

# Onyx Premier Membership Application And Agreement

This ONYX PREMIER MEMBERSHIP AGREEMENT (“Agreement”) is between, Onyx Premier (dba of AU Card, LLC), located at 3300 N. Ashton Blvd. Suite 200, Lehi UT 84043, (“Onyx Premier”) and the applicant, (“You” and “Yours”) for the purpose of applying for Membership in Onyx Premier (“Membership”) which provides personal concierge, asset sales, travel booking, personal shopping and other bespoke goods and services.

## Onyx Premier Privacy Policy Statement

All customer data is kept secure and complies with all privacy laws applicable to Onyx Premier. Some examples of the information we collect and verify can include your name, physical address, date of birth and National ID. To verify your identity, we may use electronic records and national databases to obtain a positive match of legal name and address.

**Note:** Sometimes finding your information using the National Database 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 electronically send us documentation through to our customer onboarding team that confirms your identity.

**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 Onyx Premier accepts You as a member. You must provide required information about you prior to becoming a Member and Onyx Premier’s acceptance of You as a Member. The date of Onyx Premier’s acceptance of this Agreement shall be the Start Date.

**Contact.** You expressly agree to be contacted by Onyx Premier 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 Onyx Premier 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 Onyx Premier and trusted independent third-party service providers (collectively the “Service Providers”).

**Asset Sale.** Membership provides Members with 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 provider. The acceptance of asset sale proceeds shall incur a fee which shall be assessed at the time of the transfer from Onyx Premier 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 Onyx Premier's then current policy and procedure at the time of transaction. The current Onyx Premier policy and procedure is available at the time of transfer and the Member is responsible to read the conditions of the asset sale and applicable policy presented at the time of transfer. Member expressly agrees to Onyx Premier's policies and procedures regarding the proceeds of the asset sales by Member's use of the Service.

**Payment.** Members are 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 Onyx Premier, 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 subject to applicable law. You are responsible for all costs associated with payment collection, including but not limited to attorney fees, staff time cost, operational costs and court costs and you agree to indemnify Onyx Premier for all costs associated with collection.

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 ONYX PREMIER FOR ALL COSTS ASSOCIATED WITH COLLECTION. If you fail to make any payment and amounts due cannot be sufficiently collected, we may choose to terminate your account after 10 days the payment is due and we may proceed to collect due amounts under this Agreement. All benefits you may have under the Onyx Premier Membership shall automatically terminate, irrevocably.

**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. You agree that Onyx Premier may modify this Agreement from time to time at its sole discretion, without prior notification. We reserve the right to notify you of any changes under this Agreement. All changes to this Agreement shall be effective immediately upon posting in [www.onyxpremier.com/membership-agreement/](http://www.onyxpremier.com/membership-agreement/). If you do not agree with the update or amendment to this Agreement, You agree to cancel your Membership (subject to this Agreement), 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. Members who have not completed financial and/or crypto transactions for a period of 30 consecutive days shall be charged a membership maintenance fee of \$35.00 per month or the equivalent in EUR, GBP, or other fiat wallet currency (set out below) which shall be charged the first day of the following month of inactivity and shall continue until transactions resume. You acknowledge and agree that the membership

maintenance fee will be deducted by Onyx Premier from your currency wallet(s), card account or crypto wallet(s). This fee is applicable for the entire duration of the membership.

**Administrative Fee.** Onyx Premier reserves the right to assess an Administrative Fee of 1.98% applicable to all account(s) funding methods. This fee is assessed by Onyx Premier to all Onyx Premier members, irrespective of any tier. If Onyx Premier cannot charge this fee at the time of funding, you agree that Onyx Premier may deduct the Administrative Fee from any of your account(s) after the account funding method takes place. Please refer to the Onyx Premier Currency and Card 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.

**Benefits.** By continuously using your Onyx Premier Membership, you may be eligible to access different lifestyle and financial benefits and rewards offered by Onyx Premier, in accordance with the present Agreement and other terms and conditions as determined by Onyx Premier from time to time. 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. Exceptionally, cancellations may be partly refundable, but cancellation charges may apply. Additional 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 Onyx Premier accounts or from any other amounts you may receive under this Agreement. Onyx Premier 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.

**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 Onyx Premier 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.

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

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

employees and other agents) harmless from and against any and all liabilities, costs (including reasonable attorneys' fees or expert witnesses costs), 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 ONYX PREMIER 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 ONYX PREMIER SERVICES AND/OR SERVICES BY ITS SERVICE PROVIDERS.

You agree that You will reimburse Onyx Premier for any and all transactions or Service which are made by anyone authorised 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 unauthorised transaction or Service as being authorised by You as valid and You shall be responsible to indemnify Onyx Premier for all expenses incurred during the investigation and resolution of any such claim. You hereby authorises Onyx Premier to deduct indemnification amounts from Your account or asset proceeds.

**Termination.** You may cancel this agreement at any time in accordance with applicable law, otherwise all fees are non-refundable. Onyx Premier may terminate this Agreement at any time for breach of this Agreement by You. Onyx Premier may also terminate this Agreement, without cause, at any time by given 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 given written notice to you. Please refer to the Onyx Premier currency and cardholder terms and conditions to review the process upon termination of this Agreement. YOU HEREBY HOLD HARMLESS ONYX PREMIER 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.

**Limitation of Liability.** ONYX PREMIER AND ITS SERVICE PROVIDERS (collectively "ONYX PREMIER") TO THE FULLEST EXTENT PERMITTED BY LAW LIMIT ONYX PREMIER'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 ONYX PREMIER 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 ONYX PREMIER HAS BEEN PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ONYX PREMIER 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 ONYX PREMIER 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 Onyx Premier does not constitute acceptance of the Membership Agreement as an Onyx Premier Member until the Member has received written notice from Onyx Premier of acceptance. Upon written acceptance of this application by Onyx Premier and payment in full by the Member, the Member will become a Member.

**Jurisdiction.** This Agreement is governed by the laws of the State of Utah. The venue for all disputes shall be decided through binding arbitration in the State of Utah. Any dispute concerning this Membership Agreement, whether initiated by Onyx Premier or You, should be directed to AU Card LLC. – 3300 N. Ashton Blvd. Suite 200, Lehi UT 84043. 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 split the cost 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"). IN THE EVENT THAT THE CLASS ACTION WAIVER IS INCONSISTENT WITH THE RULES OF ANY TRIBUNAL OR OTHER SUCH ARBITRATION BODY, YOU AND WE AGREE NOT TO FILE PROCEEDINGS WITH SUCH BODY; (III) THE RIGHT TO JOIN ANY CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY IN A LAWSUIT, ARBITRATION OR OTHER SUCH PROCEEDING; (IV) THE RIGHT TO RESOLVE ANY CLAIM THAT EITHER OF US HAS AGAINST THE OTHER ON A CLASS WIDE BASIS; AND (V) THE RIGHT TO ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE AND, FOR THE AVOIDANCE OF DOUBT, IF FOR ANY REASON THIS PART

(V) IS DETERMINED TO BE INVALID OR UNENFORCEABLE, ALL SUCH CLAIMS WILL BE BROUGHT IN COURT AND SHALL NOT RESOLVED THROUGH ARBITRATION.

**Headings:** headings under this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

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

**Assignability.** This Agreement is assignable by Onyx Premier without notification to you. We reserve the right to notify you of any assignment we make under this Agreement This Agreement and Membership are personal to the Member and are not assignable by Member to any other entity or individual.

**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. You will remain responsible for complying with this Agreement until Your Account is closed (for whatever reason) and all sums due under this Agreement have been paid in full.

**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 is translated, the version in English shall take priority.

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.

You represent and warrant that you are not affiliated with, and do not give support to or receive support from, any terrorist, terrorist organization, narcotics trafficker, money laundering groups, fraud schemes, or person engaged in activities related to the proliferation of weapons of mass destruction.

# 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, subject to applicable law. In the event you choose to cancel Your Membership within 14 days from Your Membership payment, you will receive your Membership payment back, less any applicable fees.

	Services and Benefits *
<b>Onyx Premier</b>	<p><i>Membership Tiers:</i></p> <ul style="list-style-type: none"> <li>● Feature \$199</li> <li>● Preferred \$799</li> <li>● Elite \$1,499</li> <li>● Black \$10,000</li> <li>● Reserve \$50,000</li> </ul> <p><i>Annual Load Limit:</i></p> <ul style="list-style-type: none"> <li>● Feature \$5,000</li> <li>● Preferred \$50,000</li> <li>● Elite \$100,000</li> <li>● Black \$2,000,000</li> <li>● Reserve Unlimited</li> </ul> <p>Discounted Travel;            Access to Exclusive Events;            Shopping Requests;           <ul style="list-style-type: none"> <li>○ 25 Free requests per month for Shopping</li> <li>○ Additional request: \$4.20 for quotes only; additional \$5.75 for completed orders</li> </ul> </p> <p>24/7 concierge/virtual assistant access;            4 supported languages: English, Korean, Japanese, Chinese;            Discounted airport lounge access worldwide- 50% savings (\$50 instead of \$99);</p> <p>Y Membership materials will be provided at time of upgrade into approved Onyx Membership Tiers of your choice</p>

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

Only Members who pass KYC and are accepted for financial services and agree to be bound by the Onyx 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 Onyx Premier Currency Account Terms and Conditions. If a Member does not qualify for a currency account, the attached Onyx Premier Currency Account Terms and Conditions are not applicable to such unqualified Member and the unqualified Member will not be issued a currency account.