

Preamble:

The money you give Prowessa, Inc. is a loan to Prowessa. Here at Prowessa, we like to have long term relations with our lenders, and therefore we treat them as customers, and address them as such. Same way even though these monthly payments are loans to Prowessa, we like to call them as savings contract. Prowessa will use this money in its various business ventures and give you, our customers, interest on this loan. Here are the terms and conditions of this loan to Prowessa:

Terms and Conditions for Prowessa Customers:**1. General Provisions**

Prowessa offers three loan increment income programs designed to maximize customer's returns on their loan to Prowessa through a monthly compound interest of 2.2% over a period of 120 months (10 years). The programs are as follows:

- Program 1: Basic Savings Contract
- Program 2: Gold Savings Contract
- Program 3: Premium Savings Contract

2. Program Descriptions**Program 1: Basic Savings Contract**

- Monthly Contribution: \$50.00
- Enrollment Fee: \$250.00 (this includes the first deposit of \$50). Enrollment fees is non-refundable.
- Monthly Deposit: \$50.00 on or before the 15th of each month.
- Duration: 120 months
- Total Deposit: \$6,000.00
- Final Payment: \$29,988.64
- Grace Period for Final Payment: 21 business days
- Tax Responsibility: The customer is responsible for reporting the earnings to federal and state tax authorities.

Program 2: Gold Savings Contract

- Monthly Contribution: \$100.00
- Enrollment Fee: \$500.00 (This includes the first deposit of \$100). Enrollment fees is non-refundable.
- Monthly Deposit: \$100.00 on or before the 15th of each month.
- Duration: 120 months
- Total Deposit: \$12,000.00
- Final Payment: \$59,977.28
- Grace Period for Final Payment: 21 business days
- Tax Responsibility: The customer is responsible for reporting the earnings to federal and state tax authorities.

Program 3: Premium Savings Contract

- Monthly Value: \$200.00
- Enrollment Fee: \$1,000.00 (includes the first deposit of \$200.00. Enrollment fees is non-refundable.
- Monthly Deposit: \$200.00 on or before the 15th of each month.
- Duration: 120 months
- Total Deposit: \$24,000.00
- Final Payment: \$117,231.00
- Grace Period for Final Payment: 21 business days
- Tax Responsibility: The customer is responsible for reporting the applicable taxes on the earnings to federal and state entities.

3. Program Cancellation

By Own Choice. The customer has the option to cancel the program at any time. In case of cancellation, Prowessa will refund only the total amount of deposits made up to that point in time. The refund will be made via check issued within 21 business days without additional charges. Customer will not be entitled to any interest under these circumstances.

Cancellation Due to Disability. If the cancellation is due to disability/terminal illness, (disability/terminal sickness can include but is not limited to cancer, heart disease, lung disease, COPD, Alzheimer's, ALS, Parkinson's, chronic liver or kidney diseases, renal failure, advanced HIV/AIDS, Huntington's, or multiple sclerosis) Customers will be entitled to get back their deposits made to date, including the corresponding interest income. If possible Prowessa would also pay additional 12% from its own pocket to help the Customers under such circumstances and to show appreciation for their business. This 12% would be calculated on the total deposits made by the customer.

Reserve the Right to Investigate: Prowessa reserves the right to investigate each and every disability/terminal illness claims before the payments are made. Prowessa will start the investigation within 60 days of the cancellation request. If Prowessa fails to start the investigation within these 60 days' time period, then the customer will be entitled to get their monies back within 21 business days thereafter, with the interest income still calculated up to the date of request for cancellation. No additional interest will be paid.

If the disability is confirmed during the investigation, then Prowessa will make every effort to pay interest up to the distribution date. If possible, Prowessa will also add 12% from its own pocket to help this type of customer and their families during their time of need. This 12% would be calculated on the total deposits made by the customer.

If investigation proves that customer claim for disability was false, then the customer will only be entitled to the refund of monies deposited with Prowessa and nothing else. In addition, Prowessa reserves the right to charge the customer reasonable investigation fees and costs and would refund the balance.

Cancellation due to job loss: If customer chooses to cancel the program due to job loss, then they can do, and the funds would be refunded according to the cancellation policies discussed under **By Own Choice** of Prowessa above. However, at Prowessa we like to help our customers, and these types of problems tend to be temporary. Hence, the customer can request that their account be put on hold for 3 months while they are looking for a job. During the life of the loan, customer can make this request twice. At the start of the 4th month, the account will be closed and the funds would be returned to the customer under cancellation policies discussed under **By Own Choice** above.

Due to Death. In the event of the customer's death, the program will be immediately canceled. Prowessa will pay the designated beneficiary the total amount of deposits made to date, including the corresponding interest income. If possible Prowessa would also pay additional 10% from its own pocket to help the Customers under such circumstances and to show appreciation for their business. This 10% would be calculated on the total deposits made by the customer. The payment will be made via check issued within 21 business days. The designated beneficiary must present the necessary documentation to prove their identity and the customer's death to receive the funds.

Cancellation Due to the Death of a Family Member within the Responsibility Core: If the account holder requests the cancellation of the system due to the death of a direct family member within their responsibility core (father, mother, spouse, or children), Prowessa will return the

amount deposited up to that point, along with the corresponding earnings, as a sign of support to the account holder. In this special case, the account holder must contact customer service to process a 21-day exception so that the check can be issued as soon as possible.

4. Program Extension:

At the end of 120 months, customers have the option to extend their program for an additional 36 months, during which Prowessa will make the following monthly deposits:

- **Program 1 Basic Savings Contracts:** Prowessa will deposit \$300 monthly, accumulating an additional total of \$10,800.00. At the end of the 36-month extension, the customer will receive a final payment of 40,788.64.
- **Program 2 Gold Savings Contract:** Prowessa will deposit \$700 monthly, accumulating an additional total of \$25,200.00. At the end of the 36-month extension, the customer will receive a final payment of \$85,177.28.
- **Program 3 Premium Savings Contract:** Prowessa will deposit \$1,500 per month, accumulating an additional total of \$54,000.00. At the end of the 36-month extension, the customer will receive a final payment of \$171,231.00.

5. Customer Responsibility:

The customer is responsible for:

- Making the monthly payments on the established dates.
- Reporting and paying the corresponding taxes on the earnings generated by the programs to the competent tax authorities.

6. Modifications to Terms and Conditions:

Prowessa reserves the right to modify these terms and conditions at any time. Modifications will be notified to the customer at least 30 days before their implementation.

7. Special Cases:

At Prowessa, we understand that customers may face unforeseen financial difficulties. Therefore, we offer the following options in special cases:

- **Plan Pause:** If the customer communicates their special situation to Prowessa, we can pause the plan for up to 3 months, depending on the needs of each case. During this period, no monthly deposits will be required, and the program's end dates will be adjusted accordingly.
- **Consecutive Missed Payments:** If the customer fails to make their scheduled payments for three consecutive months without communicating with Prowessa, program cancellation

will be imminent. The refund of deposited funds will be processed once the customer contacts us, and a check will be issued within a 21-business-day grace period.

- **Market Conditions:** Customers need to understand that if the market crashes, or due to any other unforeseen circumstances, customers can lose their entire savings. Having said this, Prowessa will do everything in its power to return the basic deposit with per annum 10% rate of interest. Customers will still make more money than they would if the same money is being deposited in a bank, credit union, etc. If even this is not possible, then Prowessa will strive to at least return the actual deposit made by the customers. If the market crashes, or some other unforeseen circumstance makes it impossible to return the principle money back then Prowessa will let the customer know the reasons, as soon as Prowessa becomes aware of the conditions due to which Prowessa cannot pay back the funds as promised.

8. Applicable Law and Venue:

The terms of this Agreement will be interpreted according to the laws of the State of California, and the venue for litigation will be Santa Clara County. Prevailing party will be entitled to reasonable attorney fees and costs.

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