

June 4, 2020

## AGREEMENT FOR GSUSA CERTIFICATION BY WOMEN IN GOVERNANCE USA LIMITED

THIS AGREEMENT (“**Agreement**”) is entered into by and between Women in Governance USA Limited (“**WiG**”) and the entity signing this Agreement as Participant (“**Participant**”). WiG and Participant hereby agree as follows.

### 1. GENERAL.

(a) Participant is committed to gender equality in its governance, hiring and other practices. In furtherance of that commitment, Participant is applying to WiG for gender parity evaluation to obtain a possible GSUSA gender parity certification (“**GSUSA Certification**”). This Agreement governs the terms of such process by which Participant is seeking GSUSA Certification and contains various agreements by Participant (including various restrictions and obligations also relating to any of Participant’s U.S. Subsidiaries, as defined in Section 2 below) regarding among other matters the use of WiG’s GSUSA gender parity certification questionnaire that solicits information from Participant, the use by Participant of any GSUSA gender parity certification level (“**GSUSA Parity Certification Level**”) and related seals or other GSUSA-branded items (such as the GSUSA Certification logo), protection of WiG intellectual property, protection of GSUSA intellectual property and other matters.

(b) Girl Scouts of the USA (“**GSUSA**”) is an intended third-party beneficiary of this Agreement and of the agreements, acknowledgements and obligations hereunder of Participant (including various restrictions and obligations also relating to any of Participant’s U.S. Subsidiaries), and GSUSA shall have the same right as a party to enforce all rights and remedies in this Agreement.

### 2. PARTICIPANT.

(a) If Participant does not have any U.S. Subsidiaries (as defined below), then Participant is seeking a GSUSA Parity Certification Level just for Participant. If Schedule 1 to this Agreement shows no entities and states "None", Participant represents that it has no U.S. Subsidiaries as of the effective date hereof. If on October 31 of the Certification Year (as defined in Section 4(a) below), Participant has any U.S. Subsidiaries, then Sections 2(b) through 2(g) below shall apply to Participant, and Participant shall appropriately supplement Schedule 1 as of such date.

(b) If Participant has any U.S. Subsidiaries (as defined below), then Participant is seeking one GSUSA Parity Certification Level for "**Participant's U.S. Group**" which is defined as and consists of (i) Participant together with (ii) all of Participant's U.S. Subsidiaries.

(c) "**U.S. Subsidiaries**" of Participant is defined as and consists of each entity that satisfies both of the following conditions: (i) the entity is organized or formed under the laws of any jurisdiction in the United States and (ii) Participant directly (or indirectly through one or more of Participant's U.S. Subsidiaries) either:

(A) holds a majority of the voting power (or otherwise has the right) to elect or appoint the directors for such entity if the entity is a corporation,

(B) holds the majority of membership interests in such entity if the entity is a limited liability company or

(C) has the right to appoint a majority of the persons who perform functions for such entity similar to the functions of directors, if the entity is not a corporation or a limited liability company.

(d) If Participant has any U.S. Subsidiaries, Schedule 1 to this Agreement contains a list of the full legal names of each of Participant's U.S. Subsidiaries. Participant represents that the list on Schedule 1 is a correct and complete listing of all of Participant's U.S. Subsidiaries. Participant agrees to supplement Schedule 1 through October 31 of the Certification Year (as defined in Section 4(a) below) so that Schedule 1 as so supplemented is correct and complete as of such October 31.

(e) If Participant has any U.S. Subsidiaries, Participant represents and agrees that all information and materials provided by Participant in response to the Questionnaire (defined in Section 3 below) or related inquiries in connection with the GSUSA Certification process shall be responses with respect to and covering the entire Participant's U.S. Group.

(f) If Participant has any U.S. Subsidiaries, Participant shall ensure that each of its U.S. Subsidiaries complies with and does not violate (without relieving Participant of any of its obligations regarding) all obligations and restrictions that apply to any U.S. Subsidiaries as provided in this Agreement.

(g) If Participant has any U.S. Subsidiaries, then for all purposes under this Agreement, when dealing with Participant or Participant's U.S. Group (whether for purposes of giving or receiving notices, receiving information, amending or waiving a provision of this Agreement or otherwise) WiG and GSUSA shall be entitled to deal only with Participant.

### 3. QUESTIONNAIRE.

(a) Conditioned upon Participant's strict compliance with the terms and provisions of this Agreement, WiG grants to Participant, and Participant agrees to, a personal, non-exclusive, non-transferable, non-assignable, limited term, revocable license to use the GSUSA gender parity certification questionnaire made available to Participant by WiG (the "**Questionnaire**," which definition shall also include any revised Questionnaire provided to Participant by WiG) solely for the Questionnaire Permitted Purpose. The "**Questionnaire Permitted Purpose**" is use that is both (A) in connection with providing information to WiG to permit WiG to provide evaluation and assessment services to enable GSUSA to determine whether to assign a GSUSA Parity Certification Level to Participant (or Participant's U.S. Group if any) and (B) solely (x) by Participant and (y) by its U.S. Subsidiaries (if any) and its and their advisers, consultants, representatives or agents that are bound by the confidentiality obligations and restrictions of Section 8 hereof.

(b) Participant (and anyone else referred to in clause (B) of the definition of Questionnaire Permitted Purpose in Section 3(a) hereof) shall use only the most recent Questionnaire made available to Participant by WiG and no other version or variation thereof. It shall be Participant's

responsibility to bear any costs or other consequences of processing, using and responding to any Questionnaire.

(c) Participant acknowledges and agrees that neither WiG nor GSUSA has any obligation whatsoever to Participant or Participant's U.S. Group (if any) to market, install, maintain, update, upgrade, modify or change the Questionnaire or GSUSA Parity Certification Levels. Notwithstanding the foregoing, however, Participant acknowledges and agrees that WiG may from time to time, in WiG's sole discretion, revise or modify the Questionnaire and related algorithms and processes and methods used to determine a GSUSA Parity Certification Level.

#### 4. CERTIFICATION.

(a) All applications for certification with respect to any calendar year (the "**Certification Year**") must be submitted by no later than October 31 of the Certification Year, and all required information (including responses to the Questionnaire and to related inquiries from WiG) in the certification process must be submitted by Participant by December 31 of such year.

(b) Subject to the terms and provisions of this Agreement, Participant or Participant's U.S. Group (if any) may use and disclose its assigned GSUSA Parity Certification Level (if any) and related seals or other GSUSA-branded items (such as the GSUSA Certification logo or marks) included in the package of Certification marketing materials all as described and provided in the then current GSUSA Certification License appearing at <https://www.girlscouts.org/en/adults/fair-play-equal-pay/terms-and-conditions.html>. GSUSA may revise or modify the GSUSA Certification License at any time in its sole discretion by updating the posting at the foregoing link. By signing this Agreement, Participant agrees that it and its U.S. Subsidiaries (if any) shall agree to and adhere to such GSUSA Certification License and are subject to the terms and provisions contained in the GSUSA Certification License as in effect from time to time. It is Participant's and the Participant's U.S. Group's responsibility to check periodically for any changes GSUSA makes to the GSUSA Certification License, but if a revision, in GSUSA's sole discretion, is material, GSUSA shall use reasonable efforts to provide advanced notice of such revision to Participant.

(c) Any information disclosed by or on behalf of Participant (or by any U.S. Subsidiary in Participant's U.S. Group if any) regarding WiG, GSUSA or the GSUSA Certification must either: (i) if it is regarding WiG, use and be consistent with information disclosed on WiG's website, (ii) be expressly permitted under this Section 4 subject to the provisions of this Agreement and of the GSUSA Certification License, (iii) otherwise if it relates to the evaluation process by which it is determined to assign a GSUSA Parity Certification Level, be approved in advance and in writing by WiG and GSUSA or (iv) otherwise if it relates to the GSUSA Parity Certification Level, be approved in advance and in writing by GSUSA.

(d) Participant acknowledges and agrees that it shall have and bear full liability for any loss, liabilities, damage or expense arising from any use, disclosure or distribution of any GSUSA Parity Certification Level by it or any U.S. Subsidiary if any (or on its or their behalf).

(e) Participant acknowledges and agrees that a GSUSA Parity Certification Level (i) constitutes conclusions that are dependent and based on the input provided by or on behalf of Participant and any U.S. Subsidiaries (if any) and (ii) assumes that all of such inputs are correct and complete.

Participant shall provide correct and complete responses (information and documents) to the Questionnaire and to any and all inquiries from WiG or GSUSA.

(f) Any GSUSA Parity Certification Level that is assigned to Participant shall apply only to the particular entity that has signed this Agreement as Participant together with any entity that is a U.S. Subsidiary (if any) of Participant as of October 31 of the Certification Year and listed on Schedule 1. In all cases, the disclosure of any GSUSA Parity Certification Level that is assigned to Participant or Participant's U.S. Group (if any) must not suggest that any other entities (whether or not connected to Participant) are also covered by such GSUSA Parity Certification Level.

(g) A GSUSA Parity Certification Level that is assigned to Participant or to Participant's U.S. Group (if any):

(1) cannot in any manner be transferred to or assumed by any other entity;

(2) shall not apply to any successor (whether by assignment, merger, combination or operation of law) to Participant or to a U.S. Subsidiary (if any) of Participant, unless such successor is Participant or a U.S. Subsidiary listed on Schedule 1;

(3) shall no longer apply to Participant or to Participant's U.S. Group (if any) (i) if Participant no longer exists as the same legal entity as existed on October 31 of the Certification Year (whether because of a merger or combination or other reason) or (ii) if Participant transfers (whether by operation of law or otherwise) all or substantially all of its assets or business to an entity that was not a U.S. Subsidiary of Participant listed on Schedule 1; and

4) shall no longer apply to an entity that met the definition of a "U.S. Subsidiary" of Participant on October 31 of the Certification Year but subsequently no longer meets the definition thereof.

Also, for clarification, where a group of entities operates in different jurisdictions under a similar overall common name but through separate legal entities formed or organized in different jurisdictions, an assigned GSUSA Parity Certification Level applies only to the specific legal entity that is either the Participant or a U.S. Subsidiary (if any) as of October 31 of the Certification Year, and the GSUSA Parity Certification Level shall not be disclosed or used in a way that suggests otherwise.

(h) There may be situations where a Participant or Participant's U.S. Group (if any) has received a GSUSA Parity Certification Level and then after October 31 of such Certification Year (i) an entity that was a U.S. Subsidiary as of such October 31 may subsequently no longer meet the definition of a U.S. Subsidiary if applied as of a later date or (ii) entities that were not U.S. Subsidiaries as of such October 31 may subsequently meet the definition of a U.S. Subsidiary if applied as of a later date. In such situations, after such change (i) such GSUSA Parity Certification Level shall continue to apply to Participant or if such GSUSA Parity Certification Level had been assigned to Participant's U.S. Group and Participant still has any other U.S. Subsidiaries, such GSUSA Parity Certification Level shall continue to apply to Participant's U.S. Group and (ii) such GSUSA Parity Certification Level can be disclosed and used as provided herein, but any such former U.S. Subsidiary or any such entity that subsequently becomes a U.S. Subsidiary is not covered by such GSUSA Parity Certification Level.

(i) If subsequent to assigning a GSUSA Parity Certification Level to Participant or to Participant's U.S. Group (if any), significant facts or circumstances come to the attention of GSUSA that show that at the time of assigning the GSUSA Parity Certification Level or during the calendar year following the Certification Year there was or is conduct occurring or a condition existing at Participant (or in Participant's U.S. Group if any) that was or is materially inconsistent with the GSUSA Parity Certification Level, then GSUSA shall give notice of such circumstance to Participant and after having given such notice, GSUSA shall have the right to revoke any such GSUSA Parity Certification Level, to require that Participant (and all entities in Participant's U.S. Group if any) promptly cease any further use or disclosure of such GSUSA Parity Certification Level and to prohibit Participant (and all entities in Participant's U.S. Group if any) from referring to such revoked GSUSA Parity Certification Level.

5. PROHIBITED USES OF QUESTIONNAIRE AND CERTIFICATION LEVEL.

Except as expressly permitted under this Agreement, Participant shall not (and shall ensure that its U.S. Subsidiaries (if any) shall not) use, share, license, copy, disclose, distribute, access or allow use of or access to the Questionnaire (or any part thereof), any GSUSA Parity Certification Level or any related reports from WiG or GSUSA or other related communications from WiG or GSUSA. Without limiting the generality of the foregoing, Participant shall not (and shall ensure that its U.S. Subsidiaries (if any) shall not) use the Questionnaire, related communications or GSUSA Parity Certification Level (i) as a component of or as a basis for a database, software or service that is prepared or provided for access or distribution to, or for use by, any other person or (ii) to provide any advisory, information, consultancy or other services to any person.

6. CERTIFICATION INTELLECTUAL PROPERTY.

(a) Neither Participant nor any of its U.S. Subsidiaries (if any) has any rights or interests or shall accrue any rights or interests (including, without limitation, copyrights, patent rights, database rights, trademark rights or trade secret rights) in or to the GSUSA Certification marks, logo or seals or the Questionnaire or the Questionnaire's underlying or related databases, computer programs, algorithms, techniques, processes, methods or other know-how or technology used in evaluating or assessing gender parity and in developing or determining a GSUSA Parity Certification Level or by WiG or its affiliates in providing its evaluation and certification services, other services or other materials or, as applicable, by GSUSA in providing certification, or other materials (all of the foregoing collectively, "**Certification Intellectual Property**") except those specific rights expressly granted to Participant in this Agreement or in the GSUSA Certification License. Participant acknowledges and agrees that WiG, GSUSA or their respective affiliates retain all ownership of all Certification Intellectual Property.

(b) Participant shall take reasonable steps to prevent unauthorized use, access, copying or disclosure of the Questionnaire or other Certification Intellectual Property. Neither Participant nor any of its U.S. Subsidiaries (if any) shall contest the validity of Certification Intellectual Property or the rights of WiG, GSUSA or their respective affiliates with respect to Certification Intellectual Property.

(c) Neither Participant nor any of its U.S. Subsidiaries (if any) shall use in any manner whatsoever (and is not obtaining any right or interest in) any WiG or GSUSA name, designation, seal, logo,

symbol, trade name, trademark, service name or service mark or any other Certification Intellectual Property, except (i) to refer to or accurately describe the GSUSA Parity Certification Level as expressly permitted in Section 4 above and subject to the provisions of this Agreement and of the GSUSA Certification License or (ii) with the prior written consent of WiG or GSUSA, as the case may be.

7. CERTAIN PARTICIPANT REPRESENTATIONS.

Participant represents and warrants that (i) Participant (and each U.S. Subsidiary in Participant's U.S. Group if any) shall adhere to all applicable laws, regulations and rules relating to its responses to and use of the Questionnaire, its use of any GSUSA Parity Certification Level and its carrying out any other activities in connection with this Agreement; (ii) Participant has full power and authority to enter into, comply with and perform its obligations under this Agreement, which constitute its valid and binding obligations, enforceable in accordance with this Agreement's terms and provisions; (iii) Participant's entry into this Agreement, and compliance with and performance of this Agreement by Participant (and each U.S. Subsidiary in Participant's U.S. Group if any), shall not result in any breach of any provision of such entity's certificate or articles of association or incorporation (or other corporate formation document) or its bylaws or other governing documents or result in any claim by a third-party; and (iv) Participant (and each U.S. Subsidiary in Participant's U.S. Group if any) is not subject to any regulatory consents, restrictions or restraints, or bound by any undertaking (contractual or otherwise) to any third-party, which would prevent it from performing and complying with this Agreement.

8. CONFIDENTIAL INFORMATION.

(a) The Questionnaire, the related algorithms, programs, techniques, methods and processes used to determine the GSUSA Parity Certification Level, the other Certification Intellectual Property and other non-public information received by Participant (or by any U.S. Subsidiary (if any) of Participant) from or on behalf of WiG or GSUSA or any of their respective affiliates, including in reports or in other communications (in any format, including oral or written) in connection with the GSUSA Certification process (all of the foregoing collectively, "**Confidential Information**") is confidential and proprietary to WiG or GSUSA, as the case may be, and is for internal use only by Participant for purposes only of providing information to WiG to seek a GSUSA Certification as provided in this Agreement, except as otherwise expressly specified herein. Except as expressly permitted under this Agreement, neither Participant nor any of its U.S. Subsidiaries (if any) shall at any time disclose, distribute or use Confidential Information, in whole or in part, for any purpose (i) other than as expressly authorized under this Agreement with respect to providing information to WiG to seek a GSUSA Certification or (ii) with the prior written approval of WiG or GSUSA, as applicable, depending on whose Confidential Information it was. Participant shall use its reasonable efforts to minimize the risk of unauthorized disclosure or use of the Confidential Information and shall use all reasonable measures to protect the confidentiality of the Confidential Information, which shall in no event be less than the standard of care it applies to its own confidential information. Participant shall provide a copy of this Section 8 to (x) any of its U.S. Subsidiaries (if any) and (y) its and their directors, officers, employees, representatives, agents, consultants or advisers who are given access to Confidential Information that this is confidential information of WiG and GSUSA and that WiG and GSUSA are entitled to confidentiality and use protections, and Participant shall require all such persons referred to in clause (x) or (y) to be bound

by obligations of confidentiality and use with respect to Confidential Information at least as stringent as those contained in this Section 8.

(b) Confidential Information shall not include: (i) information that is generally publicly available other than as a result of a breach of this Agreement by Participant or a breach by any of the persons referred to in the last sentence of Section 8(a) of this Agreement of its obligation referred to in that sentence; (ii) information that is disclosed to Participant (or any of its U.S. Subsidiaries if any) outside this Agreement (A) by a person that is neither WiG, GSUSA nor any of their respective affiliates and is not disclosing such information on their behalf, (B) without any obligation by Participant (or any of its U.S. Subsidiaries if any) to keep such disclosed information confidential and (C) without any breach of any obligations by any such person to WiG, GSUSA or any of their respective affiliates; and (iii) information that has been or is independently developed by Participant (or any of its U.S. Subsidiaries if any) without reference to or use of any Confidential Information either (x) obtained from WiG, GSUSA or any of their respective affiliates or (y) otherwise obtained by or on behalf of Participant (or any of its U.S. Subsidiaries if any) under this Agreement.

(c) Nothing in this Section 8 shall prohibit disclosure of Confidential Information (i) upon the request or demand of any regulatory agency or authority having jurisdiction over Participant or any of its affiliates or any of its or their respective directors, officers, employees, agents, advisers, representatives or consultants; (ii) upon the order of any competent court or administrative agency; or (iii) as may otherwise be required by law or legal process; provided that, to the extent practicable, in any of the foregoing cases under clause (i), (ii) or (iii), Participant shall promptly give notice of such situation to WiG and GSUSA and shall use reasonable efforts (1) to give WiG and GSUSA advance notice of such disclosure, (2) to reasonably cooperate with WiG and GSUSA in their efforts to resist such disclosure, and (3) to reasonably cooperate with WiG and GSUSA to seek confidential treatment for any such disclosed Confidential Information.

(d) Participant acknowledges and agrees that use of the Confidential Information other than as authorized under this Agreement is strictly prohibited without the express prior written consent of WiG or GSUSA, as applicable, depending on whose Confidential Information it was. Participant shall not (and shall ensure that its U.S. Subsidiaries (if any) shall not) attempt to modify, reverse engineer or decompile the databases, computer programs, algorithms, techniques, processes, methods or other related know-how or technology underlying, included in or related to the Questionnaire or the GSUSA Parity Certification Levels or any other Certification Intellectual Property or Confidential Information.

## 9. CONFIDENTIAL PARTICIPANT INFORMATION.

(a) The information and documents provided by or on behalf of Participant (or any of its U.S. Subsidiaries if any) to WiG, GSUSA or any of their respective affiliates pursuant to the Questionnaire or pursuant to related inquiries by WiG, GSUSA or any of their respective affiliates to determine the GSUSA Parity Certification Level (all of the foregoing collectively, “**Confidential Participant Information**”) is confidential and proprietary to Participant. Except as expressly permitted under this Agreement, WiG, GSUSA and any of their respective affiliates shall not at any time disclose, distribute or use Confidential Participant Information, in whole or in part, for any purpose other than in connection with (i) analyzing, assessing or evaluating

Participant and U.S. Subsidiaries (if any) of Participant with respect to gender parity and determining whether to assign or recommend a GSUSA Parity Certification Level for Participant (or Participant's U.S. Group if any) and activities and services related thereto, (ii) providing enablement or other requested or agreed services to Participant or its U.S. Subsidiaries (if any); or (iii) without expressly linking or attributing the Confidential Participant Information to any particular Participant or Participant's U.S. Group, use and disclosure of information to provide, revise or modify certification, enablement and other services, including reports and analyses of trends and best practices which can be made available to others. Notwithstanding the foregoing, Participant hereby agrees and acknowledges that each of WiG and GSUSA shall be permitted to use any information provided by Participant, including Confidential Participant Information, whether through responses to the Questionnaire or otherwise in connection with this Agreement, in a de-identified and aggregated manner such that Participant's specific Confidential Participant Information is not identifiable. WiG, GSUSA and their respective affiliates shall each use its and their reasonable efforts to minimize the risk of unauthorized disclosure or use of Confidential Participant Information in its possession and shall use reasonable measures to protect the confidentiality of such Confidential Participant Information, which shall in no event be less than the standard of care it applies to its own confidential information. WiG and GSUSA shall each inform any of its respective affiliates and any of its or its affiliate's respective directors, officers, employees, representatives, agents, consultants or advisers who are given access to Confidential Participant Information that this is confidential information of a Participant and that such Participant is entitled to confidentiality and use protections. WiG, GSUSA and their respective affiliates shall each require any of its and their respective directors, officers, employees, representatives, agents, consultants or advisers who are given access to Confidential Participant Information to be bound by obligations of confidentiality and use at least as stringent as those contained in this Section 9 with respect to Confidential Participant Information. GSUSA shall agree with WiG to be bound by this Section 9. Any liability of WiG or GSUSA under this Agreement is several and not joint.

(b) Confidential Participant Information shall not include: (i) information that is generally available to the public other than as a result of a breach of this Agreement by WiG, GSUSA or their respective affiliates or a breach by any of the persons referred to in the next to the last sentence of Section 9(a) of this Agreement of its obligations referred to in that sentence; (ii) information that is disclosed to WiG, GSUSA or any of their respective affiliates outside this Agreement (A) by a person that is neither Participant nor any of its affiliates and is not disclosing such information on their behalf, (B) without any obligation by WiG, GSUSA or any of their respective affiliates to keep such disclosed information confidential and (C) without any breach by any such disclosing person of any obligations to Participant or to any of Participant's affiliates and (iii) information that has been or is independently developed by WiG, GSUSA or any of their respective affiliates without reference to or use of any Confidential Participant Information either (x) obtained from Participant or any of its affiliates or (y) otherwise obtained under this Agreement.

(c) Nothing in this Section 9 shall prohibit disclosure of Confidential Participant Information (i) upon the request or demand of any regulatory agency or authority having or claiming jurisdiction over WiG, GSUSA or any of their respective affiliates or any of the respective directors, officers, employees, agents, advisers, representatives or consultants of any of the foregoing; (ii) upon the order of any competent court or administrative agency; or (iii) as may otherwise be required by law or legal process; provided that, to the extent practicable, in any of the foregoing cases under

clause (i), (ii) or (iii), the person subject to such request, demand, order or requirement shall promptly give notice of such situation to Participant and shall use reasonable efforts (1) to give Participant advance notice of such disclosure, (2) to reasonably cooperate with Participant in Participant's efforts to resist such disclosure and (3) to reasonably cooperate with Participant to seek confidential treatment for any such disclosed Confidential Participant Information.

#### 10. LIMITATION ON WARRANTIES.

The Questionnaire, any GSUSA Parity Certification Level and all other Certification Intellectual Property and Confidential Information provided to Participant (or to any U.S. Subsidiaries (if any) of Participant) are provided "AS IS" without warranty of any kind. NEITHER WiG NOR GSUSA MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO PARTICIPANT OR TO ANY OTHER PERSON AS TO THE ACCURACY, RESULTS, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE QUESTIONNAIRE, ANY GENDER PARITY EVALUATION OR ASSESSMENT, ANY GSUSA PARITY CERTIFICATION LEVEL, ANY USE OF ANY GSUSA PARITY CERTIFICATION LEVEL OR GSUSA SEAL, LOGO OR MARK (WHETHER OR NOT APPROVED), ANY CERTIFICATION INTELLECTUAL PROPERTY, ANY CONFIDENTIAL INFORMATION OR ANY RELATED INFORMATION OR MATERIAL. Participant acknowledges and agrees that no oral or written information, statement or advice given by WiG, GSUSA, any of their respective affiliates or any of the respective directors, officers, employees, agents, advisers, representatives or consultants of any of the foregoing shall constitute a representation or warranty unless such information or advice is set forth in this Agreement in an express written provision as a representation or warranty. Any liability of WiG or GSUSA under this Agreement is several and not joint.

#### 11. LIMITATION OF REMEDIES.

Participant agrees that the following LIMITATION OF REMEDIES is an essential part of the consideration bargained for with respect to this Agreement: WiG's and GSUSA's ENTIRE LIABILITY and the EXCLUSIVE REMEDY (in the aggregate for Participant and all other entities in Participant's U.S. Group if any) for any errors or omissions that are determined to exist in the techniques, methods or processes used in determining whether to assign a GSUSA Parity Certification Level to Participant (or Participant's U.S. Group if applicable) and any particular GSUSA Parity Certification Level that is assigned or not assigned is for WiG and GSUSA to use their reasonable efforts to correct such error or omission and for GSUSA to provide a revised determination regarding a GSUSA Parity Certification Level for Participant (or Participant's U.S. Group if applicable). Under NO CIRCUMSTANCES shall WiG or GSUSA have any liability to Participant, to any U.S. Subsidiary (if any) of Participant or to any other person for (i) any loss, damage, expense, liability or other injury in whole or in part caused by, resulting from or relating to, any error, omission, negligence or any other circumstance or contingency within or outside the control of WiG, GSUSA, any of their respective affiliates or any of the respective directors, officers, employees, representatives, agents, consultants or advisers of any of the foregoing in connection with (A) the content, substance, development, communication, publication or delivery of the Questionnaire, (B) the receipt, analysis, assessment or evaluation of any responses to the Questionnaire or to any related inquiries, (C) the process by which WiG and GSUSA consider,

develop or determine whether to assign a GSUSA Parity Certification Level, (D) any GSUSA Parity Certification Level that is assigned, (E) any use of the GSUSA Parity Certification Level, marks, logos or seals or other disclosure of the GSUSA Parity Certification Level or (F) any other actions or matters relating to or referred to in this Agreement or (ii) any indirect, special, punitive, exemplary, consequential, incidental or compensatory damages whatsoever with respect to any of the matters referred to in clause (A), (B), (C), (D), (E) or (F) of the preceding clause (i) (including, without limitation, lost profits, lost value or the cost of substitute information), even if WiG or GSUSA shall have been advised in advance of the possibility of such damages. WITHOUT LIMITING THE FOREGOING, THE MAXIMUM AGGREGATE LIABILITY OF WiG AND GSUSA FOR ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER WITH RESPECT TO ANY AND ALL MATTERS REFERRED TO IN CLAUSES (A), (B), (C), (D), (E) AND (F) OF THE PRECEDING CLAUSE (i) (WHETHER UNDER THIS AGREEMENT, IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF DUTY), STRICT LIABILITY OR ANY OTHER LEGAL THEORY) SHALL NOT BE GREATER THAN THE FEES PREVIOUSLY PAID BY PARTICIPANT TO WiG IN CONNECTION WITH THE EVALUATION SERVICES SEEKING A GSUSA CERTIFICATION.

## 12. INDEMNITY.

(a) Participant agrees to indemnify and hold harmless WiG, GSUSA and their respective affiliates, and its and their respective officers, directors, employees, shareholders, representatives, agents, consultants and advisers, and successors and assigns of each of the foregoing (each, an "Indemnified Person") from and against any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, attorneys' fees, expenses and disbursements of any kind (collectively, "Losses") suffered or incurred by, imposed upon or asserted against any Indemnified Person that in any manner relate to or arise out of use, disclosure or distribution by Participant (or by any U.S. Subsidiary if any) of any GSUSA Parity Certification Level, any related GSUSA seals, marks or logos or any related references to WiG or GSUSA (including, without limitation, any use, disclosure or distribution by any person at the direction of or with the consent or permission of Participant or of any U.S. Subsidiary if any), subject to Section 12(b) below.

(b) Section 12(a) shall not apply to any Losses relating to any third-party claims to the extent that both (1) such use, disclosure or distribution occurred in the U.S. and was expressly permitted by and was in all respects in compliance with this Agreement and the GSUSA License Agreement and (2) such Losses resulted from GSUSA's failure to possess the U.S. rights to permit Participant to use in the U.S. the GSUSA seals, logos or marks in connection with the GSUSA Parity Certification Level in the manner and to the extent expressly permitted in the GSUSA License Agreement.

## 13. WIG; GSUSA.

WiG and its affiliates are not connected to or affiliated with GSUSA or GSUSA's affiliates. WiG has agreed to provide certain services in cooperation with GSUSA relating to gender parity evaluation, certification and enablement consistent with WiG's purpose and activities. Any obligation or liability of WiG or GSUSA under this Agreement is several and not joint.

## 14. MISCELLANEOUS.

(a) This Agreement, together with Participant's agreement to pay the prescribed fees and the GSUSA Certification License, (i) constitutes the entire agreement relating to any of the subject matter hereof between (A) Participant or any of its affiliates and (B) either or both of WiG and GSUSA (or any of their respective affiliates) and (ii) supersedes all prior or contemporaneous understandings, agreements, statements and communications between any entity referred to in clause (A) and any entity referred to in clause (B) with respect to any of the subject matter hereof. Participant acknowledges and agrees that in entering into this Agreement on the terms and provisions set out in this Agreement it is not relying upon any representation, warranty, promise or assurance made or given by WiG, GSUSA or any other person, whether or not in writing, at any time prior to or at the time of execution of this Agreement, unless that statement is expressly set out in this Agreement or in the GSUSA Certification License.

(b) If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, then to the extent permitted by applicable law, that shall not affect or impair (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or (ii) the legality, validity or enforceability of that provision of this Agreement in any other jurisdiction.

(c) No amendment or modification of this Agreement, and no waiver, consent or approval, shall be effective unless agreed to in writing by both parties.

(d) No delay or omission in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it, and the waiver of any right, power or remedy shall not constitute a waiver of any other right, power or remedy hereunder or any subsequent breach or default. The exercise of any right or remedy shall not preclude any other or further exercise of such right or remedy or the exercise of any other right or other remedy.

(e) Participant shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of WiG and GSUSA. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties (as well as to GSUSA to the extent applicable) and to their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument. The parties agree that a facsimile or electronic signature shall be valid and binding as an original.

(g) Any rule or principle that would interpret any ambiguities in a provision of this Agreement against the party that prepared or drafted such provision is expressly waived. Headings in this Agreement are for convenience only and shall not define or limit, or affect the meaning or interpretation of, any provision of this Agreement. References in this Agreement to "including" or "such as" are not exclusive or limiting and shall be deemed to be followed by "without limitation" whether or not so stated. In this Agreement, "hereof", "herein" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular section or provision of this Agreement. Schedule 1 is deemed a part of this Agreement and is included in references to "this Agreement." References to "persons" include individuals and entities. An "affiliate" of a person means any other person controlling, controlled by or under common control with such

person, and affiliates of Participant include without limitation any U.S. Subsidiaries (if any). Words used in this Agreement in the singular number also extend to and include the plural, and words in the plural number also extend to and include the singular.

15. NOTICES.

Any notices that need to be given under this Agreement shall be in writing and shall, unless otherwise specified in this Agreement, be deemed given when delivered to the recipient both: (i) by email to the email address provided below for the recipient and (ii) also by mail or other delivery method to the mailing address provided below for such recipient; provided that the email address and mailing address for a person may be changed by written notice given under this Agreement by such person.

Addresses for any notices to WiG or GSUSA under this Agreement are as follows:

**Women in Governance USA Ltd.**

244 5<sup>th</sup> Avenue  
New York, NY 10001-7604

Attn: Vice-President, Global Operations

Notice also to be sent to both the following addresses:

[nicole.piggott@4parity.org](mailto:nicole.piggott@4parity.org)  
[nathalie.perreault@4parity.org](mailto:nathalie.perreault@4parity.org)

**Girl Scouts of the USA**

420 Fifth Avenue  
New York, NY 10018

Attn: Associate General Counsel

Notice also to be sent to both the following addresses:

[lkohn@girlscouts.org](mailto:lkohn@girlscouts.org)  
[dmoses@girlscouts.org](mailto:dmoses@girlscouts.org)

Address for any notices to Participant is as shown below for Participant in Participant's completion of the electronic signature process.

16. NEW YORK LAW AND SUBMISSION TO JURISDICTION.

This Agreement is governed by, and shall be interpreted and construed in accordance with, the laws of the State of New York without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. The parties hereby irrevocably consent and submit to the exclusive jurisdiction of the courts, including the federal courts, located in the Borough of Manhattan in New York, New York, in any action arising out of or relating to this Agreement, and agree that any action arising out of or relating to this Agreement shall be maintained in the same jurisdiction.

17. SURVIVAL.

The provisions contained in Sections 3 through 18 of this Agreement shall survive any expiration or termination of this Agreement.

18. BINDING; EFFECTIVE DATE

This Agreement shall be binding and effective between the parties upon the signature of the entity signing as Participant as completed through the electronic signature process below. WiG confirms its acceptance of, and agreement to, this Agreement at the time of Participant's signature. The effective date shall be the date of execution by Participant as completed through that electronic signature process.

**This Agreement has been duly executed** by the Participant, by a duly authorized individual acting for Participant, as provided in the electronic signature process below, showing the full legal name of Participant signing this Agreement, showing the name and title of the individual signing for and binding Participant and showing the date of execution as completed through that signature process.