

Covalent Spirits Inner Shell (Founders Club)

Terms and Conditions

Welcome to the Covalent Spirits Inner Shell! Thank you for supporting us and believing in our vision. We are excited to craft this unique experience. Please read and accept the following terms and conditions.

1. **Overview**

1.1. Definitions

- "Membership" or "Member" – One part or entity of the Inner Shell Founders Club.
- "Membership benefits" – Products (e.g., merchandise, bottles, etc.), experiences, and discounts to be provided by Covalent Spirits LLC, depending on the membership level purchased.
- "Participant(s)" – Individual(s) who purchased an Inner Shell Founders Club membership for themselves or to share as a group.
- "Primary Participant" – Main point of contact for the membership who will coordinate the benefits within its participant group, if applicable.

1.2. The Inner Shell has three (3) levels, each with a limited number of memberships:

- Level 1 (Owners Orbital) – 5 memberships (\$10,000 each)
- Level 2 – 10 memberships (\$5,000 each)
- Level 3 – 20 memberships (\$2,500 each)

1.3. Memberships are intended for individual use. A shared membership is only permitted with approval from Covalent Spirits LLC.

1.4. If the membership is shared, the primary participant will coordinate all communications and benefits distribution for the group. Covalent Spirits is not responsible for managing the participants within a membership.

2. **Eligibility**

- 2.1. All Inner Shell Founders Club participants are at least 21 years of age.
- 2.2. Memberships are not transferrable or refundable.
- 2.3. No additional participants can be added to a membership.
- 2.4. All applicable federal, state, and local laws apply in the provisioning of membership benefits.
- 2.5. Members must abide by Covalent Spirits LLC's policies, in addition to federal, state, and local laws.

3. **Benefits**

- 3.1. A description of the membership benefits and their parameters is documented separately in Attachment A. Note: some benefits have been tailored for specific memberships.
- 3.2. If the membership is shared, it is the responsibility of the primary participant to determine how the group will allocate the benefits.
- 3.3. The Inner Shell is designed to be a long-term membership. The benefits will be provisioned over time, and some benefits may not be available for at least 2 years.
- 3.4. Benefits will be delivered at Covalent Spirits, LLC in Westminster, Maryland, unless otherwise agreed upon.
- 3.5. Primary participant must be present to claim the benefit or notify an authorized officer of Covalent Spirits LLC that another participant in the membership is claiming the benefit.
- 3.6. Membership benefits cannot be transferred or resold.
- 3.7. Covalent Spirits LLC may change the terms and conditions or any aspect of the Inner Shell Founders Club membership at any time. Your continued membership constitutes your acceptance of the changes.

4. **Termination**

- 4.1. The primary participant may terminate the membership at any time by informing an authorized officer of Covalent Spirits LLC in writing.
- 4.2. No refunds or reimbursements are given if a membership is terminated.
- 4.3. Termination of a membership ends the benefits for all participants in that group immediately.
- 4.4. If a participant chooses to no longer be a part of the Inner Shell, the primary participant shall notify Covalent Spirits LLC in writing. The remaining participants of the membership will maintain that membership. No replacement participant can be added.
- 4.5. Covalent Spirits LLC reserves the right to terminate a membership for fraud, misrepresentation, poor representation of Covalent Spirits, not abiding by laws and policies, or being a jerk.
- 4.6. Membership can be revoked without notice for any reason at any time due to violating terms and conditions, displaying inappropriate or illegal behavior, misrepresenting Covalent Spirits, or acting like a jerk.