

**OPENING CONTRACT FOR SIMPLE CREDIT WITH PLEDGE GUARANTEE WITHOUT TRANSFER OF POSSESSION, ENTERED INTO BY AND BETWEEN ON ONE SIDE SWELL FINANZAS EN MOVIMIENTO, SOCIEDAD ANONIMA PROMOTORA DE INVERSIÓN DE CAPITAL VARIABLE, SOCIEDAD FINANCIERA DE OBJETO MULTIPLE, ENTIDAD NO REGULADA, REPRESENTED IN THIS ACT BY ITS REPRESENTATIVES, THE LICENSED \*\*\*\*\* , HEREINAFTER REFERRED TO AS "THE CREDITOR"; ON THE OTHER SIDE, THE INDIVIDUAL OR LEGAL ENTITY WHOSE IDENTIFICATION DATA IS CONTAINED IN "ANNEX 1," HEREINAFTER REFERRED TO AS "THE CREDITED" AND/OR THE PLEDGED GUARANTOR AND/OR "THE DEPOSITARY"; AND FINALLY, THE INDIVIDUAL OR LEGAL ENTITY WHOSE IDENTIFICATION DATA IS CONTAINED IN "ANNEX 1," HEREINAFTER REFERRED TO AS "THE/SOLIDARY(OBLIGATED)" ALL OF THEM HAVING LEGAL CAPACITY TO CONTRACT AND WHO ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### **T H E P A R T I E S**

**THE CREDITOR: SWELL FINANZAS EN MOVIMIENTO, SOCIEDAD ANÓNIMA PROMOTORA DE INVERSIÓN DE CAPITAL VARIABLE, MULTI-PURPOSE UNREGULATED FINANCIAL ENTITY, THROUGH ITS LEGAL REPRESENTATIVES AND/OR ATTORNEYS-IN-FACT.**

**THE DEBTOR AND/OR THE PLEDGE GUARANTOR AND/OR THE DEPOSITARY (this figure will be inserted according to who is the holder of the guarantee): WHOSE NAME AND/OR CORPORATE NAME IS MENTIONED IN "ANNEX 1", IN GENERAL TERMS OF THE DEBTOR, AND IF A LEGAL ENTITY APPEARS, THROUGH ITS LEGAL REPRESENTATIVE(S) AND/OR ATTORNEY(S)-IN-FACT, AS MENTIONED IN "ANNEX 1".**

**AND FINALLY, THE SOLIDARY OBLIGOR(S): WHOSE NAMES AND GENERAL DATA WERE MENTIONED IN "ANNEX 1" ACCOMPANYING THIS CONTRACT. ALL OF THEM LEGALLY CAPABLE OF CONTRACTING AND SUBJECT TO**

**THE TERMS OF THE FOLLOWING DEFINITIONS, DECLARATIONS, AND CLAUSES:**

#### **D E C L A R A C I O N E S**

**I. The CREDITOR, through its legal representative, declares that:**

a) It is a company duly incorporated in accordance with Mexican laws, as evidenced by Public Deed number 4,202, drawn up before Notary Public Jorge Ruiz Rodríguez, Notary Public number 61 of Guadalajara, Jalisco, and registered in the Public Registry of Property and Commerce of Guadalajara, Jalisco, under electronic commercial folio 59095\*1.

b) Its address is located at Av Mexico number 3040 interior 404 floor 4 U3, Residencial Juan Manuel neighborhood, postal code 44680, Guadalajara, Jalisco, and its website address is www.swell.mx.

c) Its Federal Taxpayer Registry number is ASC101203DH2, letters A, S, C, one hundred one thousand two hundred three, letters D, H, two.

d) The powers of its representative in this act are contained in Public Deed number \*\*\*\* dated \*\* of \*\*\* of the year \*\*\*\*, granted before the Notary Public number \*\*\* of \*\*\*\*; \*\*\*, whose testimony is duly registered under Electronic Commercial Folio 590951, in the Public Registry of Commerce of Guadalajara, Jalisco, and are currently in force.

e) Its corporate name was modified by Public Deed number 8,496 dated September 21, 2015, before Notary Public Salvador Cosío Gaona, Public Notary Holder number 8 of Zapopan, Jalisco, registered under Electronic Commercial Folio number 59095\*1, in the Public Registry of Commerce of Guadalajara, Jalisco.

f) On July 10, 2015, he entered into a credit opening contract in a current account with Banco del Bajío, S.A., a Multiple Banking Institution, which was ratified before the faith of Public Broker number 25, in legal exercise in the Plaza del Estado de Jalisco, whose purpose is to grant refinance credits to producers of Strata PD1, PD2, and PD3, under the program of operations with parafinancial agents in accordance with FIRA regulations.

g) Considering the statements of THE ACCREDITED contained in this contract, it is willing to grant a SIMPLE CREDIT under the conditions described in this contract.

## **II. THE ACCREDITED AND/OR PLEDGE GUARANTOR AND/OR THE DEPOSITARY DECLARE:**

IF BEING A LEGAL ENTITY... through its legal representative and under oath of truth:

IF BEING A NATURAL PERSON... and under oath of truth:

a) That their data contained in ANNEX 1 is truthful and valid as of the date of this contract and has been verified with respect to the documentation provided to THE CREDITOR.

b) That they are interested in THE CREDITOR granting them a SIMPLE CREDIT WITH PLEDGE GUARANTEE WITHOUT TRANSFER OF POSSESSION, for the financing amount mentioned in THE COVER, specifically in this as CREDIT AMOUNT, in accordance with the guidelines mentioned below.

c) That the destination of the CREDIT will be exclusively for \*\*\*\*\*, therefore authorizes and fully agrees that the granted CREDIT be deposited directly into the Bank Account(s) designated for this purpose by THE ACCREDITED.

d) That THE CREDITOR informed them of the Total Annual Cost (CAT) of the credit contracted under this instrument, and that such information is shown for statistical and comparison purposes in the COVER of this contract.

e) That the documentation and information provided to THE CREDITOR for the analysis and study of the credit grant is true and accurately reflects the current situation of THE COLLATERAL.

f) That the documents and information provided for the analysis and study of the credit grant are true and reflect that the resources with which the amount of the granted credit will be paid are from lawful sources, therefore absolving THE CREDITOR of any responsibility regarding the origin of the payment. At the same time, that as of the date, there is no action or proceeding, nor threat thereof, against them or that may affect their assets.

g) That they have the legal capacity to assume and comply with the obligations stipulated in this contract.

h) That, if being a Legal Entity, the powers with which their legal representative and/or attorney appear for the celebration of this act are described in ANNEX 1, and they state under oath of truth that they have not been modified or revoked.

i) There is no pending action, to the extent of THE ACCREDITED's knowledge, nor is there any threat to present against them, before a court, governmental authority, or arbitrator, any action or proceeding that may affect or could substantially and adversely affect the legality, validity, or enforceability of this contract.

j) The asset relationship of THE ACCREDITED that they have provided to THE CREDITOR before this date and based on which THE CREDITOR has agreed to enter into this contract, is presented truthfully and under oath to conduct themselves truthfully.

k) That they indicate as their address for notifications and legal effects of this contract, the one mentioned in the ANNEX.

l) Prior to the signing of this contract, mention was made of the documents that would be signed, which, enumerative but not limited to, are: (i) COVER SHEET, (ii) CONTRACT: this document, (iii) ANNEX 1 AND 2, (iv) PROMISSORY NOTE, (v) AMORTIZATION SCHEDULE.

m) That they have the capacity to assume and fulfill the agreed obligations and claim to be the legitimate owner and possessor of the movable property described in ANNEX 2, which will be referred to in this contract as THE COLLATERAL as applicable.

n) That the COLLATERAL described is free of liens, ownership limitations, liens, or encumbrances, and is not leased, rented, or otherwise encumbered, except for the lien held by the LENDER.

ñ) That they undertake to fulfill the obligations agreed upon in this contract and, especially, those obligations as a DEPOSITARY.

## **III. Declare THE SOLIDARY OBLIGOR(S):**

IF A LEGAL ENTITY... through its legal representative and under oath:

IF A NATURAL PERSON... in their own right and under oath:

a) That the data recorded in ANNEX 1 is truthful and current as of the date of this contract and has been verified with respect to the documentation provided to the LENDER.

b) That by virtue of the financial, administrative, legal, social, and/or parental relationship they have with the BORROWER, it is also in their interest that the LENDER grant a SIMPLE CREDIT to the BORROWER, for the amount to be financed mentioned in the COVER SHEET, specifically therein as the CREDIT AMOUNT, in accordance with the guidelines mentioned later.

c) That they are aware that the purpose of the CREDIT will be exclusively for \*\*\*\*\*, therefore, they authorize and fully agree that the granted CREDIT be deposited directly into the bank account(s) authorized by the BORROWER for this purpose.

d) That the LENDER informed them of the Total Annual Cost (TAC) of the contracted credit under this instrument, and that said information is shown for statistical and comparison purposes, in the COVER SHEET, which is part of this contract.

e) That it is their interest to appear in this act in order to jointly and severally bind themselves with the BORROWER to the "LENDER," in compliance with all obligations stipulated herein.

f) That the documentation and information provided to the LENDER for the analysis and study of credit granting are true and accurately reflect the current situation of THE COLLATERAL.

g) That the documentation and information provided for the analysis and study of credit granting are true and reflect that the resources with which the borrowed credit amount will be paid are from lawful origin, thus releasing the LENDER from any responsibility regarding the origin of the payment. Furthermore, that as of the date, there is no action or proceeding, nor any threat thereof, against them or that may affect their assets.

h) That prior to the signing of this contract, mention was made of the documents that would be signed, which, enumerative but not limited to, are: (i) COVER SHEET, (ii) CONTRACT: this document, (iii) ANNEX 1 AND 2, (iv)

PROMISSORY NOTE, (v) AMORTIZATION SCHEDULE.

i) That in the case of being a Legal Entity, the powers with which their legal representative and/or attorney appear for the execution of this act are described in ANNEX 1. They affirm under oath that they have not been modified, changed, or revoked.

j) That they designate as the address for notifications and legal effects of this contract, those already mentioned in their respective statements.

k) They have a legal interest in the conclusion of this contract since they will benefit from the credit product.

The parties indicate that the purpose of this contract is to establish the general conditions to be observed for the granting of the Credit made available by the LENDER to the BORROWER, in accordance with the following:

## CLAUSES

**FIRST.** - GLOSSARY. The following definitions, without the need to be enclosed in quotation marks, will be used in this contract and will have the following meanings, which will be equally applicable in singular and plural:

"Cover Sheet" means the cover sheet signed by the parties where a summary of the terms and conditions applicable to this contract is established.

"Annex 1" means the general data of the different parties, which, inserted in said document, is an integral part of this contract.

"Credit" means the amount stipulated in clause two, made available to the BORROWER by opening a simple credit, and which is opened in accordance with the First Section dealing with Credit Opening and the Second Section dealing with Simple Credit, of Title IV of the Credits, and specifically articles 291 to 310 of the General Law of Negotiable Instruments and Credit Operations.

"Total Annual Cost and/or TAC" means the Total Annual Cost of financing expressed in annual percentage terms that, for informational and comparison purposes, incorporates all costs and expenses inherent to Credits, which Credit Institutions, in accordance with the provisions of Circular-Telefax 21/2009 issued by the Bank of Mexico and modified through diverse Circular-Telefax of September 03,

2009, as of September 4, 2009, must calculate and include in the information, advertising, and/or propaganda offered to the interested public regarding the different credit or financing products, as well as in the respective contracts they enter into, as is the case with the one indicated in this Contract.

"Value Added Tax and/or VAT" means the Value Added Tax that, in accordance with article 15, fraction X, subparagraph b of the Value Added Tax Law, individuals who do not engage in business activities are obliged to pay.

"Business Day" means any day of the week, excluding Saturdays and Sundays and holidays, in terms of the calendar published annually by the National Banking and Securities Commission in the Official Gazette of the Federation.

"Promissory Note" means the documentary evidence to document the disposition of credit, which the BORROWER must sign in the terms established in article 170 of the General Law of Negotiable Instruments and Credit Operations.

"Secured Obligations" means all payment obligations, to do or not to do, and others related to compliance with this contract.

"Funding Source" means any natural or legal person, national or international, legally authorized to grant credit, financing, or discount line to the LENDER to fund the amount displayed in this Contract.

"Trusts Established in Relation to Agriculture and/or FIRA" means the Trusts Established in Relation to Agriculture that the Bank of Mexico entered as Trustee for the creation of a fund for credit support whose purpose is to finance any lawful economic activity carried out in rural areas that promotes job creation and economic reactivation.

"Not Applicable and/or N/A" means that the information to which the provision refers does not exist or is not required in the Credit.

"The Collateral" means the movable property described in section a) of the statements of the PLEDGOR, which guarantees the credit and is attached to this contract as Annex A.

"Single Registry of Movable Guarantees or RUG" means the section of the Public Registry of Commerce where movable guarantees are recorded in accordance with

commercial legal provisions, their modification, transmission, or the fact that the CREDITED anticipates capital payments does not exempt them from the obligation to make the monthly payments they are obligated to cover.

Each time the CREDITED makes an advance payment, the CREDITOR will be given a receipt for such payment.

National Commission for the Protection and Defense of Financial Services Users, or CONDUSEF, shall mean the governmental commission of the Mexican State that functions as the defender of users of any type of financial services in Mexico, and given that its main mission is to promote and disseminate financial education and transparency.

Regardless of the foregoing precepts, any meaning of accounting precepts shall be subject to what is defined in the Financial Information Standards, known as NIF, which are issued by the Mexican Council of Financial Information, A.C.; and/or, as the case may be, to what is defined in Bulletins of Generally Accepted Accounting Principles, known as GAAP, which are issued by the Accounting Principles Commission of the Mexican Institute of Public Accountants, A.C.

**SECOND. - OPENING OF SIMPLE CREDIT.** - By virtue of this Contract, THE CREDITOR establishes in favor of THE BORROWER, a SIMPLE CREDIT for the amount mentioned in THE COVER, specifically in this as the AMOUNT OR LINE OF CREDIT. Within the granted credit, interest, expenses, commissions, fees, and any other expenditure, which according to the stipulations of this Contract must be covered by THE BORROWER, are not included.

The credit is granted in accordance with the provisions of Articles 291 to 301 of the General Law of Negotiable Instruments and Credit Transactions.

In terms of Article 87, section F of the General Law of Credit Organizations and Auxiliary Activities, this contract accompanied by the certification of the account statement by the accountant of THE CREDITOR is a mercantile executive title, and does not require recognition of signature or any other requirement.

**THIRD. - CREDIT TERM.** The term of the present contract shall be as stipulated in THE COVER, as indicated



in this contract. However, upon its termination, this contract shall produce all its legal effects between the parties, from the date of subscription of the instruments of disposition until THE BORROWER has fully settled the amounts due and also the obligations guaranteed in this contract.

**FOURTH. - DESTINATION OF THE CREDIT. THE BORROWER** undertakes to allocate the amounts that it has made available, under this Contract, exclusively as \*\*\*\*\*.

**FIFTH. - CREDIT DISPOSITIONS AND PAYMENT TERM. THE BORROWER** will dispose of the credit established in its favor by signing a commercial promissory note, payable to THE CREDITOR and up to the amount of credit granted under the terms of this contract. Said promissory note must be signed by THE SOLIDARY OBLIGOR(S) as guarantor(s) when THE CREDITOR deems it necessary. The promissory note shall constitute the instrument of disposition of the credit, shall not have provisions subsequent to the date of signing of this contract, and shall not have maturities subsequent to the date of termination of this contract.

The aforementioned promissory note shall be causal and consequently does not constitute novation, modification, or extinction of the obligations that THE BORROWER has contracted in favor of THE CREDITOR under this contract. THE CREDITOR is authorized to discount or negotiate the promissory note in the manner and terms that best suit its interests, expressly authorizing THE BORROWER and, if applicable, THE SOLIDARY OBLIGORS to THE CREDITOR, in accordance with the provisions of Article 299 of the General Law of Negotiable Instruments and Credit Transactions.

If for any reason this contract is rescinded, under the same terms, THE CREDITOR or its holder may declare the promissory note due in advance.

THE BORROWER may not dispose of any amount that it has made available, even if it has been paid; only being able to dispose of the total amount of the credit established in the second clause.

**SIXTH. - ORDINARY AND DELAY INTERESTS, CREDIT AMORTIZATIONS, EXPENSES, AND COMMISSIONS.** THE BORROWER undertakes to pay THE CREDITOR the following concepts, with the proviso that for interest, they may not be charged in advance:

I.- **ORDINARY INTERESTS:** THE BORROWER undertakes to pay THE CREDITOR ordinary interests on the unpaid balances of the principal sum of the credit, at the fixed annual interest rate stipulated in THE COVER.

Interest shall begin to accrue from the date this document is signed, dividing the applicable interest rate by 365 (three hundred sixty-five) days (or 366 (three hundred sixty-six) if the year is a leap year), multiplying the result obtained by the number of days in the calculation period, and the product obtained shall be multiplied by the amount of the disposition made by THE BORROWER and shall be payable in arrears by monthly installments, on the same day of the current month for the payment of the corresponding amortization. In case the due date for payment is a non-business day, payment must be made on the immediate following business day. From the next period onwards, they shall be calculated by dividing the applicable interest rate by 360 (three hundred sixty) days, multiplying the result obtained by 30 (thirty) days, and the product obtained shall be multiplied by the amount of the unpaid balance at the time of calculation.

II. **DELAY INTERESTS:** In the event that "THE BORROWER" does not timely pay any of the obligations contracted in this Contract, the unpaid amount shall accrue, from the due date until its total liquidation, delay interests at a rate of 6.00% (six percent) per month, on the outstanding balance, of the corresponding month, on the overdue capital, without prejudice to the right that "THE CREDITOR" has to rescind or declare it due in advance, in the terms of this Agreement of Will.

When there are overdue debts according to the provisions of this Contract and "THE BORROWER" makes payments, the parties agree that these shall be applied in the following order: I) Collection Expenses; II) Commissions; III) Contractual Penalties; IV) Delay Interests; V) Ordinary Interests, and VI) Payment of overdue installments.

III.- **CREDIT AMORTIZATIONS.** THE BORROWER undertakes to have fully paid the amounts corresponding to THE CREDITOR, as indicated in THE COVER and THE PROMISSORY NOTE of the disposition, which are attached to this Contract, without the need for prior requirement or collection, the amount of the credit granted, within the term of the number of months stipulated in THE COVER, successive and consecutive capital, precisely on the payment days stipulated in the same COVER, with its first payment date being the one mentioned in THE

COVER, as well as the date of its last payment or amortization.

In case the payment dates mentioned above are on a non-banking business day, THE BORROWER undertakes to make the corresponding payment on the immediate following business day. The amounts mentioned above do not include the interest, expenses, and commissions stipulated in the terms of this contract, so THE BORROWER must pay them to THE CREDITOR, according to the conditions agreed in this contract, in THE COVER and/or in the promissory note of the disposition derived from it.

**IV. EXPENSES, COMMISSIONS, AND OPENING COMMISSION.** THE BORROWER undertakes to pay without the need for prior requirement or collection an opening commission equivalent to the percentage mentioned in THE COVER, which shall be calculated on the amount of the credit, payable only at the time of the first disposition made by THE BORROWER.

Both delay interests and commissions shall be added with the corresponding Value Added Tax, if generated on them.

**V. COMMISSIONS AND DISPOSITION COMMISSION.** A disposition commission of 0% (zero percent), payable for each disposition and at the time thereof; the foregoing independently of the credit granted.

**SEVENTH. - FOR THE PAYMENT OF INTERESTS, COMMISSIONS, AND EXPENSES.** Notwithstanding the provisions of clause sixth regarding interests, amortizations, expenses, and commissions, THE CREDITOR may grant THE BORROWER additional financing for the payment of said interests, which shall be subject to the terms and conditions established in this clause, understanding that the total amount of interests accrued shall be accumulated to the principal on the date of payment thereof, becoming part of the interest calculation base of the following month and so on until the principal matures or there is an early recovery, so the total amount generated by said additional financing shall be payable together with the principal amount of the credit disposition in question. THE BORROWER hereby requests and authorizes THE CREDITOR from this moment to grant it additional financing for the payment of the same interests referred to in clause sixth on each interest payment date, accepting the terms and conditions referred thereto.

**EIGHTH. - PAYMENT METHOD.** The parties express their agreement so that the payment of principal and interests, as well as any other concept that THE BORROWER must make to THE CREDITOR under this instrument, shall be made in any of the following ways:

1.- With nominative checks payable to THE CREDITOR, which shall be delivered to THE CREDITOR's address, which shall be received under the "Subject to Good Collection" modality, in accordance with Articles 7 and 193 of the General Law of Negotiable Instruments and Credit Transactions. In the case of payments made by check, the following rules shall apply: I) If the check delivered is drawn on the financial institution named Banco BBVA BANCOMER, the payment shall be credited on the same day that THE BORROWER delivers it, provided that it is delivered on a business day and during banking hours; otherwise, it shall be considered paid on the next business day; and II) If the check delivered belongs to another different banking institution, payment shall be credited on the business day following the day it is delivered, provided that it is delivered on a business day and during banking hours; otherwise, it shall be considered paid on the second business day following the day of delivery.

2.- By cash bank deposits or electronic fund transfers, to account number 0108309752, of the Banking Institution named BBVA, whose CLABE is 0123220001083097529, held in the name of SWELL FINANZAS EN MOVIMIENTO, SOCIEDAD ANÓNIMA PROMOTORA DE INVERSIÓN DE CAPITAL VARIABLE, SOCIEDAD FINANCIERA DE OBJETO MÚLTIPLE, ENTIDAD NO REGULADA.

3.- Through automatic or authorized domiciled collections by the BORROWER AND/OR SOLIDARY OBLIGOR AND/OR PLEDGED GUARANTOR of account number 0108309752, whose CLABE is 012320001083097529, held in the name of THE BORROWER carried out by the Banking Institution named BBVA BANCOMER in favor of SWELL FINANZAS EN MOVIMIENTO, SOCIEDAD ANÓNIMA PROMOTORA DE INVERSIÓN DE CAPITAL VARIABLE, SOCIEDAD FINANCIERA DE OBJETO MÚLTIPLE, ENTIDAD NO REGULADA for the obligations guaranteed under this contract, to the account(s) designated in writing by the BORROWER AND/OR SOLIDARY OBLIGOR AND/OR PLEDGED GUARANTOR.

In the case of payments through electronic means, the respective payment shall be deemed made in accordance with the following: I) If made through the Interbank Electronic Payments System (SPEI), it shall be credited on the same day the transfer is made; II) If made through an electronic funds transfer (TEF), it shall be credited on the next business day. Likewise, in payments made by deposit or through the use of electronic means, the receipt(s) and/or the corresponding proof(s) of the transaction shall serve as receipt, so THE CREDITOR shall not be obliged to issue additional receipts for the amounts paid through such means.

4.- When THE CREDITOR makes any change to the bank account or even to the payment method, it shall be obliged to inform THE BORROWER by prior notification no later than 5 (five) business days before its payment date, said notification shall be only for providing information without requiring authorization from the borrower. And it shall be the obligation of THE BORROWER to make its payments to the account indicated by THE CREDITOR.

**NINTH. - APPLICATION OF PAYMENTS.** When there are overdue debts according to the provisions of this instrument, and THE BORROWER makes partial payments, these shall be applied in the following order: I) Value Added Tax on accrued interests, if any; II) Delay Interests; III) Ordinary Interests, and IV) Capital amortization or money granted in credit.

**TENTH.- A) EARLY PAYMENTS.** THE BORROWER may make early payments with capital reduction without any charge or penalty, provided that: a) THE BORROWER requests it in writing to THE CREDITOR at least 5 (five) business days in advance of the next corresponding payment date according to the provisions of this credit through the subscription of the corresponding promissory note(s) of disposition, subject to the payment dates thereof; b) THE BORROWER is up to date on the payments due under this contract; and c) The amount of the early payment is equal to or greater than the payment due in the corresponding period.

When THE BORROWER requests to make early payments, THE CREDITOR shall inform it of the outstanding balance of the credit. Such information shall be provided by THE CREDITOR in writing if the early payment is made at THE CREDITOR's address or by any other means, including but not limited to remote, electronic means, or sending a data message to THE BORROWER, when payment is made by any other means.

The early payment shall be applied exclusively to the outstanding principal balance, provided that THE BORROWER is up to date on the payment of: a) the principal; b) the accrued ordinary interests, as well as; c) if applicable, the accrued delay interests, and other charges agreed upon under this contract.

When the amount of the early payments is not sufficient to fully amortize the outstanding balance, THE BORROWER shall inform THE CREDITOR in writing if said early payment is applied to reduce the amount of pending periodic payments or if it wishes it to be applied to decrease the number of pending payments. In both cases, THE CREDITOR shall calculate the amount of interest to be accrued based on the new outstanding balance.

The fact that THE BORROWER makes early capital payments does not exempt it from the obligation to make the monthly payments that it is required to make.

**B) ADVANCE PAYMENTS.** - When requested by the CREDITED, they may make advance payments, i.e., payments that are not yet due in order to apply them to cover immediate subsequent periodic payments.

When the amount of the payment exceeds what is due in a period, the CREDITOR must obtain from the CREDITED a handwritten signed document including the following statement: "The User authorizes that the resources delivered in excess of their due obligations are not applied to the early payment of the principal, but rather be used to cover in advance the periodic payments of the immediate subsequent Credit."

When the CREDITED receives the payment still not due for the period or lesser taxes, the written statement mentioned in the previous paragraph will not be necessary.

**ELEVENTH. - TOTAL ANNUAL COST.** The CREDITOR informed them before signing, the contents of this contract and the documents that are attached to it, together with their legal provisions, abbreviations, amounts, and/or expenses generated by its celebration and operation, the rights as a partner of the CREDITOR that they have access to, as well as the Total Annual Cost (T.A.C.) which amounts to the percentage mentioned in the COVER before taxes and which is expressed in annual percentage terms that, for informational and comparison purposes, incorporates all costs and expenses inherent in the credits applicable in case the amount of the credit is less than the

equivalent of 900,000 Investment Units in accordance with the applicable provisions of the Bank of Mexico.

C.A.T.: \*\*\*\*porcentual mencionado en LA CARTULA antes de impuestos.

For information and comparison purposes.

**TWELFTH. - RISKS, INSURANCE, AND GLOBAL POSITIONING SYSTEM (GPS). INSURANCE.** THE ACCREDITED party undertakes to contract comprehensive coverage insurance against damages with advance payment of the insured amount, which will cover risks against fire, earthquake, explosion, hurricane, cyclone, storm winds in the case of real estate; and, if applicable, comprehensive insurance of movable property to guarantee the present credit. Likewise, it instructs and authorizes the ACCREDITOR to, on his behalf, if deemed necessary or convenient, contract and keep such insurance policies valid.

Such insurance policies must be obtained in favor of the ACCREDITOR so that, if any covered loss occurs, the amount of the corresponding indemnity covers what is owed for the credit and its accessories. The corresponding policies must be retained by the ACCREDITOR.

The ACCREDITED party must reimburse the ACCREDITOR for the payment made by the latter of the premiums of the mentioned insurances, and in case of not covering these, interest will accrue in favor of the ACCREDITOR, for the amounts paid, at the rate of moratorium interest agreed upon in this contract.

The acquisition of the insurances referred to in this clause and the corresponding payment of the mentioned premiums is optional for the ACCREDITOR, so it does not constitute any obligation or responsibility on its part.

The guarantees established in this instrument will also cover the amounts paid by the ACCREDITOR under the terms of this clause.

The ACCREDITOR assumes no responsibility if, due to the increase in the value of the destructible part of the assets granted as collateral or for any other reason, the insurance value is not sufficient to replace or respond to the damages caused by the loss.

It will not be necessary to contract damage insurance regarding those real estate assets subject to the guarantee consisting of residential properties or undeveloped land.

Likewise, THE ACCREDITED party accepts and authorizes that THE COLLATERAL will have a GLOBAL POSITIONING SYSTEM (GPS), which will be installed before or after the signing of this contract by a certified distributor contacted by the creditor, so it will be the obligation of the latter to manage the date and time of the installation as well as everything related to it, and it undertakes to provide the appropriate information to the ACCREDITED party at any time during the term of the credit regarding the GPS.

The expenses generated by the hiring and installation of this global positioning system will be included in the financing to be paid by the ACCREDITED party.

**THIRTEENTH. - OBLIGATIONS TO DO AND NOT TO DO.** During the term of this contract and as long as there is any outstanding balance under it, THE ACCREDITED party and THE SOLIDARY OBLIGORS undertake to comply with the following:

**I. - OBLIGATIONS TO DO.**

- a) Notify THE ACCREDITOR in writing of any change of address within a period not exceeding 10 natural days from the date on which it occurs.
- b) Provide documentation that credibly proves the destination of the credit.
- c) THE ACCREDITED party undertakes to keep in order and up-to-date the documents of the property granted as collateral, as well as to cover the taxes and fees that correspond.
- d) Contract on its own behalf comprehensive insurance on the assets that constitute the specific guarantee of the credit contracts referred to in the previous point, in which THE ACCREDITOR is irrevocably designated as the sole beneficiary.

During the term of this contract and as long as there is any outstanding balance under it, THE ACCREDITED party and THE SOLIDARY OBLIGORS undertake not to do the following:

**II. - OBLIGATIONS NOT TO DO.**



a) Incur debts of any other kind that could affect their payment commitments to THE ACCREDITOR.

b) THE ACCREDITED party shall refrain from establishing mortgages or any other real guarantee and/or encumbering its assets in any other way and granting guarantees to third parties (sureties or endorsements).

c) Grant personal guarantees (sureties, endorsements, or jointly obligate), without having the written consent of THE ACCREDITOR.

d) Make loans to subsidiaries or third parties without the written consent of THE ACCREDITOR.

e) Merge, spin off, or consolidate with other companies.

**FOURTEENTH. - EARLY MATURITY.** In addition to the cases in which the law so orders, THE ACCREDITOR may declare the term for the payment of the debt due and demand the total payment of the principal sum, the accrued and unpaid interest applicable, and the other amounts that must be paid to it under the terms of this contract, in any of the following cases:

a) If the data provided in the information or documents submitted to THE ACCREDITOR by THE ACCREDITED party and/or THE SOLIDARY OBLIGORS are false.

b) If THE ACCREDITED party fails to fully and punctually pay two or more of the monthly installments to which it is obliged under this contract, whether consecutive or not.

c) If THE ACCREDITED party uses the credit resources for purposes other than those stipulated in this contract.

d) If THE ACCREDITED party fails to fully and punctually pay the taxes or fees due on the mortgaged property.

e) Failure to pay to THE ACCREDITOR the amount it has covered on its behalf, in the cases and for the concepts stipulated in this contract.

f) If the COLLATERAL granted as collateral is subject to attachment, execution, or limitation, restriction, or encumbrance, decreed by any authority and occurring after the date of signing of this instrument.

g) If THE ACCREDITED party assigns the use or possession of THE COLLATERAL, under any title, during the term of this contract, without the prior written permission of THE ACCREDITOR.

h) If a judicial declaration of bankruptcy is requested against THE ACCREDITED party, or a strike procedure is initiated against it, as well as in the event that a forfeiture proceeding is initiated, or an embargo (expropriation) proceeding is initiated against THE COLLATERAL.

i) If THE COLLATERAL, if necessary, is not legally constituted in favor of THE ACCREDITOR, which should be done at the time of signing of this contract.

j) If THE ACCREDITED party does not contract the insurance referred to in clause Twelfth of this contract.

k) The death, dissolution, or total or partial permanent incapacity suffered by THE ACCREDITED party or any of THE SOLIDARY OBLIGORS.

l) If THE ACCREDITED party fails to submit the information requested by THE ACCREDITOR at any time until the maturity of this instrument.

m) If any statement issued or information provided to THE ACCREDITOR is false or inaccurate and, in the opinion of THE ACCREDITOR, is important.

n) If the majority shareholders cease to be owners (directly or indirectly) of the majority of the shares representing the social capital of THE ACCREDITED party.

ñ) In case of breach of any obligations undertaken in this contract by THE ACCREDITED party.

o) The manipulation, alteration, removal, or any voluntary damage to the global positioning system (GPS) device that THE COLLATERAL has, by THE ACCREDITED party or authorized by the latter to any third party.

p) Likewise, at the moment when any breach occurs in the terms of this Contract or in the corresponding Promissory Note, "THE ACCREDITED

**FIFTEENTH. - MODIFICATIONS TO THE CONTRACT.** The ACCREDITOR must notify the ACCREDITED party of any modifications intended to be made to this contract, as well as to any of its annexes that are an integral part thereof, at least 30 natural days prior to the effective date of such modifications. This notification will be made directly to the ACCREDITED party through any means designated by the latter (email, in-person at a branch, or at their domicile), prioritizing personal notification with acknowledgment of receipt as the primary method, which will be carried out at the domicile described

in this contract, which is considered reproduced verbatim as if inserted, in a document containing the aforementioned modifications in a simple and concise manner, as well as the effective date thereof.

If the ACCREDITED party does not agree with the modifications, they will have an unextendable period of 30 natural days, counted from the notification of the notice indicated in the preceding paragraph, to request the early termination of this contract, by submitting a written request in due time and form at any branch or at the offices of the ACCREDITOR.

The ACCREDITOR must provide the User with an acknowledgment of receipt, confirmation key, or folio number, ensuring the authenticity and veracity of the identity of the user making the respective termination request, for which the ACCREDITOR must confirm the user's data personally or through any other technology or means. For the ACCREDITOR to grant the early termination of this contract, the ACCREDITED party must settle any debts or obligations acquired previously related to this contract.

Once the period mentioned in the immediately preceding paragraph has elapsed without the ACCREDITOR receiving any communication from the ACCREDITED party, the modifications to this contract will be deemed accepted.

**SIXTEENTH. - REQUEST FOR EARLY TERMINATION.** The ACCREDITED party may request the early termination of this contract, by submitting a written request at any branch or at the offices of the ACCREDITOR, or by telephone or any other technology or means agreed upon with the Users. The ACCREDITOR must provide the User with an acknowledgment of receipt, confirmation key, or folio number, ensuring the authenticity and veracity of the identity of the user making the respective termination request, for which the ACCREDITOR must confirm the user's data personally, by phone, or through any other technology or means.

The ACCREDITED party must:

I. Cancel the Means of Disposition linked to this contract on the date of submission of the request, provided that there are no pending debts. The ACCREDITED party must hand them over or state in writing and under oath that they were

destroyed or that they do not have them, so they cannot make any disposition from that date onwards;

II. Reject any disposition intended to be made after the cancellation of the means of disposition. Consequently, no new charges may be made from the moment the cancellation is made, except for those already generated;

III. Cancel, without responsibility, the domiciliation services on the date of termination request, regardless of who holds the authorization for the corresponding charges;

IV. Refrain from conditioning the termination of the Adhesion Contract on the return of the contract in possession of the ACCREDITED party.

V. Refrain from charging the ACCREDITOR commission or penalty for the termination of the contract, except for previously acquired obligations.

Regardless of the type of termination of the contract (early or for having fulfilled the purpose for which it was subscribed), the ACCREDITOR must:

I. Terminate the contract on the next business day following the receipt of the request, provided that there are no outstanding debts. Otherwise, the ACCREDITOR, no later than the next business day after receiving the request, will notify the ACCREDITED party of the amount of the debts and, within the following five business days after their request, will make this data available at the domicile of the ACCREDITOR and/or, if there are other branches, the one chosen by the ACCREDITED party, and once the debts are settled, the contract will be terminated.

II. Deliver the balance, if any, on the date the operation is terminated;

III. Make available to the ACCREDITED party, within ten business days from the payment of the debts or on the next cutoff date, the statement of account or document certifying the end of the contractual relationship and the absence of debts derived exclusively from said relationship. The ACCREDITOR must report to credit information companies that the account is closed with no outstanding debt within the period established by the Law to Regulate Credit Information Companies.

**SEVENTEENTH. - TAXES, COSTS, EXPENSES, AND FEES.** The parties establish that the costs, expenses, and

fees arising from the granting of the credit, its compliance, and/or the documents related thereto will be borne by the ACCREDITED party.

Likewise, all taxes resulting from the granting of the recognized credit here will be borne by the ACCREDITED party. Also, the ACCREDITED party undertakes to hold the ACCREDITOR harmless with respect to any proceeding related to the Taxes that may arise from the granting of the credit, even after the termination of this contract.

**EIGHTEENTH. - GUARANTEE.** To guarantee the punctual and preferential payment of all obligations arising from this credit contract, such as, among others, the payment of principal, payment of ordinary interest, payment of default interest, expenses, and commissions, this credit contract will be guaranteed with:

**PLEDGE GUARANTEE.** In order to guarantee each and every one of the obligations in their charge, the ACCREDITED party and/or the PLEDGE GUARANTOR constitutes the PLEDGE described in ANNEX 2.

The natural guarantee will extend to the accessions of the assets, to the improvements made by the owner in said assets, as well as to everything that by fact and by law corresponds to the assets, without reservation or limitation, in accordance with the applicable laws in Mexico.

The encumbered assets will guarantee each and every one of the interests accrued by the credit for the entire term thereof and until its total payment.

Each and every one of the encumbered assets guarantees the total outstanding balance of the credit, without being able to be released in whole or in part until the credit is fully paid in accordance with this contract.

For the purposes of what is established by article 357 of the General Law of Negotiable Instruments and Credit Transactions, the parties agree to designate as the domicile to locate and locate the MOBILE ASSET subject to the PLEDGE that established by the PLEDGE GUARANTOR in this contract.

In this act, THE PLEDGE accepts to act, free of charge, as THE DEPOSITARY in terms of Article 333 of the Commercial Code, and Article 329 of the General Law of Negotiable Instruments and Credit Transactions.

THE PLEDGE, in its capacity as THE DEPOSITARY, undertakes to: I) Preserve the ASSET in good condition; II)

Carry out all necessary and/or convenient repairs to the ASSET; III) Comply with the provisions established by THE CREDITOR to preserve THE PLEDGE as collateral in this contract; IV) Use the ASSET in accordance with applicable legislation; V) Promptly pay any taxes, fines, fees, and/or contributions arising from the ownership and/or use thereof; and VI) Pay all expenses for the conservation, repair, and/or administration of THE PLEDGE. The parties agree that THE DEPOSITARY shall be liable to THE CREDITOR for any damage caused to THE PLEDGE due to the total or partial loss thereof, or due to non-compliance by THE DEBTOR with any applicable legal provision.

THE CREDITOR may remove the depositary in the event of non-compliance with any of THE DEBTOR's obligations under this contract, so the depositary undertakes to deliver to the new depositary designated by THE CREDITOR within forty-eight hours following the removal from office, all encumbered assets, as well as the documents evidencing their ownership.

In the event that, at any time and for any reason, the value of the assets given as collateral is less than 100% of the outstanding balance of the credit, THE DEBTOR shall, within thirty days following the date on which THE CREDITOR requests it, pledge additional assets acceptable to THE CREDITOR whose value exceeds the outstanding balance of the credit, as determined by an expert appointed by THE CREDITOR.

During the term of this contract, THE DEBTOR undertakes to maintain and service the assets that constitute the natural guarantee, according to the specifications and periodicity recommended by their manufacturer, or with the periodicity required to keep them in optimal operating condition.

The parties acknowledge that the natural guarantee constituted in this contract, in accordance with the provisions of Article 324 of the General Law of Negotiable Instruments and Credit Transactions, is the determining factor for which THE CREDITOR accepts the guarantee granted by THE DEBTOR. Consequently, under no circumstances shall this contract be interpreted to mean that the natural guarantee granted is governed by the provisions of Section VII of the Chattel Pledge without Transfer of Possession, of Chapter IV, Title II of the General Law of Negotiable Instruments and Credit Transactions.

The pledge object of the guarantee shall be subject to the following rules:

THE DEBTOR shall deliver to THE CREDITOR the original invoices that evidence the investment made before the first disbursement of this credit.

In accordance with Article 329 of the General Law of Negotiable Instruments and Credit Transactions, THE DEBTOR is designated as Depositary thereof, without the right to receive fees, who acknowledges receipt of said assets and assumes the civil and criminal liability referred to in said legal provision.

Contract at its own expense comprehensive insurance on the assets that constitute the specific guarantee of the credit contracts referred to in this point, in which Swell Finanzas en Movimiento SAPI de CV SOFOM ENR is irrevocably designated as the sole beneficiary.

THE DEBTOR shall immediately notify THE CREDITOR of any harmful event that could lead to a decrease in the guarantee, in order to replenish them to the same extent.

**NINETEENTH. - PERMANENCE OF THE GUARANTEES.** The guarantees shall remain as such, shall be indivisible, and shall remain fully in force until the total and definitive payment of the amount of the credit granted herein and its accessories, and shall not be cause for extinction thereof, nor shall the obligations guaranteed be considered novated or replaced if additional terms are granted, likewise, the parties agree that there shall be no reduction in guarantees due to a reduction in the amount of credit.

**TWENTIETH. - INSUFFICIENT GUARANTEE.** If the **guarantees granted were to become insufficient to guarantee** the credit and its legal consequences, THE DEBTOR, THE JOINT OBLIGORS, and THE PLEDGE must constitute additional guarantee to the satisfaction of THE CREDITOR, in terms of articles 2,534 and 2,535 of the Civil Code of the State of Jalisco.

**TWENTY-FIRST. - REGISTRATION.** THE DEBTOR **acknowledges and accepts that THE CREDITOR** shall have the possibility that both this contract and the documents related thereto be registered in the Single Registry of Chattel Guarantees in compliance with the provisions of the current Commercial Code.

**TWENTY-SECOND. - CONVENTIONAL ADDRESS.** For all purposes of this contract, the parties designate the following as conventional domiciles:

THE CREDITOR: Av Mexico 3040 404 P4 U3 , Residencial Juan Manuel neighborhood, postal code 44680, in the city of Guadalajara, Jalisco.

THE DEBTOR, THE PLEDGE, AND/OR THE DEPOSITARY: Shall be as established in ANNEX 1.

THE JOINT OBLIGOR(S): Shall be as established in ANNEX 1.

**TWENTY-THIRD. - ACCOUNT STATEMENTS AND TRANSACTIONS.** THE CREDITOR shall issue a minimum of two account statements per year at the request of THE DEBTOR, which shall detail the operations carried out under the contract contained in this instrument, which shall be sent by email.

THE DEBTOR may at any time inquire about balances, transactions, and movements, by telephone, email, or at the offices of THE CREDITOR, located at the address indicated in the Declarations section of this contract.

**TWENTY-FOURTH. - DEVIATION OF THE CREDIT DESTINATION.** In the event that THE DEBTOR fails to comply with the provisions of Clause Four regarding the Destination of the Credit, diverting part or all of the resources from this credit to objectives not foreseen in the same clause, or does not present to the satisfaction of THE CREDITOR, the supporting documents for the investment made, then THE DEBTOR shall be obliged to pay THE CREDITOR, by way of conventional penalty, 20% (twenty percent) of the amount of the credit.

All of the above without prejudice to THE CREDITOR's right to declare the terms granted in this contract to THE DEBTOR prematurely due and immediately make the outstanding balance of the credit, plus interest and accessories derived from the same operation, due and payable.

**TWENTY-FIFTH. - ASSIGNMENT OF RIGHTS AND OBLIGATIONS.** THE CREDITOR may transfer, assign, or negotiate this Credit, including its Annexes and/or the promissory notes that, where applicable, are subscribed as evidence of the disbursements. In the event of assignment of rights and obligations, the assignee shall have the same rights and benefits as if it were THE CREDITOR.

On the other hand, THE DEBTOR may not assign the rights and obligations corresponding to it under this contract, without the prior written consent of THE CREDITOR.



**TWENTY-SIXTH. - RESTRICTION AND TERMINATION.** As long as THE ACCREDITED has not fully utilized the amount of the Credit, THE ACCREDITOR expressly reserves the right to restrict the amount of the credit, as well as the term in which THE ACCREDITED is entitled to use it or both at the same time.

Secondly, THE ACCREDITOR may at any time, in terms of Article 294 of the General Law of Negotiable Instruments and Credit Transactions, terminate this contract by simple notice given to THE ACCREDITED in writing, in which case it must deliver to THE ACCREDITOR within 30 thirty days following the notice of termination, the amount of the unpaid balances of the principal of the credit, plus interest, commissions, expenses, and other accessories.

**TWENTY-SEVENTH. - JURISDICTION.** This contract shall be governed and interpreted in accordance with the applicable commercial legislation in the United Mexican States, and failing that, in accordance with the Federal Civil Code and/or its counterpart in the State of Jalisco.

For all matters relating to the interpretation and performance of this contract, the parties submit to the Competent Courts of the First Judicial District with residence in the City of Zapopan, Jalisco, waiving any other jurisdiction that, by reason of their domicile, present or future, may correspond to them.

**TWENTY-EIGHTH. - FUNDING SOURCE.** The parties agree that this credit may be financed with resources from any institution belonging to the Mexican financial system, and/or FIRA and/or Banco del Bajío, S.A., Institución de Banca Múltiple as well as any international credit institution, banking institution, as well as trusts established in relation to agriculture (FIRA), for this reason THE PARTIES acknowledge that this contract shall be subject to the following conditions:

The investment project shall comply with the regulations provided for in the other provisions of the General Law of Ecological Balance and Environmental Protection.

National or foreign funding institutions may at any time carry out inspections of the assets acquired with this credit, require balances or accounting statements, and request data or documents, for the purpose of ensuring the correct application and use of the credit, and THE DEBTOR undertakes to provide the necessary facilities to verify the

proper functioning of its company and maintain its machinery, equipment, and all production elements in serviceable conditions, as well as to make available to THE CREDITOR the evidence of the investments made with the amount of the credit.

In case the resources obtained are diverted to objects not foreseen in the investment program or false information is provided, providing qualitative or quantitative documentation that is apocryphal, incomplete, or altered or if there are no documents proving the use of the credit as agreed in this Contract or, if any of them are not properly satisfied, THE CREDITOR must protect the funding institution.

If the outstanding balance of the credit is paid in advance, after a supervisory visit and this results in a negative outcome, considering that there was a diversion of resources, falsification of information, or breach of conditions, THE CREDITOR reserves the right to act in accordance with the aforementioned paragraph. THE DEBTOR undertakes to make available to THE CREDITOR the evidence of the investments made with the amount of the credit.

**TWENTY-NINTH. - CREDIT INFORMATION. THE DEBTOR and THE JOINT OBLIGORS** expressly and irrevocably authorize THE CREDITOR to request from the National or Foreign Credit Information Society(ies) any information it deems necessary regarding their credit history. Likewise, THE CREDITOR is authorized to conduct periodic reviews and provide information about the credit history to said society(ies) that it deems necessary, in accordance with the Law to Regulate Credit Information Societies.

**THIRTIETH. CLARIFICATIONS, DISPUTES, AND COMPLAINTS.** In case THE ACCREDITED has any clarification, dispute, or complaint regarding the movements on their account statement, they may submit their clarification or complaint in writing through the branch of THE ACCREDITOR or through the specialized customer service unit via email or phone call, within 90 natural days following the transaction.

THE ACCREDITOR will acknowledge receipt of such request and provide the attention folio number, requesting the necessary documentation and information for processing the request, understanding that THE ACCREDITOR reserves the right to cancel the assigned folio if complete

and legible documentation and information mentioned above are not received within 72 seventy-two hours.

Once the information and documentation regarding the clarification request are received, THE ACCREDITOR will have a maximum period of 30 thirty days to deliver the corresponding report to THE ACCREDITED, attaching a simple copy of the document or evidence considered for the issuance of said report.

The report will be formulated in writing and signed by an authorized official. In the event that, according to the report issued by THE ACCREDITOR, the collection of any payment is deemed appropriate, THE ACCREDITED must make the payment of the amount due, including ordinary interest as agreed, without the collection of default interest and other accessories generated by the suspension of payment being applicable.

The response time to queries or complaints shall not exceed 30 business days, in compliance with Article 50 Bis of the Law for the Protection and Defense of Financial Services Users. In the case of clarifications, the period shall not exceed 45 natural days, in compliance with Article 23 of the Law for Transparency and Regulation of Financial Services.

THE ACCREDITOR shall compile a file generated by the complaint, which shall be integrated with the documentation and information that, according to the applicable provisions, must be in its possession and directly related to the corresponding clarification request, except for data relating to operations involving third parties.

The foregoing procedure does not affect THE ACCREDITED's right to resort to the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF), to the corresponding judicial authority in accordance with the applicable legal provisions, with the understanding that the clarification procedure will be ineffective from the moment THE ACCREDITED files its complaint with the jurisdictional authorities or pursues its claim in accordance with the Law for the Protection and Defense of Financial Services Users.

Contact information for the "Telephone Service Center" of the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF): phone: 01-800-999-80-80. Website: [www.condusef.gob.mx](http://www.condusef.gob.mx), or email: [opinion@condusef.gob.mx](mailto:opinion@condusef.gob.mx).

Clarifications and complaints: Specialized Customer Service Unit: Address: Av. México 3040, 404th floor, Building La Novena México, Colonia Residencial Juan Manuel, Guadalajara, Jalisco. Postal Code: 44680, website: [www.swell.mx](http://www.swell.mx).

Phone: (01 33) 3813 1233 Email: [une@swell.mx](mailto:une@swell.mx)

Website: [www.swell.mx](http://www.swell.mx). Likewise, you may contact CONDUSEF through any User Service Unit, on the website <https://www.condusef.gob.mx> or through CCAMER (Remote Media Contact and Assistance Center) at 55 53 400 999.

**THIRTY-FIRST. - INFORMATION PROTECTION AND CONFIDENTIALITY.** In accordance with the provisions of Article 69 of the Law to Regulate the Activities of Cooperative Savings and Loan Societies, THE ACCREDITOR, in protection of the privacy of the data of THE ACCREDITED, undertakes not to disclose or provide news or information on deposits, transactions, or services, except to the depositor, debtor, holder, beneficiary, their legal representatives, or those authorized to manage the account or to intervene in the transaction or service, except for cases or exceptions provided by applicable legislation. The information and documentation relating to the operations and services referred to in this contract shall be confidential, so THE ACCREDITOR, in protection of the right to privacy of its clients established in this clause, may not provide news or information on deposits, transactions, or services, except to the depositor, debtor, holder, beneficiary, their legal representatives, or those authorized to manage the account or to intervene in the transaction or service.

As an exception to the above paragraph, Cooperative Savings and Loan Societies shall be obliged to provide the news or information referred to in said paragraph when requested by the judicial authority by virtue of a ruling issued in a case in which the holder or, where applicable, the depositor, debtor, holder, or beneficiary is a party or accused. For the purposes of this paragraph, the judicial authority may directly request THE ACCREDITOR, or through the Commission. Likewise, THE ACCREDITED accepts that the Privacy Notice has already been made known to them, so they expressly authorize the use of their information for the purposes described therein, which may be used for commercial or business purposes.

The parties mutually acknowledge each other's capacity to enter into this contract and sign it in triplicate on the same day as the signing of THE COVER AND ANNEX 1 of this contract, in Guadalajara, Jalisco, with each party receiving a copy of it and, if applicable, a copy of their respective annexes.

THE ACCREDITOR  
SWELL FINANZAS EN MOVIMIENTO, S.A.P.I. DE  
C.V., SO.F.O.M., E.N.R.  
Representado por:

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THE ACCREDITED  
Y/O EL GARANTE PRENDARIO  
Y/O THE DEPOSITARY.

\*\*\*\*

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THE SURETY / GUARANTOR

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(LLENAR SEGÚN LOS FIRMANTES)

to Cooperation Agreement No LVMM/06-07-2021-40  
 by and between AS Mintos Marketplace and Swell Finanzas en Movimiento SAPI de CV SOFOM ENR  
 (the "Agreement")

**FINANCIAL LEASE CONTRACT CELEBRATED BY SWELL FINANZAS EN MOVIMIENTO, SOCIEDAD ANÓNIMA PROMOTORA DE INVERSION DE CAPITAL VARIABLE, SOCIEDAD FINANCIERA DE OBJETO MÚLTIPLE, ENTIDAD NO REGULADA, REPRESENTED IN THIS ACT BY THE LEGAL REPRESENTATIVE, MR. \*\*\*\*\* , WHOM IN THE FOLLOWING ACT WILL BE NAMED "THE LESSOR"; OTHERWISE \*\*\*\*\* , REPRESENTED IN THIS ACT BY CONDUCT OF \*\*\*\*\* WHO IN THE FOLLOWING WILL BE NAMED "THE LESSEE"; IN THE SAME WAY \*\*\*\*\* , WHOM IN THE FOLLOWING IS REFERRED AS " THE GUARANTOR"; ALL OF THEM WITH LEGAL CAPACITY TO CONTRACT AND WHO ARE SUBJECT TO THE FOLLOWING DEFINITIONS, STATEMENTS AND CLAUSES.**

**GLOSARY OF TERMS**

**COVER SHEET:** Document that contain the general data of THE LESSEE and THE GUARANTOR, as well as their agreement to be subject to the provisions of this contract. A document that signed by the parties, it forms an integral part of it.

**TERMINAL OPTION:** is the term in Clause eleven of this Agreement, relating to the exercise of the Purchase Option, or the sale of THE LESSOR Goods to a third person at the price indicated by THE LESSEE.

"CAT" means the Total Annual Cost of funding expressed in annual percentage terms that, for informational and comparison purposes, incorporates all the costs and expenses inherent in the Credits, which the Credit Institutions, in terms of the Circular-Telefax 21/2009 issued by the Bank of Mexico and modified through the diverse Circular-Telefax of September 03, 2009, as of September 4, 2009, must calculate and include in the information, advertising and/or offer to the interested public according to the various credit or financial products, as well as the respective contracts they enter into for this purpose, as is the case stated in this contract.

**FOUNDING INSTITUTIONS** means any person who is legally authorized to grant any credit, financing, or discount line to THE LESSOR to fund the disposition in favor of THE LESSEE under this Agreement.

**FIRA** means the trust contrac celebrated in Relationship with Agriculture held by the Bank of Mexico as a Trustee.

**VAT,** means Value Added Tax

**N/A** means No Applies, in other words. the information referenced does not exist or is not required.

**GUARANTEED OBLIGATIONS** mean all obligations to pay, to do or not to do, and other related to the contract fulfillment by THE LESSEE and THE GUARANTOR.

**UNIQUE REGISTRATION OF MOBILE WARRANTIES (RUG)** means the Section of the Public Registry of Commerce in which the property guarantees that are constituted with attachment to the legal systems of the commercial order, their modification, transmission or cancellation, as well as any legal act that is performed with or in respect thereof, will be registered, thereby publicized them for the purposes established by the legal systems.

**"FORMALIZATION EXPENSES:** They will be those resulting from agreements of alternative methods, geolocator services, or any other necessary external service for the fulfillment of this contract.

**STATEMENTS:**

**I.- Declares ""THE LESSOR ", through its Representative:**

1.1 Be a company constituted in accordance with Mexican law, as stated by public deed number 4202, brought to the faith of Mr. Jorge Ruiz Rodríguez public notary number 61 of Guadalajara; Jalisco and registered in the public register of the property and commerce of Guadalajara under the electronic commercial folio 59095\*1.

The representative under protest of telling the truth, recognizes that the character with which its legal proxy appears has not been revoked, restricted or limited in any way, accrediting its powers with Policy 1710, dated July 24, 2014, presented to the faith of the lawyer Gabriel Villaléver García de Quevedo, number 65 sixty-five of the State of Jalisco, whose deed is duly registered under commercial code 59095\*1 in the Guadalajara Public Register of Commerce, Jalisco.

The social name was changed by Public deed number 8,496 eight thousand four hundred and ninety-six dated 21 twenty-one of the month of September 2015 two thousand fifteen before the faith of the lawyer Salvador Cosío Gaona, Notary Public number 8 eight of Zapopan, Jalisco, whose testimony is registered under commercial code 59095\*1 in the Guadalajara Public Register of Commerce, Jalisco.

1.2 Within its social purpose it provides for the holding of financial and credit transactions in a professional and usual manner.

1.3 That the representative has the necessary authority to enter into and bind under the terms of this Agreement.

1.4. That adress for legal purposes of this contract is located Avenida Mexico numero 3040 interior 404 P4 U3 colonia Residencial Juan Manuel, Guadalajara Jalisco, C.P 44680.

1.5 Is your wish to celebrate this contract, in the terms and conditions set forth therein.

1.6 In the Date 10, July 2015, two thousand fifteen concluded contract to open current account credit with Bank del Bajío, S.A., Institution of Multiple Banking, which was ratified in the faith of Public Corridor number 25 in legal exercise in the Plaza del Estado de Jalisco, whose purpose is the granting of refactional credits to producers of the PD1, PD2 and PD3 strata, under the program of operations with parafinance agents in accordance with the regulations of FIRA.

1.7 That it is our wish to enter into this Agreement, in the terms and conditions that are based on it.

1.8 For its constitution and operation as a non-supervised multiple purpose financial company, it did not require authorization from the Ministry of Finance and Public Credit; and, it is subject to the supervision of the National Banking and Securities Commission, solely for the purposes of the provisions of article 56 of the General Law of Auxiliary Credit Organizations and Activities.

**II.- Declares THE LESSEE:**

1. a) To be a company constituted in accordance with Mexican law, as recorded by public deed number \*\*\*\*\* brought before the faith of \*\*\*\*\* notary public number \*\*\*\*\* of \*\*\*\*\* and registered in the public register of property and commerce under the electronic commercial code \*\*\*\*\* , with personal taxpayer registry number (RFC) \*\*\*\*\*.
2. b) Have patrimonial, economic and moral solvency to comply with the obligations arising from this contract and those that are deducted by law.
3. c) Be their willingness to receive in financial lease THE GOODS subject to this contract, with the modalities and in the terms established in the same.
4. d) Their address for notifications and legal effects of this contract, is located on \*\*\*\*\*.



5. e) They continue to declare the Tenant that it was informed clearly and accurately of each and every concept that makes up the RUG and that in the moment it will be under his responsibility to request and cancel the referred register.
- f) That, for all legal purposes to the place and prior to the signing of this Agreement, you were informed clearly and accurately of each and every concept that makes up the Total Annual Cost of this Credit, which in this case amounts to \*\*\*\*% per cent, without VAT (hereinafter the "CAT"). Expressly stating that you become aware of the CAT applicable to this Agreement.

**III.- Stament of "THE GUARANTOR":**

- 3.1 (GENERAL PERSONAL INFORMATION)  
 \*\*\*\*\*  
 \*\*\*\*\*
- 3.2 Have patrimonial, economic and moral solvency to comply with the obligations arising from this contract and those that are deducted by law.
- 3.3 Your desire to be bound in the personal capacity in solidarity with respect to the duties and obligations acquired in this contract by "THE LESSOR".
- 3.4 That it indicates as address for notifications and legal effects of this contract, the one located in \*\*\*\*\*.

IV.- The parties declare that the Goods subject to THE LESSOR is as follows  
 \*\*\*\*\* (DESCRIPTION OF THE GOODS).

Exposed the above, the parties decide to conclude this agreement of wills under the following:

**CLAUSES:**

**FIRST. - OBJECTIVE OF THE CONTRACT:** Under this contract, THE LESSOR undertakes to acquire the Good described in Declaration IV, and to grant its use and temporary enjoy, on a mandatory period, under the form of leasing, to THE LESSEE who in turn accepts and undertakes to pay the considerations agreed in this agreement of wills and in its ANNEXES.

**SECOND.- RELEASE OF RESPONSABILITIES:** THE LESSEE agrees that the brand, capabilities, models, quality, merchantability, utility, specifications and other characteristics of **THE GOODS** subject to THE LESSOR, are of its knowledge and complete satisfaction, so under its own responsibility and risk manifests that THE GOODS that it requires accordingly to their needs, from this moment THE LESSEE release from any responsibility previous, to the LESSOR, itself is the one that has chosen such goods, according to their price, brand, specifications, quality, utility, service, etc., having established a direct relationship between THE LESSEE and the manufacturer of the goods or its distributor.

For this reason, any defect that exists in THE GOODS subject to this contract must be claimed directly by THE LESSEE to the manufacturer or supplier, or to whom they have been bought or are responsible for the sale thereof, without there being any obligation on the part of THE LESSOR any more than to grant to THE LESSEE the necessary representation to be in a position to demand the guarantee or damages caused by defects and / or defects that the GOODS have, against the seller supplier, against the seller responsible for it.

**THIRD.- APPLICATION OF PAYMENTS:** The parties agree that THE LESSEE will pay TO THE LESSOR, or to whom their rights represent, during the term of this Agreement, for the purpose of RENT of THE GOODS, at the address of the lessor or, in the place designated in writing, the amount of \$\*\*\*\*\* (\*\*\*\*\* pesos 00/100 mn) the

terms and conditions specified in writing in the depreciation table annexed to this contract and which forms an integral part of it.

Likewise, "THE LESSOR" will transfer to "THE LESSEE" the amount of \$\*\*\*\* (\*\*\*\*\* Pesos \*\*/100 National Currency) for hitch, as well as the amount of \$ \*\*\*\*\* (\*\*\*\*\* pesos \*\*/100 M.N) for opening fee, such payments hereinafter will be called DOWN PAYMENT.

**THIRD BIS. - FORMS OF DISPOSAL.** - By the nature of this contract, the parties agree that the willingness to acquire THE LESSEE the property subject to this agreement under the FIRST clause, may be later than the date of signature of this contract, and it will be through the subscription of one or more credit certificates, which once signed by THE LESSEE will be part of this contract.

**FOURTH. -INITIAL PAYMENT - "THE LESSEE" will transfer the following amounts to "THE LESSOR" prior to the signing date of this contract;**

- a) the Amount of \$\*\*\*\* (\*\*\*\*\* Pesos \*\*/100 National Currency) for down payment,
- b) the amount of \$ \*\*\*\*\* (\*\*\*\*\* pesos \*\*/100 M.N) for opening commission,
- c) the amount of \$\*\*\*\*\* (\*\*\*\*\* pesos 00/100 M.N.) for formalization expenses

Said payments hereinafter will be referred to as INITIAL DISBURSEMENT

**FIFTH.- ORDINARY INTERESTS.** - This Agreement will cause interest in favor of THE LESSOR. In such a way, THE LESSEE will pay The LESSOR, precisely on the \*\*\*\* of each month, and in the event of day off or unworkable, the payment has ti be made the next immediate business day, the ordinary interest on the insolute balance of the Monthly Leveled Income subject to this Lease, will be calculated at an annual rate that will be equal to \*\*\*\*% per cent, which will be divided by 360, multiplying the result thus obtained by 30 thirty days and the product obtained will be multiplied by the amount of the unsolute balance at the time of calculation, in order to be applicable monthly from the date of signature of this Lease until the date of its final expiration.

Ordinary interest not covered on the date of payment shall incur default charges and interest in accordance with clause nine(c) and (D) of this Agreement.

**SIXTH.- COMMISSIONS, EXPENSES AND DEFAULT INTEREST.** "THE LESSEE" must cover the following commissions:

- A) OPENING COMMISSION: equivalent to \*.\*\*\*% \*\*\*\* percent of the capital to which it refers, plus its corresponding VAT, payable at the time of signing this Contract and which will be applied only once in said moment, which is part of the BEGINNING DISBURSEMENT, established in the fourth clause of this contract.
- B) COLLECTION EXPENSES: The lack of punctual and complete payment of any of the obligations derived from this Contract, will automatically generate a daily charge of \$1,000.00 (One thousand Pesos 00/100 National Currency), an amount that must be covered by concept of derived expenses. to collection such as calls, letters, visits, among others, said charge may be applied the day after the punctual payment date, this is a due date and will be plus its corresponding Value Added Tax.
- D) DEFAULT INTEREST: In the event that "THE LESSEE" does not timely pay any of the obligations contracted under this Contract, the unpaid amount will accrue, from the due date until its total settlement, default interest at a rate of 6.00% (six percent) monthly, on the unpaid balance, of the corresponding month, on the overdue capital, without prejudice to the power that "THE LESSOR" has to terminate it or give it up in advance, under the terms of this Agreement of Wills.

When there are outstanding debts due in accordance with the provisions of this Contract and "THE LESSEE" makes payments, the parties agree that they will be applied in the following order: I) Collection Expenses; II) Commissions; III) Conventional Penalties; IV) Default interest; V) Ordinary Interest, and VI) Payment of overdue rents

**SEVENTH. - ADDITIONAL FINANCING FOR THE PAYMENT OF INTEREST (if applicable).** Notwithstanding the agreed in the previous paragraph, "THE LESSOR " may grant "to THE LESSOR " additional financing for the payment of such interest, which in turn will be awarded with FIRA resources, so they will be subject to the terms and conditions set out in this clause, on the understanding that the total amount of interest accrued will accrue to the main luck on the date of payment of the same, becoming part of the interest calculation base of the following month and so on until maturity of the principal or an early recovery occurs, so the total amount generated as a result of such additional financing shall be payable in conjunction with the principal fate of the credit provision in question. "THE LESSOR" requests and empowers "THE LESSOR" from this moment to grant you the additional financing for the payment thereof referred to in the preceding paragraph, accepting the terms and conditions referred to therein. b) Moratorium interests. In the event that "THE LESSOR" defaults on the timely performance of its payment obligations under this Agreement, it shall pay default interest on the insolvent balance as a reason for the rate obtained from multiplying by 2 two the Rate of Interest agreed in accordance with subparagraph (a) of this Clause. Such interest shall be caused from the date on which you default to the adjustment of payments. The foregoing shall be without prejudice to the termination of "THE LESSOR" being able to terminate the debit in advance in the terms of this Agreement.

The parties submit that in the event that the payment of any of the rents coincides with an unworking day for the Credit Institutions, such payment must be made on the immediate business day after its expiry, otherwise interest to the date of payment, at the rate set out in the preceding paragraph.

**EIGHT. PAYMENT METHOD.** The parties agree that the payment of capital and interest, as well as any other concept to be made by THE LESSEE to THE LESSOR in this instrument, shall be made in any of the following ways:

1.- With nominative checks in favor of THE LESSOR, which must be delivered to the address of THE LESSOR, which will be received under the form of "Except Good Collection", in accordance with articles 7 and 193 of the General Law on Titles and Credit Operations. In the case of payments made by check, the following rules will be followed: I) If the check delivered is from the financial institution called Banco BBVA BANCOMER, the payment will be credited on the same day that it is delivered by THE ACREDITATED, provided that you deliver it in a bank day and business hour; otherwise it will be considered paid the next business day; and II) If the delivered check belongs to another diverse banking institution, the payment will be credited the business day following the one on which you deliver it, provided that you deliver it in bank business day and time; otherwise

2.- Through bank deposits in cash or electronic transfers of funds, to the account number 0108309752, of the Banking Institution called Bancomer, whose CLABE is 0123220001083097529, which is located in the name of SWELL FINANZAS EN MOVIMIENTO, SOCIEDAD ANÓNIMA PROMOTORA DE CAPITAL VARIABLE, FINANCIAL COMPANY OF MULTIPLE OBJECT, ENTITY NOT REGULATED.

3.- By means of automatic charges to the account number 0108309752, whose CLABE is 012320001083097529, which is located in the name of THE ACREDITANT made by the Banking Institution called BBVA BANCOMER in favor of SWELL FINANZAS EN MOVIMIENTO, COMPANY ANÓNIMA PROMOTORA DE CAPITAL VARIABLE, FINANCIAL SOCIETY OF MULTIPLE OBJECT, ENTITY NOT REGULATED for the obligations guaranteed in this Contract.

**In the case of payments through electronic means, the respective payment shall be deemed to have been made in accordance with the following: (I) If made through the Interbank Electronic Payment System (SPEI), it shall be credited on the same day that the transfer is made; II) If done by electronic funds transfer (TEF), it will be credited the next business day. In addition, in payments made by deposit or through the use of electronic means, the token(s) and/or the receipt(s) of the respective movement, will do the times of receipt, so THE LESSOR shall have no obligation to issue additional receipts for the amounts paid by such means.**

**4.- Where the LESSOR makes any change of bank account or even payment method, it shall be obliged to inform the THE LESSEE by prior notification within no more than 5 five working days before its date of payment, such notification shall be solely for the purpose of providing information.**

**NINTH. - ADVANCE PAYMENTS.** -The Tenant may advance the amount of the rents under this Lease Agreement, either in whole or in part, only on the due dates and payment of the Rents Fixed in this Contract, without any penalty, commission, or fine, as long as it is done precisely on any of the payment dates and is up to date with the payment of the rents, late fees, insurance, taxes, and any other payment required under this Contract, and are for an amount equal to or greater than the payment due in the corresponding period, for which it must:

- a) Request in writing to the Landlord, with ten business days' notice prior to the payment date, approval to make the early payment.
- b) Once such request is received, the Landlord must inform the Tenant, within the next five business days, whether or not it is approved and the reasons for such result.
- c) In case of approval, the Landlord must inform the Tenant of the outstanding balance of the capital that it must cover, including any amount it is obligated to pay.
- d) Once the early payment is made, the Landlord will provide the Tenant with the corresponding payment receipt, and proceedings will be carried out in accordance with Clause twenty-one of this Contract, as well as any other applicable provisions.

The parties may agree not to charge the aforementioned penalty, depending on the Tenant's payment behavior towards the Landlord. It is understood that presenting one or more delays in its payment obligations will be grounds for losing such opportunity to waive the penalty.

This payment may only be made on the due dates indicated for the payment of the rents fixed in this Contract, provided that the Tenant is up to date with the payment of the rents, interests, insurance, taxes, and any other payment it is obligated to make under this Contract.

The parties agree that they may NOT make advance payments in order to settle this lease until after the first 3 months of the validity of this agreement have elapsed.

**TENTH. - THE LESSEE** may anticipate the amount of. the rents of this Lease Agreement, either in whole or in part, only on the due dates and payment of the Rents Fixed in this Agreement, without any punishment, commission or penalty, provided that it makes it precisely on any of the payment dates and is current in the payment of the rents, their default interest, insurance, and are for an amount equal to or greater than the payment to be made in the applicable period. As long as it does not violate the above immediate clause.

**ELEVENTH. – VIGENCE/ CONTRACT LIFE:** The term of this contract shall be forcibly forcibly for both parties for a period of \*\*\*\*\* months and shall commence from \*\*\*\*\*and its effects shall end

\*\*\*\*\*, or until each and every obligation arising from this Agreement is fulfilled.

Without prejudice to the foregoing, THE LESSEE may terminate the contract in advance unilaterally prior to the end of the term of the contract, under the modalities, conditions and penalties established in the TWENTY, TWENTY FIRST clause of this contract.

The delivery of THE GOODS relating to this lease must be recorded by signing the receipt of THE LESSEE in a separate letter. This document shall be added to this Agreement, duly signed by the parties and shall be an integral part thereof.

**TWELVE - TERMINAL OPTIONS:** At the end of the period referred to in the preceding Clause and provided that the income and other benefits derived from this clause have been paid in a timely manner, THE LESSOR, in terms of article 410 of the General Law on Titles and Credit Operations, may exercise any of the following options:

(a). - THE LESSOR transfers ownership of the goods referred to in Declaration IV of this Agreement to THE LESSEE, by bill in the amount of \$\*\*\*\*\* (\*\*\*\*\* pesos 00/100 mn) plus their corresponding I.V.A.

b). - Proceed spending the sale of the goods mentioned to a third party at the price indicated by THE LESSEE in which case the amount set out in the previous subparagraph plus all costs of storage and sale of THE LESSOR goods will apply, delivering the balance to THE LESSEE.

In no case shall the value indicated by THE LESSEE be less than the value set out in subparagraph (a) of this clause.

The decision on the option adopted by THE LESSOR, must be notified in writing to THE LESSOR, at least 60 (sixty) days before the expiration of this contract. In any case, all taxes, duties, contributions or expenses that are incurred for the exercise of any of the terminal options will be solely borne by THE LESSOR.

**THIRTEEN.- PLACE OF USE OF THE GOODS:** THE LESSEE may use THE GOODS anywhere within the United Mexican States, obliging to inform THE LESSOR in writing the place of its installation, location or its main confinement, as well as the name and private address of the executive, employee or driver of THE LESSOR to which each of the GOODS has been assigned, also informing of any changes, within 5 (five) calendar days following the date on which the change is made.

**FOURTEENTH. - LEGAL DESTINATION OF THE LESSEE GOODS.** - THE LESSOR undertakes to use THE LESSEE d goods only for the lawful purposes that its commercial activity requires, these activities were previously informed and documented to THE LESSEE so THE LESSOR releases from all legal liability TO THE TENANT the illicit or improper use given to THE LESSEE d goods either by THE LESSEE or some authorized third party and will be solely the responsibility of THE LESSEE. any criminal act resulting from misuse.

**FIFTEENTH. - LICENSES, PERMISSIONS AND REGISTRATIONS:** THE LESSEE undertakes to obtain the licenses, permits and other documentation that is required in accordance with the laws, regulations or circulars that are applicable and related to THE GOODS, as well as their operation, and must also pay on their own the rights, taxes and erogations in general, which in this way must be settled to the corresponding authority or authorities,.

Likewise, THE LESSEE is obliged to comply with the Laws, Regulations and Circulars and other provisions that affect the tenure and use of THE GOODS, having to cover on its own the rights, taxes and other income that are generally arising from its Use.

In case of non-compliance with the provisions of the preceding paragraphs, without prejudice to the power of THE LESSOR to terminate this Contract, the latter may pay the amounts mentioned by THE LESSOR, the latter having to rein in the RENTER requests it, also covering an interest equal to that indicated in the Fourth Clause above, calculated from the date on which the latter makes the payment, until THE LESSEE reimburses you in full the amount thereof.

**SIXTEENTH. - MAINTENANCE AND REPAIRS OF THE GOODS:** THE LESSEE is obliged to maintain at its expense and without any liability for THE LESSOR, at all times THE GOODS in perfect conditions of use, mechanics and operation, according to their nature and destination, with the same limitations or deteriorations that are caused in them by the passage of time and by their normal use.

THE LESSEE will pay for its exclusive account, any other expenses that are necessary or convenient for the proper maintenance of THE GOODS, including all kinds of repairs and corrective services, whether for labor or spare parts, due use legitimate spare parts hechas por el fabricante de LOS BIENES and repairs must be carried out in workshops or at agencies authorized by manufacturers. Any refaction, implement or accessory that is added to THE GOODS, will be considered incorporated into them, and, consequently, will be subject to the terms of this contract and its ANNEXES, so they will be left to the benefit of THE LESSOR, without THE LESSEE being able to withdraw them or demand any compensation for them.

THE LESSEE will pay any amount for electricity, fuel, any other form of energy, lubricant, operators and other operating expenses that require THE GOODS, THE LESSEE must be used in the operation of the same, exclusively qualified workers, hired on their own, and under the direction of officials or employees responsible for it.

During the term of this contract and its ANNEXES, THE LESSOR assigns to THE LESSEE the rights of any warranty or service granted by the Supplier of THE GOODS, acting on behalf of THE LESSOR, any charges that the Supplier makes for services or materials not included in the warranty in question. THE LESSOR must claim directly from the Supplier of the GOODS, without any liability for THE LESSOR, the rights related to the quality and the proper functioning of the GOODS.

Likewise, THE LESSEE is obliged to care for and protect THE GOODS, complying, at its expense, with the provisions of Article 415 of the General Law on Titles and Credit Operations. In addition, THE LESSEE agrees to comply with all ecological and administrative provisions issued by the competent authorities concerning the use of THE GOODS, as often as provided by the competent authorities and/or the applicable legal provisions.

THE LESSEE is obliged to provide TO THE LESSOR R a duplicate of the keys of THE LESSOR d GOODS, which is in the disposal of THE LA LESSADOR for the entire duration of this contract and until all the considerations agreed in this will agreement have been liquidated.

**SEVENTHTEEN.- INSPECTIONS:** THE LESSOR AND/or FIRA and/or Bank del Bajío, S.A., Institution of Multiple Banking and / or the SECRETARÍA DE AGRICULTURA, GANADERÍA, DESARROLLO RURAL, PESCA Y ALIMENTACIÓN (SAGARPA) and / or any national or international entity that applies where applicable, will have the power throughout the time of validity of the credit, to designate an intervener who takes care of the exact fulfillment of the obligations of THE LESSOR mainly as regards the surveillance of investment, proper functioning of the company and the care and preservation of the guarantees granted. The salary and expenses authorized by THE LESSOR to the intervener will be covered by THE LESSEE for which it expresses its consent.

**EIGHTEENTH. - RISKS, INSURANCE, AND GLOBAL POSITIONING SYSTEM (GPS).** Expressly, the parties agree that the "Tenant" assumes all risk for loss or partial or total deterioration of the GOODS, as well as all liability for damages and losses that may occur to third parties, in their persons or properties, even in cases of fortuitous events or force majeure, without any liability for the "Landlord", with the "Tenant" also agreeing that simultaneously upon receiving the GOODS, they shall contract with a company legally authorized for it, the necessary insurances to cover the eventualities described above, ensuring that at no time will the GOODS be left unprotected or the responsibility towards third parties for their possession or use be disregarded, expressly designating the "Landlord" as the preferred and irrevocable beneficiary, if applicable, of any amount that insurers cover as compensation for any claims that may arise during the entire term of this Contract and its respective ANNEXES; additionally, the "Tenant" agrees to provide the "Landlord" with the policy, original premium payment receipts, the preferred and irrevocable endorsement, and the non-cancellation endorsement, unless written consent is obtained from the "Landlord". In the event that the "Landlord" deems the coverage obtained insufficient, it shall notify the "Tenant" in writing, and within a period not exceeding 5 (five) business days from the date of receiving such communication, the "Tenant" must rectify the omission, covering any differences in premiums that may result.

Both parties agree that the "Landlord" may directly contract the insurance in question if so agreed upon by an ANNEX to this Contract or, in case the "Tenant," as its obligation, does not directly contract them, with the insurer of its choice, and in such a case the "Landlord" makes premium payments on behalf of the "Tenant", such act does not release the "Tenant" from the obligations referred to in the first paragraph of this clause. In this scenario, the "Tenant" must reimburse the "Landlord" the amount paid to the insurance company within a period not exceeding 3 business days, counted from the date of receipt of the written notice delivered in this regard, and failing to do so, and without prejudice to the "Landlord's" right to demand the early termination of this Contract and its ANNEXES, the "Tenant" shall pay monthly interest on the same, equivalent to the late interest rate referred to in Clause nine, subsection D) of this Contract, from the date of verification of the payment in question until the date of payment to the "Landlord". Both parties also agree that the amount of the corresponding premiums may be included, totally or partially, within the Partial Payments of rent referred to in Annex A of this Contract, if so agreed therein.

In the event of loss, destruction, irreparable damage, or any other contingency that prevents, totally or partially, the use of the GOODS, the "Tenant" undertakes to continue paying the rents agreed upon in the respective ANNEXES, until such time as the insurance company delivers the corresponding compensation, and once such compensation is covered, it also undertakes to pay the "Landlord" any difference that may exist between the amount of the compensation and the balance owed for the lease as of the compensation payment date. For its part, the "Landlord" undertakes to return to the "Tenant" any difference that may result in its favor if the compensation covered by the insurance company exceeds the outstanding balance of the lease as of the compensation payment date. The "Tenant" undertakes to release the "Landlord" or any assignee thereof from any expenses, costs, or indemnities to third parties or to the "Tenant" itself, claimed or determined by competent authorities, regardless of their nature, derived from the possession or use of the GOODS, while they are available, regardless of the validity or termination of this Contract and its ANNEXES. Notwithstanding the foregoing, the "Tenant" also undertakes to timely carry out all the necessary or convenient procedures, notices, claims, demands, and other acts for the insurers in question to cover the compensations that, in each case of loss, theft, destruction, or any other damage suffered by the GOODS, proceed in favor of the "Landlord", being responsible to the latter for damages and losses caused by its omission, deceit, or negligence. Both parties agree that in no event shall the "Landlord" be liable for damages or losses caused to the "Tenant" or any third parties by the insurance company in question, in case of delays in the payment of compensations for losses covered under the respective insurances.

The "Tenant" shall have the obligation to satisfactorily prove to the Landlord that such insurance is contracted and/or in force. The Landlord reserves the right to contract on behalf of the Tenant and at the expense of the latter, the insurance referred to in this clause when the Tenant has not satisfactorily proven to the Landlord the existence of such insurance and granting a preferential endorsement for the collection of the policies in favor of the Landlord. Notwithstanding the foregoing, the lack of insurance in the event of a loss shall be solely attributable to the Tenant, who, in such case, shall be liable with its assets."

Likewise, the "Tenant" accepts and authorizes that the vehicle subject to this lease will be equipped with a GLOBAL POSITIONING SYSTEM (GPS), which will be installed before or after the signing of this contract by a certified distributor contacted by the "Landlord", therefore it will be the obligation of the latter to manage the installation date and time as well as everything related to it, and it undertakes to provide the appropriate information to the "Tenant" at any time during the lease regarding the GPS.

The expenses generated by the contracting and installation of this global positioning system will be included in the financing to be paid by the "Tenant".

**NINETEENTH. – NINETEENTH (if applicable) - LIFE INSURANCE:** The Tenant agrees to contract a life insurance policy with the Landlord as the preferred beneficiary, for the total amount of the rents agreed upon during the term of this contract, in order to ensure that in the event of injury, physical disability, or death of the Tenant, the obligations of this contract will be settled.

If a life insurance policy is not contracted, it shall be the obligation of the SOLIDARY OBLIGOR(S) to fulfill this contract, thus substituting the main obligation as specified in the twenty-second clause of this agreement.

**TWENTY- CONSEQUENCES OF BREACH** If the Tenant breaches any of its obligations assumed in this contract or in the promissory notes, as well as the events of early termination stipulated in clause twenty-third:

The Landlord shall be authorized to request the rescission of this contract without the need for a judicial declaration, or to demand its forced compliance in advance.

If the Landlord opts for rescission:

- a) The Tenant must immediately return the LEASED GOODS.
- b) The Tenant shall cover any overdue PARTIAL RENTS or any other outstanding amounts to the Landlord, along with their respective late interests, and shall forfeit their right to the termination option stipulated in this contract. In the event of rescission, if for any reason, voluntary or involuntary, the Tenant fails to immediately return the LEASED GOODS to the Landlord, they shall compensate the Landlord with a daily rent for each day of delay in delivery. The receipt of these amounts by the Landlord shall not be considered as consent for non-return.

If the Landlord opts to demand the forced compliance of this contract:

- a) The term of duration shall be prematurely terminated, and consequently, the Tenant must immediately cover to the Landlord any overdue PARTIAL RENTS or any other outstanding amounts, along with their respective late interests from this contract, the outstanding PARTIAL PAYMENTS pending payment to totalize the value of the transaction, and the respective Value Added Tax related to these concepts.
- b) The Tenant must settle the purchase option agreed upon in this contract immediately.

In any case that leads to the return of the leased property, the Tenant undertakes to return it in the same condition as received, with only the deterioration caused by normal use and the passage of time, with all expenses incurred with the return being borne by the Tenant.



The GOODS recovered by the Landlord due to Tenant's breach may be leased to third parties under financial lease or disposed of, in terms of Article 416 of the General Law of Negotiable Instruments and Credit Transactions.

If the goods were in possession of a third party, the Tenant expressly consents that in the event of breach of this contract, the leased goods may be delivered without their consent or judicial mandate.

All this without prejudice to the right of the Landlord to request possession of the Leased Property in accordance with Article 416 of the General Law of Negotiable Instruments and Credit Transactions.

c) Likewise, upon the occurrence of any breach under the terms of this Contract or the corresponding Promissory Notes, if applicable, the Tenant shall not have the right to use the Leased Goods, for which the Landlord may take necessary measures to prevent their use, and consequently, the Tenant expressly authorizes the Landlord to activate the Anti-theft Device(s) or Satellite Locator System(s), limiting the use of the Leased Goods, that is, immobilizing them.

If, as a consequence of the limitation on the use of the Leased Goods by the Landlord, any liability for damages and losses arises to third parties, to the Landlord, or to the Tenant itself, the Tenant assumes all responsibility from this moment onwards and releases the Landlord from any type of liability, undertaking to indemnify the Landlord for any amount of money disbursed as a result of their breach.

**RETURN OR RECOVERY OF GOODS.** "THE LESSEE" undertakes to return to "THE LESSOR" THE GOODS, in the cases in which it comes, under the same conditions in which it received them, with the only deterioration caused by its normal use and the passage of time, at the expense of "THE LESSEE" all expenses that arise with the return.

THE GOODS that "THE LESSOR" recovers, for non-compliance with "THE LESSEE", may give them in financial lease to or dispose of third parties, in terms of article 416 of the General Law on Titles and Credit Operations. In the event that the goods are in the possession of a third party THE LESSEE gives its express consent so that the breach of this contract will be made the delivery of the goods of this lease without the need for your consent or injunction.

**TWENTY-FIRST. - FOUND SOURCE.** The parties agree that this credit may be financed with resources from any institution of the Mexican financial system, which in turn may obtain the resources of the FIDEICOMISOS INSTITUTED IN RELATION TO AGRICULTURE(FIRA), so "THE LESSEE" acknowledges that this Agreement will comply with the following conditions:

1. That the investment project shall comply with ecological ordering, preservation, restructuring and improvement of the environment; the protection of natural areas, wildlife and aquatic wildlife; rational use of natural elements; forecasting and controlling air, water and soil pollution; as well as the other provisions provided for in the General Law on Ecological Balance and Environmental Protection. 2. THE LESSEE n may make advance payments in refund of the credit, subject to the authorization of "THE LESSOR", subject to the following, (i) the notification of payment in advance shall be irrevocable and shall be made in written form, at least 5 five days prior to the date of the advance payment; (ii) each partial advance payment shall be for a minimum amount equivalent to the amount of depreciation you have requested to settle before maturity. These amounts shall apply first to the payment of interest accrued on the date of payment and then to the payment of the insolvent balance of the credit in reverse order to the maturity of the respective repayments; that is, they will apply to the last ones that are going to win or, if the operating rules of FIRA and/or any institution of the Mexican financial system permit, may apply to the following capital depreciation(s), (iii) expenses, commissions and penalties that are generated as a result of the advance payment and that FIRA and/or any institution of the Mexican financial system, apply, will be at your

expense, having to cover them in conjunction with the amount of the advance payment. 3 THE LESSOR and/or any institution of the Mexican financial system, and/or FIRA and/or SAGARPA may at any time carry out inspections of the goods purchased in connection with this credit, to demand balance sheets or statements of accounts and request data or documents, in order to ensure the correct application and use of the credit, being obliged BY THE LESSEE to grant the necessary facilities to verify the proper functioning of your company and to keep under conditions of service its machinery, equipment and all the elements of production, as well as to have at the disposal of THE LESSOR the proofs of the investments made with the amount of the credit. 4. In the event that the resources obtained are diverted to objects not provided for in the investment programme or false information, providing qualitative or quantitative documentation that is apocryphal, incomplete or altered or does not have the documents proving the application of the credit in the manner agreed in this Agreement or, any of them are not duly satisfied, will be obliged to (i) refund the total amount of the sums arranged insolvent on the date on which FIRA and/or any institution of the Mexican financial system, request the ransom or request the cancellation of the credit granted; (ii) to cover a conventional penalty equivalent to multiplying by 3 three, the ordinary interest rate provided for in this Agreement, with retroactive effect to the date of resequencing, deducting the ordinary interest paid. 5. In the event that the payment of the insolvent balance of your credit is made in advance, after a supervisory visit and the latter is unfavourable, considering that there was diversion of resources, distortion of information or breach of conditions, THE LESSOR reserves the right to proceed as agreed in the previous paragraph. The Tenant undertakes to have at the disposal of THE LESSOR, proof of the investments she made with the amount of the credit. 6. If it has made contributions to establish a source of payment in favour of the funding source, the Tenant agrees that its contributions will be jointly and severally covered by the obligations under THE LESSOR arising from the credit agreement referred to in the Declarations chapter until they are fully covered.

In addition, "THE LESSEE" undertakes to subscribe to a PROMIS for the total amount of the rents to be paid in accordance with the monthly payments set out in the ANNEXES as THE LESSEE price. The aforementioned title of credit shall be endorsed in its entirety by THE OBLIGATORY (S) SOLIDARY (S). In this same act they authorize "THE ARRENDATARIA" and THE OBLIGATORY (S) SOLIDARY (S) to "THE LESSOR" to assign, endorse, transfer, give them in garment and / or rediscover the aforementioned title of credit, at any time, and without any liability for the latter.

**TWENTY-SECOND.- OBLIGATED SOLIDARITY AND OR THE GUARANTEE:** The person(s) who hereby subscribes to this Agreement, constitutes the Obligatory(s) of "THE LESSEE" and appears at the signing of this Agreement and shall subscribe to all ANNEXES, in order to become Obligated Solidarity(s) of "THE LESSEE", against "THE LESSOR", in terms of articles 1987, 1989 and other applicable of the Federal Civil Code, responding absolutely and unconditionally to the total and timely payment, of the payment obligations of "THE LESSOR" that derive or may derive you under this contract and the ANNEXES, waiving any benefits of order, exclusion and division where applicable. For this purpose, the obligations arising from this Agreement and the ANNEXES are deemed to be indivisible GUARANTEE undertakes to comply with each and every term contained herein and in the ANNEXES, as well as to subscribe to the Promissory Note as an endorsement.

The guarantor, jointly and several or co-accredited shall be fully bound by the total payment against the Financial Institution, THE GUARANTEE will answer a customer identification questionnaire proving whether he has property owned by him, if THE LESSOR deems it necessary to have a relationship thereof requested separately from THE GUARANTEE. In the event that the property owned by THE GUARANTEE is serious or alienated at the date after the delivery of the relationship to "THE LESSOR", without prior notice, will be cause of early expiration of this Agreement and its ANNEXES. In case of non-compliance with the above obligation will be jointly and severally liable to "THE ARRENDATARIA" and THE GUARANTEE for criminal proceedings arising in the event of an insolvency

caused, liability that will not cease until the respective lease has been terminated without the award of "THE LESSEE", or for the acquisition of THE GOODS by it. In cases where THE LESSOR cannot due to health or force majeure comply with its obligations THE OBLIGATORY (S) SOLIDARIO (S) accept and undertake to give full compliance in place of THE LESSEE.

**TWENTY-THIRD. - CAUSES OF EARLY EXPIRATION.** Causes of early expiration of this Agreement and its ANNEXES shall be any breach in which the parties incur respect of the obligations each assumes in favor of the other, and the following:

a) That "THE LESSEE " refrain from paying one or more of the incomes with its respective Value Added Tax (I.V.A.), in the form and terms agreed in this Agreement and the ANNEXES.

b) That "THE LESSEE " refrain from paying in a timely manner to "THE LESSOR" the amount of insurance premiums that the latter contracts directly with respect to THE GOODS.

c) That "THE LESSEE refrain from informing or keeping informed "THE LESSOR " of the exact location of THE GOODS, or that it moves them outside the Mexican Republic, without the prior authorization of "THE LESSOR " in writing.

d) That "THE LESSEE " at any time refrain from giving THE GOODS the use and destination that corresponds to its nature, or that allows them to be used or operated by persons not qualified to do so.

e) That "THE LESSEE " refrain from performing with every opportunity, at your expense any repair and maintenance service that is necessary for THE GOODS to be in perfect condition.

f) That "THE LESSEE " refrain from allowing "THE LESSOR" to inspect THE GOODS.

(g) That "THE LESSEE" permits the total or partial embargo of THE GOODS, allows the material extraction of the goods from the place of its installation, or refrains from giving immediate written notice to "THE LESSOR" of any situation that may physically or legally affect THE GOODS.

(h) That "THE LESSEE be declared in commercial competition or bankruptcy, be placed on strike, or appear against worker, tax or labor claims that substantially affect its proper functioning.

(i) For any other breach or cause of maturity assumed in this contract.

In any of these cases "THE LESSEE may not require the refund of the rents in deposit with its respective Value Added Tax (I.V.A.), being in accordance with "THE LESSEE " in which said amount is in favor of "THE LESSOR".

For any reason of early expiration of this Agreement and its ANNEXES, "THE LESSEE" undertakes to pay "THE LESSOR", compensation equivalent to 25% (twenty-five percent) on insolvent balances at the time of non-compliance.

Notwithstanding the foregoing, if "THE LESSEE" fails to comply with any of the obligations assumed in this Agreement or in the corresponding PROMISSORY Notes, "THE LESSEE R" shall be authorized to terminate this Agreement in full, without the need for a judicial declaration, or to demand its advance performance:

(a) If "THE LESSOR" opts for termination, "THE LESSEE ": (i) you must make immediate return of THE LESSEE d Goods, (ii) you will pay "THE LESSOR" a penalty equal to twice the amount of the last partial payment accrued, (iii) where applicable, will cover "THE LESSOR" in full all overdue PARTIAL PAYMENTS in addition to any other concept due, with your respective default interest, under the terms of Clause Ninth, subsection D) of this Agreement, (iv) you will pay all expenses that as a result of your breach are made, in addition to the legal expenses generated and (v) you will lose in full, without the need for a court statement, your right of PURCHASE OPTION set forth in this Agreement.

In the case of termination, if for any reason, voluntary or involuntary, it does not make "THE LESSEE " immediate return of THE LESSEE d Goods to "THE LESSEE R", it must cover THE LESSEE as compensation for each day of late delivery, an amount equivalent to the last partial payment accrued, divided by 3 (three). The receipt of these amounts by "THE LESSOR" may not be considered as consent for non-return.

b) If "THE LESSOR" chooses to require early compliance with this Agreement, the FORZOSO TERM shall be fully due, without the need for

judicial declaration, and accordingly "THE LESSEE ": (i) it must immediately cover "THE LESSOR" the insolvent balance of total income, (ii) must immediately cover the Purchase Option, where applicable, (iii) will immediately cover "THE LESSOR" , in addition to any other concept due, with their respective default interest under the terms of this Agreement, and (iv) will cover all expenses that are made for their non-compliance, in addition to the legal expenses that are generated. All this without prejudice to asserting the right of "THE LESSOR" to apply for possession of THE LESSEE Able Property under section 416 four hundred and sixteen of the General Law on Titles and Credit Operations.

c) Also, at the time of any breach under the terms of this Agreement or in the applicable Promissory Notes where applicable, "THE LESSEE " shall not have the right to use THE LESSEE d Goods, for which "THE LESSEE R" may take the necessary measures to prevent the use thereof and, consequently, THE LESSEE n expressly authorizes "THE LESSEE R" to activate the Anti-Theft Device(s) or Satellite Locator(s) Lease, that is, to carry out its immobilization.

In the event that, as a result of the limitation on the use of THE LESSEE Goods by "THE LESSOR", any liability for damages to third parties, to "THE LESSEE" or to the LESSOR herself is generated, "THE LESSEE assumes all responsibility in this regard and releases "THE LESSOR" from any liability , forcing the "THE LESSEE to take in peace and save "THE LESSOR" from any liability, of course, including those of an economic nature as to immediately reimburse "THE LESSOR" for any amount of money that it had disbursed as a result of its non-compliance.

**TWENTY-FOURTH. - EARLY TERMINATION OF THE TERM.**

Without contravening the provisions of the above clauses, "THE LESSEE may terminate the contractual relationship by submitting a written request to the branch that it contracted in the following cases:

a) In the event of non-use of this Lease Agreement within 10 working days of the signing of this Agreement, "THE LESSEE " may request termination of this Lease Agreement, provided that it covers "THE LESSEE R" the expenses that were generated by the conclusion of this Agreement, the expenses of the Public Fedarian and the expenses that were generated by the cancellation thereof. In this case "THE LESSOR" will not charge any kind of commission in this regard.

b) In the event that the termination of the Contract is requested above "THE LESSEE ", you may collect the fees agreed in the Contract itself.

Upon submission of the written request for termination of the contract by "THE LESSEE, "THE LESSOR ": (i) Cancel the Means of Disposition linked to this Agreement on the date of submission of the application; (ii) It shall reject any provision intended to be made after cancellation, resulting in no further charges being generated from the time the cancellation is made, except those already generated.

From the next working day of receipt of the written request by "THE LESSEE, "THE LESSOR " will communicate to it the amount of the debits and within 5 five working days after your request will make such data available to you.

Once the debits have been settled, the Contract will be terminated and upon written request "THE LESSEE, "THE LESSOR " will deliver within 10 working days after the payment of the debits has been made on the next cut-off date, the statement of account or document containing the end of the contractual relationship and the absence of debits derived exclusively from that relationship. "THE LESSOR" shall inform credit information companies that the account is closed without debit within 5 five working days of payment indicated by the Law on the Regulation of Credit Information Companies.

**DEATH.** The death of THE LESSEE does not constitute a cause for the termination of this contract, the parties agree that in case of death of THE ARRENDATARIA and if no life insurance policy has been contracted with beneficiary to THE RENTER, the following terms are assumed as follows and prelation:

a) THE LESSOR will accept the replacement of THE LESSEE by THE OBLIGATORY(S). The latter shall assume both the rights and obligations of this contract.

- b) THE PARTIES agree to the replacement of THE LESSEE by their spouse, which on the date of death occurred to live with him (her), if it existed.
- c) It will be replaced by any relative in a straight line of THE LESSEE, who has the economic capacity to comply with this contract.
- d) In accordance with probate judgment, making request to the heir(s) the payment of the debt.

As well as the provisions of federal and state laws applicable to this agreement.

**TWENTY-FIFTH. - ASSIGNMENT OF RIGHTS.** "THE LESSEE expressly authorizes "THE LESSOR" to assign, endorse, transfer or in any way, negotiate the rights arising in its favor from this contract, its ANNEXES and the promissory notes that are subscribed.

For its part, "THE LESSEE may not assign, guarantee, transfer or in any way negotiate the rights arising in its favor from this contract and its ANNEXES, or in particular, sub-lease or transmit in any way the possession of THE GOODS, in whole or in part, if it does not have the prior written authorization of "THE LESSOR".

**DEATH.** The death of THE LESSEE does not constitute a cause for the termination of this contract, the parties agree that in case of death of THE ARRENDATARIA and if no life insurance policy has been contracted with beneficiary to THE RENTER, the following terms are assumed as follows and prelation:

- a) THE LESSOR will accept the replacement of THE LESSEE by THE OBLIGATORY(S). The latter shall assume both the rights and obligations of this contract.
- b) THE PARTIES agree to the replacement of THE LESSEE by their spouse, which on the date of death occurred to live with him (her), if it existed.
- c) It will be replaced by any relative in a straight line of THE LESSEE, who has the economic capacity to comply with this contract.
- d) In accordance with probate judgment, making request to the heir(s) the payment of the debt.

As well as the provisions of federal and state laws applicable to this agreement.

**TWENTY-SIXTH. - TITLES OF THE CLAUSES.** The titles of the Clauses contained in this Will Agreement have been placed for the sole purpose of facilitating their reading, therefore they do not necessarily define or limit the content thereof. For the purposes of interpretation of each clause, its content and in no way its title shall be taken into account.

**TWENTY-SEVENTH. - PERSONALITY.** In this same act, the parties mutually acknowledge the personality with which they appear to sign this Agreement and expressly waive, in the event of any dispute, the lack of personality of their own or the other, in accordance with the provisions of article 37, the second paragraph of the Code of Civil Procedures for the State of Jalisco and its correlatives of the Federal Code of Civil Procedure, that of the Federal District and those of the other federative entities.

**TWENTY-EIGHTH - CONVENTIONAL DOMICILES.** All notices and notices to be given by the parties in connection with this Agreement shall be made in writing and sent by acknowledgement of receipt, fax, e-mail, or by any other means ensuring that the recipient receives such notices. For the above purposes, the parties indicate as their addresses the contents on the Cover and/or in the Declarations of this instrument.

In the event that any change to the designated conventional domiciles is not notified to the other party within 5 (five) calendar days of the same, the notice shall be considered as validly given if it is made to the addresses indicated.

**TWENTY-NINTH. -COMMERCIAL EXECUTIVE TITLE.** In terms of section 87-F of the General Law on Organizations and Auxiliary Credit Activities, this Agreement accompanied by the certification of the statement

by the accountant of "THE LESSOR", is a commercial executive title, and does not require recognition of signature or other requirement.

The statement of account shall contain the data on the identification of this Agreement, the amount of the income determined; unpaid overdue income; outstanding income to be due; the variability of income applicable to income that can be determined for each payment period; the moratorium interest generated; the interest rate applicable to default interest, and the amount of accessories generated.

**THIRTY- PROVISIONS OF ANTI LAVADO DE MONEY:** "THE ARRENDATARIA" agrees to submit to the applicable regulations regarding the Prevention and Detection of Operations with Resources of Illicit Origin, providing the corresponding authority with the information required for the purpose of properly integrating the respective dossier.

**THIRTY-FIRST- PRIVACY NOTICE:** In terms of the Federal Law on the Protection of Personal Data in Possession of Individuals and the privacy notice that "THE LESSOR" made available to you, to obtain, use, disclose, store, transfer, and share your personal, commercial, financial and credit information, as well as the file containing such information, "THE LESSEE accepts the processing of the data and information provided for the purposes described in the privacy notice and that "THE LESSOR" at any time may make changes to the aforementioned privacy notice that you have made available to you, which will be reported to "THE LESSEE" through the Media.

"THE LEASE", in accordance with the Federal Law on the Protection of Personal Data in Possession of Individuals and its Regulations and aware of the scope of the privacy notice of "THE LESSOR", expressly authorizes the personal, sensitive, financial and financial data that you provide or provide to "THE LESSOR", to be used, for the purposes described, in the privacy notice, and in particular for the request, and where applicable contracting all types of insurance by "THE LESSEE". Likes, "THE LESSEE states that "THE LESSOR" made available the privacy notice, which declares to know and accept in all its terms.

**THIRTY-SECOND- STATEMENT.** "THE LESSOR" shall issue on a monthly basis a statement, which shall contain in detail the transactions carried out under the contract contained in this instrument, which will be sent by email.

"THE LESSEE" may at any time make inquiries of balances, transactions and movements, by telephone, email or at the offices of "THE LESSOR", located at the address indicated in the Declarations section of this Agreement.

**THIRTY-THIRD. - CLARIFICATIONS, NONCONFORMITIES AND COMPLAINTS.** In the event that "THE LESSEE has any clarification, non-conformity or complaint regarding the movements of your statement, you may submit your clarification or complaint in writing through any branch of "THE LESSOR" or through the specialized customer service unit, within 90 ninety calendar days after the completion of the operation with which you are not satisfied or the court date.

"THE LESSOR" will acknowledge receipt of such request and provide you with the attention sheet number, requesting the documentation and information necessary for the processing of the application, on the understanding that "THE RENTER" reserves the right to cancel the assigned folio in the event that within 72 seventy-two hours it does not receive complete and legible the aforementioned documentation and information.

Upon receipt of the information and documentation of the request for clarification, "THE LESSOR" shall have a maximum period of 45 forty-five days to deliver to "THE LESSEE the corresponding opinion, appending a simple copy of the document or evidence considered for the issuance of such opinion.

The opinion shall be formulated in writing and signed by an empowered official. In the event that, in accordance with the opinion issued by "THE LESSOR" the collection of the respective amount is appropriate, "THE LESSEE must make the payment of the amount at its expense, including the ordinary interest as agreed, without the collection of moratorium interest and other accessories generated by the suspension of the payment.

"THELEASER" within 45 forty-five calendar days from the delivery of the opinion referred to, it will make available to "THE LESSEE", either in the branch where the financing has been granted or in the specialized unit, the file generated by the claim, in which it will be integrated with the documentation and information that, in accordance with the applicable provisions, must act in its possession and that relates directly to the corresponding request for clarification, except for the data corresponding to operations related to third parties.

The above procedure is without prejudice to the right of "THE LESSEE" to go to the National Commission for the Protection and Defense of Users of Financial Services (CONDUSEF), and/or to the relevant judicial authority in accordance with the applicable legal provisions, in the intelligence that the clarification procedure will be without effect after "THE LESSEE" files its claim with the judicial authorities or conducts its claim in terms of the Law on Protection and Defense to the User of Financial Services.

Data from the "Telephone Care Center" of the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF): telephone: 01-800-999-80-80. Website: [www.condusef.gob.mx](http://www.condusef.gob.mx), or to the following email: [opinion@condusef.gob.mx](mailto:opinion@condusef.gob.mx).

Clarifications and complaints:

Specialized User Care Unit:

Address: in Avenida Mexico number 3040 interior 404 P4 U3 Residencial Juan Manuel, 44680, Guadalajara Jalisco

Phone: 01 33) 3813 1233

Email: [une@swell.mx](mailto:une@swell.mx)

Website: [www.swell.mx](http://www.swell.mx)

National Commission for the Protection and Defense of Financial Services Users (CONDUSEF): Specialized User Care Unit:

Address: in Avenida Mexico number 3040 interior 404 P4 U3 Residencial Juan Manuel, 44680, Guadalajara Jalisco

**THIRTY-FOURTH. - MODIFICATIONS.** This Agreement may only be modified by mutual agreement of the parties, provided that the amendments are not in violation of the legal provisions applicable in the Mexican Republic. In the event that any modification to the contract and annexes "THE LESSOR" is to be made, you will have to notify "THE LESSEE" at least 30 calendar days before the entry into force of the change or modification in question, which will be made known to "THE LESSEE".

"THE LESSEE" may request the termination of the contract within 30 thirty days of the entry into force of the change or modification in question, without any liability in its charge and under the conditions prior to the modification, having to "THE LESSEE", cover, where appropriate, the debits generated until the end of the service.

It is understood that, if "THE LESSEE" uses the account or service in question within 30 thirty days of the notice of change or modification, acceptance of the change made will be taken as a tryit.

**THIRTY-FIFTH. -NATURE OF THE ACT, APPLICABLE LAW AND COMPETITION.**

A) The nature of this Will Agreement is purely commercial in accordance with Articles 3, 4 and 75 - XXIV of the Commercial Code.

B) For the interpretation and performance of this Agreement, the parties submit to the provisions of the laws in force in commercial matters, and in addition to the provisions of the Federal Civil Code in substantive matters, as well as the content of the Federal Code of Civil Procedures, in an adjective matter.

C) For the knowledge and resolution of any dispute arose under it or any of its stipulations, the parties expressly submit to the jurisdiction and jurisdiction of the Commercial Courts of the First Judicial Party of the State of Jalisco based in the City of Guadalajara, or to the District Courts in Civil Matters of the Third Circuit of the Judiciary of the Federation of the same municipality of Zapopan, Jalisco, at the choice of the actor; expressly waiving the law that may correspond to them because of their present or future domiciles, and for any other circumstances.

Once read to this Agreement by the parties and aware of its scope and effects, it is initialled in three as many, of which a copy is delivered to each party, with the same probative value, in the City of Guadalajara, Jalisco, dated \*\*\*\*\*.

**THE LESSOR**  
**Swell Finanzas en Movimiento, S.A.P.I. de C.V.,**  
**S.O.F.O.M., E.N.R.**

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**THE LESSEE**

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**OBLIGATED SOLIDARITY**  
**AND OR THE GUARANTEE:**

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