

## ARC SERVICES AGREEMENT

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

This Arc Services Agreement (“**Agreement**”) is entered into by and between Green Business Certification, Inc. (“**GBCI**” or “**We**” or “**Us**”) and the entity executing this Agreement (“**You**” or “**Your**”) and constitutes a binding agreement between GBCI and You (each, individually, a “**Party**” and together the “**Parties**”).

- 1. ARC SERVICES.** Arc allows You to: submit and store operational information about Your real and personal property (Your “**Project**”); review key performance measures relating to Your Project; compare performance metrics from Your Project to other similarly situated projects (resulting in an “**Arc Performance Score**”); and receive relevant updates from GBCI. Under this Agreement, these Arc services constitute the “**Program.**” GBCI delivers the Program primarily through a website and other technological means (the “**Platform**”). GBCI offers additional services including Arc Essentials, Arc Performance Certificates, Financial Analysis, Efficiency Analysis, Climate Risk, Play to Zero, and Arc Re-Entry (“**Premium Services**”), as described at [www.arc.gbci.org](http://www.arc.gbci.org) or as otherwise provided by GBCI to You. Unless expressly provided otherwise in this Agreement, the Program, Platform, and Premium Services are managed and operated by GBCI, its licensees and its 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 Project.
  
- 2. PLATFORM AVAILABILITY.** The Platform is expected to be generally available to You twenty-four hours a day, seven days a week, other than when unavailable for maintenance. However, GBCI does not guarantee the availability of the Platform or that access to the Platform will be uninterrupted or error free. GBCI reserves the right to interrupt, limit, or suspend functions on the Platform from time to time for purposes of maintenance, upgrades, modifications, or similar reasons. You understand and agree that GBCI may upgrade or otherwise modify the Platform at any time in its reasonable discretion. Further, while GBCI takes reasonable efforts to ensure the functionality of the Platform, the Program may contain programming or calculation or other errors, including errors that could result in the interruption of services or loss of data or potentially cause an incorrect score to be displayed. You agree that GBCI is not liable to You or any other third party for any such errors.
  
- 3. FEES**

  - 3.1 Free Program and Platform. Currently GBCI does not charge a fee to use the Program or Platform. In the future, GBCI may choose to charge for those services. In that event, GBCI will give You no less than ninety (90) days’ notice of such fees and

will allow You to remove any information You have submitted to GBCI within that period.

3.2 Fee for Premium Services. GBCI charges fees for certain Premium Services as provided through the fee schedule available at [www.arc.gbci.org](http://www.arc.gbci.org) or otherwise provided by GBCI. If you choose to utilize a Premium Service, GBCI will invoice You for all applicable Fees as they are incurred. All Fees must be paid to GBCI within thirty (30) calendar days of the date of the applicable invoice. GBCI will collect, and You hereby agree to pay, any and all applicable sales or use taxes required by law. You hereby represent and warrant that You have fully reviewed and understand the fee schedule. If you purchase a Premium Service with a credit card, Your service will renew one year following that purchase and Your credit card will be charged to renew the service for the following year at the rates then in effect. You may cancel the renewal at any time by navigating to the Subscription tab and selecting "Cancel." Following that cancellation, the Premium Service will remain available to You until the end of the service period then underway.

#### 4. PROJECT INFORMATION

4.1 License to Use for Purpose of Providing a Score. For GBCI to award an Arc Performance Score for Your Project, You must submit operational performance information to GBCI ("**Project Information**"). You hereby grant GBCI, and contractors and Affiliates of GBCI (which, for all purposes of this Agreement, shall include the U.S. Green Building Council), a perpetual, non-exclusive, royalty-free, fully paid-up license to access, view, and otherwise use all Project Information submitted to GBCI, including all copyrighted materials, tradenames and other proprietary information, solely for the limited purposes GBCI awarding You an Arc Performance Score.

4.2 "Public" Project. Unless You affirmatively select the option for Your Project to be "Private" under Section 4.3, Your Project will be considered a "public" project and may be selected, based on its high performance, to be showcased on the Arc website. Otherwise, GBCI shall not distribute or publish any information You provide to us about Your Project without Your express written permission except to GBCI's employees, agents, representatives, and subcontractors for the purpose of assessing the relevant Project. You authorize GBCI to publicly share the identity of Your Project and the Arc Performance Score if Your Project receives an Arc Performance Score of over ninety (90) to recognize the high performance of Your Project, and other achievements relating to Your Project's operational performance as demonstrated in the Program.

- 4.3 “Private” Project. You may choose to opt out of allowing Your Arc Performance Score to be publicly disclosed by electing to remain “private.” While your Project is a “private project”, You agree that You will not market or allow Your Project to be represented to the general public as having participated in the Program and no intellectual property including the Marks may be utilized or displayed in relation to the Project. You may change the privacy setting for a Project from private to public at any time (however, once you elect “public,” you may not thereafter elect “private”). Notwithstanding any of the above, if GBCI determines in its reasonable discretion that despite Your election to be “private,” the Arc Performance Score of Your Project has been/is held out to the public as having been scored in Arc, You agree that You have deemed Your Project to be a Public Project.
- 4.4 Arc Performance Certificates. You may request Arc Performance Certificates from GBCI to serve as confirmation of Your Arc Performance Score(s). While GBCI will not display Your Arc Performance Scores except as described in Section 4.2, GBCI reserves the right to confirm the accuracy of Your Arc Performance Score(s) provided on an Arc Performance Certificate if a third party seeks such a confirmation.
- 4.5 License to Aggregated, Non-Identifying Information. Whether or not You elect for Your Project to be private, You hereby confer the right to GBCI and GBCI’s Affiliates to access the information and to publish, display and exploit the Project Information only in aggregated, anonymized and nonidentifying form (the “**Aggregated Project Information**”) to, among other purposes, educate and provide resources for the relevant project teams and others, showcase project strategies and promote the Program.
- 4.6 License for Internal Use. You agree that GBCI and GBCI’s Affiliates may make internal use of any anonymized Project Information submitted to GBCI, including, and not limited to Your Project Information.
- 4.7 No Public Endorsement. Each Party to this Agreement agrees that it shall not furnish any company logo, trademark (except tradename to identify the Project(s)) or proprietary information of the other Party or Affiliate in any press release, testimonial, quotations, case study, or endorsement without the other Party’s prior written consent (which may be withheld in either Party’s absolute discretion).
- 4.8 Disclosure When Legally Compelled. Nothing in this Agreement shall prevent GBCI or GBCI’s affiliates from disclosing information, including where legally compelled to do. Unless prohibited by law, GBCI will provide prompt notice of any compelled disclosure to give You an opportunity to limit or prevent such disclosure at Your sole expense. Without limitation, GBCI and/or GBCI’s Affiliates may disclose Project

Information if such disclosure, in Our reasonable discretion, is deemed to be in the interest of public safety.

4.9 Classified Information. Neither GBCI nor GBCI's Affiliates agree to receive sensitive information legally restricted to be accessed or viewed by particular classes of people ("**Classified Information**"). You agree not to submit any Classified Information. By submitting information to GBCI, You also represent that such information is not controlled for export under the International Traffic in Arms Regulations, 22 C.F.R. Part 120 et seq., or the Export Administration Regulations, 15 C.F.R. Part 730 et seq.

## 5. TRADEMARKS

5.1 GBCI Trademarks. GBCI owns, and/or has license to, worldwide, all right, title and interest in and to several proprietary trademarks, service marks, certification marks, logos, trade dress, and other graphic images, including, but not limited to the marks listed in the GBCI Trademark Policy (collectively, the "**Marks**"). The Marks constitute valuable intellectual property owned by GBCI and its licensors and are protected by law. You acknowledge and agree that any unauthorized use of the Marks constitutes both intellectual property infringement and a material breach of this Agreement. GBCI may, from time to time, acquire new Marks and they are incorporated by reference herein. Their lack of specific inclusion in this Agreement does not invalidate GBCI's ownership of the associated intellectual property rights. You agree to check for any updated GBCI Marks and that this Agreement covers Your use of any such Marks. GBCI may or will have submitted trademark applications or obtained registrations for some or all of the Marks in several jurisdictions worldwide. You acknowledge that GBCI is the owner of all right, title and interest in and to each of the Marks worldwide superior to You, in every jurisdiction pursuant to applicable statutes, common law or otherwise, regardless of whether each Mark has been applied for or registered in each jurisdiction. You acknowledge and agree that 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.

5.2 Use of Marks. In connection with all use of the Marks as set forth herein, You agree to use the Marks in accordance with all applicable laws, rules and regulations, and You will comply at all times with the GBCI "**Trademark Usage Policy**", and as may be updated from time to time (available at [https://www.gbc.org/sites/default/files/GBCI\\_Trademark-Guide.pdf](https://www.gbc.org/sites/default/files/GBCI_Trademark-Guide.pdf)), and any other related policies associated with the use of the Marks as provided by GBCI in writing to You.

5.3 Reservation of Rights. All rights not expressly granted herein are reserved by GBCI, and no license is granted hereunder for the use of any of the Marks for any purpose beyond the uses set forth in this Section, or to any other intellectual property of GBCI or its licensors. 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.

5.4 Injunctive Relief. You acknowledge that the Marks and the goodwill associated therewith possess special, unique and extraordinary characteristics, which make difficult the assessment of monetary damages that GBCI would sustain as a result of Your unauthorized use of the Marks. You recognize that GBCI would suffer irreparable injury by such unauthorized use and agree that injunctive and other equitable relief is appropriate in the event of a material breach by You of any of the terms of this Section. Such remedy shall not be exclusive of any other remedies available to GBCI.

## 6. TERM AND TERMINATION

6.1 Term. This Agreement is effective upon You selecting "I AGREE" in response to the website prompt presented to You and remains in effect until terminated or until GBCI discontinues the Program and/or Platform.

6.2 Termination.

6.2.1 You or GBCI may terminate this Agreement in whole or in part at any time upon thirty (30) days' written notice.

6.2.2 This Agreement shall terminate immediately if You breach Your obligations under this Agreement and receive notification from GBCI of such breach. Such breach of obligations shall include, without limitation, Your failure to pay any Fees invoiced (if applicable), Your misuse of any Marks or other intellectual property held by GBCI or its Affiliates, and any misstatement, whether intentionally or unintentionally made, in the Project Information that You submit.

6.2.3 This Agreement will immediately and automatically terminate in full to the extent You sell, transfer, or assign any right or delegate any responsibilities under this Agreement, or otherwise dispose of all or

substantially all of Your interest in the Project, unless the recipient of such interest agrees to assume Your obligations as a Party to this Agreement by submitting GBCI's "Change of Owner" form to GBCI (available at: <https://www.gbci.org/sites/default/files/change-of-owner.pdf>). Such completed form shall be emailed to [legal@gbci.org](mailto:legal@gbci.org)

- 6.2.4 Further, you may terminate for any reason, without penalty, within 48 hours of selecting any Premium Service for which a fee is due to receive a full refund if you have not used the service. No refund will be issued for termination beyond 48 hours or where services have been used.
- 6.2.5 You acknowledge that GBCI has established prestige and goodwill in the Program and the Marks, which are well recognized in the minds of the public throughout the world. You agree that if You use the Marks in any manner that could or does disparage, tarnish or dilute the distinctive quality of the Marks or the reputation and goodwill embodied in the Marks, or which would reflect adversely on the Marks, GBCI, the GBCI Affiliates and/or the Program, in GBCI's reasonable discretion, then at the time of any such act or at any time after GBCI learns of any such act, GBCI will have the right, at its sole option, to terminate this Agreement by written notice to You.
- 6.2.6 Upon termination, Your access to the Platform, Program, and, if applicable, to the Premium Services, will end, and GBCI may, in its reasonable discretion, delete any information You submitted.
- 6.2.7 Upon termination, all of Your rights to use the Marks granted herein will terminate and You must immediately discontinue all use and display of the Marks.
- 6.2.8 Upon termination, all Fees owed by You as of the effective date of such termination must be paid in full within thirty (30) days. There shall be no refund of any fees paid or owed under this Agreement.

6.3 Duties After Termination. After termination of this Agreement, Sections 5, 6, and 9-20 shall continue in force and effect.

## **7. REPRESENTATIONS AND WARRANTIES**

7.1 Authority to Contract. Each Party hereby warrants and represents that: it 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; it has taken all necessary action required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and no rights granted by one Party to the other pursuant to this Agreement are in violation of any other agreement.

7.2 Authority and Warranty. You represent that You have the right to provide all information that You provide to GBCI. The Project Information You submit to GBCI is and will be to the best of Your knowledge 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.

**8. DISCLAIMER OF OTHER WARRANTIES.** Other than as provided in Section 7, GBCI makes no (and GBCI hereby disclaims, to the greatest extent allowed by law, any and all) representations and warranties, 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 the Program. GBCI explicitly disclaims any and all liability arising from Your use of the Program, Platform, or Premium Services. Without limiting the broad scope of this Section, You agree and acknowledge the following.

8.1 The Program and Premium Services are intended to educate and assist Project owners in their efforts create healthier, more resilient, and sustainable properties, including but not limited to, new and existing buildings, parking lots and sites, and to minimize waste, and nothing therein should be considered, or used as a substitute for, medical advice, diagnosis or treatment. GBCI's service does not constitute the practice of engineering, financial advice, or legal advice. Scoring offered by the Program is not a guarantee of structural stability or energy savings.

8.2 Any scoring or other recognition awarded in the Program does not mean that GBCI endorses, verifies or agrees with any Project Information that has been provided or represented to GBCI.

8.3 Except as expressly set out otherwise herein, GBCI makes no representation or warranty whatsoever with respect to the validity or strength of any of the Marks, or any other intellectual property that GBCI owns or uses. In the event that any of the Marks is abandoned, cancelled or otherwise determined or claimed to be invalid, or becomes the subject of any challenge, You shall not be entitled, and hereby waive and surrender any and all rights, to advance any claims against GBCI, that may arise from the same, or to otherwise seek or obtain any resulting damages, including, without limitation, any refund of fees paid, due or owing under this Agreement.

8.4 GBCI makes no representation or warranty that it will continue any service described in this Agreement for any definite period of time. GBCI may discontinue the Program, Platform, Premium Services, any subset thereof, or any similar program it may hereafter offer at any time (including but not limited to pilot programs), for any reason or no reason at all; provided, however that GBCI shall endeavor to give You reasonable notice. In the event of such discontinuation, You shall not be entitled, and hereby waive and surrender any and all rights, to advance any claims that may arise from the same, or to otherwise seek or obtain any resulting damages, including, without limitation, any refund or fees paid, due or owing under this Agreement.

**9. LIMITATION OF LIABILITY.** Except as otherwise required by law, in no event shall GBCI or GBCI Affiliates be liable to You or any third party, with respect to any and all claims for any direct, special, indirect, incidental, punitive, or consequential damages, including damages or costs due to loss of profits, tax credits, economic benefits, data, loss of goodwill, or personal or other property damage regarding this Agreement or resulting from or in connection with the performance of this Agreement, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if You have been notified of the likelihood of such damages occurring.

**10. MODIFICATION OF TERMS.** Except as otherwise provided herein, GBCI may change any of the Program policies or guidelines (including, without limitation, the Fee Schedule and the Trademark Usage Policy) at any time in its reasonable discretion. Your continued use of the Program and Platform and/or Your ongoing use of the Marks constitutes Your irrevocable acceptance of all such changes, and the legal amendment of this Agreement.

**11. FORCE MAJEURE.** Neither Party shall be liable to the other Party for inadequate or nonperformance to the extent caused by any Force Majeure Event, which wholly or partially prevents or delays the performance of any of the duties, responsibilities or obligations of such Party. As used herein, the term "Force Majeure Event" shall mean any act, event or condition (except, in each case, for the payment of money) that is beyond the reasonable control of a Party, including, but not limited to, an act of God; an act of the public enemy; civil disturbance or unrest; injunctions; lightning; fire, explosion or other serious casualty; water damage; terrorist attack (or threats thereof); epidemics; strike, lock-out or labor dispute (without regard to the reasonableness of any Party's demands or any Party's ability to satisfy such demands); accident or sabotage; unusually severe weather (including hurricane, earthquake, tornado, landslide or flood); war (whether declared or not) or threats thereof; blockades; embargoes; change in Law; or shortages or failures of sources of labor, material, energy, fuel, water, other vital utility, equipment or transportation. Either Party may choose to terminate this Agreement if a Force Majeure Event lasts for a period of thirty (30) days or more. In such event, all prepaid fees for services not yet rendered shall be returned (such calculation to be made by GBCI, in GBCI's reasonable discretion).



**12. NOTICES.** GBCI expects to be in regular communication with You regarding Your participation in the Program. Such communications will occur via email. Notices required by this Agreement must be communicated as follows:

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

12.2 Notices to GBCI. You must provide written notice to GBCI by email with delivery confirmation. Such communications shall be effective when actually received and must be addressed to legal@gbci.org, with the subject line reading "LEGAL NOTICE" with the name and id # of Your Project.

### **13. DISPUTE RESOLUTION**

13.1 Notice. If a dispute arises from or relates to this Agreement, each Party agrees to provide to the other Party written notice in accordance with Section 13 within thirty (30) calendar days after the occurrence of each such act or omission, describing with reasonable detail (i) the act and/or omission; (ii) how it was damaging; and (iii) a reasonable estimate of the amount of monetary damages suffered.

13.2 Mediation. In the event of any controversy, claim or dispute arising out of or relating to this Agreement, or a material breach thereof (each such event, a "Dispute") the parties hereto agree to seek to resolve the dispute through open and good faith discussions in the first instance. If the Dispute cannot be resolved through these discussions, the Parties will make a good faith effort to settle the dispute by mediation, administered by the American Arbitration Association ("AAA") under its Mediation Rules.

13.3 Arbitration. If settlement is not reached within sixty (60) calendar days after service of a written demand for mediation, such Dispute shall be finally resolved under the Rules of Arbitration of the AAA (the "Rules") by one (1) arbitrator mutually appointed by the Parties. If the Parties fail to mutually agree, they may then appoint three (3) arbitrators in accordance with the Rules (each such arbitration, an "Arbitration"). Each Arbitration will be conducted in English and all foreign language documents shall be submitted in the original language and, if so requested by any arbitrator or Party, shall also be accompanied by a translation into English. The place

of arbitration, and the location for all hearings and meetings in an Arbitration, shall be in Washington, D.C., which location cannot be changed, and any Arbitration may be initiated by either Party in accordance with the Rules. For each Arbitration, the governing law shall be the law of Washington, D.C. without reference to the conflict of laws provisions of that state. Each Party shall present its case in a pre-hearing memorandum accompanied by all of its evidence in support of its position. The arbitrators in any Arbitration shall enforce, and not modify, the terms of this Agreement. The award or decision of the arbitrators shall be final and binding on each party and its respective successors and assigns, and judgment may be entered thereupon and enforced in any court of competent jurisdiction. All costs and expenses of any Arbitration, including reasonable attorneys' fees and expenses and the administrative and arbitrator fees and expenses, shall be borne by the Parties as determined by the arbitrators.

13.4 Injunctive Relief. Notwithstanding the foregoing, nothing in this Section shall be construed as limiting the right of a Party to seek, at any time, in the state and/or federal court located in Washington, D.C., an injunction or other temporary, preliminary or permanent equitable relief (including to maintain the status quo or preserve the subject matter of the arbitration) with respect to any actual or threatened material breach of this Agreement or otherwise, to prevent or avoid irreparable harm. Each Party hereby expressly and irrevocably consents to the exclusive jurisdiction and venue of such courts located in Washington, D.C., and waives all defenses and arguments that these courts constitute an Inconvenient forum and other similar objections. **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.**

13.5 Continued Performance. It is understood and acknowledged that during the pendency of a Dispute, all of the terms and conditions of this Agreement shall remain in effect and the parties shall continue to perform all of their respective obligations hereunder unless either Party terminates this Agreement as provided by this Agreement.

13.6 Confidentiality. Except to the limited extent necessary to comply with any applicable law, legal process, or a court order or to enforce a final settlement agreement or secure enforcement of the arbitrators' award, the parties agree that the existence, terms and content of any Arbitration, all information and documents disclosed in any Arbitration or evidencing any arbitration results, award, judgment or settlement, or the performance thereof, and any allegations, statements and admissions made or positions taken by either Party in any Arbitration shall be treated and maintained in confidence and are not intended to be used or disclosed for any other purpose or in any other forum.

13.7 **Nondisparagement**. The Parties agree that during the pendency of a Dispute neither Party will publicly or privately disparage the other Party in any way, make or give any comments, statements, or opinions that may be harmful to the goodwill and reputation of the other Party, or directly or indirectly cause or encourage the making of such comments, statements, or opinions, or the taking of such actions, by anyone else. For the purposes of this Agreement, the term “disparage” includes, without limitation, comments or statements to the press and/or media, or to any individual or entity with whom the applicable Party has a business or personal relationship that would adversely affect in any manner (i) the conduct of the business of the Party; (ii) the business reputation of the Party; or (iii) the reputation of GBCI.

**14. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Washington D.C., without regard to its conflicts of law rules.

**15. 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.

**16. THIRD PARTIES AND ASSIGNMENT OF RIGHTS.** Nothing in this Agreement shall be deemed to confer any benefit or rights on or to any person or entity other than You and GBCI; provided however, that the GBCI Affiliates shall be intended third-party beneficiaries to this Agreement. GBCI reserves the right to assign and/or delegate any or all of its rights and/or obligations in its reasonable discretion, including, and without limitation, the right to subcontract the performance of any services under or related to this Agreement. Any unauthorized assignment or delegation shall be null and void.

**17. 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 entity 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.

**18. GOVERNMENT ENTITIES.** If You are a Government Entity (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.

**19. ANTICORRUPTION/OFAC.** Each Party agrees that, in performing its duties hereunder, it shall not directly or indirectly, promise, offer or give anything of value to any "Covered Person" (as defined below) for the purpose of influencing any act or decision of such Covered Person, including a decision to do or omit to do any act in violation of the duties of such Covered Person, or inducing such Covered Person to use his or her influence with any other person or entity of any kind whatsoever to improperly affect or influence any act or decision of such person or entity, in order to assist You or GBCI to obtain or retain business, directing business to any person or obtaining any improper advantage.

For purposes hereof, the term "Covered Person" shall mean any of the following: (i) an officer, employee, agent or representative of any government (including any department, agency, instrumentality or subdivision thereof); (ii) an officer, employee, agent or representative of any public international organization; (iii) an officer, director, employee, agent or representative of an entity owned or controlled, in whole or in part, by any government (including any department, agency, instrumentality or subdivision thereof); (iv) a person acting in an official capacity on behalf of any of the persons or entities listed in (i) through (iii) above; (v) a political party, an official of a political party or a candidate for political office; (vi) any officer, director, employee or agent of a private commercial entity in a position to render, supervise or influence procurement decisions of that private commercial entity with respect to purchases from, or sales to, You or GBCI; and (vii) any first, second or third degree family relative of any of the persons listed in (i) through (vi) above.

GBCI and You 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.

**20. EXECUTION.** By selecting the button below marked "I AGREE", You hereby agree to the terms, conditions and provisions represented in this Agreement. You acknowledge that You have read and understood this Agreement and all referenced materials whether by url or otherwise set forth in this Agreement, and that You have been provided the opportunity to maintain a record of this Agreement and all referenced materials. Further, You understand that by agreeing to these terms You will be bound to a legally enforceable contract no different than a contract expressed on paper and physically signed by You. To the extent You accept this Agreement as described herein, GBCI shall maintain an electronic record of this Agreement which You may request to review and download at any time.