



JOINDER AGREEMENT REGISTERED BEFORE CONDUSEF WITH NUMBER 0928-440-040713/01-01894-0724. Date: 18/07/2024.

REVOLVING CREDIT AGREEMENT (THE "AGREEMENT") ENTERED BY AND BETWEEN CATERPILLAR CREDITO, S.A. DE C.V., SOCIEDAD FINANCIERA DE OBJETO MULTIPLE, E.N.R. ("CATERPILLAR"), AND THE PERSON(S) WHICH DATA IS PRESENTED IN THE EXHIBIT A OF THIS AGREEMENT IN CAPACITY AS BORROWER AND WHERE APPROPRIATE THE "COBORROWER (THE "BORROWER" AND WHERE APPROPRIATE THE "COBORROWER") AND THE PERSON(S) WHICH DATA IS PRESENTED IN THE EXHIBIT A OF THIS AGREEMENT IN CAPACITY AS CO-OBLIGOR (THE "CO-OBLIGOR"), PURSUANT TO THE FOLLOWING RECITALS AND CLAUSES. (CATERPILLAR, BORROWER AND WHERE APPROPRIATE THE "COBORROWER" AND CO-OBLIGOR ARE COLLECTIVELY REFERRED TO AS THE "PARTIES;" AND, INDIVIDUALLY EACH IS A "PARTY" TO THIS AGREEMENT)

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REPRESENTATIONS

1. **Caterpillar**, through its representative, represents that:

- A. It is a business company, incorporated in accordance with the laws of Mexico.
- B. Prior to the execution of this **Agreement**, it notified the **Borrower** of the Total Annual Cost without VAT ("**CAT**"), as well as its percentage, calculation, use and, if applicable, in accordance with the provisions issued by Banco de México in its circular number 15/2007 dated November 29, 2007, and its annexes, in accordance with the provisions of the General Provisions referred to in articles 11, 12 and 13 of the Law for the Transparency and Regulation of Financial Services, applicable among others, to the Adhesion Contracts entered into by Multiple Purpose Financial Companies unregulated entities (*Sociedades Financieras de Objeto Múltiple Entidades No Reguladas*). For all legal purposes, the **CAT** of financing is expressed in annual percentage terms which, for informative and comparative

purposes, incorporates all costs and expenses inherent to the loan subject of this **Agreement**.

- C. Its intention is to open the Account (as defined below) to the **Borrower** and where appropriate the **Co-Borrower**, in accordance with the terms and conditions shown in Exhibit A of this **Agreement**.
 - D. In accordance with Article 87-J of General Law for Organizations and Ancillary Credit Activities, states that they do not require authorization from the Ministry of Finance and Public Credit for their incorporation and for the execution of the operations indicated in the same paragraph, they are not subject to the supervision and oversight of the National Banking and Securities Commission.
2. Each of the **Borrower** and where appropriate the **Co-Borrower**, represents through its representatives or on his/her own behalf, as the case may be, that:
- A. Is the person referred to in Exhibit A to this **Agreement**, with the data and domicile referred to in Exhibit A and who has sufficient legal capacity or representation to enter this agreement.
 - B. Has applied to **Caterpillar** for credit, which is granted in terms of the provisions contained in this Agreement.
 - C. It has necessary and sufficient financial and tangible resources to comply with its payment obligations and other obligations arising from this **Agreement** and its annexes.
 - D. **Caterpillar** has disclosed prior to the execution this **Agreement**, the contents of this **Agreement** and all the documents that will be executed as annexes, the charges, commissions and expenses generated by the execution of this **Agreement**, the discounts and bonuses to which we are entitled, as well as the financing **CAT** expressed in annual percentage terms which, for information and comparison purposes, incorporates all the costs and expenses inherent to the credit.
 - E. Without prejudice to the authorization to be obtained by **Caterpillar** under the terms established by the law, you expressly authorize **Caterpillar**, through its qualified officers, to make inquiries about your credit standing at such credit reporting agencies as **Caterpillar** deem appropriate.
 - F. As of this date, there is no action, suit or proceeding, of any nature, pending or pending before any court or instance, governmental agency or arbitrator, that could adversely affect its financial condition or operations. Likewise, it represents that there is no probability or threat of any act or event occurring against it or its properties or assets that could affect any obligations contracted by virtue of this **Agreement**, or that could have a material adverse effect on



the operation of the affairs, situation, properties, or assets of the **Borrower**.

- G. It has or is processing all permits, licenses, certificates, acknowledgments and/or legal authorizations in force, required by Local, Federal, or State authorities, necessary for the functioning and operation of the mercantile establishments it currently operates.
- H. Its corporate purpose, in the case of a legal entity, allows it to enter into this **Agreement**, its annexes and any other documents that may be subscribed under it, so that the execution of these, constitute or after their execution shall constitute, as the case may be, valid and binding obligations for the **Parties**.
- I. Acknowledges the scope of its obligations under this instrument and is willing to be bound by the terms of this instrument.
- J. In the case of individuals, **Caterpillar** has made available to him/her the privacy notice referred to in the Federal Law on the Protection of Personal Data in Possession of Private Parties, to which he/she has already consented.
- K. Under oath, its acts for the purposes of this **Agreement**, the Cover Page, and its exhibits in its own behalf and on its own account.
- L. Under oath that the information provided to **Caterpillar** and those stated in this instrument are true, knowing the repercussions that may arise against it for making false representations to a financial institution; engaging in a lawful activity, which will allow them to obtain the necessary resources to comply with each and every one of their payment obligations derived and arising from this instrument, the Cover Page and its exhibits. Also stating that the amounts received are destined to purposes permitted by law, without incurring in any of the crimes set forth in Articles 139, 148 Bis and 400 Bis of the Federal Criminal Code, which are aware of.
- M. Hereby acknowledges and accepts, for all legal purposes, that this **Agreement** constitutes a "joinder agreement" in terms of the Transparency and Realignment of Financial Services Law and the CONDUSEF's Sole Provision applicable to Financial Institutions.
- N. By using the Account, agrees and affirms that (a) neither **Borrower**, Co-Borrower, Authorized Persons, directors, officers or employees, subsidiaries, of the Account, or any beneficial owner of the **Borrower** or any person holding a controlling interest in **Borrower** (each, a "Relevant Person"), or (b) to **Borrower's** knowledge, having made reasonable enquiries, any agent will act in any capacity in connection with or benefit from the Account, is currently or

at any time a Sanctioned Person. "Sanctioned Person" means, at any time, (i) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union, or any EU member state, the U.K. government, including HM Treasury of the United Kingdom; or any other government, intergovernmental or internal organization or (ii) any person owned or controlled by any such person or persons in aggregate. By using the Account Borrower agrees and affirm that no merchandise or proceeds received under the terms of the Account will be used by any Relevant Person, or to its knowledge, having made reasonable enquiries, by any of your agents, or other users of the merchandise, in violation of, or which shall cause **Caterpillar** or its affiliates to be in violation of any applicable laws, rules, or regulations relating to (a) bribery or corruption, (b) anti-money laundering, (c) terrorism, (d) economic or financial sanctions, or (e) trade embargoes.

- 3. The **Co-Obligor**, represents through its representatives or on his/her own behalf, as the case may be, that:
 - A. It (he/she) is the person referred to in Exhibit A to this **Agreement**, with the data and domicile referred to in Exhibit A and who has sufficient legal capacity or representation to enter this Agreement.
 - B. It is its (hers/his) desire to become a Co-Obligor of the **Borrower**, in favor of **Caterpillar** with respect to each and every one of the payment obligations of the **Borrower**, agreed in this Agreement.
 - C. It (he/she) has the necessary and sufficient financial and material resources to comply with payment obligations and other obligations arising from this Agreement.
 - D. In the case of a legal entity, its corporate purpose includes the power to constitute itself as a joint and several obligor, as well as to guarantee its own obligations and those of third parties.
 - E. It (he/she) has no contingent obligation which, if enforceable, could have an adverse effect on its financial condition or operations and which could pose a risk to the fulfillment of its (her/his) obligations under this Agreement.
 - F. There is no contract, agreement, document, governmental order, decree, judgment or order that limits, encumbers or restricts the ownership of its (her/his) assets or rights, except those that you have made known to **Caterpillar**, or that affects its financial and/or economic condition that could represent a risk in the fulfillment of the obligations assumed in this Agreement.
 - G. Prior to execute contract, **Caterpillar** has made known the content of this Agreement, as well as all the charges,



commissions and expenses that will be generated by its execution.

- H. In the case of individuals, **Caterpillar** has made available to him/her the privacy notice referred to in the Federal Law on the Protection of Personal Data in Possession of Private Parties, to which he/she has already consented.
- I. (a) Agrees and affirms that (a) neither **Co-Obligor**, directors, officers or employees, subsidiaries or any beneficial owner of the **Co-Obligor** or any person holding a controlling interest in **Co-Obligor** (each, a "Relevant Person"), or (b) to **Co-Obligor**'s knowledge, having made reasonable enquiries, any agent will act in any capacity in connection with or benefit from the Account, is currently or at any time a Sanctioned Person. "Sanctioned Person" means, at any time, (i) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union, or any EU member state, the U.K. government, including HM Treasury of the United Kingdom; or any other government, intergovernmental or internal organization or (ii) any person owned or controlled by any such person or persons in aggregate. **Co-Obligor** agrees and affirm that no merchandise or proceeds received under the terms of the Account will be used by any Relevant Person, or to its knowledge, having made reasonable enquiries, by any of your agents, or other users of the merchandise, in violation of, or which shall cause **Caterpillar** or its affiliates to be in violation of any applicable laws, rules, or regulations relating to (a) bribery or corruption, (b) anti-money laundering, (c) terrorism, (d) economic or financial sanctions, or (e) trade embargoes.
- J. Under oath that the information provided to **Caterpillar** and those stated in this instrument are true, knowing the repercussions that may arise against it for making false representations to a financial institution; engaging in a lawful activity, which will allow them to obtain the necessary resources to comply with each and every one of their payment obligations derived and arising from this instrument, the Cover Page and its exhibits. Also stating that the amounts received are destined to purposes permitted by law, without incurring in any of the crimes set forth in Articles 139, 148 Bis and 400 Bis of the Federal Criminal Code, which are aware of.

According to the foregoing representations, the **Parties** enter into this Revolving Credit Agreement in terms of the following Clauses

CHAPTER I DEFINITIONS

First. Definitions. Unless otherwise stated in this Agreement, the **Parties** agree that the following terms (when used with initial capital letters) shall have the meanings set forth below, which meanings shall apply equally to the singular or plural forms of such terms:

"Borrower". The person entering into this Agreement with **Caterpillar**. When a Co-Borrower is indicated in the Exhibit A, it shall be understood that when this Agreement refers to the Borrower, it shall be understood jointly as the Borrower and the Co-Borrower.

"Co-Borrower". means the person entering into this Agreement with Caterpillar in such capacity.

"Co-Obligor". means the person entering into this Agreement in capacity as Co-Obligor which data is contained in Exhibit A.

"Commissions". Means the commissions established in the Cover Page which establishes the commissions applicable to the products or services offered under this Agreement and which is an integral part of the same.

"Annex of Legal Provisions". Means the document containing the legal precepts referred to in this Agreement, which is available for consultation by the **Borrower** at the Registry of Joinder Contracts of CONDUSEF, as well as at the Specialized Customer Service Unit of **Caterpillar**.

"Cover Page". Means the document containing, among other things, the main characteristics of the product or service contracted.

"CAT". The Total Annual Cost of Financing expressed in annual percentage terms which, for information and comparison purposes, incorporates all the costs and expenses inherent to the Account.

"Caterpillar". Means Caterpillar Crédito, S.A. de C.V., Sociedad Financiera de Objeto Múltiple, E.N.R.

"Disbursement Voucher" Means the document issued as proof of a disbursement made by the **Borrower**, a copy of which shall be delivered by electronic means to the **Borrower**.

"CONDUSEF". Means The National Commission For The Protection And Defense of The Users of Financial Services.

"Account". Means the revolving account opened to the **Borrower** under this Agreement.

"Business Days". Days of the week, except Saturdays, Sundays, and those on which financial institutions are required to close their offices and branches, in terms of the general provisions issued for such purpose by the National Banking and Securities Commission.

"Caterpillar Dealer". Means Caterpillar dealer including authorized dealers of Caterpillar branded equipment who have agreed to accept payment through this revolving account as a method of payment.



“Cut-Off Date”. Means, with respect to each Monthly Period, the last day thereof, as indicated on the Cover Page and in the account statements.

“Payment Deadline”. Means the period of 20 (twenty) calendar days from the calendar day following the Cutoff Date. If the day on which the payment must be made is not a Business Day, the payment may be made on the following Business Day without charging commissions or late payment interest.

“Credit Limit”. Means the amount of money made available to the Borrower by Caterpillar and specified on the Face of this Agreement.

“Monthly Period”. Means the period between the calendar day following the immediately preceding Cut-Off Date and the date corresponding to the immediately following Cut-Off Date.

“Authorized Persons”. The persons authorized by the Borrower in Exhibit A to this Agreement to draw on the Account under this Agreement and that may be modified from time to time on the website that Caterpillar makes available to the Borrower or by notifying Caterpillar.

“Special Promotions” are the promotions that Caterpillar may make from time to time to the Borrower, who may carry out Transactions with the Account available, but payable in monthly installments (with or without interest).

“Supplier”: means any distributor authorized by Caterpillar, including each Caterpillar Dealers that have agreed to accept the charge to the Account as a method of payment (each, a ‘Caterpillar Distributor’).

“Transactions” or **“Transaction”** means:

- **Purchases**. Purchases of goods and services from any authorized Supplier including authorized Caterpillar branded equipment distributors who have agreed to accept payment through this Account as a method of payment.
- **Rental Transactions**. Equipment rental, damage, transportation and related rental charges from Suppliers may be charged to the Account. Rental Transactions are required to be paid in full each month and cannot be deferred to a future payment date. Rental Transactions are different from Purchases and Balance Transfers in this way.
- **Balance Transfers**. In the event that the current balance of an existing open account with a Supplier is transferred to the Account, such balance transfers shall be subject to ordinary interest, payment terms and other terms and conditions of this Agreement in the same manner as Purchases, except as otherwise stated. Entering into this type of transaction shall

be at the request of the Borrower and at Caterpillar's sole discretion.

- **Special Promotions**. From time to time, special financing terms (such as extended interest-free periods, incentive interest rates for certain purchases or rentals, or other special limited-time promotions) may be available for the purchase or rental of certain items from Suppliers. These special terms shall be disclosed at the time of purchase. Purchases subject to Promotional Offers are Promotional Installment Purchases (each, an “Installment”), and are separately identified on the billing statement you will receive monthly (“Statement”). Purchases not subject to a Promotional Offer will be separately identified in your Statement and will become part of the amount on which your Ordinary Interest (as defined below) is calculated.

CHAPTER II OPENING OF CREDIT, PURPOSE AND DISPOSITION

Second. Opening of Credit. Subject to the terms of this Agreement, the Cover Page and the exhibits hereto, Caterpillar opens to the Borrower, in a revolving account (the “Account”), for the amount set forth on the Cover Page of this Agreement under the heading “Credit Limit”, and the Borrower is obligated to repay Caterpillar the credit in accordance with this Agreement and to pay the interest, fees, expenses and commissions set forth in this Agreement, the Cover Page and the exhibits hereto.

Interest, commissions, expenses, and other financial accessories payable by the Borrower to Caterpillar under the terms of this Agreement, the Cover Page and its exhibits are not included within the Credit Limit.

Caterpillar may increase the Credit Limit provided that the Borrower complies with its credit commitments under this Agreement, for which Caterpillar will make an offer to the Borrower in writing or by previously agreed electronic means, and the Borrower will expressly accept the increase of the credit line through any of these means.

Third. Destination. The Borrower shall invest the amount of the Credit Limit in one or several Transactions. Each time the Borrower, Co-Borrower or Authorized User uses the Account, they agree that the transaction is for business purposes only and not for personal, family, or household purposes.

All Transactions require Caterpillar's prior approval. Caterpillar may refuse authorization if Borrower is in default, if Caterpillar suspects fraudulent activity, or for other reasons. Caterpillar is not responsible for the failure to authorize each of the Transactions. In the event Caterpillar authorizes a Transaction that it causes to



exceed the Credit Limit, the Borrower will remain liable for all charges, including charges in excess of the Credit Limit.

In the event of a **Co-Borrower**, the Account granted and the Credit Limit shall be understood to be granted jointly for the **Borrower** and the **Co-Borrower**, regardless of the party that disposes it.

Forth. Disbursement. Subject to the terms and conditions of this **Agreement**, the amount of the Credit Limit disbursed and paid may be re-disbursed by the Borrower up to one day prior to the term of the credit, to be used for the Transactions.

The **Borrower** shall be able to use the Account **(i)** Physically in the establishments of any Caterpillar Supplier in the national territory in which an Authorized Person duly identified by the Caterpillar Supplier carries out a Transaction in which he/she states as payment method the charge to the Account, and **(ii)** carried out a Transaction in the internet portal "parts.cat.com", or any other approved e-commerce vendor as determined by Caterpillar, for which purpose it will designate on such website the Vendor with whom it will carry out the Transaction and will establish as method of payment the charge to the Account under this **Agreement**, and the Authorized Person must authenticate itself on such website using the methods established on the same.

The **Borrower** designates the Authorized Persons mentioned in Exhibit A of this **Agreement** as the persons authorized to make disbursements on its behalf, all under the Borrower's absolute responsibility.

Each disbursement of the credit shall be documented with a Disbursement Voucher. A copy of the Disbursement Voucher shall be delivered to the **Borrower** by electronic means. The Disbursement Voucher will have full probative value and legal force to accredit the transaction carried out, the amount of the same, its nature, as well as the characteristics and scope of its instructions.

CAPÍTULO III PAGO DE DISPOSICIONES, INTERESES Y COMISIONES

Fifth. Liability of the Borrower. The Borrower undertakes to pay, without prior notice, any disbursement made by the Authorized Persons based on the Account. Likewise, it is obliged to pay the interest referred to in this **Agreement** and the commissions that are caused, the Value Added Tax or any other tax applicable to the Account and that is established in the respective laws; as well as any other amount that is generated at the expense of the Borrower.

Sixth. Disbursements Payment. The **Borrower** shall pay **Caterpillar** the amount of the disbursements of the Account made through the Authorized Persons, in accordance with the following options:

A. Payment of the Balance Due. - To pay the debit balance of the Account, on the Cut-Off Date of the last Monthly Period, which will be composed of the sum of:

- The debit balance at the beginning of the last Monthly Period (the "Previous Balance"), plus drawdowns, less payments made during the last Monthly Period, less returns and refunds;
- The ordinary interest, commissions and expenses incurred up to the Cut-Off Date of the last Monthly Period;
- The amount of VAT caused by the total amount of interest, commissions and expenses generated up to the Cut-Off Date of the last Monthly Period.
- The proportional part of disbursements derived from Special Promotions; The **Parties** agree that any payment that the Borrower does not make, derived from a Special Promotion or a fixed payment scheme, Caterpillar will incorporate the unpaid balance of each one of the Special Promotions to the general balance of the Account to generate a single balance, applying the interest rate that corresponds to such credit and continue paying under the normal minimum payment scheme, or the total balance; and
- Any other charge established in this **Agreement** due and owing.

The debit balance of the last Monthly Period shall be recorded in the monthly statement (hereinafter referred to as the "New Balance"). Rewards, returns or refunds for promotions shall not be considered as payments.

In the event that the **Borrower** pays **Caterpillar** the total amount of the debit balance or New Balance existing as of the Cut-Off Date of the last Monthly Period, within the same Monthly Period or until the Payment Deadline indicated in the respective monthly statement, Caterpillar will not charge the **Borrower** any interest.

B. Paying the Monthly partial Payment. The amount of the monthly partial payment that the **Borrower** must make, in case of choosing this option, shall be calculated as follows:

The partial payment will be 10% of the debit balance on the Account as of the Cut-Off Date.

Caterpillar may freely determine the amount of the partial payment, as long as such amount is greater than that which corresponds in accordance with the provisions of the preceding paragraphs, with the understanding that the **Borrower** may make payments greater than the minimum requested. If the account records overdue installments, the amount of such installments will be accrued to the partial payment. Which shall be indicated on the Cover Page under the heading "minimum payment".

C. **Caterpillar** agrees that the **Borrower** may make prepayments on the Account, provided that the **Borrower** is current in the payments due in accordance with the provisions of this **Agreement**. Any prepayment shall be applied exclusively to the outstanding balance of the loan, with the understanding that such prepayments shall reduce the amount of the outstanding periodic payments. Partial prepayments do not



exempt the **Borrower** from the obligation to make the following immediate payments. The **Borrower** may at any time make advance payments, which are not yet due, in order to apply them to cover the next corresponding immediate periodic installments. When the amount of the payment exceeds the amount to be paid on the next payment date, **Caterpillar** must obtain from the **Borrower** an instruction including the following legend: "The **Borrower** authorizes that the resources delivered in excess of its due obligations are not applied for the prepayment of principal but be used to cover in advance the periodic payments of the immediately following loan".

- D. **Application of Payments.** The payments made by the **Borrower** shall be applied in the following order: a) to the past due balance, b) to the current balance. The overdue balance is understood to be, in this order, the taxes, interest, commissions, Rental overdue principal balance, and principal derived from the credit consumption and not covered on time; and the current balance is understood to be, in this order, the taxes, interest and principal derived from the credit consumption, which are in force.

If the payment made by the **Borrower** is greater than the partial payment corresponding to such period, and, on the other hand, there are promotions with different interest rates, the excess of such partial payment will be applied, in the first instance, to the amortization of the outstanding balance of the revolving part with the highest rate.

When the **Borrower** registers a balance in favor and has Special Promotions with Installments, the total amount of such amount will be applied to the total amount of the Special Promotions accounts with fixed payments that it acquires. If the account has a balance in favor of the **Borrower**, it will not generate income.

If the Special Promotions fixed payment accounts are not paid, the balance will become part of the common debit balance, losing the benefit of the fixed payments, and therefore subject to ordinary interest rate.

Seventh. Interest and Commissions.

The **Borrower** shall pay monthly, in case it decides to pay in monthly amortizations, ordinary interest at an interest rate to be determined in accordance with this **Agreement** ("Ordinary Interest"). Interest shall be computed on a monthly basis and shall be payable with the same periodicity on the principal amortization date.

Any interest payments generated by virtue of this agreement shall only be payable for overdue periods and in no case may they be collected in advance.

The ordinary interest rate will be variable and its determination will be based on the Compounded in advance Overnight Funding TIE rate for a 28 day term ("28-day F-TIE") or the term that replaces it in the event of non-working days, which is published on the interest

calculation date of the corresponding period by Banco de México through the Official Gazette of the Federation. If the 28-day F-TIE disappears, the rate that replaces it and is published in the Official Gazette of the Federation and issued by Banco de México or, in the absence thereof, in this order: (i) The annual yield rate of the Federal Treasury Certificates ("CETES") in primary placement, with a term of 28 (twenty-eight) days, published in the newspapers with the largest national circulation, considering the arithmetic average of the CETES rates published during the interest period in question, (ii) The cost of Term Deposit of Liabilities Denominated in Mexican Pesos ("C.C.P.") published in the Official Gazette of the Federation by Banco de México, considering the last one published during the interest period in question, (iii) The cost of Term Deposit of Liabilities Denominated in Mexican Pesos ("C.C.P.") published in the Official Gazette of the Federation by Banco de México, considering the last one published during the interest period in question. C.P.") published in the Official Gazette of the Federation by Banco de México, considering for this purpose the last one published during the interest period in question, in the understanding that the points established in the Cover Page will be added to the applicable rate. The resulting rate will be multiplied by the days of the interest period and divided by 360, thus obtaining the interest rate applicable to the corresponding period.

If applicable, **Caterpillar** shall inform the **Borrower**, by means of a brochure that will be available in the electronic system made available to it, of any change in the aforementioned fees, at least 30 (thirty) calendar days prior to the date on which they are intended to take effect, with the understanding that the **Borrower** may terminate this **Agreement** under the terms established herein if it does not agree with the new Commissions, making payment of any outstanding balance.

In the event that the **Borrower** does not pay the monthly partial payment on the corresponding date, default interest will be generated at the rate of 60% (sixty percent) on annual basis applicable to the due and unpaid obligations, computed from the date on which the payment was due until the date of effective payment, on the basis of a year of 360 days of 12 months of 30 days for the number of days actually elapsed, without prejudice to **Caterpillar's** right to terminate the Agreement in advance, with prior notice to the **Borrower**.

Eighth. Interest Calculation.

Ordinary Interest on the balance due will be determined by adding the percentage points corresponding to the last reference rate published on the Cut-off Date of the previous Monthly Period; the percentage points mentioned above are detailed in the Cover Page.

If the Borrower does not make the payment corresponding to the total balance before the Payment Deadline, the partial charges of the month with or without interest, will be integrated to the average daily balance and will be considered for the calculation of interest. If the Borrower makes the payment in order not to generate interest, the interest will cease to be calculated as of the date on which the payment is made. The payment of interest may not be demanded in advance but only for overdue periods. The amount of



interest resulting from the provisions of this clause shall be subject to Value Added Tax (VAT).

Caterpillar may modify the interest rate, informing the **Borrower** of such modification, through the account statement, at least 30 (thirty) calendar days prior to the date on which the modification is to take effect. The **Borrower** shall have the right to terminate this **Agreement**, if it does not agree with the modification, within 60 (sixty) calendar days after the modification becomes effective.

**CHAPTER IV
ACCOUNT STATEMENTS AND CLARIFICATIONS**

Ninth. Account Statements. **Caterpillar** shall make available to the **Borrower** on a monthly basis, through the means established by the **Borrower** in the Cover Page, an Statement with the detail of the transactions carried out in the corresponding period, within 10 (ten) calendar days following the Cut-Off Date, being **Caterpillar** exempted from sending the presentation in paper to the respective domicile.

In addition, the **Borrower** may make balance, charges and transactions inquiries under the Account at any time through the web page that **Caterpillar** makes available to it or by means of a written request to **Caterpillar's** Specialized Customer Service Unit, whose contact information is indicated on the Cover Page of this **Agreement**, in writing or by e-mail.

In the event that a **Co-Borrower** enters into this Agreement, The Statement shall be delivered to the **Borrower** through the means established by the **Borrower** in the Cover Page. The **Co-Borrower** hereby appoints the **Borrower** as its agent to receive the Statement, therefore **Caterpillar** is not liable for deliver the Statement to **Co- Borrower**.

Tenth. Clarification of Charges. **Caterpillar** shall provide the **Borrower** with the necessary assistance, access, and facilities to attend to any clarification related to the account documented in this **Agreement**. For such purpose, the **Borrower** shall be subject to the following procedure:

When the **Borrower** does not agree with any of the charges appearing in the respective account statement, he/she may submit a request for clarification within 90 (ninety) calendar days from the cut-off date or, if applicable, from the performance of the operation or service.

The respective request may be submitted to **Caterpillar's** Specialized Customer Service Unit whose contact information is indicated on the Cover Page of this **Agreement**, in writing, by e-mail or any other means by which its receipt can be reliably verified. In all cases, **Caterpillar** shall be obligated to acknowledge receipt of such request.

Once the request for clarification has been received, **Caterpillar** shall have a maximum period of 45 (forty-five) calendar days to deliver to the **Borrower** the corresponding opinion, attaching a

simple copy of the document or evidence considered for the issuance of such opinion, based on the information that, according to the applicable provisions, must be in its possession, as well as a detailed report in which all the facts contained in the request submitted by the **Borrower** are answered.

Within 45 (forty-five) calendar days from the delivery of the opinion referred to in the previous section, **Caterpillar** shall be obliged to make available to the **Borrower** through **Caterpillar's** Specialized User Service Unit, the file generated as a result of the request, as well as to integrate in it, under its strictest responsibility, all the documentation and information that, according to the applicable provisions, must be in its possession and that is directly related to the corresponding request for clarification and without including data corresponding to operations related to third parties.

Until such time as the request for clarification in question is resolved in accordance with the procedure set forth in this clause, **Caterpillar** may not report the amounts subject to such clarification as past due to the credit reporting companies.

The foregoing is without prejudice to the right of the **Borrower** to file a claim before CONDUSEF or before the corresponding jurisdictional authority in accordance with the applicable legal provisions. However, the procedure set forth in this clause shall be terminated once the **Borrower** files its claim before the jurisdictional authority and conducts its claim in accordance with the terms and terms of the Law for the Protection and Defense of the Financial Services User.

**CHAPTER V
VALIDITY, RESTRICTION AND EARLY MATURITY**

Eleventh. Term. This **Agreement** shall have an indefinite term as of the date of its execution.

The **Borrower** shall have a grace period of 10 (ten) Business Days after the signing of this **Agreement** to cancel it as long as it has not made any disbursements. In such case, **Caterpillar** shall not charge any Commission, returning things to the state they were in before signing the Agreement, without any liability whatsoever for the Borrower.

In addition, the **Borrower** may request termination of this **Agreement** at any time by submitting a written request to **Caterpillar**. In any event, **Caterpillar** will provide to the **Borrower** an acknowledgment of receipt and confirmation code or folio number identifying the request for termination and will verify the authenticity and veracity of the identity of the **Borrower**.

This **Agreement** shall be terminated on the Business Day following the presentation of the request by the **Borrower**, unless there are outstanding debts to be paid by the **Borrower**, in which case, the termination of the Agreement shall be verified once the corresponding payment has been made, in terms of the provisions of this paragraph, keeping the same payment date and conditions it had prior to the request. For such purposes, **Caterpillar** shall inform the **Borrower** of the amount owed no later than the following business day and within 5 (Five) Business Days from the



presentation of the termination request shall make such information available at the branch of its choice, so that once the debts have been settled, the **Agreement** shall be terminated.

Caterpillar will reject any disbursement intended to be made after termination. Accordingly, no new additional charges may be made from the time the cancellation is made, except for those already generated but not reflected as of that date.

Twelfth. Restriction and Denunciation. The **Parties** agree that **Caterpillar** may at any time, in terms of Article 294 of the LGTOC, restrict the term of the Account or the amount of the credit, or both at the same time, as well as terminate this **Agreement**, by simply giving prior written notice to **Borrower**.

Thirteenth. Causes of Early Termination. The **Parties** agree that **Caterpillar** may terminate this **Agreement** in advance, with prior notice to **Borrower**, without the requirement of a judicial declaration, and as a consequence, demand from **Borrower** the payment of the outstanding balance, interest even if not accrued, conventional penalties and other amounts payable in accordance with the terms of this **Agreement**, immediately, in any of the cases provided by law and in the event that any of the following hypotheses occur:

- a) If the **Borrower** fails to timely pay any Transactions or interest in the terms established in this **Agreement** as well as any other outstanding amount payable pursuant to this **Agreement**.
- b) If the **Borrower's** net worth decreases in such a way that the performance of its obligations under this **Agreement**, the Cover Page and its Exhibits may be jeopardized, for which purpose **Caterpillar** may have access to the financial information of the **Borrower**.
- c) If the **Borrower**, in the case of legal entities, decreases its fixed or variable capital stock, modifies its corporate purpose, or changes the type of company, without previously obtaining **Caterpillar's** authorization, and provided that the foregoing affects compliance with the obligations assumed in this **Agreement** and the documents executed under it.
- d) If the **Borrower** contravenes or fails to comply with any of the provisions of this **Agreement**.
- e) If the **Borrower** becomes insolvent or bankrupt.
- f) If the **Borrower** is in default in any other contract it has entered with **Caterpillar**.

CHAPTER VI GENERAL PROVISIONS

Fourteenth. Taxes. Each of the **Parties** shall be responsible for the timely payment of the taxes and/or duties that correspond to it in accordance with the applicable legislation. Accordingly, the **Borrower** hereby releases **Caterpillar** to the fullest extent from any present or future liability for the payment of taxes and/or duties due to the **Borrower**.

If for any reason **Caterpillar** covers any amount payable by the **Borrower** in accordance with the provisions of the preceding paragraph, the **Borrower** shall reimburse **Caterpillar** as soon as it is requested to do so by **Caterpillar**. In the event of default, without prejudice to **Caterpillar's** right to early termination of this **Agreement**, the amount to be repaid shall bear interest determined in accordance with the default interest rate set forth in this **Agreement**, computed from the date of default until the date on which the respective reimbursement is made.

Fifteenth. Obligations. Financial Statements. Throughout the term of this **Agreement**, **Caterpillar** reserves the right to request from the **Borrower** at any time, by telephone, in writing or by any other electronic means, the delivery of: (i) quarterly internal financial statements; (ii) annual financial statements audited by independent Public Accountants; and (iii) any other information and documentation deemed necessary by **Caterpillar**.

The **Borrower** undertakes to provide the above information to **Caterpillar** within 3 (three) calendar days following its request.

Sixteenth. Modifications. **Caterpillar** reserves the right to make modifications to the terms and conditions of this **Agreement**, by giving a notice 30 (thirty) calendar days prior to the date on which the modifications become effective, by sending it through its account statement, or through a certain means, such as sending it to the e-mail address provided by the **Borrower**. In addition, the notice may be given through the following means: by sending it to the **Borrower's** address, or through **Caterpillar's** Internet portal, or through electronic means agreed upon by the **Parties**. In the event that the **Borrower** does not agree with the modifications made known by **Caterpillar**, it may request the early termination of the **Agreement** within 30 (thirty) calendar days after the entry into force of the modifications, free of charge, having to pay **Caterpillar**, if applicable, the debts that have already been generated at the date on which the written request was made to **Caterpillar**. The making of dispositions subsequent to the modification implies express consent to the modifications to the **Agreement**.

The **Parties** agree that if any modification, restructuring or change in their **Agreement** is entered into, it may result in a change in the referenced **Agreement** Number, such change to be notified in writing by a letter issued by **Caterpillar** to the **Borrower**. If any provision of the **Agreement** is invalid as a matter of law, it shall be deemed omitted, without such omission invalidating the other provisions.

Seventeenth. Addresses and Notices. For all purposes derived from this **Agreement**, the **Borrower** indicates as its domicile the address set forth in the Exhibit A or, if applicable, in any other attached document. Any change of address that the **Borrower** may have in the future must be notified in writing to **Caterpillar**, otherwise, the notices given by **Caterpillar** at the last address notified to it shall be fully effective, releasing **Caterpillar** from any liability in connection with the performance of this **Agreement**. **Caterpillar** states its address as Avenida Alfonso Reyes No. 11, Level 6, Col. Vía Cordillera, Santa Catarina, Nuevo León, C.P.



66196 and that its Internet address is <http://catfinancial.com> and e-mail CatCard.servicioalcliente@cat.com.

Eighteenth. Benefit Program. Caterpillar may grant the Borrower access to various benefits. Such benefits shall be made known to the Borrower through communications that Caterpillar may send by any means available to Caterpillar, including sending information together with the account statement sent hereunder or through Caterpillar's website. In addition, Caterpillar may at any time, without liability, cancel and/or modify the terms and conditions of any or all of the benefit programs, but Caterpillar's obligation is limited to making it known to the Borrower. The Borrower shall sign the terms and conditions of such Benefit Program, in the understanding that the use of such benefits by the Borrower shall imply the acceptance by the Borrower of the terms and conditions governing the corresponding benefits program. Only the person designated as Borrower in Exhibit A shall have rights to the benefits associated with/arising from a Benefit Program associated with the Account. In the event of a Co-Borrower, said Co-Borrower understands and agrees to waive all rights and access to any benefits arising from the Account.

Nineteenth. Joint and Several Obligation. The Borrower, the Co-Borrower and Co-Obligor jointly and severally assume the obligation to make any and all payments of principal, interest, commissions and other amounts payable under this Agreement, therefore Caterpillar may require the payment of such amounts indistinctly from each of them as jointly and severally liable obligors. In the event that either of the Borrower, the Co-Borrower and Co-Obligor makes a payment with respect to this Agreement, they agree not to repeat one against the other until Caterpillar has received all due to it under this Agreement.

Twentieth. Law and Courts. This Agreement shall be construed in accordance with the applicable provisions of the General Law of Negotiable Instruments and Credit Transactions, the commercial legislation of the United Mexican States, the commercial uses and the Federal Civil Code and its correlatives of the other Entities of the Mexican Republic, in that order. In the event of any conflict regarding its construction, compliance and execution, the Parties expressly and unconditionally submit to the jurisdiction of the competent courts in the city of Monterrey, Nuevo Leon or to those of Mexico City or to those of the city and state where the Borrower is domiciled, at the choice of the plaintiff, waiving any other jurisdiction that may correspond to them by reason of their present or future domicile.

Twenty-first. Information for the Borrower. For any follow-up of requests, clarifications, non-conformities, and complaints related to the operation or contracted service, will be through the Specialized Unit of Attention to Users and will be submitted in writing duly signed by the Borrower, the narration of the facts, official identification and copy of the documents related to the request, consultation, clarification, claim, non-conformity or corresponding complaint. This information must be submitted by the Borrower on working days and hours, from 9:00 a.m. to 2:00 p.m. In the case of requests and inquiries, the Borrower will have a period of 5 (five) business days from the cut-off date to make

them, Caterpillar will issue a written response to the Borrower within a period of 5 (five) business days from the date of receipt of the request or inquiry.

In the case of clarifications, non-conformities and complaints, the Borrower shall have a term of 90 (ninety) calendar days from the cut-off date to submit them, Caterpillar shall have a maximum term of 45 (forty-five) calendar days to issue the corresponding response to the Borrower, as well as a detailed report in which all the facts contained in the clarification, non-conformity or complaint are answered. The respective response shall be available to the Borrower at the address of the Specialized User Service Unit to which the request, consultation, clarification, disagreement or complaint has been submitted, so that the Borrower shall be obligated to go to such address as of the thirtieth business day following the date on which it has submitted the corresponding document. **Caterpillar:** Unidad Especializada de Atención a Usuarios Avenida Alfonso Reyes No.11, Nivel 6, Col. Vía Cordillera, Santa Catarina, Nuevo León, C.P. 66196. Customer service telephone number (81) 80405454 or toll free 01 800 263 2250. Web page <http://catfinancial.com> and e-mail: servicioalcliente.MX@cat.com.

CONDUSEF's customer service unit is at the disposal of the Borrower Company, Insurgentes Sur No. 762, Col. Del Valle, Mexico City, C.P. 03100. Telephone (55) 53400999. Web page. www.condusef.gob.mx and e-mail asesoria@condusef.gob.mx

Upon execution of this Agreement, Caterpillar shall deliver to the Borrower i) A copy of this Agreement, the corresponding Cover Page and an explanatory brochure ii) Information regarding the Total Annual Cost (CAT) of the loan, with the understanding that the aforementioned Total Annual Cost is provided for information and comparison purposes only. The Annex of Legal Provisions is attached to this agreement and is available for consultation by the Borrower at the Registry of Adhesion Contracts (RECA) of CONDUSEF and at Caterpillar's Specialized Customer Service Unit.

This Agreement has been read and executed in triplicate on [DAY] of [MONTH] of [YEAR].

SIGNATURES

The Borrower

[Name or corporate name of the Borrower]
[Name of attorney-in-fact, if applicable]

The Co-Borrower

[Name or corporate name of the Co-Borrower]



[Name of attorney-in-fact, if applicable]

The Co-Obligor

[Name or corporate name of the Co-Obligor]
[Name of attorney-in-fact, if applicable]

**Caterpillar Crédito, S.A. de C.V. Sociedad Financiera de
Objeto Múltiple, E.N.R.**

[Name of attorney-in-fact]