effect that time, in which , American Express will establish the price and other fees to be paid by Cardmember for Card acceptance;
- d) Comply with the specific requirements, acknowledgments and authorizations for the acceptance of American Express Cards, as detailed in this Agreement;
- e) Accept American Express Cards as a means of payment for the goods and services it offers, subject to the terms of the Agreement and the American Express Merchant Operating Guide, as they may be amended from time to time. This operating guide can be consulted on the following website: www.americanexpress.com.mx/guiacomercio;
- f) You authorize The Bank (the Acquirer) to send Transactions to American Express and receive a settlement for them;
- g) You authorize The Bank (the Acquirer) to share with American Express the data of the Transactions made with American Express Cards, as well as the commercial data of You, in order for American Express to perform analyses, create reports, communicate with You and for the fulfillment of any regulatory obligation related to the object of this Agreement; and
- h) Not assign to any third party any payment under this Agreement. Any indebtedness arising from charges shall be for sales of goods or services at your bona fide merchant locations, free and clear of any liens other than ordinary taxes imposed on sales made through American Express Cards. This prohibition against assigning payments due to Cardmember does not apply to the sale of accounts receivable to The Bank (Acquirer), American Express, Cardmembers, or any partner or Cardmember who provides cash funds advance.

Additionally, The Affiliate may be eligible for services related to OptBlue program of the American Express Cards, derived from the agreement entered into between The Bank and American Express, by means of which The Affiliate may grant American Express cardholders interest-free months to pay for the purchases of goods or services acquired.

The above paragraph shall be applicable when The Affiliate meets the selection criteria at the discretion of The Bank and American Express.

American Express is a direct and intended third party beneficiary of this Agreement and may enforce the terms and conditions of this Agreement applicable to American Express, including accepting American Express Cards and processing Transactions directly against you.

The parties agree that the Affiliate may choose not to accept American Express Cards as a means of payment for the goods and services it offers, at any time, without directly or indirectly affecting its right to accept other cards, in accordance with the provisions of this Agreement.

The Affiliate shall ensure that the quality of Transaction Data and customer information is processed promptly, accurately and completely and complies with the American Express Technical Specifications.

The Affiliate agree to establish refund policies for purchases made with American Express Cards that are as favorable as the refund policies you have in place for payments made by your customers with Cards other than American Express, and you agree to disclose the refund policy to American Express Cardholders at the time of purchase and in accordance with applicable law.

18. Interest Free Months.

The Affiliate may participate in the national coverage program known as the "Programa Meses Sin Intereses" ("Interest-Free Months Program"), offered by Promoción y Operación, S.A. de C.V. ("PROSA"), to the participating banks as issuers or acquirers, respectively. ("PROSA"), to the participating banks in their capacity as issuers or acquirers, respectively, through which the Affiliate may offer the users or holders of the Credit Cards issued by the Card Brands (Visa and MasterCard), to defer the purchase(s) of goods and services made at the merchants of the Affiliate, as long as the Affiliate complies with the selection criteria issued by Bank and/or the national issuing banks of the Credit Cards.

For purposes of the foregoing, the Affiliate must sign the "Deferred Payment System Affiliation Agreement Cover Sheet" and the "No Interest Deferred Payment System Affiliation Agreement" which contains the following attachments: (i) Annex "A" Customer Stores; (ii) Annex "B" Participating Banks; (iii) Annex "C" Customer Service Telephone Numbers; and (iv) Annex "D" Customer Documentation; which will be provided at the time when The Affiliate agrees to join the Interest-Free Months Program and which will be considered as an integral part of the Agreement.

19. Causes of Termination.

The following events shall constitute grounds for termination of this Agreement, without liability for The Bank, if the Affiliate incurs in the following events:

- a) Conducting Fraudulent Transactions;
- b) When The Bank, VISA, MASTERCARD or any other company owning the Card Marks deem it necessary, due to irregular operations at The Affiliate's establishment(s);
- c) Event that consumer cardholders are charged any amount in addition to the amount of the transaction for making the payment with the Cards;
- d) The acceptance of the Cards is denied;
- e) Event that the Affiliate does not notify The Bank, 30 (thirty) days in advance, of the closing of its operations, modification of its line of business, change of domicile, change of shareholders;
- f) Breach by the Affiliate of the provisions of this Agreement or any of its obligations ; and
- g) Failure to use the POS in a period of 3 (three) consecutive months.

For the purposes of the provisions of this clause, The Bank reserves the right to terminate this Agreement unilaterally, without the need for prior requirement, notice or proceeding.

20. Prohibitions.

The Affiliate, its dependents, employees or any third party in charge of the sales of the Affiliate are prohibited, in the operation of the Card Transactions, from incurring in the following assumptions:

- a) Accepting payments from cardholders to amortize vouchers subscribed by them;
- b) Processing deposits in the Concentration Account derived from transactions and/or vouchers from other merchants;
- c) take Card numbers to make improper use of them, by himself or by third parties;
- d) Disbursing cash in Card Transactions without having been authorized by The Bank;
- e) to lend to third parties and/or use by them the POS assigned to The Affiliate, or not to generate in such equipment the receipts derived from Card Transactions;
- f) Saving, copying, printing or storing in any medium the magnetic stripe, the information of the chips of the Cards and/or the data contained therein;
- g) Depositing vouchers outside the entity where the Affiliate's place of business is located;
- h) Carry out Card Transactions in operations that do not coincide with the Affiliate's main line of business or activity; and
- i) The Affiliate charges any commission(s) or amount to The Affiliates for the use of the POS.

The Affiliate shall compensate the damages and/or losses that may be caused to The Bank, as well as to The Affiliates, the Issuing Banks and the companies that generate Card Marks in the event that any of the aforementioned events occur, regardless of any other liability that may be incurred by the Affiliate, its dependents, employees or any third party for incurring in such transactions.

For the purposes of the provisions of this clause, The Bank reserves the right to terminate this Agreement, without liability, nor the need for any prior requirement, notice or process whatsoever.

21. Supervisions.

The Affiliate authorizes The Bank to carry out, at any time, supervisions at his establishment, in order to verify the exact observance of the provisions contained in this Agreement, as well as the compliance with security or fraud prevention programs established by the Card Brands, the authorities and/or the organizations that regulate the operation with Cards.

22. Warranties.

The Affiliate agrees to establish a security deposit in favor of The Bank, which shall be determined by the parties at the time of contracting or when so requested by The Bank, in order to guarantee compliance with all payment obligations acquired by the Affiliate under this Agreement.

The aforementioned guarantee shall remain in force and subsist for as long as there are obligations owed by the Affiliate to The Bank arising from this Agreement.

The Bank reserves the right to withhold up to 180 (one hundred and eighty) calendar days of the guarantee deposit made, in order to comply with the Affiliate's obligations under this Agreement.

23. Assignment of rights.

In no event and under no circumstances may the Affiliate assign all or part of the rights derived in its favor in whole or in part from this Agreement without the prior written authorization of The Bank. The Bank may freely assign all or part of the rights deriving in its favor from this Agreement without the need to obtain in any case and under any circumstances authorization from the Affiliate in this regard. In the event that The Bank changes its corporate name or that its corporate image, shareholder composition or legal structure is modified in any way, all references made in this Agreement to The Bank shall be deemed to refer hereinafter to the new corporate name or image to be adopted by The Bank without the need to modify this Agreement in any way, which shall be deemed to be automatically modified by the mere entry into force of the new name, corporate image or structure of The Bank.

24. Validity and termination.

This Agreement shall remain in force indefinitely. However, The Bank may terminate this Agreement without liability or any requirement whatsoever, by giving 30 (thirty) calendar days prior notice to the Affiliate. The foregoing shall be communicated to the Affiliate in accordance with clause "28. Notices, Notifications and Means of Communication" of this Agreement.

In the event of the termination is at the Affiliate's request, he/she must submit a written request at any time at The Bank's branch his/her convenience or contact The Bank's customer service center at 55-5033-3333 and/or his/her relationship executive to request the respective cancellation and follow the process indicated in accordance with the provisions of this clause and, in both cases, he/she will be provided with a cancellation folio.

The Affiliate must settle all outstanding debts and commissions at the time of requesting termination. For purposes of the foregoing, the Affiliate authorizes The Bank to charge any debts and/or commissions on the escrow deposit constituted at the time of contracting, provided that such escrow deposit has sufficient funds. If there are not sufficient resources, the Affiliate expressly and irrevocably authorizes, empowers and instructs The Bank to offset any existing indebtedness in its favor on behalf of the Affiliate; therefore, the Affiliate hereby authorizes The Bank to charge any indebtedness owed by the Affiliate for any reason whatsoever, which upon the due date has not been paid by the Affiliate and therefore is due and payable by The Bank, 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 Affiliate operates with The Bank, including, but not limited to, checking, deposit and/or , savings, time, currency and credit accounts. Any remaining amount of the escrow deposit will be returned to You to The Bank account that You have with The Bank.

Notwithstanding the foregoing, the obligation of the Affiliate to settle any debts and/or commissions shall subsist until such time as The Bank is satisfied with the debts owed by the Affiliate.

Once The Bank receives the termination request from the Affiliate, the services covered by the Agreement shall cease, and The Bank shall take the necessary measures to avoid subsequent movements. Upon receipt of the termination request and until the Affiliate complies with all of its obligations, the Agreement shall be terminated. The Bank shall deliver to the Subscriber, on the respective cut-off date, an account statement showing the movements generated up to the date of the termination request.

Likewise, when The Bank notifies the Affiliate of the termination of the Agreement, the latter, within the term of 30 (thirty) days, shall settle any debt owed by the Affiliate derived from this Agreement, failing which The Bank may do as indicated in the third paragraph of this clause, and therefore, once the aforementioned term has elapsed, the notice of termination shall be fully effective, and The Bank reserves the right to exercise any type of collection right in the future derived from the Affiliate's non-compliance.

25. Amendments.

The Bank reserves the right to amend the terms and conditions of this Agreement, including in its "Annex of Commissions, Rates and Fees". The above will be communicated to the Affiliate at least 30 (thirty) calendar days in advance, in accordance with clause "28. Notices, Notifications and Means of Communication". If The Affiliate does not agree with the modifications, he/she may terminate it in terms of the provisions of this Agreement.

The Affiliate accepts that by continuing to use the services covered by this Agreement, after the term indicated in the preceding paragraph, implies the tacit acceptance of the new terms, conditions and commissions established by The Bank.

If The Affiliate does not agree with the amendments, he/she may terminate the Agreement within the term indicated in the first paragraph of this clause.

26. Suspension of Service.

The service(s) described in this Agreement may be suspended if The Affiliate fails to pay commissions, fees, or any other amounts owed to The Bank.

In the event of cancellation of the service set forth in this Agreement due to causes attributable to The Affiliate, it will not be possible to reactivate the Agreement, so The Affiliate will have to carry out a new contracting process.

27. Statement of Account.

All charges and movements made in the Concentrator Account and/or in the Point-of-Sale Terminal as a result of the execution of this Agreement shall be reflected in the account statement of the Concentrator Account that The Bank issues to the Affiliate for such purpose.

28. Notices, Notifications and Means of Communication.

All notices and also all notifications that The Bank has to make to the Affiliate in relation to this Agreement and its Annexes shall be made known to the Affiliate, in writing, through: i) account statement; and/or ii) e-mail that The Bank has registered for the Affiliate; and/or iii) to the Affiliate's address

Furthermore, the parties agree that notwithstanding the provisions of the first paragraph of this clause, The Bank may choose to notify and/or advise The Affiliate of any matter related to the Agreement, including modifications to the terms and conditions of the Agreement or its Annexes, through its website: www.intercam.com.mx.

Any notice and notifications that the Affiliate must give to The Bank in connection with this Agreement, and for which no special procedure is established, must be made in writing at least 15 calendar days in advance at The Bank's domicile or at any branch of The Bank through its executive.

29. Confidentiality.

Confidential Information is understood to be that obtained directly or indirectly by the other party, whether verbally, in writing or transmitted by any electronic or telematic means, prior or subsequent to the signing of this Instrument and relating to the provision of the products and transactions contemplated herein and not considered within the concept of banking secrecy.

The parties shall take the necessary measures so that their employees keep confidential and do not disclose to third parties (third parties being understood as the person who did not directly contract the provision of the service object of this Agreement) all or part of the Confidential Information, which may only be disclosed to third parties upon agreement of the parties or by requirement of a competent authority.

The parties may disclose Confidential Information to their affiliates, representatives, agents and advisors who have a need to know it, only after the receiving party has instructed them to treat such information in the terms provided in this clause.

Each party agrees to implement the necessary measures so that the aforementioned persons use the Confidential Information exclusively for the purposes of this Agreement.

30. Protection of Personal Data.

In compliance with the provisions of the Federal Law for the Protection of Personal Data in Possession of Individuals, The Bank informs the Affiliate and this accepts and acknowledges that all personal data collected by The Bank 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 Affiliate on the website <http://www.intercam.com.mx>, which is part of this Agreement.

The Affiliate authorizes The Bank to provide the information it deems pertinent to the following service providers: (i) operating services; (ii) Card maquila providers, where applicable; (iii) printing of account statements; or (iv) any other service that may be necessary for The Bank to comply with its obligations under this Agreement. Likewise, the Affiliate authorizes The Bank to disclose its information and documentation to the corresponding authorities, in accordance with the applicable legislation. The Affiliate hereby accepts and acknowledges that he/she has read and accepted the contents of the Privacy Notice made available to him/her, The Bank reserves the right to modify from time to time.

The Affiliate 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 Affiliate 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 Affiliate grants his/her consent to The Bank to provide any of 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 Inversión, Intercam Grupo Financiero, as well as Intercam Banco Internacional, Inc., Sociedad Operadora de Fondos de Inversión, Intercam Grupo Financiero), as well as Intercam Banco Internacional, Inc. a subsidiary of El 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 The Bank has integrated derived from the financial services that the Affiliate has contracted with The Bank, with the purpose of facilitating the commercial relationship that the Affiliate intends to establish with the entities indicated in this clause, as well as for fiscal, marketing and advertising purposes of the products and services that we consider of interest to you provided by any of the companies mentioned in this clause, in order to elaborate customer profiles, analysis of your needs and analysis for the design of products that we consider of interest to you.

At any time, the Affiliate may request the exercise of his/her rights of access, rectification, cancellation, opposition or revocation of consent for the processing of his/her personal data, by means of the corresponding request that may be submitted at any of our branches addressed to the Responsible for Personal Data. In order to facilitate the exercise of your ARCO rights, The Bank makes available to you the telephone numbers 800-800-3334 or 55-55-33-33-33-34 at extension 4001 or the e-mail privacidad@intercam.com.mx for further information, to clarify answers to your request, to submit complaints, doubts or to make recommendations.

Likewise, the Affiliate hereby grants its express consent so that during the term of the commercial relationship, The Bank may share with other credit institutions, through Banco de México's technological platform (the Platform), its information and, if applicable, documentation on domestic fund transfers in foreign currency, as well as international fund transfers made by the Affiliate. Said authorization includes the power for The Bank to: i) periodically consult the Affiliate's information in the Platform; and ii) obtain information and, if applicable, documentation of the Affiliate, which is in the Platform, for its integration and preservation in the respective file. For this purpose, the Affiliate may revoke its consent in terms of the Privacy Notice available at www.intercam.com.mx.

Likewise, the parties agree that the Affiliate may request The Bank, in writing, by e-mail to privacidad@intercam.com.mx, the delivery of its information stored in the Platform, as well as the list of the other Credit Institutions that have consulted its information, in the understanding that in case of not recognizing as its own the information and documentation included in the Platform, it shall immediately inform The Bank by the same means.

31. Information Requirements.

The Affiliate and/or its attorneys-in-fact may request from The Bank the information that The Bank maintains, stores and records, in accordance with the terms and conditions established by applicable regulations. The Bank shall only provide information pertaining to the Affiliate's own operations and services, under this Agreement.

32. Industrial and Intellectual Property.

All industrial, intellectual and domain property rights contained in The Bank's systems are the exclusive property of The Bank, and therefore, under no circumstances may these rights be copied, altered, or modified and may only be used by the Affiliate under the terms and conditions agreed upon in this Agreement, and the Affiliate agrees to maintain the confidentiality of any industrial, professional or commercial information to which it may have access in connection therewith.

In the event that The Bank directly provides the programs and/or systems for the operation of the Cards, The Bank grants The Affiliate a revocable, non-exclusive, non-transferable license during the term of this Agreement to make use of such programs exclusively for the purpose of receiving Card transactions and/or accessing the Electronic Banking services. The Affiliate shall not: a) cause or allow to cause the disassembly, copy or decompilation of the programs; b) provide the programs to any third party; and c) reproduce, copy, sell, publish, advertise or commercialize any information obtained through the technological means or systems of The Bank, nor make it available to a third party.

33. Anticorruption.

The Affiliate agrees to comply with the Bank's Anti-Corruption Policy (the "Anti-Corruption Policy"), available at:

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

The Affiliate is strictly prohibited to request, receive, promise, offer, pay, directly or indirectly deliver money, gifts, presents and/or gratuities of any kind to any employee of The Bank in order to try to obtain any advantage or influence decisions and/or obtain benefits or any undue profit, or with the intention that The Bank 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 The Bank, or with any of the financial entities that are members of Intercam Grupo Financiero, S.A. de C.V.

34. Lists.

The parties agree that if at any time during the term of the Agreement, the Affiliate (when applicable: its shareholders, beneficial owner(s) of the resources or beneficial owner(s) is or are included in the Lists, set forth in paragraph d) of the Affiliate's declarations, the Affiliate shall inform The Bank 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.

35. Termination.

The non-compliance by the Affiliate with any of the terms of this Agreement shall entitle The Bank to its immediate termination, regardless of the damages that The Bank may claim; to that effect, it shall be sufficient that the non-compliance is verified and that The Bank notifies the Affiliate, through any of the means agreed upon in this Agreement, for the immediate termination of this Agreement to proceed.

Likewise, it shall be a cause for immediate termination of this Agreement, without liability for The Bank, the false or inaccurate statement of The Affiliate and when applicable, with respect to its shareholders, beneficial owner(s) of the funds or beneficial owner(s), of not having been included in the Lists, or having failed to comply with its obligation to inform The Bank of such situation.

In any event, the Affiliate shall be obligated to indemnify and hold harmless The Bank from any claim that may be filed against it as a consequence of its inclusion in the Lists. Likewise, the Affiliate shall be obligated to pay reasonable attorney's fees as well as any damages that may be caused to The Bank as a result of such inclusion in the Lists.

Once the termination of the Contract has been notified, if there are resources in the products and/or services covered by the Contract, The Bank shall charge any existing debt on the part of The Bank and shall 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 The Bank shall deliver them on their due date.

36. Exercise of Rights and Labor Responsibility of each Party.

The failure of the parties to exercise the rights provided for in this Agreement shall in no event have the effect of a waiver of the exercise thereof, nor shall any single or partial exercise by the parties of any right under this Agreement preclude or extinguish the right of the parties to the simultaneous or subsequent exercise of any other right, power or privilege. The parties to this Agreement are absolutely independent of each other and, therefore, nothing in this instrument shall be understood as creating a joint venture, partnership or association of any kind, the legal relationship between them being limited to the provision of the services detailed. Therefore, the own or subcontracted personnel of each party shall always and at all times remain under its closest responsibility and each party shall be responsible for the fulfillment of all the obligations imposed by the labor legislation with respect to its own personnel; therefore, neither party shall be considered in any hypothesis as a substitute employer of the own or subcontracted personnel of the other or obliged to the total or partial fulfillment of one or more of labor obligations the other party.

37. Addresses and e-mails.

The Affiliate indicates as its address the address indicated in the Merchant Affiliation Application. As long as the Affiliate does not notify in writing and in an indubitable manner the change of its address, all notices, notifications and other proceedings made at the address or e-mail address indicated shall have all the corresponding legal effects. It is the Affiliate's obligation to notify The Bank in writing of any change of address or e-mail address.

Additionally, the parties agree that the persons responsible for the receipt of notices and notifications via e-mail are the persons indicated for such purpose in this Agreement, and the Affiliate agrees to immediately notify any change in contact information by filling out the form made available by The Bank for such purpose, in the understanding that in case of not doing so, all notices and notifications sent to the indicated e-mail addresses shall have all the corresponding legal effects.

38. Applicable Law and Jurisdiction.

For the resolution of any controversy or conflict arising from the interpretation or performance of this Agreement, the parties shall submit to the laws and courts located in Mexico City, waiving from this moment on any other jurisdiction that may correspond to them due to their present or future domicile or for any other reason.

39. Terms and Conditions of Agreement.

With the subscription by the Affiliate in the Businesses Affiliation Application, he/she manifests in the broadest manner that in law proceeds his/her acceptance and conformity with the totality of the terms and conditions stipulated in this Agreement, which he/she states to have read and understood in all its scope.

40. Clause Titles.

The titles of the clauses are used only as a reference shall not affect the interpretation of the same. Likewise, they recognize that if any of the clauses of the present Contract were to be declared null or illegal by a competent authority, it shall not affect, nor shall it interfere with the rest of the Contract.

41. Approval to send the Contract and Annexes.

The Affiliate hereby expressly authorizes The Bank to send to him/her, via e-mail, to the address provided in the Trade Affiliation Application, his/her copy of this Agreement and the Exhibits that comprise it.

This Agreement is executed in duplicate in Mexico City, on the [**] day of [**], [**], and the Affiliate shall receive one copy of the same.

The Bank
InterCam Banco, S.A., Institución de Banca Múltiple,
InterCam Grupo Financiero

José de Jesús Pacheco Meyer
Attorney-in-fact

The Affiliate
[**]

The Affiliate
[**]

[**]
Attorney-in-fact

[**]
Attorney-in-fact

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.

Annex of Commissions, Fees and Rates

of the Businesses Affiliation Agreement dated [**] of [**] of [**] of [**] executed by Intercam Banco, S.A. Institución de Banca Múltiple, Intercam Grupo Financiero, (hereinafter "The Bank"), and [**], hereinafter "The Affiliate".

The Affiliate acknowledges and agrees to pay The Bank the amounts for commissions, rates and fees mentioned in the following tables, charged to the Concentration Account.

These items mentioned below are not exhaustive and the Affiliate is prohibited from charging any amount to The Affiliates for the use of the POS terminals.

Concept	Rate / Tariff	Applicable / Not Applicable	Periodicity
Commission rate on each Credit Card sale	[**]%	YES	Per transaction
Commission rate on each sale by Debit Card	[**]%	YES	Per transaction
Commission rate on each sale with Foreign Cards	[**]%	[**]	Per transaction
Commission rate on each sale with American Express Cards	[**]%	[**]	Per transaction
Commission rate on each Discover Card sale	[**]%	[**]	Per transaction

Commissions to be charged for non-compliance by the Affiliate:

POS recovery (due to damage, theft, loss, etc.)	\$6,500.00	Yes	Fixed
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Fees that the Affiliate must comply with, in order to avoid the collection of Commissions or Fees:

Concept	Rates	Applicable / Not Applicable	Periodicity
Minimum Turnover Requirement	\$ [**]	[**]	Monthly
Average balance in account(s) Checking Minimum required	\$ [**]	[**]	Monthly
Guarantee Amount	\$ [**]	[**]	Contract

The amounts corresponding to commissions, fees and rates indicated above are in local currency and do not include Value Added Tax (VAT); therefore, such tax will be added to amounts that The Bank is entitled to receive for commissions, fees and rates.

All applicable one-time, transactional or monthly fees will be charged to the checking account linked to the membership on the last business day of the month in question.

The charge will be specified in the commercial proposal and/or accepted by the Affiliate based on the reference discount rates which may or may not be charged according to the Affiliate's profitability and/or business strategy, therefore, The Bank reserves the right to define the applicable commissions and costs for each Affiliate, which may not be higher than registered at Banco de México.

The Bank may review and adjust the commissions, rates and fees at any time according to the profitability of each Affiliate, in terms of the Affiliation Agreement.

This Annex of Fees and Commissions is signed in Mexico City, in duplicate, on the [**] day of [**], [**] of [**], and the Affiliate shall receive one copy of the same.

The Bank
Intercam Banco, S.A., Institución de Banca Múltiple,
Intercam Grupo Financiero

José de Jesús Pacheco Meyer
Attorney-in-fact

The Affiliate
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