

SOMERSET WHITE

US TERMS AND CONDITIONS OF MEMBERSHIP

These terms and conditions (the "Terms and Conditions") should be read carefully by the Member as they provide the legal framework against which the Company agrees to provide Services to the Member and to which the Member agrees to be bound.

1. Definitions and Interpretation

1.1. In these Terms and Conditions the following definitions shall apply, unless the context requires otherwise:

- 1.1.1. "Agreed User" means a specified individual within a Member's family or personal staff as named on the Membership Application Form by the Member (or as subsequently communicated by the Member to the Company in writing) as having such Member's express authority to instruct the Company to provide Services on the Member's behalf
- 1.1.2. "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- 1.1.3. "Company" means Somerset White LLC, a limited liability company organized under the laws of the State of Delaware and registered in the state of New York, with a principal place of business located at 580 Broadway, Suite 303, New York, New York 10012.
- 1.1.4. "Deposit" has the meaning given to it in section 7.1;
- 1.1.5. "Effective Date" has the meaning given to it in section 2.2;
- 1.1.6. "Employee" has the meaning given to it in section 12.1;
- 1.1.7. "Expense Account" has the meaning given to it in section 7.1;
- 1.1.8. "Goods" means any goods purchased by or supplied to the Company on behalf of a Member and subsequently provided to the Member under these Terms and Conditions, which goods shall be deemed to have been purchased by the Company as agent for the Member;
- 1.1.9. "Group" means in relation to a company, that company, any subsidiary, affiliate, division, parent or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company;
- 1.1.10. "Main Account" means the Company's bank account, details of which can be found on any invoice issued by the Company to a Member;
- 1.1.11. "Member" means the person or company named on the Membership Application Form or, in the absence of a Membership Application form, the individual the Services are provided to in connection with any Membership where acceptance of an application has been communicated to the Member by the Company.
- 1.1.12. "Member Confidential Information" has the meaning given to it in section 11.1.1;
- 1.1.13. "Member ID" means a Member's proof of address and proof of identity in a form acceptable to the Company as set out in the Membership Application Form;
- 1.1.14. "Member Profile" means the member profile information document provided by the Company for completion by the Members;

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- 1.1.15. "Membership" means the right of a Member to receive Services provided by the Company consistent with these Terms and Conditions, upon payment of all sums due by the Member and the satisfaction of all other conditions precedent to Membership. For the avoidance of doubt, reference to the word 'Membership' shall include all types of membership: including, but not limited to, Standard Membership and Short Term Membership or those who are made honorary members, unless specified otherwise in any section herein.
- 1.1.16. "Membership Application Form" means the application form completed by an applicant in applying for Membership;
- 1.1.17. "Membership Fee" means the fee charged by the Company to the Member for Membership as set out in the Price Guide which varies as per each type of Membership, or as otherwise specifically agreed between the Member and the Company;
- 1.1.18. "Packages" are purchases of a certain number of hours' worth of the Company's time to perform a fixed amount of Services.
- 1.1.19. "Payment Card" means the credit card(s) or debit card(s) in the Member's name or belonging to an account controlled by the Member;
- 1.1.20. "Personnel" has the meaning given to it in section 11.3;
- 1.1.21. "Price Guide" means the schedule detailing the Service Fees and other fees chargeable by the Company to any Member in connection with the Membership and the provision of Services, as amended by the Company from time to time, a copy of which is available on request;
- 1.1.22. "Privacy Policy" means the Company's Privacy Policy, as amended by the Company from time to time;
- 1.1.23. "Renewal Date" has the meaning given to it in section 3.2.2;
- 1.1.24. "Service Fees" means the fees and rates charged by the Company to the Member in connection with the provision of Services, as set out in these Terms and Conditions and the Price Guide;
- 1.1.25. "Services" means any services provided by the Company or any member of its Group to the Member or sourced by the Company from a Supplier for the Member and subsequently provided to a Member under the Terms and Conditions including the purchase of Goods on behalf of the Member;
- 1.1.26. "Short Term Membership" means access of the Member to the Services for 6 months or a term otherwise agreed in writing between the Member and Company of less than one year.
- 1.1.27. "Sold-Out Event" has the meaning given to it in section 6.10;
- 1.1.28. "Standard Membership" means annual access of the Member to the Services for a one-year term, subject to renewal as set forth herein.
- 1.1.29. "Supplier" means any third-party supplier with whom the Company deals in sourcing the Services as agent on behalf of the Member.
- 1.2. In these Terms and Conditions the following rules of interpretation shall apply:
- 1.2.1. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa;
- 1.2.2. the schedules referenced in or annexed to these Terms and Conditions shall form part of these Terms and Conditions and shall have effect as if set out in full in the body of these Terms and Conditions. Any reference to these Terms and Conditions includes the schedules, which shall be governed by these Terms and Conditions.

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- 1.2.3. a reference to “in writing” or “written” includes email but not fax;
- 1.2.4. any reference to a statutory provision shall include any amendment, replacement or re-enactment thereof;
- 1.2.5. a reference to a “company” shall include any company, corporation or other body corporate, wherever and however incorporated or established, including its parent, affiliate or division;
- 1.2.6. a reference to a “parent company,” “holding company” or a “subsidiary” means (a) with respect to a U.K. body or entity, means a holding company or subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006, or (b) with respect to a U.S. body or entity, means (i) with regard to a “subsidiary,” any person or entity, directly or indirectly, controlled by the Company, and (ii) with regard to a “parent company,” any person or entity controlling, directly or indirectly, the Company. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise;
- 1.2.7. any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.8. any words following the terms “including”, “include”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- 1.2.9. the headings of sections are intended for convenience only and shall not affect the interpretation of the Terms and Conditions.

2. Membership

- 2.1. Within 14 days of receipt of a completed Membership Application Form, the Company will decide whether the application has been approved. The Company has absolute discretion to accept or reject any application for Membership and is not obliged to act reasonably in doing so. Subject to section 2.2, below, the Company will notify a prospective Member by email whether an application has been approved or denied. The Company is under no obligation to disclose its reasons for rejecting an application.
- 2.2. Notwithstanding that the Company has notified the Member that their application has been approved, the Company shall not be deemed to have accepted the Membership of an applicant until (i) payment of the full Membership Fee in cleared funds; (ii) the Member ID; (and (iii) the completed Member Profile have been received from the Member, following receipt of which Membership shall commence on the date determined by the Company (the “Effective Date”). The Member acknowledges and agrees that commencement of Membership shall be subject to any waiting list and therefore the Effective Date may not be immediate.
- 2.3. Acceptance by the Company of an application for Membership constitutes a binding contractual agreement between the Company and the Member upon these Terms and Conditions commencing on the Effective Date.
- 2.4. Membership is personal to the Member and the Member may not transfer, assign pledge or hypothecate its rights and/or obligations under these Terms and Conditions.
- 2.5. The Company reserves the right to request further or additional Member ID at any time during the term of the Member’s Membership. Failure to comply with such a request will be considered a material breach for the purposes of section 8.1.1, below.

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- 2.6. The Company may assign, transfer, subcontract or delegate all or any part of its rights and obligations under these Terms and Conditions at any time, upon 7 days' prior written notice to Member and, in such event, Member shall attorn to the company to whom such rights or obligations were transferred.
- 2.7. In the case of the death of a Member, the Member's personal representatives must notify the Company of the Member's death. The Membership shall automatically cease upon a Member's death. Membership shall not be transferrable by inheritance or by operation of law. The Member shall be entitled to a refund of the unused balance of the Membership Fee, less deductions for Service Fees invoiced and outstanding or relating to Services performed but not yet invoiced, to the Member's personal representatives in accordance with section 5.3, below, upon receipt of documentation requested by the Company.

3. Membership Fees and Renewals

- 3.1. The Membership Fee shall be payable by a Member irrespective of the Member's level of use of the Services or any changes in the Member's personal circumstances, such as moving to another city or country.

3.2. Standard Membership

- 3.2.1. The Membership Fee is fixed for the first year of Standard Membership. The Company will notify the Member of any increase in the Membership Fee not less than 28 days before each anniversary of the Effective Date. The Member may cancel its Membership by sending written confirmation of cancellation to the Company within 14 days of receipt of such notification.
- 3.2.2. Standard Membership is renewed automatically for a term of one year on each anniversary of the Effective Date (the "Renewal Date") at the then applicable Membership Fee unless otherwise cancelled or terminated by the Member or the Company in accordance with these Terms and Conditions.
- 3.2.3. Where the Standard Membership is renewed, the Membership Fee shall be payable, in advance, in either equal quarterly installments or monthly installments, as agreed between the parties, which shall, at Company's option, be payable via direct debit pursuant to the Payment section 5. The first installment is due on the Renewal Date and, unless a monthly installment plan is implemented, subsequent installments are due quarterly thereafter (each a "Payment Date"). Where a Payment Date falls on a day other than a Business Day, the Payment Date shall be deemed to be the next Business Day. The Member agrees to sign a direct debit mandate for the purposes of payment of the Membership Fee and any additional expenses it has agreed to in advance, and to execute any documents required by the payor or payee financial institution to effectuate the purposes of this section 3.2.3.
- 3.2.4. Save where the Company gives its prior written consent, it will not accept payment of the Membership Fee by any method other than that stated in section 3.2.3, above.
- 3.2.5. If the Membership Fee or any installment remains unpaid after a Payment Date, any and all monies owing to the Company under these Terms and Conditions shall, at the Company's option, become due and payable immediately. Such monies include any unpaid balance of (i) the Service Fees, and (ii) the Membership Fee in respect of the Member's current year of Membership.

3.3. Short-Term Membership

- 3.3.1. The Membership Fee for Short-Term Membership is payable in advance and is non-refundable, in accordance with the Services Fees and Payments sections below.

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4. Service Fees

- 4.1. Services are provided on the basis of an hourly rate, plus all applicable taxes where applicable, which varies according to the day, time and location of the provision of Services as well as by reference to the individual within the Company providing them (the "Rate"). The Rate is charged in 15 minute units (for example, if the duration of the Services is 20 minutes, the Member will be charged two 15 minutes units). Full details of the Rate are found in the Price Guide.
- 4.2. During Standard Memberships only, any amendments to the Rate will be communicated to the Member in writing no later than 28 days prior to the intended implementation of an amended Rate. Upon receiving such notification, a Member shall be entitled to cancel Membership by serving notice of cancellation to the Company within 14 days of the date of such notification. The Company will reimburse the Member in respect of the unexpired portion of the Membership Fee in accordance with section 5.3, below. Such reimbursement will be arranged by the Company within 28 days following receipt of the notice of cancellation from the Member. For the avoidance of doubt, in the absence of a notice of cancellation, a Member's continued use of the Services shall constitute acceptance of the amended Rate.
- 4.3. In relation to Packages, the Company shall invoice the Member in advance. Invoices must be paid by the Member in advance of the Company providing the Services in relation to the Package.
- 4.4. Unless agreed otherwise, the Company shall issue monthly statements in respect of the Service Fees to the Member. Service Fees shall be paid by way of direct debit upon invoicing, but in no event later than 30 days from the date on which the statement is sent to the Member. Failure to make timely payment shall constitute a material breach of these Terms and Conditions.

5. Payments

- 5.1. Members shall pay all amounts due to the Company, whether in respect of the Membership Fee, Service Fees, Packages or otherwise, in full without any discount, deduction, set-off or abatement whatsoever, either by direct debit or in advance by way of bank transfer. If the Member fails to make any payment when due then, without limiting any other right or remedy available to the Company, the Company may, at its sole option:
 - 5.1.1. suspend the Membership of the Member until such outstanding payment is settled, thereby preventing the Member from using the Services;
 - 5.1.2. cancel the Member's Membership pursuant to section 8.1.2, below, and refund the balance of the Membership Fee to the Member in accordance with section 5.3, below. Where such cancellation of Membership occurs, the Company cannot ensure that such Member will be re-admitted as a Member at any time following cancellation; and/or
 - 5.1.3. charge the Member interest on all overdue payments until payment is received in full (and both after as well as before judgment) at the annual rate of the lesser of 4% (four percent) above the prime rate published by JP Morgan Chase & Co. from time to time (adjusted monthly and compounded daily) or (b) the maximum rate of interest allowed by applicable law. For the avoidance of doubt, this charge is applicable to all Memberships.
- 5.2. Payments made by credit or debit card may be subject to handling fees as detailed in the Price Guide.
- 5.3. Any refund of the Membership Fee in relation to a Standard Membership under these Terms and Conditions will be calculated on a pro rata basis in respect of the unused period of Membership comprising whole calendar months.

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- 5.4. In relation to Packages which specify a total number of hours' worth of Services included within the Package price, any additional hours incurred by the Company in relation to the Services in excess of the Package shall be charged to the Member in accordance with the Rate as detailed in the Price Guide and a statement shall be provided monthly which is payable by the Member when invoiced by direct debit, but in no event later than 30 days of receipt of statement.
- 5.5. No refund shall be made in relation to Packages and whether or not all hours of the Package have been utilized, they will no longer be able to be utilized by the Member after either the expiry of the Membership or 6 months after the Package is purchased, whichever is the earlier.

6. Services

- 6.1. The Company will provide the Services to the Member in accordance with the Member's requests, provided that all requests are, at the sole discretion of the Company, for lawful and moral lifestyle services in respect of the personal needs of the Member.
- 6.2. The Company shall use reasonable efforts to meet agreed upon timescales for delivery of Services but such timescales shall be estimates only and time shall not be of the essence for the performance of any Services.
- 6.3. The Company is entitled to act on instructions received from an Agreed User as if they were instructions received directly from the Member.
- 6.4. Schedule 1 will apply to party and event organization.
- 6.5. The provision of certain Services, for example, large event organisation or property searching, may be supplemented by additional terms and conditions and fees, the details of which will be sent to Members upon requesting such Services. The provision of such Services will not commence until such additional terms and conditions have been agreed and duly signed by the Member.
- 6.6. The Company reserves the right to:
 - 6.6.1. refuse to provide any Service requested; and/or
 - 6.6.2. withdraw from the continuation of any Service; provided that the Company informs the Member of any refusal or withdrawal as soon as reasonably practicable.
- 6.7. The Company may utilize any member of its staff to deliver the Services, alongside any Supplier. If a Member requests a particular member of the Company's staff to deliver the Services, the Member may be required to pay additional charges which shall be communicated to the Member prior to commencement of the Services that have been requested.
- 6.8. Except where Services are to be provided by the Company or any member of its Group, the Company will consult with Suppliers to procure the Services to be provided to the Members. The Company will communicate with Suppliers on a Member's behalf unless it considers that it is more appropriate in the circumstances for the Member to contact the Supplier directly, in which case it will advise the Member accordingly.
- 6.9. Suppliers will impose their own terms and conditions in providing the Services and Members shall comply with such terms and conditions. Unless otherwise agreed by the Supplier, a Member shall not be entitled to cancel any Service requested where, on a Member's instructions, performance has already begun. Any charge imposed by Suppliers in connection with a cancellation of Services shall be borne exclusively by Member. Member shall indemnify and hold the Company harmless from and against any charges, costs, damages, expenses (including attorney's fees) incurred by the Company on account of a claim or threatened claim or charge asserted by a Supplier against the Company arising out of or relating to Services requested on a Member's behalf.

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- 6.10. Where the Company receives instructions from a Member to attempt to obtain tickets to a sold-out event (the "Sold-Out Event"), the Company will consult with Suppliers in an effort to source and purchase such tickets. Members acknowledge and agree that such tickets, where available, may require the payment of a premium to their face value.
- 6.11. Where tickets to a Sold-Out Event have been purchased pursuant to section 6.10, above, and the Sold-Out Event is subsequently cancelled for any reason, Members acknowledge and agree that any reimbursement will be subject to the terms and conditions of the Supplier and limited solely to the face value of such tickets.
- 6.12. Where a Member decides to cancel tickets arranged on the Member's behalf by the Company, the Company shall be under no obligation to arrange refunds of: (i) the price paid for the tickets and any booking fee; or (ii) the cost of any ancillary expenses involved in purchasing the tickets.
- 6.13. Without prejudice to a Member's statutory rights, where the Company, as principal, sources and arranges the supply of Goods which are made to a Member's personal specifications or are perishable in nature, such Goods will not be returnable by Members under any circumstances.
- 6.14. Where a Member requests the Company to purchase Goods on its behalf, the Member agrees that the purchase of such Goods will be arranged by the Company as agent for the Member and accordingly any contract of purchase will be entered into between the Member and the relevant Supplier.
- 6.15. Upon a Member's request, the Company shall provide advice and recommendations to the Member in relation to Suppliers. The Company provides genuine recommendations and although the Company may receive commissions or referral fees from Suppliers as a result of a Member's decision to use that Supplier and the Member agrees that the Company may retain such commissions and referral fees, this does not influence the Company's decision to recommend a particular supplier. It is the Company's policy that such fees or commissions do not result in a higher than market value price being paid by the Member.
- 6.16. Where a Member requests that the Company purchases Goods on the Member's behalf, the Member agrees that the Company may charge mark-up fees, handling charges and any other reasonable fees incurred in the purchasing of such Goods to the Member (for example, when the Company has a trade account with a Supplier or has sourced a 'sold out' item). Such fees will be communicated to Members at the time the request is made to the Company and included in the Service Fees invoice, along with the cost of the Goods. The risk of loss or damage to the Goods will pass to the Member upon their delivery to the Member and title will pass upon receipt by the Company from the Member of payment for the Goods (including any charges or fees). The Company give no warranties as to the quality, fitness for a particular use or otherwise of the Goods so acquired by it on the Member's behalf and the Member agrees that the Company shall not be responsible or held liable for any defect or issue in relation to such Goods.
- 6.17. Where a Member requests that the Company takes receipt of Goods or any other delivery to be made to the Company's office on the Member's behalf, the Company cannot be held responsible for any charges, taxes, levies or fees made in respect of any delivery or any Goods. The Member agrees to immediately pay any associated charge, tax or levy on any delivery or receipt of Goods by the Company (whether such charge is invoiced to the Member or Company).

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7. Payments to Suppliers

Expense Account

- 7.1. The Company offers an Expense Account facility (the "Expense Account") to each Member at no extra charge. From time to time, the Company may request that Members make a Deposit to the Expense Account. Where a Deposit to the Expense Account is not made as requested, the Company may decline to provide any further Services to the Member until such Member has made the required Deposit to the Expense Account, nor must such funds be segregated, provided the Company keeps separate books and records associated with such Expense Account.
- 7.2. If the Member fails to make the required Deposits on the specified date as requested by the Company then, without limiting any other right or remedy available to the Company, the Company may suspend the provision of any Services to the Member for which the Deposit was requested.
- 7.3. A Member may at any time request that the balance of any monies contained in the Expense Account be repaid by the Company. Such a request must be in writing and signed by the Member subject always to any legal obligations of the Company, the Company will repay the balance of any monies in the Expense Account to the Member within 14 days of receiving the written request to repay.
- 7.4. The Company may use the monies contained in the relevant Member's Expense Account in order:
 - 7.4.1. to make payments to a Supplier on the Member's behalf; and/or
 - 7.4.2. upon consent of the Member to pay an invoice; and/or
 - 7.4.3. upon termination or cancellation of this Agreement, or upon monetary default by the Member, use all or a portion to pay any and all amounts due and owing to the Company by the Member.
- 7.5. Upon expiry and/or termination of any Membership, should monies be left in the Client Expense Account, the Company will make all reasonable attempts to return any remaining monies. After exhausting all reasonable attempts to return such monies, after a period of three years from the date of expiry and/or termination of any Membership, the Company shall be entitled to keep such monies in its account and make no further attempts to return the monies to the Member.
- 7.6. A complete breakdown of all movements into and out of the Expense Account during each calendar month will be provided in a statement of account which will be sent to Members within 14 days of the end of each month.
- 7.7. In relation to any deposit made to a Member's Expense Account or the Main Account, the Company reserves the right to ask for, and the Member agrees to provide, details of the transferring bank account or other source of funds.

Payment Card

- 7.8. If the Member does not have an Expense Account or the Member's Expense Account does not contain sufficient funds to pay a Supplier, the Member hereby authorizes the Company to use a Payment Card to make payments to Suppliers on the Member's behalf on condition that a Member has requested and authorized the Company to do so and confirmed which Payment Card is to be used. The Member acknowledges, warrants and agrees that:
 - 7.8.1. the Company shall have no liability in respect of or be responsible in any way for any use of a Member's Payment Card information by such Supplier;
 - 7.8.2. the Payment Card used will be that of the Member; and
 - 7.8.3. the Payment Card will, at all times, be funded by sufficient funds to cover in full the cost of the goods or services supplied by the Supplier.

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- 7.9. If the Member does not wish the Company to use a Payment Card or wishes the Company to use an alternative payment method to a Payment Card for the payment of certain Suppliers, the Member must notify the Company at the time of requesting the relevant Services.
- 7.10. From time to time a Member may instruct the Company to make a restaurant reservation or other commitment on his or her behalf. Where such reservation or commitment is subsequently cancelled by the Member, the Member authorizes the Company to deduct the amount of any deposit forfeited by the Company as a result of such cancellation from the Member's Expense Account.

8. Cancellation and Suspension of Membership

Cancellation by the Company

- 8.1. Without affecting any other right or remedy available to it, the Company reserves the absolute right to cancel the membership of any Member (at its sole discretion) with immediate effect in the following circumstances:
- 8.1.1. where a Member commits a material or repeated breach of these Terms and Conditions and the breach, if capable of remedy, is not remedied to the Company's satisfaction within 7 days of receipt of a default notice;
 - 8.1.2. if any part of the Membership Fee, Service Fees, Packages or payment to be made to a Member's Expense Account remains unpaid 30 days after its due date for payment; or
 - 8.1.3. if a Member provides the Company with false or misleading information in its Membership application.

If the Company terminates for any of the reasons in this section 8, the Company reserves the right to retain a proportion of the money deposited under these Terms and Conditions to cover any reasonable costs incurred, including legal fees and expenses.

- 8.2. Without affecting any other right or remedy available to it, the Company may cancel a Standard Membership, without cause, upon not less than three (3) months' written notice to the Member.
- 8.3. Without affecting any other right or remedy available to it, the Company may cancel a Short-Term Membership upon giving not less than two week's written notice to the Member.

Cancellation by the Member

- 8.4. Subject to section 8.5, below, a Member shall not be entitled to cancel a Standard Membership during the initial 12-month term or cancel a Short-Term Membership until the expiry of the agreed term.
- 8.5. A Member may cancel their Membership by giving notice in writing to the Company within 14 days of the date of the Effective Date. In such circumstances, the Member shall be entitled to receive a full refund of the Membership Fee, subject to section 8.6, below. Where the Member requests Services within 14 days of the Effective Date, the Member's right to cancel in accordance with this section shall terminate upon the commencement of the Services by the Company.
- 8.6. Where a Member cancels membership pursuant to section 8.5, above, the Company will lose the time it has spent in processing the Member's application. Therefore, the Member shall pay an administration fee of \$650 plus all applicable taxes to cover the Company's lost expenses and handling charges. This will be deducted from the Membership Fee refund owed to the Member.
- 8.7. Subject to clauses 8.4 and 8.5, Members are entitled to cancel Standard Membership by giving not less than 28 days' notice prior to a Renewal Date. For the avoidance of doubt, if such notice is not received from the Member within such period, the Company may proceed to invoice the Member and process payment of the Membership Fee in accordance with section 3, above.

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- 8.8. Where Standard Membership has been cancelled in accordance with section 8.7, above, the Member must ensure that any mandate or direct debit for payment of its Membership Fee has also been cancelled. Where the Member fails to do so, the Company may be required to repay the Membership Fees or relevant part thereof to a Member as a result of the Member's omission. In such circumstances, the Company will lose time spent in arranging for such repayment to the Member. The Member shall pay an administration fee of \$650 plus all applicable taxes to cover the Company's lost expenses and handling charges.
- 8.9. In addition to the rights of cancellation under this section 8, Members shall be entitled to cancel Standard Membership in accordance with sections 3.2.2, 4.2 and 16.9, herein.

9. Consequences of Cancellation

- 9.1. Any provision of these Terms and Conditions which, by their nature, would survive termination, cancellation or expiration, will survive any such termination, cancellation or expiration of these Terms and Conditions however occurring, including but not limited to: section 1 (Definitions and interpretation), section 9 (Consequences of Cancellation), section 10 (Liability), section 11 (Confidentiality), section 12 (Employment by Member of Employees of the Company), section 14 (Anti-Money-Laundering), sections 16.1 and 16.2 (Third Party Rights), sections 16.3 and 16.4 (Waiver), sections 16.5 and 16.6 (Severance), section 16.7 (Governing Law) and section 16.8 (Jurisdiction).
- 9.2. Cancellation of Membership and/or termination of these Terms and Conditions shall not affect any rights, remedies, obligations or liabilities of the Company (or any member of its Group) or the Member that have accrued up to the date of cancellation or termination, including the right to claim damages in respect of any breach of the Terms and Conditions which existed at or before such date.

10. Liability

- 10.1. The Company warrants that it will, at all times, exercise reasonable care and skill in providing the Services and, as far as reasonably practicable, will do so in accordance with the Member's request and instructions.
- 10.2. Where the Company selects a Supplier to provide Services to a Member, it will use reasonable care and skill in selecting and engaging such Supplier. Except as provided in section 10.1, above, the Company does not represent or warrant (expressly or impliedly) the quality, fitness for a particular use or otherwise, of the Goods or the standard of Services supplied. The implied warranties of the Uniform Commercial Code are, to the fullest extent permitted by law, expressly excluded.
- 10.3. The successful sourcing of Suppliers is always subject to availability and may change from time to time without notice. If any Supplier becomes unavailable, the Company will use reasonable efforts to ensure that a substitute Supplier is located. The Company shall not be responsible for any actions of Suppliers.
- 10.4. Members must rely on their own judgment and discretion in selecting and using the Services offered by a Supplier and in entering into any contract with a Supplier. Any Goods or Services provided by the Supplier will be governed by the contract formed between the Member and the Supplier. The Company will not be responsible for any Goods or Services provided by the Supplier but will use its reasonable efforts to assist Members in any subsequent dealings with Suppliers.
- 10.5. On occasion, the Company may be asked to make recommendations to Members. When making such recommendations, the Company shall use reasonable efforts to ensure that such recommendations are reasonably accurate. However, the Company does not warrant to Members that such recommendations are accurate or that they will be to the Member's own satisfaction and Members shall not be entitled to rely upon the accuracy of such recommendations. Members must make and rely on their own enquiries in relation to such recommendations. The Company accepts no liability for any goods or services provided to a Member in the course of acting upon such a recommendation.

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- 10.6. Contracts which Members enter into with Suppliers are independent and not connected to or subject to these Terms and Conditions. The Company disclaims any and all liability for any act or omission of any Supplier or any loss incurred by a Member as a result of any act or omission of a Supplier.
- 10.7. The Company does not limit or exclude its liability for (i) death or personal injury caused by its negligence or that of its employees, (ii) fraud or wilful misconduct or (iii) any other liability which cannot be limited or excluded by law.
- 10.8. Subject to section 10.7, above, the Company's liability whether arising from negligence, tort, breach of contract or other statutory obligation or duty is limited to the amount of the Membership Fee and Members are responsible for, and expect to, make their own arrangements for insurance to cover any excess loss.
- 10.9. Subject to section 10.7, above, the Company shall not have any liability to the Member for any claim, whether arising from negligence, tort, breach of contract, statutory or other obligation or duty, to the extent that such claim is or can be characterized as a claim for (or arising from):
- 10.9.1. loss of revenue or profits;
 - 10.9.2. loss of sales or of business opportunity;
 - 10.9.3. loss of agreements or contracts;
 - 10.9.4. loss of or damage to goodwill or injury to reputation;
 - 10.9.5. indirect, consequential or special loss or damage;
 - 10.9.6. loss of use or corruption of software, data or information; or
 - 10.9.7. anticipated savings.
- 10.10. The Company shall not be liable to the Member and will not be deemed to be in breach of these Terms and Conditions for any delay in performing or failure to perform the Services where such delay or failure is due to causes or events beyond the Company's reasonable control.
- 10.11. The Member shall indemnify the Company against all liabilities, costs, expenses, damages and direct losses, loss of reputation and all interest, penalties and legal costs and other reasonable professional costs and expenses suffered or incurred by the Company arising out of or in connection with these Terms and Conditions.
- 10.12. The aggregate liability of the company and its affiliates for liabilities arising out of or related to these terms and conditions shall cumulatively not exceed the greater of one hundred dollars (\$100.00) or the amount in the aggregate paid by the member to the company with respect to the transaction for which such liability is claimed (provided such amount shall not be in excess of one year's membership fee). Members are solely responsible for making their own arrangements for the procurement of insurance to cover any excess loss.

11. Confidentiality

- 11.1. Except to the extent set out in this section 11, or where disclosure is expressly permitted elsewhere in these Terms and Conditions, the Company shall:
- 11.1.1. treat all confidential information that the Company holds in relation to the Member ("Member Confidential Information") as confidential applying the same security measures and degree of care to such Member Confidential Information as the Company applies to its own confidential information; and
 - 11.1.2. not disclose the Member Confidential Information, subject to section 11.3, below, to any other person without the Member's prior written request.

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11.2. Section 11.1, above, shall not apply to the extent that such Member Confidential Information:

- 11.2.1. is or becomes generally available to the public (other than as a result of its disclosure by the Company or its representatives in breach of these Terms and Conditions), or;
- 11.2.2. was available to the Company on a non-confidential basis prior to disclosure by the Member; or
- 11.2.3. was, is or becomes available to the Company on a non-confidential basis from a person who, to the Company's knowledge, is not bound by a confidentiality agreement with the Member or otherwise prohibited from disclosing the information to the Company;
- 11.2.4. was lawfully in the possession of the Company before it was disclosed to it by the Member as evidenced by written records; or
- 11.2.5. the parties agree in writing is not confidential or may be disclosed.

11.3. The Company may disclose the Member Confidential Information to (i) its employees, staff, agents, consultants ("Personnel"), and (ii) Suppliers who are directly involved in the provision of the Services and who need to know the Member Confidential Information. The Company shall endeavor to ensure that such Personnel and Suppliers are aware of and, to the extent commercially reasonable, comply with, these confidentiality obligations.

11.4. The Company shall not, and shall endeavour to ensure that the Personnel do not, use any of the Member Confidential Information received otherwise than for the purposes of these Terms and Conditions and the provision of the Services.

11.5. In the event that the Company has entered into a separate Confidentiality Agreement with the Member, and in the event of a conflict between these Terms and Conditions and the terms of such Confidentiality Agreement, the terms of the confidentiality agreement shall control. The Company may disclose the Member Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Member as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this section 11.5, it takes into account the reasonable requests of the Member in relation to the content of such disclosure.

11.6. The obligations in this section 11 shall survive any termination of Membership.

12. Employment by Member of Employees of the Company

12.1. For the purposes of this section 12, "Employee" means any employee of the Company or any member of its Group.

12.2. The Member is not permitted to solicit or employ or otherwise engage or seek to engage (whether under a contract of employment or otherwise) any Employee within the period of twelve months following the termination of the Employee's employment with the Company or any member of the Company's Group. If the Member is in breach of this provision and the Employee provides services directly or indirectly to the Member within such twelve month period, the Member shall either immediately notify the Company or the Company shall notify the Member if they become aware of such employment, in which case, the Company shall be entitled to charge the Member, and the Member shall pay, a fee equal to 40% (forty percent) of the Employee's annual gross salary and guaranteed bonuses (as of the date of the termination of employment) (the "Agreed Sum"), which sum shall be payable within 30 days upon notification by either the Member or the Company.

12.3. The Member acknowledges and agrees that:

- 12.3.1. the Agreed Sum is a genuine and reasonable estimate of loss that the Company will suffer as a consequence of the Employee leaving the Company;

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12.3.2. there are inherent difficulties in determining (at the Effective Date) the precise potential losses which the Company or any member of its Group, as the case may be, will incur and that the Agreed Sum represents the parties' best estimate in calculating such losses;

12.3.3. the Agreed Sum is a reasonable sum in the circumstances and is not out of proportion to the Company's legitimate interests in training and securing its employee base;

12.4. Notwithstanding this or any other term or provision of these Terms and Conditions, the Member agrees that the Company shall be entitled (at its sole discretion) to pursue and rely on any and all other remedies available to it, including injunction (for which no bond or undertaking shall be required).

12.5. The obligations in this section 12 shall survive any termination of Membership.

13. Data Protection

Members should refer to the Company's Privacy Policy for information on how the Company uses and protects Members' personal information provided to it by Members.

14. Anti-Money Laundering

Members warrant and agree that they have complied with (and will continue to comply) with all applicable anti-terrorism, anti-corruption, anti-money laundering and human rights laws and regulations, and that no payment made to the Company during any Membership is made that is inconsistent with all such laws and regulations.

15. Notices

15.1. Any notice or other communication to be given under or in connection with these Terms and Conditions shall be in writing and shall be:

15.1.1. delivered by hand or by certified mail, or other overnight mail by a nationally recognized overnight delivery service at, in the case of the Company, its New York office or, in the case of the Member, at the address set out in the Membership Application Form; or

15.1.2. sent by email to, in the case of the Company, notices@somersetwhite.com and, in the case of the Member, the email address set out in the Membership Application Form or such email address we have been instructed to use by the Member.

15.2. Any notice or communication sent in accordance with section 15.1, above, shall be deemed to have been received:

15.2.1. if delivered by hand, on the date of delivery; if sent by certified mail on the second business day after posting; or if by overnight mail, on the next business day after posting; or

15.2.2. if sent by email, on the next business day after transmission.

15.3. This section does not supersede any statutory requirements affecting service of process of documents in any legal action, proceeding, arbitration or any other method of dispute resolution.

16. General

Third party rights

16.1. Subject to section 16.2, below, nothing in these Terms and Conditions is designed to give any other person any rights or remedies hereunder. No person, firm, corporation, partnership, business entity or business organization, except as expressly provided for herein, shall be deemed a third-party beneficiary under this Agreement.

16.2. These Terms and Conditions are for the benefit of the Company and the members of its Group, any one of which may enforce them as if it were a party to them.

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Waiver

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

Severance

- 16.5. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of these Terms and Conditions.
- 16.6. If any provision or part-provision of these Terms and Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Governing Law

- 16.7. These Terms and Conditions are governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. The Company and Member, subject to the arbitration provisions contained in section 16.8 of these Terms and Conditions, hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the State of New York, County of New York for the purposes of adjudicating any matter arising from or in connection with this Agreement except, however, for those matters to be arbitrated.

Jurisdiction

- 16.8. Any dispute or controversy between the Member and the Company arising out of, relating to, or associated with these Terms and Conditions (and the terms and provisions contained therein), or the breach thereof, shall be submitted to and determined by arbitration in the State of New York, County of New York, pursuant to the rules of the American Arbitration Association. The determination of the arbitrators shall be final, binding and conclusive upon all parties and may be enforced not only in the courts of the State of New York, County of New York, to which jurisdiction the parties hereto agree to submit, but in any court of competent jurisdiction. Notwithstanding the foregoing, any party hereto may seek interim or provisional equitable relief in a court specified in section 16.7 prior to the commencement of an arbitration proceeding without waiving such party's right to demand or proceed to arbitration herein, in order to enjoin the breach or threatened breach of any of the terms and provisions hereunder. Except as set forth in sections 16.5 and 16.6, the arbitrator or arbitrators sitting in any dispute or controversy arising hereunder shall not have the authority or the power to modify or alter any express condition or provision of these Terms and Conditions or to render an award which, by its terms, has the effect of altering or modifying any express condition or provision of this agreement, and the arbitrators' failure to comply with this provision shall constitute grounds for vacating an award.

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Variation

- 16.9. The Company may vary these Terms and Conditions from time to time and upon notice to Members in writing at least 28 days prior to such variation. Upon receiving a notice of variation of these Terms and Conditions, a Member may cancel Membership by serving notice in writing to the Company within 14 days following receipt of the notice of variation. In such circumstances, the Company will reimburse the Membership Fee in accordance with section 5.3, above. A Member's continuing request for or use of Services after receipt of a notice of variation shall constitute acceptance of the varied Terms and Conditions.
- 16.10. Where Members wish to raise any queries, concerns or complaints with the Company, it should write to the Company at 580 Broadway, Suite 303, New York, New York 10012.
- 16.11. Except as expressly agreed otherwise by the Member and the Company in writing, the Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all agreements or understandings, whether written or oral, between the parties with respect to such subject matter. Except as expressly agreed otherwise by the Member and the Company in writing, no other right exists between the parties and none shall be implied from conduct or otherwise.
- 16.12. Except as expressly provided in sections 16.5, 16.6, 16.8 and 16.9, the Company shall be bound by any amendment, supplement, cancellation or discharge of the Terms and Conditions, except if the same is in writing and signed by an authorized officer of the Company

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Schedule 1 Event Organization

1. This Schedule 1 applies to a request by a Member for the provision of Services in relation to the organization of an event (the "Event") but does not apply to any hire of any venue at which the event will take place or other third-party services.
2. The details of the event, budget, fixed fee and services to be provided shall be agreed between the Company and the Member and set out in a side letter (the "Side Letter") to this Schedule 1.

Event Fee and Expenses

3. Service Fees for the provision of Services in relation to the organization of the Event will be charged on the basis as set out in the Price Guide. Unless the Member requests separate invoicing in relation to the Event, the Service Fees so incurred will be included in the usual monthly statement issued in accordance with section 4.4 of the Terms and Conditions. In addition, the Company and the Member will agree a fixed fee to be set out in the Side Letter (the "Event Management Fee") which shall cover overseeing the final set up of the Event, the Event itself and post-Event breakdown and reinstatement of the venue. The Event Management Fee will be invoiced upon completion of the Event and, subject to any alternative arrangement set out in the Side Letter, will be payable within 14 days of the date of such invoice.
4. The Company shall be reimbursed by the Member for all reasonable expenses incurred by it in connection with the Event. Such expenses shall be invoiced by the Company to the Member on a monthly basis and shall be subject to the payment terms set out in section 5 of the Terms and Conditions.

5. Postponement or cancellation of the Event

- 5.1. The Member shall be entitled to postpone or cancel an Event only by notifying the Company in writing.
- 5.2. In the event of postponement or cancellation, the Company shall be entitled to: (i) payment in full for time incurred in the provision of Services in connection with the Event as at the date of postponement or cancellation, whether already invoiced or not, together with any time incurred following the postponement or cancellation in dealing with arrangements, including dealing with third party suppliers, (ii) reimbursement for any and all expenses including, but not limited to, any deposits the Company made to third party suppliers in anticipation of the Event, and (iii) in the event any payment is demanded from any third party suppliers with whom the Company has entered into an agreement on the Member's behalf in connection with the Event, reimbursement for any such payment the Company remits to such third party suppliers.

6. Liability and Insurance

- 6.1. The Company shall, at its sole cost and expense, maintain in force commercial general liability, and other appropriate insurance (the "Company Insurance"). The Company Insurance shall be in respect of the Company's insured risks only and shall not cover any employee of the Member or third parties. The Company Insurance does not limit a Member's liability nor release a Member from its responsibilities and/or obligations and does not absolve any act or omission on the part of a Member or any member of its Group.
- 6.2. The Member may decide to take out additional insurance at its sole cost and expense.
- 6.3. Where the Company enters into contracts with third parties whose services are required for the execution of the Event ("Event Suppliers"), the Company disclaims any and all liability for any act or omission of such Event Suppliers or any loss incurred by a Member as a result of any such act or omission and, for the avoidance of doubt, the provisions of sections 10.7 through 10.10 of the Terms and Conditions shall apply.

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7. **Event Supplier, Costs and Deposits**

- 7.1. The Company will contract with and facilitate payment to Event Suppliers. The Member agrees to forward by bank transfer all necessary funds, including, without limitation, Deposits, in a timely and efficient manner to the Member's Expense Account.
- 7.2. All monies due and owing to the Company in connection with the Event shall also be made by bank transfer to the Members' Expense Account. Failure to provide Deposits and payments in a timely manner releases the Company from any consequences, foreseen or unforeseen, relating to the Event, including, but not limited to, loss of Deposits and cancellation of the Event.

8. **General**

Where the Event cannot proceed for any reason beyond the Company's reasonable control, the Services shall be deemed to have been fully performed. In such circumstances the Company shall notify the Member accordingly and upon receiving such notice, the Member shall be liable to pay the Company a sum in respect of the time incurred by the Company up to the date of such notice on the basis set out in the Price Guide, together with any other third party charges and expenses actually incurred or which at such date cannot be cancelled. The Company shall give credit for any sums already paid by the Member in respect of the provision of the Services as set out above.

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