

WELL FOR RESIDENTIAL AGREEMENT

BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE FULLY AWARE OF AND AGREE TO ALL OF THE FOLLOWING TERMS, CONDITIONS AND PROVISIONS AND YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT.

This WELL for residential agreement (this “Agreement”) is entered into by You (as defined below) and International WELL Building Institute PBC, and constitutes a binding agreement between You, on the one hand, and International WELL Building Institute PBC, on the other hand. As used herein, the terms “You”, “Your”, “Yourself” and “Owner” refer to the individual(s) or entity(ies) that is accepting this Agreement to participate in the WELL for residential program and that holds all legal right to possess and control, in each case with respect to the real and personal property associated with Your Project (defined below). As used herein, the term “IWBI” refers to International WELL Building Institute PBC, a Delaware public benefit corporation, and its subsidiaries. You or IWBI may individually be referred to as a “Party” or collectively as the “Parties.”

OVERVIEW. The WELL for residential program is an evidence-based, third-party verified framework for developers, builders, operators, architects and designers to create healthier, more resilient homes (the “Program”). Program development included consideration of input from members of the WELL for residential Advisory (formerly the WELL Homes Advisory), including global leaders in residential and development, architecture and design, public health and building science, government and academics, and many other real estate professionals. Informed by the WELL Building Standard, the Program includes over 100 strategies that are applicable for new and existing single-family homes and units in multifamily buildings. The Program may be applied to single family homes and multifamily dwelling units that are permanent and stationary; have dependable access to electricity; and offer living facilities for one or more people with permanent provisions for sleeping, cooking and sanitation (collectively, “Eligible Space Types” as further outlined in the Program introduction). The Program consists of the process of applying for the WELL Residence™ designation for one or more Eligible Space Types (collectively, Your “Project”). Applications are reviewed by third party document reviewers to maintain the rigor of a third party verified designation. Further information and instructions related to the Program may be provided to you by IWBI and are incorporated herein by reference.

1. APPLICATION. Upon the Effective Date (defined below), You will gain access to the Program resources such as program requirements, point structure, verification and submittal requirements and checklist, and You will be granted access to dedicated IWBI staff to answer Your questions during the process. Following the Effective Date (defined below), You will submit application materials to IWBI to demonstrate compliance with the Program requirements (the “Application”). The Application is designed to elicit information necessary to determine if Your Project complies with the requirements of the Program, which is published and available for review online and upon request. You will follow a submission and review process to pursue the WELL Residence designation. Reviews will be conducted based on enrollment type as further outlined in the Program introduction. Documentation included in Your Application must be in English or be accompanied by an accurate English translation.

2. THIRD-PARTY REVIEW

2.1. Following receipt of the Application, the individual(s) assigned to review Your submissions (the “WELL Reviewer(s)”) will initiate its review, which includes review of the Application and all accompanying documentation You submit therewith, and administration of Your Project to determine if it is eligible for the WELL Residence designation. During such review, You may be asked to provide additional documentation and information deemed relevant. IWBI and the WELL Reviewer(s) will strive to meet any review timelines communicated to you and/or otherwise agreed upon (a “Review Timeline”). Many factors including complexity and volume of submissions may impact the Review Timeline and while the failure to meet any Review Timeline will not be considered a breach of this Agreement by IWBI, You will be accorded additional time to respond commensurate with any delay caused by IWBI’s or the WELL Reviewer’s failure to meet a Review Timeline. Please note that single enrollment pricing includes up to two cycles of review within Your Term and subscription pricing includes up to two cycles of review per subscription year. For the avoidance of doubt, completion of a review cycle depends on Your timely submission of documentation to complete your application, and a review cycle may be completed and covered by Your enrollment type so long as You submit documentation for preliminary reviews within Your Term.

2.2. You recognize and acknowledge that receipt of the WELL Residence designation, while comprised of specific policies and standards, also requires discretion and judgment. The decision whether to grant or deny the WELL

Residence designation to Your Project will be made in the sole discretion of the WELL Reviewer based on the sufficiency of the submitted Project Information (defined below), circumstances of Your Project, and any other information deemed relevant to meeting the WELL Residence requirements.

3. OPTIONAL AND SUPPORT SERVICES. In the event You elect to use optional services including without limitation, the review of and/or response to requests for alternative adherence paths and/or innovation features, precertification, additional review cycles, on site testing, the review and approval of curative action plans, the undertaking of appeals, request for extension, purchase of physical seals and other services related to the pursuit of the WELL Residence designation (collectively, "Optional Services"). You acknowledge and agree that the performance of all Optional Services by IWBI shall be governed by the terms of this Agreement, including without limitation, all provisions herein related to indemnification and limitations of liability.

4. FEES. Unless agreed otherwise by the Parties, on the date that You activate Your participation in the Program, IWBI will initiate an invoice, and You will pay IWBI, the fees as set forth in a fee estimate provided by IWBI or as otherwise agreed upon by the Parties (the "**Fee**"). Participation is activated upon payment of an invoice or upon selection of an earlier activation date via the Platform so long as invoices are paid within thirty (30) days of activation. Unless agreed otherwise by the Parties, the Fee is based upon the type of enrollment: single enrollment or subscription. For subscription pricing, upon the Renewal Term (defined below), IWBI will invoice You, and You will pay IWBI, the applicable fee (the "**Renewal Fee**"). IWBI also will invoice You, and You will pay IWBI, fees for any Optional Services provided by IWBI, such as additional review cycles ("**Additional Fees**") as they are incurred. For clarity, on site testing, which is optional and not required to achieve a WELL Residence designation, is subject to a separate fee and is not included in the Fees. The Fee, the Renewal Fee and any Additional Fees (collectively, the "**Fees**") must be paid to IWBI within thirty (30) calendar days of the date of the applicable invoice. You hereby acknowledge that services will not commence until payment of Fees is received by IWBI, and IWBI may suspend any services pending receipt of payment. The Fees are exclusive of any and all sales tax, value added tax, or any other relevant assessment, tax, duty or withholding that may be required under any applicable laws. Any and all such tax, assessment, duty or withholding shall be Your sole responsibility (other than taxes on IWBI's income). All Fees are calculated on the dates on which they are incurred. The Renewal Fee may be increased each annual cycle. You will be notified of any increase in the Renewal Fee prior to expiration of the then current annual cycle. All Fees are nonrefundable.

5. PROJECT INFORMATION; PERMITTED USES; CONFIDENTIALITY. Protection of Your information is important to IWBI. IWBI neither requires nor wishes to collect personally identifiable information. Accordingly, You should not submit personally identifiable information other than necessary business contact information of Project team members and should remove any inadvertent submission of personally identifiable information. By submitting Project Information to IWBI, You hereby consent to its transfer to and storage within the United States.

5.1. License to Use for Purpose of Assessment. In order to complete the Application process, You must submit documentation and information related to Your Project, including information related to the features pursued (collectively, "Project Information") to IWBI and the WELL Reviewer in order to complete third party verification and review of Your Application. You hereby grant IWBI, and its affiliates, agents, representatives and contractors (including the WELL Reviewer), a non-exclusive, royalty-free and fully paid-up license to access, view, reproduce and otherwise use Project Information that You submit for the purposes of assessing Your Project.

5.2. "Public" Projects. Unless You affirmatively select the option for Your Project to be "private" (see Section 5.3 below), Your Project is, by default, considered a "public" project (a "Public Project") and, as such, may be included among any public lists of WELL for residential projects in informational and promotional materials containing the following details: Project name, Project location, space type, enrollment date, Project owner, owner organization type or sector, Project size and the date of achievement of the WELL Residence designation (collectively, "Public Project Information"). IWBI shall not distribute or publish any submitted policies, protocols or plans pertaining to Your Project ("Confidential Project Information") without Your written permission except to IWBI's employees, agents, representatives and subcontractors for the purpose of assessing Your Project. Notwithstanding the foregoing, if You are interested at any time in submitting any of the foregoing Project Information for purposes of creating promotional or educational material, such as any enhanced project profile materials, or participating in research, please contact IWBI.

5.3. "Private" Projects. You may opt-out of inclusion in public listings for Your Project and publicity opportunities by electing for Your Project to be a "private project" at the time of enrollment. By electing to remain "private" (a "Private Project"), Your Project's name, address and identity of the owner will not appear within any public listings of identifiable

projects. However, certain other anonymized, non-Project identifying information may be disclosed, including, but not limited to, general Project location, Project size and, achievement of the WELL Residence designation, as applicable (the “Private Project Information”). If Your Project is a Private Project and achieves the WELL Residence, it will automatically be transitioned to a Public Project upon issuance of the WELL Residence designation. *Nota bene*: For so long as Your Project maintains its election as a Private Project, You may not market or represent Your Project to the general public as having applied for the WELL Residence designation, and no intellectual property including the Marks (defined below) may be utilized or displayed in relation to Your Project. You may change the privacy setting for Your Project to “Public” at any time before acceptance of the WELL Residence designation by contacting IWBI. Notwithstanding the foregoing, if it is determined in IWBI’s reasonable discretion that despite Your election to treat Your Project as a Private Project, Your Project has been/is being marketed to the public as having applied for the WELL Residence designation, it will be deemed implied consent given by You IWBI to consider Your Project as a Public Project.

5.4. Aggregated, Non-Identifying Information. IWBI requires use of information for purposes of continuing development and enhancing its offerings. Accordingly, You agree that IWBI and its affiliates may access, publish, reproduce, display and use Project Information, in addition to any Program usage information in an aggregated, non-identifying form (the “Aggregated Project Information”), to, inter alia, educate and provide resources for WELL project teams and others, showcase project strategies and promote the WELL Residence and IWBI’s other programs and services on a global scale, and to further develop, upgrade or improve the WELL for residential program and IWBI’s other programs and services and other lawful purposes.

5.5. Feedback. As a WELL for residential program participant, You are expected to participate in regular meetings with IWBI staff to enable IWBI to collect important feedback on the Program, including with respect to feature requirements, verification, submittal requirements, user experience and other Program elements. You therefore agree to provide feedback to IWBI regarding the Program including its requirements and implementation of those requirements. To the extent You provide IWBI with any suggestions, ideas, improvements, enhancements, comments, error notices and/or recommendations regarding the WELL programs (“Feedback”), You hereby grant to IWBI a non-exclusive, worldwide, perpetual, royalty-free license to use, reproduce, modify, distribute, make, have made, sell, offer to sell, and publicly display any such Feedback provided or otherwise created in connection with or resulting from the Program or any IWBI offering, and all intellectual property embodied therein, for any purpose, including but not limited to improving, updating or enhancing IWBI offerings, initiatives and programs.

5.6. Confidentiality. Confidential Project Information, nonpublic information that may be provided to You by IWBI regarding its offerings or potential offerings, and other information labeled or identified in writing by a Party to this Agreement to be “confidential” constitutes “Confidential Information.” Confidential Information shall not include information that (a) is or becomes generally available to the public (including but not limited to information on any of IWBI’s public directories so long as such information was not made public in violation of this Agreement); (b) is lawfully received by the receiving Party on a non-confidential basis from a third party; (c) was independently developed by the receiving Party; or (d) was in the receiving Party’s possession on a non-confidential basis before receipt from the disclosing Party. The receiving Party will use the same degree of care that it uses to protect the confidentiality of its own proprietary information of like kind (but not less than reasonable care) to (i) not use any of Confidential Project for any purpose outside the scope of the Agreement without the disclosing Party’s consent and (ii) limit access to Confidential Information to those of the receiving Party’s affiliates’, employees, agents, representatives and contractors who need that access for purposes consistent with this Agreement and who are contractually bound by confidentiality obligations with the receiving Party containing protections not materially less protective of the Confidential Information than those herein. Following written request, the receiving Party will return or destroy Confidential Information in the receiving Party’s possession or control. Notwithstanding the foregoing, the receiving Party may retain copies of Confidential Information (x) to the extent required by applicable law or the receiving Party’s document retention policies, or (y) that are stored on the receiving Party’s information technology backup and disaster recovery systems until the ordinary course deletion thereof, subject to continued compliance with the obligations of this Section with respect to such Confidential Information to the extent and for so long as it is retained.

5.7. Disclosure When Legally Compelled. Nothing in this Agreement shall prevent the receiving Party or any of its affiliates from disclosing information, including where legally compelled to do so by duty, order or applicable law. Unless prohibited by law, prompt notice of any compelled disclosure will be provided to disclosing party to facilitate an opportunity to limit or prevent such disclosure at disclosing Party’s sole expense.

5.8. Classified Information. IWBI does not wish to receive classified information. Any information or materials submitted to IWBI will be deemed to be not classified. By submitting information to IWBI, You represent that such information submitted in connection with the Application is not controlled for export under applicable laws.

6. TRADEMARK USE.

6.1 IWBI owns certain rights, title and interest in and to several trademarks, service marks, certification marks, logos, trade dress, and other graphic images, including, but not limited to WELL Certified™, the WELL Certified™ logo, WELL Precertified™, WELL Performance Rated™, WELL Health-Safety Rated™, WELL Equity Rated™, and WELL Residence™ (collectively, the “Marks”) and, in the event You receive the WELL Residence designation for Your Project, You will be granted the limited right to use the applicable WELL Residence Mark as set forth herein. You acknowledge and agree that the Marks constitute valuable intellectual property of IWBI and that any unauthorized use by You of these Marks constitutes both intellectual property infringement and a breach of this Agreement. You acknowledge that IWBI is the owner of certain right, title and interest in and to each of the Marks in various jurisdictions pursuant to applicable statutes, common law or otherwise, regardless of whether each Mark has been applied for or registered in each jurisdiction. All rights not expressly granted herein are reserved by IWBI, and no license is granted hereunder for the use of the Marks for any purpose beyond the uses set forth in this Section. You shall not make any claim of, or seek any right to, title or ownership in and to any of the Marks, nor shall You submit any trademark or other intellectual property application anywhere in the world covering, in whole or in part, any of the Marks or any terms, designs or logos confusingly similar to any of the Marks. You agree not to contest the validity of any of the Marks and not to voluntarily become a party to any litigation in which others contest the validity of any of the Marks. You agree and acknowledge that all rights, goodwill and other benefits accruing to You by Your use of the image or the Marks will inure to the benefit of IWBI.

6.2 After You have activated Your participation in the Program, while Your Project application is under review, IWBI grants You the limited right to indicate that You have applied for WELL Residence designation for Your Project and are participating in the WELL for residential program; provided however, that You are prohibited from using the Marks in any manner that violates the intellectual property rights of any third party, is misleading, or that indicates or implies (as determined by IWBI in its sole and absolute discretion) that Your Project has achieved, or will achieve, the WELL Residence designation. You are prohibited from using the applicable WELL Residence mark or logo in any manner prior to receipt of an award from IWBI. In the event that Your Project is awarded the WELL Residence designation, then, subject to the terms and conditions of this Agreement, IWBI grants You a non-exclusive, non-sublicenseable, non-transferable, revocable (in the discretion of IWBI), royalty-free, limited license to use the applicable Mark for the purpose of indicating the WELL Residence designation granted for Your Project. For the avoidance of doubt, the license granted herein shall automatically expire, with notice, upon any termination or revocation of Your Project’s WELL Residence designation.

6.3 The WELL Residence designation and its associated year may be communicated accurately after it is achieved, including after the Term; however, You have the option to resubmit the applicable dwelling unit to update to a more current year of receipt and/or to aim to increase the amount of points earned. You agree to use the Marks in accordance with all applicable laws, rules and regulations, and You will comply at all times with the IWBI Brand and Style Guidelines and PR Guides as published by IWBI and as may be updated from time to time at [this link](#) (collectively referred to as the “WELL Branding Guidelines”), and any other related requirements associated with the use of the Marks as provided by IWBI in writing to You. You represent and warrant that You have fully reviewed the WELL Branding Guidelines and agree to check for updates often.

6.4 Notwithstanding the foregoing, to the extent any of the Marks are abandoned, canceled or otherwise determined or claimed to be invalid or becomes the subject of any challenge, IWBI reserves the right to alter the Marks or the scope of the license granted herein. Any such updates will be communicated to You by updating the WELL Branding Guidelines or otherwise in writing, and You will be responsible for complying with the WELL Branding Guidelines as they may be updated from time to time. For the avoidance of doubt, in the event that any of the Marks are abandoned, canceled or otherwise determined or claimed to be invalid, You shall not be entitled to any damages including any refund of Fees paid.

6.5 Publicity; Your Marks. It is acknowledged that You own certain rights, title and interest in and to certain

trademarks, service marks, logos, trade dress, and other graphic images (collectively, “Your Marks”) and it is acknowledged and agreed that Your Marks constitute valuable intellectual property held by You and protected by law. In order to be included among any public listings of projects pursuing the WELL Residence designation and have Your logo included in other promotional, educational and similar materials, please provide such logo or other information to IWBI. You hereby consent to its use in promotional, educational and similar materials related to the Program, and hereby grant IWBI a non-exclusive, non-sublicensable, non-transferable, revocable, royalty free, limited license to use Your Marks where IWBI lists users of its offerings and other purposes agreed upon by You and in accordance with any written instructions or guidance You provide. IWBI agrees and acknowledges that all rights, goodwill and other benefits accruing to IWBI by IWBI’s use of Your images or Your Marks will inure to the benefit of You. Each Party to this Agreement agrees that it shall not furnish any company logo, trademark (except tradename to identify Your Project) or proprietary indicia of the other or any of its affiliates in any press release, testimonial, quotations, case study, or endorsement without the other Party’s prior written consent, which consent shall not be unreasonably withheld.

6.6 Each of the Parties acknowledges that each of the Party’s Marks and the goodwill associated therewith possess special, unique and extraordinary characteristics, which make difficult the assessment of monetary damages that the owner of the Mark would sustain as a result of the licensed Party’s unauthorized use of the licensor’s Marks. Each Party recognizes that the owner of the licensed Mark would suffer irreparable injury by such unauthorized use and agree that the owner of the Mark may seek injunctive and other equitable relief as appropriate in the event of a breach of any of the terms of this Section 6. Such remedy shall not be exclusive of any other remedies available at law, in equity or under this Agreement.

7 **TERM AND TERMINATION.** This Agreement shall commence on the date You activate Your enrollment (the “Effective Date”) and unless agreed otherwise by the Parties shall continue for (i) with respect to single enrollments, three (3) years or (ii) with respect to subscription enrollments, twelve (12) months, subject to automatic renewal for subsequent twelve (12) month periods unless You provide IWBI with at least sixty (60) days prior written notice). The initial three (3) year or twelve (12) month period, as applicable to the type of enrollment, is referred to as the “Initial Term”). For single enrollments, the Initial Term may be extended upon mutual agreement and subject to additional Fees. If applicable, the subsequent term or terms following the Initial Term is referred to as the “Renewal Term” and collectively and together with the Initial Term, referred to as the “Term”) subject, in all cases, to earlier termination in accordance with this Section.

7.1 Either Party may terminate this Agreement upon written notice (email is sufficient) if the other Party breaches any of its obligations hereunder (including payment obligations) and fails to cure such breach within five (5) days of written notice thereof, or if performance hereunder or use of the Licensed Mark will cause a violation of applicable laws, rules or regulations, as determined by such Party’s legal counsel. Further, IWBI may terminate this Agreement upon written notice (email is sufficient) if Organization misuses the Licensed Mark or misrepresents an alignment with IWBI or WELL and fails to cure such misuse or misrepresentation within five (5) days of written notice thereof.

7.2 Upon termination of this Agreement pursuant to Section 7,

7.2.1 Your access to the Application for the associated Project will be revoked by IWBI, and IWBI may, in its sole discretion or upon Your written request, delete or destroy the Application and any and all documentation and data therein.

7.2.2 Other than termination for cause as set forth below or revocation of a license, You may continue to refer to the WELL Residence designation and year of achievement in connection with Your applicable units and in accordance with IWBI Trademark Guidelines.

7.2.3 All Fees owed by You as of the effective date of such termination must be paid in full within thirty (30) days of the effective date of such termination. There shall be no refund of any Fees paid under this Agreement.

7.2.4 Upon termination of this Agreement for cause, You acknowledge that IWBI may revoke the WELL Residence designation for Your Project in addition to any other remedies it may have under this Agreement, at law or in equity, and You shall immediately remove the WELL Residence designation from Your Project and all of Your rights to use the Marks pursuant to the license granted under this Agreement will terminate and You must immediately discontinue all use and display of the Marks.

7.2.5 It is expressly understood and agreed that the parties’ respective obligations under this Agreement in Articles 4, 5.1, 5.4 – 5.5, 5.7-5.8, 6.1, 6.3-6.6 and 9-21 shall survive any termination of this Agreement.

8 REPRESENTATIONS AND WARRANTIES.

8.1 Each Party hereby represents and warrants that it (a) has the power and authority and the legal right to enter into this Agreement and to grant the rights and perform the obligations set forth herein, and (b) has taken all necessary action required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

8.2 You represent and warrant that You have the right to provide Project Information by You or on Your behalf, to grant the licenses to IWBI and their respective subcontractors and affiliates as purported to be granted pursuant to this Agreement and to otherwise grant the rights granted under this Agreement. You represent and warrant that Project Information, as well as any information contained in the Application or any other documents You submit to IWBI, is and will be true, correct and complete, and accurate in all respects, and does not and will not infringe or misappropriate the intellectual property rights of any third party.

9 **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless IWBI and its affiliates, and its and their officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, the “IWBI Indemnitees”), from and against all claims, actions or suits brought or asserted by a third party (collectively, “Claims”) and associated losses, costs, liabilities, judgments, damages and expenses, including reasonable attorneys’ fees, court costs, litigation expenses and related expenses (collectively, “Losses”) arising out of or relating to: (a) Your breach of any of the representations, warranties or obligations set forth herein; (b) Your unauthorized use of the Marks, unauthorized public statements regarding and/or reliance upon the WELL Residence designation, or any unauthorized statements regarding any affiliation with any IWBI Indemnitees, except, in the case of clause (a) or (b), to the extent such Claim was directly caused by the gross negligence or willful misconduct of IWBI or any of its respective subcontractors or affiliates. To the extent You are required to indemnify any of the IWBI Indemnitees, You shall not enter into any settlement without obtaining IWBI’s prior written consent, which shall not be unreasonably withheld. Without limitation of the foregoing, any or all of the IWBI Indemnitees may elect to participate in any Claim in its discretion and at its own expense.

10 DISCLAIMER OF WARRANTIES.

10.1 NEITHER IWBI NOR ANY OF ITS AFFILIATES MAKES ANY (AND IWBI AND ITS AFFILIATES HEREBY DISCLAIM, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, TITLE, AGAINST INFRINGEMENT OR MISAPPROPRIATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WELL RESIDENCE, THE GUIDEBOOK, THE WELL RESIDENCE DESIGNATION, ANY OPTIONAL SERVICES, OR ANY PROCESS OR COMPONENT THEREOF. IWBI AND ITS AFFILIATES EXPLICITLY DISCLAIM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF THE WELL RESIDENCE, THE PROGRAM, THE GUIDEBOOK OR THE APPLICATION FOR ANY PURPOSE OTHER THAN FOR THE PURSUIT OF THE WELL RESIDENCE DESIGNATION.

10.2 ALL DETERMINATIONS RELATED TO THE WELL FOR RESIDENTIAL PROGRAM AND THE WELL RESIDENCE DESIGNATION ARE IN THE SOLE AND ABSOLUTE DISCRETION OF THE WELL REVIEWER AND IWBI AND IN NO EVENT SHALL ANY IWBI INDEMNITEE HAVE ANY LIABILITY AS A RESULT OF ANY DECISION TO GRANT OR NOT TO GRANT THE WELL RESIDENCE DESIGNATION TO YOUR PROJECT (OR ANY PORTION OF YOUR PROJECT) FOR ANY REASON.

10.3 WITHOUT LIMITING THE BROAD SCOPE OF THIS SECTION 10, YOU AGREE AND ACKNOWLEDGE THAT:

10.3.1 A GRANT OF THE WELL RESIDENCE DESIGNATION IS NOT A REPRESENTATION THAT OR GUARANTEE OF, AND DOES NOT MEAN THAT YOUR PROJECT (OR ANY INDIVIDUAL BUILDING, DWELLING UNIT, FACILITY OR SPACE COMPRISING YOUR PROJECT) IS STRUCTURALLY SOUND OR SAFE, CONSTRUCTED IN ACCORDANCE WITH APPLICABLE LAWS, REGULATIONS OR CODES, FREE OF MOLD OR MILDEW, OR FREE OF ILLNESS, INJURY, AIR CONTAMINANTS, BACTERIA, VIRUSES, PATHOGENS,

INCLUDING COVID-19, VOLATILE ORGANIC COMPOUNDS, ALLERGENS, OR TOXINS, OR THAT IT USES ONLY MATERIALS THAT PROMOTE HEALTH AND WELLNESS. YOU AGREE NOT TO MAKE ANY REPRESENTATION TO THE CONTRARY.

- 10.3.2** WHILE IWBI'S SERVICES AND THE WELL FOR RESIDENTIAL PROGRAM ARE INTENDED TO EDUCATE AND ASSIST PROJECT OWNERS IN THEIR EFFORTS TO OFFER HEALTHIER INDOOR SPACES, AN INDIVIDUAL'S HEALTH AND WELL-BEING ARE DETERMINED BY A NUMBER OF FACTORS PARTICULAR TO THAT INDIVIDUAL, OTHER THAN THAT INDIVIDUAL'S CURRENT ENVIRONMENT. THESE FACTORS INCLUDE BUT ARE NOT LIMITED TO, PERSONAL CURRENT AND PAST CONDUCT, GENETICS, FAMILY HISTORY, AND PSYCHOLOGICAL FACTORS. IWBI MAKES NO REPRESENTATIONS OR WARRANTIES THAT (A) THE AWARD OF THE WELL RESIDENCE DESIGNATION OR THE USE OF THE WELL FOR RESIDENTIAL PROGRAM OR RELATED RESOURCES OR SERVICES OR IMPLEMENTATION OF ANY OF THE RECOMMENDED SOLUTIONS, STRATEGIES OR APPROACHES WILL CURE OR PREVENT ANY ILLNESSES OR DISEASES, IMPROVE THE OVERALL HEALTH OR WELL-BEING OF ANY SPECIFIC INDIVIDUAL(S), OR CAUSE A BUILDING, FACILITY OR SPACE TO BE FREE FROM ILLNESS, INJURY, AIR CONTAMINANTS, BACTERIA, VIRUSES, ALLERGENS, VOLATILE ORGANIC COMPOUNDS, OR OTHER PATHOGENS, INCLUDING COVID-19, OR THAT (B) THE WELL RESIDENCE OR ANY RELATED RESOURCES OR SERVICES OR ANY OF THE RECOMMENDED SOLUTIONS, STRATEGIES OR APPROACHES ARE EXHAUSTIVE OF ALL AVAILABLE ALTERNATIVES. NOTHING THEREIN SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL, LEGAL OR PROFESSIONAL ADVICE, DIAGNOSIS OR TREATMENT. IWBI'S SERVICES AND THE WELL FOR RESIDENTIAL PROGRAM DO NOT CONSTITUTE THE PRACTICE OF MEDICINE OR THE PROVISION OF ANY PROFESSIONAL HEALTHCARE SERVICES, DIAGNOSIS OR TREATMENT.
- 10.3.3** IWBI MAKES NO GUARANTEE THAT THE WELL RESIDENCE DESIGNATION OR USING THE SERVICES OR IMPLEMENTING ANY OF THE RECOMMENDED SOLUTIONS, STRATEGIES OR APPROACHES WILL SATISFY YOUR OBLIGATION TO COMPLY WITH APPLICABLE LAWS, REGULATIONS, DIRECTIVES, CODES AND STANDARDS.
- 10.3.4** THE GRANT OF THE WELL RESIDENCE DESIGNATION DOES NOT IN ANY WAY GUARANTEE, CERTIFY, WARRANT OR IMPLY THAT YOUR PROJECT WILL MAKE OCCUPANTS OR RESIDENTS HEALTHY OR HEALTHIER, NOR IS IT A GUARANTEE OF COST SAVINGS; AND
- 10.3.5** ANY GRANT OF THE WELL RESIDENCE OR OTHER DESIGNATION DOES NOT MEAN THAT IWBI ENDORSES, VERIFIES OR AGREES WITH ANY PROJECT INFORMATION THAT HAS BEEN PROVIDED OR REPRESENTED TO IWBI.

11 LIMITATION OF LIABILITY. In no event shall either Party be liable to the other for any indirect, special, incidental, exemplary, reliance, punitive, or consequential damages, loss of business revenues or profits, loss of data or costs of procurement of substitute services arising out of or related to this Agreement, the performance hereunder, the Program or any other activities in connection herewith. IWBI'S liability to You arising out of or related to this Agreement shall not exceed the actual amounts paid by You for participation in the Program in the twelve (12) month period immediately preceding the first event giving rise to the liability. The limitations of liability set forth in this section shall not apply with respect to a party's willful misconduct or gross negligence, indemnification obligations or if prohibited by law.

12 NOTICES. IWBI expects to be in regular communication with You regarding Your participation in the Program. Such communications will occur via email exchange and/or through the Application. However, notices required by this Agreement must be communicated as follows:

Notices to You – IWBI shall send all notices to You at the email addresses provided by You to IWBI in the Application. Such notices shall be effective when sent. You agree to provide IWBI with up-to-date contact information for the duration of this Agreement. Should Your email address be returned to IWBI, IWBI may instead send notices to You at the address provided at the time of registration of Your Project.

Notices to IWBI – You must provide written notice to IWBI by email with delivery confirmation and by certified mail

with return receipt requested. Such communications shall be effective when actually received and must be addressed as follows:

Mailing Address

International WELL Building Institute PBC
860 Washington Street, 5th Floor
New York, NY 10014
Attn: Legal Department

Email Address

legal@wellcertified.com

13. DISPUTES; GOVERNING LAW; CHOICE OF FORUM. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The location of the arbitration shall be in the County, State and City of New York in the United States; and arbitrations shall be conducted in English. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to the performance and enforcement of contracts made within such state, without giving effect to the principles of conflicts of laws applied thereby.

14. REMEDIES. Except as otherwise expressly provided in this Agreement, all remedies shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

15. RELATIONSHIP OF THE PARTIES. The relationship between the Parties to this Agreement is that of independent contractors with respect to the benefits described herein. This Agreement is not intended to, and does not, create any association partnership, joint venture, employment, or agency relationship between the Parties. You agree that You will not hold Yourself out as, an agent, affiliate, legal representative, joint-venturer, partner, employee or servant of any IWBI Indemnitee for any purpose whatsoever.

16. THIRD PARTIES AND ASSIGNMENT OF RIGHTS. You may not assign and/or delegate any of the rights and/or obligations under this Agreement unless You notify IWBI in writing. Any purported assignment or delegation in violation of this Agreement shall be null and void.

17. ENTIRE AGREEMENT. This Agreement (including all documents and information referenced herein and accessible through hyperlink or referencing a URL (the "Ancillary Documents"), which are hereby incorporated herein and made a part hereof) constitutes a fully integrated agreement that supersedes any and all prior agreements between You and IWBI concerning Your Project. In the event of any conflict, the terms of this Agreement shall control. this Agreement may only be modified in writing and all such written modifications must be signed by You and IWBI'S authorized representative. No action or inaction by IWBI will be construed as a waiver of this or any other provision of this Agreement.

18. NON-EXCLUSIVITY. This is a non-exclusive agreement and does not prohibit IWBI from licensing the IWBI Mark or any other trademark of IWBI to any other party.

19. SEVERABILITY AND INTERPRETATION. The invalidity of any part of this Agreement shall not impair or affect the validity or enforceability of the rest of this Agreement, which shall remain in full force and effect. Any provision found to be invalid shall be more narrowly construed so that it becomes legal and enforceable. The headings used in this document are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision. Any rule that ambiguities are construed or interpreted against the drafter of a document, or against the party for whose benefit the document is made, shall not apply. As used in this Agreement, the plural shall include the singular and the singular shall include the plural whenever appropriate.

20. ANTICORRUPTION. In carrying out its respective obligations under the Agreement, each Party shall comply with all applicable laws and regulations of the local country and of any other applicable country, including anticorruption and anti-bribery laws. Each Party agrees not to pay, promise to pay, or authorize the payment of any money or anything

of value, whether directly or indirectly, to any person (whether a government official or private individual) for the purpose of illegally or improperly inducing any government official or any political party or official thereof to make an award decision or illegally or improperly to assist either Party in obtaining or retaining business, or to take any other improper action favorable to either Party in connection with the award of a license, permit, contract or other form of award or approval.

21. EXECUTION. BY CLICKING “I AGREE” OR PLACING YOUR SIGNATURE ON THE SIGNATURE LINE BELOW, WHETHER HANDWRITTEN OR ELECTRONIC, YOU HEREBY AGREE TO THE TERMS, CONDITIONS AND PROVISIONS REPRESENTED IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT, ALL POLICIES AND REQUIREMENTS RELATED TO THE WELL FOR RESIDENTIAL PROGRAM, INCLUDING THE GUIDELINES, FEE SCHEDULE AND BRANDING GUIDELINES, AND THAT YOU HAVE BEEN PROVIDED THE OPPORTUNITY TO MAINTAIN A RECORD OF THIS AGREEMENT. ANY TRANSLATION OF THIS DOCUMENT FROM ENGLISH TO A DIFFERENT LANGUAGE HAS BEEN DONE FOR YOUR CONVENIENCE TO ASSIST IN YOUR UNDERSTANDING OF THE DOCUMENT. IN CASE OF ANY DISCREPANCY BETWEEN THE ENGLISH VERSION AND THE TRANSLATION TO ANOTHER LANGUAGE, THE ENGLISH VERSION SHALL PREVAIL.

ACCEPTED AND AGREED TO:

(Signature of Owner Signatory)

(Date)

(Name of Owner Signatory)

(Title of Owner Signatory)

(Owner Entity Name)

(Project Name)

