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Section 1: Consents, Releases and Indemnification

The following Consents and Releases must be executed annually by all Members prior to membership for the upcoming calendar year becoming effective.

IHG Data:

As a Member of the IHG Owners Association (the "Association"), I hereby authorize the Association to request and obtain from Six Continents Hotels, Inc., an InterContinental Hotels Group company ("IHG"), all and any data related to the hotels in which I have an ownership interest and/or for which I serve as a Member, including but not limited to my personal information (addresses, phone numbers and email addresses) (collectively, the "Relevant 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 the Relevant 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 the Relevant Data, provided to it by IHG 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 the Relevant 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.

I hereby authorize the Association to share the names and IHG One Rewards account numbers of all Members and Cardholders on my account.

Agreements with Allied Members and Strategic Partners:

From time to time, the Association enters into agreements with third parties who desire to market to and/or sell products and services to Members. In exchange for a fee to the Association, such parties become "Allied Members" or "Strategic Partners". In consideration of becoming a Member of the Association, I hereby release from liability and waive my right to sue the Association with respect to any and all claims or injury I may or have suffered arising from or related to (i) any agreement I shall hereinafter enter into with or have previously entered into with an Allied Member or Strategic Partner; or (ii) any products or services I shall hereinafter purchase or have previously purchased from, an Allied Member or Strategic Partner.

Responsibility for Actions:

Section 2: Member Code of Conduct

To protect the best interests of the Association and fellow Members, I acknowledge I will follow a code governing conduct, etiquette and privacy for matters that relate to the hospitality business, the Association and to Members. Failure to abide by this Member Code of Conduct (the "Code") may subject me to disciplinary action, up to and including the termination of my membership in the Association, in accordance with the Membership Termination Policy. The Code requires that I shall:

- **Ethical Conduct.** Act with honesty, integrity and competence in my 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 Bylaws 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 or share 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 or sharing items in any collaborative environment.
- Never engage in doxing.

Group Etiquette for Written Communications

In addition to the rules of conduct above, I also will respect the time of those with whom I may communicate, regardless of forum, as follows:

- In all written communications, I will state concisely and clearly the topic of my comments in the subject line to allow for response efficiency and searchability for future reference.
- In written group communications, I will send messages such as "thanks for the information" to individuals, and not to all persons on the list. I will accomplish this by using the "Reply to Sender" link in every message.
- I will not send administrative messages, such as "remove me from the list," to the group.
- I will not send spam or otherwise duplicative or unsolicited messages.
- I will not send or post infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material harmful to children or in violation of third-party privacy rights.
- I will not send or post any defamatory, abusive, profane, threatening, offensive or illegal materials.
- I will not send or post material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs.

Code Enforcement

Membership in the Association is a privilege. I understand that should I violate the Code, the Association has the right to terminate or suspend my membership pursuant to the procedure set forth in the Association's Bylaws.

I 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), including reasonable attorneys' fees it suffers relating to or arising under (a) any breach by me of this Code; (b) any person designated to act on my behalf or on behalf of a Member Hotel (e.g., serving as a Working Group Volunteer); or (c) any cardholder on my account. With respect to the Association's online resources (such as the Member Center), the Association does not actively monitor for inappropriate postings and does not on its own undertake editorial control of postings. However, should any inappropriate posting come to the attention of the Association, it will take appropriate actions including, but not limited to, removing the offending post and terminating the access for any Member (or any person acting on behalf of such Member) who does not abide by this Code.

This Code 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 state or federal courts 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 the Code as appropriate at his or her sole discretion.

Section 3: 2023 Membership and Dues Requirements

Eligibility and Member Benefits Card Requirements

- Each Principal Correspondent for one or more IHG-branded hotels may be eligible to become a Principal Member of the Association. In addition, individuals with Eligible Roles (as defined below) may also become cardholders under a Principal Member's membership account. A Principal Member may add persons with Eligible Roles in the Principal Member's Member Hotels by designating each such individual as a cardholder under the Principal Member's account in accordance with Association procedures. The Principal Correspondent is responsible for the actions of any and all cardholders on his or her account. Each cardholder will receive his or her own Association member benefits card and corresponding Annual Allocation of free room nights ("Annual Allocation").

Eligible Roles are those in which an individual is an owner, operator, partner or investor of one or more of the Principal Member's Member Hotels, or an individual affiliated in a management capacity with one or more of the Principal Member's Member Hotels.

- 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.
- A Principal Member's member benefits card and corresponding Annual Allocation must be generated from that Principal Member's membership account.
- A Principal Member with Billable Hotel(s) cannot be a cardholder on another Principal Member'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.
- Starting the fourth quarter of each calendar year, the Association shall begin sending non-member Principal Correspondents offers to join the Association for the upcoming year. In addition, the Association shall send all Principal Members membership renewal notices. However, Principal Correspondents may join or renew membership at any time throughout the year.
- **Upon joining the Association and after payment of applicable dues for all Billable Hotels, each Principal Member 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 Principal Member has five Billable Hotels in his or her portfolio, the Principal Member will receive five member benefits cards with his or her membership, and the Principal Member may purchase up to five additional member benefits cards.

- Each member benefits card is linked to an Annual Allocation. The Principal Member must designate each cardholder's name, address, unique email address, mobile and office phone numbers and IHG® Rewards 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 digital cards and corresponding Annual Allocations will typically be issued within seven to ten (7-10) business days.
- All Members (including cardholders) are required to comply with the Terms and Conditions for Membership and the Free Nights Program Terms and Conditions, which can be found at <https://www.owners.org/member-benefits/free-nights>.
- For as long as a Principal Member is a Member, the Principal Member may designate one or more individuals (each, a "PC Representative") to represent the Member Hotel(s), subject to Principal Member's obligation to be responsible for their actions, PC Representatives shall not be Members, but may, at the election of the Principal Member, receive Association communications and other benefits, including, by way of examples, access to the Member Center, access to Expert Sessions, and the opportunity to volunteer to serve on an Association Working Group, subject to the Association's selection process and compliance with all volunteer requirements (collective, "PC Rep Benefits").
 - If the hotel which the PC Representative is representing ceases to be a Member Hotel at any time during the membership year, the PC Representative may no longer be eligible to receive the PC Rep Benefits, in the Association's sole discretion.

Billable Hotels

General Billable Hotel Requirements

Each applicant must execute these Membership Terms and Conditions before the Association can complete the membership activation process.

Any hotel that is open *or* scheduled to open during the 2023 calendar year is considered a Billable Hotel for 2023 and is subject to 2023 Association membership dues. As noted above, complete information and membership dues must be received and processed by the Association for all Billable Hotels in order for the Principal Member to remain in good standing with the Association, and prior to membership becoming effective. The Association may process membership application funds upon receipt but membership will not be activated until all application information has been provided.

- 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 Principal Correspondent 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 Principal Correspondent for all such hotels.

- Dues must be paid in full for all Billable Hotels owned or operated by each Principal Correspondent (as designated in IHG's records) prior to the Principal Correspondent's Association membership becoming effective for any hotel in the Principal Correspondent's portfolio. Issuance of member benefits card(s) and corresponding Annual Allocation(s) can then begin.

General Membership Requirements

- The term of membership is for the 2023 calendar year and expires December 31, 2023.
- The Annual Allocation is valid for 2023 stays only.
- Once the Association issues a member benefits card, it cannot make any changes to the card. For example, the cardholder's name cannot be changed after the member benefits card has been issued.
- If any element of the Member's information is missing or invalid (including the IHG One Rewards number), it will not be possible to issue that individual a member benefits card or the corresponding Annual Allocation.

- Member benefits cards are **not transferrable**. In the event the Principal Member ceases to be the Principal Correspondent for the applicable Member Hotel, such Principal Member's Association membership, as well as the Association membership of all cardholders on such Principal Member's account, shall immediately terminate.
- If a Principal Correspondent's membership application fails to provide the names of additional individuals to become Members during the sign-up or renew process, the Association will issue only one member benefits card in the Principal Correspondent's name (if the Principal Correspondent was previously a cardholder). If the Principal Correspondent was not previously a cardholder, the Principal Correspondent must contact the Association Membership Department for issuance of one or more member benefits cards.
- For Principal Members who have not reached the maximum number of cardholders permitted for their accounts, those Principal Members may add additional cardholders at any time of the year by contacting the Association's Membership Department by email or phone at membership@ihgowners.org or **(001) 770.604.5555, option 1**. Additional cardholders cannot be added via the online system after the sign-up / renewal process has been completed.

Please note: Only the hotel's Principal Correspondent 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 cardholders) after the annual online transaction has been submitted.

- Each cardholder must have a unique email address (which is also his or her User ID) to log into his or her Association account and access his or her member benefits card. (For example, the Principal Member cannot access cards of any other cardholders under his or her account.)
- Membership dues and additional member benefits cards are **not refundable** for any reason, even if the hotel leaves the IHG System. The Principal Member must advise the Association if an individual who was previously given an additional member benefits card is no longer serving in an Eligible Role; in such event, the Association will terminate the member benefits card for such individual.
- Members hereby agree to receive membership-related emails from the Association, including emails regarding membership renewal.

2023 Hotel Portfolio Additions

2023 Members who add one or more Billable Hotel(s) to their portfolio at any time during the 2023 calendar year ("Hotel Portfolio Additions") are subject to the following requirements:

- Hotel Portfolio Additions are considered Billable Hotels and are billable for 2023 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 begin.
- 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 2023).
 - Converting a hotel into the IHG chain.

Non-Billable Hotels

Any licensed IHG hotel that has a scheduled opening date after 2023 is a Non-Billable Hotel for 2023 (“Non-Billable Hotel”).

Non-Billable Hotels are not included in a Principal Member’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.

Principal Correspondents for First-Time IHG Owners

The following conditions apply only to Principal Correspondents for 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.

- Principal Correspondents for first-time IHG owners may join the Association at any time during the 2023 calendar year if any of the hotels for which the applicant serves as a Principal Correspondent have an opening date in the 2023 calendar year. (For example, a Principal Correspondent for a hotel that is scheduled to open in November 2023 may join the Association as early as January 2023.)
- A Principal Correspondent for a first-time IHG owner may join the Association within 12 months of the scheduled opening date of a hotel for which the applicant serves as a Principal Correspondent. (For example, a Principal Correspondent for a hotel that is scheduled to open July 1, 2024, may join the Association in August 2023.)

IHG Owners Association 2023 Dues Structure

2023 DUES PER PROPERTY*

# Rooms (per hotel)	2023 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

*Dues must be paid for all eligible properties. For terms and conditions of the Free Nights Program, visit www.owners.org/freenights.

Additional member benefits cards: \$600 per card

Each Principal Member may, at his or her option, purchase exactly 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.

(Signature on next page)

By signing below and remitting membership dues, I acknowledge that:

- (i) I am applying for membership in the IHG Owners Association;
- (ii) I have read and understand the Terms and Conditions for Membership, which include:
 - (a) Consent and Release for IHG Data,
 - (b) Obligations of indemnification for my own acts and any acts of third parties who act on my behalf or use the Association benefits
 - (c) Member Code of Conduct, and
 - (d) Eligibility for Membership and Related Requirements; and
- (iii) I, and the franchisees for the Member Hotels that I represent, agree to the terms of and shall abide by the foregoing and hereby grant consent to the release of the Relevant Data by IHG to the IHG Owners Association as set forth in the Consent and Release for IHG Data.
- (iv) I, and franchisees for the Member Hotels that I represent, agree that the Terms and Conditions for Membership shall be construed in accordance with the laws of the state of Georgia. Any disputes between me or the franchisees for the Member Hotels that I represent on the one hand, and IHGOA on the other hand, that cannot be resolved by negotiations shall be referred to the exclusive jurisdiction of the state or federal courts in Fulton County, Georgia and we hereby stipulate to venue in, and submit to, the jurisdiction of said courts.

I hereby sign on behalf of the franchisee entities for each of the hotels for which I serve as Principal Correspondent.

Signature

Full Name of Principal Correspondent

Title