



NOIRE 7

CONCIERGE



MAI 2018



NOIRE 7
CONCIERGE

MEMBER AGREEMENT

SIGNATURE EDITION · SWITZERLAND · EFFECTIVE 19 JUNE 2026

Noire7 Concierge is a private membership service designed for entrepreneurs, investors, family offices and internationally active individuals seeking trusted access, coordination and discretion.

"The most valuable thing we offer is not access — it is the judgement to know what is worth accessing."

NOIRE7 — PRIVATE ADVISORY GROUP



MEMBER AGREEMENT

PARTIES

SERVICE PROVIDER

Matthias Thäler

Trading as Noire7 Concierge

Address Oberdorf 2, 3414 Oberburg, Switzerland

Email members@noire7.comWebsite www.noire7concierge.com

MEMBER

[Member Full Legal Name]Address *[Member Address]*Email *[Member Email]*Phone / WhatsApp *[Member Phone]*Country of residence *[Country]*

KEY TERMS AT A GLANCE

Membership	Noire7 Concierge — Annual Membership.
Membership Fee	Quoted on application. VAT, taxes or similar charges are added where legally applicable.
Term	12 months from the Start Date, automatically renewing for successive 12-month periods unless cancelled in time.
Start Date	[Start Date: _____ — to be confirmed in writing once agreed] <i>The Membership commences on the day following the Start Date entered above, provided cleared payment has been received by the Service Provider on or before that date. If cleared payment is received later than the Start Date entered above, the date on which cleared payment is actually received shall instead be treated as the Start Date for all purposes of this Agreement.</i>
Service Standard	A dedicated concierge point of contact, available during Swiss business hours. Noire7 aims to acknowledge Member requests within 24 hours on Swiss business days (a service target, not a strict guarantee).
Cancellation	Written cancellation notice at least 30 days before the next renewal date to members@noire7.com . Noire7 will send a renewal reminder at least 45 days before each renewal date.
Services	Private concierge facilitation, including travel planning, hotels, yacht, jet and car access, event access, vendor coordination and selected off-market introductions.

Pricing	Members pay third-party providers' standard rates directly to the relevant providers, unless otherwise agreed in writing. Noire7 adds no mark-up to third-party costs.
Governing Law	Substantive Swiss law, excluding conflict-of-law rules.
Jurisdiction	Courts of the Canton of Bern, Switzerland, subject to mandatory consumer jurisdiction rules where applicable.

1 PARTIES AND FORMATION OF AGREEMENT

This Member Agreement (the "Agreement") is entered into by and between Matthias Thäler, trading as Noire7 Concierge (the "Service Provider" or "Noire7"), and the member identified above (the "Member"). The Service Provider and the Member are each a "Party" and together the "Parties".

The Agreement becomes binding when both Parties have signed it electronically through DocuSign or by another mutually accepted method and the Membership Fee has been paid or otherwise accepted by the Service Provider. The Member confirms that they are at least 18 years old and have full legal capacity to enter into this Agreement.

The Service Provider may assign or transfer this Agreement to an affiliated or successor entity by written notice to the Member, provided the Member receives substantially the same service rights.

2 MEMBERSHIP SERVICES

The Membership gives the Member access to Noire7 Concierge support on a request-by-request basis. Services may include, depending on availability and the Member request, travel planning, hotel and restaurant arrangements, private aviation and yacht charter sourcing, luxury car access, event access, experience planning, vendor coordination, calendar coordination, monthly intelligence briefings, and selected introductions to off-market opportunities.

The Membership Fee covers access to the Noire7 Concierge service and the Service Provider's coordination work. It does not include third-party costs such as flights, hotels, restaurants, yacht or jet charters, tickets, deposits, vendor fees, taxes, insurance, security, delivery, cancellation charges or other external expenses unless expressly stated in writing.

2.1 WHAT THE MEMBERSHIP INCLUDES & DOES NOT INCLUDE

INCLUDED IN THE MEMBERSHIP FEE

- + A dedicated concierge point of contact for Member requests
- + Sourcing and coordination of travel, hotels, restaurants, transfers and experiences
- + Sourcing of private aviation, yacht charter, luxury cars, villas and estates through third-party providers, subject to availability
- + Vendor coordination and calendar coordination
- + Monthly intelligence briefings, where available
- + Selected introductions to off-market opportunities (informational and networking purposes only)

NOT INCLUDED — PAID DIRECTLY TO PROVIDERS

- Flights, private aviation and charter costs
- Hotel, villa and accommodation costs
- Restaurant, event, ticket and experience costs
- Yacht charter, luxury car and transfer costs
- Deposits, vendor fees, taxes, insurance, security, delivery and cancellation charges
- Any other third-party or external expense not expressly stated in writing

Noire7 acts as a facilitator and coordinator. Unless separately agreed in writing, Noire7 is not the final supplier, carrier, hotel, charter operator, event organiser, financial adviser, investment adviser, licensed broker, travel package organiser or legal adviser. Unless expressly agreed in a separate written agreement, Noire7 does not sell package travel at an inclusive price. The Member normally contracts directly with the relevant hotel, airline, charter operator, transport provider, event organiser or other third-party supplier, and each provider charges its own separate price.

All third-party offers remain subject to availability, provider approval, compliance checks and payment terms.

The Member must approve third-party costs in writing before Noire7 confirms a booking or commitment. Approval by email, WhatsApp, DocuSign or another written electronic message is sufficient.

Noire7 does not guarantee access to any specific venue, asset, allocation, invitation-only event, off-market asset, travel service or third-party provider.

3 SERVICE STANDARD AND COMMUNICATIONS

Noire7 will use commercially reasonable efforts to secure preferred access, priority reservations and bespoke solutions for Members, drawing on its private network and established provider relationships, and to respond promptly and discreetly to Member requests.

Each Member is assigned a dedicated concierge point of contact, available during Swiss business hours. Noire7 aims to acknowledge Member requests within 24 hours on Swiss business days. Any response times shown on the website, in this Agreement or in marketing materials are service targets and not strict guarantees, especially where third-party availability, time zones, emergencies, compliance checks or payment delays are involved.

The Parties may communicate by email, WhatsApp, telephone, DocuSign or other agreed channels. The Member authorises Noire7 to rely on instructions and approvals sent from the Member's registered email address or phone number.

The Member is responsible for keeping contact details up to date and for ensuring that instructions are accurate, lawful and complete.

4 MEMBERSHIP FEE, PAYMENT AND RENEWAL

The annual Membership Fee is quoted on application. The initial Membership Fee is due upon signing or acceptance. Membership activates only after the Service Provider has received cleared funds or has otherwise confirmed activation in writing.

The Start Date is the fixed date entered in the Key Terms above. The Membership commences on the day following that Start Date, provided cleared payment has been received by the Service Provider on or before the Start Date. If cleared payment is received after the Start Date entered above, the date on which cleared payment is actually received shall instead be treated as the Start Date, and the Membership shall commence on the day following that actual payment date. Where no Start Date has yet been entered, the Parties will confirm it in writing (including by email or WhatsApp) once the Member has indicated the intended payment date, and the Key Terms will be completed accordingly before the Membership becomes active.

The Membership term is 12 months from the Start Date (as determined above). The Membership renews automatically for successive 12-month periods unless either Party gives written notice of cancellation at least 30 days before the next renewal date. As a courtesy, Noire7 will send the Member a renewal reminder at least 45 days before each renewal date.

The Service Provider may adjust the Membership Fee for future renewal periods by giving at least 90 days' written notice before the renewal date. If the Member does not accept the adjusted fee, the Member may cancel the renewal by written notice before the renewal date.

If a renewal payment fails, the Service Provider may suspend the Membership after a 14-day grace period. Suspension does not remove the Member's obligation to pay amounts already due.

5 REFUNDS AND CANCELLATION

Unless mandatory law provides otherwise, the Membership Fee is non-refundable once the Agreement has been signed and payment has cleared, because Noire7 reserves capacity, allocates concierge resources and grants access to its private network.

Notwithstanding the above, Noire7 may, at its sole discretion and without creating any obligation or precedent, grant a goodwill refund in whole or in part in exceptional circumstances.

Cancellation prevents the next renewal but does not create a pro-rated refund for the current term. If Noire7 materially fails to respond to written Member requests for more than 30 consecutive days after receiving a written reminder, the Member may request a reasonable pro-rated refund for the unused part of the current term.

Where mandatory consumer protection or withdrawal rights apply to the Member, those rights remain unaffected. The Member acknowledges that requesting immediate activation may reduce or affect withdrawal rights in jurisdictions where such rules apply.

6 THIRD-PARTY PROVIDERS, BOOKINGS AND EXPENSES

Third-party services are subject to the terms, availability, cancellation policies, provider deposit requirements, compliance procedures and liability limitations of the relevant provider. Each third-party service is normally provided and charged separately by the relevant provider. The Member agrees to comply with such third-party terms.

PRICING AND REMUNERATION

The Member pays the third-party provider's standard rates for any booking. Noire7 does not add any mark-up or surcharge to third-party costs. As part of its normal coordination role, Noire7 may receive a commission, referral fee or similar facilitation payment directly from third-party providers. Such provider commissions do not increase the third-party price charged to the Member unless expressly disclosed in writing. Noire7 selects and recommends providers based on their suitability for the Member's request, and not solely on any compensation arrangement, and will disclose any material conflict of interest on the Member's request. The Member acknowledges and agrees that Noire7 may receive and retain such provider commissions, and that this forms part of how the Service Provider is remunerated in addition to the Membership Fee.

The Member is responsible for all approved third-party costs and for all consequences of late payment, incomplete information, travel document issues, conduct issues or provider refusal.

7 OFF-MARKET INTRODUCTIONS AND REGULATED ACTIVITIES

Noire7 may introduce the Member to selected off-market assets, opportunities, owners, agents, brokers, family offices or other contacts. Such introductions are made for informational and networking purposes only.

Noire7 does not provide investment advice, financial advice, legal advice, tax advice, regulated brokerage, portfolio management or due diligence services unless expressly agreed under a separate written agreement with appropriately authorised persons. The Member must obtain independent professional advice before entering into any transaction.

Noire7 may decline, pause or terminate any request if the request appears unlawful, unethical, reputationally harmful, restricted by sanctions, connected to money laundering risk or outside the scope of the Membership.

8 KYC, AML, SANCTIONS AND COMPLIANCE

The Member agrees to provide accurate identification, source-of-funds, source-of-wealth, company, beneficial owner or other compliance information reasonably requested by Noire7 or third-party providers.

Noire7 may refuse, suspend or terminate services immediately if the Member fails to provide requested compliance information, provides false information, is subject to sanctions, or if Noire7 has reasonable grounds to suspect unlawful activity, money laundering, fraud, corruption, tax evasion or reputational risk.

The Member represents that all funds used in connection with Noire7 services originate from lawful sources and that the Member will not use the Membership for illegal, sanctioned or abusive purposes.

9 MEMBER OBLIGATIONS AND CONDUCT

The Member must provide accurate information, cooperate with reasonable requests, treat Noire7 staff and third-party providers respectfully, respect confidentiality and use the services only for lawful personal or business purposes.

The Membership is personal to the Member and may not be transferred, resold, sublicensed or shared with unauthorised persons without Noire7's prior written consent.

Noire7 may terminate the Agreement immediately for abusive behaviour, non-payment, unlawful requests, reputational harm, misuse of the network, breach of confidentiality or material breach of this Agreement.

10 CONFIDENTIALITY AND DISCRETION

Both Parties must keep confidential all non-public information received in connection with the Membership, including identities, requests, itineraries, contacts, pricing, asset opportunities, introductions, personal information, preferences, documents and communications.

Noire7 will use discretion when handling the Member's identity and requests. Noire7 may disclose limited information to third-party providers only where necessary to perform requested services, obtain offers, complete bookings, fulfil compliance requirements or comply with law.

The confidentiality obligations survive termination for five years. Confidentiality does not apply to information that is public, independently developed, lawfully received from a third party, or required to be disclosed by law, court, authority or provider compliance process.

11 DATA PROTECTION AND PRIVACY

Noire7 processes personal data in accordance with the Swiss Federal Act on Data Protection (FADP/revDSG) and, where applicable, the EU General Data Protection Regulation (GDPR). The Privacy Policy at www.noire7concierge.com/privacy forms part of the broader privacy framework for the services.

Personal data may include name, address, email, phone number, identification documents, travel preferences, payment references, request details, communications, booking information and compliance information. Noire7 processes such data to provide the Membership, manage bookings, handle compliance, communicate with the Member, protect legal interests and improve services.

Noire7 applies appropriate technical and organisational security measures, including encrypted storage of personal data, staff access restricted on a need-to-know basis, internal confidentiality procedures and secure communication channels. These measures are designed to protect the personal data of family offices, entrepreneurs, public figures and other privacy-sensitive Members.

The Member understands that fulfilling requests may require disclosure of limited personal data to hotels, restaurants, charter operators, transport providers, event organisers, payment providers, compliance providers, professional advisers and other partners, including outside Switzerland. Noire7 will take reasonable measures to protect personal data and will not sell Member personal data.

12 INTELLECTUAL PROPERTY

All Noire7 names, branding, logos, concepts, materials, presentations, website content, service methods, supplier lists and network information remain the property of the Service Provider or its licensors. The Member receives no ownership or licence except the limited right to receive the Membership services during the active term.

The Member may not copy, publish, exploit, reverse-engineer, disclose or commercialise Noire7 materials, pricing, contacts, network information or methods without prior written consent.

13 LIMITATION OF LIABILITY

To the maximum extent permitted by mandatory Swiss law, and except as stated below, Noire7's total aggregate liability arising out of or in connection with this Agreement is limited to the Membership Fee actually paid by the Member for the then-current 12-month term.

Noire7 is not liable for indirect, incidental, punitive, special or consequential loss, loss of profit, loss of opportunity, loss of enjoyment, reputational loss, travel disruption, provider refusal, provider insolvency, force majeure events or acts and omissions of third-party providers.

The limitations and exclusions in this Section do not apply to liability for fraud, wilful misconduct or gross negligence, to liability for death or personal injury caused by negligence, or to any other liability that cannot be limited or excluded under mandatory Swiss law.

14 FORCE MAJEURE

Noire7 is not liable for delay or failure caused by events outside its reasonable control, including natural disasters, war, terrorism, strikes, government action, border closures, pandemics, provider failure, transport disruption, cyber incidents, payment network outages, extreme weather or other force majeure events.

Noire7 will use reasonable efforts to assist the Member with alternatives where practicable, but third-party cancellation policies and external costs remain the Member's responsibility unless otherwise agreed.

15 ELECTRONIC SIGNATURE AND COUNTERPARTS

The Parties agree that this Agreement may be signed electronically through DocuSign or another agreed signing platform and that such electronic signatures evidence each Party's intention to be bound. The Parties also agree that signed counterparts together form one agreement.

If any part of this Agreement or any related document is legally required to be in Swiss written form or to use a qualified electronic signature (QES), the Parties will cooperate to execute that document by wet-ink signature or QES. This clause does not reduce any mandatory form requirement that may apply by law.

16 NOTICES

Formal notices under this Agreement must be sent by email to the addresses stated above, unless a Party has notified the other Party of a new notice address. Cancellation notices must be sent to members@noire7.com.

A notice sent by email is deemed received on the next business day after sending, unless the sender receives an automated delivery failure notice.

17 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by substantive Swiss law, excluding conflict-of-law rules and international private law rules to the extent such exclusion is permitted.

Before commencing formal proceedings, the Parties will attempt in good faith to resolve any dispute for 30 days after written notice of dispute. If no resolution is reached, the ordinary courts of the Canton of Bern, Switzerland, have exclusive jurisdiction, subject to mandatory consumer jurisdiction rules where applicable.

18 GENERAL PROVISIONS

This Agreement, together with any written accepted offer, invoice, payment confirmation and privacy policy reference, constitutes the entire agreement between the Parties regarding the Membership and replaces prior discussions or marketing statements on the same subject.

Amendments must be made in writing. Noire7 may update operational terms for future periods by written notice, provided the Member's core paid rights for the current term are not materially reduced without consent.

If any provision is invalid or unenforceable, the remaining provisions remain valid. The invalid provision will be replaced by a valid provision that comes closest to the commercial purpose.

No failure or delay in enforcing a right is a waiver. Nothing in this Agreement creates an employment, partnership, agency, fiduciary, regulated advisory or joint venture relationship between the Parties.

The English version of this Agreement prevails unless the Parties sign a German version and expressly state that the German version prevails.

ANNEX 1

PRACTICAL SERVICES SCOPE

- Dedicated concierge point of contact for Member requests.
- Trip planning, itinerary planning, hotel, restaurant, transfer and experience coordination.
- Sourcing of private jets, yachts, luxury cars, villas, estates, tickets and event access through third-party providers where available.
- Selected introductions to off-market assets and opportunities, without investment advice or regulated brokerage unless separately agreed.
- Monthly intelligence briefings on selected assets, events and opportunities, where available.
- Discreet handling of Member identity, preferences and requests.

This Annex describes the practical scope of the concierge service. It supplements, and is read together with, Section 2 of this Agreement. Where this Annex and Section 2 differ, Section 2 prevails.



SIGNATURES

By signing below, the Parties confirm that they have read, understood and agreed to this Agreement.

SERVICE PROVIDER

/s1/

NAME

Matthias Thäler

TITLE

Founder, Noire7

DATE SIGNED

/d1/

PLACE

Bern, Switzerland

EMAIL

members@noire7.com

MEMBER

/s2/

NAME

[Member Full Legal Name]

TITLE / CAPACITY

[if signing for a company]

DATE SIGNED

/d2/

PLACE

[City, Country]

EMAIL

[Member Email]

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