



"NASER"
INTERNATIONAL FUNERAL ASSISTANCE
Group Plans

The present Agreement (the "Agreement") NO. _____ is made by and between **NASER GLOBAL LLC.**, hereinafter referred to as "**NASER**" (hereinafter, "**Provider**"), **Sequoia Services, LLC.**, hereinafter referred to as "**Sequoia**" (hereinafter, "**Distributor**") and the Member identified in the signature block of this Agreement (hereinafter, "**Member**") and is effective as of the last date of execution hereof (the "**Effective Date**"). Provider, Sequoia and Member may each be referred to as "Party" or collectively "Parties".

WHEREAS Provider is authorized to promote international funeral solutions and funeral provision services in and from the United States of America (the "**USA**") to countries of origin in Latin America.

NOW THEREFORE in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Representations & Warranties.

- 1.1. Age & Competence. If the Member is a natural person, he or she hereby represents and warrants that he or she is over the age of eighteen (18) years of age and is of sound mind and competency to enter into this Agreement.
- 1.2. Authority. Member represents and warrants that he, she, or it, has the full right and authority to execute this Agreement and bind the Member to the Agreement.
- 1.3. Voluntariness. Member represents and warrants that he, she, or it, has entered into this Agreement as a product of free will, after full awareness of the terms, conditions, and obligations set forth in this Agreement. Member further expressly represents and warrants that he, she, or it has not relied upon any representations which are not set forth directly in this Agreement in connection with the execution of this Agreement.
- 1.4. Information. Any information that has been furnished to the Provider by the Member is true and accurate to the best of the Member's knowledge and has been furnished in good faith.
- 1.5. Provider Warranties. The Provider warrants that it is legally organized under the laws of the state of Florida and is authorized to provide the Services described herein. Apart from this warranty, Provider expressly disclaims all warranties whether express or implied regarding or relating to the Services.

2. Term. This Agreement shall become effective on the Effective Date and shall be valid for a period of one (1) year (the "**Term**"). The Agreement will automatically renew unless the Member gives written notice of nonrenewal, at least thirty (30) days prior to the natural expiration of the then-current Term (the "**Nonrenewal Notice**"). If the Member gives Nonrenewal Notice, any benefits, or Services the Member may be entitled to under this Agreement shall cease upon the expiration of the then-current Term. In the event of automatic

renewal, the Provider is entitled to unilaterally modify the pricing, or scope of Services, at least ten (10) days prior to the Nonrenewal Notice due date.

3. Termination.

3.1. Termination by Provider. The Provider may terminate this Agreement: (a) for non-payment, which extends beyond the Grace Period; and/or (b) for any material breach of this Agreement, other than non-payment, that persists more than ten (10) days after written notice has been furnished by the Provider to the Member, informing the Member of the breach; and/or (c) within the first twelve (12) months of coverage if Provider has a reasonable belief that the Member has provided a false statement, declaration, or representation in connection with this Agreement, or the services.

3.2. Termination by Member. Member may terminate this Agreement after thirty (30) days written notice. If Member terminates the Agreement, all fees, dues, or obligations paid by Member to Provider are nonrefundable.

4. Services.

4.1. Description of Services. The Provider shall furnish to the Member and/or any named Beneficiary, the following services ("**Services**"):

LOCAL FUNERAL SERVICE W/ DOMESTIC SHIPPING (USA only)

- Nationwide Emergency Helpline (24/7)
 - Removal of deceased (*Home, Hospital, morgue or airport*)
 - Legal Procedures and formalities
 - Transportation to the Funeral Home
 - Thanatopraxy/Embalming (*aesthetic arrangement*)
 - Rental Casket for viewing (*in case of cremation*) OR
 - Basic Casket for Burial
 - Viewing at Funeral Home or Religious Congregation (*up to 2 hours*)
 - Hearse (*1*) (*if is need it*)
 - Transportation to cemetery or (*Plot not Included*)
 - Transportation to crematory
 - Cremation (*Direct or with viewing*)
 - Memorial Services* (*Ashes Viewing*) (*up to 2 hours*)
 - Cremation Certificate (*1*)
 - Basic Urn for Ashes (*In case of cremation*)
 - Death Certificate (*1*)
 - NASER Funeral Concierge (*included*)
- (*) *In replacement of full body viewing*
(**) The Member is solely responsible for paying any expenses not included in the Services to the funeral home, directly.

4.2. Exclusions. Services will not be provided under this Agreement to the extent that the death of the Member arose from, or related in any way to:

- 4.2.1. A catastrophe or national calamity, natural disaster, or pandemic.
- 4.2.2. Military service or armed forces.
- 4.2.3. A direct or indirect result of war, terrorism, civil war, armed conflict, insurrection, uprising,



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- rebellion, sedition, riot, strike, protest, or other events of public unrest.
- 4.2.4. Nuclear power, nuclear radiation, or radioactive contamination.
- 4.2.5. Active participation in a war, or the commission of an illegal, or terroristic act.
- 4.2.6. A person who was incarcerated at the time of death.
- 4.2.7. A death that occurred during the waiting period (if applicable).
- 4.2.8. A death occurring in a territory which, by reason of public order, war, or political unrest, or lack of diplomatic representation, there is a risk to the physical integrity of the Provider or its agents. Examples of such territories include, but are not limited to: Afghanistan, Iraq, Sudan, Somalia, North Korea.
- 4.3. Selection of Funeral Homes. The Provider has the exclusive right to select and determine the funeral home or other service provider which will fulfill the requirements of this Agreement.
- 4.4. Additional or Upgraded Services All additional or upgraded services that the Members has contracted directly with a provider under his/her own risk and not expressly authorized by NASER, will not be covered.
- 4.4.1. In the case of international repatriations or national transfers, the plan does not contemplate or include, under any circumstance, the expenses of return of relatives or companions of the deceased, therefore NASER will not take charge of any expenses of that kind.
- 4.5. Conditions of Service. Upon death of a Member, the Member's family must, upon request of the Provider, provide: (a) this Agreement; (b) a government issued identification document of the Member; (c) a death certificate (if applicable). In addition to providing the above listed documentation, the Member, or an authorized representative of either, must contact the Funeral Assistance Support Team ("FAST") within twenty-four (24) hours after the death occurred, and in any event, prior to taking any actions with respect to the funeral arrangements, or services, for the deceased. Notification to FAST is a condition precedent to the provision of Services by the Provider.
- 4.6. Direct Contract. If the Holder and/or additional members decides to directly contract a funeral service provider prior to reporting it to NASER or without its consent, rather than requesting the funeral service offered in the plan by calling the Funeral Assistance & Support Team (**F.A.S.T.**) at the time of the death, then all costs and expenses will **not** be covered by NASER. All services must be coordinated solely and exclusively through this communication channel.
- 4.7. Provider Contact. The Provider can be contacted by telephone at the numbers listed in the chart below. To report a death, in accordance with provision 4.7, the Member should utilize the "United States", or

"Emergency WhatsApp" number listed below. Any communications between the Provider and Member via telephone may be recorded, at the discretion of the Provider, and Member expressly consents to the recording of any such call.:

United States	+1(877) 398-4413
Emergency WhatsApp	+1 (305) 877 2665
Outside USA	+1 (305) 513-0024
Fax	+1 (305) 513-9913
Email	info@naserglobal.com

- 4.8. Cumulative Services. Provider shall not be required to provide the Services, if the Member has established any other funeral reimbursement membership or engaged the services of any funeral service provider before, during, or after requesting such services from the Provider.
- 4.9. Relocation. The Member is required to inform Provider of a change in residence as to the Member, personally, or any named authorized representative. The notification must be made in writing and within thirty (30) days of the event.
- 4.10. Funeral Plan Exclusion Period. For a period of nine (9) months from the Effective Date, the Provider is solely and exclusively responsible for providing a concierge services (the "**Concierge Services**"), which grants Member access only to the Provider's knowledge and expertise in the funeral industry, but the Provider shall not be obligated to pay for any pre-determined services.
- 4.10.1. Concierge Services Scope. Concierge Services may include, but are not strictly limited to: (a) international emergency helpline access; (b) bilingual Member service (English/Spanish); (c) identification of proximate funeral home locations; (d) access to a network of approximately twenty-seven thousand (27,000) funeral homes worldwide; (e) support with personalization and arrangement of services; (f) support with filing of certain claims; (g) Provider discounts for funeral and cremation related services; (h) language translation, support, and apostille services, regarding repatriation process and paperwork; and (i) support in locating appropriate legal support and grief counseling.
- 4.11. Replacements. Replacements are NOT permitted past the initial thirty (30) days from the plan activation. The waiting period do not apply to all additional members, in case of accidental death. Deceased additional members cannot be replaced.
5. Use of Agents. To the extent reasonably necessary to enable the Provider to perform the duties under this Agreement, the Provider is authorized to engage the services of any agents, contractors, or third parties that the Provider may deem appropriate and to further employ, engage, or retain the



services of other persons or entities to aid or assist in the proper performance of this Agreement.

6. Payment.

6.1. Method. Payment must be made to the Provider on its web-based platform, by telephone, or personally to a local authorized agent. Only the Member is authorized to make payments to the Provider, and the Provider is not obligated to accept payment attempts by third parties. The Provider is authorized to make recurring payments, if the Member has provided the authorization set forth in Schedule B.

6.2. Payment Terms. The Member shall remit payment to the Provider in accordance with the specific membership and billing schedule that has been selected by the Member. Member shall have a period of three calendar days (the "Grace Period") after the stated due date to remit payment. Regardless of membership, **Funeral services** shall be capped at four thousand five hundred dollars (\$4,500.00 USD) per service.

7. Default

7.1. Events of Default. The following shall constitute an "Event of Default": (a) nonpayment of any fees, costs, or payments due under this Agreement, after expiration of the Grace Period; and/or (b) a material breach of this Agreement, other than non-payment, which persists after ten (10) days written notice has been furnished by the Provider; and/or (c) the initiating of any case in bankruptcy by the Member; (d) good cause to believe that the Member is insolvent, or will be unable to pay monetary obligations under this Agreement, which are not resolved by reasonable assurances within fifteen (15) days of notification by the Provider.

7.2. Provider Rights in the Event of Default. If an Event of Default occurs, the Provider shall have the following cumulative rights and remedies: (a) to suspend provision of Services, with or without notice; and/or (b) to terminate the Agreement, with or without notice; and/or (c) to demand immediate payment of all outstanding sums due for the remaining Term, with or without suspension or termination of the Agreement. If the Provider elects to suspend the Agreement, the Member is not entitled any Services otherwise available under the Agreement during any period of suspension. Furthermore, the right of the Member to receive or claim Services shall not recommence unless and until the Provider gives written notice of reinstatement of the Agreement. A suspended Agreement is automatically terminated on the sixtieth day of suspension.

8. Miscellaneous

8.1. Choice of Law, Jurisdiction & Venue. The laws of the State of Florida shall govern the interpretation, enforcement, and performance of this Agreement. The Parties irrevocably agree that any dispute arising out of, or in any way related to this Agreement or the services shall be commenced in the state or federal court located in the State of Florida in Miami-Dade County. By entering this Agreement, the Member unequivocally agrees to submit to, and be bound by, the personal jurisdiction of the state

of Florida, regardless of whether the Member is physically located in Florida, in the United States, or elsewhere in the world.

8.2. Attorney's Fees. The prevailing party in any dispute which arises out of, or relates in any way, to this Agreement or the provision of services hereunder, shall be entitled to recover from the non-prevailing party reasonable attorney's fees. This provision is intended to encompass fees incurred in prelitigation investigation, informal prelitigation dispute resolution, formal litigation, during appeal, and as required for post-litigation collection efforts.

8.3. Indemnification. The Member agrees to indemnify and hold harmless the Provider as to any claims of third parties, which arise out of or relate to the provision of Services under this Agreement, except to the extent that the claim(s) is/are directly caused by the gross negligence of the Provider.

8.4. Disclaimer. The international funeral assistance services offered by the Provider are oriented to sudden, unpredictable events, and/or diagnosed medical conditions, to assist with the provision of funeral services in the country where the Member is located at time of death. The Provider is not an insurance provider, agent, or in any way authorized to provide insurance related services. In no event shall this Agreement be construed as one providing for insurance, and the scope and purpose of this Agreement is strictly related to provision of services by Provider to Member. The Member specifically agrees that it has not entered this Agreement with any intent to become insured, or purchase insurance and no representations have been made to Member regarding the ability of Provider to issue, sell, or otherwise provide the same.

8.5. Notices & Communication. Notices and communication to the Provider must be made at the address and/or telephone number and/or email address indicated in this Agreement.

8.6. Merger. This Agreement constitutes the sole and exclusive Agreement between the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter in it.

8.7. Legal Construction. If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if it had never contained such invalid, illegal, or unenforceable provision.

8.8. Parties Bound. This Agreement shall be binding on and insure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

8.9. Assignment. This Agreement may not be assigned, unless the Provider gives consent, in writing. Consent may be withheld by the Provider for any reason, and nothing in



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this provision obligates or requires the Provider to agree to any requested assignment.

- 8.10. Force Majeure. The Parties understand that performance by the Provider may be interrupted or delayed by an occurrence outside of the Provider's control, including but not limited to acts of God, war, riot, sovereign conduct, supply-chain issues, disease, or other conduct engaged in by third parties. If that should occur, the Provider shall be excused from performance for so long as it is reasonably necessary to complete performance, but in no event longer than ninety (90) days.

- 8.11. Modifications. This Agreement may only be modified in writing, signed by both parties. The Member must request a modification to the additional members by contacting Provider at info@naserglobal.com. The Provider is free to accept or reject a proposed modification in its sole and absolute discretion.

- 8.12. Data Retention. The Member recognizes, and consents to the Provider collecting and retaining data,

including medical data and records pertaining to the Member and/or additional members (the "**Data**"). The Member gives consent to the use of Data by the Provider for market research, commercial offers and products by Provider or its affiliates, or other purposes as the Provider sees reasonable and necessary.

IN WITNESS WHEREOF, the Parties hereto agree to be bound, pursuant to the terms, conditions, and obligations set forth herein.

By: _____
Member

Date: _____

By: _____
As Authorized Representative of the Provider

Date: _____



"SCHEDULE A"
Certificate of Coverage

The names identified below are the authorized representatives, as defined in the Agreement, and are subject to the terms and conditions of the same:

	Additional Members	Relation	Day of Birth	Coverage
1				
2				
3				
4				

Funeral Service ☐

By: _____ Date: _____
Member