

## SLCP Operations

### SLCP Verifier Body Agreement – ‘VB Terms of Use’ 202109-3.0

#### Scope

This SLCP Verifier Body Agreement ( “Agreement”), by and between the undersigned applicant ( “Applicant”) and Sustainable Apparel Coalition, Inc., a Delaware nonstock corporation with a principal office at 1714 Franklin St. #100-272, Oakland, California 94612-3409 ( “SAC”), and dated as of the date (the “Effective Date”) that this Agreement is signed by the Applicant, sets forth the terms, conditions, requirements, and restrictions for the Applicant and associated Verifiers (as defined below) to obtain and maintain approval to perform SLCP Verifications. VB, SAC, and SLCP (defined below) are each referred to herein as a “Party” and collectively as the “Parties.” By executing this Agreement, Applicant is accepting and agreeing to be bound and abide by this Agreement and the documents incorporated herein by reference.

WHEREAS, SLCP has developed and maintains the Converged Assessment Framework (CAF); and

WHEREAS, Applicant intends to offer services or continue to offer services to third parties as a Verifier Body to verify the results of such third parties’ use of the CAF.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. Definitions

- 1.1. “**SLCP**” means the Social & Labor Convergence Program. For purposes of this Agreement, references to SLCP also include reference to SAC. SLCP is not a legal entity.
- 1.2. “**Sustainable Apparel Coalition, Inc.,**” a Delaware corporation ( “SAC”), with a principal executive office at 1714 Franklin St. #100-272 • Oakland, CA 94612-3409, United States of America.
- 1.3. “**Accredited Host**” or “**AH**” means holder of Data that is responsible for distribution of verified Data to system users such as brands, standard holders, and manufacturers who may also use the ITC Gateway, either to upload or download data for their purpose(s).
- 1.4. “**Approved VB and Verifier Lists**” means lists maintained by the VOO of Verifier Bodies and Verifiers associated with listed Verifier Bodies who are approved by SLCP to execute SLCP Verifications.
- 1.5. “**Code of Conduct**” is a set of rules included in the CAF, specifically the Verification Protocol, that the Verifier and Verifier Body must follow.
- 1.6. “**Converged Assessment Framework**” or “**CAF**” means the Data Collection Tool and Verification methodology, as developed by the SLCP and downloadable from the ITC Gateway. The CAF consists of three elements: 1. Data Collection Tool; 2. Verification Protocol; and 3. Guidance.
- 1.7. “**Data**” means all data uploaded by a User to the Site.
- 1.8. “**ITC Gateway**” means the hosting gateway facilitating the controlled sharing by users of their verified assessments.
- 1.9. “**Public VB List**” means a publicly available list that is maintained by the VOO to share information about approved Verifier Bodies and their associated Verifiers. The Public VB List is based on the Approved VB and Verifier Lists, but contains only some information from the internally maintained Approved VB and Verifier Lists due to its public nature. The Public VB List contains VB approval statuses, including but not limited to statuses of Full, On Probation, and Suspended. The list is available online at <https://www.sumerra.com/programs/slcp/active-vb-list/>.

- 1.10. “**Site**” means the web site hosted and managed by ITC, i.e., the ITC Gateway available online at <https://slcpgateway.sustainabilitymap.org/>, which allows the User (as defined in the Terms of Use applicable to the ITC Gateway and to the CAF) to enter, display, and access Data on the Internet.
- 1.11. “**User**” means an end user of the CAF, including facilities, manufacturers, brands, Verifier Bodies, Verifiers, Accredited Hosts and VOO, registered with the ITC Gateway and/or an Accredited Host to use the Service of the ITC Gateway.
- 1.12. “**Verification**” means the methods and processes, as detailed in the Verification Protocol, by which a Verifier Body and Verifier obtain appropriate evidence to express a conclusion on the reliability and accuracy of the SLCP self-assessment data contained in the Data Collection Tool (part of CAF).
- 1.13. “**Verification Oversight Organization**” or “**VOO**” means the entity responsible for the day-to-day management of SLCP Verifications.
- 1.14. A “**Verifier**” means a person belonging to a Verifier Body and approved to perform SLCP verification to ensure the completeness and accuracy of the data collected through self/joint-assessment of facilities, using the SLCP CAF.
- 1.15. A “**Verifier Body**” or a “**VB**” means an organization that satisfies the VB requirements and to which a Verifier belongs.

## 2. Fees

- 2.1. Applicant agrees to pay to SLCP program fees within the time prescribed by SLCP. The Fee Schedule is available online at <https://slcp.zendesk.com/hc/en-us/articles/360021123414-What-are-the-costs-related-to-participation-in-SLCP-> or otherwise communicated by the VOO. Fees paid under this Agreement are nonrefundable.

## 3. SLCP Public Information

- 3.1. SLCP has the right, but not the obligation, to identify some or all approved Verifiers in lists or databases, which SLCP may make available publicly.
- 3.2. SLCP has the right, but not the obligation, to identify Verifier Bodies currently or previously associated with SLCP, their approval status (which may include suspended or revoked status), and any publicly available memberships/associations (such as APSCA), in lists or databases, which SLCP may make available publicly.
  - 3.2.1. Verifier Bodies agree that SLCP or VOO may provide or publish their contact information to interested stakeholders for the purpose of enquiring about Verification services or Verifications performed.
- 3.3. Applicant authorizes and directs SLCP to communicate the findings of any and all ethics and integrity investigations regarding Verifier Body and its Verifiers to trusted partners for which SLCP has collaboration agreements in place and where Verifier Body and its Verifiers are known to be members or associates with such trusted partners, including without limitation APSCA, whether such membership or association is publicly available or SLCP otherwise has actual knowledge of such, including without limitation, through the application or other communication processes.
- 3.4. Applicant grants to SLCP an irrevocable license to publish Applicant’s name, its Verifier Body status, and its publicly available affiliation or membership in organizations (such as APSCA) for the purposes described in this Agreement and in accordance with the provisions of this Article 3.

## 4. VB and Verifier Requirements

- 4.1. Applicant acknowledges and agrees that SLCP may establish, modify and/or waive, in its sole discretion, any and all VB and Verifier requirements to obtain and maintain SLCP approval status that VBs and Verifiers must satisfy prior to SLCP considering the Applicant or its Verifiers for approval and inclusion on any Approved VB and Verifier Lists. The VB and Verifier requirements include but are not limited to the Verifier Status Maintenance Requirements, which are available online at <https://slcp.zendesk.com/hc/en-us/articles/360024446254-Verifier-Body-Requirements>, the QA Manual, which is available online at <https://slcp.zendesk.com/hc/en-us/articles/360014823394-Quality-Assurance-Manual>, and the Verification Protocol with contained Code of Conduct, which is available online at <https://slcp.zendesk.com/hc/en-us/articles/360018987759-Verification-Protocol>.

- 4.2. SLCP shall publish the current VB and Verifier requirements for VBs and Verifiers that VBs and Verifiers must satisfy to obtain and maintain their eligibility for maintenance of status as Verifier Body and Verifier. SLCP shall notify Applicant of modifications to the VB and Verifier requirements.
- 4.3. SLCP shall publish the current Verifier Status Maintenance (“VSM”) requirements that Verifiers must satisfy to maintain their eligibility. SLCP shall notify Applicant of modifications to the VSM program.
- 4.4. If a Verifier of Applicant successfully completes his or her coursework and exam and satisfies Verifier requirements, SLCP shall deem the Verifier approved. Each Verifier of Applicant shall have to successfully complete VSM activities while continuing to satisfy the Verifier requirements to obtain an approval renewal.
- 4.5. Applicant acknowledges and agrees (i) that Applicant’s and its Verifiers’ eligibility for SLCP approval as Verifier or Verifier Body and inclusion on any Approved VB and Verifier Lists will be evaluated in accordance with the VB and Verifier requirements, in SLCP’s sole discretion, and (ii) that, if Applicant at any time fails to satisfy the VB and Verifier requirements, failure may result in penalties, suspension or termination of Applicant’s Verifiers and/or Applicant’s status as Verifier Body.
- 4.6. Applicant may at any time notify SLCP of its desire to be removed, and have its Verifiers removed, from any Approved VB and Verifier Lists and the Public VB List, and SLCP shall remove such name(s) from the Approved VB and Verifier Lists and shall instruct the VOO to remove such name(s) from the Public VB List, within 180 days.
- 4.7. Applicant and its Verifiers shall comply at all times with SLCP’s Verification Protocol, as may be adopted and amended from time to time by SLCP, in its sole discretion. The Verification Protocol is available online at <https://slcp.zendesk.com/hc/en-us/articles/360018987759-Verification-Protocol>.
- 4.8. SLCP’s Quality Assurance Manual, as may be adopted and amended from time to time by SLCP, in its sole discretion, is intended to outline how SLCP might address quality concerns in connection with Applicant’s Verification work, as SLCP determines is appropriate, in its sole discretion. The Quality Assurance Manual is available online at <https://slcp.zendesk.com/hc/en-us/articles/360014823394-Quality-Assurance-Manual>.

**5. Use of ITC Gateway, AH Platforms, and CAF**

- 5.1. Applicant acknowledges and agrees that access to and use of the ITC Gateway is subject to and governed by the Terms of Use of the ITC Gateway. Applicant shall comply at all times with the Terms of Use for the ITC Gateway, as may be adopted and amended from time to time by ITC/SLCP, in its sole discretion. The Terms of Use are available online at <https://gateway.slconvergence.org/home>.
- 5.2. Applicant acknowledges and agrees that access to and use of Accredited Hosts’ platforms is subject to the Terms and Conditions of each Accredited Host.
- 5.3. Applicant acknowledges and agrees that access to and use of the CAF is subject to and governed by the Terms of Use of the CAF. Applicant shall comply at all times with the Terms of Use for the CAF, as may be adopted and amended from time to time by SLCP, in its sole discretion. The Terms of Use are available online at [https://slcpgateway.sustainabilitymap.org/terms/CAF\\_2.4\\_2021-03-10](https://slcpgateway.sustainabilitymap.org/terms/CAF_2.4_2021-03-10).

**6. SLCP communication by SLCP approved Verifier Body and Verifier**

- 6.1. Applicant shall not make any reference to SAC in connection with SLCP, Verifications, or this Agreement in its communications, press releases, marketing, messaging, or other publicly available disclosures. The Applicant is also prohibited from using SAC’s logo, trademarks or other intellectual property.
- 6.2. If SLCP determines, in its sole discretion, that Applicant has satisfied the VB and Verifier requirements and includes Applicant on the Approved VB and Verifier Lists, and only so long as Applicant continues to satisfy the VB and Verifier requirements and is included on the Approved VB and Verifier Lists and the Public VB List in a status other than “Revoked”, “Terminated”, or “Suspended”, SLCP grants to Applicant a limited, revocable, worldwide, non-exclusive, non-transferable, non-assignable, license to use, copy, and display, the SLCP Logo on Applicant’s website and promotional materials, for the sole purpose of communicating to third parties that Applicant has satisfied the VB and Verifier requirements and has been included in the Public VB List, subject to the terms and conditions of this Agreement.
- 6.3. Applicant acknowledges and agrees that SLCP is the owner by virtue of use of all right, title, and interest in and to the SLCP Logo, and the marks “SLCP” and “Social & Labor Convergence” and that any trademark

rights and goodwill emanating out of Applicant's and its Verifiers' use of the SLCP Logo and the marks "SLCP" and "Social & Labor Convergence" shall inure to the benefit of SLCP. In addition, Applicant acknowledges and agrees that SLCP is the sole owner of all right, title, and interest in any and all copyright rights in the SLCP logo.

- 6.4. The license granted under this Section 6 shall remain in effect as long as Applicant, in SLCP's sole discretion, satisfies the VB requirements and is included on the Approved VB and Verifier Lists and the Public VB List in a status other than "Revoked", "Terminated", or "Suspended". If Applicant does not satisfy VB requirements and/or is listed as "Revoked", "Terminated", or "Suspended", Applicant shall within thirty (30) days remove the SLCP Logo from its website and other promotional materials prior to distribution.
- 6.5. Except as provided in this Agreement, any other use of the SLCP Logo and the marks "SLCP" and "Social & Labor Convergence" is prohibited.

## **7. Prohibited Conduct**

- 7.1. Applicant shall not, and Applicant shall ensure that its Verifiers shall not:
  - 7.1.1. Describe Verifier's services, training, completion of coursework in a way that implies that SLCP has certified, approved or endorsed the VB or an individual Verifier's qualifications, expertise, credentials, or services.
  - 7.1.2. Use SLCP, Social & Labor Convergence Program or any trademark or service mark owned by SLCP, including without limitation the SLCP Logo, in its business or trade name;
  - 7.1.3. Communicate or use the SLCP Logo in any way that, in SLCP's sole discretion, may diminish, disparage, or otherwise damage the SLCP's reputation or its goodwill, including, without limitation, uses that are obscene, violent, or otherwise in poor taste or unlawful or encouraging unlawful activities.
  - 7.1.4. Use or display the SLCP Logo in any way that implies that anyone other than approved Verifiers have satisfied the Verifier requirements to be a Verifier; or
  - 7.1.5. Speak of SLCP Verification and SLCP CAF beyond the scope of current operations, e.g., anticipated future developments being planned, or in any way that miscommunicates or suggests Applicant speaks on behalf of SLCP.

## **8. Term; Termination**

- 8.1. This Agreement shall commence as of the Effective Date and continue in effect until terminated as set forth below.
- 8.2. Applicant may terminate this Agreement for any or no reason by delivering thirty (30) days prior written notice to SLCP.
- 8.3. SLCP may, but is not obligated to, terminate this Agreement, upon the occurrence of any of the following:
  - 8.3.1. Applicant has breached its obligations under this Agreement (including without limitation obligations under documents and policies incorporated by reference, e.g., SLCP's VB and Verifier requirements, SLCP's Quality Assurance Manual, SLCP's Code of Conduct, the Terms of Use for the ITC Gateway) and fails to cure such breach within thirty (30) days of notice; provided, however, in the case of failure to pay fees within the time prescribed by the SLCP, Applicant shall be entitled to only five (5) days' notice and opportunity to cure before SLCP may terminate this Agreement;
  - 8.3.2. Applicant has committed an act or failed to act in a way that is prejudicial to the welfare, interest, or character of SLCP and failed to remedy such conduct within thirty (30) days of notice;
  - 8.3.3. Applicant's status as an approved VB has been revoked by the VOO due to any unethical behavior (including unethical behavior confirmed by other parties), failure to meet ethical, quality, or other requirements, failure to meet maintenance requirements, failure to pay required fees or other reason as defined in program protocols, with immediate termination upon notice to Applicant.
- 8.4. SLCP may, but is not obligated to, immediately suspend Applicant's status as a Verifier Body and its individual representatives as Verifiers, temporarily remove from the Approved VB and Verifier Lists, or instruct the VOO to remove from or change the status of Applicant and its Verifiers on the Public VB List, and temporarily suspend, revoke or terminate the license granted in Section 6, upon the occurrence of any

of the events or circumstances described in Section 8.3 notwithstanding any requirements to provide notice and opportunities to cure in connection with termination. Any such suspension shall continue until Applicant cures the applicable circumstances or SLCP terminates this Agreement. If SLCP elects to exercise its rights under this Section 8.4, SLCP shall notify Applicant of such decision.

- 8.5. Upon expiration or termination of this Agreement, Applicant shall discontinue all use of the SLCP Logo licensed under the terms and conditions of this Agreement.

## **9. WARRANTIES**

- 9.1. Applicant represents and warrants to SLCP, that the execution, delivery and performance of this Agreement and any other documents in connection herewith (collectively, the "Transaction Documents"), and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by Applicant, that the Transaction Documents have been or will be duly executed and delivered by Applicant and constitute, as of the Effective Date, legal, valid and binding obligations of Applicant, enforceable against Applicant in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies.
- 9.2. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SLCP DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ITS SERVICES OR THE SLCP LOGO, INCLUDING THE VALIDITY OF SLCP'S RIGHTS IN THE SLCP LOGO IN ANY JURISDICTION, AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES WHICH ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

## **10. Indemnification**

To the fullest extent allowed by law, Applicant shall indemnify, defend, and hold harmless SLCP and its affiliates, partners, shareholders, members, managers, directors, officers, employees, subcontractors, agents, advisors, representatives, successors, and assigns (collectively, "SLCP Parties") for any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are incurred by or awarded against SLCP Parties (each a "Claim"), arising out of any third-party claims related to or in connection with: (i) Applicant's failure to comply with any of its obligations under this Agreement; (ii) Applicant's breach of a representation or warranty herein; (iii) unauthorized communication of results of any SLCP verification by Applicant or, any of its Affiliates or an employee, officer, or director, representative, or agent of Applicant or any of its Affiliates to any entity or person who is not authorized by SLCP or under this Agreement to receive such information; or (iv) any other act or omission of Applicant in connection with Verifications.

## **11. Confidentiality**

- 11.1. Each of SLCP and Applicant agrees not to share business critical information such as pricing, volumes, and other similar information, without express written permission from the other Party. Unless clearly identified as confidential by Applicant or SLCP, all information that Applicant submits or discloses to SLCP, and all information that SLCP submits or discloses to Applicant, shall be treated as non-confidential. Non-confidential or publicly available information may be disclosed by SLCP to third parties.
- 11.2. If Applicant or SLCP (each a "Discloser") gives notice in writing to the other Party that any communication, whether written or oral, is confidential, the recipients (each a "Recipient") will designate such information as "Confidential Information," and such Confidential Information may not be disclosed to third parties, or used for any purpose other than as contemplated by this Agreement, without the Discloser's prior written consent, except that the Recipients may share such Confidential Information with their Affiliates and their Affiliates' respective directors, officers, employees, advisors and agents (collectively, "Representatives") who need to know such information in connection with SLCP's and its members' efforts to achieve their shared Vision and Mission and (b) such Representatives are bound by a contractual, legal, or fiduciary obligation to keep such information confidential and comply with the restrictions regarding non-use and

nondisclosure in this Agreement. For purposes of this Agreement, a party's "Affiliates" includes entities controlled by, controlling, or under common control with such party.

- 11.3. The Recipient shall maintain the confidentiality of any Confidential Information with the same degree of care that it would use in guarding its own confidential information but not less than a reasonable standard of care.
- 11.4. Data obtained by Applicant during the Verification process from Applicant's clients, including Verification data, shall be considered Confidential Information of Applicant, if shared with SLCP. Applicant shall not, directly or indirectly, access, use, disclose, copy, distribute, store, republish, or allow any third party to have access to any of Applicant's clients' data unless otherwise expressly required or authorized by SLCP's Verification Protocol, the VOO, the Terms of Use for the ITC Gateway or the Terms of Use for the CAF.
- 11.5. Applicant, in its agreements with its Verification clients, shall obtain its clients' authorization to share such clients' Confidential Information with SLCP and the VOO in connection with SLCP's development and management of Verification programs, in accordance with the Quality Assurance Manual and the CAF.
- 11.6. The confidentiality and nondisclosure obligations in this Section 11 shall not apply to any information that (a) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement; (b) becomes available to the Recipient or its Representatives on a non-confidential basis from a source other than Member or its Representatives, provided that such source is not to the Recipient's knowledge bound by a confidentiality agreement with Member or its Representatives or by a contractual, legal or fiduciary obligation; or (c) was known to the Recipient on a non-confidential basis prior to its disclosure to the Recipient or its Representatives by Member or its Representatives.
- 11.7. The Discloser makes no warranties relating to its Confidential Information and the use to be made thereof by the Recipient and disclaims all warranties, express or implied, including the warranties of merchantability or fitness for a particular purpose. Neither this Agreement nor any disclosure hereunder shall be deemed, by implication, estoppels or otherwise, to vest in the Recipient any license or other ownership rights in or to the Information or any inventions, patents, know-how, trade secrets, trademarks or copyrights owned, licensed, or controlled by the Discloser, except as expressly provided in this Agreement.
- 11.8. The confidentiality and use restrictions of this Section 11 shall continue throughout the Term of this Agreement and survive expiration or termination of this Agreement.

## **12. Data Protection**

- 12.1. Applicant agrees to maintain a documented information security program ("ISP") to protect and safeguard SLCP's data, including without limitation its Confidential Information, as well as Applicant's clients' data, including without limitation the clients' Confidential Information.
- 12.2. Applicant shall, upon request, provide a copy of its ISP to SLCP or the VOO. The ISP shall include administrative, technical, and physical safeguards that utilize commercially available industry best practices.
- 12.3. SLCP's data may include personal information covered by national and local laws, rules, regulations, and standards. Applicant shall ensure that the storage, handling, and transmission of the data complies with any and all current and then-existing national and local laws, rules, regulations, and standards (collectively, "Personal Information Statutes").
- 12.4. Upon written request, Applicant shall provide documentation on the current state of Applicant's ISP and disaster recovery program, and/or third-party certification or security assessment documentation. In absence of security assessment documentation, SLCP may require that Applicant conduct a security assessment and provide the results. Alternatively, if Applicant does not wish to conduct its own security assessment, Applicant agrees to allow SLCP to conduct a security assessment of Applicant, using either SLCP's staff or a contracted third party. The scope of this assessment will be limited to data protection controls applicable to SLCP's data solely and will not require access to any of Applicant's clients' data or other Confidential Information.

## **13. Governing Law**

13.1. This Agreement and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and construed in accordance with, the laws of the State of California, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.

**14. No Partnership or Agency.**

14.1. This Agreement is not intended to establish and shall not be construed by either Party in the future as having established, any relationship of employee/employer, representative, agency, partnership, or joint venture between the parties.

**15. Limitation of Liability**

15.1. EXCEPT WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, BREACH OF CONFIDENTIALITY AND USE RESTRICTIONS WITH RESPECT TO CONFIDENTIAL INFORMATION, INDEMNITY OBLIGATIONS, FRAUD, INTENTIONAL MISCONDUCT, AND GROSS NEGLIGENCE, (1) NEITHER OF THE PARTIES NOR THEIR REPRESENTATIVES SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (2) EACH PARTY'S AND ITS REPRESENTATIVES' COLLECTIVE LIABILITY IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY APPLICANT TO SLCP IN ACCORDANCE WITH THIS AGREEMENT DURING THE YEAR IN WHICH SUCH LIABILITY ARISES. NO ACTION OF ANY CHARACTER ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE PERFORMANCE THEREOF, SHALL BE COMMENCED BY EITHER PARTY AGAINST THE OTHER MORE THAN TWO (2) YEARS AFTER TERMINATION OF THIS AGREEMENT. THE PARTIES WAIVE THE RIGHT TO FILE AN ACTION ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT UNDER ANY LONGER STATUTE OF LIMITATIONS. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED UNDER THIS PROVISION EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR FAILS OF ITS ESSENTIAL PURPOSE.

**16. Entire Agreement; Amendments; Waivers**

16.1. This Agreement, including any material incorporated by reference herein, contains the complete and entire agreement between the Parties as to the subject matter hereof and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter of this Agreement. If Applicant had previously executed a prior Verifier Body Agreement, VB Terms of Use, Indemnification Form, or similar agreement, the Parties agree that this Agreement amends and restates and supersedes such prior agreements. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties. A waiver of any provision of this Agreement, or a delay by either Party in the enforcement of any right hereunder, will neither be construed as a continuing waiver, nor create an expectation of non-enforcement, of that or any other provision or right.

**17. Assignment**

17.1. Applicant may not assign or subcontract its rights or obligations under this Agreement without SLCP's prior written consent. This Agreement will bind and benefit the Parties and their respective successors, permitted assigns, and heirs.

**18. Severability**

18.1. If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this

Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal, and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

**19. Dispute Resolution**

19.1. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE FINALLY DETERMINED BY BINDING ARBITRATION IN THE SAN FRANCISCO BAY AREA IN CALIFORNIA BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES. THE COSTS OF THE ARBITRATION, INCLUDING ADMINISTRATIVE AND ARBITRATORS' FEES, SHALL BE SHARED EQUALLY BY THE PARTIES, AND EACH PARTY SHALL BEAR ITS OWN COSTS AND ATTORNEYS' AND WITNESS' FEES INCURRED IN CONNECTION WITH THE ARBITRATION, SUBJECT TO SECTION 24. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES AGREE THAT, ANY PROVISION OF APPLICABLE LAW NOTWITHSTANDING, THEY WILL NOT REQUEST AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD, PUNITIVE OR EXEMPLARY OR OTHER TYPES OF DAMAGES AS SET FORTH IN THIS AGREEMENT. THIS SECTION REGARDING ARBITRATION OF DISPUTES SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL OR EQUITABLE REMEDIES, INCLUDING IN CONNECTION WITH CONFIDENTIAL INFORMATION, IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

**20. Equitable Remedies**

20.1. Applicant hereto acknowledges that a breach or threatened breach by Applicant of any of its obligations under Section 11 (Confidentiality) or Section 6 (SLCP communication by SLCP approved Verifier Body and Verifier) would give rise to irreparable harm to SLCP for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by Applicant of any such obligations, SLCP shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

**21. Cumulative Remedies**

21.1. Except as expressly set forth in this Agreement, the exercise by a Party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.

**22. No Third-Party Beneficiaries**

22.1. Except as provided in Section 10 (Indemnification), Section 15 (Limitation of Liability), and Section 11 (Confidentiality), and their respective subsections, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**23. Notices**

23.1. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day (as defined below) if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the



date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). For purposes of this Agreement, "Business Day" means a day other than a Saturday, Sunday, or other day on which commercial banks in the San Francisco, California are authorized or required to close. Notices must be sent to the respective Parties at the addresses specified in this Agreement (or at such other address for a Party as shall be specified in a Notice given in accordance with this Section 23). General inquiries can be addressed to the VOO via email to slcp@sumerra.com

**24. Attorney's Fees and Expenses**

24.1. IN THE EVENT OF THE INSTITUTION OF ARBITRATION OR OTHER LEGAL PROCEEDINGS BY EITHER PARTY TO ENFORCE THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER THE REASONABLE ATTORNEYS' FEES AND EXPENSES ASSOCIATED THEREWITH.

**25. Headings and Hyperlinks/Websites**

25.1. The descriptive headings and captions identifying the various sections and subsections of this Agreement are for reference and convenience only and are not intended to be part of, or to affect the interpretation of, this Agreement, and do not define, modify, expand, or limit any of the terms or provisions herein. References to sections are deemed to include such section's subsections. The hyperlinks/websites cited in this Agreement are for convenience only. SLCP may provide new or modified hyperlinks/websites by delivering notice to Applicant at any time.

**26. Counterparts**

26.1. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**27. Electronic Signatures**

27.1. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act [ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96]).

**28. Survival**

28.1. Section 6.3, Section 7, Section 8.5, Section 10, Section 11, and Sections 13 through 28, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, and their respective subsections, shall survive expiration or termination of this Agreement.

[this space is intentionally left blank]

Converged Assessment.  
Collaborative Action.  
Improved Working Conditions.



IN WITNESS WHEREOF, the Applicant hereby executes this SLCP Verifier Body Agreement through the authorized representative whose name appears below.

Signature: \_\_\_\_\_

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

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

Organization: \_\_\_\_\_

Title \_\_\_\_\_