

CAR - NNOISSEUR

Artisan Cafe | Bakery | Restaurant

FOUNDING MEMBERSHIP TERMS AND CONDITIONS

Effective Date: April 7, 2026

These Founding Membership Terms and Conditions ("Agreement") constitute a legally binding agreement between Car-nnoisseur Cafe Inc., a California corporation ("Car-nnoisseur," "we," "us," or "our") and the individual purchasing a founding membership ("Member" or "you"). By purchasing a founding membership, you agree to be bound by this Agreement in its entirety. Please read it carefully before completing your purchase.

1. MEMBERSHIP TIERS AND PRICING

Car-nnoisseur offers three founding membership tiers:

The Driver: \$100.00 per month

The Collector: \$250.00 per month

The Curator: \$750.00 per month

Founding membership pricing is locked permanently at the rate in effect at the time of purchase. This rate will not increase for the duration of your continuous, uninterrupted membership.

2. MEMBERSHIP CAPS AND AVAILABILITY

Founding memberships are subject to hard caps per tier. These caps are absolute and will not be increased under any circumstances. Once a tier reaches its cap, it is permanently closed. No waitlist or future availability at founding pricing will be offered. Car-nnoisseur reserves the right to close any tier at any time prior to reaching its hard cap.

3. BILLING AND PAYMENT

Membership fees are billed on a monthly recurring basis beginning on the date of purchase. Billing cycles recur on the same calendar date each month. By completing your purchase, you authorize Car-nnoisseur and its payment processor to charge your designated payment method on a recurring monthly basis until your membership is cancelled.

You are responsible for maintaining accurate and current payment information. If a payment fails, Car-nnoisseur reserves the right to suspend or terminate your membership. We are not responsible for any fees or penalties charged by your financial institution in connection with membership payments.

4. NO REFUND POLICY

ALL MEMBERSHIP FEES ARE NON REFUNDABLE. Once a monthly billing cycle has been charged, that payment will not be refunded under any circumstances, including but not limited to: unused benefits, failure to visit the restaurant, dissatisfaction with the experience, changes in personal circumstances, or voluntary cancellation. Partial month refunds are not available.

The only exception to this policy is in the event that Car-nnoisseur permanently ceases operations, in which case any prepaid amounts for future billing periods not yet commenced will be refunded on a pro-rated basis.

5. CANCELLATION POLICY

Memberships are month to month and may be cancelled at any time. To cancel, a Member must submit a written cancellation request to Car-nnoisseur at members@carnnoisseur.com. Cancellations take effect at the end of the current billing cycle. You will retain access to membership benefits through the end of the period for which you have paid.

CANCELLATION IS PERMANENT AND IRREVOCABLE. Upon cancellation, the Member forfeits all founding membership rights, benefits, and pricing permanently. Founding membership pricing, tier placement, and all associated benefits are non transferable and cannot be reinstated once cancelled. If a cancelled member wishes to rejoin, they may only do so as a standard member at prevailing rates if and when memberships become available, which is not guaranteed.

6. MEMBERSHIP BENEFITS

Car-nnoisseur will use commercially reasonable efforts to provide the benefits associated with each membership tier as described on our website and membership materials. The specific conditions and limitations governing each benefit are set out in the Benefits Schedule attached as Part 2 of this document.

Benefits are for the personal use of the Member only and are non transferable except where explicitly stated in the membership tier description. Membership and its associated benefits may not be sold, gifted, bartered, or otherwise transferred to any third party.

Pre-opening benefits, including private tours, construction updates, and menu development tastings, are contingent upon Car-nnoisseur's opening timeline, which is subject to change due to construction, permitting, or other factors outside our control. Delays in opening do not entitle members to refunds or credits.

7. CONDUCT AND MEMBERSHIP REVOCATION

Car-nnoisseur reserves the right to revoke membership at any time, with or without prior notice, in the event that a Member engages in conduct that is disruptive, abusive, threatening, or otherwise harmful to staff, other guests, or the reputation of Car-nnoisseur. Revoked memberships will not be refunded for any portion of the current billing period.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Car-nnoisseur Cafe Inc. and its officers, directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your membership or use of membership benefits. Our total liability to any Member shall not exceed the total membership fees paid by that Member in the three months preceding the claim.

9. CHANGES TO TERMS

Car-nnoisseur reserves the right to modify these Terms and Conditions at any time. Material changes will be communicated to members via email at least 30 days prior to taking effect. Continued membership following notice of changes constitutes acceptance of the revised terms. If a Member does not agree with the revised terms, they may cancel their membership prior to the effective date of the changes.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. Any dispute arising out of or relating to this Agreement or the membership shall be resolved through binding arbitration in Orange County, California, in accordance with the rules of the American Arbitration Association. The

parties waive any right to a jury trial. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in a court of competent jurisdiction.

11. ENTIRE AGREEMENT

This Agreement, together with the Benefits Schedule in Part 2, constitutes the entire agreement between Car-nnoisseur Cafe Inc. and the Member with respect to the founding membership and supersedes all prior agreements, representations, and understandings. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

12. CONTACT

For questions about your membership or these Terms and Conditions, please contact us at:

Car-nnoisseur Cafe Inc.

members@carnnoisseur.com

MEMBER ACKNOWLEDGMENT

By completing your membership purchase, you acknowledge that you have read, understood, and agree to be bound by these Founding Membership Terms and Conditions and the Benefits Schedule in Part 2, including the no refund policy and the permanent forfeiture of founding membership status and pricing upon cancellation.

Car-nnoisseur Cafe Inc. | members@carnnoisseur.com | carnnoisseur.com

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PART 2 — FOUNDING MEMBERSHIP BENEFITS SCHEDULE

Addendum to Founding Membership Terms and Conditions

Effective Date: April 7, 2026

This Benefits Schedule forms part of the Founding Membership Terms and Conditions and sets out the specific conditions, limitations, and requirements governing each membership benefit. In the event of any conflict between this Benefits Schedule and the main Terms and Conditions, the Terms and Conditions shall prevail. Car-nnoisseur reserves the right to modify the terms of individual benefits with reasonable notice to members.

GENERAL CONDITIONS APPLICABLE TO ALL TIERS

Blackout Dates

Certain membership benefits may be unavailable during private event buyouts and special events scheduled at Car-nnoisseur. Members will be notified of blackout dates with reasonable advance notice where possible. Blackout dates do not carry over and unused benefits during blackout periods are not credited, substituted, or refunded.

Pre-Opening Tastings

All founding members across all tiers are invited to private menu development tastings prior to opening. Tastings are offered at no cost to the member. Invitations will be issued with a minimum of two weeks advance notice. Car-nnoisseur will schedule sufficient dates to ensure every founding member has the opportunity to attend. Members who cannot attend a scheduled tasting will be offered an alternative date. Members who are unable to attend any available date will not receive a credit or substitute benefit.

The Founding Dinner

The annual Founding Dinner is available to all founding members regardless of tier. Food and beverage consumed at the Founding Dinner are charged separately at standard menu pricing. The Founding Dinner is a ticketed private event held once per calendar year. Members will be notified of the date with reasonable advance notice. The Founding Dinner is non-transferable and attendance is limited to the founding member only unless guest privileges are specified by tier.

THE DRIVER — \$100 / MONTH

Reservation Access

Driver members have full reservation access across all services. Reservations are subject to availability and standard booking procedures. Same day reservations are accepted subject to capacity.

Occasion Honoring

Members must indicate the occasion at the time of booking. Car-nnoisseur will design a bespoke experience for the occasion at its sole creative discretion. The nature and form of the occasion

experience is determined by Car-nnoisseur and is not subject to specification by the member. This benefit applies to one occasion per reservation and is not available retroactively.

Priority Bakery Access

A selection of morning baked goods is reserved for Driver members during a designated window prior to public counter opening. The specific items reserved are at the discretion of the kitchen and subject to daily production. This benefit does not guarantee specific items and is subject to availability.

The Early Shift

Driver members may access the cafe 30 minutes prior to the public opening time. This benefit is subject to operational readiness and may be modified on days where construction, events, or other circumstances affect early access. No advance booking is required for Early Shift access.

Private Photo Shoot

One private photo shoot date is made available to Driver members once per calendar year. Car-nnoisseur will schedule and announce this date in advance. Members must RSVP to confirm attendance. Car-nnoisseur will schedule sufficient dates to ensure every Driver member has the opportunity to participate. Each session is limited to one hour. The photo shoot takes place before opening hours on the designated date. This benefit is for personal and professional use by the member only and is non-transferable.

THE COLLECTOR — \$250 / MONTH

The Collector tier includes all Driver benefits, subject to the same conditions and limitations set out above, plus the following:

Guest Privileges

Collector members may extend reservation benefits to one guest per month. Guest privileges apply to one visit per calendar month and do not carry over to subsequent months if unused.

Commissioned Kitchen Batch

Collector members may commission a private batch of any product produced by the Car-nnoisseur kitchen, subject to production capacity and kitchen schedule. Commissioned batches are priced at standard rates and charged separately. Minimum order quantities and lead times will be communicated at the time of the request.

Private Menu Tasting

When a new dish joins the menu, Collector members will be invited to a private tasting with a minimum of two weeks advance notice. Tastings are offered at no cost. Car-nnoisseur will schedule sufficient dates to ensure every Collector member has the opportunity to attend. Members who cannot attend a scheduled tasting will be offered an alternative date where possible.

The Collector Secret Menu

Collector members have access to a separate menu available exclusively to this tier. The Secret Menu is subject to change at any time without notice. Items on the Secret Menu are subject to availability and seasonal ingredient constraints. Car-nnoisseur does not guarantee the availability of any specific item on the Secret Menu at any given visit.

After Hours Lounge Access

Once per calendar month Car-nnoisseur designates an after hours lounge date available exclusively to Collector members. The date is set by Car-nnoisseur and announced in advance. Members must RSVP to confirm attendance. Maximum occupancy is six guests per member

including the member. This benefit is subject to blackout dates during private event buyouts and special events. After hours lounge access does not carry over to the following month if unused.

THE CURATOR — \$750 / MONTH

The Curator tier includes all Driver and Collector benefits, subject to the same conditions and limitations set out above, plus the following:

Standing Open Invitation

Curator members do not require a reservation. Car-nnoisseur will accommodate the member and their party upon arrival to the best of its operational ability. In the event that the restaurant is operating at full capacity during a private buyout or special event, the member will be notified and offered the next available seating. There are no blackout dates for the standing open invitation. Car-nnoisseur will always make a good faith effort to accommodate Curator members.

Wine Locker

Curator members are assigned a dedicated wine locker capable of storing a maximum of 12 bottles. Members may not store more than 12 bottles at any time. Bottles in excess of this limit will not be accepted for storage. Wine is stored at the member's risk and Car-nnoisseur is not liable for damage, loss, or deterioration of stored bottles beyond reasonable care. No corkage fee applies to bottles stored in the member's locker and consumed at Car-nnoisseur. Upon cancellation of membership, the member must collect their bottles within 14 days. Bottles not collected within this period will be held for an additional 14 days and then donated at Car-nnoisseur's discretion.

Quarterly Sommelier Review

Four times per year the Car-nnoisseur sommelier will review the contents of the member's wine locker and provide specific recommendations. Reviews are advisory in nature and do not obligate the member to purchase or replace wines. The sommelier's recommendations are based on the member's existing locker contents and any preferences on file.

Dedicated Concierge

Curator members are assigned a dedicated point of contact at Car-nnoisseur available seven days per week. The concierge is available to handle reservations, special requests, and communications on the member's behalf within the scope of Car-nnoisseur's operations. The concierge is not available for requests outside the scope of the restaurant's services.

Private Commissioned Dinner

Once per calendar year each Curator member may commission a private dinner built to their specification. Maximum capacity for the commissioned dinner is 26 guests including the member. A minimum of 30 days advance notice is required to book. Food and beverage are charged separately at rates agreed upon at the time of booking. The menu is designed by the Car-nnoisseur kitchen in collaboration with the member and is subject to ingredient availability and seasonal constraints. The commissioned dinner is non-transferable and must be used within the calendar year.

Buyout Right of Refusal

Curator members will be offered the right of first refusal on available private event buyout dates before they are offered to the public. Members will be notified of available dates and must respond within 48 hours to exercise their right of refusal. Failure to respond within 48 hours constitutes a waiver of the right of refusal for that date, which will then be offered publicly.

Buyout pricing is separate from membership fees and is charged at Car-nnoisseur's standard buyout rates.

This Benefits Schedule is incorporated into and forms part of the Founding Membership Terms and Conditions.

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