

Energy Underground Membership Agreement.

PLEASE READ CAREFULLY. THIS IS A CONTRACT. BY CLICKING THE BUTTON ON THE MEMBERSHIP APPLICATION THAT STATES "I Accept the Membership Agreement", YOU ACCEPT ALL TERMS OF THIS MEMBERSHIP AGREEMENT, AND THIS MEMBERSHIP AGREEMENT WILL BE A VALID AND LEGALLY BINDING DOCUMENT BETWEEN YOU AND ENERGY UNDERGROUND ENTERTAINMENT.

1. Introduction.

Welcome to Energy Underground, an Off Premises Social Club for adults over the age of 21 owned and operated by Energy Underground Entertainment (collectively, the "Club" or "we" or "us" or "the website"). The Club provides membership in the Club and access to the member's only portion of the website to you subject to this Membership Agreement ("Membership Agreement"). You must become a member of the Club before you are allowed to access any of the member's only portion of the website or attend any event sponsored by the Club. In consideration of being permitted to apply for Club membership, access the member's only sections of the website and attend Club events, you hereby agree to be bound by all the terms and conditions of this Membership Agreement. It is critical that you read the Club Membership Application and this Club Membership Agreement in its entirety before applying for membership in the Club. It contains important information that (i) addresses prohibited conduct, (ii) outlines monetary and other obligations that you agree to assume as a member of, and each time you participate in, the Club and the website, (iii) highlights certain rights that we reserve so that we can ensure that your rights membership in the Club will be an enjoyable experience and so that we can remain a responsible member of the community. Once you read this entire Membership Agreement, if you agree to all of its terms, then click the button marked "I Agree". After you "accept" the terms of the Membership Agreement, you will be prompted to proceed with the Club Membership Application. You shall be bound by both the terms of the Club Membership Application and this Membership Agreement whenever you participate in Club activities or use the member's only section of the website and shall continue to be bound by the provisions of sections 9, 10, 12, 13, 15-17, and 21 from and after expiration or earlier or earlier termination of your Membership. It is your responsibility to read this Membership Agreement and keep apprised of any changes to it. We may update or modify this Membership Agreement at our sole discretion from time to time without prior notice to you. Any updates and modifications that we make to this Membership Agreement will be binding even if you choose not to read them. The updates and modifications will be binding from the time that we post them; and each time you register for, or participate in, a Club event constitutes your agreement to the most current version of this Membership Agreement and acceptance of all its terms and conditions as stipulated herein. If you don't complete the Club Membership Application or accept this Membership Agreement in its entirety, then you will not be granted Club Membership, and are not allowed to attend Club events, enter Club premises including rented venues, or access the member's only portion of the Website. If you refuse to accept this contract and enter the Club premises, or use the website surreptitiously, you agree that your mere entry into the premises, or website constitutes your consent to all contractual provisions of the Membership Agreement.

2. Club Purpose.

Energy Underground is a private adults only off-premises social club. You expressly acknowledge that you may see partial or simulated nudity and clothed sexual interaction at Club events; that you may see nude pictures and read sexual phrases on the Website and that you agree you are not offended by this

in your presence in private settings or closed venues. You are aware of the purpose for this Club, and agree that our right to participate in, and be members of, this Club is protected by the Federal Constitution. The Club is operated under North Dakota law and only Members may attend Club functions or use the Member's only portion of the Website.

3. Eligibility and Membership.

Membership in the Club is offered to persons that are at least 21 years old on or before the date that he or she registers as a Member of, or attends an event sponsored by the Club. By agreeing to the terms and conditions of this Membership Agreement, you represent and warrant to us that you are at least 21 years old and are authorized to enter into this Agreement. You also represent that if you are married or become married after completing the Club Membership Agreement, you are attending the Club with your spouse or, if not, you have obtained your spouse's express consent to attend Club functions and use the Member's only section of the Website without him or her and he or she is aware of the nature of the Club and the activities that occur at Club premises and events and the nature of the Member's only section of the Website. If you are a law enforcement officer, or other public governmental employee, or are affiliated with such, you disclose such fact on the Club Membership Application. In the event that you become a law enforcement officer, or other public governmental employee, or affiliated with such you must immediately update your Club Membership Application to reflect such change. If you are a reporter, or in any way a member of the press (print, television, on-line, or otherwise), you must disclose such fact on the Club Membership Application. In the event that you that you become a reporter, or in any way a member of the press (print, television, on-line, or otherwise you must immediately update your Club Membership Application to reflect such change. You must show a valid pictured identification before entering Club premises or attending a Club event. If we suspect, in our sole discretion, that you have misrepresented your age or identity on the Club Membership Application or otherwise, we may, among other things, terminate your Club Membership without refund, reimbursement, or credit of your Membership and/or event fees. Your Membership is personal to you, and you shall not assign, sell, give, or otherwise transfer your Membership to anyone else. Your Membership in the Club commences the day that you complete the Club Membership Application process that is required to become a Member or renew an existing Membership (including our receipt of applicable Membership fees). Your membership will automatically expire at the end of its Term, unless terminated earlier pursuant to this membership Agreement. We reserve the right to extend your Membership beyond the Term. We may, in our sole discretion, decide not to renew your Membership. Your Membership entitles you to all of the benefits of attendance at Club events for so long as you are an attendee and Member in good standing and have paid any event fees due. Membership in the Club and permission to attend Club events is contingent on the payment of all applicable fees and the observance of all terms and conditions of this Membership Agreement. All applicants must be verified before as part of the application process.

4. Fees and Payments.

You agree to pay the Membership fees and any other charges incurred in connection with your Membership in the Club ("Membership Fees") at the rate when the charges incurred in connection with your Membership in the Club. We will immediately bill all Club charges incurred by you. All fees and Charges are nonrefundable. We may change the fees and the charges then in effect, or add new fees or charges, in our sole discretion by giving you notice in advance. You are responsible for all fees and

charges that you may incur in connection with your attendance and enjoyment while at Club events. You are responsible for any fees or charges associated with damage caused by you at events held at a venue or host's property.

5. Event Cancellation Policy

In the event Energy Underground is unable to host an event for reasons that could have been avoided a full refund of your registration will be issued. You may elect to have a credit issued to you for a future event in lieu of a refund. If for any reason Energy Underground is forced to move an event outside of the advertised city after you registered, you will be given a full refund. You may elect to have your registration transferred to the new venue. You may elect to have a credit issued to you for a future event in lieu of a refund. If for any reason Energy Underground is forced to change an event date from the advertised date for after you registered, you will be given a full refund. You may elect to have your registration transferred to the new date. You may elect to have a credit issued to you for a future event in lieu of a refund. If Energy Underground is forced to cancel an event for public health or safety directives from the city, state, or federal government, or from the venue we will issue you a credit that can be used at a future date, we will not issue any refunds. Event Tickets cannot be cancelled or returned; no refunds will be issued. Rooms cancelled ten, or more, days prior to the event will receive a refund less a 10% cancellation fee. Rooms cancelled nine, or less, days prior to the event will not receive any refund. If you are unable to attend an Event that you registered for, you may transfer your tickets and room to any member of the Club that otherwise would be able to attend an Event. We are not responsible for the payment arrangements you may make between yourselves.

6. Return of Goods and Merchandise Policy

We accept returns for the following reasons:

- You received the wrong product (order fulfillment/shipping error). Please contact us at sales@energyundergroundclub.com within 24 hours of receipt so that we can remedy this as soon as possible.
- Damaged products. You must notify us at sales@energyundergroundclub.com within 3 days of receiving damaged products. Please include your order number and picture(s) of the damage. Claims past 3 days of receiving products will be refused.
- You are unsatisfied with your purchase and would like to return under our standard return policy.

Energy Underground reserves the right to solely define and limit, refuse, and/or reject returns from customers at any time due to:

- An irregular or excessive returns history indicative.
- An irregular or excessive returns history involving worn, altered, laundered, damaged, or missing items; or,
- Potential fraudulent or criminal activity.

Energy Underground reserves the right to refuse service to any customer/member or entity, due to similar actions as noted above.

We issue credit for returns in the following way

- Wrong products (order fulfillment/shipping errors) we will send you the correct product(s) and cover return shipping.

- Damaged goods we will credit you the same form that you paid in including shipping after we have inspected the product and determined that it was damaged during manufacturing or shipping. You must return the product for our inspection before credit will be issued.
- Standard returns will be issued a store credit in the form of an E-Gift card after products have been inspected and approved, expect 2-3 weeks for this process to be completed. We do not cover or credit shipping costs, initial or return.
- A restocking fee will be assessed to all products that are refused by customer at delivery or that are returned because of an “undeliverable address.”

We accept Standard Returns within 30 days of the delivery date, if more than 30 days has passed since you received your product, we unfortunately cannot offer you a refund. Customer is responsible for shipping returns to Energy Underground at their expense. Please note before ordering that we exclude some items from our return policy. We will not accept panties, special orders / customized products, clearance items, and discontinued items. We do not offer returns/refunds on gift cards, membership subscriptions, or event purchases – please see event cancellation policy for details on event tickets and rooms.

All products will be inspected within 7 days of receipt at Energy Underground. All products must arrive in their original unworn condition with all tags still attached and must include the undamaged original packaging. Merchandise containing odor, perfume, deodorant stains, other stains, makeup, glitter, smoke, dust, pet hair, or damage will be refused. Refused merchandise will not be credited. Refused merchandise will be returned to you at your expense.

Exchanges are not accepted by Energy Underground. We are unable to offer this and only accept returns as outlined above.

If you have any questions regarding our return policy please contact us at sales@energyundergroundclub.com

7. Guest Policy

A Member may bring up to four guests to a particular Club event. Guests may not be previous Members that were not in good standing for any reason with the Club, at our sole discretion. Members must announce guests to Management in advance of events so that guests can be cleared and added to the event list. Each guest may only attend one Club event every twelve (12) months and a maximum of three (3) total events before they are expected to complete a Club Membership Application and Pay the Membership Fees. If you bring a guest, the guest must sign a printed copy of this contract before entering the Club event and such signature shall not confer Membership status upon such guest but shall constitute a legally binding contract with respect to all provisions herein concerning conduct, waiver of liability, confidentiality, privacy, and non-disclosure. Member guests(s) are assumed to have been informed of the nature of the Club, conduct policy and all other terms and conditions herein. A Member assumes full responsibility for notifying guests of these terms and any subsequent liability for failure to do so. Member assumes the responsibility for guest’s behavior and conduct and is subject to violations as if the Member committed the violation themselves.

8. Camera Policy

The use of cameras, video records, or any other means of recording members at events is prohibited except for in the Photo Booth. Members may use the Backdrop to take pictures of themselves. Any

member that is suspected of taking pictures or videos of any other member or the event with permission will have their membership canceled and be banned from the club.

9. Emails

You understand that from time to time, the Club may send you emails about Club events and you grant the Club permission to contact you via email. At any time you may opt out of receiving emails by from the Club by contacting us at <https://www.energyundergroundclub.com/contact/> and put "unsubscribe email" in the message.

10. Electronic Contacting

You agree that you shall be bound when, after you have had an opportunity to review the terms applicable to registration for a Club event, you click on or check an "Agree", "Accept", or other similar button or check box, at which time an electronic contract shall be formed. You certify that you intend each electronic contract, including that the electronic acceptance, to constitute a legal agreement that is valid, binding, and enforceable against you.

11. Cookies

Our server may automatically deposit "cookies" on your computer when you enter the Club's Website. "Cookies" are small files that are sent from the Club's website server to your computer's hard drive when you visit the Club's Website. We are able to obtain information from these cookies when you revisit the Club's Website as described below. The type of information that we may collect as a result of cookies is specific to the computer used and may include the Internet Protocol address, the date and time the computer visited the Club's Website, the specific parts of the Club's Website that were visited, and the indications as to whether or not the web pages requested were delivered successfully. We use the cookie information to make your navigation of the Club's Website less cumbersome and to improve the functionality of the Website. You can erase or block this information by changing the settings on your computer, although this may affect your ability to access or use the Club's Website. We may have links to third-party websites that may or may not use cookies, refer to all third-party websites for their policy on use of cookies.

12. Confidentiality and Liability for Activities

You hereby agree to maintain the confidentiality of any and all information obtained through attendance at Club events, use of the Club's Website, and private social media groups, including, without limitation, the location of Club events, the identity of its Members, the likeness of any Member, or the name, address, or other identifying information of any Member or Guest and the activities and occurrences at events hosted, sanctioned, sponsored by, or associated with, the Club (collectively, "Confidential Information"). Membership in the Club is private and all information obtained through attendance at Club events, Membership in the Club or use of the Club Website is a privilege of Membership, use and attendance, and as such, shall not be disclosed, either during or after the Term to anyone including, without limitation, current members, past members, non-members, members of the press, law enforcement, or other investigative agency. If you become legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process or order of a court of competent jurisdiction) to disclose any Confidential Information, you shall provide Club Management with prompt written notice and a reasonable period of time (not to

exceed 90 days) so it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Membership Agreement. In the event such protective order or other remedy is not timely obtained, or compliance with the provisions of this Membership Agreement is waived, you shall disclose only the minimal amount of Confidential Information that is legally required and shall exercise best efforts to obtain assurance that confidential treatment will be accorded the Confidential Information so disclosed. Energy Underground makes every effort to protect the privacy of its members. The Club will not share your email address, or any other personal information or the Club's Member database with third parties unless in connection with a change of ownership or management of the Club, a sale or other transfer of the Club to a third party, or if required by a court order. Except as set forth above, your identity will be disclosed only if we become aware of your violation of law and we are required to do so, or it is necessary for the safety of our Membership. The Club is not responsible for the conduct, acts, or omissions of any Member, or for false or misleading information provided by any Member, and you waive any and all claims, damages, losses or causes of action against the Club arising out of the activities of any Member.

13. Assumption of Risk

YOU ACKNOWLEDGE THAT CLUB EVENTS AND ACTIVITIES OCCURRING AT CLUB EVENTS INVOLVE KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY OR DAMAGE TO YOURSELF, YOUR PROPERTY OR TO THIRD PARTIES. YOU UNDERSTAND THAT SUCH RISKS CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF CLUB EVENTS, YOU ACCEPT AND ASSUME THE RISK EXISTING IN THAT EVENT AND ANY ACTIVITIES OCCURRING DURING SUCH EVENT AND ELECT TO PARTICIPATE IN SPITE OF THE RISKS, KNOWN OR UNKNOWN. You agree that neither the Club, nor its members are responsible for your health. You are solely responsible for maintaining and protecting your own health. All interactions between the Members are by mutual consent, and you should take your health into consideration in making decisions relative to such interactions. It is the responsibility of all Members to protect themselves from sexually transmitted and other communicable diseases and infections. You agree that you will not participate in any Club events if you knowingly have sexually transmitted and/or other communicable diseases and infections. You also recognize that the Club cannot evaluate your physical condition and medical limitations as they pertain to participation in Club events, or use of Club gear, or your own gear at Club events. YOU ASSUME ALL RESPONSIBILITY FOR HAVING A THOROUGH MEDICAL EXAM PERFORMED BY A MEDICAL PRACTITIONER OF YOUR CHOICE, AND AT YOUR EXPENSE, BEFORE PARTICIPATING IN ANY CLUB EVENTS AND PRIOR TO USING ANY CLUB-PROVIDED GEAR OR EQUIPMENT. WE ENCOURAGE ALL MEMBERS TO BE TESTED FOR SEXUALLY TRANSMITTED AND OTHER COMMUNICABLE DISEASES AND INFECTIONS REGULARLY BASED ON THEIR MEDICAL PRACTITIONER'S ADVICE FOR FREQUENCY. YOU ALSO ASSUME ALL RESPONSIBILITY FOR ABIDING BY THE RECOMMENDATIONS OF SAID MEDICAL PRACTITIONER, INCLUDING, BUT NOT LIMITED TO, AS THEY PERTAIN TO LIMITATIONS ON PARTICIPATING IN CLUB EVENTS AND USE OF CLUB-PROVIDED GEAR OR EQUIPMENT. YOU ASSUME ALL RESPONSIBILITY FOR THE WORKING CONDITION, OR LACK THEREOF, OF GEAR OR EQUIPMENT THAT YOU PROVIDE. YOU ARE RESPONSIBLE FOR INSPECTING ALL GEAR AND EQUIPMENT PROVIDED BY THE CLUB AND IMMEDIATELY INFORMING A MEMBER OF THE CLUB STAFF OF ANY QUESTIONS OR CONCERNS THAT YOU MAY HAVE ABOUT THE USE OR CONDITION OF SUCH CLUB SUPPLIED GEAR OR EQUIPMENT. Energy Underground and Energy Underground Entertainment are not in association with, or represented by, any other adult social club, website, or social media group. Links and information provided by Energy Underground on our website

are offered for entertainment purposes as a resource only and is not an endorsement by us. Links or references from other to our website or events is not cause for them to represent us. Membership, or ownership, by Club Management in other social clubs, websites, or social media groups is independent of Energy Underground and is not a representation of affiliation with Energy Underground.

14. General Health Policy

Energy Underground is dedicated to offering a safe and healthy environment for our events. To help protect the general health of our guests we may check temperatures at the door and turn away anyone that has a fever. We ask all members to consider the health of all in attendance and not attend if you feel sick or have symptoms of being sick. We ask that you practice safe, responsible, and healthy behaviors by washing your hands and covering your cough or sneeze. We also recommend that all guest practice safe sex and perform regular screenings for STIs and STDs through their doctor.

Energy Underground is not a medical provider and does not accept liability for your health. You are responsible for consulting your physician and making informed decisions for your situation.

15. Representations.

YOU HEREBY REPRESENT TO US THAT: you are at least twenty-five (25) years of age at the time of acceptance of this Membership Agreement; all identifying information provided by you in connection with the Club Membership Application and this Membership Agreement is accurate; Except as otherwise fully disclosed in writing to the Club Management, you do not serve in any capacity as a law enforcement officer, investigator, agent, employee or informant of any municipal, county, state, or federal governmental agency or department. Further, if you are a member of law enforcement as described above, you expressly represent that you are attending a Club event for the sole purpose of personal entertainment and are not acting in any official capacity and are not attending at the request or demand, or as the employee of, any such agency or department; Except as otherwise fully disclosed in writing to Club Management, you are not a reporter, employee, investigator, independent contractor or informant associated with, assisting or employed by any broadcast, print, internet, internet or other news or entertainment media nor any organization which disseminates information in any way to the general public. Further, if you are a member of the press as described above you expressly represent that you are attending a Club event for the sole purpose of personal entertainment and are not acting in any official capacity and are not attending at the request or demand of, or as an employee of, any such media or organization as described above; your application for Membership is made in good faith and for the sole purpose of attaining Membership in the Club and participating in Club events, and not for any other purpose; and YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF, HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF ENTERING INTO THIS AGREEMENT, AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

16. Member Conduct

No Member shall drink alcoholic beverages to excess. No alcohol shall be sold or transferred in violation of law, or venue policy, on Club premises, rented or owned. Your alcohol intake is not monitored by the Club, or venue, and you release and hold harmless and indemnify the Club from any damages that may occur due to your consumption of alcohol at Club events whether that be while operating a motor

vehicle or otherwise. No weapons are permitted on Club premises or at Club events unless you are a uniformed police officer and are on duty and identify yourself as such. Possession of weapons is grounds for immediate termination of Membership. No gambling is allowed at Club events. No physical or verbal altercations are allowed at club events. Membership of any party involved in an altercation will immediately be terminated. No harassment, sexual or otherwise, will be permitted in the Club, at Club events, or on the Website. Any harassment shall be immediately reported to Club management. If the complaint is justified, the offending party's Membership will be immediately terminated. Making false claims of harassment may be terms for loss of Membership. No prostitution or illegal solicitation for sexual activity is allowed or will be tolerated. If you are approached for such illegal activity you are required to notify Club Management immediately, and the offending party's Membership will be immediately terminated. If you intentionally or unintentionally violate any applicable local, state, or national law, regulation, rule or policy while participating in Club events your Membership will be immediately terminated. If you become disorderly and are asked to leave, you will do so immediately, and quietly. Your Membership may be immediately terminated if you fail to do so. If you are asked to leave more than once in any twelve-month period, your Membership will be immediately terminated. Not all members are invited to all Club events. The Club reserves the right to have private parties and will determine the guest list based on the activity, and you agree that this is reasonable and desirable for the Club. The rules of the Club may be modified at any time at the discretion of the Club's management. You will not bring into the Club a camera or other recording device of any kind nor use any surveillance, photographic, camera, camera phone, video, digital, audio or other recording (audio or visual) or similar devices at any Club event. You will not copy or otherwise divulge or disclose any information or photograph contained on our website. You will not disclose in any print, broadcast, television, radio, or other form of media, the address, location, or Membership of the Club, or any information regarding any Members of the Club. You will not discuss the Club with any newspaper, magazine, television station, radio station, reporter or journalist. If you are employed by, or associated with, any news or investigative organization, and you violate any provision of this Membership Agreement, you agree that both you and the news or investigative organization in which you are affiliated shall be jointly and severally liable for damages resulting from such violation. Because determination of the amount of such damages would be difficult to ascertain, you agree, individually and on behalf of the news or investigative organization with which you are affiliated, that liquidated damages in the amount of one million dollars (\$1,000,000) are reasonable, and such damages shall be paid in certified funds before publication or broadcast of any report you or the news or investigative organization with which you are affiliated prepare or participate in publishing or broadcasting. In the event prior payment of such damages is not made, and litigation is necessary, you and the news or investigative organization in which you are affiliated agree that Energy Underground shall be entitled to recover from you not only such liquidated damages amount but also its attorney's fees and costs expended, as well as interest on such liquidated damages amount at the lesser of (i) the rate of twenty-one percent per annum, or (ii) the maximum rate permitted by applicable law, from the date of publication or broadcast until payment is made. You will not impersonate any person by falsely stating or otherwise misrepresenting your identification or affiliation with another person or entity. You will not disseminate any information related to the Club or its Members which in any manner violates the statutory or common law privacy rights of other Members. Violation of applicable rules of conduct in this section may result in you being reported to appropriate law-enforcement agencies. The provisions of this section shall survive the voluntary or involuntary termination of your Membership, are contractual, and not a mere recital.

17. Dress Code

When attending an Energy Underground Event all members and guests must be dressed in theme OR appropriately for an upscale nightclub. Examples of what to wear when not dressed in theme include a button-down shirt, slacks, or dark colored pants for men, a nice blouse/top and pants or a dress for women. Examples of what is not acceptable unless part of the theme include dirty or stained clothing, tee shirts/tank tops, severely worn and torn blue jeans, jean shorts, dirty/stained shoes. If you wear a hat it must be clean.

18. Social Media

All members that use our social media groups and platforms agree to be respectful of other member's privacy. Harassment in the form of unwanted private messaging, excessive private messaging, unwanted networking/friend request will be subject to same terms as the members contact section of this agreement.

19. Release and Indemnity

You agree to release, waive, discharge, defend, indemnify, and hold the Club, its subsidiaries, affiliates, officers, employees, agents, representatives, Members and other third parties harmless from all liabilities, losses, damages, costs, and expenses (including attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against any such party, or on account of the investigation, defense, or settlement thereof, arising in connection with your Membership in the Club, your use of the Club facilities, your attendance at any Club event, and/or your violation of this Membership Agreement, any law or the rights of any third party. You acknowledge that hazards are inherent in Member activities, and hereby assume all risk of injuries, illness, or damages including but not limited to bodily injury, pregnancy, disease strains, heart attack, or other ailments incidental to such activities and to the use of equipment involved in such activities. You hereby forever for yourself, your heirs, executors and administrators absolve, release and waive any and all liability, claims or demands against the Club, its owners, subsidiaries, affiliates, officers, employees, agents, representatives, and each and every Member which may arise out of, or be related to, any injury, damage or pecuniary loss by reason of such Membership or participation in any Club event or Member activity. Members' guests are deemed to have been informed of such general hazards by the Member and deemed to have understood and accepted these same terms of participation. Members assume full responsibility for notification of these terms to their guests and any subsequent liability for failure to do so. The Club is not responsible for damaged, lost or stolen property. You agree that it is your responsibility to secure your valuables.

20. Absolute Right to Suspend or Terminate Your Membership in the Club

You may terminate this Membership Agreement and your right to use the Club and its facilities at any time by sending email to admin@energyundergroundclub.com. Although you may terminate your right to use the facilities of the Club, your Membership may not be cancelled (it may only expire), and you will not be entitled to any refund, reimbursement, or credit of your Membership Fees. You agree that we, in our sole discretion, may deny you access to Club events and Website and/or suspend or terminate your membership in the Club, and your use of any or all of the facilities of the Club, if we (i) believe in our sole discretion that you have violated this Membership Agreement or the Club Membership Application, (ii)

determine, in our sole discretion, that your continued Membership is not in the best interests of the Club and its other Members, or (iii) determine, in our sole discretion, that you are at any time intoxicated or under the influence of any illegal substance, all without notice or liability to you or anyone else. You agree that any termination of your access to the Club under any provision of this Membership Agreement may be affected without prior notice. You also agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to the Club. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Club and the Website.

21. Proprietary Rights

The name "Energy Underground Club" and the name "Energy Underground" are service marks of Energy Underground Entertainment. Unauthorized use of any trademark, service mark or logo of Energy Underground Entertainment may be a violation of domestic and foreign trademark laws. Energy Underground Entertainment and/or its affiliates own all intellectual property rights in the Club Website. You acknowledge and agree that the Club Website and any necessary software used in connection with the Club Website or the Club are or contain proprietary and confidential information that is protected by applicable intellectual property and U.S. and international copyright laws. You agree not to access the Club Website by any means other than through the interface that is provided by the Club for use in accessing the Club Website or use the Club Website for any purpose inconsistent with the terms of this Membership Agreement. If you do not comply with the provisions of this Section, we reserve the right, in addition to all rights at law and in equity, to terminate your Membership in the Club without refund, reimbursement, or credit of any Membership Fees. Please see Terms of Use page on the website for further information about use of the website.

22. Limitation of Liability to Amount Paid by You

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTANGIBLE LOSSES, RESULTING FROM: (A) ANY USE OR INABILITY TO USE THE CLUB FACILITIES INCLUDING, WITHOUT LIMITATION, DISRUPTION ARISING FROM ANY CAUSE; OR (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PERSONAL INFORMATION OR MEMBERSHIP DATA. IF WE ARE ADJUDGED TO BE LIABLE BY A COURT OR OTHER BODY OF COMPETENT JURISDICTION TO YOU FOR ANY REASON WHATSOEVER, YOU AGREE AND UNDERSTAND THAT YOU MAY NOT RECOVER DAMAGES IN EXCESS OF THE AMOUNT OF MEMBERSHIP FEES THAT YOU ACTUALLY PAID TO US DURING THE YEAR IN WHICH THE EVENT OCCURRED THAT GAVE RISE TO OUR LIABILITY. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH ARE A MATERIAL PART OF OUR AGREEMENT TO PROVIDE CLUB MEMBERSHIP TO YOU.

23. Arbitration

Any controversy or claim arising out of or relating to this Membership Agreement or the Club, whether between (i) you and the Club, or (ii) you and another Member shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be stipulated confidential, conducted in the City of Minot, North Dakota, and judgment on the arbitration award may

be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary in the foregoing, the Club may obtain from a court any interim or provisional relief that may be necessary to protect the Club's rights or property.

24. False Information

You must provide the Club with accurate, complete, and updated information (the "Registration Information"). If you provide us with any Registration Information or other information that is not truthful, complete, or up-to-date, or if we have grounds to suspect that any of it is not truthful, complete, or up-to-date, then we may suspend, terminate, or take any other legal action with respect to you and/or your Membership. The Club reserves the right to cancel or decline membership in the event the information supplied in connection with an application for membership (i) is false or materially misleading, or (ii) fails to disclose any information which, if in the sole opinion of the Club, had such information been disclosed at the time of application would have materially affected the eligibility of the applicant for Membership. The Club also reserves the right to cancel or decline Membership in the event any investigation reveals unacceptable background information.

25. Severability of Agreement; Conflict

If a court or an arbitrator of competent jurisdiction determines that any provisions or conditions of this Membership Agreement are illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions (or portions of them) and obligations shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If there is a conflict between the provisions of the Club Membership Application and this Membership Agreement, the terms of this Membership Agreement shall prevail.

26. Waiver

The failure of the Club to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered to be a waiver or deprive the Club of the right thereafter to insist upon strict adherence to such term or any other term of this Membership Agreement. In order to be effective, any waiver must be in writing, signed by a duly authorized agent of the Club and delivered to the Member.

27. Governing Law and Miscellaneous

This Membership Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of North Dakota (exclusive of the choice of law rules thereof). The Club reserves the right to interpret the terms and condition of this Membership Agreement, and the application thereof, in its sole and absolute discretion. This Membership Agreement and all documents incorporated by reference constitute the entire agreement between the Club and you with respect to the Club. Sections 12, 13, 15, 19, 21, and 22 - 24 hereof shall survive termination of this Membership Agreement for any reason. No amendment to this Agreement by you will be binding unless in writing signed by an authorized representative of the Club. If you are accepting this Membership Agreement as a couple (as evidenced by the information associated with your membership number or the information submitted on your membership application), by clicking the "I Accept this Agreement" box below you hereby represent that you are accepting this Agreement on your own behalf and have been duly authorized by the non-clicking individual to accept the terms of this Agreement as his/her agent and both individuals

constituting such couple shall be deemed to have agreed to all terms and conditions of this Agreement. YOU ACKNOWLEDGE THAT YOU HAVE READ THE FOREGOING MEMBERSHIP AGREEMENT AND UNDERSTAND IT. BY CLICKING THE "I ACCEPT THE MEMBERSHIP AGREEMENT" BUTTON BELOW, YOU CERTIFY THAT YOU HAVE READ THIS AGREEMENT, AND YOU CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS. BY CLICKING THE "I DECLINE THE MEMBERSHIP AGREEMENT" BUTTON BELOW, YOU ARE REJECTING THIS AGREEMENT AND YOUR MEMBERSHIP OR APPLICATION FOR MEMBERSHIP IN THE CLUB AS APPLICABLE SHALL IMMEDIATELY TERMINATE.

Last updated 7/4/2020