

TERMS AND CONDITIONS OF USE AND THE AGREEMENT

I, the USER upon making click in the box of "accepting the terms and conditions " manifest that, upon the free exercise of my civil rights, and being capable, it is my will to accept the terms and conditions of use and the agreement of the PRONANZALIFE program, which are described as following:

1. ABOUT THE PROGRAM:

PRONANZALIFE is a development and welfare program for humanity, which promotes with passion the equality of opportunities. With an exclusive plan and without precedents in the market, PRONANZALIFE exposes at an international level a new era in an integral funerary protection.

Reinventing this theme and taking it from the traditional and conservative to an up to date and dynamic status. This is possible thanks to the fact that PRONANZALIFE permits its AFFILIATE MEMBERS to dispose of world class funerary protection, creating in life a protecting source of personal finances and permanent benefits for its affiliate members. PRONANZALIFE. The perfect plan, for a great life. The referred program has been created to benefit different communities, integrating benefits for all of its active members, at a price and quality without precedents. This program is the property and creation of PROVISION, WISDOM AND UNDERSTANDING, ANONYMOUS SOCIETY (PROVISION, SABIDURÍA Y ENTENDIMIENTO, SOCIEDAD ANÓNIMA), an entity constituted under the laws of Guatemala, which for effects of the present act will be called PROESA.

2. TERMS OF THE PRESENT AGREEMENT

For effects of the present agreement the significance of the following terms will be the ones here established:

- a) User: is the person who forms part and enjoys the benefits of PRONANZALIFE, being able to be the holder, for which effects can be referred as the title user; and/or the user who forms part of the family plan acquired by the holder.
- b) Holder: is the person who agrees to the service and is obliged to his corresponding payment.
- c) Holding User: The holding user is the person who acquires a new personal membership (non-transferrable) or family membership in the PRONANZALIFE program.
- d) Family or third person member: The family or third person member is the person within the family nucleus designated by the program holding user to benefit from the

same benefits in case it were a family plan.

- e) Emergency contact: is the person designated by the holder who can coordinate the funeral service in case of the death of the holding user.
- f) Callcenter: is the customer service center, by means of telephone attention to which the user, third party or family member can communicate by dialing number **1888-6838947**

3. ABOUT THE SERVICES

The services included in the PRONANZALIFE program are of a worldwide class consisting in an INTEGRAL FUNERARY SERVICE. In this sense the integral funerary service includes the following benefits:

- a) **Selection of the funerary** at the disposal within the PROESA network.
- b) **Wake** of the deceased person in an event of 24 hours.
- c) **Cremation** of the deceased person when it is necessary.
- d) **Paperwork and legal documents until the end of the event** according to the corresponding applicable laws.
- e) **Preparation of the mortal remains** of the deceased person previous to the wake.
- f) **Embalming** of the deceased person previous to the wake.
- g) **Local transfer** by land of the deceased person, from the place of the event to the funerary.
- h) **Domestic Interstate transfer and/or** of the deceased person when needed, within the same country .
- i) **Standard coffin** and base for its setting (upon discretion of PROESA).
- j) **Flower arrangements** during the wake and in the cemetery (the selection of such arrangements will be upon the discretion of PROESA).
- k) **Tomb stone** with the data of the deceased person (the selection of such tomb stone will be upon the discretion of PROESA).
- l) **Selection of the cemetery** at the disposal for the inhumation in an aerial niche within the PROESA network, under the understanding that the present program includes the space and cost of inhumation.
- m) **Transfer to the cemetery** of the deceased person from the funerary.
- n) **About the police escort in the transfer to the cemetery** according to the law.

4. LIMITS OF APPLICATION

The use of PRONANZALIFE program may be done only in the country that the service was acquired , for deaths occurring in said country. The program does not apply for repatriation of mortal remains.

5. WHO MAY OPT FOR THIS PROGRAM

To opt for the present program the USER acknowledges that he has and must comply with the following requisites:

- a) Instruct an emergency contact so that in case of making use of the Integral Funerary Service, by death of the user, he must initiate the procedure by means of notification to the CALLCENTER.
- b) Instruct an emergency contact so that, in case of making use of the Integral Funerary Service, because of the death of the user, must count with the necessary documentation for the full identification and start the funerary process.
- c) THE HOLDING USER must assign the emergency contact to notify the CALL CENTER.
- d) The HOLDING USER must keep the monthly payment of his membership up to date for the right of use of the program.
- e) Coordinate any procedure through the CALL CENTER.

6. REGARDING THE CONDITIONS OF USE

Regarding the conditions of use of the benefits of the PRONANZALIFE program are the following:

- a) In case the HOLDING USER dies by accident, he may use the program 48 hours after having affiliated and cancelled the respective quota.
- b) In case the HOLDING USER dies by violent death, he may use the program 48 hours after having affiliated and cancelled the respective quota.
- c) To opt for the benefits of natural death, the HOLDING USER must comply with six months of waiting, keeping his payments up to date and consecutively.
- d) The use of the present program is PERSONAL AND NON TRANSFERRABLE.
- e) The HOLDING USER recognizes that PROESA reserves the right of admission to the program, as well as the right of reinsertion to the same.
- f) From the intention of fraud, if this is detected, the affiliate party automatically loses all rights of use of the program from PRONANZALIFE and PROESA without any claim.
- g) From the preexisting terminal illnesses (verified upon criteria of PROESA) and suicide, if that were the case, the affiliate may use the program waiting for two years, keeping his payments up to date and consecutively.
- h) **FAMILY PLAN:** Regarding this plan, family nucleus will be understood as: the spouse and children, under eighteen (18) years, recognized from the holding user. By having the PRONANZA program under the family plan, the HOLDING USER and their family nucleus will have the right to enjoy from the same benefits

included in the Individual Plan. They will have the right to these benefits, the HOLDING USER and their spouse while the plan lasts; and the minors until they turn eighteen (18) years of age, who will no longer be participants of the program when they are of legal age.

7. PRICE AND METHOD OF PAYMENT

As for the price and method of payment THE USER accepts the following conditions.

- a) **The Price:** the price of the PRONANZALIFE program will be of twenty-five US Dollars (US\$25.00) on a monthly basis for the individual plan, forty-five US Dollars (US\$45.00) for the family plan (only for the holding user and their spouse) and for each child under the age of eighteen (18) recognized by the holding user affiliated to the family plan, five US dollars (+ US\$5.00) will be added to the total. Regarding this payment, THE HOLDING USER acknowledges that there will not be a price increase; it will remain the same for the duration of this contract. Likewise, by making the payments in said way, an online receipt will be sent to the HOLDING USER to the email address they indicate.
- b) **Method of payment:** Regarding the type of payment, THE USER will have to pay with a credit or debit card through reoccurring automatic payments in our system, the 30th day of each month. For this, THE USER must provide the data of this card for the monthly charges to be debited automatically, accepting and authorizing from now said debits or charges.
- c) **Suspension in case of non-payment:** In case of a delay in 2 of the monthly installments, meaning that, for any reason, the respective debit could not be made with the registered credit or debit card to the monthly payment of the membership, this contract will be terminated, thus losing the corresponding benefits, but retaining the option to reactivate the service in accordance with the provisions herein, in the “**Reinsertion to the Program**” section.
- d) **Non-refund of paid installments:** In case of the termination of this contract due to the lack of payments, THE USER acknowledges from this point onwards that they will not have the right to the reimbursement of previously paid installments, renouncing already to any claim related to the request of a refund of them.
- e) **Reinsertion to the Program:** In case this contract were to be terminated, THE USER could opt to re-enter the service for a single occasion, re-initiating the period of six months to enjoy the benefits of the program only if it was not or is identified with the intention to commit fraud.

FORMS OF TERMINATION

THE USER acknowledges that the contract could be terminated for any of the following reasons: a) For failure to pay 2 consecutive installments, in which case the contract will be terminated, having the USER to comply with the requirements for reinsertion; or b) for fraud.

8. EXCLUSION OF RESPONSABILITIES (EXCEPTIONS):

THE USER acknowledges and accepts that PROESA will comply with each and every one of the aforementioned obligations, with the exception of the following cases: epidemics, earthquake, seaquake, tremors, volcanic eruption, cyclone, hurricanes, tempest, winds, flooding, overflow and water level rise, muddy, subsidence or landslide, collapse and crumbling land or rocks. Likewise, PROESA will not incur liability for losses that are directly or indirectly caused by war, invasion, act of a foreign enemy, hostilities and military operations, (whether there is or not a declaration of war), civil war, insubordination, mutiny, military or popular uprising, insurrection, rebellion, usurpation of power, martial law or state of siege, nor for the losses or damages resulting from or being a consequence of such events. For such purposes, PROESA is released from all liability.

9. REGARDING CONFIDENTIALITY

During the course of the agreement of this program and after the end of it, the USER recognizes the confidentiality of this agreement, which he cannot disclose confidential information about it, unless by order of a competent judge.

10. REGARDING INTELLECTUAL PROPERTY

THE USER expressly acknowledges that PROESA reserves all the rights over the PROESA, PRONANZALIFE brands, as well as the marketing phrases, design, commercial names and advertising signs, and/or brochures. In this sense, THE USER accepts expressly that the inclusion and conclusion of this contract does not give him the right to use the brands or designs that are property of PROESA. It is expressly prohibited the improper use of the PROESA brands, the breach or violation of norm will result in the immediate termination of this contract without prejudice to the penalties or sanctions that come from them. THE USER acknowledges that the brands are

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property of PROESA and their designs are exclusive. It is prohibited to attempt to acquire and/or the acquisition of the brands, or commercial names that, according to PROESA, are similar to the current or future brands, inside or outside the national territory, during the validity of this contract or in any moment after its termination.

PROESA reserves the right to terminate any contract for the failure to comply with the agreed requirements, without providing indemnification, compensation or considerations of any nature.

11. ACCEPTANCE

In the aforementioned terms, having read each and every one of the clauses, and knowing of the obligations I EXPRESSLY ACCEPT the integral content of this contract that holds THE TERMS AND CONDITIONS OF USE AND THE AGREEMENT.

(ADDITIONAL RECOMENDATIONS: Notify people you trust. Keep your payments up to date. It is your responsibility!)

This is an official translation from Spanish drawn up in Guatemala City on December 10th, 2018.