

CONCIERGE

NEW YORK

TERMS AND CONDITIONS OF MEMBERSHIP

These 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 (as defined below) and to which the Member agrees to be bound.

1. Definitions and Interpretation

1.1 In these terms and conditions (the “Terms and Conditions”) the following words and phrases shall have the following respective meanings 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 notified 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 “Company” means Concierge New York Limited, a corporation organized and existing under the laws of the state of New York, the address of whose principal office is 177 Prince Street, Suite 507/508, New York, N.Y 10012; and shall include, its officers, directors, employees, subsidiaries, parents and other affiliates;

1.1.3 “Goods” means any goods purchased by or supplied to the Company on behalf of a Member and subsequently provided to the Member under the Terms and Conditions, which goods shall be deemed to have been purchased by the Company as agent for the Member;

1.1.4 “Member” means the person or corporate entity named on the Membership Application Form where acceptance of an application has been communicated to the Member by the Company;

1.1.5 “Membership Application Form” means the application form completed by an applicant in applying for membership;

1.1.6 “Membership Fee” means the annual fee charged by the Company to the Member for membership;

1.1.7 “Payment Card” means credit card or debit card;

1.1.8 “Service Fee” means the fee charged by the Company to the Member for the provision of its Services;

1.1.9 “Services” means any services provided by the Company 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;

1.1.10 “Supplier” means any third party supplier with whom the Company liaises in sourcing the Services while acting as agent on behalf of the Member; and

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1.1.11 "Standing Order" means instructions given to a bank or other financial institution for payment of a Member's obligations under which the bank or financial institution obligates itself to pay such obligation.

1.2 In these Terms and Conditions:

1.2.1 Words denoting the singular shall include the plural and vice versa; words denoting the masculine shall also include both the feminine and neuter gender and vice versa as the context may permit;

1.2.2 Any reference to a statutory provision shall include any amendment, replacement or re-enactment thereof; and

1.2.3 The headings of clauses are intended for convenience only and shall not affect the interpretation of the Terms and Conditions.

2. Membership

2.1 On receipt of a completed Membership Application Form, the Company will decide whether the application has been successful. The Company has absolute discretion to accept or reject any application for membership and is not obliged to act reasonably in doing so. The Company will notify a Member in the event that an application is successful. Where an application is not successful, the Company is under no obligation to disclose its reasons for rejecting an application.

2.2 The Company shall not be deemed to have accepted the membership of an applicant until:

2.2.1 payment of the Membership Fee has been received in cleared funds from the Member; or

2.2.2 following receipt of the Membership Fee, membership shall commence on such date as notified to the Member by the Company (the "Effective Date").

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 from the Effective Date.

2.4 Membership is personal to the Member and cannot be transferred or assigned to any third party, except that the identity of Member Employees may be changed with the prior written consent of the Company. The Company may transfer or assign its rights and delegate its obligations under these Terms and Conditions at any time, subject to giving Members 7 days prior written notice of such intention to transfer or assign.

2.6 In the case of the death of a Member, the Member's personal representatives should notify the Company of the Member's death. The Company will then inform the personal representatives of any necessary documentation it requires in order to arrange for a refund of the unused balance of the Membership Fee to the Member's personal representatives. Such a refund will be calculated on a time apportionment basis in respect of the unused period of membership.

3. Membership Fees and Renewals

3.1 Membership is conditional on payment in advance and in full of the Membership Fee.

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3.2 The Membership Fee may be paid as follows:

3.2.1 in full in advance and on each anniversary of the Effective Date using either a Payment Card, bank transfer, or check.

3.3 Except where the Company gives its prior written consent, it will not accept payment of the Membership Fee by any method other than those stated in clause 3.2.

3.4 Where the Member has chosen to pay by Payment Card and the Company fails to receive such payment for any reason (including by virtue of the credit limit of the Payment Card having been exceeded or the Payment Card having been cancelled), the Company shall be entitled to terminate the Member's membership pursuant to clause 7.1 without prejudice to its other rights in respect of such non-payment.

3.5 Membership will automatically continue beyond each anniversary of the Effective Date ("the Renewal Date") unless otherwise cancelled or terminated by the Member or the Company in accordance with these Terms and Conditions. The Member authorizes the Company to deduct renewal Membership Fees by using the Payment Card up to 28 days prior to or at any time after the Renewal Date.

3.6 Upon the first anniversary of the Effective Date and at any time thereafter, the Membership Fee may be increased by the Company at any time, and from time to time. The Company shall give the Members not less than 30 days' written notice ("the Notice") prior to any such increases. Upon receipt of a Notice, the Member may cancel his membership by sending written confirmation of cancellation to the Company, provided that such confirmation is received by the Company within 28 days of the date of the Notice.

3.7 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.

3.8 Members shall pay the Membership Fee in full without any discount, deduction, set-off or abatement whatsoever. If the Member fails to make payment within 30 days following the due date then, without limiting any other right or remedy available to the Company, the Company may:

3.9 Freeze the Member's membership and withdraw the continuation of Services to the Member;

3.10 (Where a Member has arranged for the Membership Fee to be paid on an annual basis) cancel the membership pursuant to clause 7.1.2. Where such cancellation of membership occurs, the Company cannot guarantee a former Member will be successfully re-admitted as a Member at any time following cancellation.

3.11 Charge the Member interest on all overdue payments from the due date until payment is received in full (and both after as well as before judgment, if any) at the annual rate of three (3) percentage points above the publicly announced prime lending rate of HSBC Bank in effect from time to time (such interest accruing daily.)

4. Service Fees

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4.1 The Company's charges for the Services are based on an hourly charge out rate ("the Rate"). The Rate is calculated in 15 minute units (for example, if the duration of the Services is 20 minutes, the Member will be charged two 15 minute units). The standard Rate is \$80 per hour plus applicable taxes. The Rate will increase to \$300 per hour plus applicable taxes for time spent by a director of the Company. Where a Member or Agreed User requests Services outside the Company's Normal Business Hours (as defined in clause 4.2) an increased Rate will be charged which will be notified to and agreed with the Member or Agreed User, as the case may be, at the time the request for Services is made to the Company. Members will be notified of any changes to the Rate in writing no later than 21 days prior to the intended implementation of the new Rate. Upon receiving such notification, a Member shall be entitled to cancel Membership by serving written 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 calculated on a pro rata basis. Such reimbursement will be arranged by the Company within 28 days following receipt of the notice of cancellation from the Member.

4.2 The Company's Normal Business Hours are 9:00AM to 6:00PM Eastern Time, Monday to Friday. The Company may be available to provide Services to Members outside these hours. Normal Business Hours may be lengthened or shortened in the absolute discretion of the Company upon reasonable prior notice being given to Members. Upon receiving such notification, a Member shall be entitled to cancel Membership by serving written notice of cancellation to the Company within 14 days of the date of such notification. The Company will arrange a reimbursement of the unexpired portion of the Membership Fee calculated on a pro rata basis within 28 days following receipt of the notice of cancellation from the Member.

4.3 The Company shall issue monthly invoices in respect of the Service Fee to the Member (the "Invoice"). Invoices must be paid by the Member within 30 days of their date (the "due date") or such other period as is agreed in writing between the Company and the Member.

4.4 Members shall pay Invoices in full without any discount, deduction, set-off or abatement whatsoever. If the Member fails to make payment of such Invoices within 30 days following the due date then, without limiting any other right or remedy available to the Company, the Company may:

4.4.1 freeze the membership of the Member until such Invoices are paid, thereby preventing the Member from using the Services;

4.4.2 cancel the Member's membership pursuant to clause 7.1.2. Where the Company cancels membership pursuant to this clause, it shall refund the balance, if any, of the Membership Fee to the Member on a time apportionment basis in respect of the unused period of membership after first deducting any amounts due and owing to the Company by the Member. Where such cancellation of membership occurs, the Company cannot guarantee a former Member will be successfully re-admitted as a Member at any time following cancellation; and/or

4.4.3 charge the Member interest on all overdue payments from the date due until payment is received in full (and both after as well as before judgment, if any) at the annual rate of three (3) percentage points above the publicly announced prime lending rate of HSBC Bank in effect from time to time (such interest accruing daily).

5. Services

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5.1 The Company will provide the Services to the Member on condition that all requests are for lawful and moral personal services, as determined in the sole and absolute discretion of the Company, in respect of the personal needs or wishes of the Member.

5.2 The Company is entitled to act on instructions received from an Agreed User as if they were instructions received directly from the Member.

5.3 The terms and conditions governing the provision of certain services, for example, party or event organization, property searching or sourcing of staff members for Members, may be supplemented by additional agreements which will be sent to Members upon requesting such services. The provision of such services will not commence until the Company receives such agreement duly signed by the Member.

5.4 Acting in its sole and absolute discretion, the Company reserves the right, without liability hereunder, at any time and from time to time to:

5.4.1 refuse to provide any Service requested; and/or

5.4.2 withdraw the continuation of any Service;

5.5 The Company may subcontract with Suppliers in procuring the Services to be provided to or on behalf of the Members. The Company will communicate with Suppliers on a Member's behalf unless it considers that it is more appropriate under the circumstances for the Member to contact the Supplier directly, in which case the Company will advise the Member accordingly.

5.6 Suppliers may impose their own terms and conditions in providing the Services and Members shall comply with such terms and conditions. Unless otherwise agreed by the Company, a Member shall not cancel any requested Service once performance has begun for that Service regardless of whether the Service is performed directly by the Company or a Supplier.

5.7 Members acknowledge and agree that tickets to a sold-out event (the "Event") may be purchased at a premium to face value.

5.8 Where tickets to an Event have been purchased pursuant to clause 5.7 and the Event is subsequently cancelled, reimbursement to the Member will be limited solely to the face value of such tickets.

5.9 Where the Company supplies or purchases Goods which are made to a Member's personal specification or are perishable in nature, such Goods will not be returnable by Members under any circumstances.

5.10 Where a Member requests the Company to purchase Goods on his behalf, such Goods will be purchased by the Company as agent for the Member and accordingly any contract of purchase will be entered into between the Member, as principal, and the relevant Supplier.

5.11 Where a Member requests the Company to make recommendations to him, the Member agrees that the Company may retain any and all referral fees, commissions or other considerations received pursuant to such recommendations.

5.12 Where a Member requests that the Company purchase Goods on his behalf, the Member agrees that the Company may charge mark-up fees, handling charges and any other reasonable

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fees incurred in the purchasing of such Goods for or on behalf of the Member. *Members will be notified of such fees at the time the request is made to the Company.*

6. Payments to Suppliers

6.1 The Company offers an expense account (the "Client Fund Account") to each Member at no extra charge. From time to time, the Company may request a Member make a deposit ("the Deposit") to his Client Fund Account on specified dates. Where a Deposit 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 Client Fund Account. All monies held in the Client Fund Account shall not earn interest nor be segregated.

6.2 If the Member fails to make the required Deposit on the specified date as requested by the Company then, in addition to the remedy set forth in Clause 6.1 and without limiting any other right or remedy available to the Company, the Company may:

6.2.1 suspend the provision of any Services to the Member (where payment for such Services would otherwise be made from the Member's Client Fund Account) until the required Deposits are made;

6.2.1 cancel the Member's membership pursuant to clause 7.1.2. Where such cancellation of membership occurs and the Company subsequently receives an application from the former Member to be re-admitted as a Member, the former Member's application will be logged at the bottom of the Company's waiting list for membership and considered in due course.

6.3 A Member may at any time request that the balance of any monies contained in his Client Fund Account be distributed by the Company to the Member. Such a request must be in writing and signed by the Member. The Company will release the balance of any monies in the Client Fund Account, without interest, to the Member within 14 days of receiving the written request provided that all amounts due and owing to the Company from the Member have been paid in full.

6.4 The Company may use the monies contained in the relevant Member's Client Fund Account in order:

6.4.1 to make payments to a Supplier on the Member's behalf; and/or

6.4.2 (upon prior request from the Member) to pay an Invoice

6.4.3 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.

6.5 A complete breakdown of all transactions into and out of his Client Fund Account will be provided in the statement of account which will be sent to the Member each month.

6.6 The Company may provide the Member's Payment Card to the Supplier for the purpose of making payments to a Supplier on the Member's behalf on condition that a Member has requested and authorized the Company in writing to do so. In such circumstances, Members acknowledge, warrant and agree that:

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6.6.1 the Company shall have no liability in respect of or be responsible in any way for any use of a Member's Payment Card by such Supplier;

6.6.2 the Payment Card used will be that of the Member; and

6.6.3 the Payment Card will be sufficient to cover in full the cost of the goods or services supplied by the Supplier.

6.7 From time to time a Member may instruct the Company to make a restaurant reservation on his behalf. Where such reservation is subsequently cancelled by the Member, the Member authorizes the Company to charge to his Payment Card the amount of any deposit forfeited by the Company as a result of such cancellation.

7. Cancellation and Suspension of Membership

Cancellation by the Company

7.1 The Company reserves the right, in its sole and absolute discretion, to cancel the membership of any Member, at any time upon 24 hours prior written notice, with immediate effect in the following circumstances:

7.1.1 where a Member commits a material or repeated breach of these Terms and Conditions, other than non-payment, and the breach, if capable of cure, is not cured within 7 days of receipt of a default notice;

7.1.2 if any part of the Membership Fee or Service Fee remains unpaid 30 days after its due date for payment ; or

7.1.3 if a Member provides the Company with details which the Member knows to be false when applying for membership or fails or omits to disclose material information and the false declaration or material omission would have reasonably affected the Company's decision to grant membership.

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

7.2 In addition to the termination rights set forth in Clause 7.1, the Company may cancel membership of any member for any reason or for convenience, upon 28 days' prior written notice of cancellation to the Member. Where the Company cancels membership pursuant to this clause, it shall refund the balance of the Membership Fee on a time apportionment basis in respect of the unused period of membership provided that all amounts due and owing to the Company by the Member have been paid in full.

Cancellation by the Member

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7.3 A Member shall not be entitled to cancel membership during the initial 12 month period except where cancellation is sought by the Member in writing to the Company within 7 days of the Effective Date. In such circumstances, the Member will receive a full refund of the Membership Fee. Where the Member requests Services within 7 days of the Effective Date, his right to cancel in accordance with this clause will end from the date performance of the Services begins.

7.4 Where a Member cancels membership pursuant to clause 7.3, the Company will lose the time it has spent in processing the Member's application. Therefore, the Company reserves the right to charge the Member an administration fee of \$500 which will be sufficient to cover the Company's lost expenses and handling charges. This administrative fee will be deducted from the Membership Fee refund owed to the Member.

7.5 Members are entitled to cancel membership by giving not less than one month's written notice prior to each anniversary of the Effective 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 Client and process payment of the Membership Fee and the Member's entitlement to cancel in respect of his Membership for the following year will lapse.

7.6 Where membership has been cancelled in accordance with clause 7.5, the Member must ensure that the relevant Mandate for its Membership Fee, if any, has also been cancelled. Where the Member fails to do so, the Company will be required to repay an Installment to a Member due to the Member's omission. In such circumstances, the Company will lose time spent in arranging for such repayment to the Member. The Company therefore reserves the right to charge the Member an administration fee of \$200 per repayment which is sufficient to cover its lost expenses and handling charges.

7.7 In addition to the rights of cancellation under this clause 7, Members shall be entitled to cancel Membership in accordance with clauses 3.7, 4.1, 4.2 and 11.2.

8. Liability

8.1 The Company warrants that it will, at all times, exercise reasonable care and skill in providing the Services and, as far as reasonably practicable, such provision will be in accordance with the Member's request and instructions.

8.2 Where the Company engages a Supplier to procure Services for a Member, it will use reasonable care and skill in selecting and engaging the Supplier. Except as otherwise provided in clause 8.1, the Company does not provide any recommendations or representations or offer any warranties, express or implied, including (and not by way of limitation because of specification) as to the quality, merchantability or fitness for a particular purpose or otherwise of the Goods or the standard of Services supplied.

8.3 Members should note that 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 locate a substitute Supplier. The Company shall not be responsible for any actions of its Suppliers all of whom are independent contractors.

8.4 If the Company furnishes Members with a Supplier's contact or other information, Members must solely rely upon their own judgment and discretion in selecting and using the Services

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offered by any such Supplier and in entering into any contracts with such 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 cooperate with Members in any subsequent dealings with Suppliers.

8.5 Any contracts which Members enter into with Suppliers, either directly or through the Company as agent are independent of 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.

8.6 On occasions, the Company may be asked to make recommendations to Members. When making such recommendations, the Company shall endeavor to provide appropriate recommendations. However, the Company makes no warranties or representations (express or implied) as to such recommendation and specifically, without limiting the foregoing, does not warrant that such recommendations are or will be accurate or that they will be to the Member's satisfaction. Members must make and rely on their own inquiries 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 and the Member hereby waives any claim or right to assert a claim against the Company with respect thereto.

8.7 The Company, including its offices, directors, employees and affiliates shall not be responsible for, and hereby disclaims any and all liability for death or personal injury unless caused by the Company's or such person's gross negligence or willful misconduct.

8.8 Subject to clause 8.7 and whether or not the Company has been advised of the possibility of such damages, the Company will not have any liability to the Member for any claim to the extent that such claim arises out of, is in connection with the Company's Services, or can be characterized as a claim for:

8.8.1 loss of revenue or profits;

8.8.2 loss of business opportunity or loss of contracts;

8.8.3 loss of goodwill or injury to reputation;

8.8.4 indirect, incidental, consequential, exemplary or special loss or damage; or

8.8.5 anticipated savings.

8.9 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.

8.10 Applicable law may not allow the limitation of liability as set forth in this Section 8, of these Terms and Conditions so limitation of liability may not apply to you. IF ANY PART OF THIS LIMITATION OF LIABILITY IN SECTION 8 IS FOUND TO BE INVALID, INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY AND ITS AFFILIATES IN SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00) . OR THE AMOUNT (PROVIDED SUCH AMOUNT SHALL NOT BE IN EXCESS OF \$200,000) IN THE AGGREGATE PAID BY

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THE MEMBER TO THE COMPANY WITH RESPECT TO THE TRANSACTION FOR WHICH SUCH LIABILITY IS CLAIMED, under all circumstances, Members are solely responsible for making their own arrangements for the payment or insurance of any excess loss.

9. Confidentiality

9.1 The Company warrants that it will keep secret any confidential information that the Company possesses concerning the Member using a degree of care equal to the degree of care that the Company uses in connection with the treatment of its own confidential information, but in no event less than reasonable care. The Company will not, during the term of this Agreement or for any time after the termination or expiration of this Agreement copy, publish, use or disclose a Member's Confidential Information except that such Confidential Information may be disclosed (i) to employees or Suppliers on a need to know basis and as may be reasonably required in connection with the performance of the Company's obligations under this Agreement; or (ii) in connection with the defense of any action; or (iii) as authorized by the Member or by this Agreement. If the Company is required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation demand or similar process) to disclose any Confidential Information of the Member, the Company will reasonably cooperate with the Member and provide the Member with prompt notice of such request(s) as reasonably possible or so that the Member may seek an appropriate protective order.

9.2 The obligation at clause 9.1 shall continue during and after termination of the Services but shall cease to apply to information or knowledge which (i) has become public knowledge otherwise than through any unauthorized disclosure or other breach by the Company (ii) the Company lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) the Company knew prior to receiving or acquiring such information or develops such information independently.

10. Data Protection

10.1 The Company may periodically produce a newsletter or other publication which may be mailed to Members at the Company's discretion. If the Member does not wish to receive such mailings, he should instruct the Company accordingly in writing.

10.2 To ensure that Members maximize their membership benefits, the Company may send Members information by regular mail or email on forthcoming events and such other benefits, offers, products or services which they may be entitled to or interested in as a Member. If the Member does not wish to receive such information, he should instruct the Company accordingly in writing.

10.3 The Company may contact Members who have not used their membership recently to offer services or may contact Members to seek their opinion on how the Services offered may be improved. If the Member does not wish to be contacted in this way, he should instruct the Company accordingly in writing.

11. General

11.1.1 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

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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 11.3 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.

11.1.2 Any dispute or controversy between the Member and the Company arising out of, relating to, 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 then obtaining 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 11.1.1 prior to the commencement of an arbitration proceeding without waiving his 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.

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 to render an award which by its terms, has the affect 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.

11.2 The Company may revise the Terms and Conditions from time to time and will notify Members in writing in advance 14 days prior to such revision. Upon receiving a notice of a revision of these Terms and Conditions, a Member may cancel its membership by serving notice in writing to the Company within 30 days following receipt of the notice of revision. In such circumstances, the Company will reimburse the Member's Membership Fee on a pro rata basis as well as any unused amount on Deposit in the Member's Client Fund Account subject to the terms and conditions of this Agreement. A Member's continuing request for Services will indicate his acceptance of the revised Terms and Conditions in any event.

11.3 Where Members wish to raise any queries, concerns or complaints with the Company, it should write to the Company at 177 Prince Street, Suite 507/508, New York, N.Y 10012.

11.4 If any court of competent jurisdiction, arbitrator or arbitration panel finds any provision of these Terms and Conditions to be unenforceable, the remaining provisions shall be unimpaired and the unenforceable provision shall be reformed without further action by the parties and only to the extent necessary to make such provision valid and enforceable and to achieve the like fundamental benefits, effect and economic intent of such provision.

11.5. No person, firm, corporation, partnership, business entity or business organization, except as specifically provided for herein, shall be deemed a third party beneficiary under this Agreement.

11.6. 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. Any

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capitalized term used shall have the meanings set forth herein. No other right exists between the parties and none shall be implied from conduct or otherwise.

11.7 Any provision of these Terms and Conditions which, by its nature, would survive termination or expiration of this agreement will survive any such termination or expiration of this agreement, including, but not limited to this Section and Sections 8 (Liability), 9 (Confidentiality), 10 (Data Protection) and 11.2 .

11.8 All notices required or permitted under these Terms and Conditions shall be made in writing and, if to the Member, at the address listed in his membership application or to such other address as the member may specifically indicate to the Company in writing that all notices are to be sent; if to the Company, at its principal office or to such other location that the Company may indicate in writing from time to time.

11.9 Except as otherwise provided in Clause 11.2, the Company shall not be bound by any amendment, supplemented, cancellation or discharge of the Terms and Conditions except if the same is in writing and signed by an authorized officer of the Company.

11.10 All waivers of any of the Terms and Conditions by the Company must be in writing. Any delay or failure by the Company to exercise a right or privilege under the Terms and Conditions, or a partial or single exercise of that right or privilege shall not constitute a waiver of that or any other right or privilege.