

CLEARING SERVICES AGREEMENT

BSE-[code for party]-[date]

PREAMBLE

Whereas, [party] (“BENEFICIARY”) is the BENEFICIARY of [HOWSE IBOE ID] (“HOWSE IBOE”);

Whereas, BSE INTERNATIONAL LLC (“BSE”) offers to work with full cooperation of BENEFICIARY to execute the CLEARING clause of HOWSE IBOE on behalf of BENEFICIARY;

The parties hereto hereby covenant and agree that:

CLAUSES

- 1) The PREAMBLE hereof is hereby made part of the CLAUSES hereof by this reference thereto.
- 2) BSE shall advance [\$amount] to BENEFICIARY towards satisfaction of the CLEARING clause of the HOWSE IBOE, which will be recovered without interest by BSE, at the sole discretion of BSE, from proceeds of execution of the CLEARING clause.
- 3) On behalf of BENEFICIARY, BSE shall use 50% of proceeds from execution of the CLEARING clause of the HOWSE IBOE to purchase SUPER UNIFORM ADVERTISING WEEK SERVICES (“SUPER UAWS”) offered by U.S. PROFESIONALES DE EL SALVADOR, S.A. DE C.V. (“USPES”), with full proceeds of the 200% rebate associated therewith being provided to the BENEFICIARY.
- 4) On behalf of USPES, BSE shall deposit 50% of 10/11ths of the amounts paid for SUPER UAWS into the IOLTA of Dr. Michael Bynane at PNC BANK, and shall remit the remaining payment for SUPER UAWS to an account as designated by USPES.
- 5) Because BSE is 51% owned by HOWSE SERVICES, INC. the following conditions apply:
 - A. This CLEARING SERVICES AGREEMENT may be delivered by electronic transmission and signatures thereon shall be deemed as original signatures for all relevant purposes.
 - B. In derogation of applicable provisions of international treaties or domestic laws, all parties that may rely hereon hereby must severally solemnly acknowledge and irrevocably accept (i) that the laws of Galveston County, Texas, 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.
 - C. 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 in Galveston County, Texas for final and binding resolution in

accordance with the laws, rules, and regulations of the jurisdiction governing this CLEARING SERVICES AGREEMENT.

- D. 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.
- E. 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.

[signature blocks]

BSE

BENEFICIARY