

**IBOE JOINT VENTURE AGREEMENT  
[ID CODE]**

This Agreement entered on [DAY OF MONTH, MONTH, YEAR], by and between:

FIDES GESTION FINANCIERA S.A DE C.V., hereinafter referred to as "FIDES" represented by [SIGNATURE AUTHORITY], with address [FULL LEGAL ADDRESS], hereinafter "*First Party*";

And,

[NAME OF ENTITY], Represented by [SIGNATURE AUTHORITY] with address at [FULL LEGAL ADDRESS] hereinafter "*Second Party*";

**PREAMBLE**

Whereas First Party and Second Party each have, the legal right to commit and contract to participate in this Joint Venture;

Whereas Both Parties are willing and able to participate in business activities, working together as a team, as such activities are collectively agreed and accepted as per this Joint Venture.

Second Party will open an account with First Party; thereby, Second Party will become a client of First Party.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, Both Parties hereby execute this JOINT VENTURE AGREEMENT, hereinafter the "JVA", as follows:

Both Parties hereto hereby agree and covenant that:

**CLAUSES**

**Article 1**

The Parties hereto hereby make the PREAMBLE hereof part of the CLAUSES hereof by these references thereto.

**Article 2**

Both Parties additionally recognize the JVA is non-exclusive; all parties are each free to execute any business outside of this JVA without compromising the intent and integrity of this Agreement.

**Article 3**

The Joint Venture shall commence on the date of execution of this Agreement and will remain valid for a minimum of three (3) years. This Agreement is renewable and expandable upon mutual consent by Both Parties.

Second Party agrees that First Party may provide this JVA with business acceptable to Second Party, wherein funds

that belong to Second Party (and/or, funds that are legally controlled by Second Party); which, are held in financial institutions anywhere in the world; and, which funds may be used by Second Party to undertake nondepletion transactions that the First Party may present.

#### **Article 4**

Both Parties hereby stipulate that all net profits that may be generated by the activities of this JVA will be managed by the First Party which will be the Paymaster for the JVA. The Paymaster will hold JVA profits and shall use or disburse them only according to the CLAUSES of this JVA and as per other written instructions which may be approved by Both Parties (which instructions may not be contrary to the CLAUSES of this JVA). When profits are disbursed, it is understood and agreed that each party shall be individually responsible to pay proceeds, fees and commissions to their respective associates, partners, and consultants as well as to pay taxes that may be legally levied by authorities in jurisdictions to which each party may individually be subject. There will be no responsibility for either party for any activities or business engaged or undertaken by the other party, or for payments that may be due that are not directly associated with this JVA.

#### **Article 5**

From the profits obtained through the activities of this JVA, 50% will be used and/or disbursed solely as the Paymaster may be instructed by the First Party for Investments; 25% will be used and/or disbursed solely as the Paymaster may be instructed by the Second Party and, 25% will be retained by the Paymaster to be used as may be instructed by the First Party to loan against collateral deposited with the First Party as per the TEXAS HOLDINGS, INC. 2016 BUSINESS PLAN.

Each loan application should be accompanied by a business plan that shows clearly how the funds are to be returned, with a 25% profit margin; which should be shared as shown in Article 6.

As repayment of the loan is received and then distributed, 25% of the loan margin will be shared as shown in Article 6, the remaining portion of the payment amount shall continue to be used as per Article 5 to support other loans that may be made to generate additional profit that shall be disbursed as per Article 6, until such time as this JVA is terminated. Once this JVA is terminated, all such funds shall be disbursed solely as the Paymaster may be instructed by the Second Party.

#### **Article 6**

The profits margins obtained from loans as described in Article 5 shall be shared as follows:

One-fifth shall be used or disbursed as the Paymaster may be instructed by FIDES' client, U.S. PROFESIONALES DE EL SALVADOR, S.A. DE C.V., as compensation for bringing the First Party and the Second Party together into this JVA.

Two-fifths shall be used or disbursed as the Paymaster may be instructed by the Second Party.

Two-fifth shall be retained by the Paymaster/First Party/FIDES to be used or disbursed at the sole discretion of the First Party.

#### **Article 7**

In derogation of applicable provisions of international treaties or domestic laws, all parties hereto hereby severally solemnly state that they have irrevocably accepted (i) that the laws of the State 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 Monterrey, Nuevo Leon, Mexico.

### **Article 8**

Both Parties agree they shall not in any way whatsoever circumvent, avoid, obviate or bypass each other, and/or attempt to circumvent, avoid, obviate or bypass any of the parties involved in this JVA and, to the best of their abilities, shall ensure that the confidentiality of data and proprietary information is not compromised.

### **Article 9**

This JVA may be delivered by electronic transmission and signatures thereon shall be deemed as original signatures for all relevant purposes.

Intending to be legally bound, the parties hereto hereby executed this Agreement on this [DAY] day of [MONTH], [YEAR]

For and on behalf of:

### **FIRST PARTY**

### **SECOND PARTY**

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[FULL NAME]  
[POSITION]  
[IDENTIFYING DOCUMENT]

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[FULL NAME]  
[POSITION]  
[IDENTIFYING DOCUMENT]