

LICENSE AGREEMENT

This License Agreement ("Agreement") is made this June 22, 2023 (Effective Date"), by and between the National Association of REALTORS®, an Illinois not-for-profit corporation which has its principal place of business at 430 North Michigan Avenue, Chicago, Illinois 60611, US ("NAR"), the Center for REALTOR® Development ("CRD"), with its principal place of business at 430 N. Michigan Ave., Chicago, Illinois, 60611 (collectively, "NAR") and Union of the Real Estate Experts of Ukraine, an organization which has its principal place of business at _Street Tarasivska 9, Kyiv, Ukraine, 01033 ("Licensee").

WHEREAS, NAR and its affiliates have developed and currently offer a wide variety of educational programs and courses (the "Courses") available through CRD's website www.learning.realtor (the "CRD Website"), which provide students with information and materials on the real estate industry and profession; and

WHEREAS, NAR and Licensee wish to make these Courses available to Licensee's active members ("Members").

NOW THEREFORE, the parties mutually agree as follows:

I. License.

A. Courses. NAR hereby grants to Licensee and Members during the Term a limited, non-exclusive, non-transferable, revocable license to access the CRD Website in order to access and view a selection of Courses at no cost in accordance with the terms and conditions herein. Licensee and its Members may not use the CRD Website or Courses for any purpose other than personal viewing and educational purposes. NAR may change the Courses available to Licensee's Members at any time and in NAR's sole discretion. Licensee and its Members will be provided with a special coupon code that will allow them to purchase access to the selection of Courses at no cost.

B. **Acknowledgements.**

- (i) Licensee hereby acknowledges NAR's ownership of all worldwide right, title and interest, including copyrights, in the Courses, the accompanying course materials, including, without limitation, any exams ("Course Materials"), any other materials provided to Licensee or its Members pursuant to this Agreement, and all updates, revisions, and translations to the aforementioned.
- (ii) Licensee understands that the Courses that Licensee and its Members will have access to are in English.

- (iii) Licensee and its Members may not grant third parties access to the CRD Website or otherwise share, distribute or copy the, Courses or Course Materials to any third parties without NAR's prior written approval..
- (iv) Licensee will be responsible for its Members' violation of the terms of this Agreement.
- (v) Licensee understands that Members will not be eligible to earn any designations or certifications associated with the Courses.

II. Term and Termination.

- A. Term.** The term of this Agreement will be for one (1) year from the Effective Date, unless terminated earlier in accordance with this Section. This Agreement will automatically renew for additional one (1) year terms until terminated in accordance with this Section.
- B. Termination.** Either party may terminate this Agreement for any reason upon fifteen (15) days advanced written notice.
- C. Effect of Expiration or Termination of Agreement.** Upon termination or expiration of this Agreement, all rights and licenses granted hereunder will immediately terminate, and NAR will immediately terminate Licensee's and its Members' access to the CRD Website and Courses.

III. Representations and Warranties.

- A. Authority.** The parties warrant that they have sufficient right and authority to enter into this Agreement and to carry out their respective obligations hereunder.
- B. Licensee.** Licensee represents and warrants that the Courses will not be used for any purpose outside of Licensee's Members personal viewing and educational purposes. In the event NAR learns that the Courses are being used for other purposes, Licensee will work with NAR to address the specific misuse.
- C. Indemnification.** Licensee hereby indemnifies NAR, its officers, directors, employees and agents from any and all claims, damages, losses and expenses, including attorney's fees and litigation expenses, arising out of or in connection with this Agreement, including without limitation, Licensee's or its Members' use of the Courses or Course Materials in a manner not authorized under this Agreement. Licensee's indemnification obligations do not include those claims which are based solely on the gross negligence or intentional acts or omissions of NAR. Licensee will defend any such action on NAR's behalf and pay all damages and costs determined to be owing, including lawyers' fees. NAR will provide reasonable assistance in the defense of any such indemnifiable claim. NAR reserves the right to engage its own counsel

for representation in the matter, and Licensee agrees to pay such attorneys' fees.

IV. Mutual Non-Disparagement. During the Term of this Agreement and for a period of one (1) year thereafter, neither Party, including its respective directors, officers, and employees, may disparage the other Party. For purposes of this Section, "disparage" means the written or oral communication, in a public forum, of any statements, reviews, or comments that intentionally seek to, or would reasonably have the effect of, damaging the reputation, stature, or business of the other Party or its respective directors, officers, or employees. In the case of Licensee's breach of its obligations hereunder, NAR's remedy shall include without limitation the right to immediately terminate this Agreement and immediately revoke all rights and licenses granted hereunder.

V. NAR's Trademarks. Licensee acknowledges that this Agreement does not convey a right or license to use NAR's intellectual property, including, without limitation, NAR's trademarks, aside from the Course and Course Materials available through the CRD Website. NAR is the sole and exclusive owner of the trademark rights in the REALTOR® Logo trademark and the NATIONAL ASSOCIATION OF REALTORS® name and trademarks (collectively, "NAR Marks"). NAR owns trademark registrations for the NAR Marks worldwide. Licensee must obtain NAR's express written permission prior to using the NAR Marks or any other intellectual property owned by NAR or its subsidiaries.

VI. General Provisions.

A. Notice. Unless provided otherwise in this Agreement, all notices under this Agreement must be in writing and delivered via email to the following addresses. Each party may change its notice address by notice given to the other party in the manner set forth herein.

If to NAR or CRD: Alejandro Escudero
Director, Global Strategy
National Association of REALTORS®

aescudero@nar.realtor

If to Licensee: Viktor Nesyn, President
Union of Real Estate Specialists of Ukraine
Street Tarasivska 9
Kyiv, Ukraine 01033

B. Independent Contractors. The relationship of the parties is that of an independent contractor. Nothing contained herein shall be construed as

establishing a joint venture or partnership relationship between Licensee and NAR.

- C. Governing Law and Jurisdiction.** The validity, interpretation and construction of this Agreement will be governed by the laws of the State of Illinois without regard to Illinois' choice of law provisions. Both parties agree that the courts of the State of Illinois, Cook County, and the Federal District Court for the Northern District of Illinois, will be the sole sites of venue for actions relating to this Agreement and they hereby consent to jurisdiction therein.
- D. Survival.** The following Sections will survive termination of this Agreement: Sections I.B(ii), I.B(iii), III, IV, V, and VI.
- E. Severability.** If any term or provision of this Agreement is found to be illegal and unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such terms or provision shall be deemed stricken.
- F. Assignment.** Neither party may without the prior written consent of the other party, which shall not be unreasonably withheld, assign or otherwise transfer partially or totally its rights and obligations under this Agreement.
- G. Language.** The language chosen in this Agreement is chosen by both parties, and no rule of strict constructions shall be applied against either party in construing or enforcing this Agreement.
- H. Official Language.** English is the official language of this Agreement, and all official communication between the parties will be in English.
- I. Waiver.** A waiver of any breach of any provision of this Agreement by either party will not be deemed a waiver of such provision or a waiver of any subsequent breach of such provision or any other provision of this Agreement by any such party.
- J. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. No amendment or modification of this Agreement will be effective or binding upon either party unless it is set forth in writing and signed by both parties. This Agreement may be executed in counterparts, and a facsimile or electronic signature shall have the same effect as an original signature.

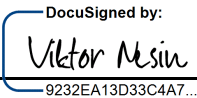
[Signature page follows]

Agreed and Accepted

For the Union of the Real Estate Experts
of Ukraine:

By: Viktor Nesin

Title: 2023 President

Signature: 9232EA13D33C4A7...

For the National Association of REALTORS[®] :

By: Kenny Parcell

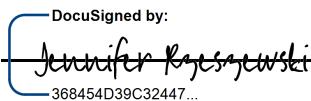
Title: 2023 President

Signature: ACAA61C4D6F64BD...

Center for REALTOR[®] Development:

By: Jennifer Rzeszewski

Title: VP and Executive Director CRD

Signature: 368454D39C32447...