

[CERTIFIED TRANSLATION]

THIS TELECOMMUNICATION SERVICES FRAMEWORK AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BY AND BETWEEN VMNO DE MEXICO, S.A. DE C.V. ("VMNO"), AND THE "CLIENT", WHICH PERSONAL DATA IS DESCRIBED IN EXHIBIT 1 ATTACHED HERETO, ACCORDING TO THE FOLLOWING RECITALS AND CLAUSES:

R E C I T A L S

I. VMNO states by means of its attorney-in-fact that:

a) It is a Mexican corporation legally incorporated under the Mexican laws ("Mexico"), as evidenced in Notarial Instrument No. 1483 dated June 17, 2008, attested by Alejandro Caballero Gastelum, head of Notary's Office No. 150 in and for the State of Mexico, entered in the Public Registry Bureau of Commerce of such location under electronic mercantile folio number 383902 dated July 9, 2008.

b) It has the widest and enough powers to bind its principal under the terms of this Agreement, powers which have not been revoked, limited or modified in any form whatsoever.

c) Its Tax ID is VME0806258FA and its tax domicile is that located at Bosque de Cidros 54 Despacho 204, Bosques de las Lomas, Delegación Cuajimalpa de Morelos, C.P. 05120, Distrito Federal.

d) On November 22, 2012, the Federal Government by means of the Ministry of Transport and Communications (hereinafter "SCT") granted a Permit to install, operate and use a Telecommunication Services Agency and, therefore, it is empowered to provide CLIENT the services subject to this Agreement. It has the equipment, personnel, knowledge and experience necessary to comply with the purpose of this Agreement.

II. CLIENT states by means of its attorney-in-fact or by its own right, as the case may be, the following:

a) If it is a business corporation, it is a Mexican corporation legally incorporated under the Mexican laws, as evidenced in notarial instrument stated in Exhibit 1 hereto.

a.1) If it is an individual, is of legal age and it has enough legal capacity to subject to the terms of this Agreement.

b) It has the widest and enough powers to bind its principal under the terms of this Agreement, powers which as of this date have not been revoked, limited or modified in any form whatsoever.

c) Its Tax ID and its domicile are those stated in Exhibit 1 attached hereto.

d) The telecommunications terminal equipment to be used is duly approved by the SCT and must be connected to a public telecommunication network without causing interference or any damage to such network and it complies with the authorized signaling.

e) It wants to hire from VMNO the services stated in the Service Orders attached hereto, which once signed by the parties shall be an integral part hereto.

Based on the previous Recitals, the parties agree and subject to the following:

C L A U S E S

1. DEFINITIONS.

The Parties agree that for the purposes of this Agreement, the Exhibits and the corresponding Service Orders, as the case may be, the following terms shall have the following meanings:

Delivery Certificate: the document to be signed by the technical department of CLIENT evidencing the delivery of the Services corresponding to the Service Order.

Activation: act whereby VMNO provides CLIENT the Service or Services which may be used thereby as from such moment.

Exhibit: document or documents including the information corresponding to the Services and/or data of CLIENT, additionally specifying the assigned geographical numbers, the number of sets assigned to CLIENT, series numbers of the sets and credit limits assigned to each set, specifications and conditions or additional services previously requested and particularly authorized to each CLIENT. Such exhibits, duly signed, shall be an integral part to this Agreement.

Service Areas: location of the Mexican Republic and/or abroad in which VMNO has the infrastructure necessary to render the services subject to this Telecommunication Services Agreement. Such Service Area must be consulted by Client at any Customer Service Center and website of VMNO (www.vectomobile.com).

Local Service Area/ASL: is that in which the commuted public traffic is routed without dialing an login prefix to the Long-Distance service.

Cover: refers to the reverse of the Agreement, regarding the hiring under the monthly basic rent rate plan schedule and in any event prepayment with the CLIENT'S signature. The Cover is an integral part to the Agreement and shall include specifications related to the general information of CLIENT, hiring characteristics and Additional Services. Covers shall vary depending on the segment to which they are addressed, among others, to individuals, legal entities or individuals with business activity.

Customer Service Center: establishments authorized by VMNO to market the products and/or services offered to the public in general, places providing services to CLIENTS related to the services it provides. Locations of such establishments are mentioned in the information provided by VMNO to CLIENT at the time of hiring the services. In the event any information of the authorized establishment is required by VMNO, it may obtain such information by calling from its equipment to the numbers provided by VMNO for such purposes. It may also consult at any time through the following website: www.vectomobile.com all the information related to the customer services center of VMNO available for any clarification or assistance with respect to the services to be provided hereunder.

Telephone Service Center: VMNO provides to its CLIENTS a Telephone Service Center for failures of service available 24 (twenty-four) hours a day, 365 (three hundred sixty-five) days a year toll-free to attend any consultation, suggestion, controversy, complaint or claim related to the services.

CLIENT: means the individual or legal entity using the telecommunication services and, if applicable, the Additional Services provided by VMNO during the term of this Agreement.

Code of Commercial Practices: The manual defining the commercial processes of the products and/or services provided by VMNO, as well as the CLIENT service procedure in the event of doubts, questions, clarifications, equipment repair, equipment services, terms of the guarantee with respect thereto, among others, and it is used as a guide for CLIENTS and employees of VMNO to provide services. A counterpart of this Code shall be provided to CLIENT to be consulted at the Client Service Center and also available at website www.vectomobile.com.

Institute: The Federal Telecommunication Institute.

Granting: the granting to concession holders of the Ministry from which VMNO hires the Telecommunication Services.

Consideration: the amount to be paid by CLIENT to VMNO and to be specified in the Cover of the Agreement, regarding the rendering of the Telecommunication Services described in the corresponding Service Order.

Agreement: the agreement executed by and between CLIENT and VMNO, authorized by the Institute, named as the Telecommunication Services Agreement, with registry number _____ dated _____ before the Public Registry of Agreements of the Consumer Protection Federal Agency.

Applicable Provisions: conditions included in the Permit granted to VMNO to provide the marketing of Telecommunication Services, the Federal Telecommunications Law, the local service rules and the domestic long-distance rules, the Rulings to trade domestic and international long-distance services, the Federal Consumers' Protection Law, the Mexican Official Standards and other applicable provisions, as well as provisions complementing, modifying or replacing the regulations of telecommunications.

Appointed Domiciles: the domiciles stated by CLIENT in the corresponding cover of the Agreement.

VMNO Equipment: the voice communication equipment, data, video, computer, electronic, electric or optical equipment, its accessories, spare parts and replacements, as well as the computer programs in object code, the wires, ducts, gutters and other VMNO and/or third parties materials from which VMNO shall be responsible under the terms of the Agreement's Cover.

CLIENT'S Equipment: is the telecommunication equipment owned by CLIENT and whereby VMNO shall provide the services to CLIENT.

In any event, CLIENT shall be bound to prove VMNO that it is the lawful owner of the equipment and that it is lawfully authorized to use it or state under oath that such device belongs to it. Such attention centers may be consulted by CLIENT through the website www.vectomobile.com.

Equipment and/or Telephone Devices: it refers to the telephone terminal device to be activated by VMNO, to be compatible with the VMNO network and to comply with the technical requirements and authorization issued by the Institute. With respect to equipment not purchased by VMNO, CLIENT must visit a Customer Service Center to activate the equipment, prior technical assessment by VMNO. In the event that the equipment was purchased in VMNO, this shall be already activated and authorized by the VMNO network and shall have the corresponding warranty.

Invoice: document establishing the concepts and rates of the Telecommunication Services described in the corresponding clause of the Agreement and to be provided by VMNO to CLIENT, including all the tax requirements in force.

Activation Date: the date in which the Services are ready to be used by CLIENT.

Delivery Date: the date established in the corresponding Cover of the Agreement in which the services must be installed and operated.

Date of Invoice: the issuance date of the VMNO Invoice.

Act of God or Force Majeure: the natural or man-made event inevitable or unforeseeable, absolutely preventing a party to comply with its obligation, including, but not limited to, war, earthquakes, floods, riots, stoppages, strikes or changes in the applicable law.

Calling Party Pays or CPP: is that appointed by the CLIENT meaning that the individual calling shall pay the cost, which is the local service rate for switched public traffic. To operate the CPP, it is necessary that the call is originated and ended in the same central or in the same group of centrals of the local service.

Mobile Party Pays or MPP: is that appointed by the CLIENT and means that CLIENT shall pay all the calls it makes and receives, therefore, it represents to pay the local service rate for making and ending the switched public traffic.

Service Order: document signed by the Parties describing the methods and terms and conditions of each Service hired by CLIENT.

Party: shall be named VMNO and/or CLIENT.

Parties: means VMNO and CLIENT.

Invoicing Period: means the period in which CLIENT receives the service and it is invoiced by VMNO, which shall be identified in the Invoice.

Permit: document issued by the Ministry whereby VMNO is authorized to market the Telecommunication Services.

Plans or Contracting Schedule: the method under which, in the opinion of CLIENT, the services of VMNO are hired, that is to say: (a) prepayment, and (b) rate plans of monthly basic rate (post payment).

The prepayment plan consists on hiring the services through advanced purchase of air time through the prepayment telephone cards, ATMs or other systems and means established by VMNO.

Rate plans of monthly basic rent (post payment) consists on the collection of the monthly basic rent, which shall be paid in advance or past due, not later than the deadline date of payment established in the invoice, as well as the minutes and the hired Additional Services, corresponding to the consumption made during the invoice term immediately previous, which amount must be paid not later than the payment deadline.

Plans or Contracting Schedules shall be provided to CLIENT and the public in general at website www.vectomobile.com.



LIC. MIGUEL ANGEL CARDENAS CEDENO
PERITO TRADUCTOR
DEL TRIBUNAL SUPERIOR DE JUSTICIA
DE LOS SERVICIOS DE TELECOMUNICACIONES
TEL.: 9000-3333

Points of Contact: those in which CLIENT may maintain a direct or indirect relation with VMNO to obtain information of products and services.

Direct: Website (7 days 24 hours)

Own points of sales (in working days and schedules)

Indirect: Dealer Network (in working days and schedules)

The Points of Contact may be added and/or modified by VMNO and including cancelled without prior notice; however, such additions or modifications shall be provided to CLIENT at website www.vectomobile.com.

Network: the telecommunication infrastructure operated by the concession holders authorized to install, operate and use the public networks of fixed or mobile telephone, wireless access, mobile radio telephone and data transfer, which are hired by VMNO to provide its services. It includes, in addition to the assets, the related computer programs.

Geographical Region: the regions 1 (one) to 9 (nine) described below in which VMNO hired the mobile telephone and cellular radio telephone services to concession holders authorized to provide the Services, in the Mexican Republic.

Region 1: States of Baja California, Baja California Sur and the Municipality of San Luis Río Colorado, in Sonora.

Region 2: States of Sinaloa and Sonora, excluding the Municipality of San Luis Río Colorado, in Sonora.

Region 3: States of Chihuahua and Durango, and the following Municipalities of Coahuila: Torreón, Francisco I. Madero, Matamoros, San Pedro and Viesca.

Region 4: States of Nuevo León, Tamaulipas and Coahuila, excluding the Municipalities of Torreón, Francisco I. Madero, Matamoros, San Pedro and Viesca in Coahuila.

Region 5: States of Campeche, Chiapas, Quintana Roo, Tabasco and Yucatán.

Region 6: States of Colima, Michoacán, Nayarit and Jalisco, excluding the Municipalities of Jalisco: Huejúcar, Santa María de los Ángeles, Colotlán, Teocaltiche, Huejuquilla El Alto, Mexquitic, Villa Guerrero, Bolaños, Lagos de Moreno, Villa Hidalgo, Ojuelos de Jalisco and Encarnación de Díaz.

Region 7: States of Aguascalientes, San Luis Potosí, Zacatecas, Guanajuato, Querétaro and the following Municipalities of Jalisco: Huejúcar, Santa María de los Ángeles, Colotlán, Teocaltiche, Huejuquilla el Alto, Mexquitic, Villa Guerrero, Bolaños, Lagos de Moreno, Villa Hidalgo, Ojuelos de Jalisco and Encarnación de Díaz.

Region 8: States of Puebla, Tlaxcala, Veracruz, Oaxaca and Guerrero.

Region 9: Mexico City and the States of México, Hidalgo and Morelos.

VMNO is authorized to provide the Telecommunication Services in any part of Mexico, however, such services shall be subject to the coverage and technical availability stated at website of VMNO (www.vectomobile.com).

Services: the telecommunication services described in the corresponding Service Order, as well as any service provided by VMNO to CLIENT.

Additional Services: services additional to the Service provided by VMNO to its CLIENTS during the term of this Agreement which, if hired by the CLIENT, shall be collected according to the rates registered before the Institute. At any time, CLIENT may attend at the Customer Service Center to know the current Additional Services, as they may vary from time to time.

At the Customer Service Center, or by telephone, CLIENT may make requests of Additional Services and/or readjustments to the main services it hires.

In the Customer Service Center, or telephone centers, CLIENT may request in writing cancelation of the Additional Services it hired.

Cancelation by CLIENT of the Additional Services shall not affect the telephone service it hires with VMNO and shall not release it from paying applicable indebtedness to the Additional Services it has received before the cancelation.

Bandwidth Login to Point to Point Data Service: service whereby CLIENT may login from point A to point B through a link with a speed greater than 64 kilobits per second (kbps).

Bandwidth Login to Point to Multipoint Data Service: service whereby CLIENT may login from point A to several points B, through the link with a speed greater than 64 kilobits per second (kbps).

Bandwidth Login to Internet Service: service whereby CLIENT may login to internet with a speed greater than 64 kilobits per second (kbps).

Long-Distance Service: service with switched public route between defined centrals such as long-distance, not part of the same local service central group and requiring to be routed, the dialing of a prefix to login the Long-Distance Service. This service shall be provided to a concession holder authorized by the Institute to provide the Long-Distance Service and the applicable rates shall be those registered by VMNO for such service.

Fixed Local Service: service that according to the corresponding concession titles of concession holders subcontracted by VMNO provides the telephone service through the infrastructure of such concession holders and in which concession holder provides a local geographical number to a specific CLIENT located in a specific domicile, which VMNO shall assign to its corresponding CLIENTS.

Mobile Local Service: service that according to the corresponding concession titles of the concession holders subcontracted by VMNO provides the telephone service through the infrastructure of such concession holders and in which concession holder provides a local geographical number to a specific CLIENT located in Mexico, hired under the CPP Method or MPP method, which VMNO shall assign to its corresponding CLIENTS.

Telephone Value-Added Services (applicable to Mobile Local and Fixed Local Services): call blockage, voicemail, call waiting, conference call, transfer of call and call ID.

Voicemail: IC. MIGUEL ANGEL CARDENAS CEDENO
PERITO TRADUCTOR
DEL TRIBUNAL SUPERIOR DE JUSTICIA
TELECOMMUNICATION SERVICES FRAMEWORK AGREEMENT
TEL.: 9000-3333

The Voicemail allows CLIENTS to have a deposit of voicemails to be activated when CLIENT fails to answer, it is beyond the coverage, its telephone is turned off or if it is occupied.

When receiving a call in the CLIENT'S telephone (destination) and it is deviated to the voicemail for any reason above, the individual making the call shall be connected to the Voicemail and may leave a message to CLIENT.

CLIENT may recover its messages dialing the number *86/*97, connecting it to its voicemail and thereafter the platform shall route it through different options to recover its messages.

Call Waiting:

It is a service allowing CLIENTS of VMNO to speak by the main line and at the same time to receive another call without losing the first one. The advantage of this service is to avoid having the Voicemail or losing the call.

Conference Call:

This service provides the VMNO CLIENT to have a conversation with two individuals.

Call Transfer:

A service allowing to route the incoming calls in the fixed line to another line, both fixed and mobile line, and in order not to lose the call and to be available.

This service is offered on a free basis and only the time air is collected in the event the call is diverted. In the event of a diversion of call outside the ASL, a charge for Long-Distance shall be collected.

Caller ID:

This service allows the CLIENT to know the telephone number calling to it.

SMS Service: it is continuously and efficiently provided to CLIENTS the capacity to send and/or receive short text messages to and from other CLIENTS without the need of making telephone calls.

MMS Service: service continuously and efficiently providing to CLIENTS the capacity to send and/or receive multimedia image messages to and from other CLIENTS without the need of making telephone calls.

Mobile Bandwidth Service capacity of transferring data through the mobile phone used for sundry applications, such as internet access, MMS, push to talk calls, WAP navigation, etc.

Rates: rates to be paid by CLIENT for the Services, prior application, must be subject to be registered in the Institute.

2. PURPOSE

2.1 CLIENT hires with VMNO the Services stated in the Service Order attached to this Agreement, with the method, description and technical characteristics established in the Service Order subject matter. Likewise, prior written request by CLIENT, the Services may be complemented and/or added with the Additional Services requested by CLIENT to VMNO.

2.2 The Services shall be generally ruled by the clauses of this Agreement and particularly with the terms and conditions set forth in the Service Orders, which are an integral part hereto, provided that such Services are amended from time to time by the Parties, prior written agreement by the Parties.

2.3 VMNO is authorized to render the Telecommunication Services in any part of Mexico, however, the hiring of the service is subject to the coverage and technical availability stated in the website of VMNO (www.vectomobile.com).

2.4 Rendering of any Service under the rate plan of monthly basic rent system (post payment) requested by CLIENT shall be subject to credit assessment and prior approval by VMNO or by any individual appointed thereby.

2.5 Credit limit shall be informed to CLIENT by VMNO at the time of hiring the Services. Credit limit may be modified by any party on any date, which must be reported to the CLIENT 24 (twenty-four) hours before making such change.

2.6 In the event that CLIENT wants to resell or market the services rendered by VMNO, it must request it in writing at least 30 (thirty) days in advance to the date it wants to start such marketing, in which event VMNO must answer such request within 15 (fifteen) days following the date in which such notification is received.

2.7 Delivery of all the services is subject to a feasibility research. In the event that the result of such feasibility research is negative and it is not feasible to deliver the services hired under the terms set forth in the Cover of this Agreement (sic).

3. CONSIDERATION

3.1 Consideration shall be subject to amendments according to the provisions and/or their applicable legal resolutions. Likewise, the rates, discounts, terms and conditions registered by VMNO and in force before the Federal Institute of Telecommunications ("IFETEL") shall be subject to modifications according to the volume of services of the CLIENT through the Telecommunication Network of VMNO. VMNO must notify the CLIENT 15 (fifteen) natural days in advance to the date in which such new conditions or rates shall apply, once they are in force, CLIENT shall have a term of 15 (fifteen) natural days following the effective date to cancel the Agreement and/or the Services, in the event the CLIENT disagrees therewith. If CLIENT fails to state its disagreement in writing within such term and continues receiving the Services, such amendments shall be considered as accepted.

Prices and promotions registered before IFETEL shall be published at website of VMNO (www.vectomobile.com). Likewise, it shall have in the offices and/or customer service centers of VMNO a printed counterpart of the prices and promotions, which shall be opened to be consulted by the public in general.

3.2 CLIENT recognizes that VMNO must show the adjustment or discount in the Consideration as from the effective date for the month subject matter in the Invoice submitted to CLIENT. VMNO may compensate any adjustment or discount against the indebtedness by CLIENT in order to determine the payable balance.

3.3 The general data of CLIENT under which VMNO shall issue the corresponding Invoice, according to the applicable tax provisions, shall be included in Exhibit 1 attached hereto, which signed by the parties shall be an integral part hereto.

3.4 VMNO must notify the total price of the services to CLIENT in Mexican currency, as well as the price of any other Additional Services in which it may be incurred, with the description, characteristics and contents of such packages or service plans, which must coincide with the rates registered before the Federal

Telecommunication Institute and to be published at website of VMNO (www.vectomobile.com).

4. PAYMENT METHOD AND PLACE

4.1 CLIENT agrees to pay VMNO the total amount stated in the Cover of the Agreement corresponding to the Services described in the applicable Service Order, within 10 (ten) natural days following the date the corresponding invoice is received (the "Consideration"). In turn, VMNO agrees to notify the CLIENT the invoice at least 10 (ten) natural days prior to the date it expires. The Consideration shall not include taxes, therefore, the taxes applied by the tax laws in force shall be applied in the corresponding invoice.

4.2 VMNO shall send the monthly Invoice to the domicile and/or the e-mail stated by CLIENT in Exhibit 1 attached hereto. In the event the CLIENT fails to receive the Invoice corresponding to the month subject matter, it must inform such event in writing and by e-mail to VMNO during the 5 (five) working days following the cut date, in order for VMNO to send a copy of such invoice on an individual basis. Likewise, the CLIENT may call the Customer Service Center of VMNO in order to be informed of the payable balance, the procedure and the bank to make the payment. If applicable, VMNO may send by e-mail to CLIENT the Invoices corresponding to the month subject matter, according to that set forth in the applicable tax law. The provided services must be specified in the Invoices, as well as the cost of the leased and sold sets respectively to CLIENT. In the event VMNO fails to sell CLIENT the terminal equipment whereby it renders the Services, it shall be invoiced at the time of the corresponding payment. Likewise, in the event installation charges apply, such charges shall be specified in the Invoice issued for the rendering of the Services.

4.3 Any controversy detected by the CLIENT on the charges stated in the Invoice must be reported to the Customer Service Center of VMNO. In the event such disagreement is not resolved and if it wants to challenge it, it must make it in writing not later than 10 (ten) natural days following the date the Invoice is received. All charges stated in the Invoice shall be considered as recognized if CLIENT fails to state its disagreement in writing to VMNO within such term of 10 (ten) natural days.

4.4 In the event of objecting any charge in the invoice subject matter under this Agreement, the total invoiced amount must be paid by CLIENT. VMNO must resolve CLIENT'S objection within 10 (ten) days from the date the notification in writing of such objection is received. Any objection shall give rise to a credit note in favor of CLIENT.

4.5 The payment of the corresponding Invoice may be made by: i) check issued in favor of VMNO de México, S.A. de C.V., and delivered at its domicile; ii) deposit in any bank mentioned at the back of the Invoice for the purposes stated by VMNO; iii) payment in any Customer Service Center of VMNO; iv) wire transfer to the account stated by VMNO to CLIENT; and v) automatic charge to credit card stated by CLIENT to VMNO that for such purpose shall correspond to the bank _____ and card number _____ or through any other payment means. CLIENT must notify the corresponding payment to the Customer Service Center of VMNO in order to be credited.

4.6 CLIENT accepts that the invoice monthly term for the services shall start as from the effective date of the rendering of the Services offered by VMNO under the terms of this Agreement.

4.7 All payments stated in this Agreement, in the Cover, its Exhibits or Service Orders shall be made in the legal currency of the United Mexican States, and those stated in foreign currency shall be paid by delivering the equivalent amount in Mexican currency at the

exchange rate determined by Banco de México in the Official Gazette of the Federation the previous working day it is paid.

4.8 CLIENT agrees that VMNO may apply the payment for one or more Services subject to this Agreement to any indebtedness due to the rendering of the Services. In the event VMNO fails to show in any Invoice the indebtedness referred to in this Clause, it may reflect them in any other Invoice in order for CLIENT to pay the outstanding amount. Such failure shall not be an express waiver of VMNO of its collection and shall not be construed as a right of CLIENT not to pay all the indebtedness.

4.9 In the event CLIENT incurs in a default in the corresponding invoice and derived from failure to claim it in due time, VMNO may demand the guarantee granted by CLIENT for such purpose to pay the corresponding indebtedness. If due to reasons not attributable to VMNO such guarantee is not executed, CLIENT must immediately pay the indebtedness of the default; otherwise, VMNO shall be entitled to totally or partially suspend the Services subject to this Agreement. In the event of temporary or definitive suspension of the Services due to lack of payment or derived from any noncompliance with this Agreement by CLIENT and in order to reassume the Services, CLIENT must pay any outstanding amount as well as to pay the reinstallation payments applicable according to the terms, conditions, prices and/or applicable rates.

4.10 According to the foregoing and according to the credit profile of CLIENT and its property conditions, VMNO shall request CLIENT a guarantee equivalent of at least twice the consumption of estimated monthly services, to guarantee the payment of future Considerations. Likewise, in the event the guarantee abovementioned is executed and without CLIENT paying the total amount, VMNO may request the extension of the corresponding guarantee.

4.11 Any outstanding amount or guaranteed by the CLIENT after the maturity shall accrue default interest in favor of VMNO at Interbank Equilibrium Interest Rate in force published in the Official Gazette of the Federation the previous working day to the date the payment is made or the rate replacing it multiplied by 2 (two). If the indebtedness is in US dollars or Euros derived from the rendering of international services, such as International Roaming, the applicable interest rate in the event of default shall be that published by Banco de México one working day prior to the date in which such payment should have been made for loans at 30 days plus 4 (four) points.

The abovementioned interest rates shall be calculated on a year of 360 working days.

5. TERMINATION PROVISIONS

5.1 When the services are formally hired, the Parties may not amend the terms and conditions, except in the assumptions stated in this Agreement, in which event CLIENT may terminate it without any liability.

5.2 In the event CLIENT wants to terminate any Additional Service or complementary to that originally hired, it may terminate it by notifying VMNO at least 5 (five) working days in advance to the effective cancellation date, without releasing it from the payment obligation of the Service already received and effectively provided by VMNO.

6. USE OF SERVICES

6.1 CLIENT shall be responsible for the use of the Equipment and Service, regardless of the individual making use thereof. The

foregoing according to that agreed in the following paragraph, CLIENT shall be bound to pay for the Service, including if a third party not authorized by such CLIENT makes use of the Set and/or the Services.

6.2 In the event of theft, loss or damage to the Set, CLIENT shall be bound to immediately notify VMNO by telephone or, if necessary, in writing. VMNO must assign a reference number to the CLIENT to suspend the service. Replacement of equipment in these events shall be processed by the CLIENT directly in a Customer Service Center or in the customer telephone number. It must pay at the Customer Service Center the fixed cost for replacing a new Set or the payment of the deductible amount of the applicable insurance, provided that the insurance of the set shall be hired by VMNO or by third parties it has executed an agreement, and the price thereof shall be included in the monthly rent of the sets, except otherwise agreed. VMNO agrees to deliver the policy or the guarantee number of such insurance at the time it is sent by the insurer. VMNO agrees to maintain in force this insurance during the time CLIENT uses in the events stated in such fraction. In the event of theft of terminal sets, VMNO shall be liable to the corresponding Sets.

6.3 CLIENT must inform VMNO any change of data it has provided and included in the Cover of the Service Order and/or Exhibit 1.

7. CLIENT'S OBLIGATIONS

7.1 Inform VMNO any change of information it has already provided and included in the Cover and Exhibit 1 hereto.

7.2 Use the Services for the purposes permitted by the Law. CLIENT shall be responsible for making good use of the Service, therefore, it must hold VMNO harmless from any claim, complaint or damage derived from the unauthorized use or unauthorized access to the network used by VMNO to provide the services.

8. VMNO's OBLIGATIONS

8.1 VMNO shall render the Services under the terms set forth in the applicable law, its Permit, the Agreement, the procedures stated in the Code of Commercial Practices and the rates registered before the Institute.

8.2 In the event of purchases made under a public bid, call to at least three individuals or direct awarding by the federal, local or municipal public administration bodies, to provide the Services authorized by VMNO, in which such bodies establish and define, by a call and the corresponding bases or in any other document, the characteristics and conditions under which such service stated in the Agreement must be provided, VMNO shall be subject to such rules according to the purchase applied in each event and all and any of the terms set forth by such instrumentalities. In addition, VMNO shall be bound, unilaterally, to the obligations of the Agreement without the need of executing and adding the instrument obliging VMNO to any instrumentality or federal, local or municipal entity.

8.3 The foregoing must be notified to the federal, local or municipal public administration bodies in writing, once the irrevocable awarding of services is notified to VMNO.

8.4 VMNO may not release any third party the information provided by CLIENT considered as confidential information, without the prior and written consent thereof, except the information is requested by a competent authority under the terms set forth in the applicable law, or by the credit bureau or any other company hired by VMNO to make the corresponding credit analysis.

9. RESCISSION CAUSES

9.1 VMNO may rescind the rendering of Services without any liability in the following events:

- a) If the CLIENT'S Sets fail to comply with the technical and authorization requirements requested by the Institute and/or VMNO.
- b) Due to theft or loss of the Sets.
- c) If CLIENT fails to pay the monthly rent not later than the deadline date.
- d) Due to cancelation, suspension or any other reason preventing to make the charge with a credit card of CLIENT, when CLIENT has decided to make the payments automatically.
- e) If CLIENT exceeds in the credit limit.
- f) Due to legal order or competent authority.
- g) Due to fraudulent use or illegal use of the Services.
- h) Due to undue use of the Sets of VMNO.
- i) Due to reselling of the Services without prior and express authorization of VMNO.
- j) In any event derived from that agreed in this Agreement, the Exhibit and/or the corresponding Cover or the law subject matter.

9.2 Suspension of the Service for any reason stated above shall not authorize or release liability to CLIENT from complying with its payment obligation, that is to say, that within the term from the suspension and, if applicable, the reassuming of the Service, the charges shall be continuing charged due to rents or other services hired by CLIENT and that it must be paid.

10. RESCISSION CAUSES OF THE SERVICE ORDERS ATTRIBUTABLE TO CLIENT

10.1 Any Service Order may be rescinded by VMNO without need of any court order or legal resolution in the following events:

- a) If CLIENT fails to comply with the obligations it assumes under the terms of the corresponding Service Order, as well as any other term or condition set forth in the applicable Exhibit and/or the corresponding Cover.
- b) For providing false information in the Cover of this Service Order and/or Exhibit 1.
- c) If CLIENT assigns the rights and/or obligations derived from the Service Order and/or the corresponding Cover without prior and written authorization of VMNO.
- d) If CLIENT fails to make the payment of the amounts owed to VMNO within 30 (thirty) natural days following the date of suspension of services, under the terms of that set forth in the Service Order.
- e) Due to bankruptcy, suspension of payment or insolvency of CLIENT.
- f) If it is proved that CLIENT uses the Sets or the Service as an instrument to commit unlawful acts or make undue use of the Sets.

10.2 In the event VMNO rescinds the Agreement, it shall not release CLIENT from its obligations pending to be complied derived from such Agreement.

11. RESCISSION CAUSES OF THE SERVICE ORDERS ATTRIBUTABLE TO VMNO.

11.1 Service Orders may be rescinded by CLIENT without need of court order or resolution in the following events:

- a) If CLIENT fails to receive an answer by VMNO on the claims and/or complaints submitted at the Customer Service



Centers of VMNO within a term of 30 (thirty) working days following it is filed.

- b) If it is proved that VMNO fails to comply, after 30 (thirty) days, with any Additional Services and/or reassuming of the Service, provided such request is duly made by the CLIENT and submitted in writing at a Customer Service Center.
- c) If VMNO fails to make the applicable credit with respect to rendering of services referred to in Clause Fifteen of the Agreement.
- d) CLIENT may terminate the service without any liability due to the amendment of the terms and conditions set forth in Item 5.1, according to the obligation of Item 5.2.
- e) CLIENT may terminate the service due to lack of quality in the rendering of the services and it shall be only responsible for the amount of the indebtedness due to the services already rendered.

12. TERMINATION AND RESCISSION

12.1 In the event CLIENT fails to comply with its payment obligation for a term exceeding 30 (thirty) natural days, VMNO may terminate this Agreement by a written notice to CLIENT 15 (fifteen) natural days in advance without need of prior court order.

12.2 Except for the payment obligation by CLIENT and/or the failures in the service quality by VMNO, in the event of noncompliance with any obligation assigned in this Agreement, the affected party shall notify the noncomplying party the noncompliance reason in order for that party to correct it. Once the term of 30 (thirty) natural days is elapsed following the notification date, if such noncompliance continues, the affected party shall be entitled to rescind this Agreement without need of prior court order.

12.3 CLIENT agrees that VMNO may terminate this Agreement and/or any Service Order, without need of prior court order and without any liability for both Parties, in the event of any amendment, prohibition or limitation in the applicable laws and that, accordingly, prevent to render the Services by VMNO. Likewise, VMNO shall be empowered to terminate this Agreement without need of prior court order and without need in the event that IFETEL or any other competent authority issues, during the term of this Agreement, any agreement and/or resolution whereby the rendering of Services by VMNO is prohibited.

12.4 Either Party shall be empowered to terminate this Agreement in the event the other Party is declared in bankruptcy, payment suspension or insolvency. The foregoing shall not release liability of the parties to comply with the obligations derived from this Agreement until the bankruptcy, payment suspension or insolvency of the Party is declared, as the case may be.

12.5 Under that set forth in this Clause, all the obligations of the Parties caused until the effective date of termination shall expire and shall be demanded for such purpose, and VMNO shall notify CLIENT in writing the amount to be paid as Consideration for the Services effectively provided until the termination or rescission date. The amount of consideration for the rendering of Services and outstanding by CLIENT on the expiration date shall accrue interest mentioned in Clause 4 above.

12.6 VMNO reserves the right to remove the equipment sold in installments to CLIENT and which total price has not been paid on the effective date of termination, provided that such sale is made on ownership reservation, in such event shall give the CLIENT the option to pay the equipment in order to remain it, otherwise, it shall be removed by VMNO. Likewise, the sets granted under lease and/or under a free-loan basis to CLIENT shall be removed, as well as the third party sets with which it has executed an agreement and that as of the termination or rescission date are installed at the CLIENT'S

facilities, and the CLIENT agrees to grant VMNO all the access to make such removal.

13. SERVICES INTERRUPTION

13.1 In the event that the Services are not provided, or if interrupted due to a reason attributable to VMNO and/or due to an act of God or force majeure, VMNO shall credit the CLIENT the interrupted service time and the additional 20% (twenty percent) of the proportional part of the consideration of the monthly service it ceased to provide during the invoicing month subject matter.

13.2 VMNO shall be responsible for the suspension, interruption or detriment of the Services, including transmission failures for reasons attributable thereto.

13.3 VMNO, prior notification in writing or by e-mail to CLIENT, shall be entitled to interrupt the rendering of the Services subject to this Agreement during the time stated in such notification to perform the inspection and/or maintenance of the set connected to the Telecommunication Network of VMNO. If set is provided by a third party with which VMNO has executed an agreement, such maintenance shall be made by the personnel authorized by the third party.

13.4 In the event VMNO fails to render the telecommunication service under the terms agreed, offered or advertised, as well as the quality standards hired or established according to the legal provisions in force, CLIENT shall be entitled to terminate the Agreement and/or Service Orders without any liability.

14. LIMITATION OF LIABILITY

14.1 VMNO shall not be responsible for the bad use, negligence, fraudulent use or use against the laws made by the CLIENT of the Services and/or telecommunication equipment through its officers or employees or any third party that may have direct or indirect access thereto. Likewise, VMNO shall not be responsible for calls and/or sending or receiving information or signals unrecognized by CLIENT derived from such circumstances. CLIENT may adopt the necessary measures to prevent such acts and shall be responsible to hold VMNO harmless from any claim that may be filed against it.

14.2 VMNO may implement the devices it considers appropriate to detect and prevent the data transfer and/or the fraudulent or unauthorized calls, as the case may be. Therefore, in the event VMNO discovers or reasonably considers that the data transfer or fraudulent calls or unauthorized calls are made from the facilities and/or the CLIENT'S network, it shall take the necessary measures to prevent such data transfer and/or fraudulent or unauthorized calls, including, without limitation, the suspension or termination of the service.

14.3 Both Parties agree that data transfer and/or calls shall be paid by CLIENT although they are, including, but not limited to: (i) fraudulent; (ii) made by a third party; and (iii) irregular or unauthorized by CLIENT. In such events, CLIENT agrees to hold VMNO harmless from any damage, claim or action derived from the data transfer and/or fraudulent or unauthorized calls.

14.3 CLIENT agrees not to connect any equipment, set, accessory and/or device related to the rendering of the Services subject to this Agreement, without the written consent of VMNO, and shall be bound to previously authorize before the SCT or before the instrumentality appointed thereby the equipment, sets, accessory and/or devices to be installed. Otherwise, CLIENT must pay VMNO the damages and losses it causes in addition to

be an automatic cause to rescind this Agreement without any liability for VMNO and without need of prior court order.

14.4 VMNO shall not be responsible for the contents of the information transferred by CLIENT or lost through the public Telecommunication Networks used by VMNO.

14.5 In the event the Telecommunication Services rendered by VMNO, both Parties recognize the power of the IFETEL of requiring any information to such respect and to verify, by itself or by means of any auditor, the type of traffic routed through the circuits, the use and operation of the Services at the CLIENT'S facilities.

14.6 VMNO shall be responsible only for the Services it provides of the links, equipment and transmission networks directly hired with telecommunication public network concession holders. CLIENT may use the hired Services, whether through terminal sets, whether owned, sold in installments or granted under lease or under a free-loan basis by VMNO, except in the first assumption that CLIENT accepts its liability for the good use and preservation of the set and its accessories installed and granted for the due rendering of the Services, owned by VMNO or a third party with which VMNO has executed an agreement. In the event that due to negligence or bad use of CLIENT such sets, installations and/or devices are damaged, affected or lost, it agrees to pay VMNO the damages or losses it causes due to the foregoing.

14.7 In the event that VMNO sells the terminal equipment to CLIENT, it agrees to invoice such set as well as to deliver the warranty of the terminal sets in writing and in Spanish, stating the term thereof, its coverage, (the parts of the sets thereof), as well as the conditions and exceptions in its compliance, the place and data of the contact (telephone and website) and the schedules to make valid the warranty.

14.8 In the event that VMNO holds sets of the CLIENT to comply with the warranty, it shall be responsible for any damage or loss, whether partial or total of the sets attributable to VMNO.

14.9 If CLIENT disagrees with that set forth in this clause or the laws applicable to the subject matter, it shall hold VMNO harmless from any liability, claim or complaint stated against it by any authority or third party or to return any amount it has disbursed. The foregoing without detriment to the right of VMNO to exercise the applicable legal actions and to automatically rescind this Agreement, without the need of prior court order and without any liability to VMNO.

15. LABOR LIABILITY

15.1 Due to the commercial nature of this Agreement, it shall not create any labor relation between the personnel of VMNO and CLIENT and vice versa. Either Party shall be responsible for the obligations established by law as employer with relation to the personnel it hires. Likewise, the Parties agree to hold the other Party harmless from any claim it may face and to immediately reimburse any legal expense or any other expense derived from such concept.

16. REPORTS AT THE CUSTOMER SERVICE CENTER

16.1 CLIENT may report VMNO any condition derived from providing the Services subject to this Agreement to: i) the free telephone number and/or the e-mail of the Customer Service Center of VMNO, which are indicated at website thereof (www.vectomobile.com) and in the Code of Commercial Practices registered before IFETEL; and ii) at the VMNO offices. The Customer Service Center of VMNO to attend failures of the service shall be available to CLIENT 24 (twenty-four) hours a day, 365 (three hundred sixty-five) days a year, and the number is **01800 400 5767**. This number shall be included in the monthly statement of account and/or invoice sent to CLIENT. Once

the failure and/or interruption in the Service are reported by CLIENT, VMNO shall assign a report number per each event and shall follow and solve the failure which was reported. In the event the failure reported by CLIENT is not solved, CLIENT may go to the IFETEL and/or the Federal Consumers Attorney's Office ("PROFECO") at the official domicile of such institute on the date the complaint is filed.

16.2 CLIENT may call or send an e-mail to the Customer Service Center of VMNO to request suspension and/or blockage of the service, without detriment to a payment obligation of the conservation agreed with VMNO. Suspension and/or blockage may not exceed a term of 7 (seven) days.

16.3 In the event of doubts, clarifications or claims, CLIENT may call the customer service number and in the event of failures the customer service shall be from 9:00 hours to 6:00 hours from Monday to Friday at telephone number **27896224**.

17. SUPERVISION OF THE SERVICE PROVIDED BY VMNO

17.1 CLIENT expressly authorizes VMNO during the term of this Agreement to supervise the use and/or purpose of the CLIENT to the service rendered by VMNO hereunder, therefore, in the event it detects any irregularity against the telecommunications law, VMNO may automatically rescind this Agreement without need of prior court order and without liability to VMNO.

17.2 In the event of rescission of the Agreement in the assumption stated in paragraphs 11.1 and 12 above, CLIENT agrees to replace VMNO the infrastructure, sets and/or any other goods granted under a free-loan basis, under lease and/or sold in installments to render the Services.

18. INDUSTRIAL PROPERTY AND CONFIDENTIALITY

18.1 CLIENT recognizes that VMNO is exclusively entitled to use the trademarks, trade names, advertising and logos it owns, as well as those licensed, which may not be used by CLIENT.

18.2 The parties agree to maintain as confidential information all the data and information provided as such by the other party to render the Services subject to this Agreement (hereinafter the "Confidential Information").

18.3 The confidentiality obligation assumed by the Parties hereunder shall be in force during the term of this Agreement and for a term of 5 (five) years as from its termination.

18.4 According to Item 5.2.21 of NOM-184-SCFI-2012, Commercial practices – Standard elements to trade and/or render telecommunication services when using a public telecommunication network, CLIENT authorizes by an autograph signature in this clause in which VMNO may share its confidential information with a third party or may send it offers or promotional packages only related to the services hired in this Agreement:

I authorize
CLIENT's signature

18.5 If due to the nature of the services a Party is considered in charge according to Article 3, Fraction IX, of the Federal Law of Protection of Personal Information Held by Private Parties, the



Parties agree to comply with the obligations derived from such Law, as well as those derived from Articles 36 and 37 of such rules.

18.6 VMNO guarantees that the data information of CLIENT shall be confidential and it shall not share it with third parties and shall not be used to send offers of products and/or services, except otherwise agreed in writing by the CLIENT.

19. CREDIT RESEARCH

19.1 CLIENT states that the information provided related to the solvency and payment is true, and based on such information VMNO has made the decision to provide the services subject to this Agreement. In the event VMNO detects at any time that such information is false, it may automatically rescind this Agreement without any liability to VMNO and without need of court order.

19.2 CLIENT authorizes VMNO to make the research of data validation, credit background and periodical monitoring as it deems convenient; likewise, it states that the data provided are correct and that it knows the nature and scope of the investigations hereby it authorizes. This authorization shall be in force for the time of the Services provided by VMNO to CLIENT. VMNO reserves the right to maintain in its possession the document provided by CLIENT and to render the services under the investigation basis made under the previous terms.

Below the CLIENT by its signature authorizes VMNO to review the credit background:

CLIENT signature

20. NOTIFICATIONS

20.1 The Parties agree that all the notices, notifications and information to be sent according to this Agreement must be sent to the domiciles stated in Exhibit 1 hereto for such purpose, which must be made for such purpose in writing, by a certified mail or private courier service with acknowledgment of receipt, or under any other method which is confirmed in writing by the addressee. In the event of change of domicile and/or modification to the corporate name of the Parties, the Parties agree to make the corresponding notification in writing to the other party 15 (fifteen) days in advance to such change, without detriment to its liability to collect the documentation sent before the date the notification is received.

21. TERMS OF THE AGREEMENT

21.1 The CLIENT may not assign the rights and obligations derived from this Agreement, except by prior written authorization in writing by VMNO. For such purpose, CLIENT must notify VMNO in writing at least 30 (thirty) days in advance to the date it pretends to make the assignment, in which event VMNO may resolve such request within 15 (fifteen) days following the date such notification is received.

21.2 VMNO may only assign the invoicing and/or collection to any subsidiary and/or affiliated company as well as any third party, by written notification to CLIENT 30 (thirty) natural days in advance to such assignment.

22. RESOLUTION OF CONTROVERSIES

22.1 The Parties agree that in the event of any controversy due to the interpretation, compliance and execution of this Agreement, the Parties may attend to resolve them before the Federal Consumers Attorney's Office.

22.2 In the event such controversies are not resolved in the Federal Consumers Attorney's Office, the Parties may attend to the Common Forum Courts of Mexico City, Federal District, expressly waiving to any other jurisdiction that may correspond to them due to their present or future domiciles.



23. ENTIRE AGREEMENT

23.1 The Parties agree that this Agreement is the entire agreement and supersedes any other communication or prior agreement related to the purpose of this Agreement.

This Agreement was registered before the Federal Consumers Attorney's Office under folio number _____, dated _____.

In witness whereof, the Parties execute this Agreement in two counterparts in Mexico City, Federal District, on _____, 20__.

"CLIENT"

By:
By its own right/Legal Representative
"VMNO"

By:
Legal Representative



**COVER
CLIENT'S PERSONAL DATA**

The CLIENT states under oath that it was informed of the contents and scope of the Agreement, Exhibits and Service Orders, which signed are an integral part hereto and the following is its information:

GENERAL INFORMATION

Name or Corporate Name: _____
Name of attorney-in-fact: _____
Tax ID: _____

DATA OF INCORPORATION OF COMPANY

Notarial Instrument No.: _____ Date of Notarial Instrument: _____
Name of Notary Public: _____ Number and Federal State: _____
Commerce Registry: _____ Registration Folio No.: _____
Registration Date: _____

DATA OF THE POWER OF ATTORNEY

Notarial Instrument No.: _____ Date of Notarial Instrument: _____
Name of Notary Public: _____ Number and Federal State: _____
Commerce Registry: _____ Registration Folio No.: _____
Registration Date: _____

INFORMATION OF CONTACT

CONVENTIONAL DOMICILE

Street: _____
Exterior No.: _____ Interior No.: _____ Country: _____
City: _____ Zip Code: _____ State: _____
Office Tel. No.: _____ Mobile Tel. No.: _____ Fax No.: _____
E-mail: _____

INFORMATION OF INVOICE

TAX DOMICILE

Street: _____
Exterior No.: _____ Interior No.: _____ Country: _____
City: _____ Zip Code: _____ State: _____
Office Tel. No.: _____ Mobile Tel. No.: _____ Fax No.: _____
E-mail: _____

PAYMENT INFORMATION

Bank account No.: _____ Bank institution: _____
Name _____

I authorize VMNO to make the charges stated in the Agreement and specified in the Cover thereof.

In the even the terminal equipment is subject to warranty, VMNO shall suspend the collection of the telecommunication services hired for the period the review and repair of such equipment lasts, except that at the time of making effective the warranty a replacement



terminal equipment is provided to CLIENT. Suspension in the collection of the service shall not be made when PROVIDER evidences that consumer is making use of the telecommunication service.

In witness whereof, the Parties execute in two counterparts this Exhibit 1 to the Telecommunication Services Framework Agreement executed between such Parties in Mexico City, Federal District, on _____, 20__.

"CLIENT"

"VMNO"

By:
By its own right/Legal Representative

By:
Legal Representative



LIC. MIGUEL ANGEL CARDENAS CEDENO
INTERPRETE TRADUCTOR
DEL TRIBUNAL SUPERIOR DE JUSTICIA
DEL DISTRITO FEDERAL
TEL.: 9000-3333

EXHIBIT "A"

LIST OF ASSETS

VMNO equipment to provide the Services shall be delivered to CLIENT under:

<input type="checkbox"/> FREE LOAN (Mark with an "X" to apply this section)	<input type="checkbox"/> SALE IN INSTALLMENTS (Mark with an "X" to apply this section)	<input type="checkbox"/> LEASE (Mark with an "X" to apply this section)
---	--	---

Amount/Unit	Type	Make	Model	Series No.	Mac Address	Warranty	Description	Remarks

The abovementioned sets shall be provided with corrective and preventive maintenance on a free basis by VMNO; such maintenance includes: i) labor; ii) repairs; iii) spare parts and other accessories for the appropriate operation thereof. Such sets shall have a warranty during the term of the Agreement.

The foregoing shall not apply in the event the sets are damaged, affected or modified by the CLIENT and/or thirty parties unauthorized by VMNO. In the event that the terminal equipment does not have a warranty, VMNO shall inform CLIENT such event in writing.

The insurance agreement corresponding to the Sets granted under a Free Loan and Lease shall be paid by VMNO. In the event of Sets granted to be Sold in Installments, the insurance shall be paid by CLIENT and shall be included in the price indicated in the invoice sent by VMNO to CLIENT.

In the event the fixed or mobile telephone sets are purchased in installments by CLIENT, such sets shall be blocked by VMNO in order to be used in its network; once the total cost of the set and/or set subject matter has been paid, VMNO shall unblock the sets in order for CLIENT to use them in other networks, in the understanding that the sets sold by VMNO in installments they shall be blocked until CLIENT totally pays the equipment or sets subject matter.

In witness whereof, the Parties execute this Cover of the Service Orders corresponding to the Framework Agreement executed by the Parties and signed in two counterparts in Mexico City, Federal District, on _____, 201__.

"CLIENT"

"VMNO"

 By:
 By its own right/Legal Representative

 By:
 Legal Representative.

SERVICE ORDER TO PROVIDE THE MOBILE TELEPHONE SERVICE IN CONNECTION TO THE TELECOMMUNICATION SERVICES FRAMEWORK AGREEMENT (THE "AGREEMENT") EXECUTED BY AND BETWEEN VMNO, S.A. DE C.V. ("VMNO") AND THE "CLIENT", WHICH INFORMATION IS DESCRIBED IN EXHIBIT 1 HERETO.

This Service Order is an integral part to the Agreement executed between the Parties.

The Parties agree that the provisions included in this Service Order related to the Services and terms selected in the Cover hereof shall only apply to Client.

1. TERMS AND CONDITIONS TO PROVIDE THE SERVICES

VMNO agrees to provide the Mobile Local Telephone service and Basic Long-Distance Telephone Service and, if applicable, the Additional Services to CLIENT during 24 (twenty-four) hours a day, 365 (three hundred sixty-five) days a year. The Basic Service shall be provided in the VMNO Service Areas and according to the procedures established in the Code of Commercial Practices of VMNO and according to the Rates registered before the Institute, such information shall be provided to CLIENT and the public in general at website www.vectomobile.com.

VMNO shall only be bound to provide the Services once the activation of the set is effectively made by CLIENT.

The Service shall include the following services, without additional cost: i) Voicemail; ii) Call Waiting; iii) Conference Call; and iv) Caller ID.

CLIENT may also hire the Value-Added Services and Additional Services such as:

Value-Added Services:

- Blockage of calls
- Transfer of calls
- Voicemail
- Voice message mail
- WAP (Internet)
- National and International Roaming

Additional Services:

- SMS
- MMS
- GPRS

In addition and as complementary Services, the CLIENT may also hire:

- Local calls
- Mobile minutes
- Domestic long-distance minutes
- International long-distance minutes
- Data transactions
- SMS

In the event CLIENT wants to terminate any Additional Service or complementary service to that originally hired, it may terminate it by notifying VMNO at least 5 (five) working days in advance to the

effective cancellation date, without releasing it from its payment obligation of the received service and effectively rendered by VMNO.

2. CONTRACTING AND BASIC SERVICE

CLIENT may contract the Service, at its option, under any of the following methods: i) Rate plans (Prepayment); ii) Rate plans of monthly basic rent (post payment), and registered before the Institute.

Such schedules operate as follows:

(i) **Rate plans (prepayment):** it shall be understood that the Services have been hired under this method when the set has been purchased in any point of sale authorized by VMNO, or in the event it is owned by CLIENT, it must comply with the technical characteristics of the concession holder network hired by VMNO, as well as the authorization requirements stated by the Institute, paying in advance the services and the air time it shall have, by purchasing the corresponding VMNO telephone cards, ATMs associated to bank institutions providing such service to VMNO or other methods and systems established during the term of the Agreement.

(ii) **Rate plans of monthly basic rent (post payment):** services hired under this method when CLIENT states its will to do it by executing the Agreement at the Customer Service Center or the Points of Contact indicated by VMNO. CLIENT shall pay for the services according to that set forth in the definition "Trading Plans" and according to that set forth in the Agreement.

The plans or types of contracts shall be provided to Client and the public in general at website www.vectomobile.com.

In the event of loss or theft of sets or replacement of a set shall be processed by the CLIENT directly at the Customer Service Center, prior compliance with the payment of the fees stated by VMNO. CLIENT must comply again with the requirements when executing the initial contract required by VMNO, in addition it must pay at the Customer Service Center the replacement cost of a new set.

Rendering of the Services shall be subject to the condition that CLIENT effectively provides and grants VMNO the due payment guarantee determined by it, which must be identified at the Cover of the Agreement. In any event, CLIENT shall be subject to the conditions and terms set forth in the Agreement.

In witness whereof, the Parties execute this Service Order and sign it in two counterparts in Mexico City, Federal District, on _____, 20__.



"CLIENT"
(Corporate Name)

"VMNO"
VMNO, S.A. de C.V.

By:
By its own right/Legal Representative

By:
Legal Representative.



Mobile Telephone Service

No.	Service	Name of Product or Package	Package	Activation Date	Amount	Description	Date and Schedule of Delivery

Activation Expenses (Mexican currency)	% Discount of Activation Expenses	Total Activation Expenses (Mexican currency)	Monthly Rent (Mexican currency)	% Monthly Rent Discount	Total Monthly Rent (Mexican currency)

List of rates and unit prices of telephone per minute:

Local calls (min.)	Domestic long-distance call (min.)	CPP (044) (min.)	Domestic CPP (044) (min.)	International Long Distance (USA) (Min.)	International Long Distance (Central and South America) (Min.)	International Long Distance (Europe) (Min.)	Rest of the World (Min.)	Reverted Domestic Long Distance (Min.)

Domestic SMS Message Service (written message)	International SMS Message Service (written message)	Multimedia Domestic SMS Message Service (per message)	Multimedia International SMS Message Service (per message)	Domestic Roaming Service (min.)	International Roaming Service (min.)	Domestic Data Connection (Mbps)	International Data Connection (Mbps)

Total Installation Expenses: \$0.00 Total Rents: \$0.00


 MIGUEL ANGEL CARDENAS CEDENO
 PERITO TRADUCTOR
 DEL TRIBUNAL SUPERIOR DE JUSTICIA
 DEL DISTRITO FEDERAL
 TEL.: 9000-3333

At the time of the installation the set shall be delivered to CLIENT to provide the services under a free loan and/or under a lease and/or sale with ownership reserve, as the case may be, and stated in Exhibit A to this Cover, which shall be responsible for the guard and custody thereof. In the event of applying this section, Exhibit A of this Cover shall be attached describing the sets owned by VMNO. At the time of the delivery of the set by VMNO, Exhibit A shall be signed and, if applicable, the Receipt Certificate of the Set. If CLIENT has a Terminal Set, VMNO shall state in writing the requirements and technical specifications necessary to provide the Service.

The insurance agreement corresponding to the sets granted under a free loan and lease shall be paid by VMNO. In the event of sets disposed on sale in installments, the insurance shall be paid by CLIENT and it shall be included in the price indicated in the invoice provided by VMNO to CLIENT.

- a) Prices do not include the corresponding Value-Added Tax and/or any other tax according to the legal provisions and administrative provisions.
- b) VMNO shall not collect additional expenses or consideration not specified in this document.
- c) In the event it applies, the value of the warranty shall be in the amount of _____. (This warranty shall be proportional to the obligation to support the Agreement).
- d) Type of guarantee: _____. (This section applies in the event CLIENT fails to have a good credit history or if it has a negative credit background. Once this contractual relation is terminated and/or once the indebtedness with VMNO is paid, this guarantee shall be released within a term not exceeding 15 (fifteen) working days following the date of the last cut of invoicing following the payment date).

In witness whereof, the Parties execute this Cover of the Service Orders corresponding to the Framework Agreement subscribed by the Parties and execute it in two counterparts in Mexico City, Federal District, on _____, 201__.

"CLIENT"

"VMNO"
VMNO de México, S.A. de C.V.

By:
By its own right/Legal Representative.

By:
Legal Representative.


 LIC. MIGUEL ANGEL CARDENAS CEDEÑO
 PERITRATADOR
 DEL TRIBUNAL SUPERIOR DE JUSTICIA
 DEL DISTRITO FEDERAL
 TEL.: 9000-3333

Miguel Angel Cardenas C., Expert Translator, authorized by the Supreme Court of Justice of Mexico City, by resolution published in the Official Gazette dated August 7, 2013, DO HEREBY CERTIFY that the foregoing translation in 17 pages is, to the best of my knowledge, true and correct.

Mexico City, November 14, 2013.