

## Group Incentive Terms and Conditions

In consideration of Visit The Woodlands (“VTW”) granting group incentive funds (the “Funds”), each recipient thereof (“Group”) expressly acknowledges and agrees that the following terms and conditions shall govern the offering, issuance, and ultimate use of the Funds:

1. **Termination:** Notwithstanding anything to the contrary otherwise provided, VTW may rescind its offer of providing the Funds, and Group shall have no right to receive or otherwise direct the receipt of the Funds, in the event (a) the hotel(s) identified by Group for its event accommodations ceases to be associated with the subject event, or (b) the subject event does not occur, or is not rescheduled, within thirty (30) days from the subject event date provided to VTW. In the event of termination, VTW shall have no further obligations to Group.

2. **Payee:** The Funds shall be paid directly by VTW to the payee designated by Group.

3. **Use of Funds:** The Funds shall be solely used to offset the production costs of the subject event.

4. **Legal Compliance:** All of Group’s rights are subject to any federal, state, and local laws and ordinances applicable to and during the subject event. Group agrees to comply with all such laws and ordinances.

5. **Indemnity:** Group shall defend, indemnify, and hold harmless VTW and its affiliates, officers, directors, employees, agents, attorneys, successors, and assigns from and against any and all suits, actions, claims, losses, demands, damages, liabilities, costs, and reasonable expenses, including reasonable attorneys’ fees, that relate to, result from, or in any manner are associated with or related to the subject event or VTW’s offering of the Funds. This provision shall survive indefinitely.

6. **Incentive Audit:** Group represents and warrants that the Funds shall only be used in accordance with the terms and conditions provided herein. In the event Group is designated as the payee hereunder, Group shall, at any time and from time to time, make its books and records available to VTW and/or its designees for purposes of confirming Group’s use of the Funds in accordance herewith, and pursuant to such right, Group shall produce any receipts or other forms of payment necessary as may be requested by VTW to evidence Group’s proper use and disbursement of the Funds. Group shall indemnify, defend, and hold VTW harmless from and against any and all suits, actions, claims, losses, demands, damages, liabilities, costs, and reasonable expenses, including reasonable attorneys’ fees, that relate to, result from, or in any manner are associated with or related to Group’s improper use of or failure to adequately maintain records for the Funds.

7. **Assignability:** Group may not assign all or any part of its rights or obligations related to the Funds, except with the consent of VTW, which consent shall be at VTW’s sole discretion.

8. **Severability:** If any part of these terms and conditions contravenes any applicable statutes, regulation, rules, or common law requirement, then, to the extent and only to the extent of such contravention, such part shall be severed from these terms and conditions and deemed non-

binding while all other parts of these terms and conditions shall remain binding, so long as the material purposes of these terms and conditions can be determined and effectuated.

9. **Governing Law and Venue:** VTW's offering and payment of the Funds, and Group's obligations hereunder, shall be governed by and construed in conformity with the laws of the State of Texas, exclusive of its conflict of law principles. Venue for any legal dispute related hereto shall be Montgomery County, Texas. The parties shall use their best efforts to settle any controversy or claim arising out of or relating hereto, or the breach hereof, but, if after sixty (60) days the parties are not able to agree on any settlement, such controversy or claim arising out of or relating hereto or the breach hereof shall be settled by arbitration to be held in Montgomery County, Texas by a three (3) member panel of neutral arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

10. **Entirety of Agreement:** Upon receipt, approval, and countersignature to the agreed Group Incentive Agreement input data to which these terms and conditions are attached, these terms and conditions and the agreed Group Incentive Agreement input data, together, contain the entire understanding between the parties and supersede any prior understanding and written or oral agreement between them respecting this subject matter. There are no representations, agreements, or understandings, oral or written, between the parties relating to the subject matter hereof not fully expressed herein.