

**CONTRACT: {{loan transaction mapping}}**

**ADHESION AGREEMENT FOR THE OPENING OF SIMPLE CREDIT WITH INTEREST (THE "CONTRACT") ENTERED INTO, ON THE ONE HAND, LENDON FINANCES, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE ("AVAFIN") REPRESENTED IN THIS ACT BY THE PERSON INDICATED IN THE SIGNING OF THIS CONTRACT, HEREINAFTER REFERRED TO AS "AVAFIN", AND ON THE OTHER PARTY \_\_\_\_\_ WHO SHALL JOINTLY BE REFERRED TO AS THE "PARTIES", UNDER THE FOLLOWING BACKGROUND, DECLARATIONS AND CLAUSES:**

#### **BACKGROUND**

I.- That, prior to the conclusion of this CONTRACT, the CLIENT submitted to AVAFIN through electronic means, as indicated in Clause THIRTIETH thereof, a REQUEST for simple personal credit with interest, of which an extract is attached as **Annex "A"** (the "APPLICATION"), to obtain the Credit under the terms of this CONTRACT. This APPLICATION may or may not be approved by AVAFIN.

II.- Likewise, it is indicated that the CLIENT had in view the terms and conditions of the CONTRACT and its respective annexes in the APPLICATION process, so that once the registration process in the APPLICATION is completed, the CLIENT accepts and acknowledges the terms and conditions of the CONTRACT, so in the same way, the CLIENT expressly accepts and acknowledges that any transaction between the PARTIES will be subject to said terms and conditions, as well as the modifications thereto issued by AVAFIN and the clauses of this CONTRACT.

III.- The Parties stated that this CONTRACT may not be modified in its terms and conditions, in accordance with article 7 of the Federal Consumer Protection Law ("LFPC").

#### **DECLARATIONS**

**I.- AVAFIN declares through its legal representative, that:**

a) It is a Corporation, constituted in accordance with the laws of the United Mexican States, as evidenced by Public Deed number 31,577 dated June sixteen of two thousand sixteen granted before the faith of Mr. Juan José A. Barragán Abascal, Notary Public Number one hundred and seventy-one of the Federal District, registered in the Public Registry of Commerce under commercial folio 558584-1, dated June twenty-two, two thousand and sixteen.

b) It is duly registered with the Federal Taxpayers Registry (RFC) with the registration number LFI160616913.

c) That the \_\_\_\_\_ in his capacity as legal representative, in this act intervenes with the powers conferred on him in the testimony of the public deed number \_\_\_\_\_, dated \_\_\_\_\_, grants before the faith of the (the) Lic. \_\_\_\_\_, notary public number \_\_\_\_ of the \_\_\_\_\_, which is registered in the Public Registry of Commerce, under the number \_\_\_\_\_, and that said powers have not been revoked, modified or limited as of the date of signature of this AGREEMENT.

d) Your domicile, for purposes related to the CONTRACT, is Dante 36, 5th floor, Colonia Anzures, C.P. 11590, Alcaldía Miguel Hidalgo, Mexico City.

e) Guarantees the CLIENT the observance and compliance with the Federal Law on Protection of Personal Data Held by Private Parties and its Regulations, regarding the personal data provided by him, ensuring in turn the rigorous confidentiality and privacy thereof. AVAFIN will use the CLIENT's information in accordance with the provisions of its Privacy Notice for Prospects and Clients. AVAFIN will use the personal data collected in order to corroborate the information provided by the CLIENT, as well as their identity; determine your legal and financial capacity to contract products and services, verify your credit history, fulfill the obligations derived from the product or service covered by this CONTRACT, as well as to manage the recovery of overdue portfolios and to submit reports to the authorities that with legal support so request.

f) The contact details for any situation related to this CONTRACT by customers will be the telephone (\_\_\_\_) \_\_\_\_\_-\_\_\_\_ or email \_\_\_\_\_.

g) Informs the CLIENT that the legal and regulatory framework related to the operations and object of this contract, may be consulted at any time on the website: \_\_\_\_\_.

**II.- Declares "THE CLIENT" under protest of telling the truth, that:**

a) He is a natural person, of legal age of Mexican nationality, in full exercise and enjoyment of his rights and who has sufficient legal and economic capacity for the conclusion of this CONTRACT in his own name, declaring in turn to be up to date in the payment of the tax obligations in his charge. You state that it is your will to be bound by the terms and conditions

established herein in accordance with the data provided in the APPLICATION of this CONTRACT.

- b) Your address, telephone, email, Federal Taxpayers Registry (RFC) and your Unique Population Registry Code (CURP) are those mentioned in the APPLICATION of this CONTRACT.
- c) It is the acquirer and holder of all the benefits, rights and obligations derived from this CONTRACT entered into with AVAFIN, being the one who, ultimately, is the only one who exercises the rights of use, enjoyment, exploitation or disposal of the resources from the credit granted in accordance with this CONTRACT.
- d) The CLIENT states that in accordance with article 18, section III of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin, AVAFIN requested information that allows it to determine the existence of the Beneficial Owner for its proper identification, as the case may be. Likewise, in this same act, the CLIENT, in order to comply with the provisions of article 22 of the General Rules referred to in the aforementioned Law, declares under protest of telling the truth, that he acts on his own account, indicating that there is no Beneficiary Owner and recognizing that the only final beneficiary of the requested loan is the CLIENT himself.
- e) You acknowledge that prior to the conclusion of this CONTRACT, AVAFIN made known, to its full understanding, the content of this instrument and Annexes, as well as the charges to be generated in relation to it, including but not limited to **(CAT) "Total Annual Cost of financing expressed in annual percentage terms that, for information and comparison purposes, incorporates all the costs and expenses inherent in the credits" (excluding value added tax (VAT), corresponding to this credit).**
- f) You acknowledge that all information you provided to AVAFIN on the date of signing this CONTRACT is current, true and free from error, defects of consent or bad faith.
- g) That AVAFIN has previously made available its Privacy Notice for Prospects and Customers, so, knowing its content, the CLIENT, accepts and acknowledges that he has given his consent for his Personal Data, including sensitive data, to be treated and, where appropriate, transferred in accordance with what is established in said notice.
- h) He received to his satisfaction, understanding the scope of the same, the following information from AVAFIN:
  - I.- The specific and detailed description with the characteristics of the simple personal credit requested, reason for this CONTRACT, the terms and conditions thereof, as well as the rights and obligations of the parties; II.- The total amount to be paid, as well as the form and conditions for its settlement; III.- The detailed description of the amount, interest and taxes linked to the credit covered by this CONTRACT; IV.- The total amount to be paid, its exact due date, the number and amount of individual payments and interest; V.- The right and conditions for the early settlement of the credit and its interests; VI.- The ordinary interest caused, how to calculate them and the applicable rate rate; VII.- The default interest that the CLIENT could incur, the way to calculate them and the type of applicable rate; VIII.- All rights and obligations acquired at the signing of this CONTRACT.
- i) The CLIENT acknowledges that all obligations acquired under this CONTRACT are obligations of an individual nature, therefore, accepts that the only obligor over them is the CLIENT himself.
- j) It is your will to obtain the credit that will be granted by AVAFIN, as long as the credit application is accepted by AVAFIN in accordance with the provisions of the suspensive condition established in Clause Four of this CONTRACT.
- k) That you agree to express your consent by electronic means complying with the applicable regulations, regarding the operations related to the granting of credits remotely and the conclusion of this CONTRACT, in accordance with the provisions of Clause THIRTIETH thereof.
- l) You are aware that the customer service hours for any request, doubt, clarification, disagreement or complaints related to this CONTRACT will be from Monday to Friday from 10:00 a.m. to 3:00 p.m., by phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_ or email \_\_\_\_ and to the address Dante 36, 5th floor, Colonia Anzures, C.P. 11590, Alcaldía Miguel Hidalgo, Mexico City. Website: \_\_\_\_\_. AVAFIN will respond to the requests, complaints, doubts, and / or claims of the CLIENTS, within a maximum period of up to 10 (ten) calendar days following the presentation of these, as well as in accordance with what is indicated in Clause TWENTY-FOURTH of this CONTRACT, in accordance with the provisions of article 23 of the Law for Transparency and Regulation of Financial Services, as appropriate.
- m) You are aware that the legal and regulatory framework related to the operations and object of this CONTRACT may be consulted on the website: \_\_\_\_\_.

**III.- Both PARTIES declare that:**

- a) They declare that the conclusion of this CONTRACT does not violate any agreement, agreement or pre-existing obligation contracted between the CLIENT against third parties; that makes it impossible for you to fulfil your contractual obligations to both AVAFIN and the third party.
- b) They acknowledge that the information contained in this contract may be shared when requested by the competent authority.
- c) It is your will to enter into this CONTRACT to obtain simple personal credit with interest, under the terms and conditions agreed in this instrument, subscribing the following:

## CLÁUSULAS

**FIRST CLAUSE. DEFINITIONS.** - For the purposes of this CONTRACT, the following definitions shall apply:

- **BASKET:** Document annexed to this CONTRACT as **Annex "B"**, which forms an integral part thereof, which establishes the conditions and particular characteristics of simple personal credit with interest granted to the CLIENT. The content of the COVER is binding on both PARTIES.
- **TOTAL ANNUAL COST ("CAT"):** **The total annual cost of financing for information and comparison purposes, which incorporates the totality of the costs and expenses (interest) of the credit. The aforementioned CAT will be calculated using the methodology established by the Bank of Mexico, in force on the date of the respective calculation.**
- **CREDIT CODE:** The identification code of the credit granted to the CLIENT, which must necessarily be indicated by the CLIENT at the time of making any payment related to the credit granted, together with that of the CLIENT.
- **VERIFICATION CODE:** The verification code that AVAFIN sends via text message to the cell phone previously registered by the CLIENT, which consists of 8 digits.
- **PAYMENT DEADLINE:** The date established in the Sixth Clause of this CONTRACT and on which the CLIENT agrees to pay the TOTAL AMOUNT TO BE PAID. The PAYMENT DEADLINE may be modified if the credit is available on a date other than the date of approval of the CLIENT's APPLICATION. In this case, the CLIENT acknowledges that the information established in his personal account of the AVAFIN WEB PORTAL will prevail with respect to the PAYMENT DEADLINE of the credit, which will be later than that established in the CONTRACT for the benefit of the CLIENT.
- **ELECTRONIC SIGNATURE:** The data in electronic form consigned in a Data Message, or attached or logically associated with it by any technology, which are used to identify the CLIENT in relation to the Data Message and indicate that the CLIENT approves the information contained in the Data Message, and that produces the same legal effects as the handwritten signature, being admissible as evidence at trial.
- **DATA MESSAGE:** Information generated, sent, received or archived by electronic, optical or any other technology. For the purposes of this CONTRACT, the PARTIES declare that the ELECTRONIC SIGNATURE of the CLIENT will be manifested through the use of the VERIFICATION CODE that AVAFIN will send to the CLIENT via text message, in accordance with clause Thirtieth of this CONTRACT.
- **PRINCIPAL AMOUNT OF THE CREDIT:** Amount of the credit that was requested from the beginning by the CLIENT, which will be established in the COVER of this CONTRACT, and that does not include the interest or taxes that the CLIENT is obliged to pay.
- **TOTAL AMOUNT TO BE PAID:** It is the one that the CLIENT is obliged to pay at the time of concluding the CONTRACT. This will include the PRINCIPAL AMOUNT OF THE CREDIT, as well as interest and taxes and any other amount payable on the PAYMENT DEADLINE, on the occasion of the conclusion of this CONTRACT. The CLIENT acknowledges and accepts that in case he does not make the payment by the PAYMENT DEADLINE, the TOTAL AMOUNT TO BE PAID will be updated with the ordinary interest or moratoriums that correspond in accordance with the provisions of Clause Tenth as a result of its non-compliance.
- **AVAFIN WEB PORTAL:** The website \_\_\_\_\_.
- **REQUEST FOR EXTENSION:** The request that the CLIENT must issue through his personal account in the AVAFIN WEB PORTAL, in case he requires an additional term for the payment of the TOTAL AMOUNT TO BE PAID. The CLIENT acknowledges and accepts that the extension of the term for payment is subject only to the payment of the ordinary interest that AVAFIN indicates at the time of the EXTENSION REQUEST, in accordance with the provisions of Clause Thirteenth

of this CONTRACT and in his personal account of the AVAFIN WEB PORTAL.

- **AMORTIZATION TABLE:** The document that establishes the information regarding the maturity date, principal amount of the credit, interest, taxes and total amount to be paid, which is an integral part of this CONTRACT, and to which the CLIENT has access through his personal account in the AVAFIN WEB PORTAL, which is attached hereto as **Annex "C"**.
- **DEFAULT INTEREST RATE:** The fixed annual default interest rate established in **CLAUSE TEN** of this CONTRACT, which will be calculated on the basis of **1 (one) year of 360 (three hundred and sixty) days** and the number of days that effectively elapse between the expiration of the **PAYMENT DEADLINE DATE** and the date on which the payment of any unpaid balance is actually made.
- **ORDINARY INTEREST RATE:** The fixed annual ordinary interest rate established in **CLAUSE NINE** of this CONTRACT, which will be calculated on the basis of **1 (one) year of 360 (three hundred and sixty) days** for the number of days that effectively elapse between the contracting of the credit and the **PAYMENT DEADLINE**.

**SECOND CLAUSE. OBJECT OF THE CONTRACT.** - Through this CONTRACT, AVAFIN grants a simple personal credit in national currency in favor of the CLIENT, for the amount mentioned in the COVER of this CONTRACT, the latter being obliged to return to AVAFIN the totality of the credit requested and approved, plus the taxes and interests that are stipulated or generated until the total settlement of the credit. The CLIENT shall pay AVAFIN for the credit granted at the maturity date established in the CHAPTER of this CONTRACT, in accordance with the amounts described in the AMORTIZATION TABLE which forms an integral part of this CONTRACT.

**THIRD CLAUSE. DISPOSITION OF CREDIT.** - The CLIENT will have the credit in a single exhibition by electronic transfer to the CLIENT's CLABE account provided at the time of submitting the APPLICATION. The CLIENT declares to be the owner of said CLABE account and declares under protest of telling the truth, being the sole holder of this, in the same way, he acknowledges that the acceptance of the account will be conditioned to said account being active, in order to allow AVAFIN to make the deposit of the amount granted. In the event that the account is not active, the CLIENT must send AVAFIN a new credit application.

By virtue of the signing of this CONTRACT, the CLIENT extends the broadest and most sufficient receipt that is appropriate by law. The date of issuance of the electronic transfer will be taken as the date of disposition of the credit for all purposes of this CONTRACT, regardless of whether, for reasons beyond AVAFIN, the CLIENT effectively disposes of the amount of the credit on a different date.

**CLAUSE FOUR. SUSPENSIVE CONDITION.** - This CONTRACT is subject to the condition that the APPLICATION submitted by the CLIENT on the AVAFIN WEB PORTAL is approved by AVAFIN, who will respond through the email provided by the CLIENT at the time of his REQUEST, within a period not exceeding 7 (seven) business days, taking into consideration that failure to do so will be understood as denied said REQUEST. The CONTRACT will take full effect on the date on which AVAFIN has made the resources available to the CLIENT, a date that will also correspond to the date on which it receives a confirmation email and SMS. In the event that AVAFIN rejects the CUSTOMER's REQUEST for any reason, this AGREEMENT shall have no effect.

Therefore, once the APPLICATION has been concluded by the CLIENT, AVAFIN carries out the corresponding evaluation and in case no additional information and/or documentation is needed, the CLIENT will receive by email, to the email registered in his APPLICATION, AVAFIN's response for these purposes. Likewise, the CLIENT may enter his personal account within the AVAFIN WEB PORTAL, so that, within the aforementioned period, he can view the response by AVAFIN for these purposes.

**FIFTH CLAUSE. CREDIT DESTINATION.** - THE CLIENT undertakes to allocate the total amount of credit received, as stated in the credit APPLICATION, for exclusively personal use and for exclusively lawful purposes under strict warning of the sanctions contemplated in articles 139, or 400 Bis of the Federal Criminal Code, relating to the Prevention of Money Laundering and the Financing of Terrorism.

**SIXTH CLAUSE. VALIDITY.** – The Parties acknowledge that this CONTRACT may be valid for 7 (seven), 14 (fourteen), 21 (twenty-one), 30 (thirty) or 62 (sixty-two) calendar days, as required by the CLIENT in the corresponding credit APPLICATION, counted from the date of subscription of this CONTRACT, said validity will be defined both in the COVER and in the AMORTIZATION TABLE. Likewise, it is indicated that said validity will be non-extendable, with the exception of those cases referred to in Clause Thirteen. The CLIENT undertakes to settle all the credit obtained, as established in Clause Two, on the day of expiration, without the need for prior request or reminder. The PAYMENT DEADLINE will be the one detailed both in

the AMORTIZATION TABLE and in the COVER or the one established in your personal account of the AVAFIN WEB PORTAL, as appropriate, for the benefit of the CLIENT.

This CONTRACT will continue to have legal effects until the CLIENT has settled the principal and accessory amounts due at its expense.

The CLIENT may, within a period of 10 (ten) business days after the conclusion of the CONTRACT, submit a request to \_\_\_\_\_ to cancel the CONTRACT without liability for it, provided that the CLIENT has not used, operated or disposed of the amount of credit granted in accordance with Clause Two.

Without prejudice to the provisions of the previous paragraph, in the event that the CONTRACT is valid for 7 (seven) or 14 (fourteen) calendar days, the CLIENT must submit to AVAFIN the corresponding bank statement stating that it did not make any partial or total disposition of the amount of the credit granted. Otherwise, the CONTRACT will be considered perfected and in force, so the CLIENT must comply with each and every one of its obligations under it.

**SEVENTH CLAUSE. PLACE AND METHOD OF PAYMENT.** - The CLIENT unconditionally undertakes to pay AVAFIN, without the need for a request or prior collection, the amount of the TOTAL AMOUNT TO BE PAID, no later than the PAYMENT DEADLINE ESTABLISHED IN THE COVER OF THIS CONTRACT, being understood that payment must be made in a single exhibition. The foregoing, through the various means of payment established in the AVAFIN WEB PORTAL, which, but not limited to, are: bank transfer, correspondent bank and deposit at the bank window.

The CLIENT acknowledges and accepts that in some cases, the disposition of the credit will be made on a date other than the date of approval of the APPLICATION of the CLIENT's credit. The PARTIES agree that, in this case, the applicable PAYMENT DEADLINE will be that established in the AMORTIZATION SCHEDULE that is held in the CLIENT's personal account on the AVAFIN WEBSITE, which does not imply modification or novation of this CONTRACT, nor an authorization to modify the PAYMENT DEADLINE. The CLIENT undertakes to periodically consult his personal account on the AVAFIN WEB PORTAL, so he acknowledges that he may not claim ignorance or lack of information about the PAYMENT DEADLINE, since the information is available 24 (twenty-four) hours a day, 365 (three hundred and sixty-five) days a year.

The CLIENT, when making any payment, must provide his Unique Population Registry Code (CURP), as well as the CREDIT CODE established in the CARD, on the understanding that said data are directly linked to his account. The CLIENT acknowledges and accepts that failure to comply with this requirement will result in the payment being considered not made, until AVAFIN is made aware by sending the corresponding proof of payment, thus generating the consequences established in this CONTRACT for the breach of the CLIENT's obligations.

In the event that said PAYMENT DEADLINE corresponds to a non-business day, payment may be made without any additional charge the next business day, without the collection of commissions or default interest. During the term of this AGREEMENT, AVAFIN will not modify the interest rates of the credit or the accessories related to them, such as taxes.

In the event that the CLIENT has fully complied with the agreed amounts and obligations in accordance with the provisions of this CONTRACT, AVAFIN must report to the Credit Information Society with whom it has entered into an agreement, that the account linked to the CLIENT, as the case may be, is closed and without any debt, within the period indicated for such purposes by the Law to Regulate Credit Information Societies in accordance with Article 20, fourth paragraph.

**EIGHTH CLAUSE. PRIORITY OF PAYMENT.** - The CLIENT acknowledges that any payment made under this CONTRACT will be applied by AVAFIN to cover to the extent sufficient the unpaid balance of the TOTAL AMOUNT PAYABLE. If the payment is insufficient to fully cover the TOTAL AMOUNT PAYABLE, the amount paid will be applied in accordance with the following order:

1. Default interest and value added tax on such interest;
2. Ordinary interest and value added tax on such interest and;
3. The remainder, if any, to cover the balance of the PRINCIPAL AMOUNT OF THE CREDIT.

In the event of recovery of the amounts owed by judicial means, the CLIENT accepts and acknowledges that it will cover the expenses and legal costs that are generated, which will be priority to the other concepts listed in this clause.

**CLAUSE NINE. ORDINARY INTERESTS.** - The CLIENT is obliged to pay AVAFIN, ordinary interest on the unpaid balance of the PRINCIPAL AMOUNT OF THE CREDIT, according to a fixed annual ORDINARY INTEREST RATE, which

may range from a range of \_\_\_% (\_\_\_\_\_ percent), to \_\_\_\_\_. % (\_\_\_ percent), plus Value Added Tax (VAT), if applicable. The ORDINARY INTEREST RATE will be determined by the algorithm determined by AVAFIN, depending on the analysis of the credit history of the CLIENT, provided by any of the Credit Information Companies, the information provided by the CLIENT during the CREDIT APPLICATION, as well as the validity of the CONTRACT. The calculation of interest is computed on a daily basis from the day indicated in the AMORTIZATION TABLE, which may be consulted by the CLIENT in his personal account on the AVAFIN WEB PORTAL.

The ordinary interest will be calculated as follows: PRINCIPAL AMOUNT OF THE CREDIT multiplied by the result of dividing the FIXED ANNUAL ORDINARY INTEREST RATE established in the CARÁTULA by 360, where said result must be multiplied by the number of days elapsed since the opening of the credit and the PAYMENT DEADLINE DATE.

Payment of interest may not be demanded by AVAFIN in advance, but only for periods in arrears. The PARTIES agree that during the term of this CONTRACT the amount of ordinary interest may not be modified, except in case of restructuring with the prior consent of the CLIENT.

**TENTH CLAUSE. DEFAULT INTERESTS.** - In case of failure to pay the obligations of the CLIENT on time, the latter must pay default interest on the overall balance at a fixed annual MORATORIUM INTEREST RATE of up to 733.55% (seven hundred and thirty-three point fifty-five percent) plus applicable VAT.

The fixed default interest will be calculated as follows: PRINCIPAL AMOUNT OF THE CREDIT requested multiplied by the result of dividing the FIXED ANNUAL DEFAULT INTEREST RATE established in the CHART by 360, where said result must be multiplied by the number of days elapsed from the first day on which it has fallen into arrears until the date on which all amounts owed have been paid in full.

The payment of default interest may not be demanded by AVAFIN in advance, but only for periods in arrears. During the term of this CONTRACT, the amount of default interest may not be modified, except in case of restructuring with the prior consent of the CLIENT.

**ELEVENTH CLAUSE. COMMISSIONS.** – This CONTRACT does not provide for the collection of any type of commission.

**TWELFTH CLAUSE. MODIFICATIONS.** – In case of making any modification to the CONTRACT, AVAFIN will notify the CLIENT 30 (thirty) calendar days in advance, through the account statement in the CLIENT's personal account on the AVAFIN WEB PORTAL. In the event that the CLIENT does not agree with the modifications made, he may request the termination of the CONTRACT within 60 calendar days after said notice, without any responsibility at his expense, having to cover the debts that have been generated and are generated until the date of termination, without AVAFIN being able to charge any penalty for this cause.

**THIRTEENTH CLAUSE. PAYMENT EXTENSION.** - The PARTIES agree that the PAYMENT DEADLINE may only be extended if the CLIENT makes an EXTENSION REQUEST through the AVAFIN WEB PORTAL, provided that it complies with the requirements determined in this Clause.

The PAYMENT DEADLINE of the credit will be extended only in case the CLIENT pays the amount of accrued interest corresponding to the date on which the respective application has been submitted, considering that the amount of accrued interest may be lower, in case the extension of the requested payment refers to a shorter term than initially agreed, therefore, AVAFIN will be obliged to deliver to the CLIENT by email the amount that corresponds to pay.

Said REQUEST FOR EXTENSION will take effect from the date on which AVAFIN receives the payment, to the account that AVAFIN has indicated by email, of the accrued interest. AVAFIN undertakes with the CLIENT to send him an updated AMORTIZATION TABLE, which will reflect the new term and the total amount to be paid.

In the event that the CLIENT does not make the payment of said interest, the PAYMENT DEADLINE will not undergo any modification and, therefore, the corresponding Default Interest will be caused for non-payment, in accordance with Clause Ten. This EXTENSION does not imply under any circumstances, novation or extinction of the obligations that the CLIENT has acquired with AVAFIN by virtue of this CONTRACT.

**FOURTEENTH CLAUSE. PROMOTIONS.** - The CLIENT must fully comply in time and form with the provisions of this CONTRACT, in order to be applicable the promotion that, at the time of the conclusion of this CONTRACT, is in force. In the event that the CLIENT fails to comply with the provisions of this CONTRACT, it will imply the immediate exclusion and / or

revocation of their participation in said current promotion, as the case may be. The foregoing in accordance with the provisions of Chapter IV of the Federal Consumer Protection Law.

**FIFTEENTH CLAUSE. VOUCHERS AND ACCOUNT STATEMENT.** – Whenever the Credit granted is settled in a single exhibition, in accordance with the provisions of the seventh clause of this CONTRACT, the PARTIES declare, accept and acknowledge that AVAFIN will not issue a statement of account with respect to it. For its part, the CLIENT is made aware that he will be able to consult his balance for free through his personal account in the AVAFIN WEB PORTAL, which he will enter with his username and password. Likewise, in the event that the CLIENT requires the detail of the movements of the requested credit, he may request them at any time and free of charge through the email to \_\_\_\_\_.

**SIXTEENTH CLAUSE. EARLY TERMINATION.** - The CLIENT may terminate the CONTRACT early at any time, and may notify AVAFIN by telephone at ( ) \_\_\_ - \_\_\_, in writing to the electronic address \_\_\_ or directly in his personal account in the Chat within the AVAFIN WEB PORTAL. The above in a customer service schedule from Monday to Friday from 08:00 a.m. to 8:00 p.m. and Saturdays from 08:00 a.m. to 4:00 p.m. Once the request for termination has been made by the CLIENT, the response will be communicated with the information of the credit balance, which will be made known to the CLIENT no later than within 10 (ten) business days following the receipt of your request through your personal account on the AVAFIN WEB PORTAL, by phone or in writing via email.

AVAFIN will terminate the CONTRACT no later than the next business day on which the termination request is received, if there are no debts and must deliver or keep available to the CLIENT the document stating the end of the contractual relationship, which will refer to the absence of debts derived exclusively from said relationship. The foregoing must be done within 5 (five) business days after the payment of the debts had been made or on the next cut-off date.

In case of debts, AVAFIN will inform the CLIENT of the amounts owed within 10 (ten) business days after receiving his request as indicated in the first paragraph of this clause, by email and he must pay them on the same business day he receives said mail. Once these debts have been settled, this CONTRACT will be terminated. THE CLIENT acknowledges and accepts that in case of not fully settling the amounts debited and indicated by AVAFIN, on the day they were informed via email, said amount will have to be updated to the date on which the CLIENT makes the total payment for the existing debts and indicated in said email, since these generate interest until their total liquidation date.

In the event that there is a balance in favor, AVAFIN will inform the CLIENT of this situation on the date on which the CONTRACT is terminated, indicating the way in which it can be returned, this being by electronic transfer of funds to the CLABE account determined for the disposition of the credit, on the same date on which the CONTRACT is terminated.

In the above case, or in the event that the CLIENT does not request AVAFIN to terminate the CONTRACT and makes the payment of the entire credit granted, AVAFIN must deliver or keep available to the CLIENT the document stating the end of the contractual relationship, which will refer to the absence of debts derived exclusively from said relationship. The foregoing must be done within 5 (five) business days after the payment of the debts had been made or on the next cut-off date.

Once the settlement of the credit is firm, AVAFIN must report to the Credit Information Company(s) with which it has a relationship that the account is closed without any debt, which must be reported within the period indicated for such purposes by the Law to Regulate Credit Information Companies.

In all cases listed in this clause, AVAFIN shall:

- I. Refrain from conditioning the termination of this CONTRACT to any other act not provided for therein;
- II. Refrain from charging the CLIENT any Commission or penalty for the termination of the CONTRACT.
- III. Cancel, without liability, the collection of any associated product or service, as well as direct debit services on the date of the termination request, regardless of who retains the authorization of the corresponding charges.

**SEVENTEENTH CLAUSE. ADVANCE PAYMENTS.** – AVAFIN may accept Advance Payments of the Credits, provided that the CLIENT who requests it is up to date with the payments due in accordance with the CONTRACT Cover and the amount of the advance payment is for an amount equal to or greater than the payment of the partiality that must be made in the corresponding period, without any penalty, additional cost or premium applicable in this regard.

When the amount of the advance payments is not sufficient to amortize the Inpaid Balance, AVAFIN will apply the corresponding payment exclusively to the Inpaid Capital Balance, and will reduce the remaining amount in terms of the

payment received, this except when it is agreed with the CLIENT that the number of payments to be made is reduced. In both cases, AVAFIN must calculate the amount of interest to be accrued, based on the new Unpaid Balance.

Once an advance payment has been received, AVAFIN will send electronically a proof of payment for the operation, in addition, AVAFIN will send the CLIENT, within 10 (ten) business days after he had made the payment of the debts, his account statement via email, which states the end of the contractual relationship and the absence of debts derived from the CONTRACT, as well as being available in the personal account of the CLIENT in the AVAFIN WEB PORTAL.

Notwithstanding the foregoing, AVAFIN may establish the minimum amount of advance payments of credits to be settled in a single amortization, an amount that will be made known to the CLIENT through the AVAFIN WEB PORTAL or through Customer Service. This is on the understanding that payments made before the date on which they become due in respect of such claims should be considered as advance payments.

**EIGHTEENTH CLAUSE. BALANCES IN FAVOR OF THE CLIENT**– In case there is a balance in favor of the CLIENT at the time the contractual relationship is terminated, he will be informed via email of this situation, as well as the requirements with which the return will be made. Once the CLIENT complies with the above, no later than 15 (fifteen) business days after the total and correct receipt of said requirements, the refund will be made via electronic transfer of said Balance in Favor.

**CLAUSE NINETEEN. OBLIGATIONS OF the CLIENT.** - The CLIENT must comply with all the obligations subscribed at his expense by virtue of this CONTRACT, which will remain in force until the moment of settlement of the PRINCIPAL AMOUNT OF THE CREDIT and the TOTAL AMOUNT TO BE PAID, in addition to parallel:

- I. Extinguish in its entirety the obligations in its charge within its maturity period, which must be observed at all times.
- II. Notify AVAFIN at least 10 (ten) days in advance of any change in its finances, as well as a fact or legal act that affects the fulfillment of its obligations with respect to AVAFIN.

**CLAUSE TWENTY- CAUSES OF CONTRACTUAL TERMINATION.** - Failure by the CLIENT to comply with the contractual obligations in time and form will release AVAFIN from any contractual obligation and extinguish the rights awarded to the CLIENT, authorizing AVAFIN to initiate any procedure aimed at the recovery of the amounts owed by judicial or extrajudicial means. The contractual termination will dispense with judicial declaration or other formalities, automatically arising before:

- I. Partial or total falsity in the statements that the CLIENT makes regarding their personal information and other data required by AVAFIN that were contained in this CONTRACT or any binding documentation, with scope before and after the conclusion of this instrument.
- II. Breach by the CLIENT of the clauses contained in this CONTRACT.
- III. For using the CLIENT the resources granted by AVAFIN, for illicit purposes of any kind, with or without their express consent.

AVAFIN will have the right to request the amounts owed by the CLIENT by the means it deems appropriate, and for this, it must only notify the CLIENT through the means it considers for these purposes, without the need for a judicial declaration or other formalities.

The CLIENT shall have the right to terminate the CONTRACT if AVAFIN does not comply with its obligations contained in this CONTRACT within the agreed time, as well as in case of death, which will have to be verified by the successors through the legitimate administrative documentation (death certificate); in which case the obligation to AVAFIN shall cease.

**TWENTY-FIRST CLAUSE. GENERAL AUTHORIZATIONS.** - The CLIENT states that, at the conclusion of this CONTRACT, he gave his consent to AVAFIN, through ELECTRONIC MEANS in accordance with what is indicated in clause Thirtieth of this CONTRACT and during the CREDIT APPLICATION process in the AVAFIN WEB PORTAL, regarding to collect all his information related to his credit behavior in the financial and similar operations that this CONTRACT protects and facilitate it to the Credit Information Companies. The CLIENT declares in this act that he has granted the authorization referred to in this clause electronically through the AVAFIN WEB PORTAL, by entering the VERIFICATION CODE that he previously received via SMS to the telephone number indicated by the CLIENT for these purposes, within his CREDIT APPLICATION, in the section "*I authorize the consultation of my credit history under the terms already indicated*".

In the same way, THE CLIENT, where appropriate, granted his consent to AVAFIN, through ELECTRONIC MEANS in accordance with what is indicated in clause Thirtieth of this CONTRACT and during the CREDIT APPLICATION process in



the AVAFIN WEB PORTAL, by accepting the processing of his personal data in accordance with the AVAFIN Privacy Notice, as well as, regarding that your information may be used for marketing or advertising purposes. The CLIENT declares in this act that he has granted the authorization referred to in this clause electronically through the AVAFIN WEB PORTAL, once by clicking on the respective box to the legend *"I have read and accept the Privacy Notice and the transmission of my data in accordance with it."*

For its part, THE CLIENT may choose that AVAFIN does not use its information for marketing or advertising purposes, as well as that the information related to it is not transferred or transmitted to third parties, nor that advertising is sent to it about goods or services, stating the above within the section called "Authorization" of the CONTRACT COVER, in accordance with the provisions of Clause Thirtieth thereof.

**TWENTY-SECOND CLAUSE. ASSIGNMENT OF COLLECTION RIGHTS.** - The CLIENT expressly authorizes AVAFIN to transfer, assign and negotiate in any way the ownership and/or collection rights of the principal and/or secondary amounts covered under this CONTRACT by the CLIENT, both before and after its expiration.

Irrevocably, the CLIENT authorizes AVAFIN to transmit all the information that he himself provided, on the occasion of the credit covered by this CONTRACT, to the new creditor or assignee even before the transfer of rights is carried out, AVAFIN will notify the CLIENT of this assignment 3 (three) calendar days before it takes effect.

The PARTIES agree that the CLIENT may not assign partially or totally the prerogatives, rights and / or obligations that were awarded by virtue of this CONTRACT.

**TWENTY-THIRD CLAUSE. NOTICES BETWEEN THE PARTIES.** - All notifications, notices and in general any communication of a judicial and extrajudicial nature, that the PARTIES must make on the occasion of this CONTRACT, will have their legal effects at the addresses or email indicated in the COVER of this CONTRACT and / or through the personal account of the CLIENT in the AVAFIN WEB PORTAL.

Both PARTIES undertake to notify the change of address or email and / or correct any error in the information within the following 3 (three) calendar days after the change occurs or this CONTRACT has been signed, being valid otherwise, all notifications made at the aforementioned addresses.

**TWENTY-FOURTH CLAUSE. CLARIFICATIONS AND DISAGREEMENTS.** - In the event that the CLIENT wishes to make queries, clarifications, complaints or claims related to the service or product provided by AVAFIN through this CONTRACT or when the CLIENT does not agree with any of the movements that appear in the respective account statement or in the electronic media, optical or any other technology that has been agreed in accordance with this CONTRACT, may do so through the customer service center on the **telephone** ( ) \_\_\_\_ - \_\_\_\_ or through the mail \_\_\_\_\_, **through** which AVAFIN will attend to queries, clarifications, complaints or claims. Therefore, the CLIENT must formulate a free writing narrating the reason for his consultation, as well as the facts that gave rise to it.

The procedure for requesting clarification shall be as follows:

- I. Submit a request for clarification within 90 (ninety) calendar days from the date of completion of the operation, including the date, your address to hear and receive notifications, your telephone, your bank account details, as well as your name and signature,
- II. Once the request for clarification has been received, AVAFIN will have a maximum period of 45 (forty-five) calendar days to deliver the corresponding opinion to the CLIENT, attaching a simple copy of the document or evidence considered for the issuance of said opinion, as well as a detailed report in which all the facts contained in the request presented by the CLIENT are answered. The aforementioned opinion and report must be formulated in writing and signed by AVAFIN personnel authorized to do so.
- III. In the event that, in accordance with the opinion issued by AVAFIN, the collection of the respective amount is appropriate, the CLIENT must make the payment of the amount at his expense, including ordinary interest as agreed, without the collection of default interest and other accessories generated by the suspension of payment made in terms of this provision;
- IV. Within a period of 45 (forty-five) calendar days from the delivery of the opinion referred to in the previous section, AVAFIN will make available to the CLIENT through his personal account of the AVAFIN WEB PORTAL, the file generated on the occasion of the request.

In addition to the process described above, AVAFIN makes available to the CLIENT the following link that refers to the AVAFIN blog \_\_\_\_\_, in order that the CLIENT has access to information that can be considered to avoid possible fraud regarding the contracted product.

**TWENTY-FIFTH CLAUSE. CONFIDENTIALITY.** - All information and documentation relating to the operations and services carried out by AVAFIN will be considered confidential for the protection of the privacy rights of its customers. Such information may only be provided to the authorities that so request with a well-founded and reasoned court order.

**TWENTY-SIXTH CLAUSE. JURISDICTION AND COMPETENCE.** – The Federal Consumer Protection Agency is competent in administrative proceedings to resolve any dispute that may arise over the interpretation or fulfillment of this CONTRACT. Notwithstanding the foregoing, the PARTIES submit to the jurisdiction of the competent Courts of Mexico City, expressly waiving any other jurisdiction that may correspond to them, by reason of their present or future domiciles or for any other reason.

**TWENTY-SEVENTH CLAUSE. ENTIRE CONTRACT.** - This CONTRACT together with the COVER, THE APPLICATION, THE AMORTIZATION TABLE and the PRIVACY NOTICE of AVAFIN, constitute the total agreement between the PARTIES in relation to the granting of the credit, so it prevails over and replaces any understanding, contract, agreement or agreement of previous wills, whether oral or written, of any nature in relation to what is established herein.

By virtue of this Clause the PARTIES agree that this CONTRACT constitutes the final agreement of the PARTIES, and agree to terminate for all purposes, all oral or written agreements of the PARTIES related to this CONTRACT.

**TWENTY-EIGHTH CLAUSE. TITLES OF THE CLAUSES.** - The PARTIES agree that the Titles of the clauses that appear in this CONTRACT, have been put with the exclusive purpose of facilitating its reading, and therefore do not define or limit the content thereof. For purposes of interpretation of this CONTRACT, attention must be paid exclusively to the content of its statements and clauses and in no way to the titles of the latter.

**CLAUSE TWENTY-NINTH. PROFECO DATA.** – The contact details of the Federal Consumer Prosecutor (PROFECO) are Phone: 01-800-468-87-22. Website [www.gob.mx/profeco](http://www.gob.mx/profeco).

**TWELFTH CLAUSE. ELECTRONIC MEDIA.** The PARTIES agree that instead of an original handwritten signature, this CONTRACT, as well as any consent, approval or other documents related thereto, may be signed through the use of electronic, digital, numeric, alphanumeric, voiceprint, biometric or any other signature and that such alternative means of signature and the records in which such signatures are applied, will be considered for all purposes, including but not limited to civil, commercial, consumer protection legislation and NOM-151-SCFI-2016, with the same force and consequences as the original physical handwritten signature of the signatory party. If the CONTRACT or any other document related to it is signed by electronic or digital means, the PARTIES agree that the formats of the CONTRACT and the other documents signed in such way will be kept and will be available to the CLIENT, so they agree that each and all the information and documentation will be made available to the CLIENT within his personal account of the AVAFIN WEB PORTAL, as well as, where appropriate, sent by AVAFIN to the email address provided by the CLIENT for confirmation. Likewise, the CLIENT may request the AVAFIN customer service center, through the email indicated in his CREDIT APPLICATION, the information and documents indicated in this paragraph.

Therefore, aware of the content and legal scope of the obligations and rights contracted by the contracting PARTIES with the conclusion of this ADHESION CONTRACT, the client signs it by means of his ELECTRONIC SIGNATURE through the VERIFICATION CODE provided by AVAFIN, stating that he has knowledge and fully understands the obligation he acquires, accepting the amount of the credit that is granted, therefore, they sign it in accordance with it in Mexico City, Mexico, on the day indicated in the COVER of this CONTRACT.

THIS CONTRACT WAS APPROVED AND REGISTERED BY THE FEDERAL CONSUMER PROTECTION AGENCY UNDER THE NÚMERO\_\_\_\_\_ OF FECHA\_\_\_\_\_. ANY VARIATION OF THIS CONTRACT TO THE DETRIMENT OF THE CLIENT, COMPARED TO THE REGISTERED ADHESION CONTRACT, WILL BE CONSIDERED NOT TO HAVE BEEN PLACED.

RFC: LF1160616913	RFC: {{Customers.RFC}} {{Customers.Id}}
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Signature of AVAFIN's Legal Representative	Signature of the CLIENT
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**ANNEX B CONTRACT COVER**  
**Credit Code: {{Loans.Transaction Mapping}}**

This cover is an integral part of the CONTRACT and subject to the PARTIES to its fulfillment. THE CLIENT subscribes it in accordance with the provisions of Clause THIRTIETH of the CONTRACT.

CAT Total Annual Cost	ANNUAL INTEREST RATE	CREDIT AMOUNT	TOTAL AMOUNT PAYABLE	COMMISSIONS
				Amounts and Clauses
00.00% Excl. VAT for information and comparison purposes	Fixed Ordinary Interest Rate: ____% (plus VAT)  Fixed Moratorium Interest Rate: ____% (plus VAT)	\$00.00 M.N.	\$0.00 M.N.	By opening: not applicable By prepayment: Not applicable By collection: Not applicable Eleventh Clause: This CONTRACT does not provide for the collection of any type of commission.

**Interest calculation methodology:** The ordinary interest will be calculated as follows: Principal amount of the credit multiplied by the result of dividing the fixed annual ordinary interest rate by 360, multiplied by the number of days elapsed since the opening of the credit and the payment deadline.

**Credit term:** \_\_\_\_\_

**Your Payments will be as follows:**

<u>Number</u>	<u>Amount</u>	<u>When payments are made</u>
	<b>\$00.00</b> (Includes VAT, so there may be small variations in each payment)	PERIODICITY: PAYMENT DEADLINE:

*Take care of your ability to pay, generally your credit payments should not exceed 35% of your periodic income, late costs are very high*

**AUTHORIZATION:** Personal data may be used for marketing: Yes NO

**DOUBTS, CLARIFICATIONS AND CLAIMS:**

*For any questions, clarifications or complaints, please contact:*

*Address: Dante 36, 5th floor, Colonia Anzures, C.P. 11590, Alcaldía Miguel Hidalgo, Mexico City.*

*Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_*

*Website: \_\_\_\_\_, or where appropriate:*

*PROFECO: Tel: 01-800-468-87-22 Website: www.profeco.gob.mx*

**STATEMENT OF ACCOUNT / CONSULTATION OF MOVEMENTS**

*Periodic statement: \_\_\_\_\_*

*Query in [\_\_\_\_\_]*

**Registration data in the Public Registry of Adhesion Contracts:** \_\_\_\_\_

Date of Signature: [DAY] of [MONTH] of 20[YEAR]; Signature Time: [TIME]:[MINUTE]:[SECOND]; Name of the Creditor: [FULL NAME CLIENT]; CURP: [CLIENT CURP]; Client ID: [\*\*\*]; Credit ID: [\*\*\*]; IP: [\*\*\*]