

Retail & Hospitality Information Sharing & Analysis Center (RH-ISAC) Core Membership Agreement**Background**

The Retail & Hospitality Information Sharing & Analysis Center (RH-ISAC) is a cybersecurity community for retailers and commercial services entities, connecting all aspects of consumer products, goods, and services industries throughout the ecosystem and supply chain. The RH-ISAC supports its members by serving as the conduit for collaboration, threat intelligence sharing and cooperation. The RH-ISAC does this by building and sustaining valuable programs, partnerships, products and opportunities that enable the RH-ISAC members to grow in their trust-based relationships, strategic knowledge and tactical capabilities. Through the RH-ISAC, members of all sizes share cyber intelligence on incidents, threats, vulnerabilities, and associated threat remediation because as a community, we understand that we are stronger together. Forming a trusted arena for the sharing of critical strategic and tactical information between members and industry partners for the purpose of collaborative and innovative problem-solving, the RH-ISAC is the information sharing source for cybersecurity risk management.

Membership in RH-ISAC is open to commercial services industry organizations of various vertical segments and sizes, subject to the approval of the RH-ISAC board of directors (Board). Due to the nature of the various potential members and diverse makeup of these organizations, the Board endeavors to ensure that membership dues will allow organizations of all sizes to reap the benefits brought by the power of the assembled community. The RH-ISAC partners with associations of commercial services organizations to support them and their members in their cybersecurity objectives.

The RH-ISAC Core Membership Agreement is intended to ensure that the participants in the RH-ISAC community are engaging in a secure and mutually governed capacity to protect the interests of all members.

General Terms and Conditions

This agreement (Agreement) is entered into between the Retail and Hospitality Information Sharing and Analysis Center (the RH-ISAC) and _____ (Member) as of _____ (effective date).

1. Membership

(a) To become a member of the RH-ISAC, an entity must meet the eligibility requirements as specified, and must be approved for membership by the RH-ISAC. Eligibility requirements are:

- Must be engaged in the operation of a retail presence, be connected with the retail merchandising industry (e.g., wholesalers or product manufacturers), restaurant or food service industry, sports leagues (e.g., professional sports leagues and federations), gaming (e.g., casinos), lodging (e.g., hotels, motels, conference centers), outdoor events (e.g., theme and amusement parks, fairs, campgrounds), entertainment and media (e.g., motion picture studios, broadcast media) or other commercial services, whether physical or internet-based;
- Must not be wholly or partially state-owned; must be privately owned or publicly owned at the ultimate parent company level without any ownership or control, directly or indirectly, by any instrumentality of any government;
- Must not have its head office or primary business in a country that is subject to U.S. economic sanctions as indicated by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or itself be identified or designated as sanctioned by OFAC;
- Must not have its head office or have its primary business in a country that does not have laws targeting cybercrime or does not actively prosecute cyber-criminals in that country;
- Must not have its head office or its primary business in a country that supports terrorist activities or corporate espionage against the United States; and
- Must complete and submit an RH-ISAC Membership Agreement and pay the corresponding annual membership fee as set forth at <https://rhisac.org/membership>.

(b) Member agrees to be contacted by the RH-ISAC for the purpose of verifying (1) the existence of the company; (2) accuracy of address and physical location; and (3) the applying individual is a valid employee of the applicant company with authority to bind the Member.

(c) Member agrees to promptly, but in no event more than five business days after the occurrence, notify the RH-ISAC if Member becomes aware that its eligibility status has changed.

(d) Membership fees are based on the size of the institution, as defined by annual revenues, as specified on the RH-ISAC website at <http://www.rhisac.org>.

(e) Benefits are itemized and described on the RH-ISAC website at <http://www.rhisac.org>.

2. Terms and Termination

(a) This Agreement is effective from the date of acceptance of this Agreement and Membership Application by RH-ISAC and confirmed membership fees collected from the Member by the RH-ISAC. This Agreement shall automatically renew annually on the month and date of execution unless terminated by either party. Notwithstanding anything to the contrary contained herein, Member may terminate this Agreement without cause at any time. In addition, this Agreement shall terminate automatically (i) if Member is no longer a member in good standing of the RH-ISAC with up to date payment of membership fees; (ii) if Member no longer satisfies all of the criteria for admission or membership to the RH-ISAC; (iii) if the operation of RH-ISAC is terminated; or (iv) if the Board, for just cause, votes according to decision criteria defined within the Board's charter to terminate the Member, the member program, or existing Core Membership Agreements. Neither RH-ISAC nor its employees, agents, contractors, subcontractors, information providers, or other RH-ISAC members shall be liable to Member for any costs, expenses or damages whatsoever for terminating this Agreement based on any of clauses (i) through (iv) above.

3. Use of Information

(a) Each party understands and agrees that the other party, pursuant to subpoena or other appropriate legal order, has authority to provide any information from the receiving party to the requesting law enforcement or government authority, including, but only to the extent so ordered, information provided by the disclosing party and will exercise commercially reasonable efforts to obtain assurances that the information will be treated confidentially. To the extent allowed by law, the receiving party will provide the disclosing party with advance notice of such disclosure to allow the disclosing party to seek an appropriate protective order or other relief to prohibit or limit such disclosure.

(b) Notwithstanding anything to the contrary herein, Member hereby grants to the RH-ISAC a non-exclusive, non-assignable, non-transferable, royalty-free, revocable, worldwide license to use information provided by Member, including information provided via an RH-ISAC email list server or the RH-ISAC Secure Portal submission process (Member Information), solely for the purpose contemplated herein. RH-ISAC shall not identify Member as the source of Member Information, but is not responsible for ensuring that the Member is not identified as a contributor of Member Information when supplying identifying information within the RH-ISAC email list server or the RH-ISAC Secure Portal. Nothing contained herein shall be deemed as granting, whether express or implied, any other license, right, title or interest in and to any information provided or made available by Member.

Such license shall include (i) a right for the RH-ISAC to disseminate such information to other members and partners, subject to, and solely in accordance with, the terms and conditions set forth in this Agreement; and (ii) such other sublicense rights as granted herein to the RH-ISAC, provided, however, that the RH-ISAC and/or other members shall be prohibited from using Member's Information in a manner which attributes it to the Member, unless otherwise permitted by the Member, in accordance with this Agreement and the Traffic Light Protocol as described in Section 4 Confidentiality.

(c) Notwithstanding anything to the contrary herein, the RH-ISAC hereby grants to Member, its affiliates, and those agents of Member which are (i) providing technology or security services that are directly related to the services and information provided by the RH-ISAC and, (ii) responsible for acting upon the information provided by the RH-ISAC to secure or maintain the Member's technology infrastructure or facilities or mitigate a specific threat, a non-exclusive, non-assignable, non-transferable, royalty-free, revocable, worldwide, perpetual license to use the RH-ISAC information distributed to Member under this Agreement solely for Member's own

use and not for further transfer or dissemination, except in a manner consistent with this Agreement and in accordance with the Traffic Light Protocol.

4. Confidentiality

Each party shall hold in strict confidence, and will not use or disclose to any third party, other than on a confidential basis to its and its affiliate's directors, officers, employees, consultants, agents and representatives with a need to know such information to effectuate the parties' mutual intent hereunder, any confidential or proprietary data or information obtained from the disclosing party, or to which the receiving party has access, including with respect to the disclosing party's business or financial condition or otherwise, except as provided for in Section 3 (collectively, the Confidential Information). Information generally known in the industry or otherwise publicly available at the time of disclosure, information that a party can demonstrate was lawfully in its possession prior to the date of disclosure, information which has been disclosed by third parties which have a right to do so, or information developed independently by the receiving party without reference to the Confidential Information, shall not be deemed Confidential Information for purposes of this Section 4. Each party's obligations pursuant to this Section 4 shall survive the termination of this Agreement for any reason.

Each party shall have adequate and appropriate physical measures, policies and procedures to (i) ensure the security and confidentiality of the Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, (iii) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the disclosing party or its customers and (iv) where possible, ensure the complete, secure and permanent disposal of such Confidential Information, except Member Information shared in accordance with Section 3(b), as may be directed by Member or required by applicable law. Each party shall notify the disclosing party promptly if there is any actual or reasonably suspected (a) unauthorized or unlawful access to or disclosure of any Confidential Information, or (b) unauthorized access to any facility, computer network or system containing any Confidential Information (collectively, Security Incidents). Where a Security Incident has occurred, the breached party shall promptly take all steps necessary to mitigate the damages caused by the Security Incident.

The RH-ISAC represents and warrants that all members are bound by substantially similar obligations of confidentiality and restrictions regarding use of information as those set forth herein.

The RH-ISAC utilizes the Traffic Light Protocol (TLP) as defined by the U.S. Computer Emergency Readiness Team (US-CERT) to classify information and define the sharing protocol to ensure that it is protected appropriately and limited to intended audiences. TLP is used to specify how and where contributed threat intelligence may be shared. TLP is defined and implemented for the purposes of this Agreement and the operational activities of the RH-ISAC as it pertains to members as follows:

RH-ISAC RED Recipients may not share RH-ISAC RED information with any parties outside of the recipients specified by the originator of the content.

RH-ISAC AMBER Recipients may share RH-ISAC AMBER information only with RH-ISAC members and staff within their organization on a need-to-know basis. Service providers with a contractual obligation to protect the confidentiality of their client's data may use RH-ISAC Amber information only to mitigate risks to that member's organization. RH-ISAC AMBER information can be shared with those parties specified above only as widely as necessary to act on the information.

RH-ISAC GREEN Recipients may share RH-ISAC GREEN information with RH-ISAC members, trusted partner organizations, government agencies, other ISACs, organizations within their sector or community, and service providers with whom they have a contractual relationship, but not via publicly accessible channels.

RH-ISAC WHITE Information may be distributed without restriction, subject to copyright controls.

The RH-ISAC will assign a TLP marking to information provided to the membership as part of the delivery of services related to membership benefits and requires that members utilize the TLP to appropriately designate the level of sharing and protection for information provided to the RH-ISAC for the purposes of information sharing. Information provided that is not labeled will be assumed to be TLP Amber to insure that parties can rely on sharing limitations.

The parties acknowledge that a breach of Section 3 or Section 4 by either party could result in irreparable injury to the other party not adequately compensable in damages or at law. Accordingly, either party may seek injunctive relief to prevent violation of the other party's respective rights or obligations under Section 3 or Section 4.

5. Creation of Intellectual Property

The parties' principal intention under this Agreement is to exchange cybersecurity information and engage in analytical collaboration on cybersecurity issues. The development or exchange of computer software and the making of subject inventions and/or intellectual property are not the principal goal of this Agreement. To the extent any computer software is developed or exchanged under this Agreement or subject inventions and/or intellectual property are made, they will be handled in accordance with Section 5 of this Agreement.

Member and RH-ISAC shall separately own any subject invention made or intellectual property developed solely by its respective employees. Both parties shall jointly own subject inventions made or intellectual property developed jointly by Member and RH-ISAC employees, with no accounting rights to the other party. Pursuant to the Bayh-Dole Act, RH-ISAC shall have the first option to file a patent application on any jointly owned subject inventions only to the extent that other collaborators are not entitled to a license in the same subject invention under separate agreements.

RH-ISAC may, at its own discretion, negotiate with contractors for purposes that may produce a subject invention and determine the allocation of rights between RH-ISAC and its contractor for such subject invention its contractor makes, solely or jointly.

6. Compliance with CRADA

The parties acknowledge that the RH-ISAC is bound by the terms of the Cooperative Research and Development Agreement (CRADA) entered into by and between Retail and Hospitality Information Sharing and Analysis Center and the United States of America, as represented by the National Protection and Programs Directorate (NPPD) Office of Cybersecurity and Communications, recognized as a Federal cybersecurity and communications laboratory entity within the Department of Homeland Security (hereinafter referred to as DHS), and that certain government information exchanged on the basis of the CRADA will be handled as specified and required by the CRADA's provisions when disseminated for the purposes of the RH-ISAC and its members.

7. Representations and Warranties

(a) Member represents, warrants and covenants that it is duly formed and existing and in good standing under the laws of the State of its incorporation, if a corporation, or formation otherwise.

(b) The RH-ISAC represents warrants and covenants that it is a duly formed corporation and existing in good standing under the laws of the State of Virginia.

(c) RH-ISAC warrants that it has resources sufficient to render the services to be provided hereunder in a timely and professional manner.

(d) To the extent received by the RH-ISAC and provided to other members, RH-ISAC represents and warrants that it has the right to disseminate and Member has the right to use the information provided by other members.

(e) RH-ISAC represents and warrants that (i) the products and services provided hereunder shall be as set forth herein and in any other documentation provided by RH-ISAC, (ii) the products and services shall at all times be in compliance with all applicable laws and regulations, and (iii) RH-ISAC shall not engage in any unfair, deceptive or abusive acts or practices.

(f) Member understands that RH-ISAC will have periodic downtime, although RH-ISAC will use its commercially reasonable efforts to minimize downtime and the duration of each instance of downtime. Scheduled maintenance will be performed outside of normal business hours, as defined as Monday through Friday (except holidays) from 8 AM ET to 8 PM ET (Normal Business Hours). Emergency repairs will be performed as required. Notification of scheduled downtime will be posted to the RH-ISAC secure portal at least 48 hours in advance. Unscheduled downtime will be announced on the portal, if possible, or via email notifications to members

otherwise. Except as provided above, RH-ISAC makes no warranty that it will always accomplish this goal and RH-ISAC services are offered: WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES.

(g) All information provided by RH-ISAC is provided “as is.” Except as provided herein, there is no warranty, express or implied, that any information accessible on or through RH-ISAC will fulfill any of Member’s particular purposes or needs. All information accessible on or through RH-ISAC is provided with all faults, and the entire risk as to satisfactory quality, performance, accuracy and effort is with the user.

(h) All information provided by Member is provided “as is.” Except as provided herein, there is no warranty, express or implied, that any information provided by Member will fulfill any of RH-ISAC’s or its other members’ particular purposes or needs. Member represents and warrants that it has the right to disclose to the RH-ISAC Member Information for use in accordance with this Agreement. All information provided by Member is provided with all faults, and the entire risk as to satisfactory quality, performance, accuracy and effort is with the recipient.

8. Limitation of Liability

Member is ultimately responsible for the information, data, documents and intellectual property (including but not limited to patents, trademarks, copyrights and trade secrets) it provides to RH-ISAC. In no event shall either party be liable to the other party or to any third party for incidental, special, punitive, or consequential damages (including without limitation lost profits) arising from acts under this Agreement even if such party or Member has been advised of the possibility of such damages. RH-ISAC’s maximum liability to Member under this Agreement shall be limited to the annual membership fee paid by Member to the RH-ISAC under this Agreement. Members shall not be liable (and shall have no indemnification obligations) for any claims against the RH-ISAC, other members, affiliate members, or business partners and other agents of other members, except as otherwise specifically provided herein. Notwithstanding the foregoing, no limitations of either party’s liability shall apply with respect to any claims based on such party’s fraud, willful misconduct or gross negligence, indemnification obligations, or breaches of confidentiality.

9. Release & Waiver of Liability, Covenant not to Sue and Indemnity Agreement

MEMBER WAIVES AND RELEASES RH-ISAC, ITS RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, VOLUNTEERS, AND EMPLOYEES, (EACH CONSIDERED ONE OF THE “RELEASEES” HEREIN), FROM ANY CLAIM FOR DAMAGES BROUGHT ON ITS BEHALF OR BY JOINDER IN THE RESULT OF A CLAIM FROM A THIRD PARTY ORIGINATING FROM THE VOLUNTARY SHARING OF INFORMATION, DATA, DOCUMENTS, OR INTELLECTUAL PROPERTY (INCLUDING BUT NOT LIMITED TO PATENTS, TRADEMARKS, COPYRIGHTS AND TRADE SECRETS) RESULTING IN PECUNIARY INJURY OR DAMAGE TO THE REPUTATION OF ANY INDIVIDUAL OR ORGANIZATION THAT MAY ARISE FROM MEMBERSHIP IN THIS TAX-EXEMPT NONPROFIT ORGANIZATION.

MEMBER FURTHER COVENANTS NOT TO SUE RELEASEES IN ANY COURT, TRIBUNAL OR PROCEEDING FOR ANY CLAIM FOR DAMAGES BROUGHT ON ITS BEHALF (OR BY JOINDER IN THE RESULT OF A CLAIM FROM A THIRD PARTY) ORIGINATING FROM THE VOLUNTARY SHARING OF INFORMATION, DATA, DOCUMENTS, OR INTELLECTUAL PROPERTY (INCLUDING BUT NOT LIMITED TO PATENTS, TRADEMARKS, COPYRIGHTS AND TRADE SECRETS) RESULTING IN PECUNIARY INJURY OR DAMAGE TO THE REPUTATION OF ANY INDIVIDUAL OR ORGANIZATION THAT MAY ARISE FROM ITS MEMBERSHIP IN THIS TAX-EXEMPT NONPROFIT ORGANIZATION. MEMBER FURTHER AGREES THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK, MEMBER, OR ANYONE ON MEMBER’S BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, MEMBER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST WHICH ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.

MEMBER HAS READ THIS RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK, AND UNDERSTANDS THAT MEMBER HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAS SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREES THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

10. Force Majeure

Neither party shall be held financially or otherwise responsible for any delay or failure in performance under this Agreement, which is caused by the unavailability of third-party communications facilities, fires, strikes, embargoes, government requirements, civil or military authorities, acts of God, acts by terrorists or terrorist organizations or by the public enemy or other similar causes beyond the reasonable control and without the fault or negligence of such party.

11. Assignment

Neither party may assign this Agreement, or its rights and obligations hereunder, without the prior written consent of the other party except that Member may assign this Agreement or any rights or obligations hereunder to a parent, subsidiary or affiliate upon written notice to the RH-ISAC. This agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

12. Governing Law; Dispute Resolution; Interpretation

This Agreement will be interpreted and construed in accordance with the laws of the District of Columbia, without regard to its principles of conflict of law or choice of laws.

Any unsettled controversy or claim between the parties arising out of or relating to this Agreement or any breach thereof shall be settled by binding arbitration in Washington, D.C., pursuant to the rules then in effect of the American Arbitration Association and in accordance with the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. The headings of the Sections contained in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

13. Press Releases and Marketing

Solely for the RH-ISAC's use in promoting membership in the RH-ISAC, the Member grants to the RH-ISAC the limited use of (check all that apply):

- Member organization's name
- Logo
- Trademarks in accordance with Member organization's trademark usage guidelines provided to the RH-ISAC.

Except as expressly stated above, this Agreement does not grant the RH-ISAC any rights in any trademarks owned by Member.

Please select one:

- RH-ISAC may issue a press release or publish other marketing materials that identify Member as a member of the RH-ISAC,
or
- RH-ISAC must receive Member's prior written consent prior to listing Member in press release or other marketing materials.

Member may issue a press release to announce its membership in the RH-ISAC without the written consent of RH-ISAC. Member may issue other press releases related to the RH-ISAC only upon receiving RH-ISAC's written consent.

14. Notice

Any notice required or permitted to be given under this Agreement shall be given in writing and shall be hand delivered, telecopied (provided that another method set forth in this Section 14 also is used), sent by e-mail, sent by certified or registered mail or sent by overnight courier service to the (a) Member as set forth in this Agreement, or at such address or e-mail address as it may have specified in writing to the RH-ISAC, and (b) RH-ISAC at the below address or at such location as RH-ISAC shall have specified in writing to Member as its principal office.

RH-ISAC
2200 Pennsylvania Ave NW Ste. 400 East
Washington, DC 20037
Email: membership@rhisac.org

15. Support of RH-ISAC's Purposes and Objectives

While a member of the RH-ISAC, Member: (a) agrees to support the mission and goals of the RH-ISAC as provided herein, and (b) agrees to participate in good faith in the RH-ISAC pursuant to the terms hereof.

16. Membership Fees and Costs

The RH-ISAC membership fees are approved by the Board. The RH-ISAC, in its sole discretion, may increase or decrease membership fees at any time; provided, however, that any such membership fees changes shall not apply retroactively and shall not affect Member during the remaining period of its then-current paid-up term of membership. Member shall pay its first term membership fees to the RH-ISAC in full in annual installments with the first annual installment payable within [60 days] after execution of this Agreement. The date on which the RH-ISAC receives such payment from Member shall be the effective date of this Agreement. Member shall pay its membership fees for all subsequent years in full on or before the date that is [60 days] after each anniversary of such effective date. If the RH-ISAC does not receive Member's membership fees within [60 days] of the due date, Member shall be suspended and shall not be entitled to enjoy any of the rights or privileges of membership until the RH-ISAC has received Member's membership fees, paid in full. Membership fees are exclusive of taxes or fees, if any, imposed by any governmental entity related to Member's participation in the RH-ISAC. Such taxes or fees shall be Member's sole responsibility, except for taxes or fees related to the net income of the RH-ISAC, or their respective employment of personnel. Additional costs associated with Member's secure communications with the RH-ISAC shall be borne exclusively by Member.

17. Member Representative

Member designates as its representative the individual listed in this signed Agreement, who shall have the full authority to represent Member in all matters involving RH-ISAC proceedings, including service on the Board, if applicable and if so appointed by Member. Member shall notify the RH-ISAC in writing of any changes of such designation.

18. Severability

If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to amend this Agreement to preserve its intention. If the parties fail to agree on such an amendment, such invalid provision will be enforced to the maximum extent permitted by law or, if not enforceable, will be severed from the remaining terms, conditions and provisions, which will remain in full force and effect.

19. RH-ISAC Amendment Authority

No amendment of any of the provisions of this Agreement shall be binding unless made in writing and signed by Member and the RH-ISAC; provided, however, that the RH-ISAC may make reasonable amendments to this Agreement to comply with applicable law or regulation, as supported by written/electronic opinion of its counsel and as approved by the Board by a vote of at least [67]% of the votes cast by the directors entitled to vote thereon, upon written/electronic notice to Member, in which case Member shall have 30 days thereafter to either give written/electronic notice to the RH-ISAC of its option to terminate this Agreement without prejudice,

or if no such notice is given within such timeframe, then such right of termination shall be waived. Member shall be entitled to a pro rata refund of all unearned fees paid to the RH-ISAC by Member if Member elects to not accept said amendment and terminates this Agreement.

20. Entire Agreement

The provisions of this Agreement and all Addenda, Exhibits and Schedules hereto, including all documents incorporated herein by reference, constitute the entire agreement between the parties and supersede all prior agreements and understandings relating to the subject matter hereof.

21. Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

22. Further Assurances

Each of the parties to this Agreement covenants to execute upon request of the other party any further documents that the requesting party reasonably deems necessary to effectuate the terms, conditions or intent of this Agreement.

Addendum A: Membership Qualifications:

In order to qualify for membership in RH-ISAC, the applying entity must meet the following requirements listed below.

1. Entity must be engaged in the operation of a retail presence, be connected with the retail merchandising industry (e.g., wholesalers or product manufacturers), restaurant or food service industry, sports leagues (e.g., professional sports leagues and federations), gaming (e.g., casinos), lodging (e.g., hotels, motels, conference centers), outdoor events (e.g., theme and amusement parks, fairs, campgrounds), entertainment and media (e.g., motion picture studios, broadcast media) or other commercial services, whether physical or internet-based.

Entity qualifies under this provision? Yes No

2. Entity must not be wholly or partially state-owned; must be privately owned or publicly owned at the ultimate parent company level without any ownership or control, directly or indirectly, by any instrumentality of any government.

Entity qualifies under this provision? Yes No

3. Must not have its head office or primary business in a country that is subject to U.S. economic sanctions as indicated by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or itself be identified or designated as sanctioned by OFAC.

Entity qualifies under this provision? Yes No

4. Must not have its head office or have its primary business in a country that does not have laws targeting cybercrime or does not actively prosecute cyber-criminals in that country.

Entity qualifies under this provision? Yes No

5. Must not have its head office or its primary business in a country that supports terrorist activities or corporate espionage against the United States.

Entity qualifies under this provision? Yes No

6. Must complete and submit an RH-ISAC Membership Application and pay the corresponding annual membership fee as set forth at <https://rhisac.org/membership/>

Entity qualifies under this provision? Yes No

Addendum B: Membership Dues:

Membership fees are based on annual corporate revenue. Select your organization's annual corporate revenue and provide most recent annual report with applications:

- | | |
|-----------------------------------------|----------|
| <input type="checkbox"/> >\$20B | \$46,500 |
| <input type="checkbox"/> >\$10B - \$20B | \$38,500 |
| <input type="checkbox"/> >\$5B - \$10B | \$23,500 |
| <input type="checkbox"/> >\$1B - \$5B | \$13,500 |
| <input type="checkbox"/> >\$250M - \$1B | \$7,500 |
| <input type="checkbox"/> ≤\$250M | \$2,500 |

Addendum C: Membership Benefits:

Members achieve numerous benefits across the areas of information sharing and analysis; critical advisories and bulletins; education and training; research developed within the RH-ISAC community pertinent to retail and commercial services industries; benchmarking and analysis of the cybersecurity industry, other technology considerations, and comparisons within the retail and commercial services industries.

Benefits are itemized and described on the RH-ISAC website at <https://rhisac.org/membership>.

Members receive benefits including:

- Secure access to Collaboration Portal and RH-ISAC Platform
- Opportunity to receive automated threat information feeds
- Reports on cybersecurity risks and industry-specific issues
- Sharing of industry leading practices
- Regular teleconferences and webinars provided by security analysts
- Threat bulletins and advisories
- No cost admission to RH-ISAC educational events for three (3) attendees

By signing this Agreement and Addenda, Member agrees to become a member of the RH-ISAC and to participate in the Retail and Hospitality Information Sharing and Analysis Center (RH-ISAC), and will receive the benefits provided to RH-ISAC members, and Member further accepts and agrees to the RH-ISAC Core Membership Agreement General Terms and Conditions. The cost for this membership is covered annually through payment of the membership fees designated and determined by the Board, payable upon receipt of invoice.

By Member:

By RH-ISAC:

Signature _____
Name _____
Title _____
Date _____

Signature _____
Name Jennifer McGoldrick-Stenberg
Title RH-ISAC, VP, Membership & Operations
Date _____

Member Representative _____