

AURAE LIFESTYLE MEMBERSHIP AGREEMENT

This membership Application and Agreement (“Membership Agreement” or “Membership”) is between AU Card, LLC, 3300 N. Ashton Blvd, Suite 200, Lehi, UT 84043 (“Auræ”) and the applicant (“Applicant”) for the purpose of applying for Membership in the Auræ Lifestyle Membership which provides personal concierge, VIP procurement, and Bespoke services.

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:

Auræ Membership is an exclusive personal concierge, VIP procurement and bespoke services membership. The membership, after acceptance of the applicant, offers the opportunity to apply for an exclusive financial product through a regulated financial institution. The financial product is subject to all applicable laws, regulations and requirements of such financial institution and is contingent upon independent approval by such financial institution, (the “Issuer”). “Auræ” shall include affiliates, parents, subsidiaries, subcontractors, Issuer and any other entity engaged on Auræ’s behalf.

Upon independent Applicant approval by Issuer you will be provided the financial product agreement, (the “Cardholder Agreement”). The Cardholder Agreement is a separate agreement from this Membership Agreement and will not become effective until Issuer provides independent approval of Applicant.

The date of Auræ’s acceptance of this Membership Agreement shall be the Start Date. Issuer is not bound by the terms and conditions of this Agreement nor obligated to approve Applicant based upon Auræ’s acceptance this Membership Agreement.

Contact. Applicant expressly agrees to be contacted at the phone number provided within the application and receive email at the email address provided therein by Auræ. Auræ has the right, but not the obligation, to periodically contact Applicant with information, updates, and special offers via email, direct message, or SMS when their card is launched. If there are any inaccuracies in such correspondences, Auræ will not be held responsible.

Services. The Services provided through Auræ are provided by Auræ and trusted independent third-party services. The level, detail and costs of Services is determined by the membership level Applicant elects to purchase. (See Auræ website for further details) Applicant is responsible for the payment of all account fees, membership dues, and services contracted through the VIP concierge service and Applicant hereby authorizes Auræ to directly debit your account and/or credit/debit card on file with us for cost and fees of the account, membership dues, and services purchased through the concierge service.

Card Insurance. In the event you are approved for the financial product, the physical gold card, not the financial services, are covered under this Agreement. In the event you purchase a solid gold card, the 14k and 18k Card is insured

through Lloyds of London. In the event the card is lost or stolen, call your Auras Relationship Manager and we will initiate the manufacturing of a gold replacement card. The gold replacement card will take approximately twenty-five (25) to forty-five (45) business days to arrive, depending upon the level of card customization. The first replacement of your card is covered, subsequent replacement cards will incur a replacement cost of not less than 15,000.00, depending upon the current gold price and shall be deducted directly from your Card Account.

Card Recasting. Your card will be recast every five (5) years at no cost to you. Contact your Auras Relationship Manager for details.

Membership & Payment. The Applicant is hereby applying for a specific classification and category of membership (“Membership”) as indicated in the Schedule below.

Payment. Payment shall be submitted with this Membership Agreement. Applicant will be liable for payment from the Start Date and is committing to a minimum one-year membership from the Start Date. All payments, membership costs and fees under this Membership Agreement are *non-refundable unless this Membership Agreement is not accepted*.

Late payments shall accrue interest at 1.5% interest or the maximum amount allowed under applicable law. Applicant shall be responsible for all costs associated with payment collection, including but not limited to attorney fees and court costs.

Membership Rules and Regulations. The Applicant has received, read, understood, and

agreed to this Membership Agreement. The Applicant agrees fully to be bound by the terms and conditions of this Membership Agreement as changed from time to time without notice. Applicant is encouraged to check the website often for any changes to this Agreement.

No Ownership or Right to Participate in Management. In all membership categories the Applicant acknowledges and agrees that Membership in Auras does not include (i) any ownership or other proprietary interest in Auras or any of its assets, (ii) any right to receive or participate in the earnings of Auras, or (iii) any voting rights or any right to participate in the management or operation of the Auras Lifestyle Membership program.

Authorization to Contact References. The Applicant authorizes Auras to contact and obtain information from the Applicant’s personal references if provided. The Applicant also authorizes Auras to inquire of the Applicant’s creditors concerning the Applicant’s credit worthiness, promptness of payments, or other data to review the Applicant’s credit rating and to conduct any other check of the Applicant’s personal history. Auras shall keep any information obtained confidential with respect to persons not authorized by Auras to evaluate the Applicant’s application.

Indemnification and Assumption of Risk. By agreeing to this Membership Agreement through acceptance of any services provided by Auras, the Applicant, upon becoming a Auras Member agrees to indemnify, defend and hold Auras and its owners, officers, employees, partners, affiliates, subsidiaries and other agents (collectively “Auras”) harmless from and against any and all liabilities, costs (including attorneys’ fees), expert costs, internal costs, claims, demands or damages incident to or

directly or indirectly arising out of the acts or omissions of the Applicant, his or her Family members, employees, partner, staff or anyone given permission or acting under the direction of Applicant, and/or directly or indirectly related to the Applicant or Applicant's Membership and/or services provided by AURAE. In addition, Applicant agrees to indemnify and hold AURAE harmless from any and all damage to the Applicant's person or property, and the person or property of the Applicant's Family and Guest arising out of or relating directly or indirectly to the Membership. Applicant agrees that Applicant will reimburse AURAE for any and all transactions which are made by Guest. Applicant agree to fully cooperate and indemnify AURAE for any costs, fees, damages, staff time, or other amounts spent directly or indirectly related to any civil and/or criminal prosecution, investigation, court or regulatory responses related directly or indirectly to the Applicant or Applicant's Membership. Applicant's failure to cooperate with the investigation or prosecution of an unauthorized use of the card or Membership will be deemed as the claimed unauthorized transaction as being authorized by Applicant as valid and Applicant shall be responsible to indemnify AURAE for all expenses incurred during the investigation and resolution of any such claim. Applicant hereby authorizes AURAE to deduct all indemnification amounts from Applicant's account held in connection with the Membership.

Limitation of Liability. AURAE TO THE FULLEST EXTENT PERMITTED BY LAW, AURAE'S TOTAL LIABILITY (INCLUDING ATTORNEY FEES AWARDED UNDER THE AGREEMENT) TO APPLICANT FOR ANY CLAIM BY APPLICANT WILL BE LIMITED TO 10,000USD. IN NO EVENT WILL AURAE BE LIABLE TO APPLICANT 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 AURAE HAS BEEN PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DOES HEREBY DISCLAIM ANY WARRANTY AND/OR REPRESENTATION, EXPRESS OR IMPLIED, REGARDING ALL GOODS AND SERVICES PURCHASES MADE WITH THE CARD.

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. IN THE EVENT OF A PAYMENT THE DATE OF OCCURRENCE SHALL BE THE DATE OF PAYMENT. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

The acceptance of services of this Membership Agreement constitutes an unconditional acceptance by the Applicant of the terms and conditions of this Membership.

The submission of this Membership Agreement to AURAE does not constitute approval of Applicant of the Membership Agreement, as an AURAE Member nor of the financial product until Applicant has received written notice from AURAE of acceptance and the payment in full of the fees. Upon acceptance of this application by AURAE and payment in full by the Applicant, the Applicant will become an AURAE Lifestyle Member.

This Membership shall be exclusively governed by the laws of the State of Utah, USA, without regard to its conflict of laws principles, and all actions shall be in the state or federal courts located within SLC, Utah. Each party waives any

objection it may have to venue or jurisdiction with respect to actions brought in such courts. BOTH PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER WRITTEN OR ORAL), OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL TERM OF THE AGREEMENT AND INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

Each party agrees that they participated in the drafting of this Membership and, in the event that any dispute arises in the interpretation or construction of this Membership, no presumption shall arise that either one party or the other drafted this Membership.

This is the entire agreement between the parties and supersedes any prior written or oral communications. This Membership shall only be modified in writing signed by an authorized agent of both parties.

Severability – In the event any part of this Membership is deemed by a court to be invalid or unenforceable, such provision shall be deemed to have been omitted from this Membership as long as the underlying intent of the Membership is met, with the remainder of this Membership remaining in full force and effect.

No third party rights shall arise under this Membership. Your Membership shall terminate upon closure of all accounts after all payments due hereunder have been paid or terminated by Auraa. Auraa may terminate this Membership for any reason or no reason in its sole discretion.

Schedule 1: MEMBERSHIP DUES and FEES

Approved Members will have their accounts debited by Auraa for all Membership Fees and Dues per the below schedule. Auraa Membership Dues and Account Fee Schedule:

Type	Description	Notes
Annual Membership Dues	Includes your Lloyd’s of London annual insurance coverage; complimentary card recasting upon card expiration date; and VIP concierge 24/7 access	Billed in 4 equal installments beginning 45 days for 6 months until paid in full. Annual Dues will be billed on the same schedule beginning on the anniversary date of account funding each calendar year for a total of \$5,000 USD annually. *** Annual dues are waived provided you spend a minimum of \$2 million USD through your account.
Initial Minimum Deposit	Upon Issuer approval, You will have 30 days from the opening of your account to fund a minimum of \$250,000 USD.	Should you not meet the minimum account funding within the first 30 days as outlined, you will be assessed a monthly custodial account maintenance fee of \$497 per month until the minimum funding amount is attained. *** Should account minimum be achieved, there will be no monthly maintenance fee assessed.
Deposit Administration Fee	All approved deposits will be assessed a 5% administration fee	Deposit administration fee is assessed and debited at the time of initial and ongoing deposits are approved and credited to your account.
Annual Minimum Spend	Annual minimum spend of \$1 million USD to be spent through the account each year.	If the \$1 million USD minimum spend is not achieved, your account will be assessed a \$7,500 custodial maintenance fee. Accounts are evaluated on an annual basis and fees will be assessed on an individual basis.

Auraa Solid Gold MasterCard Fee Schedule:

Please refer to the Cardholder Agreement containing the complete Terms and Conditions of card usage and fees.

*******By using Auraa’s services, you AUTOMATICALLY AGREE to this Membership Agreement, and all corresponding Terms and Conditions.*******

**Membership service and benefits are subject to change without notice; AU reserves the right to make substitutions.*