#### **DEPOSIT AGREEMENT**

# [IDENTIFICATION]

# [DATE]

## (HEREINAFTER "DEPOSIT AGREEMENT")

### **PREAMBLE**

- Whereas, [ATTORNEY INFORMATION] (hereinafter "ATTORNEY") is licensed in the State of [STATE], USA and is an Attorney for FIDES GESTION FINANCIERA, S.A. DE C.V., of Monterey Mexico (hereinafter "FIDES");
- II. Whereas, [CREDIT UNION OR BANKING ENTITY INFORMATION] (hereinafter "CREDIT UNION") is located in and does business in the State of [STATE], USA;
- III. Whereas, [FINANCIAL ENTITY SPONSOR INFORMATION] (hereinafter "CREDIT UNION SPONSOR") referred CREDIT UNION to be introduced to the TEXAS HOLDINGS, INC 2016 BUSINESS MODEL;
- IV. Whereas, International Energy Cooperative, is a Texas USA DBA for TEXAS HOLDINGS, INC., a Nevada USA corporation (hereinafter "IEC");
- V. Whereas HOWSE SERVICES, INC. is a Texas, USA corporation (hereinafter "HOWSE");
- VI. Whereas, the parties hereto hereby acknowledge and accept that this DEPOSIT AGREEMENT constitutes a TRANSACTION AGREEMENT as per the FIDES SERVICES CONTRACT signed by CREDIT UNION and FIDES on [DATE] (hereinafter "FIDES AGREEMENT") but that said DEPOSIT AGREEMENT is a stand-alone contract independent from FIDES AGREEMENT and constitutes a valid and legally enforceable agreement irrespective of any circumstances related to the FIDES AGREEMENT.
- VII. Whereas, ATTORNEY from time to time receives ADVERTISING CREDIT PROMISSORY NOTES (hereinafter "ACPN") issued by HOWSE, a template of which is attached hereto and is hereby made part hereof by this reference thereto;
- VIII. IEC hereby and herewith offers to purchase ACPN received by ATTORNEY and provides as payment INTERNATIONAL BILLS OF EXCHANGE issued by IEC (hereinafter "IBOE"), a template of which is attached hereto and is hereby made part hereof by this reference thereto;
- IX. Whereas, as per the financial "Mark to Market" rule the parties hereto hereby accept that an offer to purchase by IEC with payment being tendered with an IBOE shall establish the market value of an ACPN received by ATTORNEY;
- X. Whereas, CREDIT UNION can accept ACPN submitted to CREDIT UNION by ATTORNEY and can provide ATTORNEY a certificate of deposit (hereinafter "CD") for the value of the ACPN that will bear no interest and that will be collectible by return of the ACPN to ATTORNEY as of the date of maturity of the CD;
- XI. Whereas, CREDIT UNION shall obtain CUSIP and/or ISIN registration for CD issued by CREDIT UNION;

The parties hereto hereby agree and covenant that:

#### **CLAUSES**

- 1) The PREAMBLE hereof is hereby made part of the CLAUSES hereof by this reference thereto.
- 2) The value provided by the FIDES AGREEMENT is sufficient for this DEPOSIT AGREEMENT to be a legally binding and enforceable contract.
- 3) Restricted only as per its charter and/or by law, the CREDIT UNION shall accept ACPN presented by ATTORNEY and shall issue a CD of equal value with a party designated by ATTORNEY as Beneficiary, with CUSIP and/or ISIN registration, as per the PREAMBLE hereof.
- 4) To cover costs of CUSIP and/or ISIN registration and/or other costs associated with fulfillment of this DEPOSIT AGREEMENT, the parties hereto shall provide ATTORNEY with purchasers of LIVE ADVERTISING packages as per the TEXAS HOLDINGS, INC 2016 BUSINESS MODEL publication found in PRESENTATIONS of <a href="https://www.change2100.com/THIBMART/">www.change2100.com/THIBMART/</a> and ATTORNEY shall utilize his best efforts to arrange for funds to pay for costs to be loaned from proceeds of said purchases, to be repaid by proceeds related to non-depletion business use of a CD by the Beneficiary (hereinafter "BENEFICIARY") thereof, as shall be arranged by ATTORNEY functioning as an INDEPENDENT CONTRACTOR as described in publications in <a href="https://www.change2100.com/THIBMART/">www.change2100.com/THIBMART/</a>.
- 5) All business uses of a CD and/or proceeds from business related thereto prior to distribution thereof are subject to approval by all the parties hereto.
- 6) ATTORNEY shall function as TRUSTEE and paymaster for distribution of all proceeds (hereinafter "CD INCOME") from business related to CD.
- 7) ATTORNEY shall retain 10% of CD INCOME, deposited in an account established with the CREDIT UNION by the ATTORNEY for this purpose for the benefit of the ATTORNEY, in exchange for value as may be designated by HOWSE, to be further used as may be determined solely by the ATTORNEY.
- 8) ATTORNEY shall disburse 5% of CD INCOME, deposited in an account established with the CREDIT UNION by the ATTORNEY for this purpose for the benefit of IEC, to be further used as may be determined solely by IEC.
- 9) ATTORNEY shall disburse 5% of CD INCOME, deposited in an account established with the CREDIT UNION by the ATTORNEY for this purpose for the benefit of HOWSE, to be further used as may be determined solely by HOWSE.
- 10) ATTORNEY shall disburse 10% of CD INCOME, deposited in an account established with the CREDIT UNION by the ATTORNEY for this purpose for the benefit of the CREDIT UNION SPONSOR, in exchange for value as may be designated by HOWSE, to be further used as may be determined solely by the CREDIT UNION SPONSOR.
- 11) ATTORNEY shall disburse 20% of CD INCOME, deposited in an account established with the CREDIT UNION by the ATTORNEY for this purpose for the benefit of the parties to the FIDES AGREEMENT, to be further used solely as per the FIDES AGREEMENT, with disbursements therefrom to the CREDIT UNION to be in exchange for value as may be designated by HOWSE.
- 12) ATTORNEY shall disburse 25% of CD INCOME, deposited in an account established with the CREDIT UNION by the ATTORNEY for this purpose for the benefit of the BENEFICIARY, in exchange for value as may be designated by HOWSE, to be further used as may be determined solely by the BENEFICIARY.
- 13) ATTORNEY shall disburse 25% of CD INCOME, deposited in an account established with the CREDIT UNION by the ATTORNEY for this purpose for the benefit of HOWSE, for HOWSE to provide funds for HOWSE to redeem ACPN issued by HOWSE when this may be required, as per the ACPN, or as otherwise may be determined solely by HOWSE.

- 14) This DEPOSIT AGREEMENT may be delivered by electronic transmission and signatures thereon shall be deemed as original signatures for all relevant purposes.
- 15) All parties that may rely hereon hereby must severally solemnly acknowledge and irrevocably accept (i) that the laws of Galveston County, Texas, USA, 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 Galveston County, Texas, USA.
- 16) 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 DEPOSIT AGREEMENT.
- 17) 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.
- 18) 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.

**SIGNED** 

SIGNATURE ELEMENTS