

# **PADI RETAIL AND RESORT ASSOCIATION MEMBERSHIP AND LICENSE AGREEMENTS**

## **Document Review**

Depending upon which types of membership(s) you renew and are applying for and the programs you offer at your facility, you will need to confirm your understanding and agreement with the associated PADI Retail and Resort Membership and License Agreement for PADI Members, the Emergency First Response (EFR) License Agreement for PADI EFR Members, and/or the PADI Freediver Center Membership Agreement and License Agreement for PADI Freediver Members. As there are some revisions to these documents, you are advised to review them.

# PADI RETAIL AND RESORT ASSOCIATION MEMBERSHIP AGREEMENT

## 2026 MEMBERSHIP TERM

### PLEASE READ CAREFULLY – Sign statement on application.

Membership in the PADI Retail and Resort Association is offered by PADI Worldwide Corp. to select independently owned and operated dive centers and dive resorts ("Members"). It provides Members an array of programs and services, including the ability to offer and advertise PADI-Certified Diver Education Courses as well as other courses and programs provided by PADI Worldwide Corp. and PADI Americas, Inc. (hereinafter, with PADI Worldwide Corp.'s licensed Regional Headquarters, referred to collectively as "PADI"®) and their corporate affiliates and associated companies, including Emergency First Response® Corp. (EFR®), PADI Travel®, PADI Media, and PADI AWARE® ("PAF").

For ease of reading and clarity, this document refers to "PADI-certified Programs" to mean any [certification] program provided by PADI, EFR or PADI AWARE. Membership and renewal in PADI Retail and Resort Association is subject to Member reading and signing this Agreement and compliance with the terms and conditions therein.

The undersigned Member hereby acknowledges and agrees that:

1. Member shall provide PADI-certified Programs as may be advertised at its facility and shall ensure that training for PADI-certified Programs received at Member's facility is in accordance with current PADI or EFR Standards and Procedures, as applicable, as published in the various PADI and/or EFR *Instructor Manuals*. Member agrees that it will cause its managers, directors officers, employees and staff, including contractors (collectively, "Member Staff"), to read and adhere to all standards changes published in *Training Bulletins* and other updates.
2. Member Staff shall develop an understanding and familiarity with the fundamentals contained in the various PADI and EFR *Instructor Manuals*, as appropriate to the courses being offered at Member's facility and, if applicable, the *PADI Course Director Manual* and the *EFR Instructor Trainer Manual*.
3. Member shall ensure that certification and course completion cards for Member's facility's PADI-certified Programs are requested only for people who have been trained by Teaching status PADI Members and have successfully met all requirements as outlined in the appropriate *Instructor Manuals*, *Training Bulletins* and/or updates for the programs being taught.
4. Member acknowledges that it has received and reviewed the PADI Retail and Resort Association Standards, including all current PADI or EFR Standards and Procedures, as applicable, as published in the various PADI and/or EFR *Instructor Manuals*, in each case, commensurate with the level and type of membership for which Member has applied (such applicable standards, the "PADI Standards"). Member further certifies that it is, and will remain in, compliance with the applicable PADI Standards and will support PADI's educational concepts.
5. Member shall provide PADI with true and correct student/participant contact information, including the student's legal name, proper mailing address, when submitting any certification, authorization or participant registration (PIC envelope, application or registration card/roster, OLPC, etc.) for any PADI-certified Program to PADI. Member understands and agrees that such information shall be the property of PADI and the submitting Member, and that such information regarding an EFR program shall be the property of EFR, PADI and the submitting Member.
6. PADI shall use the student information in its Quality Assurance program, and for research and statistical purposes. PADI will not sell, trade or lease student names and addresses to any third party. However, PADI may use the information for the purpose of promoting the PADI dive training, diving, diver recognition, diver insurance and PADI AWARE programs, promoting the dive business of PADI Retail and Resort Association members or promoting dive membership and affinity programs, including the PADI Club™ program. Additionally, PADI may periodically use the information for the purpose of selling certain non-product items, such as PADI Media subscriptions and travel. EFR may periodically use the EFR student information to promote EFR courses and programs.
7. Member will receive communications from PADI regarding programs and courses in addition to promotional emails, special offers, new features and all communication deemed relevant by PADI and its affiliated companies, initially and on an ongoing basis, until such time as Member withdraws or updates its consent or preferences for communications. All commercial electronic messages will be sent in accordance with relevant laws.
8. All PADI members (including Member and other PADI-certified individuals and dive centers and resorts) involved in the training of students, as determined by student certification records at PADI, are responsible for adherence to PADI and/or EFR Standards, as appropriate, during the conduct of that training. The Training and Quality Management Department will communicate with all involved members upon receipt of reports or any other information indicating possible violation of Standards and Procedures.
9. Members in good standing may be eligible to participate in PADI's Revenue Sharing Program. PADI will determine a revenue share amount applicable to PADI products as determined in PADI's sole and absolute discretion, which may be changed from time to time. The revenue share amount will be credited to the Member's account at PADI where it will remain available to be applied toward open or outstanding invoices, provided those amounts are not the subject of a good-faith dispute, or any future orders. Credits may expire after a defined period of inactivity or non-use, as permitted by applicable law. Credits will be reviewed and updated on at least a quarterly basis. Participating in this Program does not grant the Member any equity interest, partnership, or co-ownership rights in PADI, and each Member shall be solely responsible for the payment of any taxes arising from the amounts received under this program.
10. Financial irresponsibility in dealings with PADI or its corporate affiliates and associated companies is grounds for membership suspension or termination.
11. The terms and conditions of this Agreement are effective for the 2026 Membership Term, as referenced above. Should PADI substantially modify the terms of this Membership Agreement, Member will be notified in writing of the changes prior to the next Membership renewal term.
12. PADI Standards meet and are governed by all applicable World Recreational Scuba Training Council ("WRSTC") and International Organization for Standardization ("ISO") diving standards, and any violation of PADI Standards may also entail violations of WRSTC and ISO dive instructional and/or supervisory requirements.
13. Member is and will continue to be independently owned and operated. Member is not an Agent or authorized person with respect to PADI. This Agreement is not intended to, and shall not be construed to, create any association, joint venture, agency relationship or partnership between PADI and Member, Member Staff or Member's facility. PADI will have no control over or involvement with Member, Member Staff or Member's facility's day-to-day operations and activities and will bear no responsibility for the same. Member shall have no power to bind, assume or create any obligation or responsibility, express or implied, for or on behalf of PADI or any of its affiliates, and this Agreement does not create any form of legal association that would impose liability upon PADI for any act or failure to act by Member or any person or entity associated with Member.

14. PADI has a legitimate interest in retaining information related to Member in accordance with PADI's internal corporate records retention policy. Many of these records have an enduring historical value documenting Member's and its affiliated persons training activities and certification history.

15. Membership in PADI Retail and Resort Association is granted at the sole discretion of PADI, based upon Member's ability to meet the PADI Standards and upon PADI's unilateral determination of additional criteria in PADI's sole discretion, including, but not limited to, whether acceptance and continuation of membership is in the best interest of PADI. Satisfaction of the PADI Standards or other requirements does not guarantee membership. Membership in PADI, at any level, may be revoked by PADI, in its sole discretion, at any time.

Member understands and acknowledges that PADI may share relevant membership-related information, including its quality management actions, with governmental authorities or other relevant outside agencies where appropriate and in furtherance of PADI's commitment to diver safety and training integrity.

Member understands and acknowledges that, where applicable, its facility will exclusively advertise and issue PADI certifications for recreational diver, freediving and mermaid courses and introductory programs. Exceptions may include specialty certifications issued for training activities outside the PADI System of diver education, such as cave diving, students referred from other certification organizations for completion of entry-level training, and pool demonstration or "try diving" programs in swimming pools with maximum depths less than 1.2 meters/4.0 feet. Member agrees that its facility will not provide non-PADI programs unless it has received prior, written approval from its Regional Headquarter to offer these courses or programs.

Member understands and acknowledges that the educational validity and thoroughness of PADI's educational programs, as well as PADI's ongoing investment in its exclusive Quality Management system, play a significant role in maintaining quality diver education and diver safety; Member further understands and supports this ongoing effort by PADI, which directly benefits its facility, the PADI Members associated with its facility, and most importantly, its customer divers and student divers upon which the facility depends.

Member understands and acknowledges that 1) due to PADI's significant ongoing promotional efforts on behalf of its Members, its facility benefits directly; and 2) that it is also in PADI's best interests to continue this substantial investment and promotional efforts on its and other PADI Members' behalf, for as long as such efforts continue to inure to the direct benefit of PADI Members and to PADI itself.

## **16. Data Privacy Compliance; Data Use and Protection**

Member agrees not to attempt, or permit a third party to attempt, to reverse assemble, decompile, modify, or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms associated with the use of PADI programs. Member shall abide by and comply with local applicable privacy and data protection laws and regulations governing the processing and storing of personal information, as described in this agreement.

## **17. For PRRA Members operating in the European Union:**

Member acknowledges and agrees that when facility staff members collect customer personal information involved with PADI training programs, under GDPR regulations the facility is considered a "data co-controller" with PADI. Additionally, Member acknowledges and agrees that when facility staff members collect customer personal information involved with enquiries (that include customer personal information) concerning PADI programs and products, such as travel, which will be forwarded to PADI for follow-through, under GDPR regulations the Member is considered a "data processor" for PADI. As such, a Member involved with such activities must make reasonable, commercial efforts to protect such personal data by adhering to the guidelines of GDPR Article 28, UK GDPR Article 28, or relevant local privacy policies.

\*<https://gdpr-info.eu/art-28-gdpr/>

## **18. For PRRA Members operating in Mainland China:**

Member agrees that, as condition of PADI Membership, Member's facility will abide by all laws or regulations required in the area(s) in which it operates, in order to do business as a dive center and/or dive resort.

19. Member has and will maintain in full force and effect general liability insurance and professional liability insurance (for Member Staff when providing professional services and instruction) policies with extended coverage, on commercially reasonable terms (including coverage amounts) for a company in the industry in Member's jurisdiction. Member will cause PADI and its affiliates to be listed as "additional insureds" under such insurance policies and will promptly provide evidence of such insurance upon request by PADI. PADI reserves the right to mandate coverage amounts and other terms of coverage for certain Members (including for example, Members in specific legal jurisdictions).

20. This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement and all other provisions shall be and remain in full force and effect.

# LICENSE AGREEMENT FOR INDIVIDUAL PADI MEMBERS

PADI Worldwide Corp. (a California corporation) has the right and authority to use and sublicense various marks owned by PADI Americas, Inc. (a California corporation) (hereinafter referred to collectively as PADI®), Emergency First Response Corp. (a California corporation, hereinafter EFR®, the use of whose marks are provided to PADI Retail and Resort Association Members with a renewed EFR Instructor teaching its EFR programs), PADI AWARE® (hereinafter PAF), a California non-profit foundation. The PADI marks include, but are not limited to, the Word Mark Professional Association of Diving Instructors®, the Word Mark PADI, certain logotypes including a diver placed on a world, a Mark for *The Undersea Journal™*, as well as other marks, including Specialty and Certification marks. The EFR marks include, but are not limited to, the Word Mark EFR and the EFR logotype, which consists of a heart with a pulse line inside a box, with the words Emergency First Response®. The PADI AWARE marks include, but are not limited to, The Word Marks PADI AWARE® and PADI AWARE Foundation®, and the PADI AWARE logotype, which consists of a diver on a globe with the words PADI AWARE Foundation in either vertical or horizontal orientation. For the purposes of this License Agreement, these various marks shall be referred to collectively as the Marks.

PADI relies upon the foregoing Marks to indicate the source of origin of its and its related services, certifications, support programs and products, so that the public will be protected; and so PADI individual members, PADI Retail and Resort Association Members, students and others associated with PADI will receive the highest-quality services and products pertaining to its business. To provide PADI Members with the ability to advertise, promote and indicate the source of origin of the PADI services, certifications, support programs and products they provide, PADI Members are hereby granted a license to use the foregoing Marks on promotional materials only, specifically printed, film or video formats, and software, fixed media, such as hard drives or CDROM, or any interactive digital or broadcast media or methods, including, but not limited to, internet or world wide web sites. The single exception to the terms above is that, with specific, written authorization from the respective licensed PADI Regional Headquarters, PADI Retail and Resort Association Members may place the PADI diver and globe Mark on their facility staff shirts, in very limited quantities. Such shirts may not be resold in any manner, and each such printing must receive separate written authorization.

The license shall not extend to the provision of other printed materials, such as manuals, books, instructions, clothing (except as noted above) or products or any other materials whether or not they are manufactured, sold, distributed or licensed to others by PADI, EFR or PAF.

This license extended by PADI Worldwide Corp. shall only be with respect to (1.) Printed advertising and promotional materials, (newspaper and periodical advertisements, telephone-directory advertising, handbills and signs, except for staff shirts, as noted above); (2.) Film and video format promotional materials such as television commercials, slide shows or promotional videos; and (3.) Software, fixed media, such as hard drives or CD-ROM, or any interactive digital or broadcast media or methods, including, but not limited to, internet or world wide web sites, with such uses governed by the most current guidelines, as may be published by PADI from time to time; none of which shall include use on any item or product intended for resale.

None of the PADI, EFR or PAF company names, trade names or Marks may be used in internet domain names or e-mail addresses.

The foregoing license for advertising and promotional use shall in all respects follow the exact format, character, general appearance, type style, background and proportions of the Marks originating from PADI, EFR and PAF, respectively. In no case shall the Marks be combined with other marks, symbols, language or be in a format and appearance other than that actually used by PADI, EFR and PAF, respectively. The full trademark must be used; truncated or partial use of a Mark is not authorized. This license shall be personal to the individual member and shall be nontransferable, non-divisible and not capable of being sublicensed in any manner through any party. None of the PADI, EFR or PAF company names, trade names or Marks may be incorporated into any other trademark or trade name.

Notwithstanding the foregoing, PADI and the licensed PADI Regional Headquarters shall have the sole right to disapprove of any promotional materials prepared and shall be the sole judge of the criteria of whether it meets the standard of this license agreement. To this end, any suggestions or requests by authorized members of the PADI staff as to the usage of the Marks shall be complied with as soon as possible to avoid mistakes, deceptions, dilution or other problems that would be detrimental to the foregoing Marks. Member can access the PADI Image, Trademark & Video Gallery Terms of Use in the Marketing Hub on the PADI Pros' Site, which may be updated from time to time.

Regardless of the foregoing license, PADI, EFR or PAF, individually and cooperatively, shall have the right to institute and bring any suit or any other action necessary to protect the Marks as to any person, firm or corporation now or prospectively using the Marks or any similar marks, derivations, analogs, trade names, fanciful scripts or designs.

This license shall extend for the term of membership and shall be terminated forthwith upon termination of the member's membership with PADI Worldwide Corp.



# EMERGENCY FIRST RESPONSE® LICENSE AGREEMENT FOR PADI EFR MEMBERS

## 2026 Membership Term

Emergency First Response Corp. (a California corporation, hereinafter “EFR”) is the owner of certain marks, including but not limited to, Emergency First Response, The Responder, certain logotypes – including a red heart with a pulse mark superimposed thereon, as well as other marks, including Specialty and Certification marks. EFR® relies upon the foregoing marks to indicate the source of origin of its services, certifications and products, so that the public will be protected; and the instructors, participants and others associated with EFR will receive the highest-quality services and products pertaining to their business.

To provide EFR Instructors with the ability to advertise, promote and indicate the source of origin of the EFR services, certifications and products they provide, EFR Instructors are hereby granted a license to use the foregoing marks on promotional materials only, specifically printed, film or video formats and software; fixed media, such as hard drives or CD-ROM; or any interactive digital or broadcast media or methods, including, but not limited to, internet or World Wide Web Sites.

The license shall not extend to the provision of other printed materials, such as manuals, books, instructions, clothing or products or any other materials whether or not they are manufactured, sold, distributed or licensed to others by EFR.

This license extended by EFR shall only be with respect to (1.) Printed advertising and promotional materials, (newspaper and periodical advertisements, telephone-directory advertising, handbills and signs); (2.) Film and video format promotional materials such as television commercials, slide shows or promotional videos; and (3.) Software, fixed media, such as hard drives or CD-ROM, or any interactive digital or broadcast media or methods-based promotion, including, but not limited to, internet or World Wide Web Sites; none of which shall include use on any item or product intended for resale. The term “Emergency First Response” may not be used in internet domain names.

The foregoing license for advertising and promotional use shall in all respects follow the exact format, character, general appearance, type style, background and proportions of the marks originating from EFR. In no case shall the marks be combined with other marks, symbols, language or be in a format and appearance other than that actually used by EFR. The full trademark must be used; truncated or partial use of a mark is not authorized.

This license shall be personal to the individual EFR Instructor and shall be nontransferable, nondivisible and not capable of being sublicensed in any manner through any party.

Notwithstanding the foregoing, EFR shall have the sole right to disapprove of any promotional materials prepared and shall be the sole judge of the criteria of whether it meets the standard of this License Agreement. To this end, any suggestions or requests by authorized members of the EFR staff as to the usage of the marks shall be complied with as soon as possible to avoid mistakes, deceptions, dilution or other problems that would be detrimental to the foregoing marks.

Regardless of the foregoing license, EFR shall have the right to institute and bring any suit or any other action necessary to protect its marks as to any person, firm or corporation now or prospectively using the marks or any similar marks, derivations, analogs, trade names, fanciful scripts or designs.

This license shall extend for the term of authorization as an EFR Instructor, which shall be terminated forthwith upon termination of the EFR Instructor’s relationship with EFR.

# PADI FREEDIVER™ CENTER MEMBERSHIP AGREEMENT

## 2026 MEMBERSHIP TERM

**PLEASE READ CAREFULLY – Sign statement on application.**

Membership in the PADI Retail and Resort Association (PRRA) as a PADI Freediver Center is offered by PADI Worldwide Corp. to select businesses that offer freediving services and training. It provides an array of programs and services, including the ability to offer and advertise PADI Freediver Courses and programs provided by PADI Worldwide Corp. and PADI Americas, Inc. (hereinafter, with PADI Worldwide Corp.'s licensed PADI Regional Headquarters, referred to collectively as PADI®) and PADI AWARE® ("PAF"). For ease of reading and clarity, this document shall refer to "PADI Freediver Programs" to mean any freediver program provided by PADI and any authorized program provided by PADI AWARE.

Membership and renewal in PRRA as a PADI Freediver Center is subject to Member reading and signing this Agreement and compliance with the terms and conditions therein. PADI will consider membership or renewal subject to the following terms and conditions:

1. Member shall provide PADI Freediver Programs as may be advertised at its facility and shall ensure that training for PADI Freediver Programs received at its facility is in accordance with current PADI Standards and Procedures, as appropriate, as published in the PADI Freediver Program Instructor Guide. Member agrees that it will cause its managers, directors, officers, employees and staff, including contractors (collectively, "Member Staff") to read and adhere to all standards changes published by PADI.
2. Member shall develop an understanding and familiarity with the fundamentals contained in the PADI *Freediver Program Instructor Manual*, as appropriate to the courses being offered at its facility and, if applicable, the PADI Freediver Program Instructor Trainer Guide.
3. Member shall ensure that certification and course completion cards for its facility's PADI Freediver Programs are requested only for people who have been trained by Teaching-status PADI Freediver Instructors and have successfully met all requirements as outlined in the appropriate Instructor Guides and/or updates for the programs being taught.
4. Member shall abide by all PADI Freediver Center Standards commensurate with the level and type of membership for which Member is applying. Member further certifies that it is, and will remain in, compliance with the applicable PADI Standards and will support PADI's educational concepts.
5. Member shall provide PADI with true and correct student/participant contact information, including the student's legal name and proper mailing address, when submitting any certification authorization or participant registration (PIC envelope/online, application or registration card/roster, OLPC, etc) for any PADI Freediver Program to PADI. Member understands and agrees that such information regarding a PADI Freediver or PADI AWARE program shall be the property of both PADI and the submitting Member.
6. PADI will use the student information in its Quality Management program, and for research and statistical purposes. PADI will not sell, trade or lease student names and addresses to any third party. However, from time to time, PADI may use the information for the purpose of promoting the PADI dive training available through PADI Members, diving, diver recognition, diver insurance, and PADI AWARE programs, promoting the dive business of PADI Retail and Resort Association Members, or promoting dive membership and affinity programs, including the PADI Club™ program. Additionally, PADI may periodically use the information for the purpose of selling certain non-product items, such as PADI Media magazine subscriptions and travel.
7. Member will receive communications from PADI regarding programs and courses in addition to promotional emails, special offers, new features and all communication deemed relevant from PADI and affiliated companies, initially and on an ongoing basis, until such time Member withdraws or updates its consent or preferences for communications. All commercial electronic messages will be sent in accordance with relevant laws.
8. All PADI members (individuals, dive centers and resorts) involved in the training of students, as determined by student certification records at PADI, are responsible for adherence to PADI Standards, as appropriate, during the conduct of that training. The Training and Quality Management Department will communicate with all involved members upon receipt of reports or any other information indicating possible violation of Standards and Procedures.
9. Members in good standing may be eligible to participate in PADI's Revenue Sharing Program. PADI will determine a revenue share amount applicable to PADI products as determined in PADI's sole and absolute discretion, which may be changed from time to time. The revenue share amount will be credited to the Member's account at PADI where it will remain available to be applied toward open or outstanding invoices, provided those amounts are not the subject of a good-faith dispute, or any future orders. Credits may expire after a defined period of inactivity or non-use, as permitted by applicable law. Credits will be reviewed and updated on at least a quarterly basis.

Participating in this Program does not grant the Member any equity interest, partnership, or co-ownership rights in PADI, and each Member shall be solely responsible for the payment of any taxes arising from the amounts received under this program.
10. Financial irresponsibility in dealings with PADI or its corporate affiliates and associated companies is grounds for membership suspension or termination.
11. The terms and conditions of this Agreement are effective for the 2026 Membership Term, as referenced above. Should PADI substantially modify the terms of this Membership Agreement, Member will be notified in writing of the changes prior to the next Membership renewal term.
12. Member is and will continue to be independently owned and operated. Member is not an Agent or authorized person with respect to PADI. This Agreement is not intended to, and shall not be construed to, create any association, joint venture, agency relationship or partnership between PADI and Member, Member Staff or Member's facility. PADI will have no control over or involvement with Member, Member Staff or Member's facility's day-to-day operations and activities and will bear no responsibility for the same. Member shall have no power to bind, assume or create any obligation or responsibility, express or implied, for or on behalf of PADI or any of its affiliates, and this Agreement does not create any form of legal association that would impose liability upon PADI for any act or failure to act by Member or any person or entity associated with Member.
13. PADI has a legitimate interest in retaining information related to Member in accordance with PADI's internal corporate records retention policy. Many of these records have an enduring historical value documenting Member's and its affiliated persons training activities and certification history.

14. Member understands and acknowledges that PADI may share relevant membership-related information, including its quality management actions, with governmental authorities or other relevant outside agencies where appropriate and in furtherance of PADI's commitment to diver safety and training integrity.
15. Membership in PADI Retail and Resort Association as a PADI Freediver Center is granted at the sole discretion of PADI, based upon its unilateral determination of several criteria including, but not limited to, whether acceptance and continuation of membership is in the best interest of PADI. Satisfaction of minimum requirements does not guarantee membership. Membership in PADI, at any level, may be revoked by PADI, at its sole discretion, at any time.

#### **16. Data Privacy Compliance; Data Use and Protection**

Member shall abide by and comply with local applicable privacy and data protection laws and regulations governing the processing and storing of personal information, as described in this agreement.

Member agrees not to attempt, or permit a third party to attempt, to reverse assemble, decompile, modify, or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms associated with the use of PADI programs.

#### **17. For PADI Freediver Center Members operating in the European Union:**

Member acknowledges and agrees that when facility staff members collect customer personal information involved with PADI training programs, under GDPR regulations the facility is considered a "data co-controller" with PADI. Additionally, Member acknowledges and agrees that when facility staff members collect customer personal information involved with enquiries (that include customer personal information) concerning PADI programs and products, such as travel, which will be forwarded to PADI for follow-through, under GDPR regulations the facility is considered a "data processor" for PADI. As such, PADI Freediver Center Members involved with such activities must make reasonable, commercial efforts to protect such personal data by adhering to the guidelines of GDPR Article 28, UK GDPR Article 28, or relevant local privacy policies.

\*<https://gdpr-info.eu/art-28-gdpr/>

#### **18. For PADI Members operating in Mainland China:**

Member agrees that, as a condition of PADI Membership, Member shall abide by all laws or regulations required in the area(s) in which it operates, in order to do business as a dive center.

19. Member has and will maintain in full force and effect general liability insurance and professional liability insurance (for Member Staff when providing professional services and instruction) policies with extended coverage, on commercially reasonable terms (including coverage amounts) for a company in the industry in Member's jurisdiction. Member will cause PADI and its affiliates to be listed as "additional insureds" under such insurance policies and will promptly provide evidence of such insurance upon request by PADI. PADI reserves the right to mandate coverage amounts and other terms of coverage for certain Members (including for example, Members in specific legal jurisdictions).

20. This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement and all other provisions shall be and remain in full force and effect.

# LICENSE AGREEMENT FOR PADI FREEDIVER™ MEMBERS

PADI Worldwide Corp. (a California corporation) has the right and authority to use and sublicense various marks owned by PADI Americas, Inc. (a California corporation) (hereinafter referred to collectively as PADI®), and PADI AWARE® (hereinafter PAF), California non-profit foundations. The PADI marks include, but are not limited to, the Word Mark PADI, the Word Mark PADI Freediver, certain logotypes including a diver placed on a world, as well as other marks, including Specialty and Certification marks. The PADI AWARE marks include, but are not limited to, The Word Marks PADI AWARE® and PADI AWARE Foundation®, and the PADI AWARE logotype, which consists of a diver on a globe with the words PADI AWARE Foundation in either vertical or horizontal orientation. For the purposes of this License Agreement, these various marks shall be referred to collectively as the Marks.

PADI relies upon the foregoing Marks to indicate the source of origin of it and its related services, certifications, support programs and products, so that the public will be protected; and so PADI Freediver Instructor and Freediver Center members, students and others associated with PADI will receive the highest-quality services and products pertaining to its business. To provide PADI Freediver Members with the ability to advertise, promote and indicate the source of origin of the PADI Freediver services, certifications, support programs and products they provide, PADI Freediver Members are hereby granted a license to use the PADI Freediver™ Word Mark and the PADI Freediver graphic logo, which consists of the PADI diver-on-the-globe Mark with the words PADI Freediver™ underneath, on promotional materials only, specifically printed, film or video formats, and software, fixed media, such as hard drives or CDROM, or any interactive digital or broadcast media or methods, including, but not limited to, internet or world wide web sites. The single exception to the terms above is that, with specific, written authorization from the respective licensed PADI Regional Headquarters, PADI Freediver Center Members may place the PADI Freediver™ graphic logo or the PADI Freediver™ Word Mark on their facility staff shirts, in very limited quantities. Such shirts may not be resold in any manner, and each such printing must receive separate written authorization.

The license shall not extend to the provision of other printed materials, such as manuals, books, instructions, clothing (except as noted above) or products or any other materials whether or not they are manufactured, sold, distributed or licensed to others by PADI or PAF.

This license extended by PADI Worldwide Corp. shall only be with respect to (1.) Printed advertising and promotional materials, (newspaper and periodical advertisements, telephone-directory advertising, handbills

and signs, except for staff shirts, as noted above); (2.) Film and video format promotional materials such as television commercials, slide shows or promotional videos; and (3.) Software, fixed media, such as hard drives or CDROM, or any interactive digital or broadcast media or methods, including, but not limited to, internet or world wide web sties, with such uses governed by the most current guidelines, as may be published by PADI from time to time; none of which shall include use on any item or product intended for resale.

None of the PADI or PADI AWARE company names, trade names or Marks may be used in internet domain names or e-mail addresses.

The foregoing license for advertising and promotional use shall in all respects follow the exact format, character, general appearance, type style, background and proportions of the Marks originating from PADI and PAF, respectively. In no case shall the Marks be combined with other marks, symbols, language or be in a format and appearance other than that actually used by PADI and PADI AWARE, respectively. The full trademark must be used; truncated or partial use of a Mark is not authorized. This license is non-transferable, non-divisible and not capable of being sublicensed in any manner through any party. None of the PADI or PADI AWARE company names, trade names or Marks may be incorporated into any other trademark or trade name.

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