

## AURAE LIFESTYLE MEMBERSHIP AGREEMENT

The Aurae Lifestyle Membership Agreement (“Agreement”) is between AU Card LLC, doing business at 3300 N. Ashton Boulevard S. 200, Lehi UT 84043, including its affiliates and successors (“AU”, “us”, “we”, “our”) and the applicant, (“you” and “yours”) for the purpose of applying for the Aurae Lifestyle Membership (“Membership”) and its successor (“Membership”) which provides access to private financial services, personal concierge, asset sales, travel booking, personal shopping and other bespoke goods and services. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any other document as part of the Membership, the provision contained in this Agreement shall prevail, govern and control.

**NOW THEREFORE**, in consideration of the promises and covenants hereinafter contained, and other good and valuable consideration, the receipt and legal adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

**Effective Date.** This Agreement for Membership is subject to approval and will not become effective until AU accepts you as a member. You must provide required information about you prior to becoming a Member and AU’s acceptance of you as a Member. The date of AU’s acceptance of this Agreement shall be the Effective Date for Membership purposes, which shall be calculated from the day your financial accounts are opened. Your Membership is subject to annual fees as set forth below, which shall be paid at the beginning of the second anniversary from your acceptance date.

**Privacy Statement.** Please refer to our main Privacy Policy contained at [member.auraelifestyle.com](http://member.auraelifestyle.com) for more information regarding our data handling practices. All terms and provisions contained therein govern AU’s obligations with relevant statutory instruments. All customer data is kept secure and complies to the principles of applicable privacy regulations. We are committed to keeping your personal data secure. We will not pass information we hold about you to any third party other than: (i) to our Services Providers that support the services rendered to you under this Agreement; (ii) to persons acting as our agents or partners under strict confidentiality obligations, (iii) to agencies and other organizations who may use or request your information to prevent and detect fraud, money laundering, terrorist financing or other financial crimes. If we transfer information to a third party in a country, we will ensure that the third party agrees to apply the same levels of protection that we are legally obligated to maintain when we process personal data. You have a right to inspect the personal data we hold about you. You will be solely responsible for ensuring that the details you provide to us are true, complete and accurate.

**Personal Data.** The information we collect from you may include your name, physical address, phone number, electronic email address, date of birth, taxpayer ID number, national ID, a self-portrait photograph, bank account information, credit card information, etc. You agree to promptly provide us with the information we request for the purpose of identity verification and to comply with applicable regulations regarding anti-money laundering and terrorist financing. To verify your identity, we may use our Service Providers, digital tools and other electronic records and commercial and governmental databases to obtain a positive match of legal name and address. Sometimes finding your information using such databases does not work because the information is unavailable, or your name or address has changed. If we cannot verify your personal information, we will ask you to send us documentation through to our customer onboarding team that confirms your identity which you agree to provide in a timely manner as requested.

**Services.** The Services provided to Members are those listed in Schedule 1. E-Money services and payment services are provided through AU’s trusted independent third-party service providers under the separate provided terms and conditions and cardholder agreements (collectively the “Service Providers”).

**Digital Assets.** Membership provides Members the opportunity to sell digital assets (also referred to as “cryptocurrency” or “crypto”) and use proceeds to purchase goods and services or receive proceeds of the sale into designated accounts, subject to a separate successful KYC and acceptance by our Service Providers. The deposit of asset sale proceeds shall incur a fee which shall be assessed at the time of the transfer from AU to Member’s

designated account or prior to proceeds being used to pay for goods and/or services. Please refer to the “Auraa Lifestyle Digital Asset Agreement” for more information regarding this service. You agree that you assume the risks of loss from a general suspension or prohibition in buying, selling or owning digital assets by any governmental authority from which either party of this Agreement may be subject to. You agree to bear all the costs associated with the refund or return of the Digital Assets should we need to comply with any regulatory obligations. You understand that the price or value of digital assets can rapidly increase or decrease at any time. The risk of loss in holding digital assets can be substantial. Digital Assets received by us in relation to cryptocurrency transactions will not be safeguarded. We do not make any representation regarding the advisability of transacting in digital assets. We cannot guarantee the timeliness, accurateness, or completeness of any data or information used in connection with you holding any exposure to Digital Assets. You are responsible for all taxes associated with the Digital Assets.

**Payments.** You are hereby liable for the payment of the fees set forth herein and as amended from time to time. You agree to promptly tender payment for all Services provided to you by or through AU and its Service Providers. All payments, costs and fees under this Agreement are non-refundable and not prorated, except as provided under applicable law. Late payments shall accrue interest at 3% interest per calendar month or the maximum amount allowed under applicable law. You are responsible for all costs associated with payment collection, including but not limited to attorney fees, our staff time cost, operational costs and court costs and you agree to indemnify AU for all costs associated with collection. You acknowledge and agree that such amounts shall be directly debited from your account(s) by AU. If you fail to make payment for the annual renewal fee, your account may go inactive and no services or benefits may be rendered to you until payment is received. If you fail to make any payment and amounts due cannot be sufficiently collected, we may choose to terminate your account after 60 days the payment is due, and we may proceed to collect due amounts under this Agreement. All benefits or rights you may have under the Membership shall automatically terminate, irrevocably.

**Card.** If you receive a physical card under your Auraa Lifestyle Membership (“Card”), whether it is a gold Card or another type of Card, you acknowledge and agree that AU is the sole and exclusive owner of the physical Card at all times. You acknowledge and agree that you only have the right to possession and use of the card pursuant to this Agreement and the Auraa Lifestyle Cardholder & Currency Account Terms and Conditions and you shall acquire no right, title, or interest in the Card. You shall not pledge or encumber the Card in any way. At AU sole discretion and request, you agree to return the Card to AU within ten business days from such request at your risk and expense.

**Benefits.** By continuously using your Auraa Lifestyle Membership, you may be eligible to access different lifestyle and financial benefits and rewards offered by AU, in accordance with the present Agreement and other terms and conditions as determined by AU from time to time. These benefits include, but are not limited to, Travel Purchase Discounts, Product Procurement, Event Access, Car Rentals, etc.; which are all outlined in this Agreement (Schedule 1).

Members acquire no vested or accrued right or entitlement to the continued availability of any particular rewards, benefit, redemption or levels. Some benefits are subject to availability in your country of residence or in the country wherein the benefit is offered. Prices may be subject to exchange rates. Requests or deposits are non-refundable, partial refund exceptions may apply to event of cancellations only after cancellation charges are collected. Local taxes are mandatory in various countries. Any taxes, fees or other costs related to these benefits may be withheld or set off from your accounts with us or from any other amounts you may receive in your accounts. AU reserves the right to revoke, terminate, suspend or modify the Benefits and any and all rewards, points, redemptions or levels related thereto in its sole discretion with no prior notice. Please refer to the Limitation of Liability Section of this Agreement for more information.

**Membership Rules and Regulations.** You acknowledge and agree that you have received, read, understood, and agreed to this Agreement by using the membership. You agree to be fully bound by the terms and conditions of this Agreement and any changes made from time to time by AU at its sole discretion. If you do not agree with an updated or amendment to this Agreement, you agree to cancel your Membership within 10 days of the amendment and not utilize the Membership. Your continued use of your Membership is unequivocal evidence of your agreement

of any changes to this Agreement. Check back to our website often to remain apprised of the current version of this Agreement and the Aerae Lifestyle Cardholder & Currency Account Terms and Conditions. Membership which have not completed financial (including traditional or non-traditional currency) may be charged an inactivity fee pursuant to the Aerae Lifestyle Cardholder & Currency Account Terms and Conditions. You acknowledge and agree that inactivity fee will be deducted by Aerae Lifestyle from your currency wallet(s), card account or crypto wallet(s), as applicable without further notice to you. This fee is applicable for the entire duration of the Membership.

**Administrative Fee.** AU reserves the right to assess an Administrative Fee of 1.98% applicable to all account(s) funding methods. This fee is assessed by AU to all Aerae Lifestyle members. If AU cannot charge this fee at the time of funding, you agree that AU may deduct the Administrative Fee from any of your account(s) after the account funding method takes place. Please refer to the Aerae Lifestyle Cardholder & Multi Currency Account Terms and Conditions for more information about funding your accounts. We reserve the right to change, discount or waive the Administrative Fee at any time at our sole discretion. Please refer to the Non-Waiver section of this Agreement. Check back to the current version of this Agreement often to remain apprised of the current Administrative Fee provisions.

**No Ownership or Right to Participate in Management.** You acknowledge and agree that the Membership does not include (i) any ownership, equity, or other proprietary interest in AU or any of its assets, (ii) any right to receive or participate in AU's earnings, nor (iii) any voting rights or any right to participate in AU's management or operation.

**Contact.** You expressly agree to be contacted by AU and associated third-party Service Providers through the phone number and email address provided by you. You agree to receive all Membership information through the email and telephone number you provide. You hereby authorize AU and its Service Providers to contact and obtain information from your personal references identified herein. You also authorize AU to inquire after your bank and creditors concerning you and to conduct any other check of your personal history. AU shall keep any information obtained confidential with respect to persons not authorized by AU and its Service Providers to evaluate your application.

**Termination.** You may cancel this Agreement by sending notice to AU at any time in accordance with applicable law. All fees are non-refundable upon termination. AU may terminate immediately this Agreement at any time for breach of this Agreement by you, however our termination of this Agreement does not relieve you of your obligation to pay any outstanding amounts owed to us. AU may also terminate this Agreement, without cause, at any time by giving written notice to you. Our Service Providers may also terminate or discontinue the products or services included in this Agreement, without cause, at any time by giving written notice to you. Please refer to the currency and cardholder terms and conditions to review the account process upon termination of this Agreement. YOU HEREBY HOLD HARMLESS AU AND ITS SERVICE PROVIDERS AGAINST ANY LOSS OR DAMAGE RESULTING FROM OR IN CONNECTION WITH THE TERMINATION OF THIS AGREEMENT OR CESSATION OF THE SERVICES PROVIDED HEREIN BY ANY REASON.

**Indemnification and Assumption of Risk.** By using the Membership, You agree to indemnify, defend and hold AU and its Service Providers (and both of their owners, officers, employees and other agents) harmless from and against any and all liabilities, costs (including reasonable attorneys' fees, court cost, arbitration costs, expert witnesses), claims, demands or damages ("Damages") related to this Agreement including Damages incident to or arising out of the acts or omissions by you, your family members, or anyone including but not limited to spouse/partners, children, employees, friends, household staff, or anyone acting under your direction with or without written permission, by you to use the Membership or Services as a guest ("Guest"). You agree that you will reimburse AU for any and all transactions or Service which are made by Guests. Member agrees to fully cooperate in the civil and criminal prosecution of anyone, including themselves, engaged in unauthorized use of your account and/or assets, and your failure to cooperate will be deemed as the claimed unauthorized transaction or Service as being authorized by you as valid and you shall be responsible to indemnify AU for all expenses incurred during the review, investigation and resolution of any such claim or Damages. You hereby authorize AU to deduct indemnification amounts from any of your account or asset proceeds.

**Limitation of Liability.** IN NO EVENT WILL AU BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE OR OTHER ECONOMIC DAMAGE) WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE WHETHER YOU HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AU AND ITS SERVICE PROVIDERS DO HEREBY DISCLAIM ANY AND ALL WARRANTY, GUARANTEE AND/OR REPRESENTATION, EXPRESS OR IMPLIED, REGARDING ALL GOODS AND SERVICES PURCHASES MADE THROUGH AU OR BY OUR THROUGH ITS SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO GOODS DAMAGED, UNDELIVERED OR OTHERWISE, TRAVEL SERVICES, HOTELS, TRANSPORTATION, LODGING, CONCIERGE SERVICES, AIRFARES AND/OR CHARTERS, OR ANY OTHER SERVICE AND/OR GOODS PROVIDED, ALL GOODS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR GUARANTEE OF ANY TYPE. IN ANY OTHER CASE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST AU FOR ANY ACT OR OMISSION HEREUNDER WILL NOT EXCEED THE LESSER OF THE AMOUNTS PAID UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS PRECEDING THE DATE OF NOTICE OF THE APPLICABLE CLAIM. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND DEEMED A WAIVER BY MEMBER. ANY INSTRUCTIONS OR ORDERS PLACED BY YOU WILL BE COMPLETED TO THE BEST OF OUR ABILITY, WE MAKE NO GUARANTEE OR WARRANTY OF MERCHANTABILITY REGARDING SUCH. YOU WAIVE RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW UNDER THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND RELEASE AU FROM ALL CLAIMS AND OBLIGATIONS UNDER THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS.

**Disputes.** This Agreement is governed exclusively by the laws of the State of Utah without regard to the conflict of laws. The exclusive venue for all disputes shall be decided in Salt Lake City, Utah by binding arbitration. This Agreement is written and available in English and all correspondence with you in respect of your Membership shall be in English. In the event that this Agreement is translated, the version in English shall take priority. Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration under the JAMS Rules. Either party agrees to provide to the other a 30-day written notice of dispute. Both parties in this Agreement will bear their own costs to initiate a dispute through arbitration. The prevailing party shall have the right to collect from the other party its reasonable costs, including but not limited to attorneys' fees and expert witnesses. YOU IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY OBJECTION THAT YOU MAY HAVE OR HEREAFTER HAVE TO THE LAYING OF THE VENUE INCLUDED IN THIS CLAUSE, AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF SIX MONTHS OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. YOU AGREE AND UNDERSTAND THAT YOU AND WE ARE GIVING UP: (I) THE RIGHT TO TRIAL BY JURY; (II) THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY FORM OF CLASS ACTION INCLUDING BUT WITHOUT LIMITATION ANY CLASS ARBITRATION ("CLASS ACTION WAIVER").

**Non-Waiver.** No delay or failure on the part of AU in exercising any right hereunder shall operate as a waiver of any right, as the case may be, except to the extent specifically waived in writing.

**Language:** This Agreement is written and available in English and all correspondence with you in respect of your Account(s) shall be in English. In the event that this Agreement are translated, the version in English shall take priority.

**Assignability.** This Agreement is assignable in whole or part by AU at any time without notice. This Agreement and Membership are personal to the Member and are not assignable by Member to any other entity or individual.

**Amendments.** AU may change this Agreement and any of its provision herein contained at any time at its sole discretion, including without limitation changing existing fees or introducing new fees. All such changes will be posted on our website [member.auraelifestyle.com](http://member.auraelifestyle.com) and such other means that we agree with you.

**Enforceability.** In the event that any part of this Agreement is held not to be enforceable, this shall not affect the remainder of this Agreement which shall remain in full force and effect. Your payment and/or use of the Membership is conclusive evidence of your agreement to be bound by the terms and conditions of this Agreement.

**Customer Services.** AU or Aerae Lifestyle Relationship Manger may be contacted in the following ways:

Mobile Application: Refer to the "Contact Us" information in the mobile application

Email: [relationshipmanagers@aucorp.com](mailto:relationshipmanagers@aucorp.com)

Phone: +82 704 784 4351

Post: AU Card LLC, 3300 N. Ashton Blvd. S 200 Lehi UT 84043

Attention Aerae Lifestyle Relationship Manager

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Last Updated: June 18, 2020

## SCHEDULE 1: MEMBERSHIP MATRIX MEMBERSHIP SERVICES, FEES AND BENEFITS

Fees are due at the time of service and are non-refundable, unless otherwise provided under applicable law. Please refer to the Aurae Lifestyle Cardholder & Multi-Currency E-Money Account Terms and Conditions for fees associated with your card and e-money accounts. Membership services and benefits are subject to change without notice; AU reserves the right to make substitutions. Members who qualify for the currency account will be notified and issued an individual multi-currency e-money account subject to the Aurae Lifestyle Multi-Currency E-money Account Terms and Conditions. If a Member does not qualify for a currency account, the Aurae Lifestyle Currency Account Terms and Conditions are not applicable to such unqualified Member and the unqualified Member will not be issued a currency account.

Fee / Service	Aurae Lifestyle Membership
Annual Renewal (starting year 2) *	€1,000.00*
Card Type Availability**	Aurae Lifestyle bespoke Gold Card or Aurae Lifestyle Plastic Card
24/7 Concierge Team***	Included
Multi-Language Assistant	Included
Dedicated Phone Hotline Support	Included
Digital/Crypto Wallets (BTC, ETH, BCH) ****	Included
Crypto Liquidation Fee	0.00%
Crypto Price Spread	2.00%
Crypto Send External	0.75%
Administrative Fee	1.98%

\* Annual Renewal Fee may change at any time at our sole discretion.

\*\*Please refer to the Aurae Lifestyle Cardholder & Multi-Currency E-Money Account Terms and Conditions for the fees associated with the card and currency accounts. This is a separate agreement and contains its own fee schedule.

\*\*\* Concierge Services may include personal shopping, luxury product procurement, VIP dining, Private Event & Party Consultee, travel discounts, car rentals, and others that we may from time to time offer. Please refer to the Limitation of Liability Section of this Agreement.

\*\*\*\* Please refer to the Aurae Lifestyle Digital Asset Agreements for more details about this service.