

CURRENT ACCOUNT CREDIT OPENING AGREEMENT FOR THE USE OF VOUCHERS FOR CASH LOANS, ENTERED INTO BY AND BETWEEN C&H RESOLUCIONES, S.A. DE C.V., HEREINAFTER REFERRED TO AS "THE LENDER", REPRESENTED BY THE PERSON WHO SIGNS THE COVER PAGE OF THIS AGREEMENT; ON THE OTHER HAND, AS BORROWER, THE INDIVIDUAL WHOSE NAME AND SIGNATURE IS SET FORTH AT THE END OF THIS AGREEMENT AND WHO IS HEREINAFTER REFERRED TO AS THE "BORROWER"; AND AS JOINT OBLIGOR AND/OR GUARANTOR, WHOSE NAME AND SIGNATURE IS SET FORTH AT THE END OF THIS AGREEMENT AND WHO IS HEREINAFTER REFERRED TO AS THE "JOINT OBLIGOR AND/OR GUARANTOR", IN ACCORDANCE WITH THE FOLLOWING DECLARATIONS AND CLAUSES:

## DECLARATIONS

### I.- "THE LENDER" DECLARES, THROUGH ITS LEGAL REPRESENTATIVE THAT:

- a) It is a Commercial Society (Sociedad Mercantil) that is legally constituted in accordance with the applicable legislation in the United Mexican States, obliging itself under the terms established in this contract.
- b) Within its corporate purpose is to give or take money in loan with or without guarantee and indicates as domicile, for the effects related to the present contract, the real estate located at Carretera México Toluca number 2430, Piso 3, Colonia Lomas de Bezares, Alcaldía Miguel Hidalgo, C.P. 11910, Mexico City.
- c) It is registered before the Ministry of Finance and Public Credit through the Tax Administration Service, through the Federal Taxpayers Registry, with the number AFO130826J86.
- d) It is its intention to grant credit to THE BORROWER in accordance with the stipulations of this agreement.

### II.- THE "BORROWER" DECLARES THAT:

- a) He/she is a natural person of Mexican nationality, of legal age, with CURP and domicile in the property indicated in the Credit Application of this contract, with sufficient economic and moral capacity to assume the obligations subject of this contract and comply with them in the terms specified below, declaring under oath that he/she is not legally unable to enter into the same and that the information contained in this contract, as well as in the credit application and any other document he/she has delivered to THE LENDER, is true.
- b) In order to comply with the provisions of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Proceeds, has exhibited to THE LENDER, copies of the documents listed below:
  - 1. Personal identification, which must be an original official document issued by competent authority, in force, showing photograph, signature of the bearer and, if applicable, address.
  - 2. Proof of address (property tax bill, electricity bill, telephone bill, or any other document acceptable to THE LENDER).
  - 3. Proof of the Clave Única de Registro de Población, issued by the Secretaría de Gobernación, (in case of having it).
  - 4. Federal Taxpayers Registry (with homoclave) and Tax Identification Card (in case of an individual with business activity), as well as the Advanced Electronic Signature, (if available).
- c) Prior to the execution of this agreement, THE LENDER has informed you of the content and scope of the agreement, the charges, commissions or expenses that will be generated by the credit granted, as well as the corresponding Total Annual Cost (TAC), which is provided for information and comparison purposes only.
- d) Prior to the execution of the present act, he/she gave THE LENDER his/her written authorization to carry out the investigation of his/her credit history under the terms of the provisions of the Law to Regulate Credit Information Companies.
- e) It has sufficient economic resources to comply with each and every one of the obligations assumed by the execution of this agreement, which come and will come from lawful sources.

f) That, prior to the execution hereof, THE LENDER explained the treatment that will be given to your personal data through the delivery of a Privacy Notice, in terms of the Federal Law of Protection of Personal Data in Possession of Individuals, which states, in addition to the treatment that will be given to your personal data, the rights of access, rectification, cancellation or opposition that you have and how you can enforce them. Finally, THE LENDER points out that the privacy notice may be consulted through its website [www.conmigovales.com](http://www.conmigovales.com) and likewise any change and / or total or partial modification to the Privacy Notice will be announced through the aforementioned website and / or directly in the branches of THE LENDER.

g) Prior to the execution of this act, THE LENDER made of its knowledge the terms and conditions contained in the clauses of this contract, being in agreement with the same and manifesting use and enjoyment of capacity to enter into the same.

### **III.- THE "JOINT OBLIGOR AND/OR GUARANTOR" DECLARES THAT:**

a) He/she is a natural person of Mexican nationality, of legal age, with CURP and domicile in the property indicated in the Credit Application of this contract, with sufficient economic and moral capacity to assume the obligations subject of this contract and comply with them in the terms specified below, declaring under oath that he/she is not legally unable to enter into the same and that the information contained in this contract, as well as in the credit application and any other document he/she has delivered to THE LENDER, is true.

b) Having legal capacity, he/she appears to the present contract in his/her own right as OINT OBLIGOR AND/OR GUARANTOR of the BORROWER, assuming the obligation to pay to THE LENDER, the amounts of money owed to him/her as a result of the present contract.

c) In order to comply with the provisions of the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Proceeds, it has exhibited to THE LENDER, copies of the documents listed below:

1. Personal identification, which must be an original official document issued by competent authority, in force, showing photograph, signature of the bearer and, if applicable, address.

2. Proof of address (property tax bill, electricity bill, telephone bill, or any other document acceptable to THE LENDER).

3. Proof of the Clave Única de Registro de Población, issued by the Secretaría de Gobernación, (in case of having it).

4. Federal Taxpayers Registry (with homoclave) and Tax Identification Card (in case of an individual with business activity), as well as the Advanced Electronic Signature, (in case of having it).

d) That it has the capacity to sign this contract and that it has sufficient economic resources to comply with each and every one of the obligations assumed by the execution of this contract, which come and will come from lawful sources.

e) Prior to the execution of this agreement, he/she granted THE LENDER his/her written authorization to carry out the investigation of his/her credit history under the terms of the provisions of the Law to Regulate Credit Information Companies.

f) That, prior to the execution hereof, THE LENDER explained the treatment that will be given to your personal data through the delivery of a Privacy Notice, in terms of the Federal Law for the Protection of Personal Data in Possession of Individuals, which states, in addition to the treatment that will be given to your personal data, the rights of access, rectification, cancellation or opposition that you have and how you can enforce them. Finally, THE LENDER points out that the privacy notice may be consulted through its website [www.conmigovales.com](http://www.conmigovales.com) and likewise any change and / or total or partial modification to the Privacy Notice will be announced through the aforementioned website and / or directly in the branches of THE LENDER.

By virtue of the foregoing, the parties agree to the following clauses:

**C L A U S E S**  
**CHAPTER I. DEFINITION OF TERMS**

**FIRST. DEFINITIONS:** The terms defined below, without the need for quotation marks, shall have the following meanings, which shall be equally applicable in the singular and plural:

**BORROWER:** means the person whose name is stated in the credit application of this agreement under that heading, responsible for the payment of the credit and signs under this character at the end of this instrument.

**CREDITOR:** means C&H RESOLUCIONES S.A. de C.V.,

**GUARANTOR:** means the person whose name is stated on the face of this agreement under that heading, responsible together with THE BORROWER for the payment of the loan and signs under this title at the end of this instrument.

**CHARTER:** Informative chart specifying the main terms and conditions of the credit documented in the present contract, such as credit line, CAT, cut-off date and payment limit date of the associated credit, document that will be delivered to THE BORROWER at the signing of the present instrument.

**TOTAL ANNUAL COST (CAT):** The CAT means and is defined as the Total Annual Cost of financing expressed in annual percentage terms which, for information and comparison purposes, incorporates all the costs and expenses inherent to the Credit in accordance with the components, methodology, calculation and periodicity published by the Bank of Mexico through publication in the Official Gazette and indicated on the Credit Schedule, under the CAT heading.

**BUSINESS DAY:** means, singular or plural, any day other than Saturday, Sunday or holiday, on which credit institutions in Mexico City are authorized to open to the public for banking operations, as established from time to time by the National Banking and Securities Commission in the Official Gazette of the Federation.

**DOMICILIATION:** A service that consists of ordering a bank to automatically pay certain services or debits charged to specific savings, checking, payroll or credit and debit card accounts, or by electronic means, such as the Internet.

**CUT-OFF DATE:** Means the last day of the period in which the transactions are recorded, which are the 7th and 22nd of each month.

**PAYMENT DATE:** Date on which the payment must be made.

**AUTHORIZED THIRD PARTIES OR USERS:** means the persons authorized by the BORROWER to make cash withdrawals against your credit.

**CREDIT AMOUNT:** Means the amount of the authorized credit, which will be used for working capital as indicated in the Application, is the amount that is delivered to THE BORROWER, without taking into account interest, commissions, insurance and any other expenses at its expense (accessories).

**TOTAL AMOUNT OF THE CREDIT:** Total amount to be paid to THE BORROWER, resulting from adding all the periodic payments that include the following concepts: i) amount for principal payment; ii) amount of ordinary interest; iii) if applicable, VAT of the interest; iv) if applicable, commissions and v) if applicable, insurance premiums contracted.

**JOINT OBLIGOR:** means the person whose name is stated on the face of this agreement under that heading and signs under this character at the end of this instrument.

**PAYMENT IN ADVANCE:** Partial or total payment, which is not yet due, applied to cover periodic payments of the respective loan, immediately following;

**ADVANCE PAYMENT:** Partial or total payment of the Unpaid Balance of a loan, prior to the date on which it becomes due and payable.

receive any prepayment,

**REVOLVING:** Contractual characteristic of the opening of credit, which gives THE BORROWER the right to make payments, partial or total, of the provisions previously made, being authorized, as long as the contract is not concluded, to dispose of the balance in the manner agreed upon in its favor.

**CREDIT APPLICATION:** Means, the general data page, which is an integral part of this Contract in which the general information of the BORROWER, among others, is stated.

## **CHAPTER II. OPENING AND TYPE OF CREDIT.**

**SECOND. CREDIT OPENING:** In this act, THE LENDER, grants a credit under the current account form up to the amount of the Credit Amount; that is established in the Cover Page of the present Contract and in the credit application form in national currency, to THE BORROWER who accepts, in the terms and conditions foreseen in the present contract. The amount of the credit does not include interest, expenses, insurance premiums and other legal accessories that THE BORROWER must cover to THE LENDER and that are stipulated in this contract.

**THIRD. CREDIT LIMIT:** During the term of the Contract, the parties agree that THE LENDER shall have the right to modify, based on its policies and the applicable legislation, the Total Credit Amount, in the understanding that, in the event of an increase or decrease in the Total Credit Amount, THE LENDER shall notify THE BORROWER of such situation in writing or by electronic means.

THE LENDER and THE BORROWER agree that based on THE BORROWER's performance with respect to the loan subject to this chapter, THE LENDER may increase or limit the amount of the loan at THE LENDER's sole discretion.

**FOURTH. REVOLVENCY:** The loan in question shall be revolving in nature, without the maximum maturity date exceeding the date established herein. The revolving nature is subject to the conditions and/or modalities of disposition indicated in the DISPOSITION clause. Consequently, THE BORROWER may make advance payments for the amortization of the amounts that it or the persons it has authorized to make drawdowns against the loan, in partial or total repayment, being entitled, until the term of this agreement expires, to make, by itself or through its authorized persons, new drawdowns of the balance in its favor, which drawdowns shall be made in the manner set forth in the DISPOSITION clause.

The parties agree that the reciprocal remittances to be made shall be recorded as credit and/or debit items in an account, the resulting balance constituting at all times the credit available and, if applicable, due, and THE BORROWER shall consequently be obliged to reimburse THE LENDER the total of the amounts of money it has drawn down and which may be charged to it.

## **CHAPTER III. VALIDITY OF THE CREDIT**

**FIFTH. TERM:** This agreement shall be in force until the maturity date indicated on the face of this Agreement. Upon expiration of this term, the contract shall be automatically renewed for consecutive periods of 18 (eighteen) months, except in cases of credit restriction or denunciation.

Notwithstanding its termination, this contract shall produce its full legal effects until THE BORROWER has settled, in full, all amounts due.

#### CHAPTER IV. DESTINATION AND FORM OF DISPOSITION

**SIXTH. DESTINATION:** THE BORROWER undertakes to use the total amount of the loan for the development of lawful commercial activities. By way of example but not limitation, THE BORROWER shall refrain from engaging in the following activities:

- (i) Production and commercialization of piracy,
- (ii) Gambling and nightclubs.
- (iii) Production and sale of alcoholic beverages,
- (iv) Unregulated logging; and
- (v) Any activity involving forced labor and the employment of minors under risky conditions.

**SEVENTH:** THE BORROWER shall draw on its line of credit as follows:

- (a) By means of partial drawdowns
- b) It may draw on its line of credit as long as it has an available balance.
- c) Draw on its line of credit through authorized third parties who must show THE LENDER the authorization called VOUCHER given to them by THE BORROWER.

The way to use the credit in any case shall be by means of payment orders and/or electronic transfers made by THE LENDER in the checking accounts or debit cards instructed by THE BORROWER for such purposes, which shall be considered as payment instructions in favor of the persons authorized by THE BORROWER.

In order for the AUTHORIZED THIRD PARTIES to be able to make cash withdrawals against this loan, they must appear at THE LENDER's offices and show the authorization given for such purposes by THE BORROWER called VALE, whose form, duly signed by the parties, is an integral part of this instrument as an annex. To such effect, the AUTHORIZED THIRD PARTIES must exhibit official identification and subscribe the receipt and/or promissory note corresponding to the money disposition made.

The parties agree that the drawdowns made against this loan by the persons authorized by THE BORROWER shall be understood as made by THE BORROWER, and THE BORROWER shall be obligated to reimburse THE LENDER the sums of money corresponding to such drawdowns, as well as the accessories that in terms of this agreement may be caused.

By virtue of the foregoing, the parties acknowledge that the provisions made by THE BORROWER or by AUTHORIZED THIRD PARTIES, in addition to the subscription of the promissory notes referred to, may be evidenced with the acknowledgement of receipt of the checks or with the receipts of the electronic transfers made to THE BORROWER or to the AUTHORIZED THIRD PARTIES.

In order for THE BORROWER or the AUTHORIZED THIRD PARTIES to avail of the credit indicated in the preceding clause, it is necessary that: i) THE BORROWER is current in the compliance of its obligations under this agreement; ii) THE LENDER has sufficient funds to be drawn by THE BORROWER; and, iii) in case the term of this agreement is longer than 18 (eighteen) months, THE BORROWER must have covered the amounts that may be charged to it, to make new drawdowns of the credit.

THE BORROWER, in favor of third parties, authorizes THE LENDER to deliver under the credit granted in this instrument, the amount indicated therein; the funds transfer orders; any device or interface that allows the making of payments or transfer of resources, as well as those others that the

National Banking and Securities Commission and the Bank of Mexico, jointly, recognize as such by means of general provisions.

**EIGHTH. INCREASE OF THE CREDIT AMOUNT:** THE LENDER, based on the credit behavior and payment capacity of the BORROWER, may make an offer to THE BORROWER to increase the limit of the Credit Amount, which, if applicable, must be expressly accepted by THE BORROWER through any of the means that THE BORROWER has enabled for such purpose and that are indicated, if applicable, in the communication of the offer. Once the offer is expressly accepted by THE BORROWER, THE LENDER shall proceed to increase the Credit Amount; THE BORROWER may request decreases to such Credit Amount through the Branch.

THE BORROWER, as long as it fully repays the total amount of the credit under the terms set forth in this agreement, may request a subsequent increase in the amount of its credit.

**NINTH. RESTRICTION:** THE LENDER may at any time and without liability limit or restrict the credit line or the term in which THE BORROWER is entitled to make use of it, or both at the same time, by means of a simple notice given to THE BORROWER.

#### **CHAPTER V. PAYMENTS, INTEREST AND COMMISSIONS**

**TENTH. PAYMENT OF CAPITAL, INTEREST AND COMMISSIONS:** THE BORROWER is obliged to pay THE LENDER the totality of each capital disposition it makes, or those made by the AUTHORIZED THIRD PARTIES, together with the interest and other accessories, without the need of any prior requirement or notice, as established in each disposition. In the event that the date on which the payments must be made is not a Business Day, THE BORROWER shall make the payment on the immediately following Business Day without charging commissions or interest.

At the latest on the expiration date of the term of this agreement THE BORROWER shall have paid to THE LENDER, all the amounts that may be charged to it.

**ELEVENTH. PLACE AND APPLICATION OF PAYMENTS:** All payments that THE BORROWER must make on account of this contract, for principal, interest and other accessories, shall be made on the agreed dates, without the need for prior notice or reminder, by means of deposit or electronic transfer of money to the bank account indicated in writing by THE LENDER. To this effect, THE BORROWER shall pay by: 1) In cash by deposit in any of the named credit institutions, or 2) banking correspondents, stores or branches of the companies to which it is affiliated or with which THE LENDER has an agreement for purposes of making the corresponding payment, 3) Domiciliation, shall be credited on the date that THE BORROWER indicates and instructs THE LENDER, 4) Electronic fund transfers, those made through the Interbank Electronic Payment System (SPEI) shall be credited on the same Business Day on which the transfer is ordered; if the payment is made through the Electronic Transfer System, it shall be credited no later than the Business Day following the one on which the transfer is ordered.

If for any reason the account number indicated above changes, THE LENDER shall inform THE BORROWER in due time so that it may make the deposits corresponding to the payments it is obliged to make under the terms agreed upon in this contract.

The payments made by THE BORROWER shall be applied in the following order: a) insurance premiums, b) taxes, c) collection expenses, if applicable, d) late payment interest, e) overdue ordinary interest, f) ordinary interest on current payment, g) overdue capital; and h) the surplus, if any, shall be applied to current capital.

THE LENDER will make two biweekly cut-offs per month; one cut-off will be on the 7th (seventh) day of each month and will include the transactions made between the 23rd (twenty-third) day of the



immediately preceding month and the 7th (seventh) day of the current month. The second cut-off will be on the 22nd (twenty-second) day of each month and will include the operations carried out from the 8th (eighth) to the 22nd (twenty-second) day of the current month.

The payment days shall be those indicated on the face of the contract, amortization table or, if applicable, THE BORROWER may contact THE LENDER's Customer Service Center at the following telephone number 800 953 0410 for further information.

**TWELFTH. ORDINARY INTEREST:** For the amounts of money that THE BORROWER or the persons authorized by THE BORROWER under the terms of this agreement, shall pay THE LENDER during the term of this loan, ordinary interest from the date of this agreement, for the simple passage of time of the Credit granted at an Ordinary Interest Rate expressed in simple and fixed annual terms, this applicable rate may range from 79.03% up to 150.10% depending on the amount of the loan. Interest rate indicated on the Face of this Agreement, on unpaid principal balances.

Ordinary interest will be accrued as of the dates of drawdown of each installment and will be calculated on each cut-off date, and must be paid every two weeks together with the principal, on the same dates on which the principal payment must be made. Said payments must be made in the place indicated in clause TEN.

Daily interest shall be calculated by multiplying the unpaid principal balance of the loan drawn down by the aforementioned annual interest rate, dividing the result by 360 days.

The payment of interest may not be demanded in advance, but only for overdue periods.

**THIRTEENTH. DEFAULT INTEREST:** In the event of failure to timely pay any amount due and payable by THE BORROWER in accordance with this Agreement, THE BORROWER shall pay THE LENDER default interests on overdue and unpaid payments, at the rate of twice the ordinary interest rate applicable for its determination, computed from the date on which the payment was due until the date of actual payment, without prejudice to THE LENDER's right to terminate in advance the term established for the payment of the full amount of the Credit. The amount of the default interest generated shall cause the Value Added Tax (VAT) and which shall be paid for the benefit of THE LENDER from the day following the due date until the default by the BORROWER subsists.

Default interests shall be calculated on the basis of 360 days and 30-day months.

The default interests provided for in this clause shall be calculated on the Principal Balance owed by THE BORROWER to THE LENDER, dividing the annual default interest rate by 360 (three hundred and sixty) and multiplying the result thus obtained by the days elapsed from the date of default until the day THE BORROWER makes the corresponding payment.

THE LENDER may not modify the default interest rates, except in case of restructuring with the express consent of the BORROWER.

In the credit documented by means of the present Contract "No Commissions Apply".

Prepayment and Advance Payment. THE BORROWER may request the application of Advance Payments and/or Prepayments, in accordance with the following;

Advance Payment: THE BORROWER may make them upon request to THE LENDER and shall be possible as long as THE BORROWER complies with the following: i) it is current in the compliance of all obligations arising from the Contract, ii) the amount of the Advance Payment is for an amount greater than the payment of the Partial Payment to be made in the corresponding period, in which case, THE LENDER shall obtain from the BORROWER a writing with autographic signature that includes the following legend: "The User authorizes that the resources delivered in excess of its

enforceable obligations, not be applied for the prepayment of the principal, but be used to cover in advance the immediate following Partial Payments of the Credit".

When a payment not yet due for the period or lesser amounts is not received, the writing mentioned in the previous paragraph shall not be necessary.

For each advance payment THE LENDER shall deliver a document or proof of such payment.

Advance Payment: THE BORROWER may also make advance payments, without any premium or penalty, if it complies with the following assumptions: i) its Indebtedness has an equivalence of less than 900,000 UDIS; ii) it is current in the payments due in accordance with this contract; iii) the amount of the payment will be equal or greater than the payment due in the corresponding period, such advance payments do not exempt THE BORROWER from timely covering the following agreed payments, nor reduce the amount of the same.

THE LENDER shall: i) prior to the application of the Advance Payments, inform THE BORROWER of the unpaid balance of the Credit; and, ii) after the application of the Advance Payments, deliver proof of payment, consisting of the statement of account where the operation is reflected, either in writing sent to its domicile, or to the e-mail address that THE BORROWER has indicated in the credit application, finally it shall be available at the branch where the credit was granted.

THE LENDER will apply the prepayment exclusively to the unpaid balance of the principal.

In the event THE BORROWER wishes to prepay the loan in full, they must request at THE LENDER branch, the updated amount on the date the prepayment is intended to be made and request a receipt or document that supports the payment made. Once the total payment of the outstanding balance of the loan has been made, THE LENDER will make available to the BORROWER a document, statement of account, settlement letter that certifies the end of the contractual relationship and the non-existence of debts between the parties, within 10 (ten) business days after the payment of the debts has been made or on the following cut-off date.

**CHAPTER VI. CAT, STATEMENT OF ACCOUNT OR LIST OF PAYMENTS, ATTENTION TO CONSUMERS AND PROTECTION OF PERSONAL DATA.**

**FOURTEENTH. TOTAL ANNUAL COST (CAT):** It is the maximum Total Annual Cost (CAT) of financing expressed in annual percentage terms that incorporates all the costs and expenses inherent to the Credit granted by THE LENDER to THE BORROWER, which was informed prior to the execution of this Agreement, which is indicated on the Cover Page of this Agreement and is provided for information and comparison purposes only.

**FIFTEENTH. ACCOUNT STATEMENT OR PAYMENTS STATEMENT, CUSTOMER SERVICE AND PERSONAL DATA PROTECTION:**

i. ACCOUNT STATEMENT OR PAYMENTS STATEMENT

The parties agree that THE LENDER shall deliver the account statement or payment statement to THE BORROWER on the 10th (tenth) and 25nd (twenty-fifth) of each month, and shall make it available at the branch where the credit was granted; if applicable, to its domicile or to the e-mail address indicated in the credit application, provided that the means of delivery has been agreed upon and at no cost.

The account statements or biweekly payment statement will be an integral part of this contract and they will establish the form of payment of the provisions made by THE LENDER, for which they will be added as annexes to this contract.



Any change in the method of delivery of the Account Statements or Payment Statement must have the consent of the BORROWER.

ii. ATTENTION TO CONSUMERS

THE BORROWER may consult your balance and the movements of your credit by calling the call center at 800 953 0410, prior validation of the BORROWER providing your customer number or credit number and your personal data to prove your identity for security purposes or going to the branch of your choice with valid official identification, during business hours from Monday to Friday from 8:30 a.m. to 6:00 p.m. and Saturday from 9:00 a.m. to 2:00 p.m..

In the event that THE BORROWER does not agree with any of the movements appearing in the Account Statement or Payment Statement, it shall have a period of 90 (ninety) calendar days, counted from the date of receipt of the respective account statement, to submit, in writing, any clarification with respect to the information contained therein to THE LENDER, whose location and contact information is set forth in the following paragraph. Otherwise, it will be understood that such information is accepted in the terms in which it is made public.

Likewise, you will have the same term for any clarification related to the Credit. Said term shall be counted as of the date THE BORROWER has and makes THE LENDER aware of the act or omission that has motivated it, to formulate in writing any clarification to THE LENDER at its address located at Carretera México-Toluca number 2430, 3rd Floor, Colonia Lomas de Bezares, Alcaldía Miguel Hidalgo, Mexico City, Zip Code 11910, telephone (55) 41-60-21-00 or 800 953 0410, during business hours from 8:00 am to 5:00 pm, from 8:00 am to 5:00 pm, from 8:00 am to 5:00 pm: 00 to 17:00 hours, Monday through Friday, or through e-mail [atencionclientes@conmigovales.com](mailto:atencionclientes@conmigovales.com), in this regard, THE LENDER shall be obliged to acknowledge receipt of such request by assigning a folio number for prompt reference.

Once THE LENDER receives any clarification formulated by THE BORROWER pursuant to the provisions of the preceding paragraphs of this CLAUSE, it shall have a term of up to 45 (forty-five) business days to deliver to THE BORROWER, the corresponding opinion, together with the information and/or documentation considered for its issuance, as well as a detailed report answering the facts contained in the request for clarification. In the event that according to such opinion the collection of the amount in question is appropriate, THE BORROWER shall make the payment of the amount payable, including ordinary interest and excluding the Default Interest Rate.

If applicable, you may go directly to the offices of PROFECO (Procuraduría Federal del Consumidor), consult the website [www.profeco.gob.mx](http://www.profeco.gob.mx), or call 55 55 68 87 22 or 800 468 87 22.

iii. PROTECTION OF PERSONAL DATA.

In accordance with the Federal Law of Personal Data in Possession of Individuals, THE LENDER, prior to the execution of this contract, requested personal data of the BORROWER and the JOINT OBLIGOR AND/OR GUARANTOR, in order to identify them and be able to enter into this contract, inform them about the status of the same, assign or sell the same and make payment requirements.

THE LENDER will protect and maintain the personal data of the BORROWER and the JOINT OBLIGOR AND/OR GUARANTOR for the time reasonably necessary taking into account the applicable legal provisions and will only share and/or transfer such information with another entity (ies), when THE BORROWER or the JOINT OBLIGOR AND/OR GUARANTOR, contract another

product and/or service, through THE LENDER, or for the assignment and/or sale of this contract or when so required by law.

THE BORROWER and the JOINT OBLIGOR AND/OR GUARANTOR may at any time exercise their rights of access, ratification, cancellation or opposition (ARCO) in the processing of personal data, if legally appropriate under the guidelines and requirements of the Law. In this regard THE BORROWER and JOINT OBLIGOR AND/OR GUARANTOR may go to the nearest branch of THE LENDER, in order to make your request with the support of the staff that is in the same, or should send the request via email to [datos.personales@conmigovales.com](mailto:datos.personales@conmigovales.com) or call 800 837 8760.

Finally, THE LENDER points out that the Privacy Notice as well as the Legal Provisions applicable to this contract may be consulted in the corresponding annex and through its website [www.conmigovales.com](http://www.conmigovales.com) and likewise any change and/or total or partial modification of the privacy notice will be disclosed through the aforementioned website and/or directly at THE LENDER branches.

## **CHAPTER VII. THE JOINT OBLIGOR AND/OR GUARANTOR**

**SIXTEENTH. JOINT OBLIGOR AND/OR GUARANTOR:** In this act the JOINT OBLIGOR AND/OR GUARANTOR, is constituted, in its own right, as JOINT OBLIGOR AND/OR GUARANTOR of the BORROWER in relation to the obligations it assumes under this contract in terms of the provisions of Articles 1987 and 1988 of the Federal Civil Code and its correlatives of the Civil Codes for the entire Mexican Republic. For such reason, it is liable for the total of the amounts that THE BORROWER owes to THE LENDER.

## **CHAPTER VIII. INSURANCE**

**SEVENTEENTH. INSURANCE:** THE BORROWER may optionally instruct and if necessary authorizes THE LENDER so that, on its own account and order, it may deem it convenient, to contract the optional insurance and pay the corresponding premium, authorizing THE LENDER to share information of the BORROWER, with the providers of such insurance. Consisting of an individual insurance policy with the respective Insurance Company, in favor of the Beneficiaries, with the purpose of covering the following risks: i) Life insurance: for incidental death; ii) First positive diagnosis of gender cancer; iii) Daily rent for hospitalization due to illness and/or accident; iv) Coverage of debit balance; v) Telephone medical orientation and/or vi) Complete funeral assistance, coverage that is subject to the terms and conditions in force of the corresponding insurance policy, by means of any of the following options:

i. Optional Insurance by lump sum payment. On the date of execution of this Contract, the Optional Insurance Premium shall be paid by THE BORROWER who has so requested, in full, by means of payment at the Receiving Bank, or payment made at any of the establishments, stores or branches (banking correspondents) through which THE LENDER has agreements to make use of such correspondent services.

ii. Optional Insurance with partial payments. On the respective payment dates, consecutively and uninterruptedly, THE BORROWER who have so requested shall pay to THE LENDER the Optional Insurance Premium, in the manner indicated in the corresponding Policy, by means of payment at the Receiving Bank, or collection at any of the establishments, stores or branches of the companies to which THE LENDER is affiliated. THE BORROWER shall be obliged to verify, at any time, to THE LENDER, the payments made, by means of any Means of Payment Verification.

The term, coverages, exclusions, conditions and terms relative and applicable to the Optional Insurance shall be governed by the policy, individual certificates and by the general conditions of the Insurance.

The term of the Optional Insurance shall commence no later than the date of drawdown of the corresponding Credit.

The PARTIES agree that THE LENDER shall be the first irrevocable beneficiary and, therefore, in the event of the death of the BORROWER (hereinafter, "Deceased"), the sum insured of the Individual Death Coverage shall be delivered by the Insurance Company in favor of THE LENDER, to pay, to the extent of the outstanding balance, as of the date of death of the BORROWER, of: (i) the Partial Amount of the Credit; (ii) the Ordinary Interest Rate of the Credit that corresponds to the outstanding balance of the Partial Amount of the Credit; (iii) the IVA of the Ordinary Interest Rate of the Credit that corresponds to the outstanding balance of the Ordinary Interest Rate of the Credit that corresponds to the outstanding balance of the Partial Amount of the Credit; and, (iv) any other amount that the Decedent owes to THE LENDER under the Contract. The remainder, if any, shall be delivered by the Insurer to the beneficiaries designated by the Decedent in the individual certificate.

THE LENDER explained to THE BORROWER, the coverages, exclusions and scope of the Optional Insurance referred to in this clause of the Contract.

THE BORROWER shall have the undeniable right to contract on its own account an insurance that covers all the obligations contracted in the present Contract, in the respective policy THE LENDER shall be designated as preferred and irrevocable beneficiary. And it undertakes to maintain in force and/or renew the insurance during the term of the loan. In this sense, THE BORROWER shall deliver to THE LENDER the original of the policy, the documentation issued, duly signed, being in possession of THE LENDER as long as there are unpaid debts.

## CHAPTER IX. FORMS OF TERMINATION

### RIGHT OF CANCELLATION, RESCISSION, EARLY TERMINATION AND TERMINATION THROUGH A FINANCIAL INSTITUTION.

**EIGHTEENTH. RIGHT OF CANCELLATION:** As of the date of signature, THE BORROWER has a grace period of 10 (ten) Business Days after the signature of this instrument, to cancel it, without liability for the same, in which case, THE LENDER may not charge any Commission, as long as it has not drawn down the credit granted herein.

**NINETEENTH. TERMINATION:** THE LENDER may terminate this agreement, without prior notice or judicial declaration, when THE BORROWER:

- a) It fails to pay on time any amortization of principal or interest on the loan under the agreed terms;
- b) Does not pay THE LENDER the amounts that it has covered on its own account and order;
- c) In case THE BORROWER does not replace the Promissory Note that documents the Credit granted under this Agreement at its maturity, to THE LENDER's satisfaction.
- d) In any other case that this contract or the law establishes as a cause for rescission or termination, applicable to this contract.
- e) The amount of the Credit is destined to illicit purposes.

The termination of this contract by virtue of its rescission shall result in the expiration of all obligations of the BORROWER being enforceable by THE LENDER from that date.

**TWENTY. EARLY TERMINATION:** THE BORROWER may request THE LENDER, at any time, the early termination of the Contract, for which THE BORROWER shall notify THE LENDER through electronic, optical or any other technology means, in writing with autographic signature, to the corresponding branch office or to the address for such purpose indicated in CLAUSE FOURTEENTH of the Contract, accompanied by a copy of a valid official identification of the BORROWER to validate its identity.

Once the application is received THE LENDER will acknowledge receipt and assign a folio number to THE BORROWER, and the identity of the applicant will be validated either by telephone or in person, as the case may be; once this has been done, THE LENDER will consider the loan cancelled, and any operation will be cancelled related to the same, without additional charges from the moment the cancellation is made, except for those already generated, but not reflected.

THE LENDER will not charge any commission or penalty for the termination of this contract.

THE LENDER no later than the business day following receipt of such request may: 1) terminate the Contract, if there are no outstanding payment obligations in accordance with the Contract; 2) make the corresponding calculation of the amount to be settled in advance, which shall include, the value of the commissions, if any, ordinary interest on outstanding unpaid balances. This amount shall be paid in a single exhibition, and THE BORROWER shall be notified within a maximum period of 5 (five) business days following the date of the request for early termination at the branch where the loan was granted, at its domicile or through the means chosen by THE BORROWER, once the total reimbursement of its payment obligations has been made, according to the conditions established by THE LENDER, the Contract shall be terminated, otherwise it shall continue in force under the same terms.

In the event that THE BORROWER has a surplus with respect to the amounts paid on the date the Contract is terminated or in the request for Early Termination of the Contract and has no outstanding debts, the amount will be reimbursed on the date the Contract is terminated at the branch where the credit was granted, the next business day on which the Contract is terminated.

THE LENDER will make available to the BORROWER the statement of account that will terminate the contractual relationship and the non-existence of debts within 10 (ten) business days after having made the payment.

Consequently, THE LENDER will report to the Credit Information Companies that the account is closed and without any debt within 5 (five) business days, in accordance with the Law to Regulate Credit Information Companies.

The parties agree that every 6 (six) months a review and evaluation of the behavior of the account will be made, in such review the early maturity of the contract may be determined based on THE LENDER's policies, in which case THE BORROWER shall settle the outstanding balance of the credit no later than the Business Day following the notification of such determination. For the purposes of this Agreement, a Business Day is considered any day other than Saturday, Sunday or holiday on which credit institutions in Mexico City are authorized to open to the public for banking operations, as established from time to time by the National Banking and Securities Commission in the Official Gazette of the Federation.

**TWENTY-FIRST. TERMINATION THROUGH A FINANCIAL INSTITUTION:** THE BORROWER may agree in writing the termination of the Contract, through some Financial Institution called "receiver", so that the latter opens an account in the name of the BORROWER and communicates to THE LENDER its commitment with the veracity and legitimacy of the termination instruction of the BORROWER. In these cases THE LENDER will disclose to the "receiving" institution the information regarding the balance and that which is necessary for the termination of the operation requested by THE BORROWER. The foregoing in order for the "receiving" institution to proceed to settle the debt of the BORROWER becoming a creditor of the same for the corresponding amount, and will carry out the respective procedures, under its responsibility and without charging any commission for such actions.

**TWENTY-SECOND. DISCOUNT OR ASSIGNMENT OF THE CREDIT:** THE LENDER informs the BORROWER and the JOINT OBLIGOR AND/OR GUARANTOR that it may discount, assign or transfer all or part of the credit rights derived from this agreement, as well as the credit

instrument(s) or any other document it may have granted as acknowledgment of the debt resulting from the credit granted to it. In this sense, THE BORROWER and JOINT OBLIGOR AND/OR GUARANTOR expressly authorize THE LENDER to discount, assign or transfer all or part of the rights mentioned in this clause before their maturity.

**TWENTY THIRD. MODIFICATIONS TO THE CONTRACT:** For any modification related to the Contract, THE LENDER shall give notice to THE BORROWER, 30 (thirty) calendar days prior to the effective date of the modification in question, through the respective Account Statement or statement of movements, its account executive or directly at THE LENDER's branch office. In case THE BORROWER does not agree with the modification proposed by THE LENDER, THE BORROWER may request the termination of the Contract within 30 (thirty) days after such notice, without any liability at its expense, having to pay the unpaid balance of the principal owed to THE LENDER and the interest of the monthly payment under the Contract. For such purpose, THE BORROWER shall submit the termination request in writing signed before THE LENDER, whose location information is set forth in PROVISION FOURTEENTH of this Agreement.

**TWENTY FOURTH. CONVENTIONAL ADDRESSES:** For all matters related to the interpretation and performance of this agreement THE LENDER states its address as Carretera México Toluca 2430, Piso 3, Colonia Lomas de Bezares, Delegación Miguel Hidalgo, C. P. 11910, Mexico City, Mexico. P. 11910, Mexico City and THE BORROWER and JOINT OBLIGOR AND/OR GUARANTOR indicate as their domiciles those mentioned in the Credit Application of this Agreement, which are also indicated by THE BORROWER and JOINT OBLIGOR AND/OR GUARANTOR to be required by law for payment. THE BORROWER and JOINT OBLIGOR AND/OR GUARANTOR shall notify THE LENDER of the change of their domicile at least 15 (fifteen) days in advance; if such notice is not given, all notices, summons and/or judicial or extrajudicial proceedings to be carried out at the domicile indicated in the preceding paragraph shall be fully effective.

**TWENTY FIFTH. JURISDICTION:** For all matters related to the interpretation and performance of this agreement, the parties expressly submit to the competent Courts of Mexico City, expressly waiving the jurisdiction of any other Court that may correspond to them by reason of their present or future domicile.

Having previously read and understood this agreement, it is ratified and signed in duplicate by the persons who have intervened in it and with the character specified at the beginning, in the City of \_\_\_\_\_, on this day \_\_\_\_\_ of the year 2021.

**BORROWER**

**JOINT OBLIGOR/GUARANTOR**

\_\_\_\_\_  
**NAME & SIGNATURE**

\_\_\_\_\_  
**NAME & SIGNATURE**

**LENDER**

\_\_\_\_\_  
**C&H RESOLUCIONES, S.A. DE C.V.**





DISTRIBUTOR NAME: XXXXXX

CREDIT LINE AMOUNT	\$	50,000.00
AMOUNT PLACED	\$	43,629.00
AMOUNT TO BE RELEASED AFTER PAYMENT	\$	-
TOTAL BALANCE AVAILABLE AFTER PAYMENT	\$	6,371.00
BALANCE OVERDUE	\$	-
INSURANCE PERIOD	\$	-
<b>PAYMENT REFERENCE</b>		<b>XXXXXXXX</b>

RELATIONSHIP DATE	05/08/2021
CUT #	14
BRANCH OFFICE	Cd. Obregón
DISTRIBUTOR ID	623554

## 1. DATA TO MAKE PAYMENT

DAY	PAYMENT TYPE	COMMISSION	% COMMISSION	PAYMENT AMOUNT OF CREDIT VOUCHERS	BALANCE FOR PREVIOUS FORTNIGHT	CREDIT PERSONAL PAYMENT	TOTAL TO PAY
15	ON TIME	\$0	17%	\$0	\$0		\$ -
16	ON TIME	\$0	17%	\$0	\$0		\$ -
17	ON TIME	\$0	16%	\$0	\$0		\$ -
18	LATE	\$0	14%	\$0	\$0	\$ -	\$ -
19	ON TIME	\$0	13%	\$0	\$0		\$ -
20	LATE	\$0	0%	\$0	\$0		\$ -

## 2. DETAIL OF PERSONAL CREDIT CONMIGO VOUCHERS

OPERATION DATE	CREDIT ID	CLIENT	AMOUNT OF THE CREDIT	TOTAL A TO PAY	CURRENT BALANCE	NUMBER OF FORTNIGHTS	FEE	BALANCE AFTER PAYMENT
					0		\$ -	
					0		\$ -	

## 3. DETAIL OF END CUSTOMERS - VOUCHER DISTRIBUTOR

DISTRIBUTOR NAME: XXXXXX

<b>TOTAL</b>		13	\$ 90,000	\$ 146,414	\$ 83,074	\$ 10,269	\$ 72,805
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**FECHA**  
Día | Mes | Año

Folio

**Distribuidor(a)**

**Cliente**

**Domicilio del Cliente**

**No. Quincenas**

**Importe**

**Importe con letra**

**FECHA**  
Día | Mes | Año

**Folio**

**Número de Distribuidor(a)**



Validity: 15 days after its date of issue. Subject to availability of the Distributor's credit line, at the time of redemption of the voucher.

**Beneficiario - Suscriptor**

**Domicilio del Cliente**

**Importe**

**Importe con letra**

**No. Quincenas**

I, an independent Distributor, expressly authorize C&H Resolutions, S.A. of CV. so that this provision of financial resources in the name of the Beneficiary is charged to my line of credit

Firma del Suscriptor

Firma del Distribuidor(a)

ACEPTO

ACEPTO

ANVERSO