



OWL LIFESTYE MEMBERSHIP AGREEMENT

The OWL LIFESTYE Membership Agreement (“Agreement”) is between AU Card LLC, dba “OWL LIFESTYE”, whose address is 3300 N. Ashton Boulevard Ste. 200, Lehi UT 84043, including its affiliates and successors (“OWL LIFESTYE”, “us”, “we”, “our”) and the applicant, (“you” and “yours”) for the purpose of applying for the OWL LIFESTYE Membership (“Membership”) which provides access to private financial services, personal concierge, asset sales and other bespoke goods and services. Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any other document as part of the OWL LIFESTYE Membership, the provision contained in this Agreement shall prevail, govern and control.

NOW THEREFORE, in consideration of the promises and covenants hereinafter contained, and other good and valuable consideration, the receipt and legal adequacy of which is hereby acknowledged, the parties hereby agree as follows:

Effective Date. This Agreement for Membership is subject to approval and will not become effective until OWL LIFESTYE accepts you as a member (“Member”). You must provide required information about you prior to becoming a Member and OWL LIFESTYE’s acceptance of you as a Member. The date of OWL LIFESTYE’s acceptance of this Agreement shall be the Effective Date for Membership purposes, which shall be calculated from the day your financial accounts are opened. Your Membership is subject to your payment of Monthly Fees, which shall be paid at the beginning of each month following the payment of the Joining Fee to continue to receive the services under your Membership.

Privacy Statement. Please refer to our main Privacy Policy contained at for more information regarding our data handling practices. All terms and provisions contained therein govern OWL LIFESTYE’s obligations with relevant statutory instruments. All customer data is kept secure and complies to the principles of applicable privacy regulations. We are committed to keeping your personal data secure. We will not pass information we hold about you to any third party other

than: (i) to our Services Providers that support the services rendered to you under this Agreement; (ii) to persons acting as our agents or partners under strict confidentiality obligations, (iii) to agencies and other organizations who may use or request your information to prevent and detect fraud, money laundering, terrorist financing or other financial crimes. If we transfer information to a third party in a country, we will ensure that the third party agrees to apply the same levels of protection that we are legally obligated to maintain when we process personal data. You have a right to inspect the personal data we hold about you. You will be solely responsible to ensuring that the details you provide to us are true, complete and accurate.

Personal Data. The information we collect from you may include your name, physical address, phone number, electronic email address, date of birth, taxpayer ID number, national ID, a self-portrait photograph, bank account information, credit card information, etc. You agree to promptly provide us with the information we request for the purpose of identity verification and to comply with regulations regarding anti-money laundering and terrorist financing. To verify your identity, we may use our Service Providers, digital tools and other electronic records and commercial and governmental databases to obtain a positive match of legal name and address. Sometimes finding your information using such databases does not work because the information is unavailable, or your name or address has changed. If we cannot verify your personal information, we will ask you to send us documentation through to our customer onboarding team that confirms your identity which you agree to provide in a timely manner as requested.

Services. The Services provided to Member(s) are those listed in Schedule 1. E-Money services and payment services are provided through OWL LIFESTYE's trusted independent third-party service providers under the separate provided terms and conditions and cardholder agreements (collectively the "Service Providers").

Digital Assets. Membership provides Members the opportunity to sell some digital assets (also referred to as "cryptocurrency" or "crypto" for the purpose of the Membership) and use proceeds to purchase goods and services or receive proceeds of the sale into designated accounts, subject to a separate successful KYC and acceptance by our cryptocurrency service provider. The deposit of Digital Asset sale proceeds shall incur a fee which shall be assessed at the time of the transfer from OWL LIFESTYE to Member's designated account or prior to proceeds being used to pay for goods and/or services. Please refer to the "OWL LIFESTYE Digital Asset Agreement" for more information regarding and legal provisions this service. You agree that you assume the risks of loss from a general suspension or prohibition in buying, selling or owning

digital assets by any governmental authority from which either party of this Agreement may be subject to. You agree to bear all the costs associated to the refund or return of the Digital Assets should we need to comply with any regulatory obligations. You understand that the price or value of digital assets can rapidly increase or decrease at any time. The risk of loss in holding Digital Assets can be substantial. Digital Assets received by us in relation to cryptocurrency transactions will not be safeguarded or insured. We do not make any representation regarding the advisability of transacting in digital assets. We cannot guarantee the timeliness, accurateness, or completeness of any data or information used in connection with you holding any exposure to Digital Assets. You are responsible for all taxes associate with the digital asset.

Payments. You are hereby liable for the payment of the fees set forth herein and as amended from time to time by OWL LIFESTYE. You agree to promptly tender payment for all Services provided to you by or through OWL LIFESTYE and its Service Providers. All payments, costs and fees under this Agreement are non-refundable and not prorated, except as provided under applicable law. Late payments shall accrue interest at 3% interest per calendar month or the maximum amount allowed under applicable law. You are responsible for all costs associated with payment collection, including but not limited to attorney fees, our staff time cost, operational costs and court costs and you agree to indemnify OWL LIFESTYE for all costs associated with collection. You acknowledge and agree that such amounts shall be directly debited from your account/s by us.

Monthly Fees. Monthly Fees are owed to OWL LIFESTYE pursuant to Schedule 1. You expressly agree to submit payment of the Monthly Fee throughout your Membership with us. Monthly Fee start following the first month of your Membership. You may choose to enroll to a recurring subscription monthly fee during your account setup. If you agree to this option, you authorize us to automatically debit the Monthly Fee from your Membership currency account balances (USD/GBP/EUR/CNY/JPY), on a monthly basis. You may choose to manage future Monthly Fees by switching to pay your Monthly Fee via credit/debit card on a recurrent basis under Continuous Payment Authority (CPA). The CPA is a type of regular automatic payment wherein you grant permission to us to debit money from a credit or debit account whenever you owe us fees. You may cancel your preferred payment methods by submitting a request through the Account Management Section of your Accounts or by contacting OWL LIFESTYE Member Support Team. Such request must be provided at least 5 days prior to the scheduled debit.

Should you owe us any Monthly Fees and you are either (i) not subscribed to automatic account debit or CPA, or (ii) the amounts included in your account balance are not sufficient or the credit card information in your account is faulty or no longer valid, your Membership account and all Membership services may be suspended until we receive payment of (i) one Monthly Fee applicable to your Membership Tier, and (ii) the Reactivation Fee collected by our affiliates. If you owe us Monthly Fees, you may only log into your account to submit the then current balance owing amount. Our Service Providers may assess inactivity fees related to your financial accounts. YOU AGREE THAT OWL LIFESTYE AND OWL LIFESTYE'S SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE CAUSED BY THE APPLICATION OF THE PROVISIONS IN THIS CLAUSE. YOU AGREE TO HOLD HARMLESS OWL LIFESTYE AND OWL LIFESTYE'S SERVICE PROVIDERS AND TO INDEMNIFY OWL LIFESTYE AGAINST ALL EXPENSES AND LIABILITIES REASONABLY INCURRED BY US IN CONNECTION WITH OR ARISING OUT OF ANY ACTION, SUITE OR PROCEEDING BY REASON OF THE PROVISION SET FORTH ABOVE AND YOU WAIVE ALL CHARGEBACK RIGHTS REGARDING YOUR MEMBERSHIP PAYMENTS.

If you fail to make any payment and amounts due cannot be sufficiently collected, we may choose to terminate your account after 30 days the payment is due, and we may proceed to collect due amounts under this Agreement. All benefits or rights you may have under the OWL LIFESTYE Membership shall automatically terminate, irrevocably.

Benefits. By continuously using your OWL LIFESTYE Membership, you may be eligible to access different and financial benefits and rewards offered by OWL LIFESTYE, in accordance with the present Agreement and other terms and conditions as determined by OWL LIFESTYE from time to time. These benefits include, but are not limited to, Travel Purchase Discounts, Product Procurement, Event Access, Car Rentals, Money Remittance, etc.; which are all outlined in this Agreement (Schedule 1) or OWL LIFESTYE Cardholder & Multi-Currency E-Money Account Terms and Conditions.

Members acquire no vested or accrued right or entitlement to the continued availability of any particular rewards, benefit, redemption or levels. Some benefits are subject to availability in your country of residence or in the country wherein the benefit is offered. Prices may be subject to exchange rates. Requests or deposits are non-refundable, partial refund exceptions may apply to event cancellations only after cancellation charges are collected. Local taxes are mandatory in various countries and are additional. Any taxes, fees or other costs related to these benefits may

be withheld or set off from your OWL LIFESTYE accounts. OWL LIFESTYE reserves the right to revoke, terminate, suspend or modify the Benefits and any and all rewards, points, redemptions or levels related thereto in its sole discretion with no prior notice. Please refer to the Limitation of Liability Section of this Agreement for more information.

Membership Rules and Regulations. You acknowledge and agree that you have received, read, understood, and agreed to this Agreement by using the membership. You agree to be fully bound by the terms and conditions of this Agreement and any changes made from time to time by OWL LIFESTYE at its sole discretion. If you do not agree with an the updated or amendment to this Agreement, you agree to cancel your Membership within 10 days of the amendment and not utilize the Membership. Your continued use of Your Membership is unequivocal evidence of your agreement of any changes to this Agreement. Check back to the website (member.wallet-OWL LIFESTYE.com) often to remain apprised of the current version of this Agreement and the OWL LIFESTYE Cardholder & Currency Account Terms and Conditions. Membership which have not completed financial (including traditional or non-traditional currency) transactions for a period set forth in the Fee Schedule shall be charged an inactivity fee pursuant to this Agreement and the OWL LIFESTYE Cardholder & Currency Account Terms and Conditions. You acknowledge and agree that inactivity fee will be deducted by OWL LIFESTYE from your currency wallet(s), card account or crypto wallet(s), as applicable without further notice to you. This fee is applicable for the entire duration of the Membership.

No Ownership or Right to Participate in Management. You acknowledge and agree that the Membership does not include (i) any ownership, equity, or other proprietary interest in OWL LIFESTYE or any of its assets, (ii) any right to receive or participate in OWL LIFESTYE's earnings, nor (iii) any voting rights or any right to participate in OWL LIFESTYE's management or operation.

Contact. You expressly agree to be contacted by OWL LIFESTYE and associated third-party Service Providers through the phone number and email address provided by you. You agree to receive all Membership information through the email and telephone number you provide. You hereby authorise OWL LIFESTYE and its Service Providers to contact and obtain information from your personal references identified herein. You also authorise OWL LIFESTYE to inquire after your bank and creditors concerning you and to conduct any other check of your personal history. OWL LIFESTYE shall keep any information obtained confidential with respect to persons not authorised by OWL LIFESTYE and its Service Providers to evaluate your application.

Termination. You may cancel your OWL LIFESTYE Membership at any time in accordance with applicable law. All fees are non-refundable. OWL LIFESTYE may immediately terminate this Agreement at any time for breach of this Agreement by you, however our termination of this Agreement does not relieve you of your obligation to pay any outstanding amounts owed to us. OWL LIFESTYE or its Service Providers may also terminate this Agreement or discontinue the products or services included in this Agreement, without cause, at any time by given written notice to you. Please refer to the OWL LIFESTYE currency and cardholder terms and conditions to review the process upon termination of this Agreement. YOU HEREBY HOLD HARMLESS OWL LIFESTYE AND ITS SERVICE PROVIDERS AGAINST ANY LOSS OR DAMAGE RESULTING FROM OR IN CONNECTION WITH THE TERMINATION OF THIS AGREEMENT OR CESSATION OF THE SERVICES PROVIDED HEREIN.

Indemnification and Assumption of Risk. By using the Membership, You agree to indemnify, defend and hold OWL LIFESTYE and its Service Providers (and both of their owners, officers, employees and other agents) harmless from and against any and all liabilities, costs (including reasonable attorneys' fees, court cost, arbitration costs, expert witnesses), claims, demands or damages ("Damages") related to this Agreement including Damages incident to or arising out of the acts or omissions by you, your family members, or anyone including but not limited to spouse/partners, children, employees, friends, household staff, or anyone acting under your direction with or without written permission, by you to use the Membership or Services as a guest ("Guest").

You agree that you will reimburse OWL LIFESTYE for any and all transactions or Service which are made by Guests. Member agrees to fully cooperate in the civil and criminal prosecution of anyone, including themselves, engaged in unauthorized use of your account and/or assets, and your failure to cooperate will be deemed as the claimed unauthorised transaction or Service as being authorized by you as valid and you shall be responsible to indemnify OWL LIFESTYE for all expenses incurred during the review, investigation and resolution of any such claim or Damages. You hereby authorize OWL LIFESTYE to deduct indemnification amounts from any of your account or asset proceeds.

Limitation of Liability. IN NO EVENT WILL OWL LIFESTYE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE OR OTHER ECONOMIC DAMAGE) WHETHER

BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE WHETHER YOU HAVE BEEN PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CLUB AND IT SERVICE PROVIDERS DO HEREBY DISCLAIM ANY AND ALL WARRANTY, GUARANTEE AND/OR REPRESENTATION, EXPRESS OR IMPLIED, REGARDING ALL GOODS AND SERVICES PURCHASES MADE THROUGH OWL LIFESTYE OR BY OUR THROUGH ITS SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO GOODS DAMAGED, UNDELIVERED OR OTHERWISE, TRAVEL SERVICES, HOTELS, TRANSPORTATION, LODGING, CONCIERGE SERVICES, AIR FARES AND/OR CHARTERS, OR ANY OTHER SERVICE AND/OR GOODS PROVIDED, ALL GOODS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR GUARANTEE OF ANY TYPE. IN ANY OTHER CASE, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST OWL LIFESTYE FOR ANY ACT OR OMISSION HEREUNDER WILL NOT EXCEED THE LESSER OF THE AMOUNTS PAID UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS PRECEDING THE DATE OF NOTICE OF THE APPLICABLE CLAIM. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND DEEMED A WAIVER BY MEMBER. ANY INSTRUCTIONS OR ORDERS PLACED BY YOU WILL BE COMPLETED TO THE BEST OF OUR ABILITY, WE MAKE NO GUARANTEE OR WARRANTY OF MERCHANTABILITY REGARDING SUCH. YOU WAIVE RIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW UNDER THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND RELEASE OWL LIFESTYE FROM ALL CLAIMS AND OBLIGATIONS UNDER THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS.

Disputes. This Agreement is governed exclusively by the laws of the State of Utah without regard to the conflict of laws. The exclusive venue for all disputes shall be decided in Salt Lake City, Utah by binding arbitration. This Agreement is written and available in English and all correspondence with you in respect of your Membership shall be in English. In the event that this Agreement are translated, the version in English shall take priority. Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing agreement within fourteen days, the parties hereby agree that the dispute shall be referred to a mediator and finally resolved by arbitration under the JAMS Rules. Judgement on the award rendered by the arbitrator can be entered in any court having jurisdiction thereof. Either party agrees to provide to the other a 30-day written notice of dispute. Both parties in this Agreement will bear their own costs to initiate a dispute through arbitration. YOU IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY OBJECTION THAT YOU MAY HAVE OR HEREAFTER HAVE TO

THE LAYING OF THE VENUE INCLUDED IN THIS CLAUSE, AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF SIX MONTHS OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. **YOU AGREE AND UNDERSTAND THAT YOU AND WE ARE GIVING UP: (I) THE RIGHT TO TRIAL BY JURY; (II) THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY FORM OF CLASS ACTION INCLUDING BUT WITHOUT LIMITATION ANY CLASS ARBITRATION (“CLASS ACTION WAIVER”).**

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

Assignability. This Agreement is assignable by OWL LIFESTYE at any time without notice. This Agreement and Membership are personal to the Member and are not assignable by Member to any other entity or individual.

Severability. In the event that any part of this Agreement is held not to be enforceable, this shall not affect the remainder of this Agreement which shall remain in full force and effect. OWL LIFESTYE reserves the right to include a substitute provision to the aforementioned part or provision that to the extent possible is (1) valid and enforceable and (2) accomplishes the original business purpose.

YOUR PAYMENT AND/OR USE OF THE MEMBERSHIP IS CONCLUSIVE EVIDENCE OF YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Customer Services. The OWL LIFESTYE Member Support Team may be contacted in the following ways:

Mobile Application:	Refer to the "Contact Us" information in the mobile application
Email:	support@owl-lifestyle.com
Phone	+82 7047844351. number is +1 844 230 4996
Post:	AU Card LLC, 3300 N. Ashton Blvd. S 200 Lehi UT 84043 Attention OWL LIFESTYE Member Support

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SCHEDULE 1: MEMBERSHIP MATRIX

MEMBERSHIP SERVICES, FEES AND BENEFITS

Fees are due at the time of service and are non-refundable, unless otherwise provided under applicable law. In the event you choose to cancel Your Membership, you will be refunded your Membership payment back, less any applicable fees. Please refer to the OWL LIFESTYE Cardholder & Multi-Currency E-Money Account Terms and Conditions for fees associated to your card and e-money accounts. Membership services and benefits are subject to change without notice; OWL LIFESTYE reserves the right to make substitutions. Members who qualify for the currency account will be notified and issued an individual multi-currency e-money account subject to the OWL LIFESTYE Multi-Currency E-money Account Terms and Conditions. If a Member does not qualify for a currency account, the OWL LIFESTYE Multi-Currency E-Money Account Terms and Conditions are not applicable to such unqualified Member and the unqualified Member will not be issued a currency account.

OWL LIFESTYE Fees	Standard	Premium
Joining Fee	\$69	\$420
Monthly Fee (starting month 2)	\$23	\$69
Card Type*	Plastic	Aluminium
24/7 Concierge Team Global Support**	Included	
Multi-Language Virtual Assistant Chat and Phone	Included	
Digital/Crypto Wallets (BTC, ETH, BCH) ***	Included	
Crypto Exchange Services	4%	2%
Crypto Send – Internal (different currency)	4% (FX fee) + 0.2% txn fee	2% (FX Fee only)
Crypto Send – Internal (same currency)	0.20%	Free
Crypto Send - External	0.75% plus blockchain fee	0.20% plus blockchain fee
Crypto Receive - External	Included	
Crypto Liquidation Fee (crypto to fiat)	3%	0%
Inactivity Fee (charged after 90 days of inactivity per month)	\$20	

* Please refer to the OWL LIFESTYE Cardholder & Multi-Currency E-Money Account Terms and Conditions for the fees associated to the OWL LIFESTYE card and currency accounts. This is a separate agreement and contains its own fee schedule.

** Concierge Services may include travel planning services, booking & reservations, errand running services, personal/human resources services, personal procurement, shopping and bill pay, event & ticket procurement, and others that we may from time to time offer.

*** Please refer to the OWL LIFESTYLE Digital Asset Agreement for more details regarding this service.