

UAWS CREDIT PURCHASE AGREEMENT [ID]
[DATE]
(HEREINAFTER "AGREEMENT")

PREAMBLE

Whereas, U.S. PROFESIONALES DE EL SALVADOR, S.A. DE C.V. ("USPES"), hereby and herewith offers credit for the purchase of UNIFORM ADVERTISING WEEK SERVICES ("UAWS");

Whereas, USPES shall provide a REBATE AMOUNT, deposited into an account ("REBATE ACCOUNT") held in <https://www.change2100.com/TRUST/trust.html> ("HOWSE TRUST", [ID]), designated by [NAME OF BUYER] ("UAWS BUYER"), for each credit purchase of UAWS valued at [%] of the REBATE AMOUNT;

Whereas, UAWS BUYER uses account ("RECEIVING ACCOUNT") with [institution] ("INSTITUTION", [ID]);

Whereas, [PILOT] ("INDEPENDENT CONTRACTOR", id) provides access through [SITE] ("SITE") for the purchase of UAWS offered by USPES;

Whereas, INDEPENDENT CONTRACTOR is supervised by HOWSE SERVICES, INC ("CENTER", id);

Whereas, [attorney] ("ATTORNEY", id) receives and holds funds for the benefit of USPES in [ATTORNEY COORDINATES] ("ATTORNEY ACCOUNT");

Whereas, UAWS BUYER shall arrange for transfer of REBATE AMOUNT from REBATE ACCOUNT to RECEIVING ACCOUNT;

Whereas, UAWS BUYER shall arrange for transfer of funds for full payment for UAWS ordered on credit from RECEIVING ACCOUNT to ATTORNEY ACCOUNT;

Whereas, payments of costs, if any, associated with each transaction executed hereby shall be negotiated and agreed to in writing between USPES and UAWS BUYER prior to execution of said transaction.

Whereas, the value of UAWS is sufficient to where this AGREEMENT is a legal and enforceable contract;

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. This AGREEMENT shall be in force for a period of three years and thirty days from the date hereof, unless terminated unilaterally by either party hereto, which may take place at any time after all pending obligations related hereto are satisfied.
3. Funds transferred for the benefit of USPES into ATTORNEY ACCOUNT shall be managed as per a JVA between the UAWS BUYER and USPES, with USPES as the owner of the funds, and the UAWS BUYER as the party presenting the business transactions related to the JVA.
4. This AGREEMENT may be delivered by electronic transmission and signatures thereon shall be deemed as original signatures for all relevant purposes.
5. 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.

6. 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 AGREEMENT.
7. 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.
8. 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.

SIGNATORY BLOCK

[USPES]

[UAWS BUYER]

[INDEPENDENT CONTRACTOR]

[CENTER]

[ATTORNEY]