





You are a knowledgeable and cautious investor who seeks the highest possible return on a secure savings account. The Private Foundation Eternity Funds meets your needs by offering a **guaranteed 10% annual net return** on invested capital, which is placed in conservative, long-term investments. In exchange for a part of your capital being permanently blocked, you will benefit from a life annuity, payable to your bank account, PayPal account, or a special, free cash card at the frequency of your choice (6 options: every quarter, every month, etc.). This brochure explains how our totally new financial service works, and how it lets you join the elite of investors who know how to use the **money-making techniques of the truly wealthy**: long-term interest capitalisation, a long-term philosophy, high asset remuneration, and no tax friction.



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# All you need to know in just three minutes

#### What the ETERNITY FUNDS Foundation offers you:

A financial investment, earning interest at the high annual rate of 10%, guaranteed for life and with no upper limit. The capital entrusted to the Foundation is inaccessible and invested over the long term; you receive your 10% return in the form of an annuity which can be paid at regular intervals of your choice (there are six choices, ranging from annual to fortnightly payments), to a bank card, a bank account or to PayPal. If you like, you can also opt for capitalisation, which means that the capital grows more quickly, to give you a higher future annuity (interest is added to your account daily). In addition, your annuity entitlements can be passed on in complete confidentiality, and you are completely free to nominate the beneficiaries of your choice.

#### Main features of the service:

The system is highly flexible: as soon as you register as a member you can change your personal settings (annuity payment date and method), select capitalisation mode, choose beneficiaries, etc. This makes your life easier: you can manage your options at any time, because the service is available 24 hours a day, 7 days a week. When you become a member, you will also enjoy access to a simulator tailored to your situation, enabling you to keep a close track of your investment according to your capital, your income and your age, and to achieve your annuity target with our help.

### Signing up for the service and funding your account:

You can open an account by visiting the Become a member page. It takes a matter of minutes: there is no big file to complete and no documents to send to us. Your account is funded using a bank card, via PayPal or by international bank transfer to Switzerland.

### Security of funds and legal aspects:

Funds are deposited in Switzerland and are protected by Swiss financial legislation. The Private Foundation ETERNITY FUNDS is also controlled by its Board, which regularly orders independent audits of its position. To review the legal aspects, please read the General Terms and Conditions.

### What about fees?

There are none: no initial charges, subscription charges or administrative costs. Your money works entirely for you!

### Do you still have questions?

In that case, we suggest that you read the FAQ section of our website or contact us, by email, by chat or by telephone. If you would like more details, please take a look at the explanations and examples on page 8.



## The ETERNITY FUNDS Foundation

ETERNITY FUNDS' priority commitment is to offer its members a guaranteed 10% return on their capital: from a financial point of view this is feasible without excessive risk-taking or, whatismore, misuse of derivatives, provided the capital remains inaccessible forever. For more information on this subject, please see the section headed 10% a year guaranteed: how?

This commitment is made for life, in perpetuity: your annuity can be freely passed on to whoever you wish – to your children, for example. They will then pass it on to their heirs, and so on. However, from a legal perspective, it is impossible to enter this into law in various countries: in many cases, national law renders an eternal contract null and void. This is why you will find that your bank or insurance company offers no comparable service; they can only offer 3 to 4% at best, given that the money must remain accessible. Neither will they offer you an eternal investment. In addition, because the money leaves your estate and becomes the Foundation's property, this resolves the fiscal difficulties and prevents any problems when it comes to passing on your legacy.

In this way, ETERNITY FUNDS has chosen the legal framework of the non-profit Private Foundation established in perpetuity, registered in Curação (Kingdom of the Netherlands). The beneficiaries of this Foundation are the members who register via its official website www.eternityfunds.com. Moreover, the Private Foundation has the



advantages of being fiscally neutral and protecting data and privacy in a stable and recognised legal framework. Curação, unlike many exotic offshore destinations of varying repute, is an integral part of the Kingdom of the Netherlands, has a very clear and strict legal framework, genuine anti-money laundering controls, sound infrastructures and consequently enjoys an impeccable reputation.

As it was legally impossible to establish the service in a country like Switzerland or the United States, and because we wanted to guarantee our members the eternal security of their assets, the protection of their private data and legal and financial stability, it quickly became clear that Curaçao was the ideal choice and that the Private Foundation was the most appropriate status, given that ETERNITY FUNDS is not a business, but a non-commercial organisation, the objective of which is the financial independence of its members, which is duly entered in the Statutes of the Foundation.





# 10% a year guaranteed: how?

Does a guaranteed annual return of 10% interest you? To fully understand how the Private Foundation ETERNITY FUNDS achieves this result, you should take into consideration the following three elements: long-term, diversification and capital protection.

#### 1. A long term investment

The amount you invest is transferred definitively to the Foundation, so it can then be invested over the long-term, unlike many investment funds which will adopt a short-termist or even speculative approach, given the permanent constraint of liquidity. Thus, even though most of the funds managed by ETERNITY FUNDS are invested in quality financial assets (such as shares and bonds in the world's largest companies and states), and in property assets, offering returns and growth of around 8 to 12% a year, a reasonable proportion is allocated to assets which are less liquid but very profitable over the long-term, such as investments in private equity, raw materials, precious metals or works of art. It is because the capital is inaccessible that we can achieve a rate of return which is higher than the rates offered by banks, for example, which are obliged to return your money to you at your first request.

#### 2. Total diversification

The 10% rate of return can also be explained by the high diversification of the assets managed, both in terms of sector and geographical origin. Indeed, the Foundation invests the funds entrusted to it both in "conventional" financial assets such as shares, bonds, gold and currency,



and in assets which are much less liquid, such as property, metals and other raw materials, shares in unlisted companies, hedge funds, venture capital, etc. Diversification is also geographical: investments are made in both developed and emerging countries, and no necessarily subjective choices are made; instead, we invest on a strictly pro rata basis according to the power and influence of the targeted economies, in order to correlate as closely as possible with the very long-term worldwide economic situation. This strategy affords full protection against a crisis – even one of global scale – during which one category of assets or a particular geographical zone are usually affected, while other investment vehicles or markets





continue to benefit from economic growth or, at worst, merely stagnate. The approach developed and implemented by ETERNITY FUNDS' managers is sound, and is similar to the techniques employed by a number of hedge funds, a stake in which unfortunately usually costs over one million dollars. ETERNITY FUNDS therefore gives you access to the investment techniques until now reserved for the wealthiest people. Many funds in the world generate annual rates of return of 15 to 20%; we are merely democratising this approach. The 10% capital return is therefore in no way exceptional because it is the result of an approach which differs from the approach adopted by banks and insurance companies. ETERNITY FUNDS is aimed at people of private means, who are more interested in the guaranteed regular return that they can achieve on their capital than in the issue of having immediate access to their funds. We also explicitly recommend that ETERNITY FUNDS members only invest funds which they will not need in the future for a project involving a large amount of personal assets, such as buying property. It is sensible not to invest more than 15 to 20% of your savings with a single financial provider.

#### 3. A secure and effective investment method

ETERNITY FUNDS' fund managers do not speculate and do not put the Foundation's capital at excessive risk. Positions are taken in a rigorous and measured way in order to optimise the risk/return ratio, with full respect for the asset allocation decided by the ETERNITY FUNDS Board.

All positions are protected so as to avoid any significant loss which exceeds an overly large proportion of the assets managed. In this way, capital is managed in compliance with strict prudential rules and with the support of continuous and permanent monitoring of the assets and positions held.





# Your 5 main advantages

## Advantage 1: An annual return of 10%, for life!

ETERNITY FUNDS offers you a return of 10% a year on your money, forever, in return for these sums being inaccessible for life. This money is invested to guarantee you a high return on your investment. You can have your annuity credited to your bank account, to your bank card or to your PayPal account. You can also directly set the maturity dates in order to receive your interest (on a monthly, quarterly, annual or other basis) or decide at any time to capitalise, to harness the incredible power of compound interest, described by physicist and Nobel Prize winner Albert Einstein as:

"the greatest mathematical discovery of all time"

Your capital is managed to protect you against currency risk: whether you credit your account in dollars, euros or any other currency, your payment will be directly converted into a global currency (UNI), made up of the main world currencies. This means that whatever the fluctuations in the economic climate and currency markets, you are guaranteed that your purchasing power will be maintained as effectively as possible.





Advantage 2: Your capital, when transformed into an annuity, becomes free to pass on in complete confidentiality.

Once your account is open, you can at any time make arrangements for your succession by distributing your annuity entitlements. The capital will still remain inaccessible, and the annuity entitlements will be passed on according to your wishes to the beneficiaries of your choosing. They will continue to receive 10% interest, for life. You can also pass on all or part of the annuity entitlements in your lifetime, by using our succession module.

"You will forever remain master of your own fortune!"

When you open your account, your just need to enter the identity of the beneficiary or beneficiaries concerned and then select the proportion of the annuity entitlements which you would like to allocate to them. Of course, beneficiaries may be added or removed later, and the distribution may also be changed at any time according to your wishes.











**Advantage 3:** Plan your savings and maximise your future annuity with our exclusive simulation tool.

We offer a simulation tool which allows you to assess your situation and identify the resources which you need to allocate to generate the annuity of your choice. This simple operation only requires a few essential criteria and takes barely a few moments, but these moments are crucial in helping you to build your wealth and that of your beneficiaries.

"safeguard your future"

In this way, you can set the annuity you would like to receive according to your situation and goals. Both members and visitors can access the simulation tool.

## Advantage 4: Help your children and loved ones by giving them financial security!

ETERNITY FUNDS allows you to guarantee the financial security of your children and loved ones by providing them with a financial annuity, and without having to worry about managing the capital, which cannot be broken into through inexperience or imprudence.

As a result you build up a precious source of financial support for your children and/or grandchildren using the capitalisation option:

the capital accumulates until they come of age, when they will be able to decide how their annuity will be paid. You will also have the option of passing on the account at any time, when you think the time is right, before or after they legally come of age.

"protect your loved ones from want"

You can also help a loved one by offering him or her this reassuring service: a regular annuity which ensures his or her financial security and teaches the virtues of saving.

## **Advantage 5**: A confidential service and total security.

ETERNITY FUNDS guarantees that your anonymity will be protected. None of the information you send when you register will be passed on to anybody. Your data are stored safely and protected against any malicious use.

"optimal security"

Access to your account is secure and uses a secure identification system. The whole system is protected against unauthorised attempts to access digital data and the funds entrusted to us.





# A few examples to help you understand

Example 1: Harry, 69, retired

Harry, a retired IT engineer, would like to help his two children and three grandchildren. He intends to leave them his apartment in Boston and his second home near Miami, but would also like to pass on to them today part of the savings he has accumulated. He is keen that it is done intelligently, to avoid one of them doing something silly with the money, which is the fruit of a whole life of work and saving!

"What I'd like to do is help my children and grandchildren"

With the 170 000 \$ that he wants to put into this project, Harry will give each of his grandchildren an account credited with \$15 000. This means that in 20 years, Matthew, Michael and Julia will be provided with an annuity of \$805 a month, which is quite something when you're a student! The rest of his capital, \$125 000, is credited to his account and is placed in capitalisation mode. When he dies, the beneficiaries that he has chosen will receive their annuity entitlements. So, if he were to die in 15 years, the four named beneficiaries would inherit the sums of: \$1 874 a month for his partner Sonia, \$1 041 a month for his two children Paul and Claire, and \$2 610 every year for the Red Cross, a charity to which he is particularly attached.

With no entry fees, management fees or inheritance taxes, Harry has therefore been able to freely pass on part of his savings, which will directly benefit his loved ones, for life, starting today.

**Example 2**: Claire, 34, bank executive, and Peter, 39, marketing manager

Although they currently have no problems earning money, Claire and Peter are aware that there remain many uncertainties in the current retirement pension system (age pyramid, demographic change, increasing life expectancy, etc.). Rather than rely on the state, which has ever increasing debts, they are looking to protect their interests themselves.

"With all the retirement issues there are at the moment, we want to provide for ours"

By opening an ETERNITY FUNDS account, they are making this wish a reality: with a modest monthly payment of \$300 into their respective accounts, they will gradually build up a capital sum which will pay dividends when the time comes in the form of a monthly annuity of \$1 732 each in twenty years. As their current monthly combined income of \$6 200 is more than enough to live on, they have opted for capitalisation mode, which allows them to accelerate the growth of their annuity: every day, the interest earned is added to the capital. By naming each other as beneficiaries in the event that the other dies, they allow their partner to maintain the same income by passing on their annuity entitlements, and do not have to pay any fees or taxes in the process.







## **Example 3**: Alice, 26, junior project manager

Alice knows what she wants in life, and what she wants to avoid: "My father slaved away at work all his life, and was unable to enjoy his retirement as much as he should. I don't want to live like that: working all my life and losing my health. That is why I want to retire before I'm 50. To achieve it, I'm putting as much money away as possible."

"I don't want to have to work all my life"

By paying 15% of her earnings every month into her ETERNITY FUNDS account, Alice is building a nest egg which gives her an annual return of 10%. The money is inaccessible, so there is no risk of misusing these "rainy day" savings: it's practical, especially when, like her, we are often tempted to spend without thinking, on impulse. Thanks to the simulator, with which she was able to set and monitor her objectives, Alice will in the space of just a few years build up a considerable annuity, which will be paid to her when she thinks the time is right. For example, after 20 years of accumulation in capitalisation mode, putting aside just \$350 a month, Alice will be entitled to an annuity for life of \$2 021 a month.

## Example 4: Robert, 53, unemployed

Robert inherited \$500 000 from his mother. His bank manager suggested that he invest the whole amount in bank products, but Robert does not trust the bank fully and doesn't like putting all his eggs in one basket: not only is he unemployed at the moment and the money is precious to him, but the rate the bank offers is absolutely ridiculous, not to mention the various deductions made in entry fees and other administrative fees.

Furthermore, he knows himself well enough to know that he may well waste this slightly unexpected fortune if it remains available. He therefore decided to invest an initial \$200 000 in ETERNITY FUNDS and chose capitalisation mode so that he will get a monthly annuity of \$5 005 when he is 65.

"Making funds inaccessible protects me from any risk of wasting them"

## Example 5: Paul, 48, widower

Paul lost his wife in an accident and now needs to take care of his handicapped daughter. He is worried about what would happen to her if he were to die suddenly. How would she be able to support herself? And if he were to leave her capital as an inheritance, how could he be sure that no one would take advantage of her weakness?

"My handicapped daughter is my priority"

He would particularly like to be able to leave her more than the law allows, but without his two other children (able-bodied and with successful careers) knowing about it. Why not give her special treatment, because she is weak, when the others are managing very well? Having assessed all the various options open to him, Paul discovered that none is as secure and as well remunerated as ETERNITY FUNDS. He therefore invested \$160 000 in ETERNITY FUNDS so that his daughter would be entitled to at least \$1 276 a month (this sum will increase gradually because the account is set up in capitalisation mode: for example, after five years, Paul's daughter will be entitled to an annuity of \$2 055).







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# UNITED CURRENCY to preserve your purchasing power

In order to preserve the value of your capital and your purchasing power, whatever changes there are in the short-term economic conditions or political situation, ETERNITY FUNDS has adopted a reference currency: United Currency™. This is based on a basket of five key world currencies which account for over 90% of international financial transactions. Once credited to your account, your funds are therefore managed in UNI, the exchange rate of which against the euro, US dollar, Swiss Franc, Pound Sterling and Yen is calculated in real time. The formula used to calculate this virtual currency is completely transparent:

1 UNITED CURRENCYTM =

\$0.046 + €0.026 + £0.0051 + ¥1.3 + SFr0.0057



The website of the currency designer www.unitedcurrency.com offers free and unlimited access to records for the currency. To make it easier for you to understand it, across the whole ETERNITY FUNDS website you will be able to see equivalent sums in the currency of your choice for all your transactions.

# Philanthropy & charity

Some of our members have chosen to leave all or part of their annuity entitlements to charitable endeavours. Some of them have selected associations or foundations as eternal recipients of these assets. Others have left it up to the ETERNITY FUNDS foundation to select their beneficiaries.

The foundation itself also gives 5% of its profits to charity. Every quarter, the ETERNITY FUNDS Board selects one or more associations to which these funds are paid, sometimes in the event of emergencies (such as natural disasters).

We select charitable endeavours that are politically and religiously neutral, essentially targeting human development, the protection of the environment, public health and research.



# Opening an account

must contain 8 to 30 characters

To open your account immediately, just log onto the site www.eternityfunds.com and go to the Become a member section. In just a few minutes, you will have your access codes and all of the necessary information, without the hassle of a long, complicated administrative procedure. You can also sign up by postal mail by sending us the form below. Once we receive it, we will process you request and send you your access codes as soon as possible.

Private Foundation ETERNITY FUNDS Kaya Alonso de Ojeda T 13 A Curaçao, Netherlands Antilles Kingdom of the Netherlands

Surname:																															
First name	: L																														
Sex: Male Female / Date of birth: / / / / / / / / / / / / / / / / / / /																															
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# Have any questions?

Various means of communication are available if you would like to contact one of our advisers:





## By phone to one of the following numbers:

Switzerland: +41 (0)22 548 35 75

United Kingdom: +44 (0)203 287 13 13



## By online chat by clicking on the "Online support" box

under the left-hand menu of the ETERNITY FUNDS site.



### Via Skype:

Username eternity.funds



### By e-mail,

to info@eternityfunds.com



### Via the form in the "contact" section of our site

www.eternityfunds.com



### By post to our head office

Private Foundation ETERNITY FUNDS

Kaya Alonso de Ojeda T 13 A Curaçao, Netherlands Antilles Kingdom of the Netherlands





#### Article 1, Nature of the present General Terms and Conditions of Use

The present General Terms and Conditions of Use (hereinafter, the "GTCU") define the contractual rights and obligations binding the private foundation, Eternity Funds, the owner and editor of the EternityFunds.com Internet site and the provider of the services offered on said site (hereinafter "ETERNITY FUNDS"), on the one hand, and, on the other, the user of the EternityFunds.com Internet site and/or of the services offered on said site (hereinafter the "user"). The object of the present GTCU is to define the conditions under which the user may benefit from these services. The present GTCU or other contractual documents.

#### Article 2. ETERNITY FUNDS Site Address

The Internet site the subject of the present GTCU is found at http://www.eternityfunds.com

#### Article 3. Availability of the ETERNITY FUNDS Site

ETERNITY FUNDS undertakes to use all means required to maintain the continuity and quality of its services and the proper operations of its site, which can be accessed 24 hours a day, seven days a week, except in the case of a force majeure event or maintenance works or any technical event outside of the powers of the site owner.

ETERNITY FUNDS cannot guarantee the uninterrupted operations of its services due to failures, disruptions and/or interruptions inherent to the site host, the Internet access provider or the Internet network. ETERNITY FUNDS may in no way be held liable for interruptions in access to its services and the related consequences that may arise for users or third parties.

ETERNITY FUNDS may not be held liable for the saturation, operational failure, computer-related or technical malfunction of its site or the breakdown of the telephone network or the network of the access provider used, as may result from a force majeure event, a third party action, labour conflicts or a malfunction in transmission means. Similarly, ETERNITY FUNDS does not guarantee the compatibility of its services with the user's hardware or that its e-mails or any software used for its services are free of viruses, errors or other defects that may affect the software or other components and cause a prejudice to goods or persons. The user acknowledges that he is solely responsible for all precautionary measures in this regard. In no case may ETERNITY FUNDS be held liable for the damages the user may suffer due to the use of the services provided by ETERNITY FUNDS via hardware that is compatible (or not) and software infected by a virus, errors or other items of any nature whatsoever. ETERNITY FUNDS does not provide personal assistance or a hotline for computer-related issues.

#### Article 4. Jurisdiction and Applicable Law

The private foundation, ETERNITY FUNDS, established in Curaçao (Kingdom of the Netherlands) on July 1, 2009 and registered with the Commercial Registry of the Chamber of Commerce and Industry of Curaçao as number S-8913, manages and operates the ETERNITY FUNDS web site from its head office located at Kaya Alonso de Ojedo T-13A Curaçao, Netherlands Antilles, Kingdom of the Netherlands pursuant to the Laws of the Netherlands Antilles, and makes no declaration as to the appropriateness of the information and services offered on this site with regard to the use thereof in other regions and countries. The law that governs the present agreement is the Laws of the Netherlands Antilles. Should a dispute arise with regard to the present agreement, the competent courts are those of the autonomous territory of Curaçao.

Each user of said web site and the services it offers is responsible for compliance with the relevant laws applicable to him.

#### Article 5. Acceptance of the GTCU and Contractual Ties

A user who consults or uses any information, document, product or service edited on the ETERNITY FUNDS site is deemed to have taken knowledge and accepted all of the terms and indications set out in the present GTCU. A user who wishes to benefit from one of the services offered on the ETERNITY FUNDS site must open an account on

the site and check the box beside the sentence that reads: "I acknowledge having read and fully accepted, without reservation, the General Terms and Conditions of Use of the ETERNITY FUNDS site". This procedure signifies the full acceptance, without reservation, by the user of the present GTCU and creates a contractual tie between the account holder and ETERNITY FUNDS.

The present GTCU constitute the entire agreement between the user and ETERNITY FUNDS.

#### Article 6. Language

The ETERNITY FUNDS site offers versions in a number of languages. ETERNITY FUNDS endeavours to ensure they are as identical as possible. Nevertheless, should a contradiction or ambiguity exist, the text of the English version prevails, including the present GTCU. Each user acknowledges the above is understood and accepts that, if applicable, the terms and conditions contained in the English version of the present GTCU and the various terms and conditions set out elsewhere on the site apply to said user.

#### Article 7. Nature of an Open Account

An account opened on the ETERNITY FUNDS site is in no way a bank or financial account opened via a financial intermediany within the meaning of the Laws of the Netherlands Antilles. It is only a computerised profile of a member, the ownership of which, however, gives right to an annuity pursuant to Article 8 of the present GTCU.

#### Article 8 Nature of the Service Provided

ETERNITY FUNDS provides the user with access to an innovative financial service that consists in the regular payment of a life annuity freely assignable to any beneficiary chosen by the user. This financial solution, intended for the very long term, offers compensation of 10% per year paid in UNI pursuant to Article 19 of the present GTCU, net of any deduction made by ETERNITY FUNDS. The sums paid by users to ETERNITY FUNDS are blocked for life and originate from the assets of members who, in exchange, receive the rights to the annuity which are calculated pursuant to Article 22 of the present GTCU. Said rights are transferred after the death of the user to person(s) of the user's choice pursuant to Article 24 of the present GTCU.

#### Article 9. Limitations

The sole objective of ETERNITY FUNDS is to make available to the general public an innovative financial service and it does not intend in any way to directly or indirectly engage in solicitation or inducement of the public to purchase or sell securities and similar products or any other investment product.

#### Article 10. Simulations and Recommendations present on the Site

The various simulations, examples of use and recommendation displayed on the ETERNITY FUNDS site are only provided for information and illustration purposes to help the user make an enlightened decision. ETERNITY FUNDS may not be held liable for any consequence of the use of these simulation tools and recommendations and makes no commitment as to the results obtained by the user, its only commitment being limited to the financial guarantee in accordance with Article 11 of the present GTOU.

#### Article 11. Financial Guarantee

ETERNITY FUNDS fully guarantees, with no conditions or reservations and for all of its funds and assets, the regular payment of the 10% annuity at the precise frequency the user selects and which is calculated pursuant to Article 22 of the present GTCU, as well as full reimbursement should ETERNITY FUNDS be dissolved pursuant to Article 32 of the present GTCU.



#### Article 12, Control of Operations and the Fight against Money Laundering

ETERNITY FUNDS fights against money laundering and fraud. ETERNITY FUNDS reserves the right to control any payment of suspicious funds and to ask the ETERNITY FUNDS user for explanations and proof. ETERNITY FUNDS reserves the right to cancel any suspicious transaction or transaction of a fraudulent origin and to refuse payment without justification of the user's position.

#### Article 13. Holder of the Open Account

Any person of age and capable within the meaning of the Laws of the Netherlands Antilles may open an ETERNITY FUNDS account for said user or for a third party. A minor, non-capable person may hold an ETERNITY FUNDS account if it has been opened on said person's behalf by a person of age who is capable within the meaning of the Laws of the Netherlands Antilles or if said person has inherited an ETERNITY FUNDS account from another account holder. Only one holder per account is allowed (there are no joint accounts). A corporation may hold an ETERNITY FUNDS account if it has been opened by its duly authorised legal representative who has proven his assigned powers. Only one account may be opened per e-mail (electronic mail) address.

#### Article 14. Corporate Holders of ETERNITY FUNDS accounts

Corporate holders of ETERNITY FUNDS accounts do not enjoy all of the opportunities offered to individuals: for security reasons, they may not make gifts to other members or appoint individuals as beneficiaries of their assets should they be dissolved or liquidated. ETERNITY FUNDS reserves the right to introduce limitations specific to corporations at any time. When an account is opened for a corporation, the validity of the powers of the corporation's representative must be proven. An additional check may be conducted at any time by ETERNITY FUNDS in order to verify the powers of the corporation's representative who manages the ETERNITY FUNDS account. The terms of Articles 8 and 24 of the present GTCU apply to corporations, with the word "death" being replaced by the words "dissolution", "liquidation" or similar terms, as applicable.

#### Article 15. Opening an Account for a Third Party

An ETERNITY FUNDS site visitor who is duly identified may register a third party as a member and holder of an ETERNITY FUNDS account. As long as the final holder does not take possession of his account, the person who opened it and has the login and password is considered its temporary holder. The configurations available when an account is opened for a third party are limited to the minimum required. Only the final holder may change them after the account has been fully activated and when the full profile of the member becomes available. To launch the activation of an account created by someone else, the login and password provided by the person who initiated the opening of the account must be entered. The person who opens an ETERNITY FUNDS account is exclusively responsible for informing the beneficiary (the future final holder) thereof and ensuring the account is activated. ETERNITY FUNDS cannot be held liable for a failure on the part of a user who opens an account for a third party. As long as the final holder does not take possession of his account, he is not subject to any obligation. The contractual ties between said holder and ETERNITY FUNDS only start at the time he activates his account and fully accepts the GTCU without reservations pursuant to Article 5 of the present GTCU. Should the final holder expressly notify his refusal of the application of the GTCU, the person who initiated the opening of the account recovers the balance of said account on his own ETERNITY FUNDS account if he already has one or turns the account opened for a third party into his own ETERNITY FUNDS account. Should the person who initiated the opening of the account decease, his legal heirs, according to the laws of his country, replace him and the terms of Articles 24 and 25 of the present GTCU apply.

#### Article 16. Personal Information

When opening his account, the ETERNITY FUNDS member communicates personal information that is true, accurate and complete, in good faith. He undertakes to keep ETERNITY FUNDS informed of changes that may occur in the future. Should the information provided to ETERNITY FUNDS prove to be erroneous or should it not be updated in due course, ETERNITY FUNDS may not be held liable for any prejudice that may result in this regard for the holder or

#### a third party.

#### Article 17. Confidentiality and Privacy

ETERNITY FUNDS undertakes to protect the confidentiality of the information and the privacy of ETERNITY FUNDS users and, in particular, guarantees protection of the anonymity of its users in terms of third parties, except in the case of criminal legal actions that are solidly based and conducted by a legitimate authority in full compliance with legal procedures and individual rights and freedoms. Users agree to ETERNITY FUNDS preserving their personal information and have a right to access and correct said information. ETERNITY FUNDS undertakes to never sell the contact information of users to third parties, whether corporations or individuals, for the purposes of commercial prospecting. Users are responsible for the proper preservation of the confidentiality of their sensitive information, such as their login and password, as well as the secret response to a question and other similar data. ETERNITY FUNDS cannot be held liable for potential damage resulting from the voluntary or involuntary disclosure to a third party of this data by an ETERNITY FUNDS account holder.

#### Article 18. Correspondence

All members of ETERNITY FUNDS select in the parameters whether they want to receive correspondence exchanged with ETERNITY FUNDS on their online messaging system (on the ETERNITY FUNDS site itself) or at an e-mail address filled in in the parameters, and freely determine the nature and frequency thereof in accordance with the categories of said exchanged correspondence. ETERNITY FUNDS cannot be held liable for the loss, interception or disclosure of these messages in the case of messages sent by e-mail, nor of the prejudicial consequences that may result therefrom. ETERNITY FUNDS undertakes to comply with the confidentiality of the messages and will not control or disclose the content of private user communications, except in the context of a formal, legitimate request from the judicial authorities of a country. ETERNITY FUNDS informs the user that the effective transmission, integrity, authenticity and confidentiality of the messages exchanged are not guaranteed due to the insecure nature of the Internet network. The user expressly accepts the non-confidentiality risk related to the Internet network and discharges ETERNITY FUNDS from all liability in this regard.

#### Article 19. Use of UNI

For the management of assets paid on site user accounts, ETERNITY FUNDS uses a reference currency, the United Currency (UNI). UNI is an account unit promoted on the www.unitedcurrency.com partner site and is based on a "basket" of the five key worldwide currencies (the euro, American dollar, Swiss franc, sterling pound and yen). The official formula to calculate the UNI is as follows:

#### 1 UNITED CURRENCY™ = \$0.046 + €0.026 + £0.0051 + ¥1.3 + SFr0.0057

The UNI value is permanently displayed on the www.unitedcurrency.com site, which also provides the official reference exchange rate for each business day. All amounts credited to ETERNITY FUNDS user accounts are converted at the official exchange rate for the day the funds arrive (or the official exchange rate of the prior day for payments other than bank payments that arrive before 12:00, London time) or at the most recent official exchange rate available for non-business days. Similarly, all annuity payments are based on the official exchange rate on the day the funds are withdrawn or on the most recent official exchange rate available for non-business days.

ETERNITY FUNDS reserves the right to continue calculating the UNI according to the same methods should the www.unitedcurrency.com site default or if the UNI calculation method used on the www.unitedcurrency.com site is substantially modified.

The amounts in UNI displayed on the site are the only ones that are officially binding between ETERNITY FUNDS and the site users. Equivalent amounts in national currencies are displayed in different sections of the site in accordance with the user's selections, are based on the real time calculation of UNI conversion rates into national currencies, and are therefore only provided for information purposes.

All amounts in UNI displayed on the site are rounded out to the closest UNI (lower for 0.5), for the ease of the user.



The amounts that prevail for the official calculation of the annuity and other transactions within ETERNITY FUNDS are the precise amounts stored on the ETERNITY FUNDS server. As they are rounded out, small discrepancies may exist between the amounts estimated by the user and the amounts actually received.

#### Article 20. Deposits when Opening an ETERNITY FUNDS Account

The minimum amount required to open a new account with ETERNITY FUNDS (whether for the user himself or for a third party) and to receive the annuity provided by Articles 8 and 22 of the present GTCU is 10 000 UNI. To evaluate compliance with this condition, the amount effectively credited to the ETERNITY FUNDS account (after the deduction of costs potentially applied by the relevant banking institutions) and converted into UNI pursuant to Article 19 of the present GTCU is taken into account regardless of the payment currency.

Should the balance be lower than 10 000 UNI, the member will be warned that the minimum threshold has not been met and the user must provide additional funds. The annuity provided for by Articles 8 and 22 of the present GTCU will not be paid until the defined minimum threshold has been exceeded.

#### Article 21. ETERNITY FUNDS Account Deposit

ETERNITY FUNDS members may make deposits into their account by bank transfer, PayPal or credit card. No other means is offered. Specifically, payment by check, bank draft, cash, etc. will not be allowed.

#### Article 22. Annuity Calculation Method

The compensation paid for assets in UNI registered in ETERNITY FUNDS user accounts is calculated at the rate of 10% per year. The calculation is made by using a latent gain equal to 0.0260979% per calendar day, which accumulates up until the payment of the annuity according to the frequency selected by the user, which corresponds to the annual rate of 10.00% on a basis of 365.25 days per year on average. If the user decides to capitalise the interest, this daily gain is added directly to his account balance on each calendar day.

#### Article 23. Annuity Payment Method

All ETERNITY FUNDS users may decide to capitalise their interest, which will then be paid directly into the account opened with ETERNITY FUNDS ("capitalisation" method), or to cash the annuity. The annuity may be paid to the bank account the user entered into his ETERNITY FUNDS profile, to his PayPal account or via a cash card ordered from the site pursuant to Article 26 of the present GTCU (the latter option is only available for accounts with a balance higher or equal to 100 000 UNI) at said user's discretion; this choice may be modified at any time.

The annuity may be paid: annually (once per year on a date chosen by the user); every six months (twice per year on a date chosen by the user and on the same date six months later); quarterly (four times per year on a date chosen by the user and on the same date three, six and nine months later); bi-monthly (six times per year on a date chosen by the user and on the same date two, four, six, eight and ten months later); monthly (12 times per year on a date chosen by the user and on the same date every month of the year); fortnightly (24 times per year on a date chosen by the user and two weeks later, every month of the year). The user can only choose as a date for the initial payment a date in the month ranging between the 1st and the 28th. When the payment day falls on a statutory holiday in the country of the bank used by ETERNITY FUNDS for payments in the currency selected by the member from a list proposed by ETERNITY FUNDS, the annuity is paid on the next business day with no additional compensation. Similarly, ETERNITY FUNDS cannot be held liable for potential bank processing delays that may delay receipt of the annuity.

#### Article 24. Inheritance

At the time their account is opened, ETERNITY FUNDS members decide whether they want to designate persons specifically as heirs to their annuity rights or whether they prefer to designate their beneficiaries as heirs according to the laws of their country (default option). Corporations and individuals may be designated as beneficiaries and said beneficiaries are not necessarily members of ETERNITY FUNDS. ETERNITY FUNDS members may change their beneficiaries at any time during the life of their account and they may also change the breakdown of their annuity rights into a percentage of their ETERNITY FUNDS' assets, with a threshold of 0.1%. ETERNITY FUNDS members may

configure their account so that their beneficiaries must identify themselves to ETERNITY FUNDS after the members' death or else oblige ETERNITY FUNDS to search for their beneficiaries at the end of a certain period of non-connection to their account (five to 100 years, at the user's discretion).

When a person identifies himself to ETERNITY FUNDS to claim a portion of an ETERNITY FUNDS account (by indicating the surname and first name of a deceased user) or when a period of non-connection to an account has expired pursuant to the prior paragraph and ETERNITY FUNDS has found one or more heirs, official documents are required of the beneficiaries in order to establish with absolute certainty that the ETERNITY FUNDS member has deceased. Should certain thresholds defined by ETERNITY FUNDS be exceeded, additional checks will be conducted to ensure no fraud exists. The account in question is then blocked and the related annuity rights are distributed among the beneficiaries designated by the deceased user in accordance with the breakdown of the annuity rights the user had chosen. Heirs who wish to benefit from their annuity must open an ETERNITY FUNDS account and fully accept, without reservation, the GTCU pursuant to Article 5 of the present GTCU. They are subject to all the terms of the present GTCU, in particular Article 20 herein related to the minimum balance of an ETERNITY FUNDS account, and must therefore add to the balance of their account if the assets received as an inheritance are insufficient to benefit from an annuity. The assets of heirs that have not yet been found continue to accrue interest as long as they are higher than the minimum account threshold for an ETERNITY FUNDS account, and are thereafter managed pursuant to Article 25 of the present GTCU. The default option, which consists in designating as the beneficiaries of a user his heirs in accordance with the laws of his country, causes the application of the laws of the State in question to determine the beneficiaries and the proportion of their rights should multiple beneficiaries exist. The cost for a potential legal opinion in difficult cases will be paid from the ETERNITY FUNDS account from which the assets are to be distributed to the beneficiaries. Is considered the State to which the person is legally subject the State that corresponds to the most recent nationality selected by the user in his account, no proof to the contrary being allowed, even should no tie be established between the State in question and the usual place of residence of the person or his true nationality or potential other nationalities should the user have a number of nationalities. A potential false declaration on the part of the user will therefore lead to the application of the laws of the State in question and ETERNITY FUNDS may not be held liable for any damage whatsoever resulting from this choice, which is the user's responsibility.

The search for the beneficiaries of a deceased user, whether they were designated in an insufficiently precise manner or are difficult to locate and contact, is paid by the ETERNITY FUNDS account, the assets of which are to be distributed to the beneficiaries.

#### Article 25. Unclaimed Assets

ETERNITY FUNDS take all measures possible to identify the heirs to an ETERNITY FUNDS account when its holder has not taken measures to designate his beneficiaries in a sufficiently precise manner (for example, by indicating their login for those who are also members of ETERNITY FUNDS) or if he has selected the default opinion, designating as beneficiaries his heirs according to the laws of his country.

During the search for heirs, or if said heirs are never identified, the related assets are set to "capitalisation" mode and therefore continue to accrue interest pursuant to Articles 11 and 22 of the present GTCU. Unclaimed assets remain the property of the unfound beneficiaries and their heirs eternally thereafter and are not the subject of any deduction or transfer to ETERNITY FUNDS' own assets until its potential wind-up pursuant to Article 32 of the present GTCU.

#### Article 26. Cash Card

ETERNITY FUNDS members who have at least 100 000 UNI on their account may ask for a cash card if they so desire. Said card is issued by an external ETERNITY FUNDS partner and sent to the member at his cost to the postal address he indicates in his account. As the card is managed by this external partner, ETERNITY FUNDS has no control over the applicable rates and conditions thereof and cannot be held liable for any damage whatsoever that results from the obtaining and use of said card, which is a personal matter for the ETERNITY FUNDS member; in particular, ETERNITY FUNDS cannot be held liable for the potential fraudulent use of said card, the protection of which is incumbent on the ETERNITY FUNDS member. ETERNITY FUNDS only uses this card as the recipient of the ETERNITY FUNDS member's annuity if the user's account is so configured.



#### Article 27, Gifts

ETERNITY FUNDS members may make gifts (declared or anonymous) to other members by donating a portion of their annuity rights. For security reasons, ETERNITY FUNDS asks for confirmation from a member who wishes to make a gift, which confirmation is reinforced when certain defined thresholds are exceeded. ETERNITY FUNDS cannot be held liable for potential prejudice resulting from the use of this feature and the members must therefore make responsible decisions based on thorough reflection.

#### Article 28. Referral

ETERNITY FUNDS members may refer people they know by inviting them to open an account with ETERNITY FUNDS. Persons referred, as long as they have correctly entered their referrer's login or referral code, are offered a welcome gift of UNI 1,000 on their account. For the first three months of the life of the account, the referrer receives a referral premium of 5% of all payments made by the person referred, with no maximum threshold. Are taken into account the amounts effectively credited to the ETERNITY FUNDS account converted into UNI pursuant to Article 19 of the present GTC.

Referrers are responsible for compliance with the legislation of their country, in particular in relation to savings and financial solicitation, declare they expressly acknowledge that ETERNITY FUNDS may in no case be held liable for any failure on their part in a given country, and declare they are solely liable for their referral activity.

#### Article 29. Charity

A special "Charity" account has been created on ETERNITY FUNDS. This account may accept donations or gifts from members (ETERNITY FUNDS users who are entitled to designate this charity account, the login for which is "Charity", as one of their beneficiaries). Similarly, 5% of the annual earnings of ETERNITY FUNDS are paid into this special account. This account, like all other ETERNITY FUNDS accounts, generates an annuity which is paid quarterly by ETERNITY FUNDS' Board. Are selected only charitable endeavours that are politically and religiously neutral, essentially targeting human development, the protection of the environment, public health and research. The amounts distributed are displayed to the public on the ETERNITY FUNDS site.

#### Article 30. ETERNITY FUNDS Control and Audit

ETERNITY FUNDS, like any foundation in Curaçao (Kingdom of the Netherlands), is subject to the control of Curaçao's competent authorities, in particular, the Central Bank of the Netherlands Antilles. ETERNITY FUNDS' Board also contracts for independent, regular audits of the management of funds owned by ETERNITY FUNDS, which may be publicly displayed on the ETERNITY FUNDS site so as to inform its members thereof.

#### Article 31. Potential Changes

ETERNITY FUNDS reserves the right in the future to cease accepting new payments or to limit amounts at its discretion or to prevent the opening of new accounts or to offer the possibility, under certain conditions, to ETERNITY FUNDS members to recuperate a portion of the assets registered in their account in cash.

#### Article 32. Dissolution of ETERNITY FUNDS

ETERNITY FUNDS has been established for perpetuity. However, ETERNITY FUNDS reserves the right to definitively terminate all or part of its services. The Board of ETERNITY FUNDS, pursuant to its Articles of Incorporation, may decide to dissolve ETERNITY FUNDS if, for example, serious circumstances so require or a significant change to the global economic system makes ETERNITY FUNDS' operations difficult or futile. Should this occur, all of the ETERNITY

FUNDS' funds will be distributed by ETERNITY FUNDS' Board, under the control of an accredited auditor, in the following order:

- all actual payments made by holders of ETERNITY FUNDS accounts less, if applicable, the annuities received,
- all other assets that remain on ETERNITY FUNDS accounts less, if applicable, the amounts the subject of the previous paragraph.

The assets paid to accounts opened for a third party and not yet activated on the date of dissolution will be paid to the person who initiated the opening of the account. Should the person who initiated the opening of the account have deceased, his legal heirs according to the laws of his country replace him and the terms of Articles 24 and 25 of the present GTCU apply.

Half of the potential capital gains accumulated by ETERNITY FUNDS that remain after the full reimbursement provided herein will be paid to the charitable endeavours selected by the Board pursuant to Article 29 of the present GTCU and half will be distributed among all ETERNITY FUNDS account holders proportionally to their UNI assets on the date the decision to dissolve ETERNITY FUNDS is made.

Potential unclaimed assets and accounts will be consigned and continue to be distributed by ETERNITY FUNDS' Board for ten years after the date of dissolution. After the ten year period, the assets that are still not distributed will be allocated by the Board to charitable endeavours it selects pursuant to Article 29 of the present GTCU.

#### Article 33. Liability

The user of the services provided by ETERNITY FUNDS is solely responsible for his acts and his use of the relevant services, which he undertakes at his own risk and peril. He acknowledges and accepts, without reservation, full responsibility for any action undertaken further to a recommendation, opinion, advice or any other item read on ETERNITY FUNDS' site or in the electronic correspondence from ETERNITY FUNDS.

Although ETERNITY FUNDS endeavours to protect the user to the best of its ability from any computer-related risk and despite the secure nature of its site, ETERNITY FUNDS cannot be held liable for the prejudicial consequences of a potential computer attack, pirating, phishing, virus contamination, etc., whether the result of imprudence on the part of the user or a technical failure attributable to ETERNITY FUNDS.

The user undertakes never to directly or indirectly engage ETERNITY FUNDS' liability in any fashion whatsoever whether in his favour or in the favour of any other person for any loss of income, financial loss, or related, indirect or subsequent loss or damage.

The user explicitly undertakes to hold harmless and indemnify ETERNITY FUNDS, its executives, directors, employees, agents, representatives, partners, suppliers, licensors, dealers or consultants as well as, if applicable, to ensure their legal defence and/or hold them harmless against any loss or damage, including the legal expenses and costs resulting from any complaint, claim, legal action and/or proceeding of any nature that may be initiated against them by a third party in relation to the use of ETERNITY FUNDS services by the user or any third party user (in particular, but not exclusively, any person using the user's computer or e-mail address, whether said the ETERNITY FUNDS member previously authorised said use or not) or any violation by the user or third party user of one or more conditions set out in the present GTCI I

#### Article 34. Intellectual Property

ETERNITY FUNDS' internet site, its domain name, content, presentation, software, source codes, hypertext links, trademarks, distinctive signs and logos, as well as all the information and recommendations edited by ETERNITY FUNDS, are subject to a copyright and are therefore fully protected by the laws governing intellectual property and



industrial property. They remain the exclusive property of ETERNITY FUNDS or its partners throughout the world with no limitation in time. The user declares he is aware that the "Eternity Funds" and "EternityFunds.com" names are registered trademarks and the exclusive property of their respective holders. The user may not publish, reproduce, redistribute, transmit or rebroadcast, whether for free or for payment, in any form and in any fashion whatsoever, all or part of the content of the ETERNITY FUNDS site, as well as the e-mail transmissions sent by ETERNITY FUNDS, without the express authorisation of ETERNITY FUNDS. Failure to comply with the above will subject the user to civil or criminal penalties.

#### Article 35. Force Majeure

Should a force majeure event occur (such as a natural disaster, fire, water damage, blocked telecommunications, computer attack, revolution, war, fight, strike, etc.), ETERNITY FUNDS may be required to temporarily suspend all or part of its services and its obligations under the present GTCU. This would in no way, however, prejudice the fundamental inalienable rights of the ETERNITY FUNDS members described in Articles 8 and 11 of the present GTCU, and all the financial payments and capitalisation that should have taken place during the period of suspension will start again in full once the effects of the force majeure event cease.

#### Article 36. ETERNITY FUNDS' Rights

A failure by ETERNITY FUNDS to exercise its recognised rights pursuant to the GTCU does not constitute a waiver of said rights.

#### Article 37. Nullity of Clauses

If any of the clauses of the present GTCU is held to be null or inapplicable, the full force and scope of the other clauses will remain in effect.

#### Article 38. Evolution and Amendments to the present GTCU

ETERNITY FUNDS is entirely free to change the present GTCU at any time, in particular in the context of a technical or commercial evolution in its services or to comply with changes in the law and is not accountable to ETERNITY FUNDS members in this regard. ETERNITY FUNDS undertakes to inform its members of changes to the present GTCU. The use of ETERNITY FUNDS services after potential changes signifies the user's acceptance of said changes.

Said changes may only, however, relate to secondary aspects of the services offered by ETERNITY FUNDS or consist in perfecting the texts and may not call into question or change the financial structure of its services, in particular the terms of Articles 8. 11 and 22 of the present GTCU.

