



# Founder Information

- 03. Aman Club Benefits
- 04. Payment Details
- 05. Agreement

# Founder Benefits

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## Privileged Access

The Aman experience is elevated to a new level across the existing resort portfolio, at prospective urban properties and beyond - whether booking accommodation, spa treatments or fine-dining experiences.

Across the global resorts

- Managed exclusively by the Private Office, Founder reservations are prioritised across the globe at all Aman properties.

At city hotels

- Aman's urban properties will be home to private Club spaces – exclusive to Founders – in cities such as New York, Miami and Bangkok.

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## Programming

The Aman Club is a community of like-minded individuals, who are invited to experience uniquely curated culinary, wellness and cultural programs privately or collectively.

Exceptional culinary journeys

- Discover rich and varied culinary heritages, under the guidance of expert chefs, exploring sustainable cooking that focuses on the finest seasonal ingredients.

Opportunities to find balance

- Find greater serenity through tailored wellness immersions and treatments informed by the Aman Spa philosophy and fitness programs led by expert trainers.

Cultural inspiration

- Become immersed in the world's most fascinating and stimulating cultural backdrops, that guide Aman destinations through a range of transformational experiences.

## Private Office

Seamless journeys and spectacular adventures are organised and tailored to the bespoke needs and interests of the Founders.

Paths to enrichment

- Experience a different world within Aman. Resorts will prioritise bookings for Founders, with accommodation upgrades offered whenever possible. Day passes at Aman resorts will also be a privilege offered solely to Founders, providing the opportunity to experience the Aman way of life across the globe.

Adventures in the extraordinary

- The Private Office is seamlessly extended on property, where dedicated hosts assist in the curation of itineraries, wellness programs and other adventures. Special experiences inspired by individual interests can also be arranged with compliments of the Aman Club.

Dedicated to wellness

- Escape the routine of daily life by taking a journey that revitalizes physical and mental integration during a stay dedicated to wellness. With a comprehensive understanding of individual goals, treatments are structured around specific health profiles. Fitness, nutrition, and mindfulness experiences are uniquely designed to provide release and relaxation for body and mind, as well as restoration and reinvigoration.

\$200,000 Initiation Fee

\$15,000 Annual Dues Per Club (Due upon joining)

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Full Account and Routing Number

This routing number can only be used for direct deposits and ACH transactions.

|                  |                                                                    |
|------------------|--------------------------------------------------------------------|
| ACCOUNT NAME     | AMAN LIFESTYLE CLUB ACCOUNT, LLC                                   |
| ACCOUNT NUMBER   | 532982672                                                          |
| ABA ROUTING      | 021 000 021                                                        |
| SWIFT CODE       | CHASUS33                                                           |
| BANK INFORMATION | JPMorgan Chase<br>383 Madison Avenue<br>New York, NY 10017         |
| ACCOUNT ADDRESS  | 874 Walker Road, Suite C<br>Dover, Delaware 19904<br>United States |

# Agreement

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## Table of Contents

|                                                                         | PAGE |
|-------------------------------------------------------------------------|------|
| ARTICLE I AMAN MEMBERS CLUB PLAN .....                                  | 1    |
| 1.1 Members Club Documents .....                                        | 1    |
| 1.2 Club Facilities .....                                               | 1    |
| 1.3 Non-Equity Members Club Memberships .....                           | 1    |
| 1.4 Members Club Membership Term .....                                  | 2    |
| ARTICLE II INVITATION AND APPLICATION FOR MEMBERS CLUB MEMBERSHIP ..... | 2    |
| 2.1 Invitation of Members; Members Club Application Process .....       | 2    |
| 2.2 Members Club Membership Issuance .....                              | 2    |
| 2.3 Disclosures .....                                                   | 3    |
| ARTICLE III MEMBERS CLUB BENEFITS, CATEGORIES AND FEES .....            | 3    |
| 3.1 Members Club .....                                                  | 3    |
| 3.2 Members Club Category(ies) .....                                    | 3    |
| 3.3 Members Club Dues .....                                             | 4    |
| 3.4 Payment of Members Club Dues .....                                  | 4    |
| ARTICLE IV MEMBERS CLUB INITIATION FEE .....                            | 4    |
| 4.1 Members Club Initiation Fee .....                                   | 4    |
| ARTICLE V PAYMENT AUTHORIZATION; MEMBERS CLUB ACCOUNT .....             | 5    |
| 5.1 Payment Authorization .....                                         | 5    |
| 5.2 Members Club Account .....                                          | 5    |
| 5.3 Member Correspondence .....                                         | 5    |
| 5.4 Disputes .....                                                      | 5    |
| 5.5 Aman Club Company Rights .....                                      | 5    |
| ARTICLE VI RULES AND REGULATIONS; GUEST PRIVILEGES .....                | 5    |
| 6.1 Members Club Rules .....                                            | 5    |
| 6.2 Conduct of Members and Guests .....                                 | 6    |
| 6.3 Standard of Dress .....                                             | 7    |
| 6.4 Bookings and Reservations .....                                     | 8    |
| 6.5 Prohibited Use; No Solicitation .....                               | 8    |
| 6.6 Anti-Harassment; Disciplinary Action .....                          | 9    |
| 6.7 Use of Guest Privileges .....                                       | 9    |
| 6.8 Prohibited Guests .....                                             | 10   |
| ARTICLE VII TERMINATION, RESIGNATION AND TRANSFER .....                 | 10   |
| 7.1 Termination .....                                                   | 10   |
| 7.2 Resignation .....                                                   | 11   |
| 7.3 Procedure Upon Resignation and Termination .....                    | 11   |
| 7.4 Transfer .....                                                      | 11   |

Table of Contents

|                                                                                                                                                           | PAGE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| ARTICLE VIII STORAGE LOCKERS .....                                                                                                                        | 12   |
| 8.1 Storage Locker.....                                                                                                                                   | 12   |
| ARTICLE IX DISCLOSURES AND LEGAL REQUIREMENTS.....                                                                                                        | 12   |
| 9.1 Termination of Members Club Membership and Members Club.....                                                                                          | 12   |
| 9.2 Legal Requirements .....                                                                                                                              | 12   |
| 9.3 Changes to the Members Club .....                                                                                                                     | 13   |
| 9.4 Notice to Prospective Members .....                                                                                                                   | 13   |
| 9.5 No Resale.....                                                                                                                                        | 13   |
| ARTICLE X LIMITATION ON LIABILITY.....                                                                                                                    | 13   |
| 10.1 Member Liability.....                                                                                                                                | 13   |
| 10.2 Indemnification.....                                                                                                                                 | 13   |
| 10.3 Personal Property .....                                                                                                                              | 14   |
| 10.4 No Third-Party Beneficiaries .....                                                                                                                   | 14   |
| ARTICLE XI ACKNOWLEDGEMENT OF MEMBER RIGHTS AND OBLIGATIONS .....                                                                                         | 14   |
| 11.1 Acknowledgement .....                                                                                                                                | 14   |
| 11.2 Reservation by Aman Club Company .....                                                                                                               | 14   |
| 11.3 Savings Clause.....                                                                                                                                  | 14   |
| ARTICLE XII CHOICE OF LAW; MANDATORY AND BINDING ARBITRATION; NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS; LIMITATION ON TIME TO MAKE CLAIMS ..... | 15   |
| 12.1 Choice of Law.....                                                                                                                                   | 15   |
| 12.2 Mandatory and Binding Arbitration .....                                                                                                              | 15   |
| 12.3 No Class or Representative Actions or Arbitrations .....                                                                                             | 15   |
| 12.4 Limitation on Time to Make Claims.....                                                                                                               | 15   |

# Agreement

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## ARTICLE I

### AMAN MEMBERS CLUB PLAN

Aman Lifestyle Club, LLC, a Delaware limited liability company ("Aman Club Company"), shall offer non-equity memberships (the "Members Club Membership(s)") in the "Aman Members Club" (the "Members Club"). Members Club Memberships shall provide individuals or entities ("Member(s)") with certain rights, benefits, services and privileges as further described herein (the "Members Club Benefits").

Upon completion of the Members Club Nomination Process (as defined herein), including the payment of the applicable Members Club Initiation Fee (as defined herein), Member will be issued a Members Club Membership and will receive certain rights, benefits, services and privileges depending on the Members Club Category (as set forth in Section 3.2) to which such Member is elected pursuant to the terms and conditions set forth herein. In furtherance of the foregoing, this "Aman Members Club Plan" (this "Members Club Plan") sets forth the terms and conditions of Members Club Membership, including, without limitation, the various rules and regulations governing the relationship between each Member, on the one hand, and Aman Club Company, on the other hand.

1.1 Members Club Documents. Each Candidate (as defined herein) should carefully read all of the information in the following documents, which, at the discretion of the Aman Club Company, may be provided in paper or digital form (the "Members Club Documents") for the type of Members Club Membership being acquired by such Candidate:

1.1.1 The Membership Invitation (the "Membership Invitation");

1.1.2 The Membership Nomination or other application (whether written or verbal) authorized by Aman Club Company from time to time in its sole and absolute discretion (the "Membership Nomination");

1.1.3 The Payment Method Form or other payment method authorized by Aman Club Company from time to time in its sole and absolute discretion (the "Payment Method Form");

1.1.4 The Members Club Membership Authorization (the "Members Club Membership Authorization"); and

1.1.5 This Members Club Plan.

1.2 Club Facilities. A Member that is elected to a Members Club Membership receive access to and use of certain private Club amenities and access to common areas at designated Aman properties in Aman Club Company's sole discretion (the "Club Facilities"). Member's Club Membership shall select a primary Club Facility in connection with each Membership ("Primary Club Facility"). A Member will have (i) access to certain areas of the Primary Club Facilities (as defined herein), (ii) access to such other facilities as may be made available by the Aman Club Company from time to time in its sole and absolute discretion, and (iii) reciprocal limited access rights to the club facilities at other Aman clubs ("Other Club Facilities") as determined by the Aman Club Company and/or its affiliates from time to time in its sole and absolute discretion; it being acknowledged and agreed that the terms and conditions of such reciprocal access rights (including, without limitation, any rules and/or any other terms and conditions in connection with any such use of such Other Club Facilities). Members shall be required to adhere to all local policies, rules and regulations at the Primary Club Facility and Other Club Facilities. For avoidance of doubt, and notwithstanding anything to the contrary herein, a Member, (including registered Members), and any guest of a Member (subject to the terms and conditions of Section 6.7), shall only be permitted to use and access the areas of the Club Facilities that such Member has use of and access to.

1.3 Non-Equity Members Club Memberships. Members Club Memberships are revocable memberships that provide Members with Members Club Benefits. A Members Club Membership does not provide a Member with an equity, ownership or voting interest or any other property interest in the Club Facilities, the Other Club Facilities, the Aman

# Agreement

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Club Company or its affiliates, the Members Club, the Aman Hotel, or the Other Aman Hotels, should not be viewed as an investment in the Club Facilities, the Other Club Facilities, the Aman Club Company or its affiliates, the Members Club, the Aman Hotel, or the Other Aman Hotels, and does not give a Member a vested or prescriptive right or easement to access or use the Club Facilities, the Other Club Facilities, the Aman Hotel or the Other Aman Hotels. Each Members Club Membership is personal to a Member and is not transferrable or assignable (except to the extent set forth in Section 7.4 with respect to (x) transfers upon death of a Member or (y) in limited circumstances and subject to satisfaction of certain conditions, upon the resignation of a Member). All of the Members Club Benefits will be inherent in the Members Club Membership and not in any manner separable or transferable apart from such Members Club Membership. A Members Club Membership cannot be collateralized, resold or divided in any manner whatsoever.

1.4 Primary Member; Registered Member. Upon receipt of the Membership Invitation, the prospective member shall designate one (1) primary member responsible for the Members Club Membership ("Primary Member"). Subject to Aman Global Club's sole discretion, the Primary Member may be entitled to designate additional individuals as registered members under the Primary Member ("Registered Members"). The availability and number of permitted Registered Members shall be subject to Aman Global Club's sole discretion. Registered Members shall have the same privileges and access rights as Primary Members, and each Registered Members shall be designated as a "Member". The Primary Member may change or remove individuals designated as Registered Members, subject to Aman Global Club's prior approval, in its sole discretion.

1.5 Members Club Membership Term. Each Member's Members Club Membership will commence upon completion of the Members Club Nomination Process (such date to be confirmed by Aman Club Company (the "Members Club Membership Commencement Date")) and continue until either (i) resignation by or, death of a Member (subject to the terms and conditions of Section 7.4 with respect to transfers upon death of a Member), or (ii) termination by Aman Club Company as more fully set forth herein (the "Term"). If a Member resigns from, or if Aman Club Company terminates, a Member's Members Club Membership, then such Member's Members Club Membership shall terminate in accordance with Section 7.2 and Article VII herein, notwithstanding such Member's obligation to pay all outstanding and accrued fees, dues and charges owed to Aman Club Company. For avoidance of doubt, Members of the Members Club Membership shall not be permitted to use the Club Facilities or granted any Members Club Benefits prior to the date of the official launch of the Members Club (as determined by Aman Club Company in its sole and absolute discretion) (the "Club Launch Date"); it being acknowledged and agreed that the Aman Club Company in its sole and absolute discretion may grant the use of certain Other Club Facilities and/or Members Club Benefits prior to the Club Launch Date.

## ARTICLE II

### INVITATION AND NOMINATION FOR MEMBERS CLUB MEMBERSHIP

2.1 Invitation of Members; Members Club Nomination Process. Individuals or entities that are invited for Members Club Membership (each, a "Candidate") may only accept such invitation by, and no such invitee shall be considered a Member of the Members Club unless and until such invitee completes, executes, reviews and/or submits to Aman Club Company, and Aman Club Company, acting in its sole and absolute discretion, approves and accepts the Membership Invitation, and is in compliance with all of the terms and conditions set forth in the Members Club Documents (items (i) - (v), collectively, the "Members Club Nomination Process").

2.2 Members Club Membership Issuance. Aman Club Company has the sole and exclusive authority and power to invite a Candidate to apply for Members Club Membership (including, without limitation, the specific Members Club Category that a Candidate is designated by the Aman Club Company to join) and shall make all decisions regarding whether any such Candidate is elected to become a Member of the Members Club in its sole and absolute discretion. In no event shall Aman Club Company discriminate against any individual because of the individual's race, color, religion, sex, national origin, sexual orientation, gender, age, handicap or marital status.

# Agreement

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2.2.1 Aman Club Company may request additional support and/or further information regarding the Candidate prior to issuing a decision with regards to such Candidate's Membership Nomination. Any omissions or inaccuracies in the Membership Nomination (or any other Members Club Document submitted in the Members Club Application Process) may render the Candidate's Membership Nomination void at the sole and absolute discretion of Aman Club Company.

2.2.2 Aman Club Company has the right to (i) request any Candidate to withdraw his or her Membership Application, and/or (ii) refuse to accept and/or approve any Membership Nomination, without any requirement to give the Candidate an explanation for such request to withdraw or refusal, as the case may be. Any Candidate that has been rejected for Members Club Membership Nomination by Aman Club Company shall not be considered again for Members Club Membership Nomination until at least twelve (12) months have elapsed since such rejection, or such other time at the sole and absolute discretion of Aman Club Company.

2.2.2 Each Member agrees to be bound by and observe at all times the terms and conditions of this Members Club Plan and certain other rules, regulations and policies that may be established by Aman Club Company from time to time (the "Rules") applicable to Member, Member's guest(s) and the Members Club Membership generally.

2.3 Disclosures. Aman Club Company and Aman Lifestyle Club Account, LLC, a Delaware limited liability company ("Aman Club Account Company") are committed to maintaining the privacy of each Member. In furtherance of the foregoing, any and all private personal information disclosed by a Member to Aman Club Company and Aman Club Account Company will be kept strictly confidential and Aman Club Company and Aman Club Account Company will not disclose any such private personal information to any third party except as otherwise provided in the Members Club Documents without the Member's consent, unless disclosure is required by law. By becoming a Member, it is acknowledged that any private personal information that a Member and/or their guests make available to Aman Club Company and Aman Club Account Company, either through the Members Club Membership Nomination Process, access to the Members Club, the Club Facilities, the Aman Hotel, the Members Club Benefits and/or the Members Club's website or otherwise, is done so voluntarily and with each Member's and their guests' acknowledgement and consent. Aman Club Company and Aman Club Account Company have established a privacy policy in respect of the confidence of its Members and in conformity with the high standards of data protection to which it is committed. Aman Club Company's and Aman Club Account Company's privacy policy, which accessible at [https://www.aman.com/sites/default/files/aman\\_new\\_york\\_privacy-notice143497544\\_2.pdf](https://www.aman.com/sites/default/files/aman_new_york_privacy-notice143497544_2.pdf) sets forth the terms upon which Aman Club Company and Aman Club Account Company collects, uses, and/or shares any personal data of each Member and/or their guests. Each Candidate, upon execution of the Members Club Membership Authorization, shall consent to Aman Club Company's and Aman Club Account Company's limited disclosure of such Candidate's personal information for purposes of verifying the information submitted to Aman Club Company and Aman Club Account Company in the Members Club Nomination Process (including, to the extent that Aman Club Company extends credit in connection with any Members Club Membership, any credit reports requested from consumer reporting agencies).

## ARTICLE III

### MEMBERS CLUB BENEFITS, CATEGORIES AND FEES

3.1 Members Club. The Members Club Benefits on Exhibit A that correspond to the specific Members Club Category as to which a Member is elected may be amended, modified, established, replaced and/or terminated from time to time by Aman Club Company in its sole and absolute discretion. Member and its guests shall enjoy the Members Club Benefits, subject to the terms and conditions of this Members Club Plan.

3.2 Members Club Privileges. In order to provide exclusivity to Members, the Members Club reserves the right to, from time to time in its sole and absolute discretion, (i) limit and/or expand the number of available Members Club Memberships, and (ii) establish different Members Club Membership categories (the "Members Club Category(ies)"), including certain additional and/or unique benefits and rights associated with any existing or future Member

# Agreement

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3.3 Members Club Dues. In connection with the Members Club, each Member will be required to pay annual Members Club dues established, from time to time, by Aman Club Company or entity designated by the Aman Club Company. The Members Club Dues are subject to change from time to time in Aman Club Company's sole and absolute discretion and are set forth on the Membership Invitation or otherwise disclosed to Candidates and/or Members.

3.4 Payment of Members Club Dues. Each Member shall be responsible for the timely payment of the annual Members Club Dues in accordance with payment due dates established by Aman Club Company from time to time in its sole and absolute discretion; it being acknowledged and agreed that the Aman Club Company in its sole and absolute discretion may, upon the written request of a Member, grant such Member the option to split the payment of his/her annual Members Club Dues into equal monthly or equal quarterly installments. Aman Club Company will automatically charge the Payment Method (as defined herein) the Members Club Dues for the calendar year in which a Candidate is elected as a Member of the Members Club within five (5) business days of such Candidate's election. If for any reason Aman Club Company is unable to charge the Payment Method the Members Club Dues for the calendar year in which such Candidate is elected as a Member of the Members Club, such Candidate shall have an additional five (5) business day period to replace the declined Payment Method and pay any amounts owed to Aman Club Company, or such Candidate's election shall be deemed void at the sole and absolute discretion of Aman Club Company. A Candidate may be requested by Aman Club Company to submit satisfactory proof that there was reasonable cause for the delay to avoid revocation of election to Members Club Membership.

3.4.1 Notwithstanding the foregoing, any Candidate elected to the Members Club Membership prior to the Club Launch Date shall not be required to pay the annual Members Club Dues until the date which is five (5) business days following the Club Launch Date, at which time Aman Club Company will automatically charge the Payment Method for such Members Club Dues for the then-current calendar year.

3.4.2 Commencing in the calendar year immediately following the calendar year in which a Member first paid Members Club Dues and for each calendar year thereafter during the Term, Aman Club Company will automatically charge the Payment Method the annual Members Club Dues applicable to the Member. If, for any reason, Aman Club Company is unable to charge the Payment Method any amounts due, Member must replace the Payment Method and pay any amounts owed to Aman Club Company within five (5) business days of the due date or such Member's Members Club Membership may be suspended by Aman Club Company in its sole and absolute discretion. If a replacement Payment Method and payment is not received by Aman Club Company within such five (5) business day period, or if such Member has repeated incidents of delinquency, Aman Club Company reserves the right to terminate such Member's Members Club Membership in its sole and absolute discretion. A processing fee may be charged for any declined and/or rejected payments.

## ARTICLE IV

### MEMBERS CLUB INITIATION FEE

#### 4.1 Members Club Initiation Fee.

4.1.1 As a condition to joining the Members Club, each Candidate will be required to pay an amount equal to the Members Club payment, which shall include (x) a nonrefundable Members Club initiation fee established from time to time by the Aman Club Company (the "Members Club Initiation Fee"), and (y) any applicable sales or other taxes on such Members Club Initiation Fee (clauses (x) and (y), collectively, the "Aman Members Club Payment"). Each Candidate shall, within five (5) business days of Aman Club Company notifying such Candidate that he/she has been elected to Members Club Membership (regardless of whether or not the Club Launch Date has occurred), pay the Aman Members Club Payment to Aman Club Company.

4.1.2 Each Member's Members Club Initiation Fee shall be nonrefundable.

# Agreement

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## ARTICLE V

### PAYMENT AUTHORIZATION; MEMBERS CLUB ACCOUNT

5.1 Payment Authorization. Candidates who have been elected to the Members Club Membership shall not be permitted to use the Club Facilities, the Other Club Facilities or granted any Members Club Benefits until a continuous charging method is established on the Payment Method Form (the "Payment Method"). By executing the Members Club Membership Authorization, each Member authorizes Aman Club Company to automatically charge the Members Club Initiation Fee and annual Members Club Dues, any other charges incurred in connection with the Members Club and any charges to such Member's Members Club Account (as defined herein), including any applicable sales or other taxes, credit card and/or bank processing fees and charges, in accordance with the due dates established by Aman Club Company. Members may change or amend their desired Payment Method at any time upon submission to and receipt by Aman Club Company of a new and fully-executed payment authorization form. Each Member is required to promptly substitute any Payment Method upon the expiration of any prior Payment Method or if for any reason Aman Club Company is unable to charge the Payment Method on file. For avoidance of doubt, Aman Club Company, in its sole and absolute discretion, reserves the right to require a Member to update and/or provide a new Payment Method and/or new Payment Method Form from time to time.

5.2 Members Club Account. Other than Members Club Dues and Members Club Initiation Fee (which shall be due in accordance with the terms of Article III and Article IV, respectively, herein), all charges (including, without limitation, charges for all food, beverage, merchandise and services of the Members Club and any applicable sales or other taxes levied in connection therewith) for each applicable calendar month during a Member's Term will be posted to an account established at the Members Club (each, a "Members Club Account") as such charges are incurred during any such calendar month. Each posted charge (the "Balance") to the Members Club Account will be automatically charged to the Payment Method by the Aman Club Company on or about the same day or within one (1) calendar day after the Balance posts to the Members Club Account.

5.2.1 Only a Member with a Members Club Membership in good standing shall be entitled to incur charges on such Member's Members Club Account. The Aman Club Company reserves the right to set a credit limit on any Member's Members Club Account in its sole and absolute discretion.

5.2.2 Each Member will receive access to a secure online account on which each Member may view the charges posted to such Member's Members Club Account. The online account will reflect charges to such Member's Members Club Account that each Member shall have previously "signed off" on and agreed to (as each Member is required to do prior to leaving the Club Facilities on each and every visit to the Club Facilities), excluding those charges a Member previously paid for prior to leaving the Club Facilities using an alternative payment method (such as cash, credit card, or check) (the "Alternate Payment Method"). In the event a Member pays for any charges using an Alternate Payment Method and the Aman Club Company is unable to charge the Alternate Payment Method for any reason, the Aman Club Company reserves the right to charge the Payment Method any amounts due, in accordance with the terms and conditions of this Article V.

5.2.3 If for any reason the Aman Club Company is unable to charge the Balance of a Member's Members Club Account, or any other amounts that are due and payable to the Aman Club Company, the Aman Club Company shall promptly notify such Member, and such Member shall, within five (5) days of the Aman Club Company's attempted charge of the Balance (or any other amounts that are due and payable to the Aman Club Company), be required to pay the Balance of such Member's Members Club Account (or such other amounts) in full and execute a new Payment Method Form. If the Balance (or any other amounts that are due and payable to the Aman Club Company) is not received by the Aman Club Company within such five (5) day period, the Member's Members Club Account will be deemed delinquent and Members Club Membership will be suspended and no longer in good standing. Failure to pay the Balance of the Members Club Account, or any other amounts that are due and payable to the Aman Club Company, for a period of thirty (30) days from the date of the Aman Club Company's attempted charge of the Balance, or repeated incidents of delinquency by a Member, may result in termination of such Member's Members Club Membership, as determined by the Aman Club Company in its sole and absolute discretion. A processing fee may be charged for any fees, costs and expenses the Aman Club Company incurs in pursuing such declined and/or rejected payment methods.

# Agreement

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5.3 Member Correspondence. Each Member shall be responsible for filing with Aman Club Company, in writing, his or her mailing and/or email address where such Member wishes all notices and Members Club correspondence to be sent. Aman Club Company must be notified in writing of any change of address and failure to do so shall constitute a violation of this Members Club Plan. A list of the names and addresses of all Members of the Members Club will be kept by Aman Club Company and may be produced on demand for inspection by any governmental or statutory authority, as determined by Aman Club Company in its sole and absolute discretion.

5.4 Disputes. Complaints, criticisms or suggestions of any kind concerning the management, service or operation of the Members Club or the Club Facilities should be made in writing, signed by the Member and addressed to the Aman Club Company. Errors in billing charges to a Member's Members Club Account should be directed to the attention of the accounting department; provided, however, that no errors in billing charges may be brought by any Member if more than thirty (30) days have elapsed since the charge was posted to such Member's Members Club Account.

5.5 Aman Club Company Rights. Aman Club Company reserves the right to take whatever action it deems necessary to collect any amounts owed by a Member, including, without limitation, suspension and/or termination of such Member's Members Club Membership. If Aman Club Company commences any legal action in connection with a Member's failure to pay any amount owed to Aman Club Company, or to otherwise enforce any rights that Aman Club Company may have against such Member, such Member shall be liable for all costs and expenses related to such legal action, including, without limitation, the reasonable attorneys' fees of Aman Club Company.

## ARTICLE VI RULES AND REGULATIONS; GUEST PRIVILEGES

6.1 Members Club Rules. The regulations contained in this Members Club Plan and in the Rules are not intended to address all conceivable issues that may be presented. This Members Club Plan and the Rules are established by Aman Club Company to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of all Members and their guests and any other persons using the Club Facilities and the Members Club Benefits. In furtherance of these standards, in order to receive and maintain a Members Club Membership, all Members and their guests are expected to act in a manner consistent with good taste, and comply with the terms and conditions of this Members Club Plan and the Rules. Any person who acts in violation of the terms and conditions of this Members Club Plan or the Rules or conducts themselves in a manner prejudicial to the best interests of the Members Club will be subject to disciplinary action and/or suspension or termination of the Members Club Membership.

6.1.1 The Club Facilities shall be open on the days and hours established from time to time by the Aman Club Company and/or Aman Hotel, each in their sole and absolute discretion. Areas of the Club Facilities may be closed from time to time for scheduled maintenance, repairs and private events (including, without limitation, Aman Club Company and/or Aman Hotel-sponsored events, a Member's private event, marketing events, etc.). Use of the Club Facilities may be restricted or reserved from time to time by the Aman Club Company and/or Aman Hotel, each in their sole and absolute discretion. Any performance by entertainers or the like will not be permitted at the Club Facilities without the prior written consent of the Aman Club Company and/or Aman Hotel (which may be withheld in the Aman Club Company and/or Aman Hotel's sole and absolute discretion).

6.1.2 Sale or supply of alcohol in the Club Facilities is subject to Legal Requirements, including, but not limited to, restrictions on times which alcohol may be served and/or sold. Alcoholic beverages will not be served, sold or permitted to be consumed at the Club Facilities during hours or at locations prohibited by law. No outside food or drink shall be consumed at the Club Facilities, and all food and beverages consumed at the Club Facilities must be furnished by the Aman Hotel.

6.1.3 No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of New York or any applicable ordinances or regulations. Aman Hotel reserves the right, in its sole and absolute discretion, to refuse service of alcoholic beverages to any person that appears to be intoxicated or disorderly.

# Agreement

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6.1.4 Any person who acts in violation of the terms and conditions of this Members Club Membership Plan or the Rules or conducts themselves in a manner prejudicial to the best interests of the Members Club will be subject to disciplinary action and/or suspension or termination of the Members Club Membership. The Aman Club Company grants the personnel of the Members Club (which may include personnel of the Aman Hotel) (the “Members Club Personnel”) with full authority to enforce these rules, and any infractions will be reported to the Aman Club Company.

6.2 Conduct of Members and Guests. The Aman Club Company and Members Club Personnel shall have the right to (i) refuse any Member and/or their guest(s) entrance to the Club Facilities and/or (ii) ask any Member and/or their guest(s) to leave the Club Facilities or the Aman Hotel for failure to comply with the terms of this Members Club Membership Plan or the Rules. Each Member shall be responsible for payment of any amounts incurred by the Aman Club Company or the Aman Hotel in connection with any cleanup, repair or restoration expenses incurred in connection with such Member’s or Member’s guest(s)’ damage or destruction to the Club Facilities or the Aman Hotel.

6.2.1 Animals (with the exception of a trained and licensed service dog (as defined under the Americans with Disabilities Act and subject to the terms and punishments of New York CLS Agriculture & Markets Law, Art. 7 § 118 or as may be other required by laws or regulation at the Club Facility) are not permitted at the Club Facilities at any time.

6.2.2 Any Member who leaves the Club Facilities or the Aman Hotel will not be allowed to take any drinks or glass containers with them.

6.2.3 Illicit substances are not permitted in the Club Facilities or the Aman Hotel at any time. Any Member or guest found in possession of any such substances will be removed from the Club Facilities or the Aman Hotel, and such violation may result in suspension and/or termination of such Member’s Members Club Membership.

6.2.4 Members and guests are permitted to use mobile telephones and similar devices in designated areas, otherwise Members are asked to turn such devices onto silent or vibrate-only mode when in the Club Facilities. The use of mobile telephones, tablets, laptop computers and similar devices is permitted within the Club Facilities in designated areas as long as such use does not disrupt other Members’ use and enjoyment of the Club Facilities.

6.2.5 Members are welcome to conduct business in the Club Facilities so long as they do not disturb other Members’ use and enjoyment of the Club Facilities.

6.2.6 Weapons of any kind are not permitted in the Club Facilities at any time.

6.2.7 No Member, visitor or guest is permitted to take any photos or videos while in the Club Facilities without the Aman Club Company’s prior written consent (in its sole and absolute discretion).

6.2.8 No Member, visitor or guest is permitted in the service or restricted areas of the Club Facilities or the Aman Hotel.

6.3 Standard of Dress. All Members and their guest(s) are required to maintain an appropriate standard of dress suitable to the surroundings and atmosphere of the Club Facilities and the Aman Hotel. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. The dress standards of the Aman Club may be changed or waived by the Aman Club Company from time to time, in its sole and absolute discretion, for special activities and functions. Inappropriately dressed Members or their guests will be asked to leave the Club Facilities. By way of illustration, the following items of dress are not considered acceptable in the Club Facilities (except in the Aman Spa Club):

6.3.1 Shorts of any form;

6.3.2 Sportswear or other exercise-style trousers;

# Agreement

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6.3.3 T-Shirts, tank tops, shirts with large logos or advertisements without a suit or sports jacket, or their close relations;

6.3.4 Tracksuits or shell-suits; and

6.3.5 Flip-flops.

## 6.4 Bookings and Reservations.

6.4.1 The dining and special event reservation policies shall be determined by the Aman Club Company from time to time in its sole and absolute discretion.

6.5 Prohibited Use; No Solicitation. Commercial advertisements shall not be posted or circulated in the Club Facilities, nor shall solicitations of any kind be made at the Club Facilities or upon the Aman Club's, Aman Spa Club's or Aman Hotel's stationery without the prior written approval of the Aman Club Company (which may be withheld in its sole and absolute discretion). Members shall be prohibited from using the Club Facilities for the following purposes and/or uses, including, without limitation: photographic reproductions and/or offset printing, conduct of an auction, gambling activities, conduct of obscene, pornographic or similar disreputable activities, offices of an agency, department or bureau of the United States Government, any state or municipality within the United States or any foreign government, or any political subdivision of any of them, offices of any religious, union, offices of any tax-exempt entity within the meaning of Section 168(h)(2) of the Internal Revenue Code of 1986, as amended, or any successor or substitute statute, or rule or regulation applicable thereto, or any use which emits or results in offensive odors, fumes or vapors detected beyond a de minimis extent outside of the Club Facilities or which emits unreasonable noise or sounds audible outside of the Club Facilities, which are reasonably objectionable due to intermittence, beat, frequency, shrillness or loudness.

6.5.1 No Member or guest shall be permitted to use the name(s), address(es), color(s), trademark(s), photograph(s), logo(s) or other identifying feature(s) of the Aman Club, Aman Hotel or the Aman Club Company (collectively, the "Proprietary Information") in any manner, and no Member or guest shall be permitted to copy, reproduce or retain the Proprietary Information without the prior written consent of the Aman Club Company, which may be withheld in the Aman Club Company's sole and absolute discretion. All Members agree and acknowledge that a Members Club Membership does not give any Member a right, title or interest in any of the Proprietary Information.

6.5.2 Members shall not use the roster or list of Members of the Members Club for solicitation or commercial purposes. Members shall not distribute or otherwise disclose the roster or list of Members to any individual or entity that is not a Member of the Members Club.

6.5.3 Neither the Aman Club, Aman Hotel, nor the Club Facilities may be used for functions which are in any way related to past, present or future fundraising efforts for the benefit of a political cause, except as specifically permitted by the Aman Club Company in its sole and absolute discretion. The Club Facilities shall not be used in connection with organized religious services unless otherwise determined by the Aman Club Company in its sole and absolute discretion.

6.6 Anti-Harassment; Disciplinary Action. Members are responsible for their own conduct and for the conduct of their guests. Any Member whose conduct or whose guests' conduct is deemed improper by Aman Club Company or the Members Club Personnel and likely to endanger the welfare, safety, harmony or good reputation of the Members Club or its Members, or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Members Club and have all privileges associated with the Members Club Membership suspended or terminated by Aman Club Company. In furtherance of the foregoing, Aman Club Company or the Members Club Personnel shall determine what constitutes improper conduct by a Member or Member's guests, in Aman Club Company's or the Members Club Personnel's sole and absolute discretion, as applicable. Notwithstanding the foregoing, improper conduct shall include,

# Agreement

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without limitation, (i) failing to meet eligibility for Members Club Membership, (ii) submitting false information anywhere on the Members Club Documents, (iii) failing to pay any amount owed to Aman Club Company in a proper and timely manner, (iv) failing to abide by the terms of this Members Club Plan and the Rules set forth herein (as the same may be amended by Aman Club Company from time to time in its sole and absolute discretion), (v) abusing any Members Club personnel or employees and/or other Members or guests, (vi) conviction of a felony or (vii) acting in a manner incompatible with the standard of conduct of the Members Club or which would likely injure the reputation of the Members Club, Aman Club Company or the Members of the Members Club. Members and their guest(s) may not abuse the Members Club personnel or any of the Members Club's employees, verbally or otherwise. All service employees of Aman Club Company are under the supervision of the Aman Club Company, and no Member or guest shall reprimand or discipline any of the Members Club Personnel or employees. Any Members Club Personnel or employees not rendering courteous and prompt service should be reported to Aman Club Company immediately. Any Member accused of improper conduct shall be notified of Aman Club Company's proposed disciplinary action and, at Aman Club Company's sole and absolute discretion, shall be given an opportunity to be heard by a three (3) person committee chosen by Aman Club Company to show cause as to why such Member should not be disciplined. If Aman Club Company grants such Member an opportunity to be heard, Aman Club Company shall determine the time, date and terms and conditions governing the conduct of such hearing in its sole and absolute discretion. While such complaint is pending, the Member shall continue to enjoy the Members Club Benefits. Notwithstanding the foregoing, Aman Club Company may, without notice and without a hearing, immediately suspend some or all of the Members Club Benefits and/or, after notice, terminate a Member's Members Club Membership, if Aman Club Company or the committee determines that a Member or Member's guest has committed improper conduct in Aman Club Company's and/or the committee's sole and absolute discretion.

6.7 Use of Guest Privileges. Subject to Section 6.8 herein, Members Club Membership privileges may be extended to guests of Members subject to applicable guest fees, charges and rules and regulations established by the Aman Club Company from time to time in its sole and absolute discretion. Members who are in good standing may bring guests to visit and use certain areas of the Club Facilities who will enjoy certain privileges of the Member's Members Club Membership for that day (subject to the restrictions of the Club Facilities' permit requirements from the City of New York and any other restrictions that the Aman Club Company may place on such guest privileges from time to time in the Aman Club Company's sole and absolute discretion). All guests must be over the age of twenty-one (21) years in order to participate in or attend any activities for which such person is required to be at least twenty-one (21) years of age under applicable Legal Requirements and must be accompanied by the Member at all times in the Club Facilities. No guest shall be permitted entrance into the Aman Club or the Aman Spa Club, as applicable, if not accompanied by a Member of the Members Club who is in good standing. In no event may a Member's guest introduce and/or bring any other guest into the Club Facilities. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Aman Club Company in its sole and absolute discretion.

6.7.1 All Members and each of their guests must sign and print his or her name legibly in a guest log or register guests via an established online portal and provide valid identification upon request. Failure of a Member or their guest to sign the guest log, provide identification or adhere to the terms of this Members Club Membership Plan and the Rules will result in denial of entry to the Club Facilities. When introducing guests to the Club Facilities, Members must bear in mind the character and object of the Members Club and the Club Facilities. No guest shall remain in the Club Facilities after the sponsoring Member has left the Club Facilities. If the manner, behavior or appearance of any guest is deemed to be unsatisfactory (as determined in the sole and absolute discretion of the Aman Club Company), the sponsoring Member shall, at the request of the Aman Club Company, cause such guest to leave the Club Facilities.

6.7.2 Members shall be responsible for their guests' (i) fees, charges, costs and expenses (or any other amounts as determined by the Aman Club Company in its sole and absolute discretion), (ii) demeanor, conduct and behavior at the Club Facilities and (iii) observation and compliance with the terms and conditions of this Members Club Membership Plan and the Rules, as the same may be amended from time to time in the sole and absolute discretion of the Aman Club Company.

# Agreement

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6.7.3 Although it is the Aman Club Company's intention to accommodate guests without inconvenience to Members, the Aman Club Company reserves the right to limit the number of guests that accompany a Member on any given day, over the course of a Members Club Membership year or portion thereof, and the number of times a particular guest may use the Club Facilities in any given Members Club Membership year or portion thereof. The number of guests permitted will be reviewed periodically in the light of usage of the Club Facilities and may be amended from time to time by the Aman Club Company and Hotel in their sole and absolute discretion. All Members must obtain advance approval of the Aman Club Company if he or she desires to bring more than six (6) guests in a single visit, the approval of which may be withheld in the Aman Club Company's sole and absolute discretion.

6.8 Prohibited Guests. The following persons will not be permitted as guests of any Member:

6.8.1 Former Members who have been expelled, resigned or whose Members Club Membership has been terminated; and

6.8.2 Members whose Members Club Membership is currently under suspension or otherwise not in good standing.

## ARTICLE VII TERMINATION, RESIGNATION AND TRANSFER

7.1 Termination. Each Member's Members Club Membership is subject to termination and each Member acknowledges and agrees that Aman Club Company has sole and absolute discretion in making any determination(s) concerning termination. Grounds for Members Club Membership termination include, without limitation:

7.1.1 Member's resignation in accordance with Section 7.2 herein;

7.1.2 Revocation of the Members Club Membership by Aman Club Company (including, without limitation, pursuant to Section 11.2 herein);

7.1.3 Death of Member (subject to the terms and conditions of Section 7.4 with respect to transfers upon death of a Member);

7.1.4 Member's failure to timely pay any monetary obligations in accordance with this Members Club Plan;

7.1.5 Violation(s) by Member or Member's guests of the terms and conditions of this Members Club Plan;

7.1.6 Violation(s) by Member or Member's guests of Legal Requirements;

7.1.7 Member's conviction of a felony;

7.1.8 Member's improper conduct, as determined by Aman Club Company or the Members Club Personnel, each in its sole and absolute discretion; or

7.1.9 Determination by a governmental or quasi-governmental agency or authority that the Members Club is not permitted by law.

7.2 Resignation. A Member shall be permitted to resign his or her Members Club Membership at any time; provided that such Member who desires to resign from the Members Club may only terminate their Members Club Membership by providing Aman Club Company written notice ("Notice of Resignation") at least ninety (90) days' prior to the last day of the then-current calendar year (the "Notice Period"), with such resignation to be effective as of December 31st of such then-current calendar year, notwithstanding such Member's obligation to pay all outstanding

# Agreement

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and accrued fees, dues and charges owed to Aman Club Company. Resignation of a Member is irrevocable, unless otherwise determined by Aman Club Company in its sole and absolute discretion. A resigned Member will be allowed to enjoy Members Club Benefits, subject to the terms of this Members Club Plan, until the expiration of the Notice Period; provided that such resigned Member continues to pay any monetary obligations owed to Aman Club Company through such Notice Period. Failure to provide Notice of Resignation within the Notice Period will render any resignation by such Member ineffective for the then-current calendar year and will result in the Member being subject to fees or other charges (including, without limitation, being charged Members Club Dues for the upcoming calendar year) as determined by Aman Club Company in its sole and absolute discretion.

7.3 Procedure Upon Resignation and Termination. The name of a Member who resigns or whose Members Club Membership is terminated will be removed from any Members Club Membership list maintained by Aman Club Company, and such individual or entity will immediately cease to be a Member of the Members Club. In the event of a Member's resignation from, or Aman Club Company's termination of, such Member's Members Club Membership, as applicable, such affected Member shall immediately return any and all property of Aman Club Company to Aman Club Company. In no event shall any Members Club Dues be refunded by Aman Club Company to any Member upon resignation or termination of such Member's Members Club Membership.

7.4 Transfer.

7.4.1 Transfer of Member Rights. The rights and obligations of a Members Club Membership are not divisible and may not be separately transferred or sold. A Member is not able to separately sell, transfer, or assign any Members Club Benefit. Notwithstanding anything to the foregoing, the Primary Member may transfer the Members Club Membership to a Registered Member that is also a family member, which shall only include such Primary Member's spouse/legal partner or child/grandchild (whether by blood, legal adoption, legal marriage/domestic partnership). In the event the Members Club Membership is transferred as set forth in this paragraph, the Registered Member shall be required to complete, to the Aman Club Company's satisfaction in its sole and absolute discretion, the Members Club Application Process (including, without limitation, that (a) such individual is approved by the Aman Club Company, and (b) pays the then-current Members Club Dues and any other fees and charges in connection with the Members Club Membership (whether current or in arrears (including, without limitation, any fees and charges that remain unpaid from such deceased Member))); provided, further, such person shall not be required to pay any Members Club Initiation fee.

7.4.2 Transfers Upon Death of an Individual Member. Transfers Upon Death of an Individual Member. In the event of the death of a Primary Member that holds a Members Club Membership, such deceased Primary Member's Members Club Membership (and all of the rights, benefits and privileges associated therewith, , shall be transferable to one (1) individual that is either such deceased Primary Member's surviving spouse/legal partner or surviving child/grandchild (whether by blood, legal adoption, legal marriage/domestic partnership) (hereinafter referred to as a "Surviving Family Member") in accordance with such deceased Primary Member's estate plan (an "Estate Plan") or if such deceased Primary Member does not have an Estate Plan or, such deceased Primary Member has an Estate Plan, but does not address such deceased Member's Members Club Membership therein, such deceased Member's Members Club Membership shall be transferred to one (1) individual in accordance with applicable law; provided, however, prior to any Surviving Family Member acquiring such deceased Member's Members Club Membership and being considered a "Member" for all purposes hereunder, such Surviving Family Member shall be required to complete, to the Aman Club Company's satisfaction in its sole and absolute discretion, the Members Club Application Process (including, without limitation, that such Surviving Family Member (a) is approved by the Aman Club Company, and (b) pays the then-current Members Club Dues and any other fees and charges in connection with the Members Club Membership (whether current or in arrears (including, without limitation, any fees and charges that remain unpaid from such deceased Member))); provided, further, such Surviving Family Member shall not be required to pay any Members Club Initiation Fee. Notwithstanding anything to the contrary set forth in a deceased Member's Estate Plan, if such Estate Plan conflicts with or is otherwise contrary to the terms and conditions of this Agreement or such Surviving Family Member does not comply with the terms and conditions of this Members Club Membership Plan, then such deceased Member's Founder Members Club Membership shall terminate in accordance with the terms and conditions of this Agreement and such Surviving Family Member shall have no right to acquire such deceased Member's Members Club Membership.

# Agreement

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## ARTICLE VIII STORAGE LOCKERS

8.1 Storage Locker. Subject to availability and the discretion of the Aman Club Company, Members holding an Members Club Membership shall have the option, upon request, to store wine, spirits and cigars in a Storage Locker at the Aman Hotel (each, a "Storage Locker") for so long as (i) such Member is a Member of the Members Club, (ii) such Member's Members Club Membership is in good standing and (iii) such Member completes and signs a license agreement in a form provided to a Member by the Aman Club Company whereby Member may be required to pay maintenance and service fees (the "Storage License Agreement"). The Storage Locker license is revocable in accordance with the terms and conditions of the Storage License Agreement. Upon execution by the Member of the Storage License Agreement and acceptance by the Aman Club Company, the Aman Club Company may issue a key to the Member for the licensed Storage Locker, as well as to the other Members who have been selected as co-beneficiaries of the Storage Locker area. Keys will only be issued upon timely payment by the Member of applicable fees and charges as determined by the Aman Club Company from time to time in its sole and absolute discretion. The Aman Club Company shall have the right to use any unassigned Storage Locker, or to change the permitted use of any unassigned Storage Locker, for any purpose as permitted by law, and in no event shall the Aman Club Company, Members Club, the Aman Club or the Aman Hotel be liable for any theft or damage to any property stored in the Storage Locker. The terms and conditions of use applicable to the Storage Lockers are further contained in the Storage License Agreement and will be provided to a Member upon request.

## ARTICLE IX DISCLOSURES AND LEGAL REQUIREMENTS

9.1 Termination of Members Club Membership and Members Club. Aman Club Company intends to establish certain Members Club Membership threshold levels to ensure market acceptance and synergistic success of the Members Club. If, at any time, Aman Club Company determines that these levels have not been met, market conditions have changed, legal restrictions have arisen or changed, unanticipated operational expenses have arisen, tax and/or corporate objectives have not been achieved and/or other circumstances warrant, in Aman Club Company's sole and absolute discretion, then Aman Club Company will have the right to unilaterally terminate any or all Members Club Memberships.

9.2 Legal Requirements. The Members Club Memberships (including, without limitation, any and all activities or programs) are subject to (i) applicable current and future local, state and federal rules, approvals, regulations and laws and (ii) the terms and conditions of applicable New York City regulations which apply to the Club Facilities, the Aman Hotel, the Aman Club Company and the Members Club, including, any amendments, restrictions or changes thereto (the requirements set forth in clauses (i) – (ii), collectively, the "Legal Requirements").

9.3 Changes to the Members Club. Aman Club Company shall have the right to unilaterally amend or modify the terms of the Members Club Nomination Process and the terms and conditions of this Members Club Plan, the Members Club Memberships, Members Club Benefits and the Rules from time to time in its sole and absolute discretion.

9.4 Notice to Prospective Members. NO SALESPERSON OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THIS MEMBERS CLUB PLAN OR THE MEMBERS CLUB MEMBERSHIP DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY AMAN CLUB COMPANY. NO FEDERAL OR STATE AUTHORITY HAS CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS MEMBERS CLUB PLAN. MEMBERS CLUB MEMBERSHIPS ARE REVOCABLE MEMBERSHIPS FOR A MEMBER'S NON-EXCLUSIVE AND PERSONAL USE AND MEMBERS CLUB MEMBERSHIPS ARE BEING OFFERED EXCLUSIVELY FOR RECREATIONAL PURPOSES. MEMBERS CLUB MEMBERSHIP IS NOT AN INVESTMENT AND NO MEMBER WILL DERIVE ANY FINANCIAL GAIN OR ECONOMIC PROFIT FROM MEMBERS CLUB MEMBERSHIP. NO MEMBER IS

# Agreement

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ENTITLED TO ANY PORTION OF INCOME, GAIN OR DISTRIBUTION BY OR OF AMAN CLUB COMPANY OR ANY OF ITS AFFILIATES. MEMBERS CLUB MEMBERSHIP DOES NOT GRANT ANY INDIVIDUAL ANY OWNERSHIP, LEASEHOLD, VOTING, PARTICIPATION, LEGAL, BENEFICIAL, EQUITY OR ANY OTHER INTEREST IN THE CLUB FACILITIES, THE OTHER CLUB FACILITIES, THE AMAN HOTEL, THE OTHER AMAN HOTELS, THE MEMBERS CLUB, THE MEMBERS CLUB MEMBERSHIP DOCUMENTS, AMAN CLUB COMPANY OR ANY OF ITS AFFILIATES. PROSPECTIVE MEMBERS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMBERS CLUB PLAN AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE MEMBER SHOULD CONSULT HIS OR HER OWN ATTORNEY, ACCOUNTANT OR OTHER ADVISERS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING THE MEMBERS CLUB MEMBERSHIP AND ITS SUITABILITY FOR THE INDIVIDUAL. IN MAKING A DECISION TO BECOME A MEMBER, PROSPECTIVE MEMBERS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS AND CONDITIONS OF THE MEMBERS CLUB MEMBERSHIP DOCUMENTS, INCLUDING THE MERITS AND RISKS INVOLVED. THE MEMBERS CLUB MEMBERSHIP DOCUMENTS AND OTHER MEMBERSHIP MATERIALS AND THE EXHIBITS AND SCHEDULES THERETO ARE PROVIDED IN CONNECTION WITH THE ISSUANCE OF MEMBERS CLUB MEMBERSHIPS AND MAY NOT BE USED OR REPRODUCED FOR ANY OTHER PURPOSE EXCEPT WITH THE EXPLICIT PERMISSION OF AMAN CLUB COMPANY. ALL MATERIALS MUST BE PROMPTLY RETURNED TO AMAN CLUB COMPANY UPON REQUEST.

9.5 No Resale. Members are prohibited from reselling or assisting in the resale of any alcoholic beverages provided by the Aman Hotel. Such alcoholic beverages shall be used exclusively for personal use (i.e., consumption by the Member and/or Member's guests and gift purposes).

## ARTICLE X LIMITATION ON LIABILITY

10.1 Member Liability. No person shall remove from the Club Facilities any property, equipment, furniture, supplies and/or fixtures belonging to the Aman Club Company or the Aman Hotel without prior written authorization. Members shall be liable for any property damage and/or personal injury resulting from participation in the Members Club or at the Club Facilities, including at any activity or function operated, organized, arranged or sponsored by Aman Club Company, caused by the Member or any guest of such Member. The cost of such damage shall be charged to the responsible Member's Payment Method. Primary Member and Registered Members liability in connection with the Members Club Membership, including of any Member, Primary Member, Registered Member or Guest, shall be joint and several.

10.2 Indemnification. Any Member, guest or other person who, in any manner, makes use of or accepts the use of any facility, privilege or service whatsoever owned, leased, provided or operated by the Members Club and/or Aman Club Company, or other activity operated, organized, arranged or sponsored by the Members Club and/or Aman Club Company, either on or off the Club Facilities, shall do so at his or her own risk. Each Member (for itself and its guests) shall hold Aman Club Company and Aman Club Company's affiliates, successors, assigns, directors, officers, employees, representatives and agents ("Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by it, him or her, resulting therefrom and/or from any act or omission, whether due to negligence or otherwise, of any Indemnified Party. Any Member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of the Member. Should any Member or its guest bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by Aman Club Company, or on any other claim or matter in connection with the Members Club, and fails to obtain a judgment against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs, attorneys' fees and all other costs and expenses related to such legal action.

10.3 Personal Property. Each Member, as a condition of Members Club Membership, and each Member's guest, as a condition of entrance to the Club Facilities, assumes sole responsibility for his or her personal property. The Aman Club Company shall not be responsible for any loss or damage to any personal property used or stored at the Club Facilities.

# Agreement

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10.4 No Third-Party Beneficiaries. Except as provided in Section 7.4 of this Agreement, there shall be no third-party beneficiaries (whether express or implied, intentional or incidental, known or unknown, or past, present or future) of this Members Club Plan. Nothing herein is intended nor shall be applied to provide any non-Member with third-party beneficiary status or the ability to make a claim under this Members Club Plan, or to extend any incidental benefits of this Members Club Plan to such party.

## ARTICLE XI

### ACKNOWLEDGEMENT OF MEMBER RIGHTS AND OBLIGATIONS

11.1 Acknowledgement. All rights and privileges of Member under the Members Club Documents are subordinate to the lien of any mortgage, current or future deed of trust or other security encumbering any of the Club Facilities, property or assets owned by Aman Club Company from time to time.

11.2 Reservation by Aman Club Company. To the fullest extent permitted by law, Aman Club Company reserves the right, in its sole and absolute discretion, to unilaterally amend or modify the Members Club Membership Documents, to reserve Members Club Memberships, in any manner whatsoever and to any persons whomsoever, to increase or decrease the number of Members Club Memberships, to add, issue, modify or terminate any type or class of Members privileges, to revoke any Member's Members Club Membership and Members Club Benefits at any time for any or no reason whatsoever, to terminate, discontinue or modify the Members Club, to sell, lease or otherwise dispose of the Club Facilities, or to sell, lease, transfer or otherwise dispose of any interests in the Members Club, Aman Club Company or the Members Club Memberships in any manner whatsoever and to any person whomsoever and to make any other changes in the terms and conditions of the Members Club or in the Club Facilities available for use by Members.

11.3 Savings Clause. Should any provision(s) of any of the Members Club Documents be determined to be prohibited by or contrary to any law, regulation or legal requirement, such provision(s) shall be deemed deleted or amended as necessary to comply with any such law, regulation or other legal requirement, and it shall not affect the validity and enforceability of the remaining terms of any such document and all other Members Club Documents. Should there be any ambiguity in any of the terms of the Members Club Documents, Aman Club Company shall have the discretion to resolve the ambiguity. Unless otherwise expressly set forth herein or in any of the Members Club Documents, neither Aman Club Company nor Aman Club Company's affiliates, successors, assigns, directors, officers, employees, representatives or agents make any representations, warranties, agreements, promises or inducements of any kind.

## ARTICLE XII

### CHOICE OF LAW; MANDATORY AND BINDING ARBITRATION; NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS; LIMITATION ON TIME TO MAKE CLAIMS

PLEASE READ THIS PROVISION CAREFULLY. THIS MEMBERS CLUB PLAN PROVIDES THAT ALL DISPUTES BETWEEN THE MEMBERS AND THE AMAN CLUB COMPANY WILL BE RESOLVED BY BINDING ARBITRATION. MEMBER IS THUS GIVING UP MEMBER'S RIGHTS TO GO TO COURT TO ASSERT OR DEFEND ITS RIGHTS UNDER THIS MEMBERS CLUB PLAN (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). THE PARTIES' RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. THE PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. THE ARBITRATOR'S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

12.1 Choice of Law. This Members Club Plan shall be governed by, and all disputes arising out of or relating to this Members Club Plan shall be resolved in accordance with, the laws of the State of New York (without giving effect to its conflict of laws provisions thereof except for New York General Obligations Law §5-1401).

12.2 Mandatory and Binding Arbitration. With respect to any and all disputes arising out of or relating to this Members Club Plan, no matter on what theory, including without limitation, contract, tort, statutory or regulatory,

# Agreement

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or common law, and including regarding the applicability or validity of this arbitration provision (collectively, "Claims"), the parties agree to negotiate in good faith to achieve a mutually satisfactory resolution. If the parties do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this Article XII; provided, however, that the parties have the right to litigate any Claim in small claims court, if all the requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the Claim, are satisfied. Member agrees to bring a Claim in small claims court only in New York City. Member acknowledges that Member is giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury, except as described in the foregoing sentence for Claims that may be litigated in small claims court. Instead, to the maximum extent permitted by applicable law, all Claims will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. sections 1-9 (or any successor thereto). Any court with jurisdiction over the parties may enforce the arbitrator's award without giving effect to its conflict of laws provisions thereof except for New York General Obligations Law §5-1401). Except for Claims eligible to be heard in small claims court as described above, all Claims that cannot be settled through informal negotiation will be adjudicated exclusively through confidential binding arbitration in accordance with the then current Consumer Arbitration Rules of the American Arbitration Association (the "AAA"), or, in the event the AAA declines or is unable to administer the arbitration, by a nationally recognized arbitration forum reasonably selected by the Aman Club Company. AAA rules are available from the AAA, available at [www.adr.org](http://www.adr.org). The arbitrator's award shall be binding and may be entered as a judgment in a court of competent jurisdiction. Member agrees that the Aman Club Company may seek any interim or preliminary relief from a court of competent jurisdiction in New York, New York necessary to protect its rights or property pending the completion of arbitration.

12.3 No Class or Representative Actions or Arbitrations. Member and the Aman Club Company expressly agree that any Claim shall be personal to them, and any proceedings to resolve or litigate any Claim will be conducted solely on an individual basis. Member may not seek to have any Claim heard as a class action or in any other proceeding in which Member or any other Person acts or proposes to act in a representative capacity. No arbitration or proceeding will be consolidated or combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

12.4 Limitation on Time to Make Claims. To the maximum extent permitted by law, Member permanently and irrevocably waives the right to bring any Claim in any forum unless Member provides the Aman Club Company with written notice of the events or facts giving rise to the Claim within one (1) year of their occurrence.

# Agreement

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## EXHIBIT A AMAN MEMBERS CLUB PROGRAM BENEFITS

### Privileged Access

The Aman experience is elevated to a new level across the existing resort portfolio, at prospective urban properties and beyond - whether booking accommodation, spa treatments or fine-dining experiences.

Across the global resorts

- Managed exclusively by the Private Office, Founder reservations are prioritised across the globe at all Aman properties.

At the city hotels

- Aman's urban properties will be home to private Club spaces – exclusive to Founders – in cities such as New York, Miami and Bangkok.

### Programming

The Aman Club is a community of like-minded individuals, who are invited to experience uniquely curated culinary, wellness and cultural programs privately or collectively.

Exceptional culinary journeys

- Discover rich and varied culinary heritages, under the guidance of expert chefs, exploring sustainable cooking that focuses on the finest seasonal ingredients.

Opportunities to find balance

- Find greater serenity through tailored wellness immersions and treatments informed by the Aman Spa philosophy and fitness programs led by expert trainers.

Cultural inspiration

- Become immersed in the world's most fascinating and stimulating cultural backdrops, that guide Aman destinations through a range of transformational experiences.

### Private Office

Seamless journeys and spectacular adventures are organised and tailored to the bespoke needs and interests of the Founders.

Paths to enrichment

- Experience a different world within Aman. Resorts will prioritise bookings for Founders, with accommodation upgrades offered whenever possible. Day passes at Aman resorts will also be a privilege offered solely to Founders, providing the opportunity to experience the Aman way of life across the globe.

Adventures in the extraordinary

- The Private Office is seamlessly extended on property, where dedicated hosts assist in the curation of itineraries, wellness programs and other adventures. Special experiences inspired by individual interests can also be arranged with compliments of the Aman Club.

Dedicated to wellness

- Escape the routine of daily life by taking a journey that revitalises physical and mental integration during a stay dedicated to wellness. With a comprehensive understanding of individual goals, treatments are structured around specific health profiles. Fitness, nutrition, and mindfulness experiences are uniquely designed to provide release and relaxation for body and mind, as well as restoration and reinvigoration.

