



DEATH & CO “OUT OF TOWN” MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (the “Agreement”) is entered into as of the date of execution (the “Effective Date”) by and between **Gin And Luck, Inc., owner of Death and Co.** (“Death & Co”), and the individual signatory below (the “Member”). Death & Co and Member are referred to individually as a “Party” and collectively as the “Parties.”

1. Membership Term and Fees. Member agrees to pay Death & Co a non-refundable annual membership fee of One Thousand Five Hundred Dollars (\$1,500.00) (the “Annual Fee”) for an “Out of Town” Membership. Additionally, a one-time Initiation Fee of Six Hundred Dollars (\$600.00) is due upon execution of this Agreement. The Membership Term shall be for one (1) year from the Effective Date and shall automatically renew for successive one-year terms unless the Member cancels at least thirty (30) days prior to the renewal date. All benefits described herein are contingent upon the Member remaining in “Good Standing” (defined as having a valid card on file and no outstanding balances).

2. Founding Member Incentive (The “Founding 50”) As a “Founding Member” (defined as the first 50 members to join this tier), the \$600.00 Initiation Fee shall be fully converted into usable House Account credit, issued in four (4) equal quarterly instalments of One Hundred and Fifty Dollars (\$150.00) during the first year of membership. Instalments are issued every three (3) months on the same calendar day the Member joined, as confirmed on the Member’s purchase receipt. This is in addition to the standard House Account credits described in Section 3(b). Each Member may nominate up to two (2) prospective members per calendar year. If a nominee completes their purchase within fourteen (14) days of nomination, both parties will receive a one-time House Account credit based on the selected tier: \$150 (Out of Town), \$300 (Local), or \$500 (Global). Nomination credits are doubled for nominations submitted within the first fourteen (14) days of the Member’s own membership.

3. Membership Benefits. In consideration of the Fees, Member shall be entitled to the following benefits during the Membership Term (collectively, the “Benefits”):

- **(a) House Account:** The House Account enables a seamless, cardless experience across all Death & Co locations; by maintaining a card on file, Members may enjoy services and depart without waiting for a physical check. All House Account transactions are subject to a mandatory twenty per cent (20%) automatic gratuity calculated on the pre-discount subtotal.
- **(b): Membership Credit:** Member shall receive a total of Six Hundred Dollars (\$600.00) in Membership Credit per annum, issued in quarterly increments of One Hundred Fifty Dollars (\$150.00), valid for food, beverage, and Member Events at all Death & Co, Close Company, and Midnight Auteur F&B outlets. Credits reload every three (3) months on the same calendar day the Member joined, as confirmed on the Member’s purchase receipt. Credit does not apply to taxes, service charges, or local mandates, and does not roll over to the subsequent quarter.

- **(c) Exhaustion Discount:** If the quarterly credit is exhausted, Member shall receive a ten per cent (10%) discount on food and beverage subtotals for the remainder of that quarter.
- **(d) Priority Access to Reservations:** Member shall receive priority reservation access at all Death & Co locations via dedicated priority reservation links, with availability opening up to thirty (30) days in advance of the current date. A dedicated concierge is available to facilitate bookings at all Close Company and Midnight Auteur properties, subject to availability. Priority access is valid for parties of up to six (6) guests; parties exceeding six guests are considered “Private Events” and are subject to separate booking requirements and fees. The Member or their designated Authorized User must be present for the duration of the reservation.
- **(e) Members-Only Pricing:** Member is entitled to exclusive, members-only pricing on select menu items (e.g. 2007 Cocktail Menu Pricing) at all Death & Co locations.
- **(f) Fashioned Account:** Member shall receive digital access to “Fashioned,” Death & Co’s exclusive community hub and education platform, providing “Secret Specs” instructional content, the ChatD&C recipe database, and early access to member-only events, unique content, and Death & Co city guides.
- **(g) Market Credit:** Member shall receive One Hundred Dollars (\$100.00) in annual retail credit for deathandcompanymarket.com, issued in quarterly increments of Twenty-Five Dollars (\$25.00).
- **(h) Right of First Refusal:** Should Death & Co establish a permanent location in the Member’s city of residence, the Member shall be granted the first right to upgrade to a “Local” tier membership prior to the public release, subject to the then-current Local tier pricing and availability. This privilege is contingent upon the Member maintaining a valid, active membership in good standing at the time of the new location’s announcement.
- **(i) Metal Member Card:** Member shall receive one (1) Stainless Steel Member Card in a Silver finish. The first fifty (50) Founding Members receive a card custom-engraved with their name and a unique member number signifying their inaugural status. Engraved cards are issued to Founding Members only and are not available to later members. If the Member transfers their home location or upgrades their tier, a replacement engraved card is not guaranteed and is subject to availability. Lost cards may be replaced for a \$100.00 fee.
- **(j) Authorized Users:** Out of Town membership includes one (1) Authorized User in addition to the primary Member. The Member must register the Authorized User’s name and email address at the time of enrollment. Authorized Users may utilise the House Account and access the concierge for reservations independently, without the Member being present. The Member may update their Authorized User once per calendar year by submitting a written request to the Member Concierge; changes will be processed and finalised within five (5) business days.

(k) Milestone Credit: Member shall receive One Hundred Dollars (\$100.00) per year in birthday and anniversary credit, issued as Fifty Dollars (\$50.00) loaded to the House Account during the Member’s birthday month and Fifty Dollars (\$50.00) during the Member’s anniversary month. The Member must provide their date of birth and anniversary date at the time of enrollment to activate this benefit.

(l) Perk Substitution and Promo Codes: Member may substitute their Fashioned Account (Section 3(f)) and/or Market Credit (Section 3(g)) for equivalent additional House Account credit at the values stated in those sections. This election must be declared to the Member Concierge via text or email within forty-eight (48) hours of joining. Substitutions are irrevocable for the membership year in which they are elected.

(m) Member Passes: Member shall receive four (4) Member Passes per membership year. A Member Pass allows the Member to host friends, family, or clients at any Death & Co location without the Member being physically present. Guests receive access to House Account charging and members-only pricing for the duration of the visit. All Member Passes must be arranged in advance through the Member Concierge. Unused passes do not roll over to the following membership year.

(n) Midnight Auteur Hotel Benefits: Member shall receive a twenty per cent (20%) discount on guestroom rates at Midnight Auteur properties (currently The Ramble Hotel, Denver, and Municipal Grand, Savannah), a complimentary room upgrade on arrival subject to availability, and early check-in or late check-out subject to availability. This benefit applies to direct bookings only. Active membership must be presented at the front desk at check-in. House Account credits are not applicable to room charges.

(o) Early Access to Events: Out of Town members receive access to tickets for all Death & Co special events and pop-ups twenty-four (24) hours before public release. House Account credit may be applied toward event ticket purchases and F&B minimums.

4. Tier Adjustments and Transfers. Member may request a change in membership status at any time; however, the effective dates for such changes are as follows:

(a) Upgrades: All upgrade requests shall become effective on the first day of the following calendar quarter. Upon approval, the Member will be billed the pro-rated difference of the Annual Fee for the remainder of the current membership year. This payment must be settled prior to the start of the new quarter for benefits to activate.

(b) Downgrades: Requests to move to a lower membership tier shall only become effective on the first day of the following membership year (the renewal date). No refunds or prorated credits will be issued for the difference in the Annual Fee already paid for the current year.

(c) Credits & Bonuses: On the effective date of an upgrade, the Member will begin receiving the new tier's quarterly credit structure. Any unused quarterly credits from the previous (lower) tier will expire at the end of the final quarter and will not be carried over or added to the new tier's balance. However, any earned Referral Bonuses or Founding 50 instalments already issued to the House Account will remain valid and carry over.

(d) Referral Impact: If the upgrading Member was originally a nominee, their original Referrer shall not receive an additional "top-up" bonus based on the Member's decision to upgrade tiers. An upgrade or downgrade is a continuation of membership and does not trigger new initiation credits.

5. Payment. Upon signing this Agreement, Member shall deliver the Fees in full via the secure digital payment link. Member acknowledges that the House Account is a cardless experience and authorises Death & Co to maintain a credit card on file. Any spending exceeding the available Membership Credit, as well as costs associated with taxes, local mandates, and the standard twenty per cent (20%) automatic service charge, will be billed to the card on file at the conclusion of

service. All Fees paid under this Agreement, including the Annual Fee and Initiation Fee, are final and non-refundable.

6. Code of Conduct. Death & Co is a community built on respect. Member agrees that they and their guests shall treat all staff and other guests with dignity. Death & Co reserves the right to terminate membership immediately and without refund for derogatory, disrespectful, or disparaging behavior.

7. Disclaimer of Liability Death & Co shall not be liable for any indirect, incidental, or consequential damages. Member chooses to assume all inherent risks associated with the consumption of alcohol voluntarily. Member agrees to release and hold harmless Death & Co and its affiliates from any claims arising out of the Member's use of the Benefits or presence at any Death & Co location.

8. Termination. Either party may terminate this Agreement upon thirty (30) days' prior written notice. Death & Co may terminate this Agreement immediately for material breach of conduct. In such cases, all fees remain non-refundable.

9. Legal Provisions.

(a) Governing Law: This Agreement shall be governed by the laws of the State of California.

(b) Attorney's Fees: In the event of any breach of this Agreement that results in arbitration or litigation, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs of suit.

(c) Severability: If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement will remain in full force and effect.

(d) Notices: All official notices shall be delivered to the email address provided by the Member at the time of enrollment.

(e) Entire Agreement: This document constitutes the entire understanding of the parties and supersedes all prior agreements.