

CONTRACTUAL CLAUSES, TERMS AND CONDITIONS

Parties

nionology, lda, Corporate Tax ID No. 519275810, with registered office at Avenida Artur Cupertino de Miranda, n.º 2, r/c esq, 2780-194 Oeiras, hereby represented by:

- Rui Lança, holder of Tax ID No. 219806632, in the capacity of Managing Director;
- Tiago Mira, holder of Tax ID No. 228578485, in the capacity of Managing Director;

hereinafter referred to as “nion”;

and

Individual name OR Company legal representative(s)

hereinafter referred to as “member”;

the present Membership Agreement is hereby entered into, governed by the following clauses.

Clause 1 (Subject Matter and Legal Nature)

1. This Agreement governs membership in nion – the business club, a private community of a relational, strategic, and business nature.
2. nion does not constitute, under any circumstances:
 - a) the provision of services;
 - b) a consulting agreement;
 - c) an intermediation agreement;
 - d) any obligation of result.
3. The Member acknowledges that membership consists of integration into a relational ecosystem of an essentially intangible nature.

Clause 2 (Admission and Activation)

1. Admission is discretionary and based on qualitative, strategic, and reputational criteria defined exclusively by nion.
2. Membership shall only be deemed effective upon verification of full payment of the fee.
3. Failure to pay within the defined deadline shall result in the automatic lapse of the approval and of this Agreement, without any right to damages or compensation.

Clause 3 (Participation and Representation)

1. The representatives indicated on the membership form are of an exclusively operational and participatory nature.
2. Only the signatory(ies) of this Agreement legally bind the Member.
3. In the case of a legal entity:
 - a) up to two representatives may be designated for purposes of participation;
 - b) only one representative may participate in each initiative, unless expressly authorized by nion.
4. The Member is fully responsible for the acts performed by its representatives within the scope of participation in nion.

Clause 4 (Participation and Access)

1. Participation in any initiative depends cumulatively on:
 - o invitation;
 - o availability;
-

- o curation criteria and strategic alignment.
- 2. nion does not guarantee:
 - a) a minimum number of events;
 - b) frequency of participation;
 - c) access to the entire network or to all members.
- 3. Access to the ecosystem may be limited based on internal community management criteria.

Clause 5 (Value Proposition and Benefits)

1. The Member may benefit, in particular, from:
 - a) integration into a qualified network of entrepreneurs and decision-makers;
 - b) access to exclusive events and experiences;
 - c) relationship and business development opportunities;
 - d) qualified introductions among members;
 - e) access to reserved content and initiatives;
 - f) interaction with strategic partners and ambassadors.
2. The Member expressly acknowledges that:
 - a) the benefits are merely indicative;
 - b) they depend on the community's dynamics;
 - c) they depend on the Member's own engagement;
 - d) they are not guaranteed.
3. There is no guarantee of results, business opportunities, or financial return.

Clause 6 (Financial Terms)

1. Membership requires payment of an annual fee.
 2. For the "exclusive" tier, the annual fee is €12,200.00 (twelve thousand two hundred euros), plus VAT at the applicable legal rate in force, totaling €15,006.00 (fifteen thousand and six euros).
-

3. The Member declares that:
 - a) it had prior knowledge of the amount;
 - b) it understands the applicable tax framework;
 - c) it fully accepts the financial terms.

Clause 7 (Nature of Payment)

1. Payment is final, non-refundable, and non-offsettable.
2. The Member expressly acknowledges that it shall not be entitled to any refund, in whole or in part, under any circumstances, including but not limited to:
 - voluntary withdrawal;
 - non-use of the membership;
 - lack of participation;
 - subjective dissatisfaction;
 - failure to materialize business opportunities;
 - suspension or exclusion.
3. Payment does not correspond to the acquisition of a specific service, but rather to integration into a community of a relational and intangible nature.

Clause 8 (Costs Not Included)

1. The fee does not include any costs associated with participation in activities, including, in particular:
 - travel;
 - trips;
 - accommodation;
 - meals;
 - transportation;
 - participation in specific events.
-

2. The eventual inclusion of any cost depends exclusively on written communication from nion.
3. The Member acknowledges that all additional charges are its exclusive responsibility.

Clause 9 (Term and Renewal)

1. This Agreement has an initial term of 12 (twelve) months, beginning on the date of activation of the membership and execution of this Agreement.
2. Upon expiry of the initial term, the Agreement shall automatically renew for equal periods, unless terminated by either party.

Clause 10 (Price Adjustments)

1. nion reserves the right to update the amount of the annual fee.
2. Any update shall be communicated in writing with at least 30 (thirty) days' advance notice prior to the renewal date.
3. In the absence of objection by the Member within such period, the new amount shall be deemed accepted.
4. Non-acceptance shall result in termination of the Agreement, with no retroactive effect.

Clause 11 (Termination and Non-Renewal)

1. The Member may terminate this Agreement by written notice given at least 30 days prior to the renewal date.
 2. nion may terminate or decline to renew this Agreement at any time, at its sole discretion, without need for justification and without any right to compensation.
-

Clause 12 (Conduct and Use of the Community)

The Member undertakes not to:

- use the network for mass or aggressive prospecting;
- collect or extract contacts for external use;
- engage in abusive commercial practices;
- directly or indirectly harm other members;
- exploit the community for undue benefit;
- use information obtained outside the context of nion.

Non-compliance constitutes sufficient grounds for exclusion.

Clause 13 (Confidentiality)

1. The Member undertakes to maintain absolute confidentiality over all information to which it has access within the scope of nion.
2. Confidential information shall include, in particular:
 - the identity of members;
 - relationships established;
 - shared content;
 - business opportunities;
 - internal operations.
3. The obligation is:
 - o autonomous;
 - o perpetual;
 - o independent of any additional agreement.
4. Non-compliance shall result in immediate exclusion and potential civil liability.

Clause 14 (Suspension and Exclusion)

1. nion may suspend, limit, or exclude the Member at any time.
2. The decision is discretionary, final, and not subject to challenge.
3. Exclusion does not grant any right to refund or compensation.

Clause 15 (Protection of the Model and Community)

1. nion reserves the right to manage the community based on subjective, strategic, and reputational criteria.
2. The Member acknowledges that maintaining the quality of the community may require decisions involving limitation, suspension, or exclusion.
3. Such decisions do not require justification nor grant any right to compensation.

Clause 16 (Limitation of Liability)

1. nion shall not be liable for:
 - the Member's decisions;
 - relationships established;
 - transactions completed or not completed;
 - expectations not fulfilled.
2. nion does not guarantee any economic, professional, or relational outcome.
3. Where legally applicable, nion's liability shall be limited to the amount actually paid by the Member.

Clause 17 (Data Protection, Use and Image)

1. The Member authorizes the processing of its data for the purposes of:
 - o management of the contractual relationship;
-

- o communication;
 - o events;
 - o profiling;
 - o matching;
 - o introductions.
2. The Member authorizes the controlled sharing of data within the nion ecosystem.
 3. The Member authorizes the use of name, image, voice, and participation for institutional and promotional purposes.
 4. Processing shall be carried out in compliance with the GDPR – General Data Protection Regulation.
 5. The Member acknowledges that the sharing of information is essential to the operation of nion.

Clause 18 (Governing Law and Jurisdiction)

This Agreement shall be governed by Portuguese law, with the courts of the Judicial District of Lisbon having exclusive jurisdiction.

Clause 19 (Final Provisions)

Execution of this Agreement implies full and unreserved acceptance of all clauses.