

Customer No.

No. RECA: 5649-439-015909/09-06900-1217

# CHECKLIST

Name of Client			Convention or De	ependence	
Delivery Date	Dispersion Date	Credit Amou	unt	Term	Branch

ADVISOR	ASSISTANT	MANAGER	
Credit Application	Credit Application	Credit Application	
Payroll credit agreement	Payroll credit agreement	Payroll credit agreement	
Credit cover	Credit cover	Credit cover	
Loan Application	Loan Application	Loan Application	
Credit Bureau Authorization	Credit Bureau Authorization	Credit Bureau Authorization	
Irrevocable Payment-to-Third Party Mandate	Irrevocable Payment-to-Third Party Mandate	Irrevocable Payment-to-Third Party Mandate	
Promissory note	Promissory note	Promissory note	
Direct Debit Authorization	Direct Debit Authorization	Direct Debit Authorization	
Privacy Notice	Privacy Notice	Privacy Notice	
Legal Provisions	Legal Provisions	Legal Provisions	
Renewal Consent	Renewal Consent	Renewal Consent	
Mandatory Documents	Mandatory Documents	Mandatory Documents	
Official Identification	Official Identification	Official Identification	
Proof of Address (3 months old))	Proof of Address (3 months old))	Proof of Address (3 months old))	
Bank Statement	Bank Statement	Bank Statement	
Payroll Receipts	Payroll Receipts	Payroll Receipts	
Validate Documents	Validate Documents	Validate Documents	
Complete and Legible Document	Complete and Legible Document	Complete and Legible Document	
$\Box$ Check that the customer's name matches the	$\Box$ Check that the customer's name matches the	$\Box$ Check that the customer's name matches the	
name on the official photo ID on all documentation.	name on the official photo ID on all documentation.	name on the official photo ID on all documentation.	
Validate Credit, Customer, Spouse, Home,	Uvalidate Credit, Customer, Spouse, Home,	Uvalidate Credit, Customer, Spouse, Home,	
Employment and Reference Data.	Employment and Reference Data.	Employment and Reference Data.	
Ualidate Signatures	U Validate Signatures	Ualidate Signatures	
Check Documents	Check Documents	Check Documents	
Analyze Request	Analyze Request	Analyze Request	
Ability to Pay	Ability to Pay	Ability to Pay	
Delivery Date and Time	Opening Date	Opening Date	
Name	News	News	
Name	Name	Name	
ADVISOR'S SIGNATURE	ASSISTANT'S SIGNATURE	MANAGER'S SIGNATURE	



# **CREDIT CONTRACT**

CREDIT AGREEMENT (THE " CONTRACT "), EXECUTED BY MONTO FACIL, Payment to a Third Party, the Direct Debit Authorization, and the Renewal S.A.P.I. DE C.V., SOCIEDAD FINANCIERA DE OBJETO MULTIPLE, E.N.R., REPRESENTED IN THIS ACT BY ITS LEGAL REPRESENTATIVE, IN ITS CAPACITY AS ACCREDITING PARTY, HEREINAFTER REFERRED TO AS THE "MONTO FACIL", THE PERSON WHOSE DATA ARE INDICATED IN THE CREDIT APPLICATION OF THIS CONTRACT, AS BORROWER, HEREINAFTER REFERRED TO AS THE "CUSTOMER", AND HEREINAFTER THE PARTIES WHEN ACTING JOINTLY, IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES:

# **DECLARATIONS:**

## I. Declares MONTO FACIL, through its legal representative:

A) That it is a corporation duly incorporated under Mexican law, as evidenced by public deed number 123 dated April 29, 2011, executed before the faith of Ms. Adriana Parra Flores, Notary Public No. 64 Notary Public District of Saltillo Coahuila, and registered in the Public Registry of Property and Commerce of the City of Saltillo Coahuila, under the corporate name of MONTO FACIL, S.A.P.I. de C.V., SOFOM, E.N.R., under the electronic commercial folio No. 30639\*2 dated May 13, 2011.

B) On March 14, 2012, the corporate name was changed to MONTO FACIL, S.A.P.I. de C.V., SOFOM, E.N.R., as evidenced by public deed number 18561, executed before the faith of Mr. Enrique Juan Kuri Gallardo, Notary Public No. 84 with jurisdiction in the First Registry District of the State of Nuevo Leon, and registered in the Public Registry of Property and Commerce of the City of Monterrey, under electronic mercantile folio No. 132329\*1, dated April 23, 2012.

C) That its legal representative has the necessary powers to bind it under this Contract, which powers have not been modified, limited or revoked in any way as of this date.

D) That in compliance with the provisions of the General Law of Credit Organizations and Auxiliary Activities in force, it indicates that for its incorporation and operation as such, it does not require authorization from the Ministry of Finance and Public Credit, and that for the performance of its operations it is subject to the supervision of the National Banking and Securities Commission, only for purposes of the provisions of Article 56 of the aforementioned Law.

E) That its federal taxpayer registration number is MFA110429MT9 and its web page is www.gocredit.mx.

F) That it has sufficient financial capacity to assume the economic obligations to which it is bound under the terms of this Contract.

G) The model of this adhesion contract for its consultation is registered in the Registry of Adhesion Contracts (RECA) of the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF), under the number indicated in the upper right margin of this instrument, or at MONTO FACIL's Branches and y that a copy of the same with all its attachments will be provided to the customer at the time of signing this Contract.

H) All the legal precepts referred to in this Contract may be consulted by the CLIENT in the Annex of Legal Provisions registered in RECA or in the Branches of MONTO FACIL.

I) Have its registered office in Av. Ignacio Zaragoza 1300 Piso A1 Interior 157, Ćol. Centro, Monterrey, Nuevo León, C.P. 64000.

# II. Declares the CUSTOMER:

A) That he is a natural person, of legal age, and that he has sufficient powers to bind himself under the terms of this Contract.

B) That he/she has requested MONTO FACIL to open a Payroll Credit.

C That he/she is currently an employee and maintains an employment relationship with the company indicated in the Contract Application ("The Employer"), from whom he receives the payment of his payroll.

D) That at the time of signing this agreement you were provided with this and the documents attached to this Contract, which are an integral part of the same and are as follows: Credit Cover Sheet, Credit Application Form, Authorization to Request Credit Information, Promissory Note, Mandate for the Authorization for

Consent, as well as the Appendix of Legal Provisions and the Amortization Table.

E) That it was made aware of the Privacy Notice referred to in the Federal Law for the Protection of Personal Data in Possession of Private Parties (LFPDP) and the scope thereof.

F) That prior to the signing of this instrument, the terms and conditions, as well as the total annual cost and conditions thereof, were explained. The "CAT: Total Annual Cost of Financing expressed in annual percentage terms which, for informative and comparative purposes, incorporates all the costs and expenses inherent to the Loans".

# CLAUSES:

### FIRST. OPENING OF CREDIT.

Strictly subject to the terms and conditions set forth in this Contract, MONTO FACIL opens in favor of the CUSTOMER a Payroll Credit in local currency (the "Credit"), up to the amount established in the Cover Page, with a CAT equivalent to the percentage established on the Cover Page of this Contract, CAT being understood as follows: "The Total Annual Cost of Financing expressed in annual percentage terms which, for informative and comparative purposes, incorporates all the costs and expenses inherent to the Loans". The amount of the Credit does not include ordinary interest generated by the same, commissions and expenses in favor of third parties arising from the Credit and which must be covered by the CUSTOMER, under the terms of this Contract.

# SECOND. DISPOSITION OF CREDIT.

The credit may be drawn down through any of the following options:

- a) by nominative check in a single exhibition,
- b) by electronic bank transfer to the account of the CUSTOMER,
- c) cash pickup at the bank window,
- d) Cash.

The foregoing in accordance with the terms of the aforementioned Request, which is attached hereto and forms an integral part of this Contract.

# THIRD. CONDITIONS FOR THE AVAILABILITY OF CREDIT.

The parties agree that in order for the CUSTOMER to be able to use the Credit, he must present to the personnel authorized by MONTO FACIL at the "MONTO FACIL BRANCHES" the following documentation in original and copy for its comparison: (i) official identification, (ii) proof of Unique Population Registry Code and/or Taxpayer Identification Number, when the CUSTOMER has them, (iii) proof of address, when the address stated in the request contained in this Contract does not coincide with that of the identification or it does not contain it and, if applicable, (iv) the documentation required according to the Agreement signed between MONTO FACIL and the agency or organization for which the CUSTOMER renders its services .

The CUSTOMER is obliged to, as a condition to dispose of the Credit, subscribe and deliver to MONTO FACIL a Promissory Note in accordance with the provisions of Clause Sixth of the present Contract.

The CUSTOMER expressly accepts as proof of the material delivery of the cash withdrawal made, the documents issued by the credit institution from which the payment of the payment instruction or electronic transfer is made.

In the event that MONTO FACIL issues payment instructions in favor of the CUSTOMER, the latter will be able to use its Credit during the term of 5 (five) working days, counted from the date on which the same has been authorized In the event that the reference number provided by MONTO FACIL to the CLIENT to use the Credit at the bank window, is lost, stolen or obtained by another person by deceit, the responsibility of the CUSTOMER for the misuse or inadequate use of the reference number will cease at the moment in which the CLIENT informs MONTO FACIL, through the Customer Service Center (01800-8387197), of this situation, and as long as the Credit has not been used by means of its collection at the bank window.

# FOURTH. PURPOSE OF THE CREDIT.

The parties acknowledge that the purpose of the Credit is for the CUSTOMER to

MONTO FACIL S.A.P.I. de C.V. SOFOM E.N.R. - - Ignacio Zaragoza No. 1300, departamento A-1, Col. Monterrey Centro, Monterrey, Nuevo León, C.P. 64000. Teléfono (81) 8340-8992 o al 01800-8387197 Lada sin Costo del Interior de la República Mexicana



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use it for personal needs and lawful activities.

# FIFTH. TERM AND FORM OF PAYMENT .

For the purposes of this Contract, the parties agree that the CUSTOMER, without the need for prior demand, notice or demand, will make its payments, the amount, frequency and due date of payment are set forth in the amortization table attached to this agreement. Payments to be made under this Contract must be paid in cash and in local currency at MONTO FACIL's domicile, located at Ignacio Zaragoza Av. 1300 Floor A1 Interior 157, Col. Centro, Monterrey, Nuevo León, C.P. 64000, MONTO FACIL being obliged to deliver, in favor of the CUSTOMER, once the corresponding payment or payments mentioned in this Clause have been made, the respective payment voucher, which must be presented in original for any clarification, when such operations, movements or payments do not appear in MONTO FACIL's accounting or operation records.

Notwithstanding the foregoing, MONTO FACIL agrees with the CUSTOMER that, in order to make the payments corresponding to the Credit granted in its favor by MONTO FACIL, the CUSTOMER will be able to:

Instruct PATRON, with prior authorization signed by THE CUSTOMER, to make the corresponding payroll deductions for payment of the Credit. Payments made in this manner shall be credited on the day they are charged to the CUSTOMER'S salary. If, for any reason, the EMPLOYER is unable to deduct from the CUSTOMER's salary the payment of the installment on behalf of the CUSTOMER, the CUSTOMER authorizes the direct debit of the payments, in accordance with the Mandate for the Authorization for Payment to a Third Party attached to this Contract and forming an integral part of the same.

In case of direct payments to MONTO FACIL's account, these will be credited in the following manner: a) Cash: the same day in which it is received by MONTO FACIL. b) Check payable to a credit institution: the mentioned check will be received by MONTO FACIL except for good collection and, in its case, the amount that covers the same will be credited the following Business Day if the payment is made before 14:00 hours, Central Mexican Time, or at the latest on the second following Business Day if the payment is made after 14:00 hours, Central Mexican Time. c) Electronic transfer of funds: (i) on the same day those made through the Interbank Electronic Payments System (SPEI) or through automatic charges to the bank money deposit account that the CUSTOMER has opened according to the aforementioned authorization; and (ii) the Business Day following the transfer is ordered, if the payment is made through the Electronic Transfers System, d) The account in which the CUSTOMER may make deposits or transfers is the one indicated under number 0190983969, CLABE 012580001909839698, of the bank BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer, Sucursal 0840, in the city of Monterrey, Nuevo León. All payments to be made have as payment deadline the date indicated in the Amortization Table. When the due date for payment is on a non-business day, it will be carried over to the next business day, without the collection of penalties or late payment interest. Payments made by the CUSTOMER will be applied in the following order: a) Taxes, b) If applicable, expenses and costs as determined by the competent judicial authority, c) Commissions, d) Ordinary interest, e) the remainder of principal.

# SIXTH. INTEREST.

## A. ORDINARY INTEREST.

The CUSTOMER is obliged to pay to MONTO FACIL the amounts corresponding to ordinary interests, according to the fixed annual rate established in the Cover Page, and on each date agreed therein. The foregoing, without the need of prior requirement, notification or demand of any kind. In no case may the payment of interest be demanded in advance, but only for overdue periods.

# The interest calculation methodology shall be as indicated in the INTEREST CALCULATION section of this contract.

# SEVENTH COMMISSION .

**A. OPENING COMMISSION** The CUSTOMER is obliged to pay MONTO FACIL, a commission for the percentage indicated in the Cover Page on the amount of the credit for the opening of the same, which will be charged for a single occasion at the moment the CUSTOMER subscribes the present Contract. The amount corresponding to the origination fee is indicated in the Schedule attached hereto, which is an integral part of this contract,

# **B. MANAGEMENT FEE.**

The CUSTOMER is obliged to pay MONTO FACIL an administration fee, equivalent to \_\_\_\_\_% (\_\_\_\_\_ percent) calculated on the total amount of the credit, which will be paid only once at the end of the term, together with the last payment

to be made by the CUTOMER.

# C. COMMISSION FOR COLLECTION EXPENSES.

The CUSTOMER is obliged to pay MONTO FACIL, a commission for the amount indicated on the title page for collection expenses, which will be charged as compensation for the expenses incurred in locating the borrower if he has not indicated a change of address and/or telephone number and the expenses derived from the steps taken to recover debts for each payment not made on time. The amount corresponding to the commission for collection expenses is indicated on the Cover Sheet attached to this contract, which is an integral part of the same.

# EIGHTH. TAXES.

The principal amount and ordinary interest thereon shall be paid by the CUSTOMER without any deduction for any or all taxes, present or future, duties or contributions, whereby the CUSTOMER, if applicable, assumes the obligation to add all those amounts that are necessary or that correspond to any such taxes, taxes or contributions in order for MONTO FACIL to receive, free of any and all deductions, the amounts of principal and interest that the CUSTOMER is obligated to pay under this Agreement and the corresponding Promissory Note.

## NINTH. PREPAYMENTS AND ADVANCE PAYMENTS.

At any time, the CUSTOMER, by itself or through any third party, may make advance payments or pre payments.

MONTO FACIL is obliged to accept prepayments of loans of less than the equivalent of 900,000 UDIS, provided that the CUSTOMER requests it, is current with payments due and the amount of the prepayment is for an amount equal to or greater than the payment to be made in the corresponding period. Payments made by the CUSTOMER before the due date shall be considered as advance payments and not prepayments.

When the CUSTOMER requests to make prepayments, MONTO FACIL will inform him the outstanding balance. This information will be provided in writing if the prepayment is made at any of its branches or by telephone.

Prepayments will be applied exclusively to the Unpaid Principal Balance.

When the amount of the prepayments is not sufficient to amortize the entire Outstanding Balance, the parties agree to reduce the number of payments to be made. MONTO FACIL" shall calculate the amount of interest to accrue, based on the new Outstanding Balance.

Each time the CUSTOMER makes an advance payment, MONTO FACIL shall deliver a proof of such payment, as well as the corresponding amortization table, together with the following account statement. In the case of advance payments for an amount equal to the Unpaid Balance, MONTO FACIL in addition to the proof of payment, shall deliver or keep at the CUSTOMER's disposal the account statement or document stating the end of the contractual relationship and the non-existence of debts derived exclusively from such relationship, within 10 (ten) business days after the payment of the debts has been made or on the following date for calculation of interest indicated on the cover page under the heading "cut-off date".

MONTO FACIL must report to the credit information companies that the account is closed without any debts within the term established by the Law to Regulate Credit Information Companies.

Once the contract is terminated, if there is a balance in favor of the CUSTOMER, it will be delivered on the date of termination of the relationship and in case the CUSTOMER does not go to the branch, MONTO FÁCIL will inform him/her that the balance is at his/her disposal and will be returned to him by payment at the window.

Advance Payments: MONTO FACIL may receive Advance Payments for the purpose of applying them to cover subsequent immediate periodic payments of the loan, provided that there is a written request from the CUSTOMER. When the amount of the payment exceeds the amount to be covered in a period, the CUSTOMER must authorize that the resources delivered in excess of its due obligations are not applied for the prepayment of the principal, but as advance payments, by means of a written document with a handwritten signature that includes the following legend: "The User authorizes that the resources delivered in excess of its due obligations, not be applied to prepayments of principal, but be used to cover in advance the following immediate periodic payments of the Loan."

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When MONTO FACIL receives the payment not yet due for the Period or lower amounts, it will not be necessary to send the letter mentioned in the previous paragraph.

Each time the CUSTOMER makes an advance payment, MONTO FÁCIL will deliver or make available to the CUSTOMER, the statement of account or document to ensure the advance payment and will provide the corresponding proof.

Where the termination of the contract is through another "Financial Entity" it will settle the debit of CUSTOMER according to the information provided by MONTO FACIL and once the debits are covered the latter waives all remaining collection rights that may survive after the time of cancellation.

# TENTH. PAYMENTS IN EXCESS OR REMNANTS.

In the event that, for any reason, the CUSTOMER has made overpayments to EASY MONTO or there is any remnant derived from the Credit, EASY MONTO undertakes to return to the CUSTOMER or, where appropriate, to the beneficiary of the latter, the amounts derived by such concepts, for which he will inform the balance in favor and make it available to him by the means that the CUSTOMER chooses.

# ELEVENTH. INSURANCE AND OTHER BENEFITS.

The parties agree that after offering, explaining and authorizing its conditions, MONTO FÁCILMONTO FACILTO will be authorized to contract on behalf of the CUSTOMER and with cost for the latter, one or more optional insurances that cover the CUSTOMER against the risks of death and unemployment, as well as coverages that guarantee the CUSTOMER road, medical and legal assistance, the combination of some of these or other coverages or benefits that MONTO FACIL will make known to the effect in the corresponding policies. MONTO FACIL will deliver to the CUSTOMER a simple copy of the general conditions of the contracted insurance, as well as the corresponding policy and any other information of the same. The preferential and irrevocable beneficiary of the insurance against death and unemployment risks will be MONTO FACIL. In the case of coverage guaranteeing road assistance, legal medical assistance and discounts, the preferential beneficiary will be the CUSTOMER.

MONTO FACIL will deliver to the CUSTOMER a simple copy of the general conditions of the contracted insurance, as well as the corresponding policy and any other information of In case of loss, the CUSTOMER, his beneficiaries or his relatives shall notify MONTO FACIL no later than 5 working days after the loss and shall immediately contact the assigned adjuster, as indicated in the corresponding insurance policy. The CUSTOMER is obliged to notify his relatives of these insurances, if applicable, so that, in the event of a loss, which for the purposes of the Insurance against risk of death shall be understood as the death of the CUSTOMER, they inform MONTO FACIL, so that it in turn manages the payment of the remainder of the Credit.

The indemnity paid to MONTO FACIL derived from the insurance against death and unemployment risks will be applied to pay the unpaid balance of the Accessories, as well as the monthly payments of the loan that remain unpaid. The remainder, if any, will be paid to the beneficiaries declared by means of the respective request signed by the CUSTOMER.

The lack of contracting and renewal of the insurance policy object of the present clause, or the lack of payment of the corresponding premiums by the CUSTOMER, shall be cause for termination of the present contract at the option of MONTO FACIL.

# TWELFTH. EARLY TERMINATION OF THE LOAN.

The parties agree that the Credit will expire early and immediately, without the need for judicial declaration, prior notice to the CUSTOMER, in the following cases: a) When the CUSTOMER defaults on one or more Amortizations of the Credit, MONTO FACIL reserves the right to immediately apply this cause for early termination or to defer it for as many Amortizations as it deems appropriate b) When the CUSTOMER fails to comply with any of its obligations under the terms of this Contract; c) in the event that the CUSTOMER provides MONTO FACIL with false or incomplete data or documents regarding its payment capacity; d) in the event that the CUSTOMER provides MONTO FACIL with false or incomplete data or documents regarding its payment capacity. d) If the " customer" becomes involved in litigation problems of any kind that affect its solvency or its ability to comply with its obligations under this Agreement. Upon verification of any of the above causes, MONTO FACIL will be in a position to exercise the corresponding legal actions.

Once the totality of the Amortizations are settled, as well as any accessory that may have been generated, MONTO FACIL will deliver at its offices, upon the CUSTOMER's personal request, the promissory note referred to in Clause Sixteen of the present Contract

The CUSTOMER, without any commission or penalty, prior verification of his/her identity through the presentation of a valid official identification and letter of request, may request MONTO FACIL, at any time during the term of this Contract, the early termination of the same, presenting a written request with autographed signature, at any branch or office of MONTO FACIL or at the Specialized Unit of Attention to Users.

MONTO FACIL will provide the CUSTOMER with a folio number as acknowledgement of receipt and will terminate the Contract on the business day following the reception of the request if there are no outstanding debts. Otherwise, MONTO FACIL, at the latest the working day following the day of the reception of the request, will communicate to the CUSTOMER the amount of the debts and within 5 (five) business days following the request, it will make the balance available to the CUSTOMER at the branch or office where the CUSTOMER has submitted the request for early termination and once the debts have been settled, the Contract will be terminated and, if applicable, the direct debit of the CUSTOMER's bank account specified in the Direct Debit Authorization form will be cancelled.

MONTO FACIL will make available to the CUSTOMER, within 10 (ten) working days after the payment of the debts or on the following cut-off date, the Account Statement stating the end of the contractual relationship and the non-existence of debts derived exclusively from such relationship. The termination of the Contract shall not take effect until all debts have been paid in full.

MONTO FACIL will report to the credit information companies that the account is closed without any debit within the 5 (five) business days term established by the Law to Regulate Credit Information Companies.

In case there is a balance in favor of the CUSTOMER upon termination of the contractual relationship, MONTO FACIL shall deliver it to the CUSTOMER on the date of termination of the operation and in case the CUSTOMER does not go to the branch or office of MONTO FACIL, It will inform him that the balance is at his disposal and will be returned by check issued in his name, or electronic transfer to the bank account indicated to MONTO FACIL.

In case the CUSTOMER does not request MONTO FACIL the early termination of the contract and makes the payment of the totality of the credit granted, as well as the amounts that have been generated, MONTO FACIL will deliver the document stating the end of the contractual relationship and the non-existence of debts derived from such relationship within ten working days after the payment of the debts has been made.

When the termination of the contract is through another FINANCIAL ENTITY, the latter will settle the debt of the CUSTOMER according to the information provided by MONTO FACIL and once the debts are covered, MONTO FACIL will waive all remaining collection rights that may subsist after the moment of cancellation.

# THIRTEENTH. CANCELLATION OF THE LOAN.

The CUSTOMER may cancel, without any liability or commission or penalty at its expense, the credit object of this Contract, within 10 (ten) business days after the signature hereof, provided that it has not used or drawn down the credit, returning things to the state in which they were before the signing of this Contract.

# FOURTEENTH. MODIFICATIONS TO THE CONTRACT.

This Contract may be modified whenever MONTO FACIL considers it convenient, provided that it is subject to the following procedure: Thirty calendar days prior to the effective date, it shall notify the CUSTOMER of the proposed modifications by means of a notice included in the corresponding account statement. The notice must specify in a notorious manner the date on which the modifications will take effect. In the event that the CUSTOMER does not agree with the proposed modifications, he/she may request the termination of the Contract up to 60 calendar days after the effective date of such modifications, without any liability or commission, under the conditions originally agreed, having to cover, if applicable, the debts generated until the termination of the operation without MONTO FACIL being able to charge any penalty for such cause, the debts already generated at the date of requesting the termination. In no case may the Sixth and Seventh clauses be modified, since no new Commissions may be established, their amount increased or the interest rates modified, except in the case of restructuring with the express consent of the CUSTOMER.



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Once the aforementioned period of 60 days has elapsed, without MONTO FACIL having received any communication from the CLIENT, the modifications will be considered as accepted.

# FIFTEENTH. ASSIGNMENT AND DENUNCIATION.

The CUSTOMER expressly authorizes MONTO FACIL to assign or discount the documents originated as consequence of the execution of this Contract. Likewise, MONTO FACIL will have, in its case, the right to restrict the amount of the Credit, the term of its disposition or to denounce the Contract at any time, by means of a simple written notice to the CUSTOMER.

## SIXTEENTH. PROMISSORY NOTE.

In this act, the CUSTOMER subscribes in favor of MONTO FACIL a promissory note, which is an integral part of this Contract as Annex "C", with successive maturities corresponding to the payment date of each of the Loan Amortizations according to the Table inserted therein.

The Promissory Note is issued for the amount of the Credit or principal amount thereof, plus the ordinary interest accrued at the rate agreed and expressed in simple annual terms on the Face of this Contract, as well as the corresponding taxes, and in which the periodicity of the payments and the amounts and dates of payment of the principal amount of the Credit, the interest thereof, and the respective taxes are established.

## SEVENTEENTH. NOTIFICATIONS.

For any notification and everything related to this Contract, the CUSTOMER indicates as his/her address the address indicated in the Application, which is attached to this Contract and is an integral part of it. The CUSTOMER is obliged to inform MONTO FACIL in writing any change in its domicile. As long as the CUSTOMER does not notify any change in its domicile, the summons, notifications and other proceedings that may be appropriate will be carried out in the domicile referred to in this Clause. For its part, MONTO FACIL indicates as its domicile for the purposes of summons, notifications and other proceedings that may be appropriate will be carried out in the domicile referred to in this Clause. For its part, MONTO FACIL indicates as its domicile for the purposes of summons, notifications and other proceedings that may be appropriate, the following address Av. Ignacio Zaragoza 1300 Piso A1 Interior 157, Col. Centro, Monterrey, Nuevo León, C.P. 64000.

# EIGHTEENTH. FINAL APPROVAL OF THE CREDIT.

The parties agree that any disbursement by MONTO FACIL under the terms of this instrument is conditioned to MONTO FACIL receiving this Contract and its annexes duly signed by the CUSTOMER. The CUSTOMER at this moment agrees not to make any kind of claim against MONTO FACIL in case the latter does not authorize the Credit due to causes attributable to the former.

# NINETEENTH. RENEWALS.

MONTO FACIL and the CUSTOMER at the request of the CUSTOMER and with the consent of MONTO FACIL may enter into renewals of the Contract (the "RENEWALS" or "RENEWAL"), for the same Credit Amount, as well as with the same financial conditions indicated on the Cover Page by means of the subscription of the "Consent to Renewal" form, which is also attached as an annex to this Contract, being the same or any other manifestation of express consent permitted by the applicable legislation in force, in which the new Credit Amount and term of the same are indicated, in the understanding that (i) such RENEWAL shall in no way constitute or should be construed as a novation of the Contract. (ii) MONTO FACIL shall assign a new identification number of the "Credit", (iii) MONTO FACIL shall assign a new identification number of the "Credit", for administrative purposes but with reference to the Credit that was renewed, (iii) the proceeds of the RENEWAL of the Contract shall be applied to the payment of any indebtedness at the time of the corresponding RENEWAL, and (iv) the RENEWAL shall constitute for MONTO FACIL a credit right different from the credit right prior to the RENEWAL.

## TWENTIETH. EXECUTIVE TITLE.

This Contract, together with the account statement certified by MONTO FACIL's accountant, constitutes an enforceable title under the terms of Article 87-F of the General Law of Credit Organizations and Auxiliary Activities.

### TWENTY-FIRST. STATEMENTS OF ACCOUNT AND CLARIFICATIONS.

The CUSTOMER may request, at any time through the branch network, the account statement of his credit that MONTO FACIL will issue every six months within 10 days after the corresponding cut-off date, in substitution of the obligation to send it to the CUSTOMER's home address, in the understanding that the CUSTOMER may request at any time the delivery of the account statement to his/her home address and consult balances, transactions and movements at MONTO FACIL's Specialized User Service Unit (UNE), located at Av. Ignacio

Zaragoza 1300 Piso A1 Interior 157, Col. Centro, Monterrey, Nuevo León, C.P. 64000, or by email to <u>une@gocredit.mx</u> or by calling 01800-8387197 to the UNE Holder from Monday to Friday from 9:00 a.m. to 5:00 p.m., with prior identification to the satisfaction of MONTO FACIL. The aforementioned account statement shall reflect the payments made both for interest and principal and any other concept, as well as the debit balance updated to the cut-off date of the immediately preceding month, the cut-off date, which is also indicated on the cover page of this agreement.

For the purpose of formulating any clarification, inquiry (including information on balances, transactions and movements), disagreement, claim or complaint regarding the information contained in the account statement or any event arising from the opening of credit under this Agreement, the CUSTOMER may do so through the **Specialized Customer Service Unit**,

The process to present before the SPECIALIZED UNIT any doubt, general consultation of the contracted product, consultation of balances, transactions, movements, clarification, request, disagreement, or complaint may be made at any time, in writing with a handwritten signature and prior identification, stating your request or disagreement and accompanying it with the contract and attachments of the product or service contracted, as well as a copy of a valid official identification, once the above documentation is received, it will be answered within the terms determined by the Law for Protection and Defense of Financial Services User (Ley para la Protección y Defensa al Usuario de Servicios Financieros).

For a clarification or claim, the CUSTOMER has a term of 90 (ninety) calendar days from the event that gave rise to it or from the date of calculation of interest, adhering to the following Procedure, provided in Article 23 of the Law for the Transparency and Regulation of Financial Services, the procedure for attention provided therein is transcribed and to which MONTO FACIL is subject to.

"I. When the Customer does not agree with any of the movements appearing in the respective account statement or in the electronic, optical or any other technology means agreed upon, he/she may submit a request for clarification within ninety calendar days from the cut-off date or, if applicable, from the date the transaction or service was performed.

The respective request may be submitted to the branch where the account is located, or to the specialized unit of the institution in question, in writing, by email or any other means by which its receipt can be reliably verified. In all cases, the institution shall be obliged to acknowledge receipt of such request.

In the case of amounts payable by the Customer through any mechanism determined for such purpose by the National Commission for the Protection and Defense of Financial Service Users in general provisions, the Customer shall have the right not to make the payment whose clarification is requested, as well as any other amount related to such payment, until such time as the clarification is resolved in accordance with the procedure referred to in this article.

II. Once the request for clarification has been received, the institution shall have a maximum term of forty-five days to deliver the corresponding opinion to the Customer, attaching a simple copy of the document or evidence considered for the issuance of such opinion, based on the information that, in accordance with the applicable provisions, must be in its possession, as well as a detailed report answering all the facts contained in the request submitted by the Customer. In the case of claims related to transactions made abroad, the term provided for in this paragraph shall be up to one hundred and eighty calendar days.

The aforementioned opinion and report must be made in writing and signed by authorized personnel of the institution. In the event that, according to the opinion issued by the institution, the collection of the respective amount is appropriate, the Customer must make the payment of the amount payable, including ordinary interest as agreed, without the collection of default interest and other accessories generated by the suspension of payment in terms of this provision.

III. Within forty-five calendar days from the delivery of the report referred to in the preceding section, the institution shall be obliged to make available to the Client at the branch where the account is located, or at the specialized unit of the institution in question, the file generated in connection with the request, and to include in it, under its strictest responsibility, all the documentation and information that, in accordance with the applicable provisions, must be in its possession and that is directly related to the corresponding request for clarification and does not include data corresponding to operations related to third parties;



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IV. In the event that the institution does not give a timely response to the Customer's request or does not deliver the detailed opinion and report, as well as the documentation or evidence referred to above, the National Commission for the Protection and Defense of the Users of Financial Services shall impose a fine in the terms set forth in section XI of article 43 of this Law for an amount equivalent to the amount claimed by the Customer in terms of this article, and

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

The foregoing is without prejudice to the right of Customers to appeal to the National Commission for the Protection and Defense of Users of Financial Services or to the corresponding jurisdictional authority in accordance with the applicable legal provisions, as well as the sanctions to be imposed on the institution for non-compliance with the provisions of this article. However, the procedure provided for in this article will be without effect from the moment the Client files its claim before a jurisdictional authority or conducts its claim in terms and terms of the Law for the Protection and Defense of the Financial Services User".

The foregoing does not limit the right of the CUSTOMER to go before the National Commission for the Protection and Defense of Users of Financial Services, with web page www.gob.mx/condusef, phone: 53400999 for Mexico City or 01 8000 999 8080 for the whole Republic, and email asesoria@condusef.gob.mx.

# TWENTY-SECOND. THIRD.

This Contract is for a fixed term, which term begins on the date of signature of this instrument and will end on the Last Payment Deadline of the last amortization of the loan according to the Amortization Table inserted in the Promissory Note; however, it will produce all its effects until the day on which the obligations that the CUSTOMER incurs in terms of the Contract and its annexes are fully complied with at its own expense. It shall not be extendable, unless both parties agree in writing.

# TWENTY-THIRD. APPLICABLE LAW AND JURISDICTION.

For the interpretation and fulfillment of the present Contract, the parties expressly submit to the jurisdiction and competence of the Courts of the city of signature of the present contract, renouncing the CUSTOMER to the jurisdiction that could correspond to him due to his present or future domicile. MONTO FACIL declares that it informed the CUSTOMER of the content of the present contract and of each and every one of the documents referred to in the same and its scope, as well as the charges, commissions, **CAT** and other conditions and terms applicable to the contracted credit. With full knowledge of the legal and economic scope of the above clauses, without coercion based on duress, economic necessity or any other situation or condition, the parties sign this contract in a single act, in two autographic copies, one in possession of the CUSTOMER and the other in possession of MONTO FACIL, in the city and on the day indicated in the Application. Place and date that are considered for all legal effects, as place and date of signature of the contract.

# INTEREST CALCULATION

The applicable interest will be calculated according to the methodology selected by the CUSTOMER from the following ones:

**Υ** Calculation of Interest: For the calculation of ordinary interest for each installment, the fixed ordinary annual interest rate indicated on the Cover Page and at the end of this clause shall be divided by 360, the result shall be multiplied by the number of days effectively elapsed and the percentage obtained shall be multiplied by the unpaid balance of the loan, the product of said operation will be the amount of ordinary interest to be paid by the CUSTOMER to MONTO FACIL for each of the periods indicated in the amortization table that is part of the present contract.

**Υ** Calculation of Interest: For the calculation of ordinary interest for each installment, the fixed ordinary annual interest rate indicated on the Cover Page and at the end of this clause shall be divided by twelve and the result in percentage shall be multiplied by the original balance of the loan, the product of such operation will be the amount of ordinary interest to be paid by the CUSTOMER to MONTO FACIL for each of the periods indicated in the amortization table that is part of this contract. MONTO FACIL will not be able to demand the payment of interests in advance, but only for overdue periods.

# ANNUAL INTEREST RATE. ORDINARY FIXED RATE \_\_\_\_\_%

# Customer Name

ANNUAL INTEREST RATE. MORATORIUM RATE DOES NOT APPLY.

# **MONTO FACIL**

CUSTOMER SIGNATURE

# NAME AND SIGNATURE OF LEGAL REPRESENTATIVE

# **\*VENDORS ARE NOT ALLOWED TO RECEIVE CASH\***



Customer No.

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# **CREDIT COVER PAGE**

Product Commercial Nan	Product Commercial Name: Payroll Credit						
Type of Credit:				le Credit			
		NARY ANNUAL EREST RATE		AMOUNT OF CREDIT	TOTAL AMOUNT PAYABLE		
%o without IVA (For information and comparison		ORDINARY: % d without IVA		\$ National Currency	\$ National Currency		
TERM OF    paym       CREDIT     Υ Weekly Υ Fourteen-mont       Υ Biweekly Υ Monthly		Deaunite payment.		an e a th	y of the Υ Quadrennial: on the 1st and 14th of the month onth Υ Weekly: Monday of each week		
	•			RELEVANT C	OMMISSIONS		
Opening commission:			(	% on the amount of c			
Commission for Collection	on Expens	ses	\$500	(Five hundred pesos	00/100 MN) for each payment not ma	ade on time	
Other Commissions	•		For other commissions, see Clause SEVENTH				
				WAR	NING		
Failure to meet your obliga Contracting credit that exce							
				INSUR	ANCE		
Death insurance (optional)     Insurance:     Clause: Eleventh					Clause: Eleventh		
Unemployment risk insurar	nce (optior	nal)	Insurance:			Clause: Eleventh	
Road, medical, legal assist	ance insu	rance (optional)	I) Insurance:			Clause: Eleventh	
				ACCOUNTS	TATEMENT		
Send to: address       Consultation: via internet       Consultation: via internet       UNE Consultation: _X							
Clarifications and Complaints:							
Specialized Unit of Attention to Users (UNE) Address: Ignacio Zaragoza No. 1300, Piso A-1, interior 157 Col. Monterrey Centro, Monterrey, Nuevo León, C.P. 64000. Telephone: 01800-8387197. E-mail address: <u>une@gocredit.mx</u> WebPage: www.gocredit.mx							
Registration of Adhesi	on Cont	racts Numbe	<b>r:</b> 5	649-439-015909/09-0	6900-1217		
National Commission for the Protection and Defense of Financial Services Users (Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros) (CONDUSEF). Telephone: 01 800 999 8080 and 53 400 999. Web Page: www.gob.mx/condusef							



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# LOAN APPLICATION

Credit Amount	Term	Freque			Periodical Payme	nt	Total Due		Rate	% □ Normal
\$		-	□ 14 □ 15	□ 30	\$					
Product	Branch		ation Date		Reference				Agreement	
Assesor No. A	ssesor Name				Bank		Bank	Account (18 d	lígits)	
Credit Disposition   Nomin	nal check 🛛 Tra	insfer 🗆 \	Window 🗆	Cash						
Customer Data										
ID Affiliation Last Name	Э	I	Maternal Las	t Name		First Name			Second Nam	e
Type of Identification	No. de Identifica	ation	Sex	Nacionality		Marital State	IS		State of Birth	
□ IFE □ Other:					an					
Date of Birth	RFC					CURP (18 d	íaits)			
DD MM YYYY							igito)			
Email Address			Cell Phone	(10 dígita)		Tolophone A	lessages (10 c	lígito)	Country of I	Dirth
				(10 digits)			lessages (10 c	ligits)		
Spouse Information										
Spouse's Paternal Surname	S	pouse's Mo	ther's Maider	n Name		First Name	of Spouse		Middle Name	of Spouse
Address Data	•					1				
Type of Property	S	treet						Exterior No.		Interior No.
□ Own □ Rent □ Company										
Crossings					Colony					Country
										Mexico
State	City			Zi	p Code I		Home Phone	(10 dígits)	Cor	tact Hours
Employment Data						West O	4			
Job Title						Work C	enter			
Manthelia Onlandi - Engelsion					etired   Eventua			م من زمان ما ر	Oire de Nere	!-
Monthly Salary Employm	ent Telephone (10	dígits) Ext	. 0	ccupation		Fecha de l	AAAA	Actividad	o Giro de Neg	DCIO
				<b>-</b>						
Street				Exterior N	lo. Ir	nterior No.	Colon	У		
O sumtra Otata		0:1				Maria	in - 114 -			7:
Country State		City	у			wunic	ipality			Zip code
Mexico										
References										
Name of Reference			Relatio	onship		Home Pho	ne (10 dígits)		Cell Phone (	10 dígits)
Name of Reference			Relatio	onship		Home Pho	ne (10 dígits)		Cell Phone (	10 dígits)
Name of Reference			Relatio	onship		Home Pho	ne (10 dígits)		Cell Phone (	10 dígits)
Name of Reference			Relatio	onship		Home Pho	ne (10 dígits)		Cell Phone (	10 dígits)
									1	



Customer No.

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# **Destination of Credit**

□ Debt Payment □ Personal Expenses □ Medical Expenses □ Home Improvement □ Other:

Has or has had MF credit? □ Yes 

# Know your Customer

By signing this application and under oath, I declare and state that: 1) The data and other information provided in this application are true and correct; 2) I have read and received the Application, Cover Sheet, Adhesion Contract, Privacy Notice and Amortization Table attached to this application, I understand the contents and scope of this agreement and agree to the terms and conditions set forth in this contract.; 3) In the event that this application is approved, I agree to consider the aforementioned Contract as executed, valid and in force under the terms and conditions thereof; 4) I ratify the declarations and expressions of will referred to in this paragraph with my signature at the bottom of the aforementioned Contract; 5) I am acting in the present application on my own behalf and account 6) In the event that any of the information contained in this application is incorrect or false, in addition to the civil and criminal consequences of the foregoing, the process will be suspended and the requested credit will be denied.

By its own right declaration of ownership of resources, the CUSTOMER hereby declares under oath that in the contracting of the loan it acted as follows: T In its own name and on its own account, stating that the resources with which it will make the payment of the obligations derived from this Contract are its property and of lawful origin, and in the event that such resources are the property of a third party, it undertakes to notify MONTO FACIL, S.A.P.I. de C.V., SOFOM E.N.R. of such situation and the name of the third party in question. In the name and on behalf of a third party  $\Upsilon$  In the name and on behalf of a third party. Name

Do you perform or have you performed prominent public functions in a foreign country or on national territory, including but not limited to heads of state or government, political leaders, high-ranking government, judicial or military officials, senior executives of state-owned companies, or important officials or members of political parties? Period

ľNo	rYes	Position	

Are any of your relatives up to the second degree of c	onsanguinity or affinity in the a	aforementioned situation? $\Upsilon$ No	rYes
Name	Position	Relationship	Period

# Declarations

By signing this application and under oath, I declare and state that: 1) The data and other information provided in this application are true and correct; 2) I have read and received the Application, Cover Sheet, Adhesion Contract, Privacy Notice and Amortization Table attached to this application, I understand the content and scope of the same and I agree with the terms and conditions set forth in said contract; 3) In the event that this application is approved, I agree to consider the aforementioned Contract as executed, valid and in force under the terms and conditions thereof; 4) I ratify the declarations and expressions of will referred to in this paragraph with my signature at the bottom of the aforementioned Contract; 5) Acting in the present application on its own behalf and for its own benefit 6) In the event that any of the information contained in this application is incorrect or false, in addition to the civil and criminal consequences that this may cause, the process will be suspended and the requested credit will be denied.

Customer Name	
---------------	--

Date

CUSTOMER SIGNA	TURE

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Customer No.

# AUTHORIZATION TO REQUEST CREDIT REPORTS

I hereby expressly authorize MONTO FACIL, S.A.P.I. de C.V., SOFOM, E.N.R., through its authorized officers, to carry out investigations on my credit behavior or that of the Company I represent in Circulo de Crédito, S. A. SIC and/or TransUnion de México, S. A. SIC and/or Dun&Bradstreet, S.A. SIC.

I also declare that I know the nature and scope of credit bureaus and the information contained in credit reports and special credit reports, I declare that I know the nature and scope of the information that will be requested, the use that MONTO FACIL, S.A.P.I. de C.V., SOFOM, E.N.R., will make of such information and that it may make periodic inquiries about my history or that of the company I represent, consenting that this authorization shall be in effect for a period of 3 years from the date of its issuance and in any case for as long as the legal relationship is maintained.

In case the applicant is a legal entity, I declare under oath to be the legal representative of the company mentioned in this authorization, stating that as of the date of signature of this authorization, the powers of attorney have not been revoked, limited or modified in any way.

Authorization for: Individual (PF) Individual with Business Activity (PFAE) Legal Entity (PM)

Name of the applicant (Natural Person or	Company Name of Legal Entity)	In the case of a Legal Entity, name of the Legal Representative:	
RFC or CURP:			
Street:	External Number	Interior Number	Colony:
City:	State:	Zip code	Telephone (s):
Place and Date on which the authorizatio	n is signed:		Name of the official requesting the authorization:

"I am aware and agree that this document remains in the custody of MONTO FACIL, S.A.P.I. de C.V., SOFOM, E.N.R. and/or Sociedad de Información Crediticia consulted for purposes of control and compliance with Article 28 of the Law to Regulate Credit Information Companies; which states that the Companies may only provide information to a User when the User has the express authorization of the Customer by means of an autographic signature."



For the exclusive use of MONTO FACIL, S.A.P.I. de C.V., SOFOM, E.N.R.:					
BC Consultation Date:	BC Consultation Folio:				
BC Consultation Date:	BC Consultation Folio:				

Attach: Photocopy of valid official identification with photograph and signature.



Customer No.

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# **IRREVOCABLE MANDATE OF AUTHORIZATION FOR PAYMENT TO A THIRD PARTY**

By means of this MANDATE I hereby authorize and grant special power of attorney with all the necessary legal facilities to (hereinafter referred to as the

In the event that the employment relationship with the EMPLOYER is terminated for any reason, whether due to dismissal, resignation, permanent disability or retirement, or there is a separation due to leave of absence or interim, I expressly authorize the EMPLOYER to withhold from my settlement or severance payment, the amount corresponding to the unpaid balance of the Credit and deliver it, in my name and on my behalf, to MONTO FACIL for the settlement of the credit.

In the event that the credit right is transferred to a third party (Assignee), I authorize and instruct the EMPLOYER, in my name and on my behalf, to pay the amounts withheld by virtue of this mandate to the Assignee or to whomever the latter may designate, for the payment of the unpaid balance of the Credit.

Furthermore, by means of this mandate, I hereby grant the EMPLOYER a power to substitute powers and may reserve the exercise of such powers for himself. The validity of this power of extends until the total liquidation of the amount of the claim.

# **IMPORTANT NOTICE**

I hereby expressly authorize MONTO FACIL S.A.P.I. DE C.V. SOFOM E.N.R. to promote the discounting of my earnings for an amount greater than 30%, derived from the credit commitments that I have established with them. I also declare that the purpose of the loan is for the acquisition, construction, repair, or improvement of my home and to improve the quality of life of my family. I declare that I have other income, so this discount does not affect my family budget.

Name of Principal

**Compliance Reciept** 

# SIGNATURE OF THE PRINCIPAL

HUMAN RESOURCES DEPARTMENT				
No. Payments	Name and signature of Human Resources	Certification Seal		
Periodic Retention				



Customer No.

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# AUTHORIZATION OF DIRECT DEBIT

I request and authorize that based on the information indicated in this communication, periodic charges be made to my account in accordance with the following: Costumer's Name: RFC Receipt concept:

MONTO FACIL, S.A.P.I. de C.V.,	SOFOM, E.N.R.	MFA-110429-MT9	Préstamo MONTO FACIL	
Payment Periodicity (invoicing)	Receiving bank	Ma	aximum fixed amount of the billing charge:	
□ Weekly □ Quarterly □ Bi-weekly □ Monthly		\$		
CLABE No.		Debit Card No.		

I authorize the Receiving Bank to make payments on my behalf for the items detailed in this document, charged to the bank account identified by the CLABE or debit card number indicated in the heading. I agree that the Receiving Bank shall be released from all liability if the Supplier were to take any action against me, derived from the Law or the Contract we have entered into, and that the Receiving Bank shall not be obliged to make any claim against the Supplier; nor to file any kind of recourse against fines, penalties or undue charges, all of which, if necessary, shall be enforced by me. The Receiving Bank shall also not be liable if the Supplier does not deliver the service vouchers in a timely manner, or if the payments are made late for reasons beyond the Receiving Bank's control, which shall be free to cancel this service if my account does not have sufficient funds to cover one or more of the payments required by the Supplier, or if it is blocked for any reason whatsoever.

the payment of the existing debts under the Simple Renewable Credit Contract (the "Credit Contract") entered into between the Customer and the Supplier is completed, in the understanding that in the event of renewals of the credit in accordance with the provisions of such Credit Contract, this authorization shall be deemed renewed and shall be applicable again as from the renewal date for up to the same number of recurring charges, amounts and periodicity thereof in accordance with the provisions of this paragraph. I am aware that at any time I may request cancellation of this direct debit authorization at no cost to me, however, I agree in good faith not to change or cancel the account I am listing on this application during the term of this credit. If it is necessary to change or cancel the account mentioned in the previous paragraph, I commit myself to notify MONTO FACIL, S.A.P.I. de C.V., SOFOM E.N.R. ("MONTO FACIL") and provide you with the new account number so that you may continue to charge me the amounts corresponding to the Contract I have with you. In accordance with the above, I unconditionally authorize MONTO FACIL or any assignee or successor thereof, to make the collections established in the application, in the Promissory Note and in the Contract, in the new account that I provide to MONTO FACIL or, to any future account that I may have in any bank, until the total of my debt with MONTO FACIL or any assignee or successor thereof is paid in full. For purposes of the above, the person who receives the information related to a new or future account must extend an acknowledgment of receipt in my favor.

Name of holder	Date

HOLDER'S SIGNATURE	





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# PRIVACY NOTICE AND TRANSFER OF PERSONAL DATA

MONTO FACIL S.A.P.I. de C.V. SOFOM E.N.R. ("MONTO FACIL") with address in Av. Ignacio Zaragoza 1300 Piso A1 Interior 157, Col. Centro, Monterrey, Nuevo León, C.P. 64000, is responsible for collecting your personal data and for the use and protection given to them, in this regard we inform you as follows:

### I. PURPOSE OF THE USE OF YOUR PERSONAL DATA

MONTO FACIL, may collect your personal data in different ways: when you provide it to us directly; when you visit our website or use our online services, and/or when we obtain your information through other sources that are permitted by law. The personal data we collect from you will be used in a responsible manner for the following purposes, which are necessary for the delivery and provision of service(s) and/or credit product(s) that we will provide to you:

- a. Identification and knowledge of the CUSTOMER of credit products and/or services.
- b To carry out the and/or consultations in the Credit Information Companies of the credit b)
- information and credit history of the applicant of the services and/or credit products. c. To prevent and/or detect fraud or other illicit conducts to the detriment of "MONTO FACIL" c) and/or the CUSTOMER of the services and/or credit products.
- d. For the contracting of insurance by "MONTO FACIL" and/or CUSTOMER of the services d) and/or credit products. Of a mandatory nature and/or set related to the services and/or credit products that are independent, derived from and/or additional to these.
- e. To carry out the extrajudicial and/or judicial collection of the Contract related to the services e) and/or credit products; whether independent, derived and/or additional to these.
- f) f. The statistics, marketing and/or reporting of and/or by "MONTO FACIL", regarding the quality of the services and/or credit products that have been requested and/or contracted.
- In addition, we will use your personal information for the following purposes that are not necessary for the service provided, but that allow and facilitate us to provide you with better service:
- To make known, advertise, promote and/or market by telephone and/or electronic means to a) the CUSTOMER of services, credit products, assets, products and/or services offered by "MONTO FACIL"
- b) For the elaboration, analysis and/or evaluation of statistics, marketing, quality and/or reporting of the assets, products and/or services offered by "MONTO FACIL"
- If you do not express your opposition to the transfer of your personal data, it will be assumed c) that you have given your consent and have read, understood and agreed to the above terms.

### **II. PERSONAL DATA WE WILL BE USING**

In order to comply with the purposes described in this privacy notice, "MONTO FACIL" may require the following personal data:

- Personal information: Name, address, telephone number, e-mail address, signature, RFC, a) CURP, date of birth, age, nationality, marital status.
- b) Occupational data: Job title, address, e-mail address and work telephone number.

### **III. PATRIMONIAL DATA AND SENSITIVE PERSONAL DATA**

In addition to the aforementioned personal data, for the purposes informed in this Privacy and Personal Data Transfer Annex, "MONTO FACIL", will use patrimonial data about income and expenses, as well as personal data considered as sensitive such as union membership, which require special protection and your express written consent, through your autograph signature, electronic signature, or any authentication mechanism established for that purpose to be used such as union membership.

"MONTO FACIL", undertakes that they will be treated under security measures, always ensuring confidentiality. I give my consent for my sensitive personal data to be treated in accordance with the provisions of this privacy notice.

### IV. THE TRANSFER OF PERSONAL INFORMATION

We inform you that your personal data may be shared, transferred and processed inside and outside the country, by people other than this company in the following cases:

- Controlling companies, subsidiaries or affiliates of "MONTO FACIL", or a matrix company; with purposes of centralized safeguard of the information, control of registrations and cancellations, changes on the scope of its Credit; as well as for the realization of statistics of the users of the responsible, with the purpose of evaluating, improving and designing new services for such users.
- b) Non-affiliated third parties (service providers), with the unique and exclusive purpose of assisting the responsible party in the execution of the services related to its services and/or credit products; when:
  - Ι. MONTO FACIL; assigns, transmits, transfers, affects, encumbers and/or negotiates in any form, the rights, services and credit products requested.
- If such third parties are successors and/or beneficiaries of the rights, services and credit Ш. products;
- Whether such transfer is mandatory, necessary and/or advisable in connection with and/or in III. relation to the rights, services and/or credit products requested.
- When it is required and/or convenient, due to the commercial and/or business relations it has IV. with such third part.
- V. If you do not express your opposition so that your personal data can be shared, transferred and treated inside and outside the country, by persons other than "MONTO FACIL", it will be understood that you have given your consent to do so and have read, understood and agreed to the terms above.

### V. DE ACCESS, RECTIFICATION, OPPOSITION OF USE AND / OR CANCELLATION OF YOUR PERSONAL DATA

You have the right to know what personal information "MONTO FACIL" has about you, what it is used for and the conditions of use (Access). Likewise, it is your right to request the correction of your personal information in case it is outdated, inaccurate or incomplete (Rectification); to request its removal from the records or databases of "MONTO FACIL", when you consider that it is not being used in accordance with the principles, duties and obligations under the regulations (Cancellation): as well as to oppose the use of your personal data for specific purposes (Opposition). These rights

are known as ARCO rights. To execute any of the ARCO rights, you must submit the respective request at:

datos@gocredit.mx For this purpose, "MONTO FACIL" requires you to contact its Department of Personal Data Protection (the "Department") located at Av. Ignacio Zaragoza 1300 Piso A1 Interior 157, Col. Centro, Monterrey, Nuevo León, C.P. 64000, telephone (81) 83408992 or 01800-8387197 (toll free), from Monday to Friday from 9:00 to 19:00 hours or through the following e-mail address datos@gocredit.mx

### VI. REVOCATION OF YOUR CONSENT TO THE USE OF YOUR PERSONAL DATA

You may execute your ARCO rights for the processing of your personal data. Nevertheless, it is important that you take into consideration that not in all cases your request can be attended or the use can be concluded immediately, since it is possible that due to some legal obligation it is required to continue processing your personal data. Likewise, you should consider that for certain purposes, the revocation of your consent will imply that "MONTO FACIL" will not be able to continue providing the service and/or credit product you requested, or the conclusion of your relationship with "MONTO FACIL".

To revoke your consent you should contact "MONTO FACIL", through its Department of Personal Data Protection (the "Department") located at Av. Ignacio Zaragoza 1300 Piso A1 Interior 157, Col. Centro, Monterrey, Nuevo León, C.P. 64000, telephones (81) 83408992 or 01800-8387197 (toll free), from Monday to Friday from 9:00 to 19:00 hours or through the following e-mail address datos@gocredit.mx

### VII. LIMITING THE USE OR DISCLOSURE OF YOUR PERSONAL INFORMATION

You may limit the use and disclosure of your personal information by contacting our Personal Data Protection Department, located at Av. Ignacio Zaragoza 1300 Piso A1 Interior 157, Col. Centro, Monterrey, Nuevo León, C.P. 64000, telephone (81) 83408992 or 01800-8387197 (toll free), Monday through Friday from 9:00 to 19:00 hours or by e-mail at the following e-mail address datos@gocredit.mx

Additionally, to limit the use and disclosure, either by canceling or opposing the processing of your personal information, you can use the options provided, if any, in the Privacy Notice of "MONTO FACIL", which is available on its website: www.gocredit.mx and is the basis of the present Annex.

### VIII. THE USE OF TECHNOLOGIES AND/OR AUTOMATIC MEANS USED TO COLLECT YOUR PERSONAL DATA N OUR WEB SITE

MONTO FACIL" uses cookies and other technologies to simplify navigation through the website www.gocredit.mx. Cookies are a tool used by web servers to store and retrieve information that are stored in the browser used by users or visitors to the website that allow monitoring your behavior as a user and save your personal preferences to provide a better browsing experience.

Cookies have an expiration date, which can range from the duration of the session or visit to the website to a specific date after which they cease to be operational. The cookies used in www.gocredit.mx are only associated with an anonymous User and his computer equipment, they do not provide references that allow to deduce the name and surnames of the User, they cannot read data from his hard disk or include viruses in their texts.

You can configure your browser to automatically accept or reject all cookies or to receive an onscreen warning about the reception of each cookie and decide at that moment whether or not to place it on your hard drive. We suggest you consult the support section of your browser to learn how to change the settings on acceptance or rejection of cookies. Even if you configure your browser to reject all cookies or expressly reject cookies www.gocredit.mx you can continue browsing the website with the only drawback of not being able to enjoy the functionality of the site that require the installation of any of them. In any case, you can delete cookies from www.gocredit.mx implanted on your hard drive at any time by following the procedure established in the help section of your browser.

## IX. OF MODIFICATIONS, UPDATES AND/OR CHANGES TO THE PRIVACY NOTICE.

"MONTO FACIL", informs you that the privacy and personal data transfer policies of the present annex, which are derived from, agree with and obey the Privacy Notice published on its website and in force at the time you request, acquire and/or contract the services and/or credit products; may undergo modifications, changes or updates derived from new legal requirements; from "MONTO FACIL"'s own needs for the products or services it offers; from privacy practices; from changes in its business model, or from other causes at any time and under its complete discretion.

In such cases, "MONTO FACIL" will publish such changes in the web site www.gocredit.mx and may also communicate such changes via e-mail, when such means has been established as a communication channel between you and "MONTO FACIL" during the validity of the relations deriving from services and/or credit products that have been requested.

If you do not manifest your opposition for your sensitive personal data to be transferred, it will be assumed that you have given your consent to do so and have read, understood and agreed to the terms set forth above.

Customer Name:

# CUSTOMER SIGNATURE

Customer No.



No. RECA: 5649-439-015909/09-06900-1217

# TRANSCRIPTION OF ARTICLES OF CODES AND LAWS

GENERAL LAW ON CREDIT ORGANIZATIONS AND AUXILIARY CREDIT ACTIVITIES Article 56.- The inspection and supervision of regulated auxiliary credit organizations, exchange houses and multiple purpose financial companies is entrusted to the National Banking and Securities Commission, which will have, in all matters not opposed to this Law, with respect to such regulated auxiliary credit organizations, exchange houses and multiple purpose financial companies, all the powers conferred by the Law of Credit Institutions for Multiple Banking Institutions, which will be carried out subject to the provisions of its law, the respective Regulations and other applicable provisions.

With respect to unregulated multiple purpose financial companies, exchange centers and money transmitters, the inspection and surveillance of these companies will be carried out by the Commission, exclusively to verify compliance with the provisions referred to in Article 95 Bis of this Law and the general provisions derived therefrom.

Credit auxiliary organizations and exchange houses must submit to the Ministry of Finance and Public Credit and to the National Banking and Securities Commission, in the form and terms established for such purpose, the reports, documents and evidence on their organization, operations, accounting, investments or assets requested for purposes of regulation, supervision, control, inspection, surveillance, statistics and other functions that, in accordance with this law or other legal and administrative provisions, they are required to perform.

Article 87-F.- The contract in which the credit, financial leasing or financial factoring granted by multiple purpose financial companies is recorded, provided that such instrument is accompanied by the certification of the respective account statement referred to in the preceding article, will be an enforceable commercial title, without the need for acknowledgment of signature or any other requirement whatsoever. In the case of financial factoring, in addition to the respective contract, multiple purpose financial companies must present the documents evidencing the credit rights transferred by virtue of such transaction, as well as the notification to the debtor of such transfer when it must be made in accordance with the applicable provisions. The statement of account referred to in the first paragraph of this article must contain information on the identification of the Contract or agreement containing the credit, financial factoring or leasing granted; the initial capital drawn down or, as the case may be, the amount of the rentals determined; the capital or, as the case may be, the unpaid past-due rents; the capital or, as the case may be, the rents pending to be paid; the interest rates of the credit or, as the case may be, the variability of the rent applicable to the rents determinable at each payment period; the default interest generated; the interest rate applicable to default interest, and the amount of accessories generated.

# LAW FOR THE TRANSPARENCY AND REGULATION OF FINANCIAL SERVICES

Article 23.- In all operations and services that Financial Institutions enter into through Mass Adhesion Contracts and up to the maximum amounts established by the National Commission for the Protection and Defense of Users of Financial Services in general provisions, they must provide their Clients with the necessary assistance, access and facilities to attend to clarifications related to such operations and services.

For this purpose, without prejudice to other procedures and requirements imposed by other financial authorities empowered to do so in connection with transactions within their competence, the following shall apply in all cases:

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

The respective request may be submitted to the branch where the account is maintained, or to the specialized unit of the institution in charge, in either written form, by e-mail or any other method by which its receipt can be reliably verified. In all cases, the institution shall be obligated to acknowledge receipt of such request. In the case of amounts payable by the Customer through any mechanism determined for such purpose by the National Commission for the Protection and Defense of Users of Financial Services in general provisions, the Customer shall be entitled not to make the payment whose clarification is requested, as well as any other amount related to such payment, until such time as the clarification is resolved in accordance with the procedure referred to in this article;

II. Once the request for clarification has been received, the institution will have a maximum term of forty-five days to deliver the corresponding opinion to the Customer, attaching a simple copy of the document or evidence considered for the issuance of such opinion, based on the information that, in accordance with the applicable provisions, must be in its possession, as well as a detailed report in which all the facts contained in the request submitted by the Customer are answered. In the case of claims related to transactions carried out abroad, the term provided for in this paragraph shall be up to one hundred and eighty calendar days. The aforementioned opinion and report must be made in written form and signed by the institution, the collection of the respective amount is appropriate, the Client must pay the amount due, including ordinary interest as agreed, without the collection of default interest and other accessories generated by the suspension of payment made under the terms of this provision;

**III.** Within forty-five calendar days from the date of delivery of the opinion referred to in the preceding section, the institution shall be obligated to provide the Customer with the file generated as a result of the request at the branch where the account is located, or at the specialized unit of the institution in each case, as well as to integrate therein, under its strictest responsibility, all the documentation and information which, in accordance with the applicable provisions, must be in its possession and which is directly related to the corresponding

request for clarification and without including data corresponding to operations related to third individuals;

**IV.** In the event that the institution does not give a punctual response to the Customer's request or does not deliver the detailed opinion and report, as well as the aforementioned documentation or evidence, the National Commission for the Protection and Defense of Financial Services Users shall impose a fine in the terms set forth in section XI of article 43 of this Law for an amount equivalent to the claim made by the client in terms of this article; and

V. Until such time as the request for clarification in question is resolved in accordance with the procedure set forth in this article, the institution may not report the amounts involved in such clarification to the credit information companies as overdue.

The foregoing is without prejudice to the right of Customers to appeal to the National Commission for the Protection and Defense of Users of Financial Services or to the corresponding jurisdictional authority in accordance with the applicable legal provisions, as well as the penalties that should be imposed on the institution for non-compliance with the provisions of this article. However, the procedure set forth in this article shall be terminated when the Customer files its claim before a jurisdictional authority or conducts its claim under the terms and terms of the Law for the Protection and Defense of the Financial Services User.

### LAW TO REGULATE CREDIT INFORMATION COMPANIES

Article 28.- The Companies may only provide information to a User, whenever he/she has the express authorization of the customer, by means of his/her autographic signature, wherein it is clearly stated that the User is fully aware of the nature and scope of the information that the Company will provide to the User who so requests it, of the use that the User will make of such information and of the fact that the User may make periodic inquiries of his/her credit history, during the time the legal relationship with the Customer is maintained. The Companies may provide information to Users who acquire or manage credit loans, using the authorization that the Customer has given in accordance with this article to the User who originally granted the respective loan.

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

The express authorization referred to in this article shall be required in the case of:

I. Physical inidviduals, and

**II.** Entities with total loans of less than four hundred thousand UDIS, in accordance with the value of such unit published by Banco de México as of the date on which the request for information is submitted. Users who make inquiries related to legal entities with total credits in exceeding four hundred thousand UDIS, shall not require the express authorization referred to in this article.

The obligation to obtain the authorizations referred to in this article shall not apply to the information requested by Banco de México, the Commission, the judicial authorities by virtue of an order issued in a trial in which the Customer is a party or defendant and by the federal tax authorities, when requested through the Commission, for tax purposes, to combat money laundering or actions aimed at preventing and punishing the financing of terrorism. The term of the authorization provided for in the first paragraph of this article shall be one year from the date it is granted, or up to two additional years if the Customer expressly authorizes it. In any case, the term shall remain in force as long as there is a legal relationship between the User and the Customer. The Special Credit Reports delivered to Customers under the terms of this law must contain the identity of the Users who have consulted their information in the previous twenty-four months.

When the text containing the Customer's authorization is part of the documentation to be signed by the Customer to manage a service with a User, such text must be included in a special section within the aforementioned documentation and the Customer's autograph signature related to the text of its authorization must be an additional signature to the one normally required by the User for the processing of the requested service. Se entenderá que violan las disposiciones relativas al Secreto Financiero tanto la Sociedad, como sus empleados o funcionarios que participen en alguna consulta a sabiendas de que no se ha recabado la autorización a que se refiere este artículo, en los términos de los artículos 29 y 30 siguientes.

Users, as well as their employees or officers involved, shall be deemed to have violated the provisions related to Financial Secrecy, when they make inquiries or disclose information in contravention of the establishments set forth in the articles mentioned in the preceding paragraph. The Companies, their employees and officers shall be prohibited from providing information regarding Customers' personal data for the marketing of products or services intended to be offered by Users or any third party, except for the purpose of making inquiries regarding credit history. Whoever provides information in contravention of the provisions of this paragraph shall incur in the crime of disclosure of secrets referred to in Article 210 of the Federal Criminal Code.

General Law of Credit Organizations and Ancillary Credit Activities http://www.diputados.gob.mx/leyesbiblio/pdf/139.pdf

Law for the Transparency and Ordering of Financial Services http://www.diputados.gob.mx/leyesbiblio/pdf/ltosf.pdf Law to Regulate Credit Information Societies

http://www.diputados.gob.mx/leyesbiblio/pdf/237.pdf



Customer No.

No. RECA: 5649-439-015909/09-06900-1217

		REN	EWAL	CONSE	NT							
Complete Name of the costumer:									Date:			
Credit No. to be renewed:	New Credit No.:				Ne	New Credit Amount:						
					\$							
I refer to the Credit Contract (the "Cor or "MONTO FACIL"). By means of th the Credit Contract granted under the I authorize MONTO FACIL so that the liquidating the other credit of which I a	is document and in term same conditions set fort e resources of the new of	ns of the p th on the C credit I req	provisions of Cover Page juested be	of Clause Nir and as of th distributed a	neteen e date s spec	of the C indicate	Credit C d in the paragra	ontract, I he upper right phs a), b), c	reby exprese margin. By n	s my co neans o	onsent to renew of this document	
a) Amount to be paid from other FACIL:	loans with MONTO	\$										
THOLE.		Financial 1			Financial 2			Financial 3				
b) Name of the financial institution o	f reference:								_			
Amount payable to other reference	financial institutions:											
<b>Deposit Data</b> Bancomer												
Banamex	Reference											
Banorte	□Reference								_			
Other	Reference											
Payment Deadline:		DD	ММ	YYYY		DD	MM	YYYY	DD	ММ	ΥΥΥΥ	
c) Difference in favor of the custome	ər:	\$										
d) Additional comments:												

I hereby accept that the account number, payment reference and amount to be paid to said financial institution(s) are provided by me and that it is my responsibility to ensure that they are correct, therefore, in the event that due to an error or omission on my part, the referred credit is not paid in full, I agree to make the corresponding payments for its total settlement to said financial institution, releasing MONTO FACIL from any liability in this regard and committing myself to timely cover the obligations contracted with MONTO FACIL in accordance with the Credit Contract.

By execution of this document, (i) it is confirmed that the renewal is only for the amount and term set forth in the Credit Contract; (ii) each and all of the terms and conditions of the Credit Contract (as renewed hereunder), all its annexes and other related documentation are hereby confirmed and ratified and shall continue to be in full force and effect; and (iii) it is acknowledged that the Credit Contract (as renewed hereunder) represents the final and entire arrangement between the Customer and the Lender, without the foregoing constituting a novation under the Credit Contract. Pursuant to:



No. RECA: 5649-439-015909/09-06900-1217

# **CUSTOMER SIGNATURE**

# SIGNATURE OF LEGAL REPRESENTATIVE

# PAYMENT

Good for:

Place and date for subscription:

I hereby promise to pay unconditionally, to the order of MONTO FACIL, S.A.P.I. de C.V., Sociedad Financiera de Objeto Múltiple, non-regulated entity at the place of execution of this document, (i) the amount indicated in the upper left-hand side of this promissory note, amount that I acknowledge having received to my entire satisfaction on each payment date of the installments in accordance with the simple revolving credit contract executed by the undersigned as borrower (indistinctly, the "undersigned" and/or the "Borrower" and/or the " CUSTOMER") with MONTO FACIL, S.A.P.I. de C.V., Sociedad Financiera de Objeto Múltiple, non-regulated entity, in its capacity as lender, as the same may be amended or renewed from time to time (the "Credit Contract"), as of this date and until the date on which the unpaid principal amount of this promissory note is paid in full. The undersigned further unconditionally promises that, in the event that any amount is not paid on the applicable payment date, the entire balance of the loan shall become due and payable as of the business day following the date on which the corresponding payment has not been made by the undersigned and the corresponding collection expenses shall be added in accordance with the Credit Contract, which shall be payable jointly with the total balance. The undersigned, in its capacity as debtor by means of this promissory note, expressly and as of now: (i) authorizes the creditor and/or any subsequent holder (hereinafter, the "Holder"), to endorse and/or transmit and/or discount and/or transfer and/or assign and/or negotiate and/or assign and/or assign and/or encumber this promissory note and the credit rights it covers, at any time and place, the present serving as the broadest and most necessary authorization of the undersigned in this behalf; (ii) expressly waives the provisions of the second paragraph of Article 299 of the General Law of Credit Instruments and Operations; (iii) extends the term of presentation of this promissory note, so that its payment may be made within one year after the date of the last scheduled partial payment; and, (iv) authorizes the creditor and/or Holder so that, in the event that the undersigned fails to pay any of the agreed Partial Payments on the payment date in effect, the undersigned may validly declare the term established in this promissory note to have expired in advance and, therefore, the undersigned shall be obligated to pay the creditor and/or Holder the unpaid balance pending payment. For any controversy or litigation related to this promissory note, the undersigned expressly agrees to submit to the jurisdiction and competence of the competent Courts of the delegation or municipality chosen by the creditor and/or the Holder, therefore, the undersigned in its capacity as debtor waives the territorial jurisdiction that for any reason may correspond to it, either now or in the future. All payments to be made under this promissory note shall be made free and clear and without deduction or withholding for any taxes. The undersigned expressly waives any presentment, demand, protest or notice of any nature whatsoever in connection with this note. This promissory note shall be governed by and construed in accordance with the laws of the United Mexican States.

Customer Name:
CUSTOMER SIGNATURE



Application No. Customer No.

No. RECA: 5649-439-015909/09-06900-1217