

## WELL™ AT SCALE 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 REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE OWNER SIGNING BELOW, HAVE AUTHORITY TO ENTER INTO THIS LEGALLY BINDING AGREEMENT AND HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY ABOUT YOUR RIGHTS AND OBLIGATIONS HEREUNDER.**

This WELL at scale 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) listed in the signature block below that holds all legal right to possess and control with respect to the real and personal property associated with the subscribed locations, as may be implemented by a third party such as an architect, property manager or consultant who has been granted authority to act on Your behalf (Your “Agent”). As used herein, the term IWBI refers to International WELL Building Institute PBC, a Delaware public benefit corporation, and its subsidiaries.

If Your Agent is entering into this Agreement on Your behalf, You represent and warrant that You have completed a “Confirmation of Agent’s Authority” (the form of which is available upon request from IWBI) and that You or Your Agent will provide this form to IWBI upon execution of this Agreement. To the extent an agent signs this Agreement on Your behalf, IWBI will have no obligation to make any recommendation or render any decision or provide any other information or services with respect to any location subscribed under this Agreement until You have provided this form to IWBI. IWBI agrees that Your Agent has no responsibility for the breach of any contractual obligations arising from the Agent’s authorized conduct on Your behalf.

If more than one person or entity constitutes an owner of subscribed locations, such parties must irrevocably designate You as the sole Owner with the authority to accept this Agreement and work directly with IWBI for the purpose of administering the review and certification process (the “Primary Owner”), by completing a “Confirmation of Primary Owner’s Authority” (which is available upon request) providing this form to IWBI upon execution of this Agreement. IWBI will only communicate with and take direction from You as the Primary Owner with regard to the performance of IWBI’s obligations under this Agreement.

The purpose of this Agreement is to establish the terms and conditions under which You may apply to IWBI for WELL designations and milestones including a WELL Score (defined below) or, with respect to the individual locations included within Your subscription, for WELL Certification or WELL Ratings, in each case under the WELL Building Standard and versions thereof (the WELL Building Standard and versions thereof, and designations pursued related thereto collectively referred to as the “WELL Program”). The WELL Program is managed and operated by IWBI, its licensees and service providers from locations in the United States, pursuant to applicable U.S. laws and the terms and conditions of this Agreement, regardless of Your geographic location or the geographic location of the applicable properties included within Your subscription.

**1. THE WELL PROGRAM.** The WELL Building Standard™ is the premier rating system for buildings, organizations, interior spaces and communities seeking to implement, validate and measure features that support and advance human health and well-being for the people within them. WELL Certification refers to the determination that a location or locations has satisfied the requirements set forth in the WELL Building Standard and has accumulated all preconditions and the minimum number of optimization features required to achieve a particular level of WELL Certification (*i.e.*, WELL Certified™ Core, WELL Certified™ Bronze, WELL Certified™ Silver, WELL Certified™ Gold, or WELL Certified™ Platinum). Locations may also apply to achieve WELL Ratings, which address a subset of features in the WELL Building Standard and target achievements in human health and well-being around specific themes. IWBI provides an “Enterprise” or “Portfolio” subscription to enable organizations to scale the strategies of WELL across locations within a defined set of real estate assets with the opportunity to receive designations such as a WELL Score, WELL Certification, and/or WELL Ratings. “Enterprise” refers to a legal entity that enrolls all of its properties in the WELL Program, whereas “Portfolio” refers to a subset of properties of a legal entity enrolled in the WELL Program. A WELL Score refers to a dynamic metric available for Enterprise subscriptions that reflects the health and well-being-focused achievements of the Subscribed Locations (defined below) and is further explained in the WELL Program Guidebook available at <http://resources.wellcertified.com/resources/well-programs-guidebook> and which is hereby incorporated herein by reference. The WELL Program Guidebook (also referred to herein as “WELL Guidebook” or “Guidebook”) contains information and instructions related to the WELL Program, including associated policies, processes and guidelines, and is incorporated herein by reference. The term “Location” refers to the real and personal property (including the building(s), space(s), structure(s), land, fixtures, etc.) that represent an asset included within Your Subscribed Locations under this Agreement for the purpose of seeking a WELL Score and WELL milestones. “Subscribed Locations” are a collection of Locations seeking to implement the strategies outlined

in WELL by applying WELL at scale. The Subscribed Locations must meet the requirements set forth in the WELL Guidebook.

## **2. APPLICATION AND REQUIREMENTS.**

2.1. Presubscription. IWBI offers an optional Presubscription period for organizations that require additional time before subscribing. Presubscription signifies Your intent to engage in the WELL Program. Following payment of the applicable presubscription fee set forth on the Fee Schedule ("Presubscription Fee"), You will gain access to certain support services from IWBI and to certain functionality on the Platform (as defined below) which can be used by You solely to define and list Your Subscribed Locations and to help You manage Your Locations and scorecards electronically.

2.2. Subscription. Rather than Presubscription or immediately following Presubscription, You may subscribe in the WELL Program. IWBI provides two options for subscribing to WELL at scale, an Enterprise Subscription (where a legal entity enrolls all of its Locations) and a Portfolio Subscription (where Subscribed Locations do not represent all locations of a legal entity). Upon committing to an Enterprise or Portfolio Subscription and paying the first year's annual subscription fee based upon the number of Locations and other factors set forth on the Fee Schedule ("Subscription Fee"), You will gain access to additional functionality on the Platform allowing You to submit information, to apply the WELL Program to Locations across Your Subscribed Locations. Each Application is designed to elicit information necessary to determine if Locations within Your Subscribed Locations comply with the requirements of the WELL Building Standard features. Documentation submitted in Your Application must be in English or accompanied by an accurate English translation. For clarity, roles of "owner" and "administrator" as designated on Your Subscribed Location account page within the Platform will have the ability to manage individual Locations pursuing certification or ratings within Your Subscribed Locations, or they may designate other Location owners and/or Location administrators to manage such individual Locations. Further, You understand and acknowledge that the WELL Program can facilitate the incremental achievement of WELL features, while the review process for WELL Certification and WELL Ratings is applicable solely to an individual Location.

## **3. SUBSCRIBED LOCATIONS REVIEW.**

3.1. Review Cycles. At designated review cycles each year, the individual(s) assigned to review Your Subscribed Locations ("WELL Reviewer(s)") will conduct its review, which includes review of the Application and all accompanying documentation You provide to determine compliance with certain WELL Building Standard feature requirements toward the determination of (i) the overall WELL Score for the Subscribed Locations, if an Enterprise Subscription; (ii) if the Locations are eligible for WELL Certification (and if so, the appropriate level of WELL Certification to be conferred), (iii) recertification and/or (iv) WELL Precertified designation, WELL Health-Safety Rating, WELL Performance Rating, or other awards or designations You may seek, as applicable, related to Your Subscribed Location(s). On site performance testing and performance review along with the assessment of all other information provided to IWBI is collectively referred to as "WELL Performance Verification" or "Performance Verification." Documents and performance testing results may be uploaded at any time for Subscribed Locations, and the administrator may schedule up to two review cycles per year. Additional review cycles may be scheduled as an Optional Service for an additional fee. At each review cycle, the WELL Reviewer will review documents and performance testing results that have been submitted through the Platform to date, across all Subscribed Locations and across all document scales as such documents are further discussed in the WELL Guidebook. During a review cycle, an examination of documentation and performance testing results will be conducted to confirm compliance with the WELL Building Standard feature requirements. Reviews are conducted across Your Subscribed Locations.

3.2. Timelines. During a review, You may be asked to provide additional documentation, resubmission of calculations and any other information or factors deemed relevant. The WELL Reviewer will strive to meet any review timelines set forth in the Guidebook (each, a "Review Timeline"); however, the Review Timelines are estimates only. The failure to meet any Review Timeline will not be considered a breach of this Agreement and You will not be entitled to any remedy, including a refund of any portion of any Fees paid by You under this Agreement as a result of such failure; provided, however, You will be accorded additional time to respond commensurate with any delay caused by any failure to meet a Review Timeline. Once a review cycle has commenced, any changes made by Your project team in the Platform will only be considered in subsequent review cycles. Feature reviews during review cycles may contribute to Location scale designations such as WELL Precertified designation, WELL Health-Safety Rating, WELL Performance Rating, or WELL Certification award, or may contribute to Enterprise scale designations such as the WELL Score, if eligible. The WELL Score is impacted by the achievement of WELL Building Standard features by Your Subscribed Locations. Subscribed Locations can garner points by achieving optimization features in the WELL Building Standard. The WELL Score may be updated following the issuance of a WELL report following a review cycle. For the avoidance of doubt, a WELL Score at any level does not indicate that the Subscribed Locations have achieved WELL Certification; nor does it indicate that any or all of the Subscribed Locations have achieved WELL Certification.

3.3. You recognize and acknowledge that the WELL Program, while regulated by specific policies and

standards, also requires discretion and judgment. The decision regarding a WELL Score or whether to grant or deny WELL Certification or WELL Rating to a Location will be made in the sole discretion of IWBI and the WELL Reviewer based on the sufficiency of the submitted Location Information (defined below), your Location type, the results of on-site performance testing for WELL Performance Verification and any other information that deemed relevant.

**4. WELL DIGITAL PLATFORM.** IWBI maintains a digital platform to host the Application, available at <https://account.wellcertified.com/> (the “Platform”), which is expected to be available to You in general twenty-four hours a day, seven days a week, other than when unavailable for maintenance, upgrades, modifications, or similar reasons; however, IWBI does not guarantee the availability of the Platform or that access to the Platform will be uninterrupted or error free. IWBI reserves the right to interrupt, limit, or suspend the Platform from time to time for purposes of maintenance, upgrades, modifications, or similar reasons. You understand and agree that IWBI may upgrade or otherwise modify the Platform at any time in its reasonable discretion and that IWBI shall not be held responsible or liable for any damages arising from any interruption, suspension, or termination of the Platform, regardless of the cause.

**5. OPTIONAL AND SUPPORT SERVICES.** IWBI may make available certain technical support and coaching services included within Your presubscription and subscription periods and certain optional services You may request in order to assist You to complete the Application, apply requirements of your project type to Your Locations, apply features to circumstances applicable to Your Subscribed Locations, confirm Your status as a participant in the WELL Program and/or confirm the status or progress of Your Subscribed Locations or Location, including without limitation, requests for more than two review cycles per year, the review of and/or response to requests for alternative adherence paths and/or innovation features in addition to the review cycles included within Your Subscription Fees, the review and approval of curative action plans, the undertaking of appeals, and other additional services related to the WELL Program (collectively, “Optional Services”). For an owner organization in mainland China, Hong Kong, Macau and Taiwan with subscribed locations pursuing certification, precertification and/or recertification, (a) additional fees will apply and pursuit of such designations will be deemed “Optional Services” and (b) provided that at least two years of subscription fees have already been paid (prepaid or otherwise), discounted fees will be made available for certification, precertification and/or recertification services for such locations. Further, for such owner organization in mainland China, Hong Kong or Macau that seeks verification for location specific designations for locations in mainland China, such verification will be conducted by an authorized verifier approved by relevant authority of Chinese government, subject to a separate agreement stipulating the rights and obligations regarding certification and assessment matters. You acknowledge and agree that the performance of all Optional Services by IWBI, including those provided before execution of this Agreement, shall be governed by the terms of this Agreement, including without limitation, all provisions herein related to indemnification and limitations of liability.

## **6. FEES.**

6.1. In consideration for review of Your Subscribed Locations and any Optional Services that You may elect under this Agreement, You agree to pay IWBI certain fees, including the Presubscription Fee, if applicable, and the Subscription Fees (collectively, the “Fees”) in accordance with the fee schedule made available to You on Your account on the Platform (the “Fee Schedule”). Please note that while Subscription Fees include performance of reviews during two review cycles each year as discussed above, they do not cover Optional Services or the cost of engaging a WELL Performance Testing Organization for on-site testing, and You may contract directly with the WELL Performance Testing Organization of Your choice to undertake the on-site testing. A list of authorized WELL Performance Testing Organizations is provided on IWBI’s website. IWBI may update and increase pricing for customers each year; provided however, that during Your Subscription Term, the method of calculation of Your Subscription Fees, including the rate that applies to specific square footage and number of location thresholds (“Rate”) will remain the same from the date you subscribe until five (5) years thereafter, and such Rate will not be subject to modification until renewal of Your subscription following the first five (5) year period; provided further however and notwithstanding the foregoing, that the total amount of Your Subscription Fees may vary each year depending on changes made to Your Subscribed Locations, including the acquisition or divestiture of assets within Your Subscribed Locations.

6.2. The Fees that You will incur will vary depending on your Subscription type, Subscribed Locations’ quantity and size (measured in square footage), the number and type of Optional Services You request and other factors that may be particular to Your Subscribed Locations. Moreover, if You believe Your Subscribed Locations or specific Locations may be eligible for sector or market-specific pricing listed on the pricing page on IWBI’s website You may be required to submit documentation substantiating Your eligibility to receive such pricing. IWBI, or one of its subsidiaries, will issue invoices to You for applicable Fees when you enroll in the WELL program, on an annual basis for Subscription Fees, and as they are incurred for any Optional Services. All Fees must be paid to IWBI or, depending on Your projects’ location, a subsidiary thereof, as will be indicated on Your invoice, within thirty (30)

calendar days of the date of the applicable invoice. You hereby consent, acknowledge and agree that services may be delayed or suspended pending receipt of Fees. You hereby represent and warrant that You have fully reviewed and understand the Fee Schedule, as it may be updated from time to time and made available to You on Your account on the Platform. 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.

**7. SUBSCRIBED LOCATION INFORMATION; CONFIDENTIALITY.** Protection of Your information is important to us. Because the pursuit of a WELL Score, WELL Certification or WELL Rating requires you to submit extensive information about Your Subscribed Locations, please closely review the way this information is used and with whom it may be shared. Please note that any information submitted through the Platform is provided by You at Your discretion. Other than necessary business contact information, IWBI does not require, nor does it wish to collect personal data, so please do not submit it. You should remove any inadvertent submission of personal data. The Platform is hosted on databases located in the United States and by submitting Your information pertaining to Your Subscribed Locations to the Platform, You hereby consent to its transfer to and storage within the United States.

7.1. License to Use for Purpose of Assessment. In order to complete the Application process for pursuing a WELL Score or WELL Location milestones, You must submit extensive information to IWBI related to Your Subscribed Location(s), including without limitation, any information related to Subscribed Locations provided prior to executing this Agreement, information contained within the Application(s) and any additional information or data provided to IWBI in connection with Your Subscribed Locations, including, and not limited to, features pursued such as those listed on Your custom scorecard, if applicable, and Subscribed Locations performance data (collectively, "Subscribed Location Information"). You hereby grant IWBI, 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 all Subscribed Location Information submitted to IWBI for the purposes of assessing the Subscribed Locations. IWBI may also internally use such Subscribed Location Information for purposes of informing and developing its offerings. Except as specifically set out herein, all Subscribed Location Information shall remain confidential and used by IWBI and its personnel and WELL Reviewers for purposes of assessing Your Subscribed, and any WELL Reviewer(s) assessing Your Subscribed Locations shall be bound by reasonable confidentiality obligations.

7.2. "Public" or "Private" Portfolios and Enterprises. You may choose for You or your Portfolio's or Enterprise's participation in the WELL Program to be "public" or "private" subscription. If you maintain a "Public" status, Your Subscribed Locations will be included in a public directory of projects (the "WELL Project Directory") and/or You or Your Enterprise will be listed among other WELL Program participants such as in an organizational directory. Inclusion in the WELL Project Directory or organizational directory or WELL Score listings or other online recognition postings allows the general public and members of the media to look up specific location lists and additional details such as the name of the owner of the Subscribed Location(s), Subscribed Locations' name and location, Subscribed Locations size, inventory of Locations within Your Subscribed Locations and Your WELL Score, if eligible. It is possible for You to retain "Public" status but also choose to keep all or some of Your inventory of Locations and/or WELL Score "Private". Accordingly, You or Your Enterprise may appear in an organizational directory as a participant in the WELL Program and have Locations within it that are Private, or You may retain "Private" status but have individual Locations that are Public. However, if Your status is Private, then even if You have Public Locations, while the Public Location may be publicized and included in the WELL Project Directory, You will not be included in organizational directories or be able to publicize Your participation in the WELL Program at scale for so long as Your status remains "Private". Please note, if You have a Private WELL Score, then the WELL Score will be listed as "Private," and You could be listed at the end of any list sorted by WELL Scores of Enterprises participating in the WELL Program at scale. A Public Enterprise with a Private WELL Score cannot market or represent its WELL Score to the general public. By electing to remain "Private", information that is likely to identify You or Your Enterprise will not appear within the WELL Project Directory or WELL Score listings or similar recognition boards or directories. However, certain other non-Enterprise identifying information may be disclosed, including but not limited to organization size such as overall square footage and/or number of Locations within the Subscribed Locations (the "Private Directory Information"). Private Enterprises that receive a WELL Score will be prompted upon issuance of award, if any, to transition to public status. An Enterprise that wishes to remain Private must reconfirm its Private status at the time of receiving the WELL Score. As further set forth below, a participant or Location with "Private" status may not market itself as being a member of the WELL Program or use any other intellectual property of IWBI.

7.3. "Public" or "Private" Locations. Unless You designate otherwise, Your Subscribed Locations will be "Public", meaning the following information may be displayed in the "WELL Project Directory": Location name, address, project type, and as applicable, Location size and Location status (registered, precertified, WELL Health-Safety Rated, WELL Performance Rated, certified, and, to the extent that the Location achieves certification, the level of certification achieved (collectively, "Public Project Information"). You may choose for Subscribed Locations not

to be included in the WELL Project Directory and opt out of publicity opportunities by electing for Your Location to be “Private” at the time of enrollment. By electing for Your Location to remain “Private”, information that is likely to identify Your Location will not appear within the WELL Project Directory. However, certain other non-location identifying information may be disclosed, including general geographic location (not street address), size, and, to the extent the Location achieves certification, the level of certification achieved (the “Private Project Directory Information”). All Private Locations that achieve WELL Certification will be prompted upon issuance of award, if any, to transition to public status. A Location that wishes to remain “Private” must re-confirm its “Private” status at the time of receiving certification or a rating. *Nota bene:* For so long as a Location maintains its election as “Private”, the Private Location shall not market or represent itself to the general public as participating in the WELL Program, having received a WELL milestone or having contributed to a WELL Score, or having applied for or achieved certification or a rating, or as being certified or rated, and no intellectual property including the Marks may be utilized or displayed in relation to the Enterprise, Portfolio or the Location. You may change the privacy setting from “private” to “public” at any time before acceptance of the applicable award, using functionality in the Platform. Notwithstanding the foregoing, if it is determined in IWBI’s reasonable discretion that despite its election as “Private”, Your Location has been/is being marketed to the public as being a participant in the WELL Program, having a WELL Score and/or pursuing or having achieved certification or a rating under this Agreement, including by publicly displaying a seal or plaque indicating such achievement, then Your Location or participation will be deemed to be “Public.”

7.4. Aggregated, Non-Identifying Information; Feedback. Further development of the WELL Program depends upon the collection, analysis and distribution of information pertaining to application of WELL and related design, construction and performance. Accordingly, You agree that IWBI its affiliates may access, publish, reproduce, display, use and distribute (i) Public Subscribed Location Information (from Locations, Portfolio’s or Enterprise’s with “Public” status), (ii) Private Directory Information (from Subscribed Locations and Portfolio’s or Enterprise’s with “Private” status) and (iii) Aggregated Information (as defined below), to, inter alia, educate and provide resources for teams pursuing WELL designations and applying WELL strategies, conduct research related to the WELL Building Standard and features and concepts therein, showcase WELL strategies and promote the WELL Building Standard on a global scale, and to further develop, upgrade or improve the WELL Building Standard and versions thereof and services related thereto, including the Platform and may use such information for other lawful purposes. Whether or not You elect for “Private” status, you hereby consent to the use of Aggregated Information (defined below) and confer the right, during and following the Term, to IWBI and IWBI’s affiliates to publish, reproduce, display and distribute the information submitted to IWBI, along with information submitted by other WELL Program participants in aggregated, non-identifying form (the “Aggregated Information”). By way of example and not of limitation, Aggregated Information may include Platform usage data, features pursued, trends related to features pursued and/or achieved or a global average WELL Score of all participating enterprises, using the scores and sizes of private enterprises to calculate that average; provided that information that may be used in this manner from a “Private” Location, Portfolio or Enterprise will not identify such Location, Portfolio or Enterprise. At Your option, You may also provide consent (including by email or via the Platform) for IWBI or its affiliates to use other information related to Your Subscribed Locations that you provide to IWBI to be used for research and other purposes described in this Section. 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 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.

7.5. Confidentiality. Confidential Subscribed Location 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 Location Information 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.

7.6. 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.

7.7. 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.

## 8. TRADEMARKS

8.1. 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 SCORE™, WELL PRECERTIFIED™, WELLHEALTH-SAFETY RATING™, WELL HEALTH-SAFETY RATED™, WELL PERFORMANCE RATED™, and related logos (collectively, the "Marks") and, pursuant to licenses from IWBI, in the event You receive a WELL Score for your Subscribed Locations or You receive a WELL Precertified designation, WELL Health-Safety Rating, WELL Performance Rating or WELL Certification for Your Subscribed Location(s), as applicable, IWBI will grant You the limited right to use the Marks as set forth herein. The Marks constitute valuable intellectual property held by IWBI and are protected by law. 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. IWBI holds registrations and applications for certification marks and/or trademarks for some or all of the Marks in several jurisdictions worldwide. 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, and You shall not engage in, advance, or otherwise support any action, claim or challenge that is inconsistent with the foregoing.

8.2. After you have formally applied for a WELL Score or WELL Certification for Your Subscribed Location(s), as applicable, while Subscribed Locations are under review by the WELL Reviewer, IWBI grants You the limited right to indicate that You have applied for a WELL Score for or for WELL Certification for Your Subscribed Location(s), at whichever level is applicable, or WELL Rating under the WELL 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 Subscribed Locations have achieved, or will achieve, a WELL Score or WELL Certification at any level or a WELL Rating. You are prohibited from using the WELL Score™ or WELL Certified™ or WELL Rating trademarks or logos in any manner prior to receipt of an award from IWBI. In the event that Your Subscribed Locations are awarded a WELL Score, WELL Precertified designation, WELL Rating, or WELL Certification by IWBI, 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, during the period of time during which the Subscribed Locations' designation, rating or certification remains valid, the applicable Marks (depending if applicable, the score or level of WELL Certification achieved) for the purposes of indicating the WELL Score obtained or the level of WELL Certification granted or WELL Rating achieved in relation to the Subscribed Location(s). For the avoidance of doubt, the license granted herein shall automatically expire, without notice, upon any expiration, termination or revocation of Subscribed Location's score, designation, rating or certification, as applicable.

8.3. You agree to use the Marks in accordance with all applicable laws, rules and regulations, and You will comply at all times with IWBI's Brand Guidelines and PR Guides as published by IWBI and as may be updated from time to time, (the IWBI Brand Guide and PR Guides 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. The WELL Branding Guidelines shall be available online at <https://resources.wellcertified.com/tools/well-branding-guidelines/>, <https://resources.wellcertified.com/articles/marketing-and-pr-guidelines-for-well-projects/> and upon request. You represent and warrant that You have fully reviewed the WELL Branding Guidelines, and You agree to check for updates often.

8.4. 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 8, or to any other intellectual property of IWBI. You acknowledge and affirm IWBI's ownership of the Marks and the validity and enforceability thereof, and 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, good will and other benefits accruing to You by Your use of the image or the Marks will inure to the benefit of IWBI. Additionally, You shall not in any way seek to avoid any obligations under this Agreement, or any other agreement you have with IWBI, because of the assertion or allegation by any party that any of the Marks is invalid or by reason of any contest concerning any of the Marks or IWBI's ability to use any such Marks.

8.5. The Marks WELL Certified™ and the WELL Certified™ logo are certification marks in the United States. Outside of the United States, such Marks (and any other similar Marks) may be treated, applied for or registered as certification marks or standard commercial trademarks in any country or jurisdiction at the sole discretion of IWBI.

8.6. 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.

8.7. 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 members and have Your logo included in other promotional, educational and similar materials, please upload Your logo on the Platform and/or other location on the IWBI website as applicable; by providing such logo or other information to IWBI, You hereby consent to its use in promotional, educational and similar materials related to the WELL 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 Location) 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.

8.8. 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 8. Such remedy shall not be exclusive of any other remedies available at law, in equity or under this Agreement.

## **9. TERM AND TERMINATION.**

9.1. The term of this Agreement begins on the date on which You accept this Agreement in accordance with Section 25 below and shall continue for the duration of the Presubscription Term (if applicable) and/or the Subscription Term (defined below). The "Subscription Term" refers to either the Portfolio Subscription Term or the Enterprise Subscription Term. The "Portfolio Subscription Term" is five (5) years from the date You subscribe and Your first Subscription Fee is received, and the "Enterprise Subscription Term" is one (1) year from the date You subscribe and Your first Subscription Fee is received. The Subscription Term may be renewed for additional periods as set forth below (the "Renewal Subscription Term(s)"), unless terminated earlier pursuant to this Article 9.1 below. The optional Presubscription Term shall continue for six (6) months from the date You presubscribe and Your Presubscription Fee is received ("Presubscription Term") and may be followed by the Subscription Term.

9.1.1. You or IWBI may terminate this Agreement in whole or in part at any time upon sixty (60) days written notice; provided that IWBI will not terminate this Agreement for so long as You remain in compliance with this Agreement, You have paid applicable Fees and the WELL Program remains in effect.

9.1.2. Either Party may terminate this Agreement in full (or as it relates to any Location that comprises Your Subscribed Locations under this Agreement), upon breach by a party of its obligations under this Agreement, and failure to cure such breach within thirty (30) days from the date of notice of breach provided to the breaching Party by the nonbreaching Party. Such breach of obligations shall include, without limitation, to failure to timely pay any Fees due under this Agreement, Your misuse of any Marks or other intellectual property held by

IWBI or its affiliates, and any misstatement, whether intentionally or unintentionally made, in the Subscribed Location Information that You submit in connection with the WELL Program. Either Party may terminate this Agreement upon written notice if required by applicable law, including as required to adhere to any Orders referenced in Section 24 below.

9.1.3. Following the expiration of Your then current Subscription Term, Your Renewal Subscription Term will automatically commence unless You notify IWBI in writing at least sixty (60) days prior to expiration that You do not wish to enter into the Renewal Subscription Term. At least ninety (90) days prior to expiration of Your Subscription Term or Renewal Subscription Term, You will be notified of the pending expiration and then-current terms of the WELL Agreement and then-current Subscription Fees. The Fee Schedule is subject to increase and change every five years effective at the Renewal Subscription Term commencement.

9.2. Upon termination of this Agreement pursuant to Section 9.1 above:

9.2.1. Your access to the Application(s) for the associated Location, Enterprise or Portfolio will be revoked by IWBI, and IWBI may, in its sole discretion, delete or destroy any such Application(s) and Form(s) and all data therein.

9.2.2. All of Your rights to use the Marks pursuant to the license granted under Section 8.2 will terminate and You must immediately discontinue all use and display of the Marks.

9.2.3. Except as set forth in Section 9.2.4 below, all Fees owed by You as of the effective date of such termination and any Fees that would be owed for the remainder of Your Subscription Term may become due and payable in full within thirty (30) days of the effective date of such termination, taking into account Portfolio Subscriptions milestones pursued and services provided. There shall be no refund of any Fees paid or owed under this Agreement.

9.2.4. In the event that IWBI terminates this Agreement without cause as set forth in Section 9.1.1 above, any fees pre-paid by you applicable to any period of time subsequent to the effective date of termination for services not received shall be refunded to you.

9.2.5. Upon the expiration or earlier termination of this Agreement, You agree that You shall not seek or be entitled to any remuneration, fees, costs, damages or any other relief (legal or equitable) or compensation whatsoever, except as set forth in this Section 9.2.

9.2.6. Upon termination of this Agreement for cause, You acknowledge that IWBI may revoke a WELL Score or WELL Certification, Rating, Precertification or other designations, in addition to any other remedies it may have under this Agreement, at law or in equity. Further, upon the expiration or early termination of this Agreement, both parties agree that they shall not seek or be entitled to any remuneration, fees, costs, damages or any other relief (legal or equitable) of compensation whatsoever, except as set forth in this Section 9.2.

9.2.7. It is expressly understood and agreed that the parties' respective obligations under this Agreement in Articles 6 and 7, Sections 8.1, 8.3, 8.4 and 8.5, Articles 9 through 13, and Articles 16 through 24 shall survive any termination of this Agreement.

## **10. REPRESENTATIONS AND WARRANTIES.**

10.1. 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.

10.2. You represent and warrant that You have the right to provide Subscribed Location 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 Subscribed Location 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 upon or misappropriate the intellectual property rights of any third party.

## **11. INDEMNIFICATION.**

11.1. 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 any designations, ratings, scores or certifications under the WELL Program, or any unauthorized statements regarding any affiliation with any IWBI Indemnitees; or (c) Your negligence in connection with Your Subscribed Locations except, in the case of clauses (a), (b) or (c), 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.

11.2. IWBI agrees to indemnify, defend and hold harmless You and Your respective officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, "Your Indemnitees") from and against all third party Claims and associated Losses arising out of or relating to IWBI's violation of law in connection with fulfilling its obligations set forth herein except to the extent such Claim was directly caused by the gross negligence or willful misconduct of You or any of Your Indemnitees. To the extent IWBI is required to indemnify any of Your Indemnitees, IWBI shall not enter into any settlement without obtaining Your prior written consent, which You shall not unreasonably withhold. Without limitation of the foregoing, You may elect to participate in any Claim in Your discretion and at Your own expense.

## **12. DISCLAIMER OF WARRANTIES.**

12.1. **NEITHER IWBI, NOR ITS AFFILIATES MAKES ANY (AND EACH OF 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 PROGRAM, THE WELL BUILDING STANDARD, ANY APPLICATION OR FORM, THE WELL CERTIFICATION AND WELL REVIEW PROCESS, AND ANY OPTIONAL SERVICES PROVIDED BY OR ON BEHALF OF ANY IWBI INDEMNITEE. IWBI AND ITS AFFILIATES EXPLICITLY DISCLAIM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF THE WELL BUILDING STANDARD, THE PLATFORM AND ANY APPLICATION OR FORM FOR ANY PURPOSE OTHER THAN FOR THE PURSUIT OF A WELL SCORE OR WELL CERTIFICATION FROM IWBI.**

12.2. ALL DETERMINATIONS RELATED TO A WELL SCORE OR WELL CERTIFICATION OR OTHER AWARD ARE IN THE SOLE AND ABSOLUTE DISCRETION OF IWBI AND WELL REVIEWERS AND IN NO EVENT SHALL ANY IWBI INDEMNITEE HAVE ANY LIABILITY AS A RESULT OF ANY DECISION TO GRANT OR NOT TO GRANT WELL SCORES OR WELL CERTIFICATION OR OTHER AWARD TO YOUR LOCATION, ENTERPRISE, OR PORTFOLIO (OR ANY PORTION OF YOUR LOCATION, ENTERPRISE, OR PORTFOLIO) FOR ANY REASON.

12.3. WITHOUT LIMITING THE BROAD SCOPE OF THIS SECTION 12, YOU AGREE AND ACKNOWLEDGE THAT:

12.3.1. A WELL SCORE OR GRANT OF WELL CERTIFICATION OR OTHER DESIGNATION IS NOT A REPRESENTATION, AND DOES NOT MEAN THAT YOUR ENTERPRISE, PORTFOLIO OR LOCATION (OR ANY INDIVIDUAL BUILDING(S) OR INTERIOR SPACE(S) COMPRISING YOUR PORTFOLIO, ENTERPRISE OR LOCATION) IS STRUCTURALLY SOUND OR SAFE, CONSTRUCTED IN ACCORDANCE WITH APPLICABLE LAWS, REGULATIONS OR CODES, FREE OF MOLD OR MILDEW, OR FREE OF BACTERIA, VIRUSES, PATHOGENS, VOLATILE ORGANIC COMPOUNDS, ALLERGENS, OR TOXINS;

12.3.2. IWBI'S SERVICES, THE WELL PROGRAM, WELL BUILDING STANDARD THE WELL AT SCALE PROGRAM, THE WELL HEALTH-SAFETY RATING, AND THE WELL PERFORMANCE RATING ARE INTENDED TO EDUCATE AND ASSIST SUBSCRIBED LOCATIONS, LOCATIONS AND OWNERS IN THEIR EFFORTS TO CREATE HEALTHIER INDOOR SPACES, AND NOTHING THEREIN SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. IWBI'S SERVICES, THE WELL PROGRAM AND THE WELL BUILDING STANDARD DO NOT CONSTITUTE THE PRACTICE OF MEDICINE OR THE PROVISION OF ANY PROFESSIONAL HEALTHCARE SERVICES, DIAGNOSIS OR TREATMENT; NOR DO THEY CONSTITUTE THE PRACTICE OF ENGINEERING, PROVIDE FINACIAL ADVICE OR LEGAL ADVICE. CERTIFCATION IS NOT A GUARANTEE OF STRUCTURAL STABILITY OR ENERGY SAVINGS.

12.3.3. ANY GRANT OF A WELL SCORE OR WELL CERTIFICATION OR OTHER AWARD FROM IWBI DOES NOT IN ANY WAY GUARANTEE, CERTIFY, WARRANT OR IMPLY THAT ANY ENTERPRISE, PORTFOLIO, LOCATION, OR ORGANIZATION WILL MAKE OCCUPANTS HEALTHY OR HEALTHIER. NOR IS IT A GUARANTEE OF COST SAVINGS; AND

12.3.4. ANY GRANT OF A WELL SCORE OR WELL CERTIFICATION OR OTHER AWARD DOES NOT MEAN THAT IWBI ENDORSES, VERIFIES OR AGREES WITH ANY INFORMATION THAT HAS BEEN PROVIDED OR REPRESENTED TO IWBI.

**13. 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 or any other activities in connection herewith. IWBI's liability to You arising out of or relating to this Agreement shall not exceed the actual Fees paid under this Agreement. The limitations of liability set forth in this Section shall not apply with respect to infringement of a Party's intellectual property rights, a Party's willful misconduct or gross negligence or if prohibited by law.

**14. FORCE MAJEURE.** Neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, to the extent that the same is caused by fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, pandemics, epidemics, quarantines, governmental actions, or any other cause beyond that party's reasonable control (each, a "Force Majeure Event"). The Party experiencing the Force Majeure Event shall use reasonable efforts under the circumstances to avoid, limit and remove such causes of nonperformance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. Notwithstanding the provisions of this Section, nothing contained herein shall be construed to excuse the failure or delay in payment of any invoices or other charges arising under this Agreement, or to excuse either Party for a failure or delay caused by that Party's willful misconduct or gross negligence.

**15. NOTICES.** IWBI expects to be in regular communication with You regarding Your participation in the WELL Program. Such communications will occur via email exchange and/or through Your Application(s). 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 with delivery confirmation. Such notices shall be effective when actually received. 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 subscription.

Notices to IWBI – You must provide written notice to IWBI by email with delivery confirmation. Such communications shall be effective when actually received and must be addressed to [legal@wellcertified.com](mailto:legal@wellcertified.com), with the subject line reading "LEGAL NOTICE" with the name and id # of Your Subscribed Locations.

## **16. DISPUTE RESOLUTION; GOVERNING LAW.**

16.1. 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.

16.2. 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.

16.3. 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.

**17. 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.

**18. 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. As an independent contractor, we are solely responsible for determining the means and methods for providing the benefits described herein.

**19. 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 by completing, fully executing and submitting to IWBI a Change of Owner Form. Any purported assignment or delegation in violation of this Agreement shall be null and void.

**20. 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 the Subscribed Locations. In the event of any conflict, the terms of this Agreement shall control. The terms and conditions for the use of the website hosting the Application are not superseded by this Agreement.

**21. MODIFICATION AND WAIVER.** The Ancillary Documents may be updated, modified or amended by IWBI at any time, with notice provided to IWBI customers in a consistent manner. Otherwise, this Agreement may only be modified in writing and all such written modifications must be signed by authorized representatives of You and IWBI. No action or inaction by IWBI will be construed as a waiver of this or any other provision of this Agreement. To be enforceable, any waiver of this Agreement (excluding the Ancillary Documents) must be in writing and signed by You and IWBI and shall be limited to the specific terms of the waiver.

**22. 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.

**23. GOVERNMENT ENTITIES.** If You are a Government Entity within the United States; meaning, an agency or instrumentality operating under color of federal law, and/or an agency or instrumentality operating under state law or municipal ordinance, including all agencies, boards and commissions in the executive branch of such government, the foregoing provisions of this Agreement regarding limitations of liability, indemnification, equitable relief, disputes and choice of law, to which You are prohibited from agreeing to as a matter of law, are hereby waived.

**24. ANTICORRUPTION/OFAC.** 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. IWBI and Owner each represent and warrant to the other that neither it nor any of its affiliates or agent(s) acting on behalf of it with respect to this Agreement (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

**25. EXECUTION.** BY 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, 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)

\_\_\_\_\_  
(Subscribed Locations' Name/Identification Number)