

FOREIGN EXCHANGE AND BANK DEPOSITS AGREEMENT THAT UNDER THE TERMS OF THE PREAMBLE, AND OF THE REPRESENTATIONS AND CLAUSES THAT APPEAR BELOW, IS ENTERED INTO BY AND BETWEEN BANCO MONEX, S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, MONEX GRUPO FINANCIERO (INSTITUCIÓN FINANCIERA, HEREINAFTER "MONEX"), REPRESENTED HEREIN BY JACOBO G. MARTÍNEZ FLORES, AND THE PERSON WHOSE INFORMATION APPEARS IN THE PREAMBLE OF THIS AGREEMENT (HEREINAFTER, THE "CLIENT"):

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REPRESENTATIONS

I. Monex, through its legal representative, represents that:

- It is a credit institution duly organized and authorized under the laws of Mexico.
- It is legally authorized to enter into this Agreement and assume the obligations resulting herefrom, and it wishes to enter into it under the terms and conditions provided below.
- Its representative appears in his capacity as attorney-in-fact, stating that his authority has not been revoked, suspended, or limited.
- It has developed services that operate by using Electronic Media, which enable the Client or User to send it instructions, or to make any consultation of the Associated Accounts, by using the Password that replaces the handwritten signature, in accordance with the terms, conditions, and scope set forth in this Agreement.
- This Agreement is duly recorded with the Registry of Adhesion Agreements of the CONDUSEF under the information and numbers mentioned in the Preamble.
- The accounts that it keeps active in online social media are available for consultation at the website www.monex.com.mx
- It has adhered to the "Global Code of Conduct in the execution of foreign exchange transactions (*Código Global de Conducta en la celebración de operaciones con divisas*)" under the terms of the provisions issued by the Mexican Central Bank (*Banco de México*).

II. The Client represents that:

- (EXCLUSIVELY FOR INDIVIDUALS)** He/she has sufficient legal capacity to enter into this Agreement, and he/she acknowledges as his/her own the information mentioned in the Preamble, all of which he/she evidences with the documents, a copy or the original of which, as applicable, are attached to this instrument, accepting that Monex may at any time verify the authenticity of the information provided therein and, accordingly, update it in its file.
- (EXCLUSIVELY FOR LEGAL PERSONS AND ECONOMIC UNITS)** It is legally organized, its nationality is as mentioned in the

Preamble, it is registered with the Federal Taxpayers Registry (*Registro Federal de Contribuyentes*), and its legal representative(s) is(are) the person(s) mentioned in the Preamble, representing that the power(s) of attorney of such representative(s) has(have) not been revoked, suspended, or limited, all of which it evidences with the documents, a copy or original of which, as applicable, are attached to this instrument, accepting that Monex, at any time, may verify the authenticity of the information provided therein and, accordingly, update it in its file.

If the Powers of attorney referenced in the preceding paragraph are limited to be exercised by two or more attorneys-in-fact, the Client acknowledges and accepts that such attorneys-in-fact shall exercise their authority jointly with the use of the Password.

In the event of a change in legal representative(s), the Client agrees to give reliable written notice to Monex, attaching a copy of the relevant powers of attorney; if no such notice is given, Monex will not be liable for the Transactions carried out under the Instructions received from the representative(s).

- (EXCLUSIVELY FOR FEDERAL GOVERNMENT AGENCIES AND ENTITIES, AS DEFINED IN THE FEDERAL TREASURY ACT (LEY DE TESORERÍA DE LA FEDERACIÓN))** It expressly agrees and gives its consent for Monex to allow the Federal Treasury access exclusively for consultation of balances and transactions through the applicable electronic means, in accordance with the provisions of the General Provisions on Treasury Functions.
- It authorizes Monex to provide the information and documents related to the identification of the other Financial Entities that are members of Monex Grupo Financiero, S.A. de C.V., and its subsidiaries with which it wishes to establish a business relationship, since such Financial Group will integrate a single identification file.
- It grants its consent for the CNBV to investigate actions or circumstances that contravene the provisions of financial law.
- The funds with which it will enter into the Transactions subject matter of this Agreement are its own, resulting from the performance of legal activities, stating that it knows and fully understands the provisions relating to Transactions carried out with funds from illegal sources, and the consequences thereof. If the

funds with which it pays for the Transactions are owned by a third party, it agrees to give notice to Monex of such circumstance, and to identify the third party on behalf of which it acts.

- f) It wishes to enter into Transactions with Monex or with any of the Financial Entities by sending Instructions through Electronic Media, and under one or several agreements, therefore, it states its express consent to use Electronic Media.
- g) It acknowledges and accepts that the Password, Electronic Signature, and other authentication factors enabled by Electronic Media replace its handwritten signature, in accordance with applicable laws and provisions, and the terms, conditions, and scope provided in this Agreement.
- h) Monex informed it of the content of the Agreement and of all documents to be executed, and of the charges, fees, or expenses that, as applicable, entering into it will generate.

III. The parties represent that:

- a) They know the characteristics under which the derivative financial transactions markets operate, and they may assess the risks that result from this Agreement and from Futures Trades that they enter into, which they will enter into on their own account, and based on their own economic or financial assessment.
- b) Neither party will act as an advisor of the other party, therefore, any recommendation given by either party with respect to entering into a specific Futures Trade will be considered and analyzed by each party independently and, as applicable, with the assistance of their own advisors, therefore, none of the Futures Trades entered into under this Agreement will be deemed as induced by either party.
- c) They know and agree that the Electronic Signature identifies and authenticates the Client under applicable laws and provisions, and the terms, conditions, and scope provided in this Agreement. Therefore, the Client may enter into this Agreement through Electronic Media and by using the Electronic Signature.

Now therefore, the parties agree to grant the following:

CLAUSES

CHAPTER ONE

Definitions

ONE. – For purposes of this Agreement, the following capitalized terms will have the meaning provided below, which will apply both in the singular and the plural:

“Fee Schedule”: Means the document attached to the Agreement, which forms an integral part hereof, detailing the items, generator event, frequency, amount or calculation method, and characteristics of the Fees that Monex will charge the Client for passive or service transactions, carried out under this Agreement, which may be updated without this entailing an amendment to this Agreement.

“App” means the downloadable application for its use in Access Devices.

“Online Banking” means the online banking service through the App whereby the Access Device is a Mobile Phone of the User, and the functions of which are associated exclusively to a telephone number determined by the Client for such purpose.

“Voice Banking.” Means the online banking service through which the Client may give instructions via phone to a Monex representative with specific functions, to execute transactions on its behalf.

“Secure Channel” Means the Two-Direction Online Communication Channel between Monex and the Client, through a dedicated/protected

link under a Secure Socket Layer (SSL) for use of the Host to Host Service.

“Cover Page” Means the page or document attached to the Agreement, which forms an integral part hereof, containing, among other things, the general trading conditions with the Client relating to foreign exchange transactions and account management, including the Fees for the services provided by Monex.

“Check” Means the document that satisfies the requirements mentioned in Chapter Four Title One of the General Law of Negotiable Instruments and Credit Transactions (*Ley General de Títulos y Operaciones de Crédito*).

“CNBV”: Means the National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*).

“Fees” Means the amounts of money that Monex charges the Client for passive or service transactions generated for the management and performance of this Agreement, mentioned in the Cover Page and in the Fee Schedule, which are available to be checked in the offices and/or branches of Monex, and published in the Website.

“Buyer” Means the party that acquires the right and obligation to buy from the Seller the Reference Currency at the Exchange Rate.

“CONDUSEF” Means the National Commission for the Protection and Defense of Financial Services Users.

“Confirmation” Means the document that Monex will send to the Client, which will contain the characteristics of the Purchase and Sale Transaction.

“Password”: Means a confidential alphanumeric code the configuration of which is unknown to the employees and officers of Monex, which replaces the handwritten signature of the Client and is used to access the Electronic Media, with full expression of its will and required authority for the latter to send Instructions to Monex or to the Financial Entities and make consultations of any kind in connection with the Associated Accounts.

In the Electronic Media, this alphanumeric code may be identified under different names such as Secret Number, PIN, Code, Password, etc. all of them synonyms.

The Electronic Signature and the codes contained in the Access Device(s) will also be considered part of the Password, provided that such codes are entered using the Electronic Media.

The Client acknowledges and agrees that, as provided in Article 52 of the Credit Institutions Law, Article 1,803 Section I of the Federal Civil Code, and other provisions that apply to the Password, the Electronic Signature, and other authentication mechanisms or factors like Biometric Data, will substitute the handwritten signature of the Client and will have the same effect granted by law to the relevant documents and, therefore, will have the same evidentiary value and force.

“Agreement”: Means, jointly, the Cover Letter, the Preamble, this Agreement, exhibits hereto, and any other agreement that amends or supplements them, entered into or to be entered into by the Client and Monex, or any other of the Financial Entities.

“Email”: Means the electronic address determined by each party.

“Account”: Means the deposit bank accounts in Mexican Pesos or Foreign Currency opened by Monex for the Client under the terms of Clause Seventeen of this Agreement.

“Associated Accounts”: Means all Agreements associated to the Electronic Media.

“Biometric Data”: Information on the Client or User, resulting from its own physical characteristics like fingerprints, voiceprint, hand geometry, iris or retinal patterns, and face recognition, among others.

Biometric Data may be used by the Client as an authentication factor to

execute and authorize transactions through the Electronic Media contemplated by this Agreement; provided that Monex enables the use thereof. In this case, Biometric Data have the same evidentiary value and have the same legal effect as if the Client used its handwritten signature.

The Client acknowledges and agrees that, as provided in Article 52 of the Credit Institutions Law, Article 1,803 Section I of the Federal Civil Code, and other applicable provisions, the authentication mechanisms or factors like Biometric Data, the Password, the Electronic Signature, will substitute the handwritten signature of the Client and will have the same effect granted by law to the relevant documents and, therefore, will have the same evidentiary value and force.

"Recipient": Means the individual or legal person mentioned in the Preamble hereof, on whose accounts or to which Monex shall provide Pesos or the Currency resulting from Foreign Exchange Transactions or, as applicable, the funds deposited in the Account. Recipients may be added, modified, or deleted upon prior written instruction given by the Client to the Customer Service Department of Monex or by using Electronic Media.

"Business Day": Means a day other than a Saturday or a Sunday, in which credit institutions are authorized to enter into transactions with general public.

"Access Device": Means the computer equipment or mobile device with Internet access that enables a Client to access the Electronic Media, which enable it to send and receive data, voice, video, and other information through local or international telephone networks, by cable or over-the-air, including by satellite and other public or private communication networks, using different connection service providers, which transfer information by using servers and routers.

"Currency or Foreign Currency": Means Dollars, and any currency other than Pesos freely transferable and immediately convertible to Dollars.

"Dollars": Means the legal tender of the United States of America.

"Financial Entities": Means the institutions that form part of the financial Group headed by Monex Grupo Financiero, S.A. de C.V.

"Account Statement": Means the document sent to the Client by Monex pursuant to Clause Forty-Seven of the Agreement.

"Execution Date": Means the date on which the Parties agree on a Trade.

"Settlement Date": Means the Business Day on which the Parties shall settle the Trade.

"Maturity Date": Means the Business Day on which the obligations resulting from the Futures Trades are due.

"Electronic Signature": Means the signature which replaces and has the same legal effects and probative value as the handwritten signature.

The Electronic Signature may consist of:

- i. Digital Electronic Signature, which is set in an electronic device and is validated with authorized and effective mechanisms to identify the signatory.
- ii. Simple Electronic Signature, which consists of the electronic data set in a data message, or attached or logically associated therewith using any technology, used to identify the signatory in connection with the data message.
- iii. Advanced or Reliable Electronic Signature (*Firma Electrónica Avanzada*), or FIEL, which satisfies the minimum requirements contemplated in Sections I to IV of Article 97 of the Commercial Code (*Código de Comercio*).

The Client acknowledges and accepts that, in accordance with the terms of the provisions of Article 52 of the Credit Institutions Law (*Ley de Instituciones de Crédito*), Article 1,803, Section I of the Federal Civil Code (*Código Civil Federal*), and other applicable law, the Electronic Signature, the Password, and other authentication mechanisms or factors like Biometric Data will substitute the handwritten signature of the Client and will have the same effect granted by law to the relevant

documents and, therefore, will have the same evidentiary value and force.

Therefore, by using the Electronic Signature through the Electronic Media, the Client may execute agreements and required documentation in relation thereto, either with Monex or with the Financial Entities, and give its consent or instructions, to enter into transactions pursuant to the terms and conditions provided in such Agreements.

"GAT": Means the Total Annual Profit determined in accordance with the general provisions issued by the Mexican Central Bank, which will be determined pursuant to the percentage points established in the documents applicable to this Agreement.

"Treasury Hours": Means the hours on Business Days, during which Monex may effectively receive payments or settle the Trades, or any other transaction entered into in accordance with this Agreement.

Where the Client instructs Transactions outside Treasury Hours, these will be deemed to have been received and will be applied until the following Business Day.

"Instructions": Means the consultations, transactions or options carried out by the Client and/or Authorized Personnel through the media set forth in this Agreement and/or chosen from the menus in the Electronic Media that the User sends electronically to Monex or to the Financial Entities to enter into the Transactions.

"Internet": Means the world wide web.

"IPAB": Means the Institute for Protection of the Bank Savings (*Instituto para la Protección al Ahorro Bancario*).

"Transaction Line": Means the maximum position, denominated in Pesos or other Currency, of Futures Trades that the Client shall maintain effective, which will be determined by Monex at its discretion.

Such Transaction Line may be modified at any time by Monex, in accordance with the terms and conditions set forth in Clauses Three and Four relating to Futures Trades.

"Settlement": Means the performance by the Parties of their obligations in a Trade in accordance with Clause Ten.

"Margin Call": Means the notice that Monex shall give the Client in accordance with Clause Eight, whereby a deposit of an amount of money in Pesos to the Account will be required.

"Maintenance Margin": Means the amount resulting from multiplying the Futures Trades amounts kept by the Client and the percentage determined by Monex.

"Electronic Media": Means all equipment, optical electronic systems, or any other technology, programs, Apps, or automated data processing systems, technological development and/or telecommunication networks owned by or licensed to Monex, which allow the User to send information, Instructions, Confirmations, or Consultations to Monex or to Financial Entities electronically and remotely through an Access Device.

"México": Means the United Mexican States.

"Capital Loss": Means the non-realized loss borne by the Client resulting from the Valuation of Transactions.

"Currency": Means Pesos or other Currency.

"Equivalent Currency": Means the currency agreed by the Parties and specified in the Confirmation that the Buyer is required to provide to the Seller on the Settlement Date.

"Reference Currency": Means the Currency agreed by the parties and specified in the Confirmation that the Seller is required to provide to the Buyer on the Settlement Date.

"Reference Amount": Means the amount expressed in the Reference Currency and specified in the Confirmation.

"Trade": Means each Trade of the Reference Currency against the Equivalent Currency entered into by the Parties pursuant to this Agreement.

"Cash Trade": Has the meaning set forth in Clause Five, item 1 (one) of the Agreement.

"Futures Trade": Has the meaning set forth in Clause Five, item 2 (two) of the Agreement.

"Transactions": Means any transaction that the Client may execute with Monex or with the Financial Entities.

"Exercise Period": Means the period in which the Client may, exercise its rights in advance, and comply with its obligations resulting from the Open Futures Trade.

"Qualified Person": Means the individuals that evidence to Monex that they have their registered address in places located in a strip of 20 km, parallel to the International border of Northern Mexico or in the States of Baja California and Baja California Sur.

"Authorized Personnel": Means the persons whose names and signatures are included in the Preamble and who may be freely authorized by the Client to (i) execute Trades pursuant to this Agreement; (ii) draw from the Accounts or instruct Monex with respect to the use of the consideration resulting from the Trades; (iii) determine the Recipient in whose bank account or in whose benefit Monex will deposit the Pesos or Currency subject matter of the Trades or otherwise, the funds deposited in the Account(s); (iv) instruct Monex with respect to the addition, modification, or elimination of Recipients; (v) authorize Monex to make charges to the bank accounts determined by the Client opened with Monex or in any other Institution; (vi) instruct Monex with respect to the addition, modification or elimination of the bank accounts in which Monex may charge the amounts referred to in the preceding subsection; (vii) access the Associated Accounts through the Electronic Media, and make consultations or send instructions for the execution of Transactions.

Authorized Personnel will have the authorization referred to in Article 310 of the Commercial Code, hence they will be considered "Client Agents" for all applicable legal purposes.

Therefore, any reference in the Agreement to the Instructions given by the Client will be deemed to include the Instructions issued by the Authorized Personnel.

The Client may limit or revoke the authorizations previously given or, otherwise, authorize more persons, sufficing for such purpose the signed authorization in the special records kept by Monex.

"Pesos or Mexican Pesos": Means the legal tender of Mexico.

"Preamble" Means the page or document attached to this Agreement, which is part of this Agreement and contains the general information of the Agreement, indicating, among others, the general information of the Client.

"Minimum Balance": Means the cash balance deposited in the Accounts for the benefit of Client pursuant to Clauses Seven and Eight of this Agreement.

"Net Balance": Means the amount resulting from deducting from the Minimum Balance of the Futures Trades held by the Client, the absolute value of the Capital Loss.

"Session" Means the period during which the User may send information, Instructions, or consultations, once it has entered the services operated through Electronic Media.

The Client may not have more than one Session at a time in any of the Electronic Media.

"Host to Host Service" Means the service to send Instructions and consultations through Electronic Media, consisting of sending files with a structure that has been previously agreed by both parties, through a Secure Channel with direct connection between the Monex Access Devices and the User Access Devices, previously authorized by Monex.

"Website" means the online address identified as: <http://www.monex.com.mx>.

"Mobile Phone" means the Access Device to telephone services, which has a unique identification number assigned to it and uses cellular or over the air public communication networks.

"Exchange Rate": Means the amount in the Equivalent Currency that the Client shall provide for every unit of Reference Currency acquired pursuant to the Trade, which will be freely agreed by the Parties on the Execution Date and which will be included in the Confirmation.

"Token" Means the authentication factor that Monex makes available to the Client in accordance with the provisions of this Agreement, the use of which is transferrable, and which must be used by the Client or User to enter into the Electronic Media.

The Token may consist of:

- i) Physical Token, which is the electronic device that is physically provided to the Client; or
- ii) Digital Token, which is generated from the Monex App for Access Devices, which must be requested and activated through the chosen Mobile Phone, the functions of which are associated exclusively to a single Access Device determined by the Client for such purposes.

Both generate single-use dynamic codes to confirm Transactions, the term of which may not exceed two minutes.

If the Client chooses to use the Digital Token, its activation results in the cancellation or deregistration of the Physical Token(s) that it previously had.

"Specialized Unit": Means the specialized customer service unit of Monex, the purpose of which is to address any complaint or claim from the Client, which has the following information:

Head: Consuelo Aldana Zepeda

Address: Avenida Paseo de la Reforma 284, piso 14, colonia Juárez, alcaldía Cuauhtémoc, zip code 06600.

Telephones: +(52) 55-5231-0322 and +(52) 55-5231-4576

Email: une@monex.com.mx

Such Specialized Unit has personnel in each State of Mexico, the information of which may be obtained by the Client at any Monex branch.

"User" Means the Client or, as applicable, the Authorized Personnel with access to the Electronic Media.

"Transaction Value" Means the market value of all effective Futures Trades, which is determined by Monex.

"Seller" Means the party that acquires the right and the obligation to sell to the Buyer the Reference Currency at the Exchange Rate.

Under this Agreement, its Cover Page, Preamble, and exhibits hereto, the Client may acquire the following products or services:

1. Foreign Exchange
2. Term Bank Deposit
3. Services through the Electronic Media.

CHAPTER TWO

Provisions Regarding Trades

TWO. - The parties agree that the terms and conditions provided in this Chapter will apply to the Trades entered into pursuant to this Agreement, which the Client carries out in the Account(s).

THREE. - Under this Agreement, the parties may enter into Trades from time to time, pursuant to which the Seller agrees to sell Reference Currency to the Buyer, and the Buyer agrees to pay Equivalent Currency to the Seller.

The Client accepts that Monex may refuse to execute Futures Trades if the total amount of the Futures Trades that are effective is equal to or exceeds the Transaction Line.

Upon entering into the Agreement, the Client agrees to inform Monex whether it will execute the Futures Trades for speculative purposes. Otherwise, the Futures Trades are deemed to be made for hedging purposes.

FOUR. Pursuant to the provisions of Article 57 of the Credit Institutions Law, the Client may designate Authorized Personnel and limit, or revoke

previously granted authorizations.

The Authorized Personnel will have the authorization referenced in Article 310 of the Commercial Code, therefore, they will be deemed Agents of the Client for all relevant legal purposes and, therefore, they may issue all types of instructions to execute Trades for and on behalf of the Client, and instruct the use of the consideration resulting therefrom.

As a result of the foregoing, the Client releases Monex, its officers and employees from any liability resulting from, or which may result from, Trades executed in the performance of the Instructions issued by the Authorized Personnel.

FIVE. - The parties may execute, through the Agreement, any of the following Trades:

1. **Cash Trades:** Means a Trade, the Settlement Date of which may be agreed up to 2 (two) Business Days following the Execution Date.

2. **Futures Trades:** Means a Trade, the Settlement Date of which may be agreed as from the third Business Day following the Execution Date. Such Futures Trades are divided into:

2.1 **Open:** where the Client is entitled to exercise in advance, in whole or in part, the Futures Trade.

Such right may only be exercised by the Client within the Exercise Period and upon prior notice given to Monex, indicating at least the following: (i) if the Futures Trade is exercised in advance in whole or in part; (ii) in the latter case, the partial amount of the Futures Trade that will be exercised in advance; and (iii) the Settlement Date, in whole or in part, of the Futures Trade, which may be:

- a) The same Business Day on which the notice of exercise was given, provided such notice was given to Monex before 13:00 hours (Mexican Central Time).
- b) The Business Day after the notice of exercise was given, if it was given to Monex after 13:00 hours (Mexican Central Time).

The partial or total Settlement of a Futures Trade will be made in accordance with the provisions of Clause Ten and Eleven of the Agreement.

If on the Maturity Date, there were any remainder from the Open Futures Trade pending settlement the Settlement thereof must be made by the Settlement Date determined in the Confirmation.

2.2 **Closed:** which may not be exercised in advance, therefore, the Settlement must only be made on the Settlement Date set forth in the Confirmation.

SIX. - As a result of each Trade agreed between the parties, Monex shall send to the Email of the Client a confirmation where it will determine the content and characteristics of the aforementioned Trade.

The Client may object to the terms of the Confirmation by 18:00 hours (Mexican Central Time) of the same Business Day on which Monex sends such confirmation through an instrument provided to the Monex Customer Service Center, or sent to the Email determined in the Confirmation, provided that the Confirmation has not been objected within the aforementioned term, even if the Client has not expressly accepted it, it will be deemed tacitly accepted by the Client, considering the Trade as final under the terms of the Confirmation and, therefore, binding and mandatory for the parties.

In case of discrepancy between the provisions of the Agreement and a Confirmation, the latter will govern.

SEVEN. - As a result of each Futures Trade entered into by the parties under the Agreement, the Client agrees under the terms of Article 271 of the General Law of Negotiable Instruments and Credit Transactions to deposit and maintain a cash balance in the Peso Account in the amount determined by Monex, which may only be withdrawn upon prior notice given to Monex up to two Business Days in advance of the withdrawal date.

The Minimum Balance must be deposited in the Peso Account on the

Execution Date of the relevant Futures Trade, or by the date and time mentioned by Monex, at its discretion.

The Parties agree that the Pesos that constitute the deposit referenced in the first paragraph of this clause will be deemed special and preferentially used to pay and/or settle Futures Trades, therefore, the Client may withdraw such cash deposit (i) without prior notice within the aforementioned term, and (ii) once the debts it has with Monex have been settled.

As a result of the foregoing, the Client appoints Monex as irrevocable agent under the terms of Article 2,596 of the Federal Civil Code and expressly and irrevocably authorizes Monex to, as it deems it appropriate, without the need for express instruction, give notice to withdraw the amount of money required to cover the debts owed to it that may result from (i) early terminating, in whole or in part, the effective Futures Trades; or (ii) the natural expiration of the aforementioned Transactions..

As a result of the foregoing, the client agrees that the balance of the aforementioned cash deposit that may be withdrawn without prior notice may be kept in the Account as NON available, therefore, the Client may NOT dispose of such balance until it has paid the balances that may result against it as a result of the Transactions.

The Minimum Balance will result from multiplying the percentage set forth by Monex as Reference Amount of the Futures Trade, or its equivalent in Pesos or Dollars, applying the Exchange Rate reasonably determined by Monex, provided that such percentage may be modified by Monex at any time.

EIGHT. - In any of the following events, Monex will be authorized to make Margin Calls on the Client for up to an amount equal to the absolute value of the Capital Loss:

1. If the percentage referenced in the last paragraph of this Clause Seven is 0 (zero): where the absolute value of the Capital Loss exceeds the amount in Pesos obtained from applying to the Transaction Line the percentage determined by Monex. In such case, the amount of money that is deposited in the Peso Account in compliance with the Margin Call(s) will be deemed to be the Minimum Balance.
2. If the percentage referenced in the last paragraph of this Clause Seven is higher than 0 (zero): where the Net Balance is less than the Maintenance Margin.

The Client accepts that Monex will determine at its discretion: (i) the applicable percentages in the events mentioned in the preceding subsections, and if necessary, (ii) the applicable Exchange Rate, which it will obtain in a commercially reasonable manner.

Given the foregoing, if Monex makes a Margin Call on the Client, the latter agrees to deposit to the Peso Account the amount of cash mentioned in the aforementioned Margin Call by the date and time determined by Monex. If no specific date and time are determined in the Margin Call, the Client shall comply with the obligation contained in this paragraph by 12:30 hours (Mexican Central Time) of the Business Day following that on which the Margin Call was sent.

The Client acknowledges and accepts that Monex, at its discretion, may make Margin Calls if there are volatility conditions in financial markets.

NINE. - If the Client has agreed on a Trade and, for any reason, it fails to deposit or keep the Minimum Balance in the Peso Account, or if it does not deposit or maintain the cash determined in a Margin Call within the term set forth for such purpose, Monex will have the discretionary right to early terminate, in whole or in part, the effective Futures Trades; likewise, Monex may refuse to execute new Futures Trades.

In the abovementioned case, Monex will calculate the amount owed by or to each of the parties with respect to the Futures Trades that are early terminated, using as reference a commercially reasonable buy or sell Exchange Rate, as applicable to the Trade contrary to that which will be early terminated, and it will take the aforementioned amount to present value based on the prevailing market interest rates, both with respect to obligations in Reference Currency and in Equivalent Currency, within the

term between the early termination date and the Maturity Date.

If the Client (i) has agreed or executed a Futures Trade and/or (ii) has not made the deposit or kept the Minimum Balance in the Peso Account referenced in Clause Seven of this Agreement, or (iii) does not deposit or keep the cash determined in a Margin Call within the term set forth for such purpose, Monex will be entitled, without liability, to exercise its right to early terminate, in whole or in part, the effective Futures Trades.

The Client hereby ratifies the exercise of such right as if the aforementioned early termination were instructed by it; likewise, the Client hereby acknowledges and accepts that the profit that, as applicable, corresponds to it as a result of the early termination of the Futures Trade for which it did not deposit or keep the Minimum Balance, will correspond to Monex.

TEN. - The parties agree to comply with their obligations resulting from each of the Trades that they execute through the Settlement thereof under the terms of the relevant Confirmation and other applicable terms of the Agreement, without the need for a prior request.

The Settlement of each Trade must be made on the Settlement Date and as follows:

a) If the Client is a Buyer, it agrees to pay Monex in Equivalent Currency, an amount in available funds equal to the result of multiplying the Exchange Rate by the Reference Amount, and Monex, after receiving the total of the Equivalent Currency, shall provide to the Client or the Recipient the Reference Amount.

b) If the Client acts as Seller, it shall provide to Monex the Reference Amount in available funds and then Monex shall pay the Client or the Recipient, in Equivalent Currency, an amount equal to the result of multiplying the Exchange Rate by the Reference Amount.

Monex shall make all necessary calculations to determine the amounts to be settled by any of the parties in connection with each Trade.

ELEVEN. - Once the Settlement of the Trade has been made by the Client, Monex shall make the relevant Settlement.

The parties agree that in such cases in which the Settlement of a Trade is enforceable on a date other than a Business Day, compliance therewith will be extended to the following Business Day.

The Settlement mentioned in this Clause must be made in accordance with the policies established by Monex.

If there are debit and/or credit balances for the Client in one or several Currencies, Monex will be authorized to convert such balances to Pesos, using the exchange rate determined in a commercially reasonable manner, proceeding to setoff both debts in accordance with the provisions of Clause Fifteen of the Agreement.

Likewise, if on the Settlement Date, the Client, does not pay the agreed Trades, Monex will be authorized to execute a Trade, contrary to that which was originally agreed.

TWELVE. - (EXCLUSIVELY FOR INDIVIDUALS OTHER THAN THE QUALIFIED INDIVIDUALS). If Monex has settled Currencies with the Client as a result of a Trade, and the latter does not instruct the former with respect to the use of the aforementioned Currencies, the Client hereby instructs Monex to, as from 13:30 hours (Mexican Central Time), proceed as follows:

1. Monex will acquire the Currencies from the Client by executing a Trade with a Settlement Date on the same Business Day, depositing the amount in Pesos resulting from such transaction in the Peso Account; and
2. Monex shall sell to the Client at least the same amount of Currency subject matter of the transaction mentioned in the preceding subsection through a Trade the Settlement Date of which will be the following Business Day.

The aforementioned instruction will be deemed effective until the Client instructs Monex with respect to the use of the Currencies, and Monex executes such instruction.

THIRTEEN. - The Client authorizes Monex to disclose the information resulting from the Trades: (i) to the persons to which it must provide information in accordance with the provisions of the Credit Institutions Law, the Securities Market Law (*Ley del Mercado de Valores*), and the general provisions resulting therefrom, (ii) to the credit reporting companies referenced in the Law to Regulate Credit Reporting Companies (*Ley para Regular las Sociedades de Información Crediticia*); and (iii) to the financial entities through which such transactions were settled, for purposes of preventing transactions with funds from illegal sources.

Additionally, the Client expressly gives its consent to Monex to share any information or documentation requested by administrative and/or judicial authorities, whether Mexican or from any other jurisdiction in which Monex executes transactions, directly or indirectly, to comply with applicable law.

The above, on the understanding that such information or documentation may include or be related to the following, without limitation:

- (i) The Client, its representatives, attorneys-in-fact, counterparties, or beneficiaries;
- (ii) The Account or Product and its characteristics;
- (iii) The Transactions, transactions, and services that Monex provides to the Client, including transaction information;
- (iv) Due diligence and know your customer information to prevent transactions with illegal proceeds, including alerts or risk analyses, and
- (v) Any information or documentation with respect to payments or remittance of money.

Monex will not be liable for the use made by third parties of the information provided pursuant to this clause.

FOURTEEN. - The parties agree that the temporary suspension of the Trades ordered by the Mexican Central Bank or by any Authority with jurisdiction will not be deemed as a breach of the Agreement by Monex.

FIFTEEN. - Pursuant to the provisions of the Federal Civil Code, if there are amounts payable in the same Currency by both parties with respect to one or several Trades, both debts, will be mandatorily setoff for up to the lower amount, and, therefore, they will be cancelled, with the party whose amount is higher having to make the payment for the excess amount of the amounts set off.

CHAPTER THREE

Provisions Regarding Bank Deposits

SIXTEEN. - All cash deposits in Pesos or Currency will be deemed subject to withdrawal on demand, except for that which is mentioned in Clause Seven of this Agreement, which will be a bank deposit in Pesos that may only be withdrawn up to 2 (two) Business Days following the date on which Monex receives the respective instruction.

The parties agree that the bank deposit referenced in this Agreement is made without a Checkbook, therefore, the Client may only make withdrawals from the Accounts, under the terms mentioned in Clause Nineteen of this Agreement.

SEVENTEEN. - As a result of the execution of the Agreement, Monex opens for the Client (i) the Bank Account in Mexican Pesos with the number indicated in the Preamble, and (ii) the Bank Accounts in the following Foreign Currencies: 1. US Dollars, 2. Canadian Dollars, 3. Euros, 4. Yens, 5. Pounds Sterling, and 6. Swiss Francs, the number of which Monex will inform the Client, and in which they may make, under the terms and conditions mentioned below, deposits and withdrawals of money in Mexican Pesos and/or Foreign Currency or Currencies.

Individuals other than Qualified Individuals may only deposit in Pesos in the Peso Account; with respect to legal persons or Qualified Individuals, they may make deposits: (i) in Pesos, and (ii) in the Currencies mentioned in the preceding paragraph.

If the Client, whether it is a legal person or a Qualified Individual, deposits Currency in the Account(s), Monex agrees to return to it such

funds in the same Currency in which the deposit was made, subject to the guidelines and caps issued for such purpose by the Mexican Central Bank or the authorities with jurisdiction.

Both parties agree that the Account(s) are of the type denominated in the Preamble, which may be discretionally modified by Monex upon prior communication sent to the Client through any of the media referenced in Clause Fifty of the Agreement.

EIGHTEEN. - The Client may make, for credit to the Account(s), deposits in Pesos or in Currencies in cash or by Check, which may be credited in the Account(s) corresponding to Pesos or Currencies, as follows: (a) with respect to cash deposits, on the same day on which they are effectively received by Monex; and (b) with respect to deposits made with Check, the latter will be received subject to collection (*salvo buen cobro*) and, therefore, the amount covered by such check will be credited in the Account(s) once the Check is effectively collected by Monex.

Deposits to the Account(s) may be made by: (i) deposits to the bank accounts as determined by Monex for the Client; (ii) using the Electronic Media provided by Monex for such purpose; (iii) electronic funds transfers; (iv) transfer from another account that the Client has with Monex; or (v) other media authorized by Monex.

The parties agree that, if due to an error, Monex credits funds to any Account of the Client, Monex may charge the respective amount to the Account in question to correct the error. Monex shall notify the Client about any action carried out as provided in this paragraph.

NINETEEN. - The Client may fully or partially dispose of the amounts deposited in the Account(s) upon prior instruction sent to Monex, and by wire transfer of funds to the Client or the Recipients, transfer orders to different accounts, whether of its own or of the Recipients, or by any other means authorized by Monex. The aforementioned instructions must satisfy the characteristics determined by Monex.

The Client acknowledges and agrees that the transfer of the amount may be made according to the schedules established by Monex as specified below. For such purpose, the Central Mexico time shall be considered, and the transfer will be deemed registered as of the same day of the deposit; however, any returns shall be counted until the following business day when made outside of the following schedules:

1. For requests to send fund transfers in excess of an amount equal to one thousand five hundred UDIS made through Electronic Means, on any Business Day between 6:00 a.m. and 5:30 p.m. (Mexico Central Time).
2. For requests to send fund transfers made at Monex's branches (over the counter), during the hours that such branches are open.
3. When sending wire transfer requests for amounts less than the equivalent of one thousand five hundred UDIS, sent by electronic means, 24 hours a day, every day of the year.
4. In the case of requests to send fund transfers generated as a result of the acceptance of collection messages to send Transfer Orders (CoDi), 24 hours a day, every day of the year.

The returns referred to in the previous paragraph will be accrued as from the day on which the deposit is deemed to have been made, and will be calculated on the balance that the Client has in the Account(s) up to 23:59 hours on the previous day

If the Client instructs Monex to dispose of Currency deposited in the Account(s), the latter acknowledges and accepts that Monex may provide to it the aforementioned Currency up to 2 (two) Business Days following the date on which it receives the instruction from the Client, taking into account the type of Currency, and the time at which the request is made. As a result of the foregoing, Currency deposits in the Account(s) will be deemed withdrawable upon prior notice.

If there are Trades that are effective or pending settlement, the Client acknowledges and accepts that Monex may cap the amount of money that it may dispose of under the terms of the provisions of the preceding paragraph.

If there are errors in the information provided by the Client, Monex will

not be liable in any way for making transfers in accordance with the Instructions received in such regard. Likewise, Monex will not be liable for the damages that the Client may be subject to if due to an act of god or force majeure, it is impossible to transfer funds through the payment system operated by the Mexican Central Bank or by other institutions, and in the event that the credit account is subject to any attachment measure issued by a judicial or administrative authority, or if it were cancelled.

Monex will be released from all liability at the time that, as applicable, it transfers the relevant funds to the recipient credit institution, likewise, it will not be liable if such funds are not due to any cause accepted by the recipient credit institution and, accordingly, the latter proceeds to return it. In any case, Monex will be authorized to collect the relevant Fees, even if the transfer of funds is not made due to the causes expressed herein.

Monex will be authorized by the Client to exchange information with the Mexican Central Bank, and the recipient, intermediary, or correspondent credit institutions, for purposes of making the fund transfers.

TWENTY. - The Client hereby irrevocably authorizes Monex to set-off or pay the Trades or other Transactions executed by both parties under this or other agreements, and any fee, interest, or expense resulting from the Agreement, charged to (i) the balances of the Account(s), or (ii) any credit balance of the Client in accordance with the frequency and amounts set forth in the Cover Page of this Agreement.

TWENTY-ONE. - Depending on the type of Account(s) the amounts of money that will be effectively deposited therein may generate returns for the Client, which are expressed in simple annual terms and will accrue in accordance with the guidelines and policies established by Monex in such regard.

Both parties agree that the amount in Pesos deposited in the Account in accordance with the provisions of Clause Twelve, subsection 1of the Agreement may generate returns.

The aforementioned returns will be calculated on the daily average balance that the Client maintains in deposit in the Account(s), dividing the interest rate referenced in the following paragraph by 360 (three hundred sixty) and multiplying the result thus obtained by the number of days that have effectively elapsed during the period in which the returns accrue; these will be calculated on a monthly basis and may be credited to the Account(s) on the last day of each month, or within the first 2 (two) Business Days of the immediately following month. The calculations will be rounded to the nearest hundredth.

Monex shall inform the Client of the interest rate that will be applied to pay for returns on the deposits made in the Account(s) through notices published in any of the following media: (i) the Site; (ii) Electronic Media; (iii) places open to the public in the offices and/or branches of Monex; (iv) newspapers with broad circulation; or (v) the Account Statement.

Monex invariably reserves the right to revise and adjust at any time the interest rate referenced in this Clause.

TWENTY-TWO. - If the deposits are deemed to result from an illegal transaction in the opinion of any authority and such authority requests Monex to revert the credit, the Client authorizes Monex to immediately charge the relevant amount, and the penalties and defense expenses, and it will be directly liable for the legal consequences that, as applicable, apply, releasing Monex from all civil, commercial, criminal, or tax liability, or any other action that may result from such transactions.

Likewise, Monex will be authorized to refuse to receive deposits on the Account as it deems necessary to prevent the coverup or execution of transaction with funds from illegal sources.

TWENTY-THREE. - For the services provided pursuant to this Chapter, Monex will charge the Client the charges or Fees determined by the former. The amount of such charges or Fees, and their frequency and the way to calculate these, were informed by Monex to the Client through the Cover Page and the Fee Schedule, which will form an integral part of this Agreement, and which have been informed to the Client upon execution of the Agreement. Likewise, the Client hereby authorizes

Monex to charge the aforementioned charges or Fees to the Account or, as applicable, to the Associated Accounts.

If the Fees for passive or service transactions generated due to the management and performance of this Agreement are updated, the new Fees will be informed to the Client through any of the media determined in Clause Fifty of this Agreement.

CHAPTER FOUR

Services Through Electronic Media

TWENTY-FOUR. - The Transactions entered into and the services provided under this Agreement may be agreed between the parties orally, in writing, or by Electronic Media; for the latter case, the Client states that the terms and conditions for use of the Electronic Media provided in this Chapter have been explained to it, and that it agrees with these.

Monex will disclose in the Site, from time to time, the way in which the Client may prevent possible frauds in the acquired products and services.

The Transactions and services that Monex may provide to the Client through the Electronic Media include, without limitation:

1. Sending Instructions to withdraw funds charged to the available balance in any of the Associated Accounts and for credit to the accounts of the Client or of third parties.
2. Registration of own or third party accounts to send wire transfers.
3. Checking balances, transactions, and financial information of the Associated Accounts, and the account statements issued pursuant thereto.
4. Foreign Exchange transactions.
5. Sending Instructions to execute Transactions on the Associated Accounts.
4. Registration of Authorized Personnel in the Associated Accounts, and assigning authority and/or limitations to the Authorized Personnel to operate the Electronic Media.
7. Any other Transaction or service that Monex may authorize and make available to the Client through Electronic Media.

If the User sends Instructions through Electronic Media to execute Transactions, Monex shall provide to it a folio number for purposes of identifying such Transactions and, as applicable, make the clarifications it deems necessary.

Such folio number, jointly with the account statement issued by Monex pursuant to the provisions of the Agreements will set forth the creation, transfer, amendment, or cancellation of the rights and obligations resulting from the Transactions.

As a result of each Transaction carried out through the Electronic Media, Monex shall send to the Email of the Client provided in the Preamble of this Agreement, a confirmation which will determine the elements and characteristics of the executed Transaction.

In compliance with the law, the Transactions that the User carries out through the Electronic Media, will be subject to the caps on the individual and aggregate daily amounts determined by applicable law or, as applicable, determined by the Client. Such caps may be suggested by Monex.

TWENTY-FIVE. - As a result of the execution of this Agreement, Monex shall provide a Token to the Client, which contains dynamic codes that, as applicable, will be requested from the Client to allow it access to the Electronic Media, or to confirm its Instructions.

Monex shall provide to the Client a Token for each person that is authorized by the latter, which will be deemed as additional to the token mentioned in the preceding paragraph, and will be authorized or, as applicable, deauthorized by the Client through the authentication procedure established by Monex in the Website for such purposes: The

cost of the Token(s) will be borne by the Client.

The consultations, Instructions, or Transactions carried out through the Electronic Media by the Authorized Personnel by using the Password will be considered for all relevant legal purposes, as carried out by the Client, which henceforth accepts and acknowledges these as its own, therefore considering these as both mandatory and binding upon it.

Given the foregoing, the Client releases Monex, its officers, and employees from any liability resulting or that may result from the Transactions carried out pursuant to the Instructions issued by the Authorized Personnel.

TWENTY-SIX. - In case of deterioration, loss, theft, or misplacement of the Token, the Client agrees to report it immediately to Monex.

As from the date of such report, the reported Token will be cancelled and Monex will release the Client from any liability with respect to the misuse that a third party may make of the Token reported.

To replace the Token, the following will be observed:

- a) The Client shall pay Monex the replacement cost of the Token as published at the Website at the time of replacement.
- b) Automatic Replacement. Monex shall provide to the Client a new Token at the address mentioned in this Agreement or at the place of delivery registered in the system.
- c) The Client shall call Monex to activate the Token. The Client acknowledges and accepts that to achieve the authorization of the Token(s), it shall follow the procedure that Monex informs to it through a notice provided through the Website or the Electronic Media.

The Client shall be liable for the amount of the Transactions carried out until Monex receives any notice or report to cancel or disable the Token(s), under the aforementioned terms.

TWENTY-SEVEN. - The Client may require Monex to cancel or disable the Token(s) if it deems it pertinent, to prevent access by unauthorized third parties to the Associated Accounts.

As a result of the foregoing, the Client may cancel or disable the Token(s) under the terms of the preceding Clause, and make such requirement by phone at: +(52) 55-5231-4500, choosing option 1, which will operate during Business Days from 8:30 to 18:00 hours (Mexican Central Time); Monex shall provide the Client a code whereby the latter may evidence the date and time of the cancellation or disabling of the Token(s). Monex may include in the Website and Electronic Media, other options for the Client to be able to personally cancel or disable the Token(s).

TWENTY-EIGHT. - Monex shall provide the Client the services subject matter of this Agreement during the days and times set forth by Monex for such purpose. If the User sends Instructions to Monex outside the days and times set forth by the latter, the aforementioned Instructions will be deemed sent on the following business day.

Monex will not be required to provide the services subject matter of this Agreement, without any liability, in the following cases:

- a) If the Instruction sent by the User is insufficient, does not satisfy the established requirements, is inaccurate, erroneous, or incomplete due to malfunctions in the Electronic Media.
- b) If the Access Devices and Internet of the User are not updated, are incompatible, or have any malfunction, use restriction, or limitations of any kind that make it impossible to access the Electronic Media.
- c) Given the need to perform repair and/or maintenance tasks of all or part of the components of the Electronic Media.
- d) Due to the causes identified in Clause Thirty-Six of this Agreement.

TWENTY-NINE. - The Client acknowledges the personal and untransferable nature of the Password, which will remain under its custody, control, and care, therefore, it will be exclusively liable for any damages that it may suffer as a result of the misuse thereof. The Client agrees to take the necessary measures to protect the confidentiality of

the Password, so that upon the execution of this Agreement, the Client expressly assumes the full and exclusive responsibility regarding its use.

The Password, as well as the codes contained in the Token(s) and other authentication mechanisms or factors established by the parties for use of the Electronic Media will also be considered as part of the Password, provided that they are entered through the Electronic Media.

Before using Biometric Data as authentication mechanisms of factors in accordance with the procedures determined by Monex, the Client shall register its Biometric Data in the systems of Monex, notwithstanding that the Client may give its express consent to use such Biometric Data with its Password.

The Client acknowledges and agrees that, pursuant to Article 52 of the Credit Institutions Law, Article 1,803 Section I of the Federal Civil Code, and other applicable provisions, the Electronic Signature, the Password, and other authentication mechanisms or factors like Biometric Data, will substitute the handwritten signature of the Client or its representatives and will have the same effect granted by law to the relevant documents and, therefore, the documentary or technical certificates resulting from the use of such media will produce the same effects that the laws grant to the documents executed by the parties and will have equal probative value and force.

The Client acknowledges and accepts that, by using the Password, the Instructions sent by Users through the Electronic Media will be deemed unconditional instructions.

Likewise, both parties acknowledge and accept that, by using the Password through the Electronic Media, the User may execute Agreements with Monex or with the Financial Entities to enter into Transactions or provide services.

Under no circumstance may Monex request the Client or User, through its officers, employees, representatives, or agents, partial or full information on the Password and/or other authentication factors.

Monex will be responsible for providing the Password and Token considering procedures that ensure their integrity and confidentiality, protecting the Client's authentication information.

THIRTY. - It is expressly provided that the Transactions entered into as a result of the Instructions that the User sends Monex or the Financial Entities through the Electronic Media will be governed, always and without exception, by the general terms and conditions set forth in the respective Agreements for each Transaction in particular.

If the Instructions sent by the User consist of modifying or including bank accounts; the User shall provide all information requested from it in the Electronic Media; therefore, the Client releases Monex and the Financial Entities in the event that the information is not complete or contains errors or omissions, or if the bank account is: (i) subject to an attachment, is frozen or blocked due to an order from a judicial or administrative authority with jurisdiction; (ii) is cancelled; or (iii) is non-existent.

Given the foregoing, the Client will be exclusively liable for the cash transfers made by Monex or any of the Financial Entities to the accounts determined by the User.

THIRTY-ONE. - For the services provided in accordance with this Chapter, Monex shall collect from the Client the charges or Fees as determined by the former.

The amount of such charges or Fees, and their frequency and the method to calculate these were informed by Monex to the Client through the Cover Page and the Fee Schedule, which form an integral part of this Agreement and have been informed to the Client upon the execution of the Agreement. Likewise, the Client hereby authorizes Monex to charge the aforementioned charges or Fees by debiting the Account or, as applicable, the Associated Accounts.

THIRTY-TWO. - Monex is the owner or holder of the rights of the Electronic Media, therefore, without its consent, the User may not transfer, disclose, or use the Electronic Media differently, otherwise, the Client will be liable for the damages caused to Monex or to third parties.

THIRTY-THREE. - The Client accepts that it is responsible for the management of the information generated by using the Electronic Media, and that is contained in its Access Devices, in the information safeguarding components thereof, or backed in data storage devices, or any other media that exists or may exist, which may be modified by persons that have access to the aforementioned media or devices.

Likewise, the Client states that it knows the risk associated with the transfer of information online or thorough any electronic or teleinformatic media, therefore, it accepts that the access, use, and sending of Instructions through the Electronic Media is its sole and exclusive liability.

The Client acknowledges and accepts that the information that it obtains through the Electronic Media will not replace the information contained in the Account Statements issued by Monex in accordance with the provisions of the Agreements, therefore, both parties agree that if there is any discrepancy between the information contained in the aforementioned account statements and the information obtained by the Client, the former will always govern over the latter.

THIRTY-FOUR. - Monex may disable the Password and Session in the following cases:

(i) Disabling a Password. – Monex will disable the Password:

- (a) After 3 (three) attempts to enter the Electronic Media have been made, with errors in the digitization of the characters that form part of the Password; and
- (b) Where the user refrains from executing transactions or accessing its account through the Electronic Media in more than 12 months.

Notwithstanding the foregoing, Monex will enable the User to reestablish the Password, following the procedure specified through a notice informed through the Website.

(ii) Session Logout – Monex will log the Client out of the Session if there is inactivity for more than 10 (ten) minutes in an open Session by the User, therefore, the User shall start a new Session.

Monex may exercise the right granted herein to Monex to carry out any such acts, at any time and without prior notice and without any liability.

THIRTY-FIVE. – The parties agree that Monex may suspend or cancel the execution of transactions that the User plans to make through the Electronic Media; provided that it has sufficient elements to presume that the authentication or identification means agreed for such purpose have been used improperly, or where Monex detects any error in the Instructions in question.

Moreover, the parties agree that, if Monex receives funds to be credited to the Associated Accounts of the Client by any of the Electronic Media, and Monex has sufficient elements to presume that the authentication or identification means agreed have been used improperly, it may restrict the use of such funds for up to 15 (fifteen) Business Days in order to conduct the necessary investigations and inquiries. The term provided in this paragraph may be extended up to 10 (ten) additional Business Days, provided that Monex informs the appropriate authority about probable illegal acts committed by virtue of the transaction in question.

Monex shall notify the Client of any action taken as provided in this clause.

Monex will not be liable for damages that might be caused to the Client or other by the actions contained in this clause, hence the Client releases Monex from any liability.

THIRTY-SIX. - Monex will not be liable for the damages that may be caused to the Client as a result of not being able to use the Electronic Media as a result of an act of god, force majeure, or any other unavoidable event or circumstance that, without limitation, is derived from natural phenomena, strike, stoppages, social disturbances, requirements and orders from administrative or judicial authorities with jurisdiction, failures in the supply of electricity, telecommunications problems, internet service failures.

Monex will not assume any liability for failures or deficiencies in the performance, error, omission, or delay in sending information attributable to third parties that provide services related to the Internet, email, or other teleinformatic media.

Monex shall maintain records of incidents, failures, or vulnerabilities detected in the Services through the Electronic Media, and of all transactions carried out through these that are not recognized by the Client, including at least the date of the event, duration, and affected service.

Monex shall establish mechanisms and procedures that generate the relevant receipts with respect to the transactions and services carried out by the Client through the Electronic Media.

For purposes of the services provided pursuant to this Chapter, Monex makes available to the Client the following telephone number: +(52) 55-5231-4500.

THIRTY-SEVEN. - Monex reserves the right to amend the terms and conditions of this Chapter at any time, upon prior notice of such amendment to the Client by publishing it in the Electronic Media in accordance with the provisions of Clause Forty-Eight of this Agreement; likewise, the Client accepts that continuing to use the Electronic Media entails its tacit acceptance of the new conditions established by Monex.

Services Through the Website

THIRTY-EIGHT. - For the use of the services through the Website, the Client agrees to have an Access Device, which must be kept updated, in such a way as to preserve compatibility with the Electronic Media of Monex.

Monex will set the guidelines, compatibility requirements, and conditions for use of the Electronic media, which will be published in the Website, and may be modified in accordance with the terms and conditions set forth in Clause Forty-Eight of this Agreement.

Monex will allow the User to connect to the Electronic Media through the Internet, by using the Password, provided that the User carries out the authentication procedure that Monex determines for it.

Once the authentication has been carried out to the satisfaction of Monex, the User may have access to the Electronic Media to send instructions to Monex or to the Financial Entities, or to carry out Transactions or consultations of the Associated Accounts.

Host to Host Service

THIRTY-NINE. - The Host to Host Service allows the User to issue Instructions and carry out consultations from Monex, and allows the latter to provide to the Client daily and partial transaction statements at the request of the User, through a Secure Channel.

Monex may make available to the Client other forms that expand the set of transactions and services in the same Secure Channel.

To access the Host to Host Service, the Client shall register it through the Website or by telephone, and have all of the following minimum requirements for its operation:

- a) The User shall have an Access Device with Internet service to access the Site, which must be kept up to date to keep compatibility with the Electronic Media of Monex. Such compatibility requirements will be published in the Website.
- b) Previously having the services through the Website, and being subject to the guidelines, requirements, and conditions to use the Electronic Media.
- c) Having an SFTP protocol to send/receive files.
- d) Having the authorized or required Service Pack levels (Set of updates that correct and improve apps, and operating systems), higher than 2000.
- e) Having a 1024 or 2048 bits RSA Public Key to provide to Monex.
- f) Installing the Secure Channel in accordance with the specifications

that will be published in the Website.

For the VPN Client software installation, the Client may use the software contained in the magnetic device provided by Monex, or directly obtain it in the Website.

Monex will not be liable for the damages that may be caused to the equipment and Access Devices of the Client during the installation and/or setup of any kind of communication link in its apps for use of the described Secure Channel.

- g) Allowing the verification and authorization of the Access Devices used by the User, to establish connectivity and communication between its apps and those of Monex.

- h) Having available funds and having the destination accounts of the funds previously registered by the Client and authorized for their use.

Monex shall allow the User to use the Host to Host Service through the Internet, by using the Password, provided that the User carries out the authentication procedure as determined by Monex for such purpose.

Once the authentication has been carried out to the satisfaction of Monex, the User may have access to send Instructions to Monex or to the Financial Entities, or make consultations of the Associated Accounts.

For any Instruction received by Monex to make payments charged to the Account of the Client, the relevant validations will apply for purposes of accepting and/or rejecting such Instructions.

The Client will assume the risk that the Instructions are sent inaccurately or erroneously, or that, for any reason, they are lost, including, without limitation, malfunctions of the Electronic Media or of the Secure Channel.

The Client acknowledges and accepts that if Monex detects Instructions entered irregularly, that do not satisfy the requirements, such Instructions may be cancelled, or not accepted, without incurring any liability.

For Host to Host Services, the Confirmation of the Transactions carried out will act as a material receipt of the relevant Transactions, with all of the effects that are attributable to them by law, provided such Confirmation is duly recorded in the Secure Channel.

Monex shall keep a record of any and all of the Instructions that the Client has issued from the moment they were sent and until their assignment, even if such instructions have not been executed.

The Client agrees to immediately inform Monex, if it presumes or is aware that the security mechanisms, authentication, and identification processes of the Electronic Media provided by it do not work adequately or do not exist.

Monex may suspend, without prior notice, the receipt of Instructions from the Client through the Secure Channel in case of default of any of the clauses of this Agreement, having to give notice to the Client immediately upon the authorized email to send notices.

Online Banking

FORTY. - To use the services through Online Banking, the Client agrees to the following:

1. Having a Mobile Phone with a telephone number with access to the Internet. The Client may only have the account through which it will access Online Banking associated to a single Mobile Phone.
2. It shall install the App in the Mobile Phone determined by the Client for such purposes, which must be updated, to maintain compatibility with the App.
3. The User shall carry out the authentication procedure as determined by Monex for such purpose.

Once the authentication has been carried out to the satisfaction of Monex, the User may have access to Online Banking to send Instructions to Monex or to the Financial Entities to carry out Transactions, or make consultations of the Associated Accounts.

Monex will set the guidelines, compatibility requirements, and conditions for use of the App, and establish the security measures that it deems necessary, which will be published in the Website, and may be modified in accordance with the terms and conditions set forth in Clause Forty-Eight of this Agreement.

Voice Banking

FORTY-ONE. – Monex will provide the Client with an access channel whereby the latter may issue instructions through the Voice Banking for the use of the Services.

The Client shall, to the satisfaction of Monex, carry out the authentication procedure determined by Monex, after which the Client may transmit Instructions to execute Transactions or consult the Associated Accounts, through a Monex representative with specific functions. Exclusively with respect to Voice Banking, in no event may own accounts and accounts of others be registered for sending electronic funds transfers.

The service will be provided to the Client individually, regardless of whether it has one or more accounts, in which case it will use the same authentication means for all accounts.

CHAPTER FIVE

Clarifications

The parties agree that the terms and conditions set forth in this Chapter generally apply to the entire Agreement.

FORTY-TWO. - In accordance with the provisions of the Law for the Transparency and Order of Financial Services (*Ley para la Transparencia y Ordenamiento de los Servicios Financieros*), if the Client does not agree with any of the transactions that appear in the Account Statement or the services resulting from this Agreement that are reflected in the Account Statement, it may request Monex to provide the relevant clarification, which must be provided in writing at the address of Monex, within 90 (ninety) days following the cutoff date of the Account Statement. The instrument must be addressed to the Customer Service Center of Monex, and contain a detail of the transactions that it does not agree with, and a copy of its identification, and the address to which the answer may be sent.

Once the request for clarification has been received, Monex will have a term of 45 (forty-five) days to provide the relevant report to the Client. In the event of clarifications relating to transactions carried out overseas, the term provided in this paragraph will be up to 180 (one hundred eighty) days.

Monex, within the term mentioned in the preceding paragraph, shall provide the Client the report through the Mexican Postal Service (*Servicio Postal Mexicano*); if the 45 (forty-five) day-term has expired and the Client has not received an answer, it may attend to the Specialized Unit of Monex to be able to collect the relevant report.

Likewise, within a term of 45 (forty-five) days after the report referenced in the preceding paragraph has been provided, Monex will make available to the Client at the address of Monex, the file generated as a result of the request for clarification.

FORTY-THREE. - The procedure provided in the preceding clause will be ineffective once the Client files a suit with a judicial authority, or makes a claim under the terms of the Law for the Protection and Defense of Financial Services Users.

For purposes of the provisions of the preceding paragraph, the Client, may call the customer service center of the CONDUSEF at +(52) 55-5340-0999, or attend the headquarters of the CONDUSEF, located at Avenida Insurgentes Sur número 762, colonia Del Valle, alcaldía Benito Juárez, zip code 03100, in Mexico City, or at any of the offices of the regional or metropolitan delegations that are closest to it depending on its geographic location. Likewise, the Client may make consultations at the website of the CONDUSEF: <http://www.condusef.gob.mx>, including the possibility of making opinions to the email: asesoria@condusef.gob.mx, for purposes of making any claim with respect to the services, terms, and conditions set forth in this Agreement.

CHAPTER SIX

MISCELLANEOUS

FORTY-FOUR. - The parties agree that the terms and conditions set forth in this Chapter will generally apply to the entire Agreement.

FORTY-FIVE. - The Client expressly and irrevocably authorizes Monex to obtain information regarding the credit and other equivalent transactions that the former keeps with Monex, or with any other credit institution or company.

The authorization contained in the preceding paragraph must be formalized with the execution by the Client of the forms provided by Monex to it for such purpose, and it includes obtaining or providing information regarding the credit history of the Client through credit reporting companies, and rating agencies in general, whether national or foreign.

FORTY-SIX. - As a result of each executed Transaction, Monex shall send a Confirmation to the Email of the Client and/or the media that it determines, which will determine the elements and characteristics of the executed Transaction.

FORTY-SEVEN. - Monex shall send the Client within the first 10 (ten) days following the monthly cutoff, an authorized Account Statement with the list of all transactions carried out under this Agreement during the calendar month immediately preceding the issuance of the aforementioned Account Statement.

For all relevant legal purposes, Monex will be deemed to have sent the Account Statements of the Client in the following circumstances:

- If Monex makes the Accounts Statements available to the Client through the Electronic Media; or
- If Monex sends the Account Statements to the Client to the last address or Email that the Client has notified to Monex.

In any case the entries that appear in the Account Statements may be challenged by the Client within 90 (ninety) Business Days following the date on which they are sent under the terms of Clauses Forty-Two and Forty-Three of this Agreement, provided that such entries will be deemed agreed by the Client in the event that it does not challenge them within the aforementioned term.

If the balance of the Account is in zero and it does not have any type of transaction within 2 (two) consecutive months, Monex will have the authority to suspend sending the Account Statements without prior notice to the Client, agreeing to send such Account Statement at least once a year. If there is any transaction following the suspension, Monex will once again send the monthly Account Statement.

The Client may, at any time, check the Account Statement through the Electronic Media.

FORTY-EIGHT. - Monex reserves the right to amend the Agreement at any time, sufficing for such purpose a notice given to the Client 30 (thirty) days in advance of the date on which the amendments become effective through any of the following media: (i) in writing; (ii) through publications in newspapers with broad circulation; (iii) through a notice in the Account Statement; (iv) through the Website or the Electronic Media; or (v) through a notice placed in places open to the public in the offices or branches of Monex.

If the Client uses any of the services subject matter of this Agreement on any date after such amendments become effective, such amendments will be deemed accepted by the Client.

If the Client does not agree with the amendments proposed by Monex, resulting from new or greater obligations for the Client, it may request the termination of the Agreement within a term of 30 (thirty) days following the effective date of the amendments, provided that the services were not used within such term in accordance with the provisions of the immediately preceding paragraph. In any case, the Client shall pay any and all of the debts accrued as of such date, including payment of ordinary and default interest, if any.

FORTY-NINE. - Except for the provisions of Clause Thirty, the term of the Agreement is perpetual, with either party having the authority to terminate it.

Monex may terminate the Agreement, without a cause, by giving simple written notice to the Client 10 (ten) days in advance through any of the media determined in Clause Fifty of this Agreement, provided that the Agreement will be terminated on the business day following that on which the request is received or, as applicable, those required to carry out the outstanding settlements.

The Client will have a term of 10 (ten) days following the execution of this Agreement to terminate it without liability for it, in which case, Monex may not collect any fees, provided that the Client has not used or operated the products or financial services acquired.

Monex shall abstain from conditioning the termination of the Agreement to the Client returning the counterpart thereof that it holds.

The Client may terminate this Agreement at any time, sufficing for such purpose a written request through any of the media determined in Clause Fifty of this Agreement.

Monex shall use mechanisms to verify the identity of the Client, in accordance with the media through which the Client gives its notice.

Against delivery of the request for termination of this Agreement, Monex shall provide the Client an acknowledgment of receipt with a confirmation code or folio number that was assigned to the termination request, having to verify the authenticity and veracity of the identity of the Client requesting the respective termination, for which Monex shall confirm the information of the Client in person, in writing, or by electronic media, or by telephone.

Once the foregoing has occurred, Monex:

- I. Shall cancel the Token(s) on the date of submission of the request. The Client agrees to provide the Token(s) or, as applicable, state in writing and under oath, that they were destroyed or that it does not have such Token(s), therefore, it may not make any use of such media as from such date.
- II. Shall reject any withdrawal intended to be carried out after the cancellation of the Token(s). Accordingly, no additional charges may be made as from such time when the cancellation is made, except for those that were already generated but are not reflected.
- III. Shall cancel, at no liability, the collection of any associated product or service, and the direct debt (*domiciliación*) services on the date of the request for termination, regardless of who keeps the authorization of the relevant charges.
- IV. Shall abstain from conditioning the termination of the Agreement to any other act not provided in the same Agreement.
- V. Shall not charge the Client any fee or liquidated damages for the termination of the Agreement, except for the agreed Fees relating to prepayment of credits; and
- VI. Shall cancel any other additional product or service, necessarily linked to this Agreement, which may not survive without it.

With respect to on demand deposits of money, Monex will terminate the transaction on the same date on which the Client submitted the request for termination, provided that the debts and Fees charged as of such date are paid, and the existing funds in the Agreement are withdrawn.

Once the funds of the Agreement have been withdrawn, and the Agreement has been terminated, Monex shall provide the Client an acknowledgment of receipt or cancellation confirmation code, therefore, as of such time, the Client and Monex waive their residual collection rights, which may survive after the termination of the Agreement.

The Client may request the termination of this Agreement through another Financial Institution (Recipient Institution), for which Monex shall require from the Client confirmation of having requested to the Recipient Institution such cancellation service and transfer of funds, by the third

Business Day following receipt of the request, unless these are term transactions, in which case, it will be effective upon maturity.

The Agreement will be terminated once the funds are in the account that the Recipient Institution opens for such purpose. With respect to term transactions, the cancellation will be effective upon maturity.

FIFTY. - Any notice that Monex shall give to the Client, may be given through: (i) a written communication sent to the address of the Client; (ii) a message contained in the Account Statement; (iii) a message sent to the Email of the Client; or (iv) a message informed through the Website or the Electronic Media.

The notices and any other communication of the Client to Monex must be in writing and delivered at the address of Monex, or sent to the Email indicated by the latter.

FIFTY-ONE. - Monex mentions as its address, that which is located in Avenida Paseo de la Reforma 284, Floor 14 colonia Juárez, alcaldía Cuauhtémoc, zip code 06600, of Mexico City, and its Email monex@monex.com.mx; likewise, the Client provides as its address and email those set forth in the Preamble of this Agreement.

Any change of address or Email of the Client must be notified to Monex by written notice addressed to the Comptroller Department (*Dirección de Contraloría*) of the latter, provided that such notice will be effective on the Business Day after it is received. The change of address or of Email of Monex may be notified to the Client by notice sent through any of the media set forth in Clause Fifty of this Agreement.

If the change of address is not notified by the parties under the terms agreed in the Agreement, the notices made to the abovementioned addresses will be fully and legally effective for the parties.

FIFTY-TWO. - The Client authorizes Monex to record and save all conversations that both parties have in relation to the products and services provided in this Agreement in writing, via phone, email, or any other means enabled by Monex, and through the Electronic Media that include written documents, voice records, or any data message generated by systems or electronic means, optical means, or any other technology.

The Client hereby accepts that, in due time, Monex will have no obligation to inform it that telephone conversations are being recorded, and that such conversations will be the exclusive property of Monex, and that their content will produce the same effects that the laws grant to the documents executed by the parties, thus having the same probative value.

FIFTY-THREE. - If provided by tax law, Monex shall withhold, report, and pay the relevant tax authorities any tax charged to the Client accrued as a result of this Agreement.

FIFTY-FOUR. - Monex informs the Client that, under the terms of the Bank Savings Protection Law (*Ley de Protección al Ahorro Bancario*), and the applicable rules, only on demand deposits of money, subject to withdrawal on preestablished dates, savings, and term deposits, with or without prior notice, and the loans and credit that the institution accepts will be secured for up to the equivalent of four hundred thousand investment units per person, whichever the number, type, and class of such obligations in its favor, borne by Monex.

For joint and several accounts, the IPAB shall cover up to the secured amount to the persons appearing in the Monex systems as holders or co-holders, in equal parts. The coverage by the IPAB of a joint and several account will not exceed four hundred UDIs per account, regardless of the number of holders or co-holders.

For joint accounts, the secured amount of the account will be divided among the holders or co-holders, on a *pro rata* basis to the percentage expressly set forth in writing by the holders or co-holders or, otherwise, in accordance with the related information that Monex has in its systems. If no percentage has been established, the balance will be divided in equal parts. The coverage by the IPAB of a joint account will not exceed four hundred thousand UDIs per account, regardless of the number of holders or co-holders.

FIFTY-FIVE. - Since the Client is the only holder of the Agreement, the latter will be entitled to payment of the balance of the secured obligations in accordance with the provisions of the preceding clause and, therefore, it is hereby expressly mentioned as secured holder before the IPAB.

FIFTY-SIX. - In accordance with the provisions of the Credit Institutions Law, the Client mentions as beneficiary(ies) of the Account, the person(s) mentioned in the Preamble of this Agreement or in a separate instrument, duly signed by the Client and provided to Monex, which will be entitled to receive, when they reliably evidence to the satisfaction of Monex, the death of the Client and their identity, the amount corresponding to the balance of the Account established for such purpose in the aforementioned Law.

If there were several designated beneficiaries, Monex shall provide them the amounts on a *pro rata* basis as determined by the Client, and if the proportion corresponding to each of them were not established, the balance to which they are entitled in accordance with the provisions of this Clause will be provided to them in equal parts. If there are no beneficiaries, the amount must be delivered as provided in common law.

The Client at any time and by written notice, may designate or change the beneficiaries, modify their location information, and establish or modify the percentage corresponding to each of them.

FIFTY-SEVEN. - Under the terms of the provisions of Article 61 of the Credit Institutions Law, the principal and interest of the capital raising instruments that do not have a maturity date or, if they have it, these are renewed automatically, and the due and unclaimed transfers that in the course of three years have not had any transaction for deposits or withdrawals, and after written notice has been given, at the address of the Client mentioned in the Preamble or by Electronic Media, 90 (ninety) days in advance, must be credited to the global account that Monex will keep for such purpose. With respect to the foregoing, the charges of Fees made by Monex are not considered transactions.

Monex will not collect Fees if the funds from capital raising instruments are under the circumstances referenced in the preceding paragraph following their inclusion in the global account. The funds contributed to such account will only accrue monthly interest equivalent to the increase in the National Consumer Price Index in the respective period.

If the Client makes a deposit or withdrawal, or claims the transfer or investment, Monex will withdraw the total amount from the global account, for purposes of crediting it to the respective Account, or to provide it to it.

The rights resulting from the deposits and investments, and their interest referenced in this clause, without any transaction in the course of three years after the latter are deposited in the global account, the amount of which does not exceed per account, the equivalent to three hundred days of the general minimum wage in force in Mexico City, will be subject to the statute of limitations for the benefit of the public charity property within a term of 15 (fifteen) days following December 31 of the year on which the circumstance provided in such paragraph occurs.

FIFTY-EIGHT. - Monex informs the Client that its personal data and the processing thereof will be carried out in accordance with the provisions of the Federal Law for the Protection of Personal Data Held by Private Parties (*Ley Federal de Protección de Datos Personales en Posesión de los Particulares*); likewise, the Client will be deemed to agree to the processing of its personal data, by not opposing its processing under the terms of the privacy notice that Monex makes available to the Client for such purpose to be checked at www.monex.com.mx.

The Client states its free, unequivocal, specific, and informed consent to the processing that Monex gives to its personal data, including biometric, property, and/or financial data, which consent it ratifies and reproduces upon executing this Agreement. Monex may only use the personal data of the Client for purposes of the Agreement, and for those that it has authorized under the terms of the privacy notice.

Under the terms of the Federal Law for the Protection of Personal Data Held by Private Parties, Monex is responsible for the processing of the personal data collected under the terms of this Agreement, for such purposes, the Client is informed that the person in charge of managing

it is the Information Security Officer of Monex.

The address of the responsible person, where he can be located for any question or clarification on the Personal Data referenced in this clause, is that which is located at Avenida Paseo de la Reforma 284, Floor 6, colonia Juárez, alcaldía Cuauhtémoc, zip code 06600, of Mexico City, and the email through which the personal data may be checked is seguridadinformacion@monex.com.mx, and at the telephone number +(52) 55-5231-000, ext. 0500.

FIFTY-NINE. - The parties agree that the rights and obligations resulting from the Agreement may not be assigned or delegated by the Client, and Monex may only do so upon prior written authorization of the Client.

SIXTY. - This Foreign Exchange and Bank Deposits Agreement supersedes all agreements entered into by the parties, and previously executed by Monex and the Client.

SIXTY-ONE. - For all matters relating to the interpretation, enforcement, and performance of this Agreement, the parties submit to the jurisdiction of the courts located in Mexico City, waiving any other venue to which they may be entitled pursuant to their present or future address, or otherwise.

In granting this Agreement, there was no error, lesion, or any other defect of consent that may invalidate it, therefore, the parties have read it and they understand its content and legal scope, keeping each of them one counterpart hereof.

After reading this Agreement and fully aware of its contents and legal scope, the parties agree that the Client may give its consent through the Electronic Media so that the Electronic Signature of the Client, if applicable, may substitute the handwritten signature for all applicable legal purposes, with the same effect granted by law to a handwritten signature, including the respective evidentiary value. Therefore, in the aforementioned case, this Agreement is executed in accordance with the Advanced Electronic Signature Law (*Ley de Firma Electrónica Avanzada*) and the terms of the Commercial Code, Federal Civil Code, and any other applicable law, so that data messages be communicated between the Parties securely in their identification, authentic and complete in their contents, and non-challengeable with respect to the issuer and recipient, with respect to the identity and statement of consent by electronic means or any other technology for the execution of acts of commerce, the date and time of execution of the electronic document is determined according to the approval thereof; with reference to the timestamp generated upon signing the electronic document.