

We are pleased that the individual completing the WELL advisory application and accepting these terms (“Advisor”) has agreed to join one of the advisories of the International WELL Building Institute pbc (“IWBI”). Advisor and IWBI are referred to in this Agreement individually as a “Party” or collectively as, the “Parties”). Please accept this WELL advisory terms and conditions (the “Agreement”), which is effective as of the date it is accepted by Advisor as indicated above (the “Effective Date”) and which sets forth the terms and conditions of Advisor’s relationship with IWBI.

In consideration of the mutual promises and agreements hereinafter set forth below, and for good and valuable consideration, the delivery of which is hereby acknowledged, the Parties agree as follows:

1. **WELL ADVISORY PROGRAM.** WELL advisories consist of leading subject matter experts, including researchers, practitioners and users across various fields of public health, design, and building and medical science. The advisories are dedicated to the continuous development and ongoing implementation of IWBI’s WELL Building Standard™ (“WELL™”) and help ensure that WELL aligns with the latest research, meets user needs and raises the bar for healthy, high-performing buildings and communities around the world. The WELL advisory program and the role of the advisors are further described in the overview and scope of work, which will be made available to Advisor.

For the avoidance of doubt, while Advisor may provide advice or commentary or make recommendations with respect to the key topics related to WELL, the scope of Advisor’s role expressly excludes the following: governance over or decision making on WELL, voting on any amendments or modifications to WELL, writing feature language or documentation requirements, approving alternative adherence paths and/or equivalencies or developing any material for the WELL Accredited Professional (“WELL AP™”) exam. In consideration for the opportunity to participate in and provide advice and commentary regarding IWBI’s nonpublic programs and materials prior their finalization and being made more widely publicized by IWBI as well as public recognition as a WELL or IWBI advisor, as applicable, Advisor agrees to fulfill its role as described more fully in the overview and scope of work documents and to provide to IWBI comments, feedback and any other materials regarding or relating Advisor’s scope of work. For the avoidance of doubt, no other consideration and no monetary compensation will be provided to Advisor by IWBI under this Agreement.

## 2. CONFIDENTIAL INFORMATION.

- 2.1 At no time, either during the term of this Agreement or at any time thereafter, shall Advisor disclose, display, provide copies or make any use of, in whole or in part, in any way whatsoever except as expressly authorized herein, any Confidential Information (defined below) provided by IWBI. “Confidential Information” means any information that IWBI provides or has provided to Advisor (in such capacity, the “Receiving Party”) in connection with Advisor’s scope or materials provided in connection with Advisor’s participation in the WELL advisory. For the avoidance of doubt, all prior and current versions of the materials provided by IWBI shall be deemed and treated as Confidential Information of IWBI. In addition, all materials that may be provided by Advisor to IWBI in connection with the WELL advisory shall be deemed and treated as Confidential Information of IWBI. Advisor may, for purposes of fulfilling its obligations and completing its duties under this Agreement, share portions of the Confidential Information with Advisor’s colleagues within Advisor’s organization as needed for Advisor to fulfill its obligations under this Agreement, provided that Advisor informs such colleague(s) of the confidential nature of the Confidential Information, colleague(s) is subject to nondisclosure obligations, and Advisor remains responsible for ensuring that such Advisor’s colleague(s) comply with the confidentiality

obligations set forth in this Agreement, including but not limited to return and destruction of any Confidential Information at IWBI's request. Confidential Information shall not include information which: (i) was in the Advisor's possession before receipt from IWBI; or (ii) is or becomes a matter of public knowledge other than through disclosure by the Advisor; or (iii) is lawfully obtained by Advisor from a third party, which source is not itself bound by a confidentiality agreement or other obligation of secrecy with IWBI or any of its affiliates; or (iv) is independently developed by Advisor without use of, or reference to, any Confidential Information.

- 2.2 Upon the request of a Party, the other Party shall promptly return to the requesting Party all documents, including copies thereof, as well as any other property in its possession or control containing any confidential information owned by the other Party, and shall destroy any memoranda, notes or other writings based thereupon.
  - 2.3 In the event that Advisor is requested in any court of governmental proceeding, or required in connection with any court or governmental filing, to disclose any Confidential Information of IWBI, it shall give IWBI notice of such request as promptly as reasonably feasible (but in any event not more than forty-eight (48) hours from the receipt of any such request by Advisor) so that IWBI may seek an appropriate protective order. If Advisor is, nonetheless, compelled to disclose any Confidential Information of IWBI, it may disclose such Confidential Information without liability hereunder; provided, however, that, it shall use its reasonable efforts to obtain assurance from the court or governmental agency engaged in such proceeding, or requiring such filing, that confidential treatment will be accorded to any Confidential Information which such Advisor may be compelled to disclose.
  - 2.4 The Parties acknowledge that compliance with the provisions of this Section is necessary to protect each other's business and good will and that a breach of any of these provisions will cause irreparable harm and damage, such that an award of monetary damages may not be adequate to remedy the same. Accordingly, the Parties acknowledge that, to the extent permitted by law, injunctive relief designed to prevent and restrict any such harm or damage is appropriate for a breach of any of these provisions.
3. **INTELLECTUAL PROPERTY.** Advisor acknowledges and agrees that IWBI intends to use learnings from the WELL advisories to continue its practice of seeking a balance of varied input from relevant stakeholders in order to further enhance, improve and develop its products and offerings and to otherwise support its mission to transform, buildings, communities and organizations in ways that help people thrive. Accordingly, Advisor hereby grants to IWBI a royalty-free, perpetual, non-terminable, transferable, sub-licensable, worldwide, and unlimited license to IWBI to use, publicly display, publicly perform, reproduce, modify and distribute any suggestions, recommendations, proposed modifications, content, materials and other feedback Advisor creates, and any derivative works thereof ("Feedback"), and all Intellectual Property embodied in or by such Feedback, provided or otherwise created in connection with or resulting from the WELL advisory or this Agreement for any purpose, including but not limited to, develop, enhance or otherwise revise WELL, or any other guidelines, resources or materials or any other IWBI offerings or programs. Advisor agrees and acknowledges that IWBI may, but is not obligated to, use any Feedback Advisor may submit, contribute to, or collaborate on and that Advisor will receive no compensation for submission, contribution or use of any or all of such Feedback. Advisor agrees to enter into, complete and provide to IWBI any further documentation necessary to effectuate this Section 3. "Intellectual Property" means any inventions (regardless of whether such inventions are patentable), discoveries, developments, improvements, innovations, works of authorship, trademarks, data, and know-how, whether or not patentable; copyrightable works, such as reports, databases, and documentation; trade secrets, computer software, including source code and object code; compositions of matter; methods and procedures; and experimental results and mask works.

#### **4. PUBLICITY AND USE OF NAME.**

Notwithstanding the foregoing, the Parties acknowledge that it is their mutual intent to publicize Advisor's participation in the applicable advisory and Advisor's role in supporting IWBI's development of the WELL Building Standard or other programs or initiatives, as applicable.

By completing Advisor's application and accepting this Agreement, Advisor hereby consents to IWBI including Advisor's headshot, name, title and company on a directory of current and previous WELL advisors on IWBI's website, and Advisor agrees to be included among the list of advisors in any articles, press releases or similar marketing materials IWBI may produce or distribute related to the WELL advisories. For clarity, such consent includes consent to remain listed as a previous WELL or IWBI advisor following the end of Advisor's Term; provided, however, that IWBI may remove Advisor's information from the WELL advisory directory in the event of early termination of this Agreement.

Advisor may reference its role as a WELL or IWBI advisor, as applicable, so long as it adheres to guidance provided by IWBI including the Marketing & Branding Guidelines for WELL advisors, which is incorporated herein by reference and will be made available to Advisor. Any other use of IWBI or any of its affiliates' name, trademark or logo requires IWBI's prior written consent. Other than as explicitly permitted herein, neither Party may use the name, logo, or trademark of the other Party without the other Party's prior written consent.

**5 TERM AND TERMINATION.** The term of this Agreement begins on the Effective Date and shall automatically terminate on the earlier of (i) the date provided in the applicable scope of work or (ii) the termination of this Agreement by either Party in accordance with the terms of this Section 5 (the "Term"). Either Party may terminate this Agreement at any time, for any reason whatsoever, or no reason, by providing two (2) days' written notice to the other Party. Additionally, this Agreement may be terminated by either Party in the event of any material breach by the other Party, effective immediately upon the giving of written notice to the other Party. It is expressly understood and agreed that the Parties' respective obligations under this Agreement in Sections 2 through 15 shall survive any termination of this Agreement.

#### **6. REPRESENTATIONS AND WARRANTIES.**

6.1 The Parties represent and warrant that they have 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 no rights granted by a Party to the other Party or its affiliates pursuant to this Agreement are in violation of any other agreement.

6.2 Advisor hereby warrants and represents that Advisor has the right to provide all information provided to IWBI by Advisor or on Advisor's behalf, and to otherwise grant the rights granted under this Agreement; and also represents and warrants that any Feedback that Advisor submits to IWBI does not infringe or misappropriate the intellectual property rights of any third party.

#### **7. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

7.1 IWBI does not make any (and hereby disclaims, 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, merchantability or fitness for a particular purpose, with respect to any draft or nonpublic materials provided herein. While the strategies in the WELL Building Standard, WELL Community Standard, WELL Health-Safety Rating and other IWBI products, resources and offerings are designed to support health and well-being, an individual's health and well-being are determined by a number of factors particular to that individual, and achievement of WELL Certification or any other award available under

IWBI programs and offerings does not in any way guarantee, represent or warrant that the individuals in a space or organization will be healthy or healthier, and achievement of WELL Certification or any other award from IWBI does not in any way guarantee that a space will be free from bacteria, viruses, allergens, volatile organic compound or other pathogens.

7.2 Without limiting the broad scope of this Section 7, Advisor agrees and acknowledges that IWBI does not make any representation or warranty that it will finalize or make public any draft documents or other nonpublic materials provided to Advisor or any portion thereof. IWBI may discontinue evaluation and use of the materials provided herein, any subset thereof, or any similar program it may hereafter offer at any time, for any reason or no reason at all. In no event shall IWBI be liable to Advisor for damages of any kind due to Advisor's participation in the WELL advisory program, including but not limited to incidental, consequential, indirect, special or punitive damages whether based on warranty, contract, tort, or any other legal theory, and whether or not advised of the possibility of such damages.

**8. NOTICES.** Any notice or other communication required or which may be given hereunder shall be in writing and shall be: (i) delivered personally; or (ii) delivered by facsimile transmission with confirmation of successful transmission, or (iii) delivered by nationally-recognized express courier service for overnight delivery. Notice shall be deemed given when delivered personally, or three (3) business days after the date sent if sent by express courier, or ten (10) business days after the date of mailing, if sent by mail. In all cases, notice shall be addressed as follows, or as otherwise designated by the receiving Party by notice duly given in accordance with the provisions hereof:

If to IWBI: International WELL Building Institute pbc  
220 Fifth Avenue, 8<sup>th</sup> Floor  
New York, NY 10001

Attn: Legal Department; [legal@wellcertified.com](mailto:legal@wellcertified.com)

If to Advisor: The email address submitted with Advisor's application for the WELL advisory

**9. GOVERNING LAW AND CHOICE OF FORUM.** This Agreement shall be governed by and construed in accordance with the 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. Any dispute, claim or controversy between or among the parties hereto arising out of or in any way related to this Agreement shall be submitted for resolution before, and each party expressly and irrevocably consents to the exclusive jurisdiction and venue of, the state and/or federal courts located in the City, County and State of New York. Advisor waives all defenses and arguments that these courts constitute an inconvenient forum or any similar objection.

**THE PARTIES AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR PROCEEDINGS ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.**

**10. ABSENSE OF ENDORSEMENT.** This Agreement or the existence of this Agreement shall in no way be construed as an understanding that IWBI shall recommend, endorse or sponsor Advisor, Advisor's organization or any of its services or products to any IWBI customers. Advisor shall not advertise its role under this Agreement in any manner that could be construed as misleading or that otherwise violates the Marketing & Branding Guidelines for WELL advisors or any other IWBI Branding Guidelines made available to Advisor. All public references Advisor may make with regard to its role as a WELL or IWBI advisor under this Agreement shall be in accordance with the Marketing & Branding Guidelines for WELL advisors.

**11. 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. Advisor agrees that Advisor will not hold itself out as, an agent, affiliate, legal representative, joint-venturer, partner, employee or servant of any IWBI Indemnitee for any purpose whatsoever.

**12. MISCELLANEOUS.** Neither Party shall assign this Agreement without the prior written consent of the other Party and any purported assignment in violation of this Agreement shall be null and void. This Agreement constitutes the entire Agreement between the Parties hereto pertaining to the subject matter hereof and there shall be no additions to or changes in the provisions hereof, nor any representations with respect to the subject matter hereof, except as shall be in writing signed by the Party to be charged therewith. No waiver of any of the rights or obligations hereunder shall be valid except as shall be in writing signed by the Party to be charged therewith. In the event any provision or clause of this Agreement shall be determined by a court of competent jurisdiction, to be invalid or otherwise unenforceable for any reason, the same shall be severed from this agreement and the remainder of this Agreement shall continue in full force and effect in accordance with its terms. This Agreement is non-exclusive. This Agreement may be executed by acceptance to these online terms and conditions and may be executed in counterpart and/or by facsimile or email transmission.

*[Advisor]*

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_



