



Enrique Granados 208, Colinas de San Jerónimo
Monterrey, N.L. 64630
Phone: +5281-2235-3008
+5281-2235-3009

SERVICES CONTRACT FIDES-NNNNNNNN
DATE

PREAMBLE

Whereas, [Name of Bank, and contact coordinates] (hereinafter “BANK”) can undertake business transactions that may be presented and that it may accept to undertake;

Whereas, FIDES GESTION FINANCIERA, S.A. DE C.V., SOFOM ENR (hereinafter “FIDES”) may from time to time present business transactions that BANK might find acceptable;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree to this SERVICES CONTRACT FIDES- NNNNNNNN (hereinafter the “**SERVICES CONTRACT**”) as follows:

The parties hereto hereby agree and covenant that:

CLAUSES

- 1) Sufficient value has been exchanged so that this contract is legally binding and is in full force and effect.
- 2) The parties hereto hereby make the PREAMBLE hereto part of the CLAUSES hereof by this reference thereto.
- 3) FIDES shall open an account within FIDES for use by BANK and shall deposit in said account the full payment of [contracted amount in UNITED STATES DOLLARS] (hereinafter, “VALUE”) as required by this SERVICES CONTRACT.
- 4) The provision of the account and the deposit indicated to BANK, by FIDES, as described herein above, shall constitute full payment to BANK for engaging in this SERVICES CONTRACT.
- 5) This contract shall remain in effect for ten years from its date of issue or until FIDES has received value return from said contract equal to or greater than twice that of VALUE, whichever occurs later.
- 6) While this SERVICES CONTRACT is in effect and until the stipulated termination date, FIDES may present business transactions to BANK. Further, BANK will provide no cost SWIFT services and/or other bank communications, as may be reasonable and necessary, to facilitate ongoing business transactions pursuant to FIDES’ instructions.

FIDES GESTION FINANCIERA

Monterrey, N.L.

www.fides.com.mx

BANK_____ FIDES_____

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- 7) Until the termination of this SERVICES CONTRACT, subject to approval by FIDES, funds deposited as VALUE in the account for BANK held by FIDES may be used or transferred by BANK to engage in any legitimate business; after the termination of this SERVICES CONTRACT funds deposited as VALUE remaining in the account for BANK held by FIDES may be used or transferred without approval by FIDES other than oversight to assure the legitimacy of the use or transfer.
- 8) BANK may reject any business transaction presented by FIDES only:
 - A) If a business transaction is determined by written legal opinion to be illegal or to embody elements that, as per the legal opinion, are illegal.
 - B) If, as per the legal opinion, a business transaction would be contrary to laws, rules, and/or regulations to which BANK is subject, supported in detail in the legal opinion.
 - C) If said business transaction is determined to involve unacceptable risk, as explained and fully supported by a detailed written opinion submitted by a business advisor approved by BANK and FIDES.
- 9) In the event BANK rejects a business transaction presented by FIDES and FIDES disagrees with said rejection it shall be submitted to a jointly selected Ombudsman.
- 10) An Ombudsman decision shall be non-binding; but, if said decision is not acceptable, or the parties hereto cannot agree on an Ombudsman or agree to an alternate resolution to the underlying issue, then the matter will be referred to binding arbitration as per the laws, rules, and regulations of the jurisdiction governing BANK.
- 11) Business transactions presented by FIDES to BANK shall be defined in a written document (hereinafter "TRANSACTION AGREEMENT") that will be made effective by authorized signatures.
- 12) Income (hereinafter "TRANSACTION INCOME") from a business transaction shall be defined within each TRANSACTION AGREEMENT.
- 13) In the event income earned by BANK creates a taxable event:
 - A) Payment for taxes shall be made from TRANSACTION INCOME.
 - B) Payment for taxes shall be deducted from TRANSACTION INCOME with the full remainder hereinafter referred to as "AFTER TAX INCOME".



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- 14) If no taxes are due because of the business transaction, AFTER TAX INCOME shall equal TRANSACTION INCOME.
- 15) If certifiable losses result from BANK engaging in a business transaction presented by FIDES:
 - A) If said transaction was executed by BANK as instructed by FIDES, loss shall be deducted from AFTER TAX INCOME.
 - B) The full remainder shall hereinafter be referred to as “AFTER LOSS INCOME”.
 - C) If no certifiable losses result from BANK engaging in a business transaction presented by FIDES, the AFTER LOSS INCOME shall equal AFTER TAX INCOME.
- 16) Expenses, direct or indirect, experienced by BANK, which the Parties hereto agree are attributable to business transactions submitted to BANK by FIDES, if any:
 - A) Shall be deducted from AFTER LOSS INCOME.
 - B) The remainder shall hereinafter be known as “NET PROFITS”.
- 17) BANK shall retain 25% of NET PROFITS.
- 18) BANK shall use 25% of NET PROFITS to acquire UNIFORM ADVERTISING WEEK SERVICES through www.chips-corner.com to advertise for the benefit of entities selected by the entity that provides the advertising service, as a “Pay It Forward” contribution by the BANK to the business community associated with FIDES.
- 19) The 25% of NET PROFITS used to provide the “Pay It Forward” contribution by BANK, plus the 25% of NET PROFITS retained by BANK, shall constitute the full distribution of NET PROFITS to BANK.
- 20) BANK shall use 25% of NET PROFITS to acquire UNIFORM ADVERTISING WEEK SERVICES through www.chips-corner.com to advertise for the benefit of entities selected by the entity that provides that advertising service, as a “Pay It Forward” contribution by FIDES to the business community associated with FIDES.
- 21) BANK shall deposit 25% of NET PROFITS in accounts established with BANK, pre-approved by FIDES, for the benefit of FIDES.



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- 22) The 25% of NET PROFITS used to provide the “Pay It Forward” contribution by FIDES, plus the 25% of NET PROFITS deposited by BANK in the accounts established with BANK for the benefit of FIDES, shall constitute the full distribution of NET PROFITS to FIDES.
- 23) As regulated by law and/or the Central Bank rules and policies within BANK’s jurisdiction, BANK shall accept FIDES INTERNATIONAL BILLS OF EXCHANGE, as well as other payment instruments or transfers, and provide UNITED STATES DOLLARS deposits in the aforementioned FIDES’ accounts with BANK.
- 24) Any dispute related to the use or distribution of NET PROFITS shall be resolved the same as stipulated herein related to a rejection by BANK of a business transaction submitted by FIDES.
- 25) This SERVICES CONTRACT may be delivered by electronic transmission and signatures thereon shall be deemed as original signatures for all relevant purposes.
- 26) In derogation of applicable provisions of international treaties or domestic laws, all parties that may rely hereon hereby must severally solemnly acknowledge and irrevocably accept (i) that the laws of Nuevo Leon, Mexico, apply exclusively, having absolute precedence over any other law of any other jurisdiction, and (ii) to elect as exclusive jurisdiction and venue, which hold respectively absolute precedence over any other jurisdiction and venue whatsoever, as per the rules and regulations thereof, the courts of Nuevo Leon, Mexico.
- 27) In the event of a dispute regarding any provision herein that cannot be resolved by good faith negotiations between relevant parties hereof, then the subject matter of said dispute will be referred to arbitration for final and binding resolution in accordance with the laws, rules, and regulations of the jurisdiction governing this SERVICES CONTRACT.
- 28) A party availing itself of arbitration, in accordance herewith, shall bear the full costs and expenses related thereto. Costs and expenses incurred during arbitration, including legal fees, will be finally awarded, in addition to any other due and payable compensation, to the prevailing party.
- 29) The decision of arbitrator(s) shall be final and binding on all parties related hereto and shall be presentable in any court of competent jurisdiction for enforcement.



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BANK

AUTHORIZED SIGNATORY
NAME:
TITLE:

AUTHORIZED SIGNATORY
NAME:
TITLE:

FIDES

AUTHORIZED SIGNATORY
NAME: [NAME]
TITLE: PRESIDENT

AUTHORIZED SIGNATORY
NAME: [NAME]
TITLE: