

**Cover Sheet OF THE LOAN AGREEMENT**, entered into by and between: Proximus Finance S. de R.L. de C.V. the "Creditor", with address at: Shakespeare No. 30, piso 3, Col. Nueva Anzures, Del. Miguel Hidalgo, CP. 11590, Mexico City, RFC PFI160329D43, Tel. 55 4744 7373, and [REDACTED], the "Debtor", who identifies herself with **Identification Card**, number: [REDACTED] with address in [REDACTED] Tel. [REDACTED]

CAT Total Annual Cost*	ANNUAL DEFAULT T INTERE ST RATE*	CREDIT AMOUNT*	TOTAL PAYABLE AMOUNT*	COMMISSIONS
				Amounts and Clauses
For comparative and informative purposes <b>8959.95%</b>	<b>360.00%</b>	<b>\$600.00</b> National currency	<b>\$646.80</b> National currency plus applicable VAT	Drawdown <b>39.00% / monthly</b> (Clauses 1 and 5) Extension <b>39.00 % / monthly</b> (Clauses 1 and 9) Collection <b>\$200.00 National Currency</b> (Clauses 1 and 10) Commission for Deferred Payment Service: <b>5% of the Outstanding Balance</b> , plus VAT (Clause 10)

**Default Interest Calculation Methodology:** The Default Interest shall be calculated on daily unpaid balances during the entire term between the applicable Payment Date for a Loan and the date in which total payment of the Debtor's obligations pursuant to the Agreement is actually made.

**Electronic Means:** The "Debtor", knows, acknowledges and accepts that the Cover Sheet herein, as well as the Loan Agreement is executed by electronic means, giving it full validity in terms of articles 1803, section I of the Federal Civil Code, 89 and 89 Bis Commercial Code and NOM-151-SCFI -2002 and 10 BIS 1 Sixth Paragraph of the Financial Services Transparency and Regulation Act (*Ley Para La Transparencia y Ordenamiento de los Servicios Financieros*), both parties agreeing that for the authentic verification of this legal act an electronic e-mail or the debtor's acceptance of the instrument's general conditions through the website where it was obtained, shall suffice.

**Term of the Loan: 30.04.2019 \* (for First Drawdown) Your payments shall be as follows:**

Number 1(One)	Amount * \$646.80	When payments are made*04.30.2019
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Failure to comply with your obligations can result in commissions and default interest.

**Authorization:** Personal data may be used for marketing:

♦ Yes ☐ No

**Doubts, clarifications, and claims:** For any doubt, clarification, or claim, please contact: Proximus Finance, S. de R.L. de C.V, Shakespeare No. 21, piso 9, Col. Nueva Anzures, Del. Miguel Hidalgo, CP. 11590, Mexico City, Tel.: 55 4744 7373, e-mail: info@dineria.mx, www.dineria.mx. or if appropriate PROFECO: Telephone 01-800-468-87-22, www.profeco.gob.mx

**MOVEMENT QUERY:** You can consult the movements of your Loan through your Profile on the following website: www.dineria.mx

\*The values of this Cover Sheet correspond to the first provision and may vary for other provisions.

The  
Debtor

By accepting the Cover Sheet of the Loan Agreement herein, the Debtor states her express consent to the contents hereof, as well as of the provisions contained in the Agreement.



<p>I expressly authorize Proximus Finance, S. de R.L. de C.V. to carry out investigations regarding my credit behavior with the Credit Information Entities. Furthermore, I state that I am aware of the nature and scope of the requested information, and the use that Proximus Finance, S. de R.L. de C.V. shall give to such information and that the latter may perform periodic queries about my credit record, agreeing for this authorization to be valid during the time in which the legal relationship between us is maintained.</p>	<p>Debtor</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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# Agreement AG2046022

24.04.2019

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## Section I. Core Provisions

### Creditor

"Proximus Finance S. de R.L. de C.V."

RFC: PFI160329D43  
Address: Shakespeare No. 30, piso 3, Col. Nueva Anzures,  
Del. Miguel Hidalgo, CP. 11590, Mexico City  
Branch: Call Center  
Representative authorized: -  
E-mail: info@dineria.mx Telephone:  
55 4744 7373

### Debtor

RFC: [REDACTED]  
Address: [REDACTED]  
Phone: [REDACTED]  
Bank Account: [REDACTED]

1. Limit of Credit Facility, Mx Pesos: **\$10000.00**

## Section II. Drawdowns of the Credit Amount

1. Credit Amount, Mx Pesos:	<b>\$600.00</b>	5. Payment Date:	<b>30.04.2019</b>
2. Drawdown Commission, Mx Pesos:	<b>\$46.80</b>	6. Cut-off Date:	<b>Biweekly</b>
3. Default Interest per day, %:	<b>1</b>	7. Total Amount to be paid by the Debtor, Mx Pesos:	<b>\$646.80</b>
4. CAT %:	<b>8959.95</b>	8. Collection Commission, Mx Pesos:	<b>200.00</b>

### 9. Payment Schedule

Payment Date	Amount of the first Drawdown, Mx Pesos	Payment of the first Drawdown, Mx Pesos:	Commission Payment for the first Drawdown, Mx Pesos:	Total Payment for the first Drawdown, Mx Pesos:	Commission per extension for the first drawdown, Mx Pesos:
30.04.2019	\$600.00	\$600.00	\$46.80	\$646.80	\$117.00

10. Amount of the Loan payment extension terms: Pursuant to section III 9. Extension Commission :: **39.00 % / Monthly**

11. Any payment that the Debtor must make pursuant to this agreement must be made: (i) by cash deposit, in any branch of the Creditor; (ii) in any branch belonging to BBVA Bancomer banking institution to account 0106837549 in the name of Proximus Finance S. de R.L. de C.V. ; or (iii) by interbank transfer to the CLABE account 012180 [REDACTED] in the name of Proximus Finance S de RL de C.V., indicating the agreement number as reference when making the payment.

By executing this Agreement the Debtor represents that:

- 1) The information set forth in Section I of this Agreement is correct and true;
- 2) The telephone number and e-mail indicated in Section I of this Agreement, may be used as means of identification and communication with the Debtor, including for the Debtor to request a modification to the Credit Facility's Limit or for the Creditor to deliver the Credit Amount to the Debtor in the account indicated in Section I of this Agreement. The Creditor shall propose to the Debtor the modifications leading to Sections I and II of the Agreement, and shall use the contact information so that the latter can approve them;
- 3) The content of each one of Sections I, II and III of the Agreement have been informed and explained, is in agreement with them and is fully aware of the obligations under her responsibility arising from this Agreement; and
- 4) She has legal capacity to bind herself and is not under the influence of alcohol, narcotics and/or any psychotropic substance.
- 5) That pursuant to the terms of articles 1803 section I of the Federal Civil Code and 2 sections I, XIII, XIV, XXIII of the Advanced Electronic Signature Act (*Ley de Firma Electrónica Avanzada*), the Debtor acknowledges:
  - 5.1) That the signature below is a digital representation of the handwritten signature of the legal representative of Proximus Finance, S. de R.L. de C.V., which provides it with full probative value and recognition pursuant to Instrument No. 1508 granted by public broker 78 of the State of Jalisco which is made visible.
  - 5.2) That this agreement is signed in a handwritten or digital way using the electronic device that is set thereof, acknowledging the signature as her own and with the same scope and effects of a handwritten signature to prove the obligation's existence and to be admissible in court as evidence.

Proximus Finance S. de R.L. de C.V.

Debtor

Proximus Finance S. de R.L. de C.V. has provided me with a copy of its privacy notice including the detail of the information that is collected from me and its purposes pursuant to the terms of the Protection of Personal Data Held by Individuals Federal Act (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*).

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### Section III.

#### Definitions

1. For purposes of the Agreement, the following terms shall have the specified meaning:

**Cover Sheet:** Means the cover of the Agreement.

**CAT:** Total Annual Cost determined pursuant to the provisions of a general nature issued by the Bank of Mexico set forth in the Cover Sheet.

**Agreement:** this Loan Agreement entered into by the Parties, which includes the Cover Sheet, Sections I, II, and III, as well as any amendment(s) made as a result of Subsequent Drawdown(s).

**Drawdown Commission:** means the commission that the Debtor must pay for each Loan pursuant to (i) the amount indicated in the Agreement's Cover Sheet; or (ii) if applicable as agreed by the Debtor for purposes of Subsequent Drawdown (s). The Drawdown Commission shall be precisely generated on the Drawdown Date and shall be enforceable as of the Payment Date. Extension Commission: means the commission that the Debtor may pay before or until the Payment Date to obtain an Extension for the Loan in effect at that time. This commission may be variable for each loan made to the Debtor.

**Collection Commission:** means the commission that the Debtor must pay in the event of payment delay of any amounts for which she is liable hereunder pursuant to the amount indicated in the Agreement's Cover.

**Subsequent Drawdown(s):** means the granting of one or more additional Loan(s) pursuant to the provisions of the Agreement.

**Collection Date:** means (i) any combination of up to four day numbers or week days, for any calendar month specified in Section II; and solely in the event that they are not specified or that any calendar month within the term of the Agreement does not have one or more of such day numbers, shall mean (ii) the 15th and the last day of the appropriate calendar month.

**Drawdown Date:** effective date in which the Credit Amount is delivered to the Debtor.

**Payment Date:** means regarding each Loan, the Cut-off Date immediately following the Drawdown Date, in which the Debtor must pay the entire Credit Amount including the commissions, charges, interests and other applicable accessories. **Default Interest:** means the interest for late payment on the Credit Amount calculated on daily unpaid balances according to the rate specified on the Cover Sheet.

**Limit of Credit Facility:** means the amount of the Credit Facility set forth in Section I, Clause 1, within which the Debtor may request Subsequent Drawdown(s).

**Electronic Means:** means any electronic communication means currently known or to be invented, including without limitation the following: (i) via by the telephone service that the Creditor operates for its commercial operation; and (ii) through the Internet Site.

**Amount of the Loan:** means the amount of principal actually delivered by the Creditor and received by the Debtor, and which amount does not include interests, Commissions or accessories of any other nature, within the Limit of the Credit Facility pursuant to (i) the amount specified in the Cover Sheet and in Sections I and II of this Agreement; or in its case (ii) the amount specified in the amendments to Sections I and II of this Agreement that may be made pursuant to a Subsequent Drawdown.

**Profile:** Debtor's personal account on the Internet Site, available only with the Debtor's mail and password. **Loan:** means every occasion in which the Creditor delivers a Credit Amount to the Debtor as a loan, including Subsequent Drawdowns.

**Extension:** means the right that the Debtor acquires through payment of an Extension Commission to defer the Loan's Payment Date then in force, in the terms set forth in this Agreement.

**Internet Website:** Refers to the Creditor's Internet Site through which the operations and acts set forth in the Agreement are carried out.

**Branch:** any establishment of the Creditor (updated list available on the Website)

**Deferred Payment Service Fee:** means the amount that the Debtor must pay the Creditor, in the event that there is a delay in the payment of her debt, the balance due is deferred in installments, prior approval by the Creditor.

#### Subject Matter of the Agreement and General Terms

##### 2. Subject Matter.

The Creditor grants the Debtor a Loan for the amount of the Credit Amount, and the Debtor acknowledges to be indebted and undertakes to pay such Loan pursuant to the terms and conditions of this Agreement on the Payment Date, including commissions, interest, and other accessories specified in this Agreement or those that are set forth for Subsequent Drawdowns prior consent by the Debtor. Any payment that the Debtor shall make pursuant to this agreement must be made in the manner and terms set forth in Section II herein, with the understanding that if for any circumstance whatsoever payment made by the Debtor in the account of the Creditor is not credited, the Debtor shall not be relieved of the performance of such payment and its accessories, until such payment can be made in the manner and terms set forth in this Agreement, thereby generating the Creditor's right to claim payment for the appropriate accessories pursuant to this Agreement.

The "Debtor", knows, acknowledges and accepts that the Cover Sheet herein, as well as the Loan Agreement is executed by electronic means, giving it full validity in terms of articles 1803, section I of the Federal Civil Code, 89 and 89 Bis Commercial Code and NOM-151-SCFI-2002 and 10 BIS 1 Sixth Paragraph of the Financial Services Transparency and Regulation Act, both parties agreeing that for the authentic verification of this legal act an electronic e-mail or the debtor's acceptance of the instrument's general conditions through the website where it was obtained, shall suffice.

##### 3. Regulatory Inclusions:

**Grace Period.** The Debtor shall have a ten (10) business days grace period after executing the Agreement for the cancellation of the Agreement free of charge of any Commission for the Debtor for such termination. The foregoing, provided that the Debtor has not received the Credit Amount.

**Period in which Interest and Applicable Terms to the Advance Payment shall not be Generated.** In the event of prompt payment on the Payment Date, the only amount to be paid for the granting of the credit is the Drawdown Commission which is generated on the Drawdown Date and no interest shall be generated between the Drawdown Date and the Payment Date, nor during the Extensions. Advance payments are not penalized.

**Interest for Due Terms.** The Creditor can not demand interest payment in advance but only for due periods.

4. **Drawdown** The Creditor shall make the Credit Amount available to the Debtor by deposit in the bank account that the Debtor specifies in this Agreement or in any other way that the Debtor approves in writing or through Electronic Means.





5. **Drawdown Commission.** As consideration for the Loan that the Creditor grants to the Debtor, the Debtor must pay the Creditor a Drawdown Commission and repay the Credit Amount to the Creditor on the Payment Date.
6. **Loan Payment.** The Debtor shall pay the Creditor the Credit Amount corresponding to each Loan, including the Commissions, interest, and other applicable accessories, precisely on the Payment Date applicable to each Loan.
7. **Payment Method.** The Debtor may and shall make the payment of each Loan, including the Commissions, interests, and other applicable accessories to the Creditor's bank account specified in Section II of the Agreement, or in cash in any Branch authorized to receive payments or, through an automatic charge to the bank account designated for such purposes in Exhibit I of this agreement called "AUTHORIZATION OF BANK ACCOUNT CHARGE", in which case, the parties agree that if such format has been filled out and authorized by electronic means, the automatic charge shall be the primary payment option. Every payment shall include the reference to the Agreement number indicated in Section II. The payment made by the Debtor that does not comply with the provisions of this Agreement, shall not be considered received until the moment of its identification.
8. **Default Interest:** In the event that the Debtor does not pay the Credit Amount in the terms set forth in the Agreement, the Debtor shall be obliged to pay the Creditor Default Interest generated during the entire period between the applicable Payment Date of a Loan and the date in which the total payment of the Debtor's obligations under the Agreement is effectively made.
9. **Extension:** The Debtor shall have the right, but not the obligation, to obtain by payment of an Extension Commission, the deferral of the Payment Date until the Cut-off Date immediately following the date on which the Payment Date applicable to the Loan, then current, would originally occur. This right shall be exercised by the Debtor no later than the Payment Date on which the Loan must be paid pursuant to the terms of the Agreement.
10. **Commission for Deferred Payment Service:** In the event that the Debtor becomes delinquent regarding payment of any amount which she is obliged to pay in favor of the Creditor pursuant to this agreement; she may request from the Creditor, its authorization so that the balance due is deferred in equal fixed payments on a weekly, fourteenth day, biweekly or monthly basis, for a period of time determined by the Creditor. At the Creditor's own discretion payment of the due balance shall be restructured or not, based on the Debtor's credit history. Every time the Debtor requests that the payment of the due balance be deferred, the express and written authorization of the Creditor shall be required. If the Debtor's request to defer and restructure the due balance's payment dates is authorized by the Creditor, the Debtor is obliged to pay in favor of the Creditor, for the authorization of the due balance's deferred payment, an additional amount equal to 5 % (five percent) plus VAT of the amount owed. In the event that the Debtor fails payment of the charge referred to in this clause (once authorized by the Creditor) at the moment in which it is required for it by the Creditor, such authorization shall be rendered ineffective, and consequently the Creditor may automatically require the due balance's total payment.
11. **Collection Commission:** In the event that the Debtor does not pay any amounts owed to the Creditor within 30 calendar days after they become due, a Collection Commission shall be generated.

#### Subsequent Drawdowns

12. **Subsequent Drawdowns.** Subsequent Drawdowns. Subject to the condition of the total payment of any previous Loan granted under the Agreement, and the Commissions and/or Charges generated accordingly, the Debtor may request the Creditor to grant an additional Loan, always below the Limit of the Credit Facility.
13. **Consent for Subsequent Drawdowns.** The Debtor herein agrees that she may request and consent to the granting of Subsequent Drawdowns, through Electronic Means, which shall continue to be subject to the provisions of this Agreement, except for what the Debtor consents through such Electronic Means. Likewise, the Debtor authorizes the Creditor, in case the Creditor deems it necessary, to update the Agreement to reflect the Credit Amount in effect on a certain date subsequent to the Agreement's execution.
14. **Variation for the Subsequent Drawdowns.** The Debtor herein agrees that the conditions offered by the Creditor for the Subsequent Drawdowns, including without limitation the Cut-off Date (s) the amount of the Drawdown Commission, the Extension Commission, could vary regarding those contained herein, as of the date of this Agreement, so in such event the Debtor shall grant her consent regarding any of such variations through Electronic Means, without this preventing that she may also express her consent in writing.
15. **Applicable Terms to the Subsequent Drawdowns.** Except for the variations foreseen in the immediately preceding Clause, Subsequent Drawdowns shall be governed by the same rules set forth for the first Loan that has been granted to the Debtor pursuant to this Agreement.

#### Rights and Obligations of the Parties. Other Provisions

16. The Debtor shall notify the Creditor by Phone, through the Profile on the Website or in the Branch, of any change to the given information (including the Debtor's E-Mail, Telephone Number, the Debtor's Account) and is set forth in the Agreement, to her official identification or place of work, within 5 business days following the modification act.
17. The Creditor may request the Debtor via telephone to confirm the change to the information, using the telephone number provided by the Debtor, on the Website, in the Branch and/or otherwise. Until that moment, the Creditor may refuse to grant the Credit Amount or deny the granting of the Extension.
18. The Debtor may receive information regarding its obligations and movements, pursuant to this Agreement, free of charge in the Branch, calling by telephone, through the Profile or the Website. If the Debtor becomes delinquent in paying for her obligations for more than 10 calendar days, the Creditor may send, but shall not be obliged to, a reminder regarding the outstanding debts.
19. The Creditor may create the Debtor's credit history with regard to the Debtor's liabilities, and may deliver the Debtor's information to other creditors of the latter (including future creditors), provided it has the consent of the Debtor. As per the Creditor's request, the Debtor shall submit the documents related to her income and expenses for the last 6 months within a 7 days term.
20. The Debtor's data processing for purposes of registering customers shall be carried out in accordance with the provisions of the Protection of Personal Data Held by Individuals Federal Act.
21. As of the activation of the Debtor's Profile, your account statement shall be available to you so that it can be reviewed by you at any time. The account statement shall be updated at least once a month. In the event that the Debtor requires a physical copy of the account statement, she may attend the branch where the transaction was carried out. The only requirement shall be the activation your Profile pursuant to the provisions of this Agreement. The submissions and follow-up of requests, clarifications, disagreements and complaints related to the subject matter of this Agreement must be made by telephone or email to the Creditor's data specified in this Agreement, or submitted at the Branch where the transaction was carried out, and [SIC] must [SIC] be submitted, at the latest, within [10] calendar days following the Agreement's execution date and shall be attended to within a period of [30] calendar days after their reception.





22. Taxes. Value Added Tax must be added to all the amounts provided for in this Agreement under the terms of the applicable laws:  
23. Nothing in this Agreement implies an obligation for the Creditor to grant any Loan whatsoever in favor of the Debtor when the Debtor does not comply with the Creditor's policies for the granting of the credit.

#### **Assignment, Early Termination, Amendments to the Agreement, Notifications and Applicable Jurisdiction**

24. The Creditor may transfer or assign the rights arising from the Agreement or a part of them, to related its parties and/or to any third party of their choice, without the need of the Debtor's consent. For purposes of the assignment herein provided, the Debtor accepts that such assignment is notified to her either by the Creditor or by the assignee.  
25. The Creditor may early terminate the Agreement and demand the anticipated forced fulfillment by the Debtor of the payments under her charge, provided that 1) the Debtor has provided false data or information, or counterfeit documents; 2) the Debtor is late in the Credit Amount's payment for more than [30] days; and/or 3) the circumstances under which the basis they established for the execution of the Agreement have changed.  
26. This Agreement may be amended by the Creditor by written notice or by Electronic Means to the Debtor upon entry into force of such amendment. Any amendment, consent or exemption regarding the terms and conditions under which this Agreement is executed, shall not produce any effect unless they are in writing, so neither party can enforce any amendment, consent or exemption of made verbally, being null any provision in such sense.  
27. All notifications or notices made by the parties regarding this Agreement, shall be made in writing and shall be delivered to each party of this Agreement in the addresses indicated in section I of this Agreement, being obliged if appropriate to notify each other of any change of address, since otherwise, the notifications that must be made in the addresses specified in this Agreement shall be deemed as validly made, including any payment or collection requirement that the Creditor makes to the Debtor, who therefore shall be entitled to collect the amount which has been generated in its favor under collection concept.  
28. This Agreement shall be governed by the applicable laws in Mexico City, Mexico. Any controversy or dispute arising regarding the interpretation, compliance and execution of this instrument, in the case of the Debtor, shall be enforced via the administrative proceeding before the Federal Consumer Protection Agency (*Procuraduría Federal del Consumidor*), and in any event to the jurisdiction of the competent courts of Mexico City, Mexico; in the case of the Creditor, its rights shall be exercised before the jurisdiction and competence of the courts of Mexico City; both parties expressly waiving any other jurisdiction or competence to which they might be entitled based on their current or future address.

#### **Provisions on Financial Technology**

29. Neither the Federal Government nor the state-owned public administration entities shall be liable for or guarantee the resources of the Clients that are used in the Transactions entered with the Institutions or before others, nor assume any liability for the obligations contracted by the ITF (for its acronym in Spanish) or by one client before another, pursuant to the transactions that they enter into.  
30. The authorization to carry out the activities regulated by the Financial Technology Institutions Regulation Act (*Ley para Regular las Instituciones de Tecnología Financiera*) is in process, therefore it is not an activity supervised by Mexican authorities.

[www.dineria.mx](http://www.dineria.mx) 55 4744 7373 [info@dineria.mx](mailto:info@dineria.mx)

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# Authorization of Charge to Bank Account

No. [REDACTED]



Under this instrument, the undersigned herewith authorizes Proximus Finance S. de R.L. de C.V., so that the payments of the credit that I have contracted with this company are made through the account in the name of [REDACTED], based on the following information:

Name of the Bank that handles the Account: [REDACTED]

Account's Identification Data:

Debit card number (16 digits) [REDACTED]

Account's Standardized Bank Code ("CLABE" for its acronym in Spanish) (18 digits) [REDACTED]

In the event that the Account subject of this authorization does not have sufficient funds to cover the partial payment plus ordinary interest, the undersigned authorizes Proximus Finance S. de R.L. de C.V., to make the charge attempts deemed necessary at any time, to cover the debt, including capital, ordinary interest and default interest, as the case may be.

This authorization shall be valid for the entire term of the Credit Agreement and shall continue in force until all obligations under my charge have been fully complied with.

I am aware that at any time I shall be able to request Proximus Finance S. de R.L. de C.V. the cancellation free of cost of the realization of the requested recurrent charge.

Client's Name: [REDACTED]

Date: [REDACTED]

Phone: [REDACTED]

E-mail: [REDACTED]

[REDACTED]

I AUTHORIZE THROUGH ELECTRONIC MEANS PURSUANT TO THE TERMS OF ARTICLE  
18 OF THE FINANCIAL SERVICES TRANSPARENCY AND REGULATION ACT

