



THE WILDE MILAN

CLUB RULES – 15 October 2024

1. GENERAL PROVISIONS

1.1 The name of the Club is The Wilde ("The Wilde").

1.2 Following the approval as a Member by the Company and the payment of the Joining Fee and Subscription Fee, these Regulations are deemed to have been accepted and signed.

1.3 The provisions of these Rules apply to all Club Members (the "Members"), as well as to their guests as indicated below.

1.4 The Club's activities will take place in the premises (the "Premises") located in Via Dei Giardini, 16, 20121 Milan, or in other premises that the Company will make available from time to time.

1.5 The owner of The Wilde is the Company The Wilde SRL (the "Company").

1.6 The Wilde's objective is to provide services within the Premises to facilitate an environment of social and cultural relations. The following services are reserved for Members:

- The provision of outdoor and indoor dining spaces for drinks, breakfasts, lunches and dinners;
- The provision of spaces for work or social gathering;
- The provision of spaces where Members may host private events (business meetings, birthdays, parties, etc.);

2. MEMBERSHIP

2.1 Applications for membership of The Wilde are to be submitted to the Company by means of a digital application form hosted on the Company's website and mobile app.

2.2 Applicants for membership must be at least 21 years of age and should have the support of a Proposer and Secunder who confirms the proposal who are both current members of the Club. Where this is not possible, a candidate will be invited to meet with a representative of the membership team, unless the Company decides that such a meeting is not required.

2.3 When a candidate's membership is accepted by the Company – at its sole discretion -, he/she will be notified by the office and within 2 working days the joining fee and

subscription fee will be debited from his/her bank account using the card details provided on the application form. A digital membership card will then be sent to the member for his/her exclusive use (see 2.8).

2.4 Applications may be placed on a waiting list from time to time.

2.5 No reason shall be given to any candidate in the event of their membership application not being successful.

2.6 The Club reserves the right to change the amount, date or frequency of payment of the membership fees, as well as these Rules, from time to time: in such cases, the Club will notify members in advance with a notice posted on the website of the Company or notified to each member at least 30 days in advance, advising them of the right of withdrawal.

2.7 The fees are divided into:

- a) Joining fee: To be paid upon election to the Club as a one-off payment;
- b) Subscription fee: To be paid annually by all members.

2.8 Non-payment of the joining fee and the annual subscription within 30 days of the due date will result in the membership being terminated, and the Company reserves the right to recover any amount that is owed.

2.9 Members are required to present their digital membership card to reception upon arrival to gain entry to the Club. Where a member allows his or her card to be used by a non-member, their membership will be terminated.

2.10 The terms and conditions for using The Wilde's services are contained in these Rules accepted by the Member at the point of application and will be hosted on the Company's website.

2.11 With the notice of acceptance of membership, the contract between the Company and the Applicant (Membership Agreement) is deemed to be concluded and subject to the terms and conditions set out in these Rules. Access to the Club is subject to the payment of the Joining fee and subscription fee.

2.12 The Membership Agreement may be transferred by the Company to other companies within the same group at any time.

2.13 If a Member, having paid for the annual subscription (12 months), for any reason ceases to use the services before the end of that year, he or she will not be entitled to a refund of any part of such annual subscription.

2.14 Renewals are annual and are fixed on the 1st day of the month following the day of election to the Club.

2.15 Renewals are automatic except in cases of exclusion or resignation.

2.16 Each Member may terminate his/her Membership by giving the Company at least one (1) month's written notice prior to the expiry of his/her current Membership. The notice should be emailed to membership.milan@thewilde.com

2.17 Members may cancel their Membership within 14 days from the date on which the joining and subscription fees payment is made. If the Member has started to use The Wilde's services or facilities during this period, the Company reserves the right to retain a pro-rata amount. The remainder will only be refunded by the same method as the original payment.

2.18 Membership types are shown in these Rules that will be published on the Company website and may be amended from time to time. They include:

Under 40: Under 40yrs of age on the date that the application is submitted; upon reaching 40yrs of age, the membership rate will increase to the Full Membership rate applicable on the next renewal date.

Under 40 Partner: Spouse or partner to a Full Member of either category and under 40yrs of age on the date the application is submitted; who shares the same residential address as the Full Member of either category; proof of address will be required; upon reaching 40yrs of age, on the next renewal date the membership will increase to the Full Partner Membership rate applicable at that time.

Full: 40yrs of age or over on the date the application is submitted.

Partner: Spouse or partner of a Full Member of either category and 40yrs of age or over on the date the application is submitted; who shares the same residential address as the Full Member - proof of address will be required.

2.19 Partner memberships may only be granted when the associated Full/Under 40 member is a current and fully paid member and proof of address has been provided either at the point of application and/or on the annual renewal date. When this ceases to be the case, the Partner member will revert to the full member rate applicable at the time of their next renewal and will no longer be considered a Partner member. Partner members must inform the Membership Director in writing of any change in circumstance related to their membership category.

2.20 In very exceptional circumstances (for examples serious illness) and only at the sole discretion of the Company, a member may freeze his or her membership for a period of the length of the exceptional circumstance (up to 12 months). This is permitted only once within the lifetime of a membership. This request must be submitted in writing within 30 days of the date of the event / exceptional circumstance and a decision will be relayed to the member within 14 working days, including notice of the annual subscription rate that will be payable when the membership is reinstated. During the period that a membership is suspended, should the member wish to recommence their membership they may be required to pay the full year's annual fee.

2.21 By applying for membership of The Wilde, the candidates agree that the Company can hold their personal details and a photograph to use in connection with administration of their membership and to verify their identity upon arrival at the club; this information will be used in accordance with the Privacy Policy which can be found on its website. If their contact or payment details change, they should advise via email to: membership.milan@thewilde.com

3. USE OF PREMISES AND SERVICES

3.1 Members have the right to use the facilities and Premises on the days and at the opening times set by the Company.

3.2 The right to use and attend the catering and bar areas of the Premises is subject to their availability in relation to existing bookings.

3.3 Members and/or their guests are responsible for all property brought in the Club that does not constitute an obstruction to the enjoyment of the services of the bar/restaurants. The Company is not responsible for any loss or damage to said property. For property that constitutes an obstruction to the enjoyment of the services of bar/restaurant (such as larger bags, rucksacks, coats etc), these must be placed in the guarded cloakroom arranged by the Company without the Company assuming any responsibility for any items left inside it.

3.4 A table at the Club's restaurants is guaranteed only upon reservation, which is always recommended to reduce any waiting times and to ensure available seats. Tables in the garden or on the terrace are available on a first come, first served basis and may not be booked.

3.5 Members are able to host private events at the Club only by written agreement with the relevant staff, and under the terms and conditions agreed from time to time. In respect of privacy, Members and their guests are requested not to disclose or share material or information in relation to such events on any public or private media, unless previously agreed in writing by the Membership Director.

4. GUEST POLICY

4.1 Club Members are allowed to bring within the Club up to three (3) guests to the Premises of the Club at any one time for drinks. If Members need to bring more than three (3) people, they are required to contact the Reservation team to check availability and book in advance. For dining, it is possible to bring the number of guests equal to the availability of seats.

4.2 Members are required to be present within the Club at the same time as their guests and such guests may not remain within the club in their absence.

4.3 When a Member arrives, he/she must inform the reception team of the name(s) of each person in the group, if not already provided via the app. This can also be done directly at the Premises or prior to arrival by sending an email to reception.milan@thewilde.com. Guests who arrive before the host Member will be asked to wait in the reception.

4.4 The Company reserves the right to decline the admission of any guest, at its discretion.

4.5 Members are required to inform their guests in advance of these Regulations and are personally responsible for the conduct and expenses of their guests, and in general for any

damage or non-compliance caused by their guests to the Club, other Members, guests or third parties.

4.6 Children are welcome only on Saturdays and Sundays between 9am and 8pm. After 8pm, only persons eighteen (18) years of age or older may be admitted. Children remain the responsibility of the accompanying member and may not be left unattended in the club at any time.

5. CODE AND RULES OF CONDUCT

5.1 Members and their guests must at all times behave in a courteous and respectful manner and refrain from any activity that may cause embarrassment or offence to all persons present at the Club, including, without limitation, The Wilde staff, management and other Members and their guests. Drunkenness, profanity, drug use, or other misbehavior are not allowed.

5.2 The Wilde reserves the right to refuse admission and/or to expel any Member or guest who is intoxicated or in an obviously impaired state, or who exhibit the behavior outlined in 5.1 above.

5.3 The Wilde has a strict privacy policy. Photographs and video recordings are prohibited in the Premises other than in the private dining rooms, as well as their sharing with third parties, online or on social media. This is to ensure the greatest possible privacy and discretion for our Members and their guests.

5.4 Both Members and their guests are required to keep the phone in silent mode and maintain an appropriate tone of voice. Video calls are permitted only with earphones and a quiet tone of voice, or in a private dining room. Telephone calls can be taken in the vestibules. After 6:00pm laptops or other electronic work devices must be put away.

5.5 Members and their guests must not make any mention or comment in the media, including social media, to the press or any other communication agency about any of the activities that take place in the establishment or otherwise about other Members and their guests.

5.6 No Member, guest or visitor may use the name, address, logo or any other intellectual property of the Company in any advertisement, marketing material, invitation, prospectus, letterhead or document for commercial or personal purposes except with the prior written approval of the Company.

5.7 The address of the Premises may not be used by Members to receive any form of personal correspondence, parcels/packages and may not be used as a personal residence or official place of business.

5.8 The Company may designate certain areas of the club (specifically equipped pursuant to the current legislation) as smoking areas from time to time and reserves the right to prohibit smoking in any area at its absolute discretion.

5.9 Only cigars are allowed to be smoked in the Cigar Room (no cigarettes, e-cigarettes, vapes, or pipes). No other smoking is allowed inside the building. Cigarettes and e-cigarettes can only be smoked outside in the garden or on the rooftop and terraces.

5.10 Members and their guests must not disparage the reputation of the Club or its Members and must never do anything that jeopardizes the activities of the Club.

5.11 All Members, guests and visitors before leaving the Club, must pay in full all expenses incurred in connection with food, drink or any other services enjoyed for which payment is due. Members are responsible for full and timely payment for goods and services consumed/enjoyed by their guests.

5.12 Each cultural event will be subject to separate terms and conditions (e.g. cancellation policy, maximum number of tickets available) which will be made available to Members at the time of booking.

5.13 During the day up until 6pm, small dogs are allowed in the garden or in the Club Room. They may not sit on the furniture. The only pets allowed on the Premises at other times are guide dogs or authorised support animals.

5.14 It is at the discretion of the Company to assess and decide whether any of the Club rules has been violated, therefore the Company reserves the right to send reminders and/or warnings or adopt the measures and sanctions provided for by these Rules.

6. DRESS CODE

6.1 The environment inside the Premises is characterized by elegance and therefore all Members and their Guests are required to comply with the Club Dress Code detailed below and available on the Club's website. In case of special events, a specific dress code may be required. If Members and their Guests do not comply with the Club Dress Code or any dress code required for specific events, they may not be allowed to enter the Club at the discretion of our team.

- No flip flops, ripped denim, or gym wear.
- No shorts for men.
- In AVA, men are required to wear a jacket and women are asked to dress elegantly
- Elevated leisure attire is allowed until 6 pm on Saturdays and Sundays.
- Hats and caps are allowed in certain areas, but not indoors or in formal settings.
- For our special events, we might ask you to dress accordingly which could include costumes, specific colors or other specific styles of dress.

7. EXCLUSION PROCEDURES

7.1 The Company may expel from the Club (or suspend from Membership for a specified period) any Member whose behaviour is in breach of these Rules.

7.2 Prior to expulsion or suspension, the conduct of the alleged offender must be ascertained, and the person concerned is required to send the Company a written account of the facts and to justify his or her conduct. If the Company finds that the Member is guilty of such conduct without justification, it may expel or suspend the Member at its discretion.

7.3 The expelled Member loses all Membership privileges without the right to a refund of the subscription fee and joining fee.

8. VARIOUS

8.1 Members and Guests are not allowed to bring food, drinks, and cigars into the Premises unless they are in possession of a specific medical prescription.

8.2 Out of respect for the residents in the vicinity of the Premises, Members and their Guests are required to arrive and leave the premises, and use its outdoor spaces, quietly at all times.

8.3 The activity organized both indoors and outdoors on club premises will always be carried out in compliance with the maximum noise limits provided for by current legislation to protect the tranquility and rest of residents.

8.4 Any kind of gambling is not allowed on the premises of the Club.

8.5 The Company reserves the right to temporarily restrict access to some or all of The Wilde's premises or services for maintenance purposes, private events and/or where otherwise necessary without obligation to compensate Members.

8.6 To ensure safety in The Wilde, a CCTV (Closed Circuit Television) is used.

9. CORRESPONDENCE

9.1 All correspondence regarding the provisions of these Regulations, must be addressed to the Membership Team using the email Membership.milan@thewilde.com.

10. PERSONNEL

10.1 No Member or Guest shall solicit, induce, or incentivise a member of staff of The Wilde to leave their workplace.

10.2 Neither Member nor Guests are permitted to solicit or employ employees of the Club for personal reasons.

11. RECIPROCAL AGREEMENTS

11.1 The Company may negotiate reciprocal agreements with other clubs on such terms as it deems appropriate to enable Members of The Wilde to make use of the facilities of such clubs in exchange for making its services available to Members of such clubs.

12. JURISDICTION

12.1 For any dispute that may arise from the contract signed by the Member, the exclusive jurisdiction will be that of Milan.