

Date:		Credit Number:		
CREDIT CONTRACT COVER , part of the simple credit contract entered into by IDF Capital, S.A.P.I. de C.V. S.O.F.O.M E.N.R. , "MoneyMan", with registered address in Avenida Extremadura 59, piso 4, Col. Insurgentes Mixcoac, C.P. 03920, Benito Juarez, Mexico City, Mexico; RFC ICA170120FW1, and (Client's Name) "THE CLIENT", with registered address in				
NAME OF THE PRODUCT: CREDIT TYPE:				
TAC without VAT (TOTAL ANNUAL COST)	ORDINARY ANNUAL INTEREST RATE	DEFAULT ANNUAL INTEREST RAT	AMOUNT OF THE CREDIT	TOTAL PAYABLE AMOUNT
% (For information and comparison purposes only)	%	%	\$	\$
FEES	TERM OF PAYMENT OF THE CREDIT	PAYMENT DAYS		
EXTENSION Fixed according to the term, plus VAT Clause: Tenth COLLECTION \$200.00 (Two Hundred pesos MN 00/100) plus VAT Clause: Tenth	Days	DUE DATE FOR PAYMENT: CUTOFF DATE: §		
Default Interest Calculation: The Default Interest will be calculated on daily unpaid balances during the entire period between the Payment Date applicable to a credit and the date in which the total payment of the Client's obligations under the contract is actually made				
RELEVANT FEES				
OPENING: N/A		ANNUITY: N/A		
PREPAYMENT: N/A		UNFUNDED CLAIM: N/A		
Electronic Means: "The Client", knows, acknowledges and accepts that this cover, as well as the Credit Contract is entered into by electronic means, giving it full validity in terms of articles 1803, section I of the Federal Civil Code, 89 and 89 Bis Commercial Code and NOM-151-SCFI-2002 and 10 BIS 1 Sixth Paragraph of the Transparency and Financial Services Arrangement Law, both parties agreeing that for the authentic verification of this legal act an electronic mail or the acceptance of the debtor of the general conditions of the instrument through the website where it was obtained will suffice.				
ACCOUNT STATEMENT AND MOVEMENTS INQUIRY				
Online inquiry through your profile: www.moneyman.com.mx				
Clarifications and/or Claims: MoneyMan Customer Care Specialized Unit (UNE MONEYMAN)				
Address: Avenida Extremadura 59, piso 4, Col. Insurgentes Mixcoac, C.P. 03920, Benito Juarez, Mexico City, Mexico				
Telephone: 01 (55) 5005 9742				
E-mail: une@moneyman.com.mx Website: https://www.moneyman.com.mx/				
CONDUSEF: Telephone. 01 800 999 8080 and 5340 0999. Website. https://www.gob.mx/condusef				
WARNING:				
"BREACH OF THE OBLIGATIONS HERE AGREED UPON CAN GENERATE DEFAULT FEES AND INTERESTS" "HIRING LOANS AND/OR CREDITS ABOVE YOUR PAYING CAPACITY CAN AFFECT YOUR CREDIT HISTORY"				
The Client , expressly states that MoneyMan has explained the content and scope of the general conditions of this credit in accordance with the contents of the information table described above, which he/she accepts in accordance, in Mexico City, on the aforementioned date.				

SIMPLE CREDIT ADHESION CONTRACT ENTERED INTO BY **IDF CAPITAL, LIMITED LIABILITY COMPANY PROMOTING VARIABLE CAPITAL INVESTMENTS, MULTIPLE OBJECT FINANCIAL SOCIETY, UNRULINED ENTITY**, HEREINAFTER AND FOR THE PURPOSES OF THIS CONTRACT REFERRED TO AS "**MONEYMAN**" AND AT HIS/HER OWN RIGHT (CLIENT'S NAME), HEREINAFTER AND FOR THE PURPOSES OF THIS CONTRACT REFERRED TO AS "**THE CLIENT**" AND JOINTLY WITH MONEYMAN "**THE PARTIES**" UNDER THE FOLLOWING BACKGROUND, STATEMENTS AND CLAUSES:

BACKGROUND

FIRST. THE CLIENT, submitted online, through the website <https://www.moneyman.com.mx/> an application (hereinafter, **the Application**), requesting **MONEYMAN**, a credit in national currency (hereinafter, **the Credit**).

SECOND. MONEYMAN, will review and analyze the Application, as well as the information and documents provided by the **CLIENT**, to definitely authorize such Application.

STATEMENTS

I. MONEYMAN, states that:

a) It is a trading company incorporated under the laws of the United States of Mexico, through public deed number 106,836 dated January 20, 2017, granted before Mr. Jose Angel Fernandez Uria, Public Notary number 217, Mexico City, registered in the Public Registry of Property and of Commerce under the electronic trading folio number 2017012095, whose main activity is the realization of credit operations.

b) Through public deed number 110,787 dated September 21, 2017, granted before Mr. Jose Angel Fernandez Uria, Notary Public number 217, Mexico City, it transformed its legal regime and its bylaws. Said deed was registered in the Public Registry of Property and of Commerce under the electronic trading folio number 2017012095.

c) That is registered to the Federal Taxpayer Registry (RFC) with number: **ICA170120FW1**.

d) It states its address, for the purposes related to this contract, the one located at Avenida Extremadura 59, piso 4, Col. Insurgentes Mixcoac, C.P. 03920, Benito Juarez, Mexico City, Mexico;

e) Its website is: <https://www.moneyman.com.mx/>

f) That it fully complies with the provisions of the Federal Law on Protection of Personal Data held by Individuals, and its regulations, regarding personal information provided by its clients, ensuring its confidentiality and establishing to only use the it to validate the information provided by THE CLIENT, regarding its legal and financial capacity in order to hire the products and services established in this Contract; as well as to render reports to both administrative and judicial authorities that duly justified in legal provisions, so request it.

g) That the CLIENT has access to the legal and regulatory framework that governs this Adhesion Contract, which in compliance with the provisions of Article 6 of the Single Disposition of CONDUSEF applicable to Financial Entities, can be reviewed in CONFUSEF official website (<https://www.gob.mx/condusef>).

h) That the CLIENT can find at MONEYMAN premises, the Annex that contains the legal provisions expressly referred to in this Contract, which may also be reviewed on the website <https://www.moneyman.com.mx/>.

It wishes to grant the CLIENT the requested Credit, under the provisions of this Contract.

II. The CLIENT states that:

a) He/she is an individual, of legal age and with sufficient capacity to celebrate this Contract, as well as to assume and comply with the obligations established therein.

b) That his/her Federal Taxpayer Registry (RFC) number is: _____ and his/her Unique Population Registry Code is: _____

c) For the effects related to the Contract, he/she states as his/her address the one indicated in the Application, mentioned in the First Background of the present instrument.

d) Prior to the date of execution of the Contract, MONEYMAN, has informed the contents of this document and all the characteristics applicable to the Credit.

e) He/she acknowledges that there is no Real Owner behind this operation, in accordance with the provisions of the Federal Law on the Prevention and Identification of Operations from Illicit Sources, being the CLIENT, the only and exclusive beneficiary of the requested credit.

f) He/she wishes MONEYMAN to grant him/her the Credit, under the provisions of this Contract.

g) He/she states under oath that all the information and documents submitted and provided to MONEYMAN at the date of signature of this contract is valid, true and has no error, vices of consent or bad faith.

h) He/she has sufficient economic resources to comply with the obligations that, in terms of the Contract, he/she engaged with, which come from and come from lawful sources.

i) That he/she received the following information from MONEYMAN: I.-The total amount to be paid, as well as the form and conditions for its settlement; II.- Interest generated and other financial fees; III.- The accessory amounts; IV.- The detailed description of the amount and fees related to the credit under this contract; V.- The total amount to be paid, its exact expiration date, the number and amount of individual payments, interest, fees, conventional penalties and respective fees, including those fixed by anticipated payments or cancellation; VI. The right and conditions for the premature settlement of the credit and its accessories; VII. The ordinary interests caused, how to calculate them and the type of applicable rate; VIII. The possible default interest, how to calculate it and the type of applicable rate.

j) That prior to the execution of this contract, MONEYMAN informed him/her, to his/her full understanding, the content of this instrument and the other documents to be subscribed, as well as the fees or expenses to be generated in relation to it, including but not limited to **(TAC)** "Total Annual financing Cost expressed as annual percentage that, for information and comparison purposes, includes all the costs and expenses inherent to the Credits" (not including the value added tax (VAT), corresponding to the present credit).

k) That he/she does not currently perform or has performed in the last two years prior to the date of celebration of this contract, activities that categorize him/her as a politically exposed person, including but not limited to prominent public functions in the country or abroad, among others: heads of State or government, political leaders, senior government, judicial or military officials, senior executives of state companies or officials or important members of political parties.

l) That to the best of his/her knowledge and understanding none of his relatives or kinship up to the second degree, spouse, concubine and/or any person with whom he/she keeps patrimonial links performs or has performed the activities described in subsection F under the same terms.

DEFINITIONS

For this Contract, the PARTIES give to the terms below, the meaning attributed to them, unless the context in which they are used, implies a different concept and so it is indicated, disregarding its use in singular or plural.

a) Credit Contract Cover. Document part of this Contract, which the Client signs for each operation, credit or service hired, in which the characteristics applicable to the credit granted by MONEYMAN are set.

b) TAC: Total Annual financing Cost expressed as annual percentage which, for information and comparison purposes, includes all the costs and expenses inherent to credits, credits or financing granted by financial entities, in accordance with the provisions issued by Banco de Mexico for this purpose.

c) Extension Fee. The fee that the CLIENT may pay before or until the Payment Date to obtain an extension for the total settlement of the ongoing credit. This fee may be variable for each credit granted to the CLIENT.

d) Collection Expenses Fee. The fee that the CLIENT must pay in case of delay in the payment of any amounts under this Contract according to the amount indicated in the Cover of the Credit Contract.

e) Credit. It is the financial transaction matter of this contract, which consists of MONEYMAN granting the CLIENT a certain amount of money, the latter being obliged to return the amount requested in the terms and conditions stipulated in the Contract.

f) Business Day. Any day of the week, except Saturdays and Sundays, as well as those days in which, according to the applicable provisions, credit institutions are closed, their operations are suspended as well as customer care.

g) ID Documents. Identification documents that, in accordance with current legislation, are required for the granting of a credit, and which are: proof of address, and any official ID; which can be any of the following documents: Voter Card (INE); Passport; Professional Certificate or Military Service Card.

i) Extension. The right that the CLIENT acquires through the payment of an Extension Fee to defer the Due Date of Payment of the current credit, under the provisions of this Contract.

h) Availability Date. It is the day in which MONEYMAN effectively credits the amount of the credit to the CLIENT through any of the means provided in this Contract.

j) Cutoff Date. The day or days in which the CLIENT must pay to MONEYMAN the respective Partial Payment or the Total Payment including the fees, interests and other applicable accessories (as applicable) and, the day or days in which MONEYMAN marks as the end of a period of record of payments made by the CLIENT.

k) Due Date of Payment. It is the business day in which the CLIENT must pay MONEYMAN the respective Total Payment including fees, interests and other applicable accessories (as applicable).

l) Credit Amount. It is the amount of the Credit granted to the CLIENT by MONEYMAN, which is indicated initially in the Cover of the Credit Contract.

m) Electronic Means: Any electronic means of communication currently known or to be invented, including without limiting the following: (i) by telephone in the number that MONEYMAN holds for its commercial operation; and (ii) through its website.

The CLIENT, knows, acknowledges and accepts that this Contract is made by electronic means, giving it full validity in terms of articles 1803, section I of the Federal Civil Code, 89 and 89 Bis, Commercial Code and NOM-151-SCFI-2002. and 10 BIS 1 Sixth Paragraph of the Transparency and Financial Services Arrangement Law, both parties agreeing that for the authentic verification of this legal act an electronic mail or the acceptance of the debtor of the general conditions of the instrument through the website www.moneyman.com.mx where it was obtained will suffice.

n) Total Credit Amount. It is the amount corresponding to the Credit Amount plus the ordinary interest, fees, value added tax and other concepts expressly indicated in this Contract.

o) Advance Payment. It is the amount that THE CLIENT gives to MONEYMAN before a partial or total payment of the Credit is demandable, to cover the subsequent periodic payments or subsequent payments.

p) Anticipated Payment. To the partial or total payment of the Unpaid Balance of a credit, before the date in which it is due.

q) Profile: CLIENT's personal account in the website, available only with the user and password generated by the CLIENT.

r) Website. It is the MONEYMAN website <https://www.moneyman.com.mx/>

s) Application. It is the CLIENT's request to MONEYMAN, through the latter's website, in order to get the credit matter of the contract.

Pursuant to the abovementioned **BACKGROUND, STATEMENTS and DEFINITIONS**, the PARTIES grant and subject to the following:

CLAUSES

FIRST. Object. In this act MONEYMAN, grants a simple credit in favor of the CLIENT, for the amount of \$ and the CLIENT agrees to return MONEYMAN the amount of credit, plus interest, taxes, fees and expenses generated by this operation and until the total settlement of the credit, under the provisions of the Cover of the Credit Contract.

1.2 The CLIENT will pay MONEYMAN for the granted Credit and on the expiration date or dates set in this contract, in one or several payments, the amounts stipulated in the following table:

When the payment due date is on a non-business day, it must be clarified that it will be moved to the next business day, without a fee or default interest.

SECOND. Availability of the Credit. The CLIENT will receive the Credit in a single exhibition by electronic transfer to the Standardized Bank Code (CLABE) `#{BANK_ACCOUNT}` or by deposit to the CLIENT'S card number from the stated banking institution; the deposit will be subject to the existence of resources that enable MONEYMAN to make the respective delivery.

2.2 The credit will be deemed as withdrawn once the resources are deposited in the account stated in the previous clause and the proof of said operation will serve as a receipt to the broadest legal extent.

2.3. The CLIENT may cancel this Contract without any responsibility and without paying any fees in a period of five business days after the signing of this Contract, provided that the Credit has not been withdrawn. For this, the CLIENT must submit a copy of the movements in his/her account for the period that includes the date of this Contract and five business days thereafter, in order to verify that there have been no movements in the account.

2.4. Once the previous term has elapsed and if the CLIENT has withdrawn the Credit amount, he/she must comply with each and every one of the obligations set in this Contract, including the full settlement of the Credit granted and the accessories that may be generated.

THIRD. Use of the Credit. The CLIENT undertakes to use the total amount of the credit received, as stated in the credit application, for exclusively personal use and for strictly legal purposes under strict warning of the sanctions contemplated in articles 139, 148 Bis or 400 Bis of the Federal Criminal Code, relating to the prevention of money laundering and financing of terrorism.

FOURTH. Term of the Contract. This contract will have a maximum term of days, counted from the date in which the CLIENT received in his/her account the Credit amount from MONEYMAN, making the payment to the account indicated in clause **5** regarding the total amount of the Credit and its accessories or before if they incur as causes of early expiration established in clause **15** of this contract.

4.2. Notwithstanding its termination, this Contract will produce all its legal effects, until the CLIENT has fully settled all the amounts owed.

4.3. The termination of the Contract may be anticipated under the provisions of clause **11** of this contract.

4.4. At all times, the CLIENT may know the due date for payment of the credit by entering his/her Username and Password to his/her Profile on the website: <https://www.moneyman.com.mx/>.

4.5. This contract is NOT EXTENDIBLE, unless otherwise agreed with the express consent of the CLIENT and by approval of the extension request thereof.

4.6 When the termination of the contract is through another FINANCIAL ENTITY, it will settle the CLIENT's debt according to the information provided by MONEYMAN and once the debts are covered, MONEYMAN will renounce all the remaining collection rights that may remain after the cancellation.

FIFTH. Place and Way of Payment. The payment of the Credit that the CLIENT must make in favor of **MONEYMAN**, derived from this contract will be done without previous management of collections, reminders or prior notification.

The CLIENT, at his/her choice, may pay the corresponding amount, no later than the day indicated as expiration date in clause **1**, the amount indicated as Grand Total, by any of the following means:

1. BBVA BANCOMER:
 - a) Bank deposit to the account number CIE 001441108 and reference number given to the CLIENT
 - b) Electronic transfer to the Standardized Bank Code (CLABE): **012180001108249764** from: BBVA Bancomer S.A. to IDF Capital S.A.P.I. de C.V.
 - c) ATM to the account number CIE 001441108, credit number, reference number given to the CLIENT;
2. OXXO PAY.

The payment can be made at any OXXO convenience store, during its business hours, using the barcode provided by MONEYMAN through the website.
3. With bank card through the website.

MONEYMAN, reserves the right to incorporate alternative means of payment, including not limited to: deposits or transfers in alternate bank accounts and direct payment in other convenience stores. MONEYMAN will publish and make available to the CLIENT a list of said alternative payment options in its website.

The CLIENT must include the corresponding reference, contract or credit numbers as a transfer concept in any of the payments made to MONEYMAN.

When the payment due date is on a non-business day this will be moved to the next business day, without charging fees or default interest.

If the CLIENT makes a partial payment in excess, he/she authorizes that this surplus of his obligations be applied for advance payments to the main amount; in case the surplus is made in the total payment, he/she accepts that the same is returned by deposit to the account or card indicated in clause 2 of this contract, upon request to the MONEYMAN Specialized Unit and be available to the CLIENT until the corresponding refund is requested.

5.2. MONEYMAN reserves the right to use the "Debit Authorization from Bank Account" of the CLIENT, for the payment of the credit granted under the cover of this Contract. Said direct debit may be made with a fee to a visible account that the CLIENT has opened in an Institution, which has been entered by the CLIENT in the website and is indicated in clause 2 of this Contract and for which the CLIENT must authorize the Institution in writing by signing a "Letter of Direct Debit" which is part of this Contract, with the approval of MONEYMAN, where the account of the institution where the payments will be directly debited from, is set. The payment by direct debit will be credited on the date(s) that MONEYMAN agrees with the CLIENT, or on the credit payment due date.

The CLIENT cannot designate a bank account different from the one indicated in clause 2.

The CLIENT may request at any time, by any means of contact made available to him/her, the cancellation of the direct debit service, without any responsibility for MONEYMAN, since the said request will come to effect no later than 10 (ten) business days following its receipt. The Direct Debit service will be automatically cancelled **once the CLIENT has settled all the balances owed to MONEYMAN.**

5.3. If THE CLIENT falls behind in his/her payments, MONEYMAN may extend the payment term of the Credit amount in its sole discretion, without it being considered a restructuring, discount or cancellation, for which the CLIENT must pay the ordinary interest and defaults generated at the date of the extension, and cover it within the new payment period established.

SIXTH. Total Annual Cost. The total annual financing cost expressed as annual percentage that, for information and comparison purposes, incorporates all the costs and expenses inherent to the Credit (hereinafter, the "**TAC**"), amounts to the percentage indicated in the Cover of the initial Credit Contract. The CLIENT acknowledges that MONEYMAN, prior to the conclusion of the Contract, informed him/her of the TAC.

SEVENTH. Priority of Payment. MONEYMAN will apply the amounts received in payment, in accordance with the following order: i. Taxes, ii. Fees iii. Default interests, iv. Ordinary interests and v. Capital. In the event that MONEYMAN had to sue the CLIENT for non-compliance, the payments made will be applied first to the expenses and costs of the trial determined by a judicial authority and then the order stipulated in this clause will be followed.

7.2 MONEYMAN will credit the payment on the same day that the CLIENT performs it, as long as it takes place on a Business Day. In the event that the payment is made on a non-business day, it will be credited to the next Business Day, without the collection of fees or default interest.

EIGHTH. Ordinary Interests. The CLIENT agrees to pay MONEYMAN for this Credit and without prior requirement or collection, for ordinary interest for one or more periods, on unpaid balance, at a fixed interest rate indicated in the Cover of the Credit Contract. The ordinary interest will be generated from the date of deposit of the amount indicated in clause 1 and until the total settlement of the Credit and will be demanded only for expired periods, except as stipulated in the clause (advanced payment).

8.2. The calculation of ordinary interest within the first ____ calendar days will be made as follows: average daily rate multiplied by 1 (one) plus ____ resulting in the "First Rate", then the rest of the period will be calculated according to the following: average daily rate multiplied by the term of the granted credit minus the "First Rate" multiplied by the duration of the first rate divided by the duration of the second rate. Where the "duration of the first rate" will be calculated as follows: term of the credit granted minus 1 (one) minus the term of the credit granted divided by 2 (two); where the duration of the first rate is not a whole number, it should be rounded to the nearest whole number; and the "duration of the second rate" will be calculated as follows: term of the credit granted minus the duration of the first rate.

Formula:

First Rate = Daily_Average_Rate * (1 + ____)

Second Rate = (Daily_Average_Rate* term of the credit granted – First Rate* duration of the first rate) / duration of the second rate

Duration of the First Rate = term of the credit granted – 1 – (term of the credit granted / 2)

***In case the duration of the first rate is not a whole number it will be rounded to the next whole number

Duration of the Second Rate = term of the credit granted – duration of the first rate

NINETH. Default Interests. If the CLIENT does not fully cover the Total Amount of the Credit (in the case of payment in a single exhibition) or any Partial Payment, he/she must pay to MONEYMAN the default interest accrued daily as of the date on which it is paid and until its total settlement; it will be calculated by multiplying the default interest rate indicated in the Cover of the Credit Contract for the balance due and not paid, until the Total Amount of the Credit or the Partial Payment in question has been paid completely.

9.2. The calculation of default interest will be made as follows: The past due balance will be multiplied by the annual default interest rate. Subsequently, it will be divided by 360 (three hundred and sixty) to obtain the amount of daily interest. The result will be multiplied by the number of default days.

Formula:

Past due balance x annual default interest rate / 360 = Daily default interest amount

Daily default interest amount x days of default = Total default interest amount

9.3 If the CLIENT fails to pay on the agreed date, it will be considered as default or past due after the first day counted from the payment due date established in this contract, as applicable.

TENTH. Fees. The CLIENT agrees to pay MONEYMAN the following amounts for Fees:

- a. Extension Fee: The PARTIES agree that this Contract does not have an automatic extension clause; however, the CLIENT, will have the right to extend the payment period, up to a term equal to the originally agreed, exclusively in capital without incurring on default interest and up to a maximum of **05** extensions for the same credit, giving notice or request by any means allowed by this Contract to MONEYMAN within minimum 24 (twenty four) hours prior to the expiration of the granted credit; MONEYMAN reserves the right to approve or decline the extension request at any time

The Extension Fee will be calculated as follows:

Extension Fee x Days of extension = Amount for days of extension

Amount for days of extension x Balance to extend / 1000 = Extension Fee Amount

The payment of the extension fee applicable by the CLIENT constitutes his/her acceptance for the formalization of the extension of the validity of this contract.

- a. Collection Fee: The PARTIES agree that for any breach of the payment obligations by the CLIENT in the terms agreed in this Contract, the collection of a \$ 200.00 (Two Hundred Pesos 00/100 MN) plus VAT fixed Collection Fee is established, which should be covered in the next payment

In the event of judicial requisition of the amounts owed, related to the breach of this contract, the CLIENT undertakes to pay unilaterally additional to the Collection Fee, the costs and related judicial costs, as well as the attorneys' fees. The CLIENT cover all types of extrajudicial expenses and collections that MONEYMAN would have to pay due to the breach of any obligation stipulated in this Contract.

ELEVENTH. Receipts and Account Statements: The CLIENT agrees to make his account inquiries through the website, which he can do on a daily basis and free of charge.

The CLIENT will have a period of 60 (sixty) calendar days, counted from the date on which the respective account statement was made available, to formulate, in writing and signed, any request for clarification of the information contained thereof before MONEYMAN, to email address une@moneyman.com.mx, or through the address thus established in Declaration I-c) of this Contract; otherwise, it will be understood that said information is accepted as is published in the account statement.

Under the provisions of article 5, section VII, subsection c) of the General Provisions on Transparency applicable to the Multiple Purpose Financial Institutions, Non-Regulated Entities, the clarification process contained in article 23 of the Transparency and Financial Services Arrangement Law is explained; therefore, once MONEYMAN receives any clarification request by the CLIENT under the provisions in the previous paragraphs of this Clause, it will have up to 45 (forty five) calendar days to render the corresponding opinion to the CLIENT, along with the information and/or documentation considered for its issuance, as well as a detailed report in which the facts contained in the clarification request are answered. In the event that, according to said opinion, the collection of the amount in question is appropriate, the CLIENT must make the payment of the amount, including the ordinary interest. Within 45 (forty five) calendar days from the delivery of the reference report, MONEYMAN will make available, through its Specialized Unit, the file generated by the request, as well as the information and documentation in its possession and that is directly related to the request. Until the clarification request is resolved, MONEYMAN will not be able to report the amounts subject to such clarification as past due to the credit information companies.

Also, the CLIENT may check the unpaid balance of the Credit, Partial Payments made and pending Partial Payments and the next Payment Dates on the website, using the password he/she created to access the Profile on the website.

TWELFTH. Resources Origin. MONEYMAN will finance the credit granted to the CLIENT with resources from its capital. Also, it may grant the credit totally or partially with resources from private financing or from the promotion programs offered by the Mexican development banking.

12.2. The CLIENT states that the resources with which he/she will pay the credit have been obtained or generated through a legally permitted source of origin and with his/her own resources. The destination of the services or products acquired will be dedicated only to ends permitted by law and that are not within the assumptions established by articles 139 Quater and 400 Bis of the Federal Criminal Code, (these articles prohibit money laundering and financing of terrorism).

THIRTEENTH. Advanced Payments. MONEYMAN is obliged to accept advance payments of credits less than the equivalent to 900,000 UDIS, provided that: i) THE CLIENT requests it, ii) the payments are up to date under this Contract and, iii) that the amount of the advance payment is equal to or greater than that corresponding to the partial payment.

13.2 MONEYMAN undertakes to inform the CLIENT of the balance owed, within 3 business days following the payment made in advance, sending the NEW AMORTIZATION TABLE via email.

There will be no monetary penalty of any kind for making advance or anticipated payments.

The amounts will be applied according to the provisions of clause 7 above.

FOURTEENTH. Obligations to. In addition to any other obligation derived from this instrument, the CLIENT undertakes to comply with the following obligations:

i) Complying with all the amounts owed and with each one of the obligations assumed, derived from this contract and until the Credit and its accessories are fully settled.

ii) Notifying MONEYMAN of any change of address or telephone numbers, within 3 (three) business days following the date on which said change is made.

iii) Notifying MONEYMAN, within 3 (three) business days following the date on which any variation in the amount of his/her income or any event and/or act that may result as a consequence of the breach of the payment obligations by the CLIENT, derived from this instrument.

FIFTEENTH. Obligations Not to. The CLIENT cannot without prior written authorization from MONEYMAN: Transfer in any way, partially or totally, the rights and/or obligations derived from this contract.

SIXTEENTH.- Legal limitations. The CLIENT, by means of this Contract, is obliged not to enter into any other contract or contract, or to carry out any commercial transaction which requires over THIRTY (30%) percent of the total income, during the validity of the granted credit with any other financial entity, or similar dependencies, as well as with any other natural or legal person. Failure to comply with this provision shall be grounds for rescission of this Contract.

SEVENTEENTH. Early Termination. THE CLIENT may request from MONEYMAN, at any time, the early termination of the Contract. For this purpose, THE CLIENT shall pay MONEYMAN, under the terms established in the Contract: a) the main unpaid balance, as well as the value added tax, the ordinary interest equivalent to 5 (five) days, the default interest, if any, Credit Fees that have been incurred up to that moment, as well as those that would have been caused if there was no early termination; and b) any other amount that the CLIENT owes to MONEYMAN under the Contract. Said request must be notified by the CLIENT to MONEYMAN, through a signed document sent to the e-mail address clientes@moneyman.com.mx, or through the address established for that purpose in Declaration I-c) of this Contract.

MONEYMAN will terminate this Contract, the business day following the receipt of the termination request, provided there are no debts to MONEYMAN.

Otherwise, and once the termination request is submitted: (i) On the next business day after receipt of the termination request, MONEYMAN will notify the CLIENT, by email to the address indicated by the CLIENT in the Request, the unpaid balance to settle; (ii) Likewise, within 5 (five) business days following the receipt of the Request, it will make the up-to-date amount available to the Client, and (iii) once the CLIENT has knowledge of the balance, he/she must make the total payment thereof, within the following 5 (five) Business Days; if within the established term the CLIENT does not make the payment, the Contract will continue in force in its terms.

As of 10 (ten) Business Days following the date on which THE CLIENT has settled the total credit granted, as well as the generated accessories, he/she may request MONEYMAN, a certificate or letter of termination of the Credit, the non-existence of debts, or the existence of a positive balance, if any; the said balance will be available to the CLIENT from the date of termination, under the provisions of this Contract for its return.

Upon termination of the contractual relationship should there be a positive balance, MONEYMAN must return it to the CLIENT on the date when the transaction is settled and in case the CLIENT does not go to the MONEYMAN offices, he/she will be informed of its availability. The CLIENT accepts that it is returned by deposit to the account or card number indicated in clause 2 of this contract, upon request to the MONEYMAN Specialized Unit.

Once the contractual relationship is concluded, MONEYMAN will cancel the direct debit authorizations subscribed by the CLIENT.

The parties agree that THE CLIENT may not increase his/her credit line with MONEYMAN if the credit is settled before at least 75% of the term defined in this contract.

EIGHTEENTH. Causes of Contract Termination.-

The parties expressly agree that, if the CLIENT fails to comply with any of his/her obligations under this contract, and without prior judicial declaration, MONEYMAN may end the term of payment earlier. In such case, the advance payment of the total debit pending of expiration will be demanded, which will proceed in the terms indicated in clause **13** of this contract.

Specifically, the following reasons will be grounds for termination of this contract:

- a) If any of the CLIENT's statements in this instrument and the credit application is or is found to be false or incorrect.
- b) If any of the CLIENT's data or information delivered or made known to MONEYMAN in a malicious way is or results to be false or incorrect.
- c) The CLIENT's breaching of any of the obligations to do or not to do consigned under this contract.
- d) If the Credit granted was destined to any illicit act.
- e) If MONEYMAN considers that the CLIENT cannot enforce the obligations under this contract in a TOTAL AND/OR TIMELY manner as a consequence, but not limited to: any salary modification that results in an economic detriment, regarding the salary reported in the credit application; his/her participation in a judicial process; temporary or definitive cessation of his/her work source; any situation that results in a detriment to his/her estate.

18.2. Upon the update of any of the abovementioned causes of non-compliance, the CLIENT will be required to pay MONEYMAN immediately the total amount of the Credit unpaid balance, which includes the Expired Ordinary Interest, Default Interest, as well as the expenses and any other concept accrued contractually or legally; this payment must be verified without the need for presentation, requirement, protest or other notification to the CLIENT, all of which he/she expressly waives by means of this instrument. Notwithstanding the foregoing, MONEYMAN may also exercise those actions as it sees fit, in accordance with the applicable law against the CLIENT.

NINETEENTH. Communications. The CLIENT authorizes **MONEYMAN** to contact him/her through the means known on the Internet and telecommunications. The user accepts to receive in his/her email address **#{BORROWER_EMAIL}**, emails from MONEYMAN advertising, information about his/her credit or information that MONEYMAN considers important for the CLIENT.

The CLIENT understands that the main means of communication is through Internet and that messages through platforms such as Facebook, Twitter, and WhatsApp will be valid if the CLIENT and MONEYMAN agree so.

The CLIENT may contact MONEYMAN through the following means:

E-mail: clientes@moneyman.com.mx

Telephone: (55) 5005 9720 y 01-800-422 1022

Twitter: https://twitter.com/moneyman_mexico

Facebook: <https://www.facebook.com/moneymanmexico/>

Instagram: https://www.instagram.com/moneyman_mexico/

TWENTIETH. General Notices and Authorizations. The CLIENT expressly authorizes MONEYMAN to:

I. Collect all information related to his/her credit behavior in the financial transactions covered by this Contract, as well as to provide them to the credit information companies.

II. Consult his/her information in the Credit information companies prior to the granting of this credit through the electronic authorization.

III. Contact the CLIENT through SMS messages, calls or analogous communications to the telephones or addresses provided by him/her for feedback purposes, offers of products and/or services of an analogous nature, as well as direct collection or through third parties.

IV. Inform the relevant authorities of any operation or behavior that MONEYMAN deems may favor any illegal practice, including money laundering and financing of war activities and/or terrorism, as indicated in articles 115 of the Law on Credit Institutions in relation to with the 87-D of the General Law of Credit Organizations and Auxiliary Activities and 95-Bis of the latter, applicable to the multipurpose financial companies published in the Federal Official Gazette on March 17, 2011 and which were reformed on December 23, 2012; December 31, 2014 and March 9, 2017.

If the CLIENT does not want his/her information to be used for feedback, marketing or advertising purposes, he/she must notify MONEYMAN in writing, in which case, this Contract will continue to have its effects in full and without any modification.

TWENTY-FIRST. Credit Inquiry Authorization. The CLIENT states under oath that the information provided to MONEYMAN in the present application is true, free of vices, errors or bad faith, being held responsible otherwise, for the declination of the request, avoiding any responsibility from MONEYMAN for any controversy related. Also, the CLIENT states:

I. I, the CLIENT, hereby expressly authorize MONEYMAN, through its authorized officials, to carry out Investigations about my credit behavior or that of the Company that I represent in Trans Union de Mexico, S. A. SIC., Dun & Bradstreet, S.A. SIC. and/or Circulo de Credito S.A. SIC. Also, I state that I know the nature and scope of the credit information companies and the information contained in the credit reports and special credit report; I state that I know the nature and scope of the information that will be requested, of the use that MONEYMAN will make of such information and that it may perform inquiries from time to time about my history or that of the company I represent; I acknowledge that this authorization is valid for a period of three years from its issuance and in any case during the time that the legal relationship be maintained.

II. I acknowledge and accept that this document is in the custody of MONEYMAN and/or Credit Information Company consulted for the purposes of control and compliance with article 28 of the Law to Regulate Credit information companies.

TWENTY-SECOND. Modifications to the Contract. Any modification that MONEYMAN intends to make to this Contract must be notified to the CLIENT with a 30 (thirty) calendar days anticipation after its entry into force. If the CLIENT does not agree with the proposed modifications, he/she may request the termination of the Contract up to 30 (thirty) calendar days after the entry into force of said modifications, without liability or fee at his/her expense, having the obligation to cover, if applicable, the debts that have already been generated on the date on which he/she requests to terminate the Contract.

Once the aforementioned period has elapsed, without MONEYMAN having received any communication from the CLIENT, the modifications to the Contract will be deemed as accepted.

TWENTY-THIRD. Transfer of Collection Rights. The CLIENT expressly authorizes MONEYMAN to transfer, assign or negotiate in any way the property and/or collection rights of the principal and/or secondary amounts covered under this Contract and/or the Note signed by the CLIENT, both prior and after its expiration.

Irrevocably, the CLIENT authorizes MONEYMAN to transmit all the information that he/she provided him/herself, in connection with the credit covered by this Contract, to the new creditor or assignee even before the transfer of rights takes place. In case of transfer of rights by MONEYMAN, the CLIENT expressly waives the interests mentioned in the second paragraph of article 299 of the Credit Instruments and Operations General Law.

TWENTY-FOURTH. Addresses. The PARTIES agree that all notices and in general any communication that the parties must make for this contract, be them judicial or extrajudicial, will have legal effects in the following addresses:

“MONEYMAN”

Avenida Extremadura 59, piso 4, Col. Insurgentes Mixcoac, C.P. 03920, Benito Juarez, Mexico City, Mexico;

“THE CLIENT”

#{BORROWER_ADDRESS}

24.2. Also, the parties agree that should there be any change of their address, they must notify the other party within 3 (three) calendar days following the date on which it occurs, in the understanding that, otherwise any kind of notifications, judicial or extrajudicial, made in the aforementioned addresses will be considered valid.

TWENTY-FIFTH. Clarifications. If the CLIENT wishes to make inquiries, clarifications, complaints or claims related to the service or product that MONEYMAN provides through this contract, he/she may do so through:

I. MONEYMAN Customer Care Specialized Unit, through which MONEYMAN will receive inquiries, clarifications, complaints or claims. For such purposes, the CLIENT must formulate a free writing stating the reason for his/her inquiry as well as the facts that gave rise to it. The CLIENT must include the date, address to hear and receive notifications, telephone number, bank account information, as well as his/her name and signature.

II. MONEYMAN will answer all inquiries within a maximum 30 (thirty) calendar days period, from the date of receipt, by telephone advice, electronic means or, if serious, requiring his/her presence in its Customer Care Specialized Unit. In the case of amounts charged to the CLIENT, he/she will have the right not to make the payment on which the clarification is requested, as well as any other amount related to said payment, until the clarification is resolved.

III. The CLIENT may contact the Customer Care Specialized Unit made available by MONEYMAN, with address at Avenida Extremadura 59, piso 4, Col. Insurgentes Mixcoac, C.P. 03920, Benito Juarez, Mexico City, Mexico; alternatively, at the website <https://www.moneyman.com.mx/>, as well as through e-mail une@moneyman.com.mx or dialing **(55) 5005 9742**.

IV. This clause will include the clarification procedure contemplated by article 23 of the Transparency and Financial Services Arrangement Law in all that this will not contemplate.

TWENTY-SIXTH. Commercial Executive Title. This Contract together with the certification by the MONEYMAN Accountant regarding the credit status, will serve as title with prepared execution, according to article 87-F of the General Law of Credit Organizations and Auxiliary Activities, reason

why, MONEYMAN shall be entitled to claim the amount covered by this Contract through the commercial executive channel without limitation of taking any other action, be it judicial or extrajudicial.

TWENTY-SEVENTH. Confidentiality. All information and documents relating to the operations and services performed by MONEYMAN will be considered confidential for the protection of the privacy rights of its clients, which can only be granted to the CLIENT.

TWENTY-EIGHTH. Applicable Laws and Jurisdiction. For everything related to the interpretation and fulfillment of this contract, the parties are subject to the jurisdiction and competence of the Courts in Mexico City, expressly renouncing any other jurisdiction that may correspond to them by virtue of their present or future domiciles or by any other cause.

The legal provisions mentioned in this contract can be consulted in Annex A "Legal Provisions", in the CONDUSEF website, Legal Framework section and are available in the MONEYMAN premises.

TWENTY-NINTH. Integrity of the Contract. This Contract including the Annexes mentioned therein, together with the cover and the current Privacy Notice (<https://www.moneyman.com.mx/como-funciona/aviso-de-privacidad>) constitute the total agreement between the parties in relation to the granting of the credit, which prevails over and replaces any understanding, contract, covenant or agreement, either oral or written, of any other nature in relation to what is established here.

Pursuant this Clause, the parties agree that this Contract constitutes the final agreement of the parties, and agree to terminate for all effects, any type of oral or written agreements of the parties related to this Contract.

THIRTIETH. Titles of the Clauses. The parties agree that the Titles of the clauses appearing in this contract, have been put for the sole purpose of facilitating their reading, and therefore do not define or limit their content. For interpretation purposes, the contents of its statements and clauses must be exclusively addressed and, in no way, the titles of the latter.

Being aware of the content and legal scope of the obligations and rights engaged into by the contracting parties with the execution of this adhesion contract, the CLIENT undersigns, stating he/she acknowledges and fully understands the obligation acquired, accepting the amount of the credit granted, as well as the fees and expenses thereof generated, or if applicable, to be generated by reason of his/her undersigning, also understanding that no fees or expenses other than those specified will be made, for which they agree and sign in Mexico City, on

At the time of execution of this contract, a true copy of it with all its annexes, including the Cover of the Credit Contract, the Note and the Direct Debit Authorization Letter which are an integral part of it, are sent by e-mail.

The PARTIES express their consent to enter into this contract under the provisions of the Commercial Code and Article 95 Bis regarding the remote granting of credits operations, with respect to the declaration of their will.

"MONEYMAN"

"THE CLIENT"

**I AUTHORIZE THROUGH ELECTRONIC MEANS IN TERMS OF ARTICLE 18 OF THE
TRANSPARENCY AND FINANCIAL SERVICES ARRANGEMENT LAW**

Autorización de cargo a cuenta bancaria

By means of this, the undersigned authorizes **IDF Capital, S.A.P.I. de C.V. S.O.F.O.M. E.N.R., (“MoneyMan”)** to directly debit the payments of the simple credit that I have contracted with said company through the account owned by **“BANK S.A. Account,** based on the information indicated below:

- 1.- Client Number:
- 2.- Credit Number:
- 3.- Credit Term: (days)
- 4.- Banking institution that holds the account:
- 5.- Account ID:
Debit card number (16 digits):
Standardized Bank Code (“CLABE”) of the Account (18 digits): **012180001108249764**
- 6.- Maximum amount for each debit authorized: \$

If the Account subject of this authorization does not have enough funds to cover the partiality plus the ordinary interest, the undersigned authorizes MoneyMan so that at any time, it performs as many debit attempts that it deems necessary to cover the amount, including capital, ordinary interest, default interest and fees, if applicable.

This authorization will be valid for the entire term of the Credit Contract and will continue in force until all my obligations have been fully settled.

I am aware that at any time I may request the cancellation of this Direct Debit without cost.

Client's Name:

Authorization Number:

Date:

Telephone:

E-mail Address:

**I AUTHORIZE THROUGH ELECTRONIC MEANS IN TERMS OF ARTICLE 18 OF THE
TRANSPARENCY AND FINANCIAL SERVICES ARRANGEMENT LAW**

Note

CREDIT NUMBER:
VALID FOR: \$

By this note, I am unconditionally obliged to pay **IDF Capital, S.A.P.I. de C.V. S.O.F.O.M. E.N.R.**, hereinafter (**MONEYMAN**), with premises located at Avenida Extremadura 59, piso 4, Col. Insurgentes Mixcoac, C.P. 03920, Benito Juarez, Mexico City, Mexico; the amount of \$, no later than the day , or through the bank deposit or electronic transfer made to account number CIE **001441108**, CLABE number: **012180001108249764**, of the Banking institution: **BBVA Bancomer S.A.** to IDF Capital SAPI de CV or through alternative means of payment, which include, but are not limited to: deposits or transfers in alternate bank accounts and direct payment in convenience stores. MONEYMAN will publish and make available to the CLIENT a list of said alternative payment options in its website.

This note will cause financial interest from to year, at an annual rate of %.

I am obliged to pay the amount indicated in the first paragraph of this document through payments due on unpaid balances according to the following amortization table:

In the event of payment breaching of one or more of the obligations derived from this credit instrument, the unpaid value of this **NOTE** shall be paid in advance, and any unpaid balance shall be demanded in cash.

In the event of payment breaching of any of the obligations derived from this credit instrument, I will pay default interest on the sums due at the annual rate indicated in the Cover of the Credit Contract.

Likewise, I am obliged to cover at my sole account the attorneys' fees, expenses and costs incurred the litigation that **MONEYMAN** may initiate, against me, for failure to timely pay my obligations.

For everything related to the interpretation, fulfillment and execution of this note I expressly subject myself to the jurisdiction of the competent Federal Courts of Mexico City, expressly renouncing any other jurisdiction that may correspond to them by virtue of their present or future domiciles or by any other cause. Mexico City,

**I AUTHORIZE THROUGH ELECTRONIC MEANS IN TERMS OF ARTICLE 18 OF THE
TRANSPARENCY AND FINANCIAL SERVICES ARRANGEMENT LAW**

ANNEX A

LEGAL PROVISIONS

Under the provisions of Article 4, section III of the General Provisions on Transparency applicable to the Multiple Purpose Financial Institutions, Non-Regulated Entities, the legal provisions expressly referred to in this Contract are transcribed below, for the CLIENT to read.

FEDERAL CIVIL CODE

Article 1803 - The consent can be express or tacit, for this will be the following:

I. - It will be expressed when the will is expressed verbally, in writing, by electronic means, optical or by any other technology, or by unequivocal signs, and

COMMERCE CODE

Article 89 - The provisions of this Title shall govern throughout the Mexican territory in matters of commercial order, without prejudice to the provisions of international treaties of which Mexico is part.

The activities regulated by this Title will be submitted in their interpretation and application to the principles of technological neutrality, autonomy of will, international compatibility and functional equivalence of the Data Message in relation to the information documented in non-electronic media and the Electronic Signature in relationship with the signature autograph.

In the acts of commerce and in their creation, electronic means, optical or any other technology can be used. For the purposes of this Code, the following definitions should be taken into account:

Certificate: Any Data Message or other record that confirms the link between a Signer and the Electronic Signature creation data.

Electronic Signature Creation Data: The unique data, such as codes or private cryptographic keys, that the Signer generates secretly and uses to create its Electronic Signature, in order to create the link between that Electronic Signature and the Signer.

Recipient: The person designated by the Issuer to receive the Data Message, but who is not acting as an Intermediary regarding the said Message.

Digitalization: Migration of printed documents to data messages, under the provisions of the Official Mexican Standard on digitalization and conservation of data messages issued by the corresponding Secretariat (Ministry).

Issuer: Any person who, according to the Data Message, has acted in his own name or on whose behalf that message has been sent or generated before being archived, if applicable, but has not acted as an Intermediary.

Electronic Signature: Data in electronic form recorded in a Data Message, or attached or logically associated therewith by any technology, used to identify the Signer in relation to the Data Message and indicate that the Signer approves the information contained in the Data Message, and which produces the same legal effects as the autograph signature, being admissible as evidence in trial.

Advanced Electronic Signature: Electronic Signature that complies with the requirements in fractions I to IV of article 97.

In the provisions that refer to Digital Signature, it will be considered as a kind of Electronic Signature.

Signer: The person who owns the signature creation data and acts in his/her own name or the person he/she represents.

Intermediary: Regarding a given Data Message, it shall mean any person who, acting on behalf of another, sends, receives or records the said Message or provides any other service related.

Data Message: The information generated, sent, received or filed by electronic means, optical or any other technology.

Entrusting Party: The person who, Recipient or not, acts on the basis of a Certificate or an Electronic Signature.

Certification Services Supplier: The person or public institution that provides services related to electronic signatures, issues the certificates or provides related services such as the preservation of data messages, the digital time stamp and the digitalization of printed documents, under the provisions of the Official Mexican Standard on digitalization and conservation of data messages issued by the corresponding Secretariat (Ministry).

Secretariat: Ministry of Economy.

Digital Time Stamp: Record that proves that a data existed prior to the date and time of issuance of said Stamp, in under the provisions of the Official Mexican Standard on digitalization and conservation of data messages issued by the corresponding Secretariat (Ministry).

Information System: Any system used to generate, send, receive, archive or otherwise process data messages.

Certificate Holder: The person who the certificate was issued to.

Article 89 bis.- No legal effect, validity or force shall be denied to any type of information for the sole reason that it is contained in a Data Message. Therefore, such messages may be used as proof in any proceedings before a legally recognized authority, and will have the same legal effects as the printed documentation, provided that the data messages comply with the provisions of this Code and the corresponding regulatory guidelines.

GENERAL CREDIT ORGANIZATIONS AND AUXILIARY ACTIVITIES ACT

Article 56.- The inspection and supervision of credit auxiliary organizations, exchange offices and regulated multiple-purpose financial institutions is entrusted to the National Banking and Securities Commission, which shall have, insofar as it does not oppose this Act, regarding such credit auxiliary organizations, exchange offices and regulated multi-purpose

financial institutions, all the inspection and supervision powers conferred by the Law on Credit Institutions for multiple banking institutions, which will carry it out under the provisions of the corresponding Regulations and other provisions that are applicable.

In the case of non-regulated multi-purpose financial institutions, exchange offices and money transmitters, the inspection and supervision of these companies, will be carried out by said Commission, exclusively to verify compliance with the provisions to which Article 95 Bis of this Act and the general provisions deriving from it are referred to.

The credit auxiliary organizations and exchange offices shall submit to the Ministry of Finance and Public Credit and to the National Banking and Securities Commission, in the form and terms set for this purpose, the reports, documents and evidence on its organization, operations, accounting, investments or assets required by them for the purposes of regulation, supervision, control, inspection, surveillance, statistics and other functions under this Act or other legal and administrative provisions.

Article 87-F.- The contract in which the credit, financial lease or financial factoring granted by multi-purpose financial institutions is recorded, provided that such instrument is accompanied by the certification of the respective account statement referred to in the previous article, shall be a commercial title, without signature recognition or any other requirement.

In the case of financial factoring, in addition to the respective agreement, multi-purpose financial institutions must have the documents showing the credit rights transmitted by virtue of said transaction, as well as the notification to the debtor of such transmission when it is to be carried out in accordance with the applicable provisions.

The statement referred to in the first paragraph of this article shall contain the ID data of the contract or agreement that contains the credit, financial factoring or financial lease that has been granted; the initial capital or, where appropriate, the amount of the determined income; the capital or, where applicable, unpaid overdue income; the capital or, where applicable, the outstanding income to be due; the interest rates of the credit or, where applicable, the variability of the income applicable to the determinable income for each payment period; the default interest generated; the interest rate applicable to interest arrears, and the amount of accessories generated.

Article 87-J.- In financial leasing, financial factoring and credit contracts, as well as in other activities expressly provided for by the law that multi-purpose financial institutions enter into, they must expressly state that, for their constitution and operation, they do not require authorization from the Ministry of Finance and Public Credit and unregulated multi-purpose financial institutions, must, in addition to the above, expressly state that they are subject to the supervision of the National Banking and Securities Commission, under the provisions of article 56 of this Act. This mention should also be made in any type of information that, for its operations and services promotion, use non-regulated multiple object financial institutions.

Article 95 Bis.- Non-regulated multi-purpose financial institutions, exchange offices and money transmitters, under the general provisions issued by the Ministry of Finance and Public Credit, with the prior opinion of the National Banking and Securities Commission, will be obliged, in addition to complying with the other obligations applicable to them, to:

- I. Establish measures and procedures to prevent and detect acts, omissions or operations that could favor, provide assistance or cooperation of any kind for the commission of the crimes provided for in articles 139 or 148 Bis of the Federal Criminal Code or that could be located in the assumptions of Article 400 Bis of the same Code;
- II. Submit to the Ministry of Finance and Public Credit, through the National Banking and Securities Commission, reports on:
 - a. The acts, operations and services that they perform with their clients and users, related to the previous fraction, and
 - b. Any act, operation or service that could be located in the case provided for in section I of this article or that, if applicable, could contravene or violate the proper application of the provisions indicated therein, which is carried out or in which any member of the board of directors, manager, manager, official, employees, factor and proxy takes part.
- III. To record in their accounting each of the operations or acts that they celebrate with their clients or users, as well as of the operations that they celebrate with financial institutions.

The reports referred to in section II of this article, under the general provisions provided for therein, shall be prepared and presented taking into account, at least, the modalities referred to in the corresponding provisions; the characteristics of the acts, operations and services referred to in this article to be reported, taking into account their amounts, frequency and nature, the monetary and financial instruments in which they are carried out, and the commercial practices observed in the places where they are carried out; as well as the periodicity and systems through which the information will be transmitted. The reports should refer at least to operations defined by the general provisions as relevant, internal and unusual, those related to international transfers and cash transactions carried out in foreign currency.

In addition, the Ministry of Finance and Public Credit, in the aforementioned general provisions, will issue guidelines on the procedures and criteria that non-regulated multi-purpose financial institutions, exchange offices and money transmitters must observe regarding:

- a. The adequate knowledge of its clients and users, for which they must consider the background, specific conditions, economic or professional activity and the places in which they operate;
- b. The information and documentation that such non-regulated multi-purpose financial institutions, exchange offices and money transmitters must collect for the execution of the operations and services they provide and that fully demonstrate the identity of their clients;

c. The way in which the same non-regulated multi-purpose financial institutions, exchange offices and money transmitters shall safeguard and ensure the security of information and documentation relating to the identification of their clients and users or former users, and that of those acts, operations and services reported under this article;

d. The terms to provide training within multiple non-regulated financial institutions, exchange offices and money transmitters on the subject matter of this article. The provisions of a general nature referred to in this article shall indicate the terms for their due fulfillment;

e. The use of automated systems that contribute to the fulfillment of the measures and procedures set in the general provisions referred to in this article, and

f. The establishment of the internal structures that shall serve as areas of compliance in the matter, within each non-regulated multi-purpose financial institution, exchange office and money transmitter.

The non-regulated multi-purpose financial institutions, exchange offices and money transmitters, under the general provisions in the first paragraph of this article, shall keep for at least ten years the information and documentation to which they relate, referred to in subsection c) of the previous paragraph, without prejudice to the provisions in this or other applicable laws.

The Ministry of Finance and Public Credit shall be entitled to request and collect, through the National Banking and Securities Commission, information and documentation related to the acts, operations and services referred to in section II of this article. Unregulated multi-purpose financial institutions, exchange centers and money transmitters shall be obliged to provide such information and documentation.

Non-regulated multi-purpose financial institutions, exchange offices and money transmitters must immediately suspend the celebrations of acts, operations or services with clients or users that the Ministry of Finance and Public Credit reports to them through a list of blocked persons that will be confidential. The list of blocked persons shall have the purpose of preventing and detecting acts, omissions or operations that could be located in the cases provided for in the articles referred to in section I of this article.

The obligation of suspension referred to in the previous paragraph shall cease to have effect when the Ministry of Finance and Public Credit removes from the list of blocked persons the client user in question.

The Ministry of Finance and Public Credit shall establish, in the general provisions to which this article refers, the parameters for determining the introduction or removal of persons in the list of blocked persons.

Compliance with the obligations set forth in this article shall not imply any breach of the obligation of legal confidentiality, nor shall it constitute a violation of the disclosure restrictions established by contractual means.

The general provisions referred to in this article shall be observed by non-regulated multi-purpose financial institutions, exchange offices and money transmitters, as well as by members of the board of directors, managers, officers, employees, respective factors and proxies, so that both the companies and individuals mentioned will be responsible for strict compliance with the obligations under the said provisions.

The violation of the provisions referred to in this article shall be sanctioned by the National Banking and Securities Commission in accordance with the procedure set forth in Article 88 Bis of this Act, with a fine equivalent from ten to one hundred percent of the amount of the act, operation or service performed with a client or user who has been informed that he/she is in the list of blocked persons to which this article refers; with a fine of ten to one hundred percent of the unreported unusual operation or, where applicable, of the series of related operations of the same client or user, which should have been reported as unusual operations; in the case of relevant, internal transactions of concern, those related to international transfers and cash transactions made in foreign currency, not reported, as well as non-compliance with any of items a., b., c., and f. of the third paragraph of this article, will be sanctioned with a 10,000 to 100,000 days of salary fine and in the other cases of non-compliance with this precept and its provisions, from 2,000 to 30,000 days of salary.

The aforementioned sanctions may be imposed on multiple non-regulated financial institutions, exchange offices and money transmitters, as well as their respective members of the board of directors, managers, officers, employees, factors and proxies, as well as to natural and legal persons who, due to their actions, have caused or intervened for such financial entities to incur in the irregularity or are responsible for it.

The National Banking and Securities Commission shall have the power to supervise, monitor and inspect compliance with the provisions of this article, as well as the general provisions issued by the Ministry of Finance and Public Credit in terms thereof.

Likewise, the National Banking and Securities Commission may order credit institutions, brokerage firms and exchange offices with which exchange offices and money transmitters operate, to suspend or cancel the contracts they have entered into with said persons and refrain from carrying out new operations, when there is suspicion that they are violating the provisions of this article or the general provisions deriving from it.

The public servants of the Ministry of Finance and Public Credit and the National Banking and Securities Commission, exchange offices, non-regulated multi-purpose financial institutions and money transmitters, members of the board of directors, administrators, managers, employees, faculties and agents, must refrain from unveiling the reports and other documentation and information referred to in this article, to persons or authorities other than those expressly authorized in the corresponding laws to require, receive or keep such documentation and information. The violation of these obligations will be sanctioned in the terms of the corresponding laws.

GENERAL PROVISIONS REFERRED TO IN ARTICLES 115 OF THE LAW OF CREDIT INSTITUTIONS IN RELATION TO 87-D OF THE GENERAL CREDIT ORGANIZATIONS AND AUXILIARY ACTIVITIES ACT AND 95-BIS OF THIS LAST AGREEMENT APPLICABLE TO FINANCIAL COMPANIES OF MULTIPLE OBJECT.

2nd.- For the purposes of these provisions, the following shall be understood, in a singular or plural form:

XVI. Real Owner, is the natural person who, through another or any act or mechanism, obtains the benefits derived from a contract or Operation entered into with the Entity and is, in the last instance, the real owner of the resources, having rights of use, enjoyment, use, dispersion or disposal.

The term Real Owner also includes that person or group of physical persons exercising control over a moral person, as well as, as the case may be, persons who can instruct or determine, for their own economic benefit, the acts that may be carried out through trusts, mandates or commissions;

TRANSPARENCY AND FINANCIAL SERVICES ARRANGEMENT LAW**Article 10 Bis 1.- (...)**

The requests, authorizations, instructions and communications referred to in this article may be carried out in writing with an autograph signature or by means of electronic, optical or any other technology previously agreed by the parties, provided that the legal act can be reliably verified concerned.

Article 18.- The credit institutions in which the deposit of salary, pensions and other benefits of an employment nature are made will be obliged to meet the requests of the workers to periodically transfer all the deposited resources to another credit institution of their choice, without the institution charging a penalty or charge to the worker who requests this service. Likewise, the workers may agree with the credit institution that they choose as the recipient of their resources that in their name and representation perform the procedure referred to in this article.

When the transfer request is made by the recipient credit institution in the name and on behalf of the worker, the communication that the latter sends to the original credit institution will suffice.

It will be the responsibility of the institution requesting the transfer of resources in the name and on behalf of the worker, to have the proper authorization of the worker to carry out the acts provided in this article, keeping record of it.

If the worker objects to the transfer of resources made because the resources have not been deposited in an account of which he is the owner, the recipient institution will be obliged to deliver the resources in question to the original institution in order for them to pay them to the worker's account. The foregoing, regardless of the payment of the damages that may have been caused to the worker and the applicable sanctions in terms of this or other laws.

Workers may cancel the transfer request provided in this article at any time. The cancellation will take effect no later than the second business day it is received.

The requests, authorizations, instructions and communications referred to in this article may be carried out in writing with handwritten signature or through electronic, optical or any other technology.

Public entities, in the contracting of financial services for the payment of the salaries of their workers, will guarantee favorable conditions for their benefit.

For the purposes of the provisions of this article, credit institutions shall be subject to the general provisions issued by Banco de Mexico, which shall hear the prior opinion of the National Banking and Securities Commission.

Article 23.- In all the operations and services that the Financial Entities celebrate through massively executed Adhesion Agreements and up to the maximum amounts established by the National Commission for the Protection and Defense of the Users of Financial Services in general provisions, they must provide to its Clients the assistance, access and facilities necessary to meet the clarifications related to said operations and services.

To this end, without prejudice to other procedures and requirements imposed by other financial authorities authorized to do so in relation to operations within their area of competence, in any case, the following:

I. When the Client does not agree with any of the movements that appear in the respective account statement or in the electronic, optical or any other technology that has been agreed upon, he/she may submit a clarification request within ninety calendar days counted from the cut-off date or, as the case may be, from the completion of the operation or service.

The respective application may be filed with the branch in which the account is located, or in the specialized unit of the institution, by writing, by e-mail or any other means by which its reception can be reliably verified. In all cases, the institution will be obliged to acknowledge receipt of said request.

In the case of amounts payable by the Client arranged by any mechanism determined for that purpose by the National Commission for the Protection and Defense of Users of Financial Services in general provisions, the Client shall have the right not to make the payment for which clarification is requested, as well as any other amount related to said payment, until the clarification is resolved according to the procedure referred to in this article;

II. Once the request for clarification has been received, the institution will have a maximum period of forty-five days to deliver the corresponding opinion to the Client, attaching a simple copy of the document or evidence considered for the issuance of said opinion, based on the information that, in accordance with the to the applicable dispositions, it must act in its power, as well as a detailed report in which all the facts contained in the request presented by the Client are answered. In the case of claims related to operations carried out abroad, the term provided in this paragraph shall be up to one hundred and eighty calendar days.

The aforementioned expert opinion and report must be formulated in writing and signed by personnel of the institution empowered to do so. In the event that, according to the opinion issued by the institution, the collection of the respective amount is appropriate, the Client must pay the amount in his/her charge, including the ordinary interest as agreed, without the collection of default interests and other accessories generated by the suspension of payment made in terms of this provision;

III. Within the term of forty-five calendar days counted from the delivery of the opinion referred to in the preceding section, the institution shall be obliged to make available to the Client at the branch where the account is located, or, at the specialized unit of the institution, the file generated by 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 act in its power and that is directly related to the request for clarification that corresponds and without including data corresponding to operations related to third parties;

IV. In the event that the institution does not respond in a timely manner to the Client's request or fails to provide the detailed report and report, as well as the documentation or evidence referred to above, the National Commission for the Protection and Defense of Users of Financial Services, impose a fine in the terms provided in section XI of article 43 of this Law for an amount equivalent to that claimed by the Client in terms of this article, and

V. Until the request for clarification in question is not resolved in accordance with the procedure indicated in this article, the institution may not report the amounts subject to such clarification as past due to the credit information companies.

The foregoing is without prejudice to the right of Clients to go before the National Commission for the Protection and Defense of Users of Financial Services or before the corresponding jurisdictional authority in accordance with the applicable legal provisions, as well as the sanctions that must be imposed on the institution for breaching the provisions of this article. However, the procedure foreseen in this article shall be without effect from the moment the Client files his/her claim before the jurisdictional authority or submits his claim in terms of the Law of Protection and Defense to the User of Financial Services.

FEDERAL CRIMINAL CODE

Article 139 Quater.- The same penalty shall be imposed as indicated in article 139 of this Code, without prejudice to the corresponding penalties for the other resulting offenses, to which by any means whatsoever, whether directly or indirectly, it contributes or collects economic funds or resources of any nature, with knowledge that they will be used to finance or support the activities of terrorist individuals or organizations, or to be used, or intended to be used, directly or indirectly, in whole or in part, for the commission, in national territory or abroad, of any of the crimes provided in the following legal systems:

- I. Of the Federal Criminal Code, the following:
 - 1) Terrorism, under articles 139, 139 Bis and 139 Ter;
 - 2) Sabotage, under article 140;
 - 3) International Terrorism, under articles 148 Bis, 148 Ter and 148 Quater;
 - 4) Attacks to communication media, under articles 167, section IX, and 170, first, second and third paragraphs, and
 - 5) Robbery, under article 368 Quinquies.
- II. Of the Law that States Mining Reserves the Deposits of Uranium, Thorium and the other Substances from which are obtained Isotopic Hendibles that can produce Nuclear Energy, under articles 10 and 13.

Article 400 Bis. A fine of five to fifteen years in prison and a fine from one thousand to five thousand days shall be imposed on any person who, by him/herself or through an intermediary, performs any of the following conducts:

- I. Acquire, dispose of, manage, custody, possess, change, convert, deposit, withdraw, give or receive for any reason, invest, transfer, transport or transfer, within the national territory, from abroad or vice versa, resources, rights or property of any nature, when he/she is aware of the fact that they come from or represent the product of an illegal activity, or
- II. Conceal or pretend to conceal the nature, origin, location, destination, movement, property or ownership of resources, rights or property, when it is aware of the fact that they originate or represent the product of an illicit activity.

For purposes of this Chapter, it shall be understood that the proceeds of an illicit activity, resources, rights or property of any nature, when there are reasonable grounds or certainty that they come directly or indirectly, or represent the profits derived from the commission of a crime and its legitimate origin cannot be proven.

In the case of conduct contemplated in this Chapter, in which the services of institutions that make up the financial system are used, prior filing by the Ministry of Finance and Public Credit will be required to proceed with criminal proceedings.

When the Ministry of Finance and Public Credit, in exercise of its powers of inspection, finds elements that allow presumption of the commission of any of the crimes referred to in this Chapter, shall exercise the powers of verification conferred by laws and regulations denounce the facts that are likely to constitute such illicit.

CREDIT INSTITUTIONS ACT

Article 115.- In the cases foreseen in articles 111 to 114 of this Act, the procedure shall be indistinct at the request of the Ministry of Finance and Public Credit, which will require the prior opinion of the National Banking and Securities Commission or, at the request of the institution of credit, the holder of the bank accounts or who has a legal interest.

In the cases under articles 114 Bis 1, 114 Bis 2, 114 Bis 3 and 114 Bis 4 of this Act, the request of the Ministry of Finance and Public Credit shall be made at the request of the person with legal interest. Said Ministry will require the prior opinion of the National Banking and Securities Commission.

The provisions under the articles cited in this Chapter do not exclude the imposition of sanctions that, according to other laws, are applicable for the commission of another or other crimes.

The credit institutions, in terms of the general dispositions issued by the Ministry of Finance and Public Credit, listening to the prior opinion of the National Banking and Securities Commission, will be obligated, in addition to complying with the other obligations that may arise applicable, to:

I. To establish measures and procedures to prevent and detect acts, omissions or operations that may favor, render aid, assistance or cooperation of any kind for the commission of the crimes set forth in articles 139 or 148 Bis of the Federal Criminal Code or that could be located in the cases of Article 400 Bis of the same Code, and

II. Submit to the Ministry of Finance and Public Credit, through the National Banking and Securities Commission, reports on:

a. The acts, operations and services performed with their clients and users, relative to the previous fraction, and

b. Any act, operation or service carried out by the members of the board of directors, officers, officers, employees and attorneys-in-fact, who may be located in the case provided in section I of this article or who, if applicable, could contravene or violate the adequate application of the provisions indicated.

The reports referred to in section II of this article, under the provisions of a general nature set forth therein, shall be drawn up and presented taking into consideration, at least, the modalities referred to in said provisions; the characteristics that the acts, operations and services referred to in this article must meet to be reported, taking into account their amounts, frequency and nature, the monetary and financial instruments with which they are carried out, and the commercial and banking practices that are observed in the branches where they are made; as well as the periodicity and the systems through which the information will be transmitted. The reports should refer at least to operations that are defined by the general provisions as relevant, internal and unusual concerns, those related to international transfers and cash transactions made in foreign currency.

Likewise, the Ministry of Finance and Public Credit in the aforementioned general provisions will issue the guidelines on the procedure and criteria that credit institutions must observe with respect to:

a. The adequate knowledge of its clients and users, for which they must consider the antecedents, specific conditions, economic or professional activity and the places in which they operate;

b. The information and documentation that these institutions must collect for the opening of accounts or termination of contracts related to the operations and services that they provide and that fully certify the identity of their clients;

c. The way in which the same institutions must safeguard and guarantee the security of the information and documentation related to the identification of their clients and users or former users, as well as of those acts, operations and services reported in accordance with this article;

d. The terms to provide training to the interior of the institutions on the subject matter of this article. The provisions of a general nature referred to in this article shall indicate the terms for their due compliance;

e. The use of automated systems that contribute to compliance with the measures and procedures established in the general provisions referred to in this article, and

f. The establishment of those internal structures that must function as compliance areas in the matter, within each credit institution.

The credit institutions must keep, for at least ten years, the information and documentation referred to in subsection c) of the previous paragraph, without prejudice to the provisions of this or other applicable laws.

The Ministry of Finance and Public Credit shall be empowered to request and collect, through the National Banking and Securities Commission, from credit institutions, which shall be obligated to provide information and documentation related to the acts, operations and services to which they are subject under this article. The Ministry of Finance and Public Credit shall be empowered to obtain additional information from other persons for the same purpose and to provide information to the competent authorities.

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The credit institutions must immediately suspend the performance of acts, operations or services with clients or users that the Ministry of Finance and Public Credit inform them through a list of blocked persons, which will be confidential. The list of blocked persons will have the purpose of preventing and detecting acts, omissions or operations that could be located in the cases foreseen in the articles referred to in section I of this article.

The obligation of suspension referred to in the preceding paragraph shall cease to have its effects when the Ministry of Finance and Public Credit eliminates the client or user in question from the list of blocked persons.

The Ministry of Finance and Public Credit shall establish, in the general provisions referred to in this article, the parameters for the determination of the introduction or elimination of persons in the list of blocked persons.

The fulfillment of the obligations indicated in this article will not imply any transgression to what is established in article 142 of this Law.

The general provisions referred to in this article must be observed by the credit institutions, as well as by the members of the board of directors, officers, employees and respective attorneys-in-fact, therefore, both the entities and the aforementioned persons shall be responsible for strict compliance with the obligations established by said provisions.

The violation of the provisions referred to in this article will be sanctioned by the National Banking and Securities Commission in accordance with the procedure under article 107 Bis, 109 Bis 5, second and third paragraphs of this Law, with a fine equivalent to 10% to 100% of the amount of the act, operation or service performed with a client or user who has been informed that he is on the list of blocked persons referred to in this article; with a fine equivalent to 10% to 100% of the amount of the unusual operation not reported or, as the case may be, of the series of related operations of the same client or user, which should have been reported as unusual operations; in the case of relevant, internally worrying operations, those related to international transfers and cash transactions made in foreign currency, not reported, as well as breaches of any of the a., b., c., e. of the fifth paragraph of this article, will be sanctioned with a fine of 30,000 to 100,000 days of salary and in the other cases of non-compliance with this precept and the provisions that result in a fine of 5,000 to 50,000 days of salary.

The public servants of the Ministry of Finance and Public Credit and the National Banking and Securities Commission, the credit institutions, the members of the board of directors, executives, officials, employees and attorneys-in-fact shall refrain from notifying the reports and other documentation and information referred to in this article, to persons or authorities other than those expressly authorized in the relative ordinances to request, receive or keep such documentation and information. The violation of these obligations will be sanctioned in the terms of the corresponding laws.

GENERAL PROVISIONS IN TRANSPARENCY APPLICABLE TO MULTIPLE-PURPOSE FINANCIAL INSTITUTIONS, NON REGULATED ENTITIES

Article 4.- The Adhesion Agreements must meet the following requirements in a way:

III. When references to other documents are incorporated, it will include an explanation of the referenced text. In case of references to legal precepts, the Financial Entities must include in the RECA an annex with the transcription of the legal provisions and indicate in the same contract the place where they can be consulted, the foregoing regardless of whether such annex should be disposition of the User in the branches of the Financial Entity.

Article 5. The Adhesion Agreements must contain:

VII. User services:

c. The description of the process and the means for the presentation of clarifications and claims, including the one established in article 23 of the Transparency Act, when applicable;

GENERAL CREDIT TITLES AND OPERATIONS ACT

Article 299.- (...)

Once the credit has been negotiated or assigned by the creditor, the creditor will pay the borrower, from the date of such acts, the interest corresponding to the amount of the provision that said credit proceeds, according to the type stipulated in the opening of the credit; but the credit granted will not be considered renewed for that amount, except when the parties have agreed to it.

LAW THAT REGULATES CREDIT INFORMATION COMPANIES

Article 28.- Las Companies will only be able to provide information to a User, when he/she has the express authorization of the Client, by means of his/her signature, in which he or she is fully aware of the nature and scope of the information that the Company will provide to the User, of the use that said User will make of such information and of the fact that he/she may make periodic inquiries of his/her credit history, during the time that he/she maintains a legal relationship with the Client. The signature referred to in this paragraph may be collected in an autographed manner or by electronic means, in the latter case, provided that it complies with the terms and conditions established by Banco de Mexico.

The Companies may provide information to Users who acquire or manage the credit portfolio, using the authorization that the Client has given under this article to the User who originally granted the credit.

Likewise, Banco de Mexico may authorize the Companies the terms and conditions under which they may agree with the Users the substitution of the signature of the Client, with any of the forms of manifestation of the will indicated in Article 1803 of the Civil Code Federal.

The express authorization referred to in this article will be necessary in the case of:

I. Individuals, and

II. Legal persons with total credits of less than four hundred thousand UDIs, according to the value of said unit published by Banco de Mexico on the date on which the request for information is filed. Users who make inquiries related to legal persons with total credits exceeding four hundred thousand UDIS, will not require the express authorization referred to in this article.

The obligation to obtain the authorizations referred to in this article shall not apply to the information requested by Banco de Mexico, the Commission, the judicial authorities by virtue of a ruling issued in court in which the Client is a party or defendant and by the authorities federal treasuries, when they request it through the Commission, for fiscal purposes, to combat money laundering or actions tending to prevent and punish the financing of terrorism.

The validity of the authorization provided for in the first paragraph of this article shall be one year from its granting, or up to two additional years to that year if the Client so expressly authorizes. In any case, the validity will remain as long as there is a legal relationship between the User and the Client.

The Special Credit Reports that are delivered to the Clients in terms of this law shall contain the identity of the Users who have consulted their information in the previous twenty-four months.

When the text containing the Client's authorization is part of the documentation that must be signed by it to manage a service before a User, such text must be included in a special section within the aforementioned documentation and the signature of the Client relating to the text of the your authorization must be a signature additional to that normally required by the User for the processing of the requested service.

It will be understood that the provisions relating to the Financial Secrecy are violated both by the Company and by its employees or officials who participate in any consultation, knowing that the authorization referred to in this article has not been obtained, under the terms of articles 29 and 30.

Users, as well as their employees or officials involved, will be considered to have violated the provisions related to the Financial Secrecy, when they consult or disclose information in contravention of the provisions of the articles mentioned in the previous paragraph.

The Companies, their employees and officers shall be prohibited from providing information related to the personal data of the Clients for the commercialization of products or services that the Users or any third party intend to offer, except for the realization of inquiries regarding the credit history. Whoever provides information in violation of the provisions of this paragraph, will incur the crime of disclosure of secrecy referred to in Article 210 of the Federal Criminal Code.