

Section 1: Consent and Release for IHG Data

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Section 1: Consent and Release for IHG Data

The following Consent and Release for IHG® Data must be executed by all Members prior to membership becoming effective.

As the owner and/or Principal Correspondent, I hereby authorize the IHG Owners Association (the "Association") to request and obtain from Six Continents Hotels, Inc., an InterContinental Hotels Group company ("IHG"), all and any data, including but not limited to personal data, personally identifiable data or personal information ("Personal Data") as set out in this Consent and Release for Data Sharing by IHG (the "Consent"), for the purpose of facilitating membership in the Association as set out herein and as may be amended from time to time, and for providing the benefits associated with membership in the Association.

The Association agrees that it shall not sell, release, disclose, disseminate, make available, transfer or otherwise communicate Personal Data provided by IHG to the Association under this Consent to any third party without my consent.

The Association agrees that it shall maintain appropriate security measures to protect any data, including Personal Data, provided to it under this Consent.

I hereby provide to IHG, its agents, employees, contractors, and assigns, express permission, authorization and consent to share all and any data, including but not limited to Personal Data with the Association as requested pursuant to this Consent, in IHG's sole and exclusive discretion, and subject to the terms set out in this Consent.

I hereby release, discharge and agree to hold harmless IHG and all persons acting under its permission or upon its authority or for whom it is acting, from any liability to me and/or any third party arising from this Consent.

Section 2: Member Code of Conduct

To protect the interests of the IHG Owners Association (the "Association"), and fellow Association Members, a code governing conduct, etiquette and privacy for matters which relate to the hospitality business, the Association and to all Members is required and in the best interests of the Association and the membership. Failure to abide by this Member Code of Conduct (the "Code") may subject a Member to disciplinary action, up to and including Membership termination, in accordance with the Membership Termination Policy.

- **Ethical Conduct.** Act with honesty, integrity and competence in your personal and business affairs to uphold the reputation of the hospitality industry and the Association.

- **Professional Conduct.** Act with courtesy and respect. Refrain from conduct that may constitute harassment or be considered discriminatory, unprofessional or distasteful, including without limitation, defamatory, abusive, profane or threatening language.
- **Confidentiality and Privacy.** Protect confidential information of the Association and fellow Members from unintentional disclosure to protect the value of each Member's respective franchises, Association information and the personal information of others.
- **Liability Prevention.** Act in a manner to prevent legal liability to the Association and to fellow Members. While the Association acknowledges the possibility that there may exist a circumstance in which a Member considers access to the courts as its only remedy vis a vis the Association or another Member, such Member shall first use his or her best, good faith efforts to resolve such circumstance before commencing any legal action.

The following is provided for the purposes of illustrating what may or may not be acceptable under the Code. This list is not exclusive; the general principles listed above will apply to other interactions as each Member conducts his or her hospitality business and interactions with the Association. **The Association CEO, in consultation with the Association Board Chair, shall be the final arbiter of what may or may not be acceptable in any given situation, and what constitutes a violation of the Code.**

Members of the IHG Owners Association must:

- Comply with the Association's By-Laws and all other Board-approved rules and policies.
- Avoid any behavior that may bring discredit to the Association or an IHG brand.
- In communication with others, focus on the content of a communication or the opinions expressed and not on the people making them. Extend the benefit of the doubt to others.
- Respect the mission of the Association and the communication forums it facilitates. Use such forums to share successes, challenges, constructive feedback, questions and goals.
- Not use Association forums to advertise products or services that they provide. If a Member has found a product or service helpful, the Association encourages the sharing of such an experience in an appropriate forum, at the appropriate time, and in a respectful way.
- Use caution when discussing specific people and products in public forums. Depending on the forum (be it written, in person or online), failure to comply with this provision may expose the Member and others to liability for libel, slander, antitrust or other applicable laws.
- Not communicate in a public forum anything that such Member, another Member or the Association would not want the general public to see or be attributed to such Member, another Member or the Association.
- Respect intellectual property. With respect to any forum, Members must only post content that they have personally created, or that they have permission to use and have properly attributed to the content creator(s).
- Indicate if the item is not available for reuse when posting items in any collaborative environment.
- Never engage in doxing.

Group Etiquette for Written and Online Community Communications

In addition to the rules of conduct above, please respect the time of those with whom you may communicate, regardless of forum.

- In all written communications, state concisely and clearly the topic of your comments in the subject line to allow for response efficiency and searchability for future reference.
- In written group communications, send messages such as "thanks for the information" to individuals, not to the complete list. Do this by using the "Reply to Sender" link in every message.
- Do not send administrative messages, such as "remove me from the list," to the group. Instead, use the web interface to change your settings or to remove yourself from a list. If you are changing email addresses, you do not need to remove yourself from the list and rejoin under your new email address. Simply change your settings.

Code Enforcement

Membership in the Association is a privilege. In the event that the Code is violated, the Association reserves the right to terminate an individual's membership pursuant to the procedure set forth in the Association's By-laws.

You will indemnify, defend and hold the Association harmless from and against any claims, liabilities or losses (whether contingent, fixed or unfixed, liquidated or unliquidated or otherwise), relating to or arising under any breach by you of this Member Code of Conduct. With respect to the Online Community, the Association does not actively monitor the site for inappropriate postings and does not on its own undertake editorial control of postings. However, in the event that any inappropriate posting is brought to Association's attention, the Association will take appropriate actions including, but not limited to, removing the offending post and terminating the access for any Member who does not abide by this Member Code of Conduct.

This Member Code of Conduct shall be construed in accordance with the laws of the state of Georgia. Any disputes that cannot be resolved by negotiations shall be referred to the exclusive jurisdiction of the Courts state or federal court in Fulton County, Georgia and you hereby stipulate to venue in, and submit to the jurisdiction of said Courts.

The Association CEO reserves the right to amend this Member Code of Conduct as appropriate at his or her sole discretion.

Section 3: 2020 Membership and Dues Requirements

Eligibility and Member Benefits Card Requirements

- Each Principal Correspondent (PC) for one or more IHG-branded hotels is eligible to become a member of the IHG Owners Association (the "Association"). In addition to the PC, individuals with Eligible Roles (as defined below) may also become additional cardholders under the PC's Association membership account. In order to add such individuals, the PC must designate each person as an additional cardholder under his or her account in accordance with Association procedures. Each cardholder will receive his or her own Association member benefits card and corresponding Annual Allocation of free room nights ("Annual Allocation").

Eligible Roles is defined as any owner, operator, partner or investor of one or more IHG-branded hotels under the PC's membership account, or an individual affiliated in a management capacity with one or more of the hotels under the PC's membership account.

- Individuals who do not meet the Eligible Roles requirement (as defined above), such as friends or relatives, may not join the Association or be issued member benefits cards.
- Each PC's member benefits card and corresponding Annual Allocation must be generated from that PC's own membership account.

Exception: If the PC has no Billable Hotels at the time of renewal (as defined below), the PC's member benefits card may be issued under a different PC's account.

- A PC with Billable Hotel(s) cannot be a cardholder on another PC's membership account.

Joining the IHG Owners Association/Renewing Membership

- Membership in the Association is established on a calendar year basis. Therefore, all memberships expire on December 31 of each year, regardless of when membership was activated within the year.
- During the fourth quarter of each calendar year, offers to join the Association for the upcoming year are sent to non-member PCs and membership renewal notices are sent to all current members. However, PCs may join or renew membership at any time throughout the year.
- **Upon joining the Association and after payment of applicable dues, each PC will receive one member benefits card for each Billable Hotel in his or her portfolio and may optionally purchase a maximum of one additional member benefits card per Billable hotel (subject to each additional cardholder meeting the Eligible Roles requirement).**

For example: If a PC has five Billable Hotels in his or her portfolio, five member benefits cards shall be provided with membership, and the PC may purchase up to five additional member benefits cards.

- Each member benefits card is linked to an Annual Allocation. The PC must designate each additional cardholder's name, address, unique email address, mobile and office phone numbers and IHG® Rewards Club number during the sign-up or renewal process.
- Once complete information and membership dues have been received and processed for all Billable Hotels, membership will be considered effective, and member benefits cards and corresponding Annual Allocations will be issued within seven to ten (7-10) business days. All members (including additional cardholders) are required to comply with the Terms and Conditions for Membership and the Free Nights Program Requirements, which can be found at www.owners.org/requirements.

Billable Hotels

General Billable Hotel Requirements

Any hotel that is open *or* scheduled to open during the 2020 calendar year is considered a Billable Hotel for 2020 and is subject to 2020 Association membership dues. As noted above, complete information and membership dues must be received and processed by the Association for all Billable Hotels prior to membership becoming effective.

- All hotels for which a member has an ownership interest (regardless of the investment level) are considered Billable Hotels, regardless of whether the member is listed as the PC for all such hotels.
- All hotels for which a member has a management affiliation are considered Billable Hotels, regardless of whether the member is listed as the PC for all such hotels.
- Dues must be paid in full for all Billable Hotels owned or operated by each PC (as designated in IHG's records) prior to Association membership becoming effective for any hotel in the PC's portfolio. Issuance of member benefits card(s) and corresponding Annual Allocation(s) can then be issued.

General Membership Requirements

- The term of membership is for the 2020 calendar year and expires December 31, 2020.
- The Annual Allocation is valid for 2020 stays only.
- Once a member benefits card is issued, **no changes can be made**. For example, the cardholder's name cannot be changed after the member benefits card has been issued.
- If any element of the member information is missing or invalid (including the IHG Rewards Club number), it will not be possible to issue that individual's member benefits card or the corresponding Annual Allocation.
- Member benefits cards are **not transferrable**.
- If no member names are provided during the sign-up or renew process, only one member benefits card will be issued in the PC's name (if the PC was previously a cardholder). If the PC was not previously a cardholder, the PC must contact the Association Membership Department for issuance of one or more member benefits cards.
- For members who have not reached the maximum number of cardholders permitted for their accounts, additional cardholders can be added at any time of the year by contacting the Association's Membership Department at membership@ihgowners.org or **(001) 770.604.5555, option 1**. Additional cardholders cannot be added online after the sign-up / renewal process has been completed.

Please note: Only the hotel's designated PC can join or renew online by logging into his or her owner account on www.owners.org. Additionally, once an annual online transaction (*i.e.*, membership renewal or sign-up) has been submitted, users cannot edit account information or add new cardholders via the online system. Users **must** contact the Association's Membership Department to make any changes (including adding additional cardholders) after the annual online transaction has been submitted.

- Each cardholder must have a unique email address (which is also their User ID) to log into his or her Association account and access his or her member benefits card. (For example, the PC cannot access cards of any other cardholders under his or her account.)
- Membership dues are **not refundable** for any reason, even if the hotel leaves the IHG System.

2020 Hotel Portfolio Additions

2020 Association members who add one or more Billable Hotel(s) to their portfolio at any time during the 2020 calendar year ("Hotel Portfolio Additions") are subject to the following requirements:

- Hotel Portfolio Additions are considered Billable Hotels and are billable for 2020 Association dues. Dues for Hotel Portfolio Additions must be paid within thirty (30) days of receipt of the applicable membership dues notice. Issuance of one (1) member benefits card per hotel and the corresponding Annual Allocation can then be issued.
- Examples of Portfolio Additions include the following:
 - Adding one or more non-member hotel(s) to an existing IHG portfolio (e.g., an acquisition of an existing IHG hotel from another owner).
 - Taking over management of one or more non-member IHG hotel(s).
 - Opening one or more hotel(s) early (e.g., a hotel under construction which was originally slated for opening after 2020).
 - Converting a hotel into the IHG chain

Non-Billable Hotels

Any licensed IHG hotel that has a scheduled opening date after 2020 is a Non-Billable Hotel for 2020 (“Non-Billable Hotel”).

Non-Billable Hotels are not included in a PC’s membership account, and therefore no member benefits cards or Annual Allocations may be provided to such hotels, except in limited circumstances for First-Time IHG Owners, as defined below.

First-Time IHG Owners

The following conditions apply only to owners who have licensed their first hotel with an IHG brand, who are seeking to join the Association and who have never previously been members of the Association.

- First-Time IHG Owners may join the Association at any time during the 2020 calendar year if any of their hotels have an opening date in the 2020 calendar year. (For example, a First-Time IHG Owner with a hotel opening in November 2020 may join the Association as early as January 2020.)
- A First-Time IHG Owner may join the Association within 12 months of the hotel’s scheduled opening date. (For example, a First-Time IHG Owner with a hotel scheduled to open July 1, 2021 may join the Association in August 2020.)

IHG Owners Association 2020 Dues Structure

| # Rooms (per hotel) | 2020 Annual Dues |
|---------------------|------------------|
| 1-80 | \$410 |
| 81-100 | \$495 |
| 101-125 | \$510 |
| 126-150 | \$530 |
| 151-175 | \$610 |
| 176-200 | \$620 |
| 201-250 | \$630 |
| 251+ | \$720 |

Additional member benefits cards: \$500 per card

Each PC may optionally purchase a maximum of one additional member benefits card per hotel (subject to each cardholder meeting the Eligible Roles requirement) after the dues for all hotels are paid. Refer to “Joining the IHG Owners Association/Renewing Membership” regarding the requirements for additional member benefits cards.

Terms and Conditions for Membership are subject to change at the discretion of the IHG Owners Association.

Please contact the Association’s Membership Team with any questions at membership@ihgowners.org or (001) 770.604.5555, option 1.