

## Terms and Conditions for ILFI Technical Advisory Group Members

We are pleased that the individual completing the International Living Future Institute (ILFI) Technical Advisory Group (TAG) application and accepting these terms (TAG Member) has agreed to join one of the advisory groups of ILFI. TAG Member and ILFI are referred to in this Agreement individually as a “Party” or collectively as, the “Parties”). Please accept this ILFI Technical Advisory Group terms and conditions (the “Agreement”), which is effective as of the date it is accepted by TAG Member as indicated above (the “Effective Date”) and which sets forth the terms and conditions of TAG Member’s relationship with ILFI.

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. ILFI TECHNICAL ADVISORY GROUP PROGRAM.

ILFI TAGs consist of leading subject matter experts, including researchers and practitioners across various fields of building design and building science, healthy materials, energy and carbon, Diversity, Equity, & Inclusion, (DEI), and more. The TAGs are dedicated to the continuous development and ongoing implementation of ILFI’s programs and help ensure that ILFI aligns with the latest research, meets user needs, and raises the bar for healthy, high-performing buildings and communities around the world. The ILFI TAG program and the role of the TAG Members are further described in the ILFI Technical Advisory Group Overview and the Scope of Work pertaining to each TAG, which will be made available to TAG Member.

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

## 2. CONFIDENTIAL INFORMATION.

2.1 At no time, either during the term of this Agreement or at any time thereafter, shall TAG Member 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 ILFI. "Confidential Information" means any information that ILFI provides or has provided to TAG Member (in such capacity, the "Receiving Party") in connection with TAG Member's scope or materials provided in connection with TAG Member's participation in the ILFI Technical Advisory Group. For the avoidance of doubt, all prior and current versions of the materials provided by ILFI shall be deemed and treated as Confidential Information of ILFI. In addition, all materials that may be provided by TAG Member to ILFI in connection with the ILFI Technical Advisory Group shall be deemed and treated as Confidential Information of ILFI. TAG Member may, for purposes of fulfilling its obligations and completing its duties under this Agreement, share portions of the Confidential Information with TAG Member's colleagues within TAG Member's organization as needed for TAG Member to fulfill its obligations under this Agreement, provided that TAG Member informs such colleague(s) of the confidential nature of the Confidential Information, colleague(s) is subject to nondisclosure obligations, and TAG Member remains responsible for ensuring that such TAG Member'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 ILFI's request. Confidential Information shall not include information which: (i) was in the TAG Member's possession before receipt from ILFI; or (ii) is or becomes a matter of public knowledge other than through disclosure by the TAG Member; or (iii) is lawfully obtained by TAG Member from a third party, which source is not itself bound by a confidentiality agreement or other obligation of secrecy with ILFI or any of its affiliates; or (iv) is independently developed by TAG Member without the 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 TAG Member is requested in any court of governmental proceeding, or required in connection with any court or governmental filing, to disclose any Confidential Information of ILFI, it shall give ILFI 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 TAG Member) so that ILFI may seek an appropriate protective order. If TAG Member is, nonetheless, compelled to disclose any Confidential Information of ILFI, 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 TAG Member 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 goodwill 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.

TAG Member acknowledges and agrees that ILFI intends to use learnings from the ILFI TAG 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, TAG Member hereby grants to ILFI a royalty-free, perpetual, non-terminable, transferable, sub-licensable, worldwide, and unlimited license to ILFI to use, publicly display, publicly perform, reproduce, modify and distribute any suggestions, recommendations, proposed modifications, content, materials, and other feedback TAG Member 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 ILFI Technical Advisory Group or this Agreement for any purpose, including but not limited to, develop, enhance or otherwise revise ILFI, or any other guidelines, resources or materials or any other ILFI offerings or programs. TAG Member agrees and acknowledges that ILFI may, but is not obligated to, use any Feedback TAG Member may submit, contribute to, or collaborate on and that TAG Member will receive no compensation for submission, contribution, or use of any or all of such Feedback. TAG Member agrees to enter into, complete, and provide to ILFI 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 TAG Member's participation in the applicable Technical Advisory Group and TAG Member's role in supporting ILFI's development of ILFI Standards or other programs or initiatives, as applicable. By completing TAG Member's application and accepting this Agreement, TAG Member hereby consents to ILFI including TAG Member's name, title, and company, headshot (optional), on a directory of current and previous ILFI TAG Members on ILFI's website, and TAG Member agrees to be included among the list of TAG Members in any articles, press releases or similar marketing materials ILFI may produce or distribute related to the ILFI TAGs. For clarity, such consent includes consent to remain listed as a previous ILFI TAG Member following the end of TAG Member's Term; provided, however, that ILFI may remove TAG Member's information from the ILFI Technical Advisory Group directory in the event of early termination of this Agreement. TAG Member may

reference its role as an ILFI TAG Member, as applicable, so long as it adheres to guidance provided in the ILFI Branding Guidelines document, which is incorporated herein by reference and will be made available to TAG Member. Any other use of ILFI or any of its affiliates' name, trademark, or logo requires ILFI'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 TAG Member hereby warrants and represents that TAG Member has the right to provide all information provided to ILFI by TAG Member or on TAG Member's behalf, and to otherwise grant the rights granted under this Agreement; and also represents and warrants that any Feedback that TAG Member submits to ILFI does not infringe or misappropriate the intellectual property rights of any third party.

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

7.1 ILFI 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.

7.2 Without limiting the broad scope of this Section 7, TAG Member agrees and acknowledges that ILFI does not make any representation or warranty that it will finalize or make public any draft documents or other nonpublic materials provided to TAG Member or any portion thereof. ILFI 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 ILFI be liable to TAG Member for damages of any kind due to TAG Member's participation in the ILFI TAG 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 ILFI: International Living Future Institute 1501 East Madison Street Suite 150, Seattle WA, 98122  
Attn: Legal Department; info@living-future.org

If to TAG Member: The email address submitted with TAG Member's application for the ILFI Technical Advisory Group

## 9. GOVERNING LAW AND CHOICE OF FORUM.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington 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 the State of Washington. TAG Member 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. ABSENCE OF ENDORSEMENT.

This Agreement or the existence of this Agreement shall in no way be construed as an understanding that ILFI shall recommend, endorse or sponsor TAG Member, TAG Member's organization, or any of its services or products to any ILFI customers. TAG Member shall not advertise its role under this Agreement in any manner that could be construed as misleading or that otherwise violates the ILFI Branding Guidelines document or any other ILFI Branding Guidelines made available to TAG Member. All public references TAG Member may make with regard to its role as an ILFI TAG Member under this Agreement shall be in accordance with the Marketing & Branding Guidelines for ILFI TAG Members.

## 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. TAG Member agrees that TAG Member will not hold itself out as, an agent, affiliate, legal representative, joint-venturer, partner, employee, or servant of any ILFI 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.

[TAG Member]

By:
Name:
Email Address:
Date: