

CLUB ELEKTRA TERMS AND CONDITIONS

Please read these Terms & Conditions (“Terms”) carefully for important information about your rights and obligations in connection with enrolling in Club Elektra (the “Club”) offered by Nueva Elektra del Milenio, S.A. de C.V. (“Elektra”). As used in these Terms, “you” refers to the person or entity that is enrolling in the Club. Before you can enroll in the Club and gain access to the Club website (the “Platform”), you must read and accept these Terms.

Club Elektra is a new program introduced by **Elektra** that provides certain remittance agents like you (“**Members**”) with opportunities to expand their business through opportunities to receive merchandising and premiums as well as chances to earn rewards through Club participation and activities. Members will be eligible to receive additional benefits, including personalized visits from Elektra representatives, to help Members further enhance their business. These benefits consist of custom made merchandising and signage, as well as marketing kits with a variety of promotional materials.

Members will also have the opportunity to win prizes by participating in contests and activities through the Club. Contest details will be provided separately on the Platform for each individual contest. **There is no guarantee that you will win any prizes by enrolling in the Club and any benefits that may be provided depends on your monthly remittance transaction volume for benefits qualification.**

General Program Terms

Only eligible Members are permitted to become Members of the Club. By enrolling in the Club, you certify that you are a validly organized business entity or sole proprietor licensed or authorized to engage in the business activity specified on the Club Elektra Registration Form. Additionally, you further certify that you are either a properly licensed money services business or that you serve as an agent for a properly licensed money services business. You must immediately notify Elektra and stop participating in the Club if you cease to be an eligible Member for any reason.

To formalize your enrollment in the Club, you must submit a completed enrollment form. By enrolling in the Club and agreeing to these Terms, you are confirming that all information provided to Elektra is accurate and complete in all material respects.

You are responsible for remaining knowledgeable about these Terms. The Terms may be updated by Elektra from time to time and you will be notified of any such update. You agree to any updates to the Terms by continuing to participate in the Club. You can access these Terms at any time by visiting **www.ClubElektra.us**. The most current online version of these Terms will supersede all prior versions.

Program communications and offers will be sent to you via email or by telephone; therefore, a valid email address and telephone number is required for you to participate in the Club. If you need to change your email address or any other information on the enrollment form, please do so by contacting Elektra at 1-866-258-2358.

Additional Eligibility Requirements. To be eligible, you must: (1) facilitate 500 or more monthly transactions to Mexico; and (2) be an authorized agent of at least three properly licensed money services businesses that are authorized to complete transfers to Mexico.

Only 100 agents will be eligible to participate in the Club. Elektra reserves the right not to complete your registration in the event we reach the 100-participant threshold before you complete the registration process.

Elektra reserves the right to establish additional eligibility requirements from time to time.

As a Member of the Club, you also agree to comply with all applicable rules and regulations in conducting your business and any activity on the Platform.

Benefits

Depending on the level of remittance transaction volume that you generate, you may be eligible to become classified as a Gold, Silver or Bronze Club Member. The remittance transaction volume required to achieve a certain status level will be determined by Elektra solely in its discretion and communicated to you from time to time. At this time, the monthly transaction volume for each level is as follows:

- Gold – 2,000 or more monthly transactions
- Silver – 1,001-1999 monthly transaction
- Bronze – 500-1,000 monthly transactions

Elektra reserves the right to change the member status levels and requirements without notice and you acknowledge that Elektra does not guarantee any specific benefits for any membership status or as a result of enrollment in the Club generally. To reach the next level of membership, you must maintain the volume of transactions required for such next level for at least six consecutive months.

Rewards

The specific criteria that must be met in order for you to earn a reward will be disclosed at the time the reward is announced. Rewards are subject to availability and there is no guarantee that you will earn a particular reward. If a reward is no longer available and you otherwise meet all of the criteria, you may select a substitute reward of approximately equal value.

Information Elektra Collects

You acknowledge and agree that by enrolling in the Club, Elektra may collect the information that you provide via the Platform or any other means. You further agree to provide Elektra with specific information that you obtain in connection with certain money transmission and remittance activities.

Elektra will collect the following information from you: name, telephone number, date of birth, gender (optional), nationality (optional), address, agency name, business type, money transmitters

with which you are associated, Facebook data (optional), and any other information that you may share with Elektra through your participation in the Club.

With whom does Elektra share my information?

Elektra may share personal information that you provide. Elektra may also share your personal information with its subsidiaries and affiliates as well as service providers who perform services on Elektra's behalf based on Elektra's instructions or any third party which Elektra deems necessary to carry out the services. Elektra does not authorize these service providers to use or disclose the information except as necessary to perform services on our behalf or to comply with legal requirements. In addition, Elektra may share member information with other partners to provide benefits and services.

In addition, we may disclose information about you (1) if we are required to do so by law or legal process (such as a court order or subpoena); (2) in response to requests by government agencies, such as law enforcement authorities; (3) to establish, exercise or defend our legal rights, including to enforce compliance with our internal policies or the Terms of Use; (4) when we believe disclosure is necessary or appropriate to prevent physical or other harm or financial loss; (5) in connection with an investigation of suspected or actual illegal activity; (6) in the event we transfer all or a portion of the Elektra or its resources (including in the event of a reorganization or dissolution); or (7) otherwise with your consent.

If you have questions about Elektra's information collection and sharing practices, please contact Elektra by email at clubekt@elektra.com.mx.

Advertising Practices

You agree to use appropriate advertising practices and that you will not engage in any unfair or deceptive advertising or marketing practices in order to increase remittance transaction volume in order to be eligible for additional benefits as a Club member. Additionally, you understand that Elektra has specific requirements for display of its merchandise materials and you will comply with any such requirements. These advertising requirements may be communicated to you from time to time and include the requirement to prominently display Club materials and to promptly remove any discontinued or damaged materials. If you receive materials for display outside of your business, you agree to follow applicable federal, state and local rules with respect to the placement of any such materials.

You agree not to represent that you are in any way officially associated with Elektra as an employee or contractor, or that Elektra has in any way determined that you provide services that meet any particular level of performance.

Security Measures

The Platform is protected by a variety of security measures, including passwords and user access controls. Elektra may employ a variety of other mechanisms to ensure that data you provide is not lost, misused, or altered inappropriately. These controls include data retention policies and procedures. You are solely responsible for protecting your login credentials and ensuring you use

a secure password, which should consist of a combination of lowercase and uppercase letters as well as numbers and symbols. Elektra does not guarantee the security of any information that you provide through the Club website.

Cancellation; Termination

You may cancel your enrollment in the Club at any time by calling **1-866-258-2358** or emailing clubekt@elektra.com.mx.

Elektra reserves the right to change these Terms, elements or services of the Club, or to suspend or terminate the Club entirely in its sole discretion. If for any reason Elektra determines that you are no longer eligible or that you are not complying with these Terms or Elektra's general standards for Members, your membership can be terminated with or without advance notice to you. Additionally, Elektra reserves the right to terminate your membership for any reason and such termination is effective once Elektra notifies you via email or by phone.

If you are suspected of engaging in fraud, misrepresentation, misuse, abuse or any violation of these Terms or applicable law, Elektra reserves the right to immediately terminate your participation in the Club and restrict your access to the Platform.

If you cease being a member of the Club for any reason, whether voluntarily or involuntarily, you automatically forfeit any accrued rewards or benefits and agree to immediately remove any and all merchandising materials provided by Elektra related to the Club.

Limited Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ELEKTRA, NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SERVICE PROVIDERS, OR AGENTS, WILL BE LIABLE TO YOU OR ANY OTHER PERSON UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE CLUB. To the fullest extent permitted by applicable law, this disclaimer applies to any damages or injury arising from participation in the Club and anything ancillary thereto, including but not limited to (a) termination of, change in, or suspension of the Club, (b) any claim relating to rewards, promotional materials or benefits received through the Club, (c) any loss, damage, expense or inconvenience caused by any occurrence outside of Elektra's control, and (d) any taxes that you incur as a result of participating in the Club. You are individually responsible for determining whether there are any tax implications from any benefit or rewards you receive through participation in the Club.

NO WARRANTIES. ELEKTRA DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE CLUB OR THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

RELEASE. YOU AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS ELEKTRA AND ITS SUBSIDIARIES, AFFILIATES, ADVERTISING/PROMOTION AGENCIES, REWARDS SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIM OF LOSS, HARM, DAMAGE, PERSONAL INJURY, OR DEATH WHICH MAY OCCUR IN CONNECTION WITH THE CLUB OR IN ANY CLUB-RELATED ACTIVITY, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR CAUSE OF ACTION BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, FALSE ENDORSEMENT, OR MERCHANDISE DELIVERY OR NON-DELIVERY.

Disputes

You acknowledge and agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Club, these Terms, or any rewards or benefits shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in New York and you waive any other jurisdictions you might be entitled to by any reason; and (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms, or the rights and obligations of you or Elektra in connection with the Club, shall be governed by, and construed in accordance with, the laws of the New York, without giving effect to any choice of law or conflict of law rules (no matter what jurisdiction), that would cause the application of the laws of any jurisdiction other than as stated. You hereby irrevocably waive any right to trial by jury or to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding.

Entire Agreement; Severability; Conflicts; No Waiver

These Terms contain the entire agreement between you and Elektra regarding the Club and the Platform, and supersede any previous terms and conditions that Elektra may have provided to you. Participation in the Club is not permitted where and to the extent prohibited by law. If any part of these Terms conflict with applicable law, that provision will be deemed severed from these Terms and the remainder of the Terms will remain in effect. Elektra will not lose its rights under these Terms because Elektra delays or does not enforce them. All waivers of any of these Terms by Elektra must be in a writing executed by someone with authority to bind Elektra.