

**BC PREMIER MEMBERSHIP APPLICATION AND AGREEMENT**

This BC PREMIER MEMBERSHIP AGREEMENT (“Agreement”) is between, AU Card Limited dba BC Premier, 38 Chancery Lane London, UK WC2A 1EN (“Club”) and the applicant, (“You” and “Yours”) for the purpose of applying for Membership in BC Premier (“Membership”) which provides personal concierge, asset sales, travel booking, personal shopping and other bespoke goods and services.

**Member Identification Program Notice:** In order to help fight the funding of terrorism, money laundering activities, criminal activities, and identity theft, we are required to obtain, verify, and record information that identifies each person who transacts with us. What that means to You is that when you apply to become a Member, You will need to provide Your full name, date of birth, country of residence, email address, cell phone number and other information that will allow us to identify You. You warrant and guarantee that the documentation and information provided by You during the application process and in this Agreement is accurate and complete. US citizens and residents are not eligible for Membership.

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:

This Agreement for membership is subject to approval and will not become effective until Club accepts You as a member. You must provide required information about you prior to becoming a Member and Club’s acceptance of You as a Member. The date of Club’s acceptance of this Agreement shall be the Start Date.

**Contact.** You expressly agree to be contacted by Club and associated third-party Service Providers through the phone number and email address provided by You. You agree to receive all membership information and marketing through the email and telephone number You provide. You agree that Club may share Your personal information to our affiliates and third-party Service Providers.

**Services.** The Services provided to Members are those listed in Schedule 1. Services are provided through Club and trusted independent third-party service providers (collectively the “Service Providers”).

**Asset Sale.** Membership provides Members the opportunity to sell assets 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 provider. The acceptance of asset sale proceeds shall incur a fee which shall be assessed at the time of the transfer from Club to Member’s designated account or prior to proceeds being used to pay for goods and services. The manner and fees associated with the transfer will be in accordance with Club’s then current policy and procedure at the time of transaction. The current Club policy and procedure is available at the time of transfer and Member is responsible to read the conditions of the asset sale and applicable policy presented at the time of transfer. Member expressly agrees to Club’s policies and procedures regarding the proceeds of the asset sales by Member’s use of the Service.

**Payment.** Member is 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 Club, Service Providers and

affiliates. You hereby authorize us to directly debit from Your account or asset sale proceeds all amounts owed by You to us. All payments, costs and fees under this Agreement are non-refundable and not prorated.

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 and court costs and you agree to indemnify Club for all costs associated with collection.

**Membership Rules and Regulations.** You acknowledge and agree that You have received, read, understood, and agreed to this Agreement. You agree to be fully bound by the terms and conditions of this Agreement and any changes made from time to time. If you do not agree with an the updated or amendment to this Agreement, You agree to cancel your Membership, Your continued use of Your Membership is evidence of Your agreement of any changes to this Agreement. Check back to the website often to remain apprised of the current Agreement’s terms and conditions.

**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 Club or any of its assets, (ii) any right to receive or participate in its earnings, nor (iii) any voting rights or any right to participate in its management or operation.

**Authorization to Contact References.** You hereby authorize Club and its Service Providers to contact and obtain information from Your personal references identified herein. You also authorize Club to inquire after Your bank and creditors concerning You and to conduct any other check of Your personal history. Club shall keep any information obtained confidential with respect to persons not authorized by Club and its Service Providers to evaluate Your application.

**Indemnification and Assumption of Risk.** By using the Membership, You agree to indemnify, defend and hold Club and its Service Providers (and their owners, officers,

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employees and other agents) harmless from and against any and all liabilities, costs (including reasonable attorneys' fees), claims, demands or damages incident to or arising out of the acts or omissions by You or Your family members or anyone given permission by You to use the Membership or Services as a guest, ("Guest"). You agree to hold Club and its Service Providers (and their owners, officers, employees and other agents) harmless from any and all damage to You, and/or Your person, personal property and/or property, and Guest's person, personal property and/or property arising out of or relating to the use of Club Services and/or services by its Service Providers.

You agree that You will reimburse Club for any and all transactions or Service which are made by anyone authorized by You to use Your account and/or assets, including but not limited to Your children, Your spouse/partner, Your household staff member(s), Your Guest(s) and/or employees, and anyone acting under Your direction or permission whether in writing or otherwise. Member agrees to fully cooperate in the civil and criminal prosecution of anyone 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 Club for all expenses incurred during the investigation and resolution of any such claim. You hereby authorizes Club to deduct indemnification amounts from Your account or asset proceeds.

Limitation of Liability. CLUB and its SERVICE PROVIDERS (collectively "CLUB") TO THE FULLEST EXTENT PERMITTED BY LAW LIMIT CLUB'S TOTAL LIABILITY (INCLUDING ATTORNEY FEE) TO YOU FOR ANY CLAIM BY YOU OR ANYONE CLAIMING UNDER YOU WILL BE LIMITED TO €1,000. IN NO EVENT WILL CLUB 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 CLUB HAS BEEN PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CLUB AND IT SERVICE PROVIDERS DO HEREBY DISCLAIM ANY AND ALL WARRANTY, GUARANTEE AND/OR REPRESENTATION, EXPRESS OR IMPLIED, REGARDING ALL GOODS AND SERVICES PURCHASES MADE THROUGH CLUB OR BY OUR THROUGH ITS SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO GOODS DAMAGED, UNDELIVERED OR OTHERWISE, TRAVEL SERVICES, HOTELS, TRANSPORTATION, LODGING, CONCIERGE SERVICES, AIR FARES 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.

NO MEMBER 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. 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.

The submission of this Membership Agreement to Club does not constitute acceptance of the Membership Agreement as a Club Member until Member has received written notice from Club of acceptance. Upon written acceptance of this application by Club and payment in full by the Member, the Member will become a Member.

Jurisdiction. This Agreement is governed by the laws of the UK. The venue for all disputes shall be decided through binding arbitration in the UK.

This Agreement is assignable by Club. This Agreement and Membership are personal to the Member and are not assignable by Member to any other entity or individual.

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.

**Schedule 1: MEMBERSHIP MATRIX**

**MEMBERSHIP SERVICES, FEES AND BENEFITS:**

Fees are due at the time of service and are non-refundable due to the nature of the product and services provided.

	Services and Benefits *
BC Premier	20-30% travel discount; Access to exclusive events; Asset sale liquidation fee 2.0%** Daily maximum liquidation amount €200,000 25 Free requests per month for Travel & Shopping additional request €9.95 completed orders and €4.20 for quotes only. Shipping charges apply

*\*Membership services and benefits are subject to change without notice; Club reserves the right to make substitutions.*

*\*\*Asset liquidation fees include converted fiat conversion rate from our Service Providers in addition to the stated fees. Asset sale liquidation is dependent upon market fluctuations and are noncancelable once an order has been placed.*

Only Members who pass KYC and are accepted for financial services and agree to be bound by the below BC Premier Account Terms and Conditions are eligible for a currency account in addition to concierge services. Members who qualify for the currency account will be notified and issued an individual currency account subject to the attached BC Premier Currency Account Terms and Conditions. If a Member does not qualify for a currency account, the attached BC Premier Currency Account Terms and Conditions are not applicable to such unqualified Member and the unqualified Member will not be used a currency account. Concierge services are available to all Members regardless of the Member's qualification for a currency account.