



NGBS GREEN VERIFIER AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Home Innovation Research Labs, Inc. ("the Company"), a Maryland corporation with an office at 400 Prince George's Boulevard, Upper Marlboro, MD 20774, and

☐ An Individual ("Verifier")

(INDIVIDUAL'S NAME),
Conducting business at (ADDRESS)

AND, IF APPLICABLE

☐ A COMPANY

(SPONSOR COMPANY'S NAME)

OFFICER OF THE SPONSOR COMPANY'S NAME

WHEREAS, Verifier represents that s/he understands the criteria of the NGBS Green certification program ("NGBS Green") and is knowledgeable, or will become knowledgeable, of the *National Green Building Standard™*, and other criteria the Company may adopt for NGBS Green; and that Verifier has the knowledge, expertise, and capability to inspect completed and partially-constructed buildings and land developments to recognize the use and incorporation of various green practices, features, processes, and criteria of NGBS Green; and

WHEREAS, Verifier is ready, willing, and able to provide services to clients participating in NGBS Green on the terms and conditions set forth herein; and

WHEREAS, Home Innovation Research Labs provides national administration of NGBS Green; and

WHEREAS, Home Innovation Research Labs, in reliance on Verifier's representations, is willing to accredit Verifier pursuant to this Agreement to provide verification services to clients seeking to have projects certified under NGBS Green; and

WHEREAS, Verifier is willing to act as an independent contractor, and not as an employee, on the terms and conditions set forth herein;

NOW THEREFORE, the parties agree:

1. Scope of Services

1.1 Verifier agrees that s/he will contract for verification services of specific projects directly with the client, and that the fees for verification services will be determined between Verifier and the client and will be paid by the client. Verifier further agrees that fees paid for verification services will not exceed a reasonable fee for such services in the project's locality, and that the payment or amount of the fee will not be dependent on the results of Verifier's inspection.

1.2 Verifier and the Sponsor, if applicable, agree that only individuals accredited by the Company shall conduct verification inspections/reviews pursuant to this Agreement. Verifier accreditation must be renewed annually. Verifier and the Sponsor, if applicable, shall immediately notify the Company if Verifier is no longer employed by the Sponsor identified in this Agreement, or if Verifier otherwise becomes unable to act as an accredited NGBS Green Verifier pursuant to this Agreement. The Sponsor shall immediately notify Verifier in writing that s/he is no longer authorized to act as an NGBS Green Verifier and shall confirm to the Company that notification has been given.

1.3 Verifier agrees to maintain internet access.

1.4 Verifier agrees to arrange a mutually-agreeable schedule of inspections with the client. Verifier agrees to promptly respond to client's scheduling request.

1.5 Verifier agrees to adhere to the NGBS Green verification protocol established by the Company.

1.6 Verifier agrees to complete the verification report for each building seeking NGBS Green certification. Verifier agrees to inspect each project, to review relevant documentation, and to award points toward certification as prescribed in the current *Verifier's Resource Guide* in an unbiased manner and in accordance with the applicable guidelines and criteria. Verifier agrees to report the results of the verification inspections and reviews in accordance with NGBS Green protocol. Verifier agrees to keep records per NGBS Green protocol for a minimum of three (3) years.

1.7 Verifier agrees that work shall be performed in a professional manner exercising the level of skill and care ordinarily exercised in similar circumstances by reputable professionals performing comparable services in the same geographic area and commensurate with the requirements and scope of the work to be performed.

1.8 Verifier understands that verification services are on an “as needed” basis and are not a guarantee of any specific amount of work. Verifier understands that this is not an exclusive arrangement and that the Company will approve other Verifiers for work in the same geographic area.

1.9 Verifier understands that to continue as an NGBS Green Verifier requires continuing education, as approved by the Company, of at least four (4) hours per year.

1.10 Verifier understands that, to continue as an NGBS Green Verifier, Verifier must properly complete and submit all verification reports along with the required supporting documentation in a timely manner according to the process specified by the Company. Verifier agrees to promptly respond to any follow-up inquiries from the Company regarding verification reports.

1.11 Verifier acknowledges and agrees that the Company or its representative may make periodic unannounced reviews of Verifier’s verification work as a quality assurance measure. Verifier agrees to promptly address any deficiencies identified during any such review to maintain Verifier accreditation. Verifier agrees to promptly notify the Company in advance of the date and time of each inspection of a project pursuant to this Agreement.

1.12 Verifier shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its verification services.

1.13 Verifier understands that verification reports will be graded for completeness and accuracy and that renewal of Verifier accreditation is dependent upon satisfactory performance. Company may require remedial work and/or suspend Verifier accreditation if Verifier demonstrates poor performance.

2. Term of Agreement

2.1 The Agreement shall commence on the date that it is fully executed, unless modified by mutual agreement of the parties or terminated earlier pursuant to the terms of the Agreement, and shall continue for four (4) years. The Agreement may be extended or renewed by mutual agreement.

2.2 The Agreement may be terminated by either party for any reason upon thirty (30) days written notice. Such reasons include without limitation the lack of any submitted verification reports for a two-year period.

2.3 The Company, in its sole discretion, may put Verifier on probation, upon written notice to Verifier, if Verifier’s performance does not meet reasonable expectations of the Company or NGBS Green clients. Upon notice, Verifier may be asked to complete additional technical training or continuing education, may be subject to more frequent audits of Verifier’s work, and will not be able to qualify for more advanced accreditation until the performance issues

are resolved to the Company’s satisfaction, which shall not be unreasonably withheld.

2.4 Further, the Company, in its sole discretion, may immediately suspend or terminate this Agreement, upon written notice to Verifier, in the event of a conflict of interest by Verifier, a breach of this Agreement by Verifier, or the receipt of information about Verifier that leads the Company to lose confidence in Verifier’s credibility, judgment, or the reliability of Verifier’s verification reports. Upon such notice, individual Verifiers are no longer authorized to conduct inspections, submit reports, access Verifier resources, use Home Innovation Research Labs Marks, or exercise any other rights under this Agreement.

2.5 All materials, information, data, records, or other property of any kind or nature, tangible or intangible, furnished to Verifier by the Company, the client, or developed by Verifier on behalf of the Company or the client, are and shall remain the sole and exclusive confidential property of the Company or the client, respectively. Upon termination of the Agreement, Verifier shall promptly return to the Company all copies of any of the Company’s data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the Company. Verifier shall also furnish to the Company all work in progress, or portions thereof, on behalf of NGBS Green. Verifier shall handle the client’s proprietary materials in accordance with Verifier’s agreement with the client.

3. Fees, Expenses, and Payment

3.1 As mentioned in 1.1, fees to compensate Verifier for verification services for each project shall be agreed upon and contracted between Verifier and the client. Invoicing and payment are to be handled strictly between Verifier and the client and paid by the client.

3.2 Reimbursement for out-of-pocket expenses is also to be agreed upon between Verifier and the client and paid by the client.

3.3 Fees may be charged by the Company to Verifier for the initial training and for required continuing professional development training. The fees charged will be the current fee at the time the training is provided, and all fees are non-refundable.

3.4 The Company will charge an annual fee to Verifier for accreditation and online listing, or continuing to be accredited and listed, as an NGBS Green Verifier. This fee will be the then-current fee as charged by the Company, and all fees are non-refundable.

4. Property Rights and Confidentiality

4.1 Verifier and Sponsor, if applicable, agree that all data, reports, and other writings (including electronic writings) by Verifier in connection with NGBS Green shall constitute works made-for-hire and hereby assign all right, title, and interest in and to all such writings to the Company. Verifier

and Sponsor, if applicable, shall mark all such writings with the Company's copyright or other proprietary notice as directed by the Company and shall take all reasonable actions deemed necessary by the Company to perfect the Company's rights therein. Verifier agrees to execute any documents of assignment or registration of copyright requested by the Company with respect to any and all such writings.

4.2 All rights, title, and interest in and to any programs, systems, equipment, data, and materials furnished to Verifier by the Company, or made available to Verifier at authorized websites, including but not limited to the *Verifier's Resource Guide*, the form of the verification report, and any training materials, scoring tools, or other documents for which the Company owns the copyright, are and shall remain property of the Company and shall be used exclusively in connection with this Agreement.

4.3 Verifier agrees to maintain in confidence all data, reports, and other writings or information produced or acquired from the Company during the course of work under this Agreement, and not to disclose any such writings or information to any third party, or use any such writings or information other than in connection with this Agreement, without the prior written consent of the Company. The restrictions on use in this Section 4.3 shall apply to writings and information available to Verifier at authorized websites, including but not limited to the *Verifier's Resource Guide*, the form of the verification report, and any training materials, scoring tools, or other documents for which the Company owns the copyright.

4.4 Verifier agrees to keep in confidence any information gathered from the client during the verification process, including the results of the scoring, unless given explicit permission to do so by the client.

4.5 Verifier shall not use or display any logos or marks of the Company or NGBS Green, except as expressly permitted by this Agreement.

(a) Verifier acknowledges and agrees that the Company has the sole and exclusive right and authority to license others to use the "Home Innovation NGBS Green Verifier" mark and the "Home Innovation NGBS Green Partner" mark, both of which are set forth below (the "Marks"). Verifier further acknowledges and agrees that the Company may change the design, format, or text of the Marks at any time at its sole discretion.



(b) The Company hereby grants to Verifier, for the duration of this Agreement only and only while Verifier is in compliance with Verifier's obligations under this Agreement, the non-exclusive right to use the Marks. No other right or license is granted by the Company to Verifier, either express

or implied, with respect to any other trademark, trade name, service mark, or other intellectual property right owned, possessed, or licensed by or to the Company.

(c) Verifier shall comply with any style manual or other guidelines that may be provided to Verifier by the Company concerning use of the Marks. The Marks may be used for ads, brochures, reports, business cards, stationary, etc., per the Company Brand and Marketing Style Guide for NGBS Green Verifiers.

(d) Notwithstanding any other provisions in this Agreement, Verifier shall be solely responsible for assuring that Verifier use of the Marks complies with all applicable governmental laws, rules, regulations, and guides.

(e) All use of the Marks by Verifier shall inure to the sole and exclusive benefit of the Company. Verifier shall not contest the Company's rights in the Marks. This obligation shall survive any termination of this Agreement.

(f) Verifier shall not use the Marks in any way that is misleading or otherwise misrepresents the status of their accreditation pursuant to this Agreement. Verifier agrees not to use the Marks until Verifier has fully completed the accreditation process.

(g) Upon the expiration of this Agreement or any earlier termination thereof: (i) all rights granted to Verifier hereunder shall automatically revert to the Company; (ii) Verifier shall discontinue use of any advertising, marketing, promotional, or other material bearing the Marks; and (iii) Verifier shall, in the Company's sole discretion, either deliver to the Company all patterns, proofs, and any other material which reproduce the Marks or give to the Company satisfactory proof of the destruction thereof.

4.6 Any breach by Verifier of the restrictions on disclosure or use in this Section shall be deemed a "material breach" of this Agreement within the scope of Section 2.4; may result in immediate termination of this Agreement; and will subject Verifier to all legal and equitable remedies, including damages and injunctive relief, as are available to the Company.

5. Warranties

5.1 The Company warrants that it owns all rights, title, and interest in and to any programs, systems, data, or materials furnished to Verifier hereunder.

5.2 Verifier warrants that Verifier's performance of the services called for by the Agreement does not and shall not violate any applicable law, rule, or regulation; any contracts with third parties; or any third-party rights in any patent, copyright, or trade secret.

6. Indemnification and Insurance

6.1 Verifier and Sponsor, if applicable, hereby indemnify and agree to hold harmless the Company, its officers, directors, agents, affiliates, and employees from and against any and all claims, demands, and actions, and any

liabilities, damages, or expenses resulting therefrom, including court costs and reasonable attorney fees, arising out of any actual or alleged acts or omissions of Verifier in connection with NGBS Green, except to the extent that any such injury or damage is found to be due to the gross negligence or willful misconduct of the Company. Verifier's obligations under this section shall survive the termination of this Agreement for any reason.

6.2 Verifier shall, at Verifier's own expense, provide and maintain during the term of this Agreement the following minimum amounts of insurance (per occurrence): workers compensation - as required by law; employer's liability - \$500,000; general liability - \$1,000,000; professional liability - \$500,000; and automobile liability - \$500,000. The insurance company providing such insurance, as well as the form of such insurance, shall be subject to the approval of the Company. The general liability and automobile liability insurance policies shall add Home Innovation Research Labs and its officers, directors, agents, affiliates, and employees as additional insureds for liability arising out of the work of the Verifier pursuant to this Agreement. All policies shall be primary and non-contributory and shall contain a provision by which the insurer agrees that such policies shall not be cancelled or not renewed without at least thirty (30) days advance notice to the Company. Each such policy, or a certificate thereof, shall be given to the Company promptly upon execution of this Agreement and thereafter upon any change or renewal of any insurance policy and periodically upon request by the Company.

6.3 Each party waives all rights and claims against the other party, and against its respective officers, directors, agents, affiliates, and employees, and against any of their subcontractors and their agents and employees, for all damages, losses, fines, expenses, costs, and fees, but only to the extent of the party's actual recovery of insurance proceeds therefor.

7. Limitation of Liability

Except as provided in Sections 4 and 6 hereof, in no event shall either party be liable to the other for any consequential damages or lost profits of the other party.

8. Miscellaneous

8.1 Verifier agrees to become familiar with and follow all applicable safety procedures of Verifier's clients. Verifier agrees to follow any additional safety procedures that may be provided by the Company for the conduct of the work. Verifier agrees to take due care to ensure Verifier safety and the safety of others during the performance of Verifier services.

8.2 Verifier shall not assign, transfer, or subcontract the Agreement or any of Verifier's obligations hereunder to a non-accredited Verifier.

8.3 During the term of this Agreement and for a period of one (1) year after termination of this Agreement,

neither Verifier nor Sponsor shall directly or indirectly as owner, partner, joint venturer, stockholder, member, manager, employee, broker, agent, principal, trustee, corporate officer, director, licensor, or in any capacity whatsoever, engage in, become financially interested in, be employed by, or render any consultation, services, or business advice to any residential green building program substantially based on the *National Green Building Standard™* (NGBS) or to any organization providing residential green building certification services substantially based on the NGBS. However, performing services for programs/organizations that base certifications on LEED, Energy Star, Builders Challenge, or Earthcraft, which are not based on the NGBS, is not prohibited. Notwithstanding the foregoing restrictions, Verifier may own any securities of any corporation which is engaged in such business and publicly owned and traded, but in an amount not to exceed at any time one (1) percent of any class of stock or securities of such company. Verifier and all accredited individuals and entities subject to this section shall not misrepresent NGBS Green or their individual accreditation status or status as an NGBS Green Verifier. The obligations under this section shall survive the termination of this Agreement for any reason.

8.4 This Agreement shall be governed and construed in all respects in accordance with the substantive laws of the state of Maryland, without regard to the choice of law rules thereof.

8.5 The parties are and shall remain independent contractors to one another, and nothing herein shall be deemed to cause the Agreement to create an agency, partnership, or joint venture between parties, or a relationship of employer and employee. Except as expressly provided in this Agreement, the Company shall not be liable for any debts, accounts, obligations, or other liabilities whatsoever of Verifier, including (without limitation) Verifier's obligations to withhold Social Security and income taxes for Verifier or Sponsor.

8.6 Neither party hereto shall be deemed to be in default of any provision of the Agreement or for failure in performance, resulting from acts or events beyond the reasonable control of such party and arising without its fault or negligence, provided that prompt written notice of any such act or event is given to the other party. Such acts shall include, but not be limited to, acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, war, strikes, fires, or other civil catastrophes.

8.7 All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act on a breach of the Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be

in writing and signed by the party against whom enforcement is sought.

8.8 All notices required or permitted hereunder shall be in writing addressed to the respective party as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid, or by email.

If to the Company:

Home Innovation Research Labs
400 Prince George's Boulevard
Upper Marlboro, MD 20774-8731
Attn: William M. Ingley
Email: bingley@HomeInnovation.com

If to Verifier:

Attn: _____
Email: _____

8.9 Verifier presently is and agrees to remain independent of the clients to which Verifier provides verification services pursuant to this Agreement. Verifier certifies that: 1) Verifier has no employment or managerial affiliation with such clients; 2) Verifier has no securities investments, stock options, or other financial interests in such clients; 3) the employment security of Verifier's personnel is free from influence by such clients; 4) Verifier will not provide verification services on any project in which Verifier has participated in the physical construction of the project or supplied materials for the project; 5) Verifier is not an agent for the sale of the project; 6) Verifier has no other affiliation or relationship with the client to which Verifier provides verification services pursuant to this Agreement, or to a supplier to the client, that would compromise the independence of Verifier or create the appearance of a lack of independence; and 7) neither Verifier nor Sponsor is an employee or an elected official of a state or local home builders association. Verifier shall immediately disclose to the Company any other services that Verifier provides to verification services clients pursuant to this Agreement, or to a supplier to such clients, and any other contractual relationships, affiliations, or other relationships that Verifier (or a close relative of Verifier) has with such clients or such suppliers. If Verifier also builds homes, Verifier agrees to notify both the client to which verification services are provided and the Company that Verifier builds homes that may be in competition with the client who is utilizing Verifier's verifications services. Verifier shall not act as a Verifier pursuant to this Agreement for Verifier's own projects.

8.10 Verifier and Sponsor, if applicable, agree not to advertise or promote Verifier's status or services as being accredited until the accreditation process is complete.

Accreditation will not occur until all evidence of insurance and other information required by this Agreement are approved by the Company. Verifier agrees to immediately cease to advertise or promote Verifier's status or services as being accredited if that status is revoked or terminated pursuant to the provisions of this Agreement. Verifier agrees that any verification inspection completed while not accredited and listed on the website will not be considered for certification purposes.

8.11 This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only by written instrument signed by both parties hereto, and shall be enforceable in accordance with its terms when signed by the party sought to be bound.

8.12 During the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, Verifier shall not, directly or indirectly, hire, solicit, or encourage to leave the Company's employment (i) any then-current employee of the Company, or (ii) any person who had been employed by the Company during the previous six (6) months. Verifier acknowledges that an award of damages would not fully compensate the Company for the injury caused by any breach of this section and, notwithstanding any other provision of this Agreement, agrees to the entry of an injunction or other appropriate equitable relief, including an award of attorneys' fees, as a remedy for any breach of this section. Verifier's obligations under this section shall survive the termination of this Agreement for any reason.

8.13 This Agreement confers rights and obligations only on the parties hereto and on the individuals who are accredited pursuant to this Agreement. This Agreement is not intended, and shall not be construed, to confer any rights on any other person or organization.

8.14 Before any party may commence an action or amend a complaint to add a claim arising out of or in connection with this Agreement, the claim must be submitted to mediation, unless mediation is waived in writing by each party to this Agreement. The complaining party shall send a written demand for mediation to the other party. If the parties fail to agree on a mediator within fifteen (15) days of the demand, the complaining party may petition the American Arbitration Association or other recognized mediation service for the appointment of a mediator. The mediator shall commence the mediation within thirty (30) days after being selected. The mediation shall be completed no later than fifteen (15) days after being commenced. The costs of the mediation shall be shared equally between the parties. The costs of the mediation are recoverable by the party that prevails in any subsequent litigation of the claim.

8.15 BY THE EXECUTION AND ACCEPTANCE OF THIS AGREEMENT, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT EACH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CONDUCT, OMISSION, OR STATEMENTS (WHETHER VERBAL OR WRITTEN) OF ANY PARTY WITH RESPECT THERETO. THIS PROVISION HAS BEEN NEGOTIATED BY THE PARTIES AND IS A MATERIAL INDUCEMENT TO THE PARTIES TO ACCEPT THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH PARTY, AND EACH PARTY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY FURTHER REPRESENTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in person or by their authorized officials on the dates set forth below.

HOME INNOVATION RESEARCH LABS, INC.

Signature _____
Date _____
Name William M. Ingley
(Printed or Typed)
Title Vice President and CFO
(Printed or Typed)

VERIFIER

Signature _____
Date _____
Name _____
(Printed or Typed)
Title _____
(Printed or Typed)

VERIFIER SPONSOR COMPANY, IF APPLICABLE

Signature _____
Date _____
Name _____
(Printed or Typed)
Title _____
(Printed or Typed)