

PRÍME

conciierge

TERMS AND CONDITIONS OF MEMBERSHIP

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By requesting services from Prime Conciierge SAGL (hereinafter "Prime") you (hereinafter the "Client") agree that these Terms and Conditions (hereinafter "Terms") shall apply to those services.

1) PREAMBLE

1.1 Prime provides its members with "personal concierge" services, as better specified in these Terms.

1.2 These Terms shall take effect and be binding upon the Client with the acceptance by Prime of the Client's membership application. These Terms shall be applicable for the duration of the Client's membership until its termination.

2) MEMBERSHIP APPLICATION

2.1 Prime requires, as a preliminary condition to be able to access such services, that the Client submits an undersigned Membership Application and that such application is accepted and approved by Prime

2.2 All Membership applications are subject to the discretionary acceptance by Prime, who shall notify the Client in the event that his or her Membership Application has been accepted.

If the application is accepted, Prime will issue the Client with a Membership Card as soon as possible following receipt of the Membership Fee and Joining Fee (see article 3).

If the application is rejected, Prime is under no duty to disclose the reasons for such decision.

2.3 The Client undertakes to provide correct personal details in the Membership application process. Failure to do so may invalidate the Membership and any subsequent transactions. The Client's responsibility to provide accurate information is a continuing obligation and in the event that any information provided in connection with the membership changes, such change must be promptly notified to Prime by the Client.

2.4 Prime undertakes to treat the data provided by the Client in accordance with the Privacy Policy annexed to the Membership Application Form.

2.5 The Client's membership is strictly personal.

2.6 The Client must notify Prime immediately by e-mail hello@primeconcierge.it in the event that the Membership Card is lost or stolen.

3. MEMBERSHIP FEES

3.1 The membership fees consist in an annual Membership fee and a Joining fee, as specified in the annex to this agreement (Types of Membership).

Any increase or decrease of the Membership Fees for subsequent years of membership will be notified to the Client in advance or at the Renewal Dates.

The Membership Fee and the Joining Fee shall be payable in full upon acceptance of the Client's Membership Application.

3.2 The Client acknowledges that the payment of the Joining Fee constitutes his/her express request for Prime to begin to supply the Client with the Services.

3.3 Subject to the applicable clauses provided by art. 4 below, Membership Fees are non-refundable. The Client's Joining Fee is non-refundable in all circumstances as it serves the purpose of covering the costs incurred by Prime in the context of the Membership Application process.

4. MEMBERSHIP CANCELLATION AND RENEWAL

4.1 The Client may cancel the membership within 14 days as of the date of acceptance by Prime of the Membership Application ("Cancellation Period") submitted by the Client. The decision to cancel the membership must be made in writing.

4.2 If the Client cancels the membership within the Cancellation Period, the Membership Fee will be reimbursed to the Client, less deductions for the Services have been performed by Prime until the date the cancellation notification is received.

4.3 Prime has the right to cancel or suspend the Client's membership, to the extent that this is allowed under the law that governs these Terms. If Prime cancels the Client's membership, Prime shall refund the balance of the current annual Membership Fee on a pro rata basis in respect of the unexpired period to which the annual Membership Fee relates.

4.4 The Membership Fees are due on acceptance by the Client's Membership Application (art. 3) and annually thereafter (the "Renewal Date") and shall be paid annually in advance.

If the Client has provided Prime with the details for a direct debit on an account, the Client hereby expressly authorises Prime to deduct the renewal Membership Fee up to 25 days prior to or on the Renewal Date. If the Client has not provided Prime with the details for the direct debit on an account, the Client will be contacted directly in order to renew the membership.

4.5 In the Event the Client wishes not to renew the Membership, the Client must notify Prime at least 30 days prior to the Renewal Date.

4.6 Prime reserves the absolute right to refuse to provide the Services to the Client should any payment due under these Terms not be received.

5. SUPPLY OF SERVICES

5.1 Prime undertakes to provide the requested services to the Client whose membership application has been accepted. Prime may refuse to provide services that violate applicable laws, regulations, commonly accepted ethical standards of taste and decency or that may offend the religion of the location in which such services should be provided.

5.2 Prime shall make every effort to meet the dates and the deadlines that have been requested by the Client. Such dates and deadlines should however be considered as an estimate and in any event a non-essential condition for the provision of the service.

5.3 Prime may modify the requested services if such modification is necessary in order to abide by safety requirements, if the modification is required by applicable legislation, or in any event if the modification does not compromise the nature and quality of the requested service.

Prime undertakes to notify the Client of such circumstance in writing.

5.4 The services will be provided in Italian or English. If a different language is required by the Client, such preference must be indicated in the membership application.

5.5 The services provided by Prime include but are not limited to:

- 1) Hotel, restaurant and club reservations;
- 2) Ticket services;
- 3) Event planning;
- 4) Staff sourcing services;
- 5) Yacht brokerage;
- 6) Executive aircraft brokerage;

- 7) Real estate brokerage (lease and sale);
- 8) Relocation services;
- 9) Interior design consultancy services;
- 10) DMC services.
- 11) Dedicated personal concierge services in accordance with the specific requests made by the Client.

5.6 Prime reserves the right to refuse to accept the requested services at its discretion, if the request is not deemed reasonable under commonly accepted standards.

If Prime is unable to execute the Client's request, Prime shall notify the Client as soon as possible of such circumstance.

5.7 Following the provision of certain services or procuring particular goods, Prime may from time to time invoice the Client for specific additional services (general expenses, transport, handling charges, etc.). In such event, the Client will be notified in advance.

5.8 The Client is required to provide Prime with all the information that is necessary for the correct and timely completion of service request.

5.9 The request of services made by the Client shall be considered as made on an occasional basis and shall not imply the establishment of an agency, employment or any form of relationship between the Client and Prime.

Both the Client and Prime must act with fairness and good faith and in accordance with the laws that apply to these Terms.

5.10 In the event that the Client orders a service or a product from the supplier, Prime is authorized to use the Client's Payment Card in order to pay the supplier for the products or services that have been ordered by the Client, unless otherwise instructed by the Client in writing.

The Client acknowledges and agrees that Prime shall have no liability in respect of or be responsible in any way whatsoever in respect of the use of the Client's Payment Card provided that Prime acts in accordance with the instructions issued by the Client in relation thereto.

The Client undertakes that all details provided to Prime for the purpose of booking, ordering or purchasing products or services are correct, that the Payment Card is of the Client and that there are sufficient funds to cover the cost of the product or the service.

5.11 The following specific services shall be subject to the rules further specified hereunder.

Restaurant and Club reservations

- In the event of a restaurant booking service, the Client hereby authorize use of the Client's Payment Card for any deposit, which is forfeited as a result of late cancellation.
- Prime reserves the right to deny restaurant requests from Clients, if such Clients repeatedly fail to honour their bookings or continuously violate cancellation policies.
- Admission of Clients to any club premises is at all times at the sole discretion of the club Supplier and Prime shall have no liability where a member is refused admission.

Hotel reservations

- Hotel cancellation policies shall be determined by the policies that have been established by the hotels directly.
- The Client is responsible for checking hotel and all booking confirmations are correct. Prime shall not bear any liability for any errors made.
- The payment shall be made to the hotel directly on check out unless otherwise specified.
- All hotel bookings require at least one Client per room. Should the Client wish to book additional rooms, additional membership cards are required.

Tickets service

- Prime may be able to obtain "best" or "sold out" event tickets through a partner. By requesting such tickets, the Client acknowledges and agrees to purchase tickets above face value and a service charge may be incurred.
- Prime is not a seller of the tickets and cannot be held responsible for the fulfilment of the order.
- All such tickets have their own terms and conditions, as do ticket agent partners, likely to include terms which state the sales are final and no refunds shall be issued.
- Prime is not liable to provide refunds.
- Prime or its ticket agent partner will dispatch the Client's tickets through delivery agents at standard rates. Prime shall not be liable for any failure by delivery agents to deliver the Client's tickets.

5.12 The Client acknowledges that Prime reserves the right to accept commissions upon the supply of products and performance of services by any supplier.

6. SUPPLIERS

6.1 The Client acknowledges that the sales contract for the supply of goods and/or services made as a result of a Request is between the Client and the relevant supplier and that Prime is not a party to

such contract. Cancellation of contracts with suppliers should be addressed to the Supplier directly and will be subject to the relevant supplier's policies.

The suppliers are responsible for providing the Client with the services, products and Benefits the Client requests Prime to order on the Client's behalf from time to time. Prime shall communicate with suppliers on the Client's behalf unless it is more appropriate for the Client to contact the supplier directly.

6.2 If Prime's performance of any of its obligations under these Terms is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

(a) Prime shall without limiting its other rights or remedies have the right to suspend performance of the services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Prime's performance of any of its obligations;

(b) Prime shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Prime's failure or delay to perform any of its obligations as set out in this clause; and

(c) the Client shall reimburse Prime on written demand for any costs or losses sustained or incurred by Prime arising directly or indirectly from the Client Default.

7. LIMITATION OF LIABILITY

7.1 Prime shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods; or, loss of contract, or loss of use or, loss of corruption of data or information whether direct or indirect or, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising under or in connection with their membership;

7.2 Prime's total liability to the Client in respect of all other losses arising under or in connection with their membership, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total value of the Clients's annual Membership Fee.

7.3 The Client's contract for the supply of products or services is made with the relevant supplier only and all the Client's rights and remedies are against the Supplier.

7.4 Prime shall not be held liable to the Client for any loss, damage, costs, expenses or other claims for compensation arising from requests or the instructions supplied by the Client which are

incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any Client Default.

7.5 Prime shall not be liable towards the Client or be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of Prime's obligations in relation to the services, if the delay or failure was due to any cause beyond Prime's reasonable control.

7.6 This clause 7 shall survive termination of these Terms.

8. MISCELLANEOUS

8.1 The services and your membership are subject to the Prime Privacy Policy, incorporated into these Terms by reference.

8.2 Prime may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these Terms and may subcontract or delegate in any manner any or all of its obligations under these Terms to any third party or agent.

The Client shall not, without the prior written consent of Prime, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms.

8.3 A waiver of any right under these Terms is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

8.4 If a court or any other competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8.5 Prime may vary these Terms from time to time and will notify the Client of any changes in a timely manner. Notification will be by some or all of the following: Prime Newsletter, the Website, by

Email or by phone. The Client's continued use of the membership constitutes acceptance of such variations to these Terms.

8.6 Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between Prime and the Client, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

8.7 These Terms, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Swiss law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Lugano, Switzerland.

By signing hereunder, the Client acknowledges that he/she has read, understood, and agreed to be bound by these Terms

Place/Date:

Client Name:

Client Signature:

Annex: Types of Membership