

WYNDHAM REWARDS
The EMEA Rewards Circle Incentive Terms & Conditions (the “Terms”)
effective as of 1st February 2025 and during the Incentive Period.

Void where prohibited by law. Subject to all federal, provincial and local laws, regulations and ordinances.

1. Eligibility: Wyndham Hotel Group, LLC (“WHG”) is offering The Rewards Circle Incentive (the “Incentive”) to incentivize Wyndham Hotels & Resorts branded properties in EMEA Countries (as defined below) to enroll new members in its Wyndham Rewards program (the “Program”). As more particularly set forth below, the Incentive is open to Eligible Hotels (as defined below).

For purposes of these Terms, “Eligible Hotel” means the corporate entity that owns and or operates a Wyndham Hotel & Resorts branded hotel property located in an EMEA Country (as defined below) and has entered a franchise license or management agreement with WHG or one of its affiliates (the “Franchisor” and the agreement the “Existing Agreement”), and that satisfies all of the following conditions:

- (i) participates in the Enrollment Program and the Rewards Circle of the Program pursuant to the terms described in the Program’s Front Desk Guide and Wyndham Community,
- (ii) able to process Reward Circle Enrollments in the Program, and
- (iii) operates under one of the following WHG brands: Days Inn®, Dolce Hotels & Resorts® by Wyndham, ECHO Suites Extended Stay by Wyndham, Hawthorn® Extended Stay by Wyndham, Howard Johnson® by Wyndham, La Quinta® by Wyndham, Ramada® by Wyndham, Ramada® Encore by Wyndham, Registry Collection Hotels, Super 8® by Wyndham, Trademark Collection® by Wyndham, TRYP by Wyndham®, Vienna House® by Wyndham, Wyndham®, Wyndham Alltra, Wyndham Garden®, or Wyndham Grand®.

Each Eligible Hotel will be represented by its Entity Principal Contact, as designated on such Eligible Hotel’s site contact form (in each case the “Authorized Representative”). Each Eligible Hotel shall have only one (1) Authorized Representative who will act on behalf of the Eligible Hotel and determine in good faith, in the case of the Wyndham Rewards points, which Eligible Hotel’s employees will receive Wyndham Rewards points awardable hereunder. As of the start of each calendar month of the Incentive Period (as defined below), each Authorized Representative must have the authority to act on the behalf of the Eligible Hotel, including the authority to access and distribute Wyndham Rewards points via the Points Bank Tool. For the avoidance of doubt, WHG awards the Wyndham Rewards points to the Eligible Hotel only, and the Authorized Representative will, on behalf of the Eligible Hotel, award Wyndham Rewards points to the employees of the Eligible Hotel in its full discretion applying the criteria as set out herein. The Incentive and the provisions contained herein are considered to be a temporary addendum to the Existing Agreement for the Incentive Period, and that Eligible Hotel’s obligations under this Incentive continue to apply even after the Incentive Period. No direct contractual relationship between WHG and the employees of the Eligible Hotel shall be construed.

Notwithstanding anything to the contrary contained in these Terms, an Eligible Hotel that opens during the Incentive Period (as defined below) will not be eligible to participate in the Incentive during the calendar month in which such Eligible Hotel opens.

For purposes of these Terms, “EMEA Countries” or individually “EMEA Country” means: Albania, Armenia, Austria, Azerbaijan, Bahrain, Bangladesh, Belarus, Belgium, Benin, Bhutan, Bulgaria, Cape Verde, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Ethiopia, Finland, France, Gabon, Gambia, Georgia, Germany, Ghana, Greece, Hungary, India, Iraq, Ireland, Israel, Italy, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Latvia, Lebanon, Libyan Arab Jamahiriya, Lithuania, Macedonia, Maldives, Malta, Moldova, Montenegro, Morocco, Nepal, Netherlands, Nigeria, Oman, Pakistan, Poland, Portugal, Qatar, Romania, Saudi Arabia, Senegal, Slovakia, Slovenia, South Africa, Spain, Sri Lanka, Sweden, Switzerland, Syrian Arab Republic, Tajikistan, Tanzania, Tunisia, Türkiye, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Yemen.

THE ELIGIBLE HOTEL MUST FULFILL ALL THE REQUIREMENTS SET FORTH HEREIN. THE PROVISIONS OF THE EXISTING AGREEMENT SHALL APPLY TO THESE TERMS MUTATIS MUTANDIS. NO PURCHASE OR PAYMENT IS NECESSARY OR REQUIRED FOR THE ELIGIBLE HOTEL TO PARTICIPATE IN THIS INCENTIVE. PRIOR TO PARTICIPATING IN THIS INCENTIVE AND ON AN ONGOING BASIS AS NEEDED, THE ELIGIBLE HOTEL MUST SEEK ADVICE ON THE LEGAL, TAX, SOCIAL SECURITY CONTRIBUTIONS, REPORTING OR OTHER IMPLICATIONS OF PARTICIPATING IN THIS INCENTIVE INCLUDING ANY IMPLICATIONS RELATED TO OR IMPACTING ITS EMPLOYEES AND OR OTHER AGENTS.

Participation constitutes full and unconditional agreement to these Terms by the Eligible Hotel and to the decisions of WHG which are final and binding in all matters related to the Incentive. WHG reserves the right to verify the eligibility of all hotels and to reject any hotel it deems ineligible under these Terms (as determined by WHG in its sole discretion).

A hotel is not able to receive the Wyndham Rewards points unless and until its eligibility has been verified and it/its Authorized Representative has fully complied with these Terms (as determined by WHG in its sole discretion).

2. Incentive Period: Incentive begins at 12:01 a.m. Eastern Time, USA (“ET”) on 1st February 2025 and ends at 11:59 p.m. ET, USA on 31st December 2025 (the “Incentive Period”).

3. Determination of Wyndham Rewards points: Each Eligible Hotel will be awarded one hundred (100) Wyndham Rewards points for each Reward Circle Enrollment (as defined below) such Eligible Hotel’s employees process during the Incentive Period; *provided*, however, that, notwithstanding anything to the contrary contained herein, each employee of an Eligible Hotel shall be limited to receiving one hundred nineteen thousand eight hundred (119,800) Wyndham Rewards points during the Incentive Period and calendar year (including any and all other incentives, contests or incentives offered by WHG during the calendar year) and even if the employee processes further Reward Circle Enrollments during the Incentive Period or calendar year, no further Wyndham Rewards points shall be awarded to the Eligible Hotel or employee in regard to those further Reward Circle Enrollments (the “Award Cap”). Eligible Hotel is responsible for tracking: (i) the number of Wyndham Rewards points awarded to each of such hotel’s employees in connection with this Incentive and all other contests and or incentives offered by WHG during the calendar year to ensure that the Award Cap is not exceeded in any case; (ii) the redemption of such Wyndham Rewards points; and iii) that the Authorized Representative acts in good faith. Wyndham Rewards Point eligibility will be determined, and awarded, in respect of each calendar month during the Incentive Period. Approximate retail value (“ARV”) of one hundred (100) Wyndham Rewards points is: US\$0.50; ARV of one hundred nineteen thousand eight hundred (119,800) Wyndham Rewards points: US\$599. The cost of all Wyndham Rewards points awarded will be funded by WHG; any other costs (including taxes and social security charges) are to be borne by the Eligible Hotel. The Eligible Hotel is solely liable and responsible for any and all applicable federal, provincial, territorial and local taxes, including but not limited to, wage taxes and social security contributions as well as compliance with applicable laws and or requirements related to the acceptance and use of Wyndham Rewards points including awarding of the Wyndham Rewards points to the Eligible Hotel’s employees. The respective Eligible Hotel shall ensure compliance with the above and will, if necessary for the compliance with its obligations under tax and social security laws, request from the respective employee(s) timely information as to when the relevant Wyndham Rewards points have been redeemed.

4. Definitions.

4.1 Reward Circle Enrollments: For the purposes of these Terms, an enrollment must meet the following criteria to be deemed a Reward Circle Enrollment:

- i. The enrollment takes place via the Eligible Hotel’s PMS, Property Hub or eDesk;
- ii. An Enrollment Stay (defined below) is associated with the enrollment;
- iii. The guest’s first name, last name, address and phone number are provided at the time of enrollment;
- iv. The guest’s personal email address for the member is provided at the time of enrollment*;
- v. The enrollment and stay occur at the same Eligible Hotel;
- vi. The member number on the enrollment matches the member number on the Enrollment Stay; and

- vii. The enrollment takes place before the guest checks out from his/her Enrollment Stay and the Enrollment Stay is processed before the end of the calendar month in which the Enrollment Stay took place.

*For clarity, enrollments which include any of the third-party website email addresses found [here](#) will not count as a Rewards Circle Enrollment. In order for an Eligible Hotel to receive Wyndham Rewards points for an enrollment in accordance with these Terms, an employee of the Eligible Hotel must replace any third-party website email address with the guest's personal email address and the enrollment must meet all remaining criteria of a Rewards Circle Enrollment.

4.2 Enrollment Stay: For the purposes of these Terms, an Enrollment Stay means the first stay with a nightly rate of US\$25 (or local equivalent) or more processed for a new member, which such first stay is completed at the enrolling Eligible Hotel.

For purposes of this Incentive, a Reward Circle Enrollment will be counted in the calendar month during which the Enrollment Stay is posted. Any enrollments made by Eligible Hotel during the Incentive Period that are not Reward Circle Enrollments under these Terms (as determined by WHG in its sole discretion), will not be eligible for Wyndham Rewards points.

FOR THE AVOIDANCE OF DOUBT, AN ELIGIBLE HOTEL WILL BE DISQUALIFIED FROM PARTICIPATING IN THE INCENTIVE IF IT (OR ITS AUTHORIZED REPRESENTATIVE, EMPLOYEES AND OR OTHER AGENTS) ENGAGES IN ANY ACTIVITY INTENDED TO ARTIFICIALLY INFLATE OR OTHERWISE MANIPULATE THE ACTUAL NUMBER OF REWARD CIRCLE ENROLLMENTS OBTAINED BY IT DURING THE INCENTIVE PERIOD.

5. Award Process: The Authorized Representatives of the Eligible Hotel will be notified via their Points Banks in eDesk within approximately ten (10) days after the end of each calendar month of the Incentive Period.

The Authorized Representative shall be required to provide the name(s) and respective valid Wyndham Rewards number(s) of the relevant employee(s) whom the Authorized Representative elects to receive the applicable Wyndham Rewards points via the Points Bank Tool in eDesk; *provided*, however, that **an Authorized Representative may elect to distribute no more than one hundred nineteen thousand eight hundred (119,800) Wyndham Rewards points to any single employee of an Eligible Hotel during the Incentive Period or calendar year.** Wyndham Rewards points will be credited to the Wyndham Rewards accounts of such employee as designated by the Authorized Representative of the Eligible Hotel. Each Authorized Representative will have sixty (60) days to collect and submit the required information to WHG via the Points Bank Tool in eDesk. The applicable Wyndham Rewards points will then be posted to the respective Wyndham Rewards account(s) within four (4) to six (6) weeks after receipt of the above information. If the Authorized Representative does not provide this information in the time allowed, the Wyndham Rewards points will be subject to forfeiture and may not be awarded, at WHG's sole discretion. Eligible Hotel hereby acknowledges that the distribution of Wyndham Rewards points to its employees is a matter of its sole discretion within the limits of the terms and conditions set forth herein and the Eligible Hotel agrees and undertakes to hold WHG and its affiliates harmless and indemnify WHG and its affiliates against any and all claims (as the case may be) by Eligible Hotel's employees based on the concept of principal employer or other legal concept of similar import holding WHG and or its affiliates liable for Eligible Hotel's employees claims based on the distribution of Wyndham Rewards points by the Eligible Hotel or the Authorized Representative.

The Authorized Representative and the Eligible Hotel must follow all processes as directed by WHG to ensure proper processing.

Acceptance of points by Eligible Hotel's employees requires membership in the Program. The Program is free to join and open to individuals 18 years or older. If the relevant employee is not already enrolled in the Program, the employee may enroll at any time during the Incentive Period. Wyndham Rewards point redemption is subject to availability and standard terms and conditions of the Program. Wyndham Rewards point redemption needs to be notified by the relevant employee to the Eligible Hotel to enable the proper accounting and payment of any taxes and social security charges on the value of

the point redemption by the Eligible Hotel. For further details and terms and condition of the Program, go to <https://www.wyndhamhotels.com/wyndham-rewards/terms>.

6. General Conditions: This Incentive is governed by the laws of the State of New Jersey, United States. All federal, state and local laws and regulations apply. Any local law, tax and social security obligations applicable to the Eligible Hotel and its employees must be adhered to and satisfied by the Eligible Hotel. By participating in this Incentive, Eligible Hotel agrees to be bound by these Terms and by WHG's decisions, which are final and binding on all matters pertaining to this Incentive. WHG's failure to enforce any term of these Terms shall not constitute a waiver of that provision. If, for any reason, the Incentive is not capable of running as planned, WHG may, in its sole discretion, void any entries and (a) modify the Incentive or suspend the Incentive to address the impairment and then resume the Incentive in a manner that best conforms to the spirit of these Terms; or (b) cancel or terminate the Incentive (or any portion thereof) and award the Wyndham Rewards points in a manner that best adheres to these Terms as determined by WHG in its sole discretion. WHG reserves the right at its sole discretion to disqualify any Eligible Hotel, Authorized Representative, hotel employee or hotel agent it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Incentive; to violate these terms and conditions; or, to act in bad faith, an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Disqualification shall not constitute WHG's sole remedy under such circumstances, however.

WARNING: ANY ATTEMPT BY AN ELIGIBLE HOTEL OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS INCENTIVE OR UNDERMINE THE LEGITIMATE OPERATION OF THE INCENTIVE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, WHG RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

WHG is not responsible for any technical, pictorial, typographical or editorial error or omission contained herein or in the administration of the Incentive. To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Incentive are hereby excluded, and the Eligible Hotel expressly waives any and all such rights.

7. Release and Limitations of Liability: The Eligible Hotel and its Authorized Representative agrees that WHG and its parents, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, and their respective officers, directors, employees, representatives, agents, and the predecessors, successors, and/or assigns of each of them (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by Eligible Hotel, hotel employee or agent or Authorized Representative, printing errors or by any of the equipment or programming associated with or utilized in the Incentive; (2) technical failures of any kind; (3) unauthorized human intervention in any part of the entry process or the Incentive; (4) technical or human error which may occur in the administration of the Incentive or the processing of entries; (5) any injury or damage to persons or property which may be caused, directly or indirectly, or (6) compliance with applicable laws and or requirements, including any and all applicable federal, provincial, territorial and local taxes (including, but not limited to, wage taxes and social security contributions) or reporting requirements, related to Eligible Hotel's participation in this Incentive and or acceptance and use of Wyndham Rewards points including awarding of the Wyndham Rewards points to employees of the Eligible Hotel and or agents, in whole or in part, from Eligible Hotel's or its employees' or agents' participation in the Incentive or receipt or use or misuse of any points. BY PARTICIPATING IN THIS INCENTIVE, ELIGIBLE HOTEL AGREES THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ELIGIBLE HOTEL AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE POINTS, ENTRY, OR PARTICIPATION IN THIS INCENTIVE OR IN ANY INCENTIVE-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY POINTS CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS INCENTIVE, PARTICIPANTS (I.E., AUTHORIZED REPRESENTATIVES) AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE, FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING

DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AGGRAVATED, ENHANCED, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY, ARISING OUT OF, RELATING TO, AND OR IN CONNECTION WITH THIS INCENTIVE, ANY AWARD, OR THE PROGRAM, REGARDLESS OF WHETHER OR NOT THE POSSIBILITY OF ANY SUCH DAMAGES HAS BEEN DISCLOSED TO ANY OF THE RELEASED PARTIES, OR COULD HAVE BEEN REASONABLY FORESEEN BY ANY OF THEM. PARTICIPANT EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

8. DISPUTE RESOLUTION; ARBITRATION; MASS ARBITRATION; PROHIBITION OF CLASS ACTIONS; GOVERNING LAW:

This section is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act, and Participant (i.e., authorized representatives) and WHG each agree that this section is intended to satisfy the "writing" requirement of the Federal Arbitration Act.

THE FOLLOWING TERMS TO WHICH PARTICIPANT IS CONSENTING CONSIST OF A PRE-DISPUTE RESOLUTION PROCESS, BINDING ARBITRATION PROVISION, MASS ARBITRATION PROVISION, AND A CLASS-ACTION AND JURY TRIAL WAIVER.

To the fullest extent permitted by law, by participating in this Incentive and/or accepting any award of any kind in connection therewith (for purposes of this Section 10, an "Award" or "AWARD"), Participant and WHG agree that if a dispute arises between PARTICIPANT and the WHG, WHG'S PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES AND/OR AGENTS (WHG, COLLECTIVELY WITH SUCH OTHER ENTITIES AND INDIVIDUALS, THE "WHG PARTIES") relating in any way to this Incentive, any Award, the Program or Participant's use thereof, including common law or statutory claims, the dispute will be resolved in accordance with the provisions set forth in this section. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS PARTICIPANT'S RIGHTS AND WILL IMPACT HOW CLAIMS PARTICIPANT AND WHG HAVE AGAINST EACH OTHER ARE RESOLVED. Participant and WHG agree that any and all disputes or claims that have arisen or may arise between Participant and WHG or any of the other WHG PARTIES in connection with this Incentive, any Award and/or the Program (including, without limitation, any products or services offered or sold in connection with any of the foregoing), and Participant's use of and participation in this Incentive, any Award and/or the Program, shall be resolved exclusively through confidential, final, and binding arbitration; provided that either party may file suit in court seeking to enjoin infringement, misappropriation, or misuse of its intellectual property rights. PARTICIPANT IS GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.

PRE-ARBITRATION DISPUTE RESOLUTION: Participant and WHG agree that whenever Participant or WHG have a disagreement ("Dispute") with the other arising out of, connected to, or in any way related to this Incentive, any Award and/or the Program that is subject to the arbitration provision herein, Participant and WHG will first send a written notice to the other party (a "**Demand**"). Participant and WHG agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before Participant accepted these Terms. Participant must send the Demand to the following address (the "**Notice Address**"): Wyndham Hotel Group, LLC, Attn: Legal Department, 22 Sylvan Way, Parsippany, New Jersey, 07054. WHG must send the Demand to Participant via certified mail to the most recent address WHG has on file for Participant (or by email if WHG only has an email address for Participant on file). A Demand (1) shall seek to resolve a Dispute only on an individual basis (i.e., between Participant and the applicable WHG PARTY/IES); (2) shall state the full basis for the Dispute (including the details about the Dispute sufficient for the recipient to review and respond) and the date that the Dispute arose; (3) shall provide the individual claimant's full name, phone number, and email address to confirm their identity and to aid communication; and (4) shall be personally signed by the individual claimant or for WHG by its authorized representative (and not only their counsel). Within twenty (20) business days of receipt of a Demand, the recipient may request an individualized video or telephone conference to attempt in good faith

to resolve the Dispute which both Participant and WHG will personally attend (with counsel, if represented). Participant and WHG agree that Participant and WHG will not take any legal action, including filing a lawsuit or demanding arbitration, until after the period to request a conference expires or, if a conference is requested, twenty (20) business days after the individualized conference is completed. Compliance with this informal dispute resolution procedure section is mandatory and a condition precedent to initiating any lawsuit or arbitration. This procedure is essential to providing each of us a meaningful opportunity to resolve Disputes informally. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth above. A court of competent jurisdiction may enjoin the filing or prosecution of a lawsuit or arbitration if these requirements have not been met.

ARBITRATION PROCEDURE: If the Dispute stated in the Demand is not resolved to Participant's or WHG's satisfaction within ten (10) business days after the conference described above (or within ten (10) business days after the time when such a conference may be requested if no conference has been requested), and Participant intends on taking legal action, Participant agrees that Participant will file a demand for arbitration with JAMS. The arbitration will be conducted under JAMS's Comprehensive Rules & Procedures, including the JAMS's Consumer Rules (as applicable), as modified by this Agreement to Arbitrate. The JAMS's rules and a form for initiating arbitration proceedings are available on the JAMS's website at: <https://www.jamsadr.com/rules-comprehensive-arbitration/>. The arbitrator, and not any federal, state, provincial, territorial or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable, except that a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration if the Pre-Arbitration Dispute Resolution requirements set forth above have not been met.

The arbitration shall be held in the county in which Participant resides or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either Participant or WHG may elect to have the arbitration conducted by telephone and/or video conference or based solely on written submissions, which election shall be binding on the other party subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone and/or video conference, unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with the laws of the State of New Jersey, including recognized principles of equity, and will honor all claims of privilege recognized by law.

CLASS ACTION WAIVER: Participant and WHG agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both Participant and WHG agree otherwise or the Mass Arbitration provisions set forth below are triggered, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect any other person or party. Participant and WHG further agree that in the event this arbitration agreement is held to be unenforceable for any reason, the prohibitions on class and representative actions and non-individualized relief set forth in this paragraph are severable and shall apply to any claim between Participant and WHG in any forum. **PARTICIPANT IS GIVING UP THE RIGHT TO COMMENCE OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS.** The arbitrator's award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by JAMS's rules.

Mass Arbitration: If, at any time, twenty five (25) or more claimants (including Participant) submit Demands or seek to

file demands for arbitration raising similar claims against WHG, and such circumstances meet the definition and criteria of Mass Filings (“**Mass Filing**”) set forth in National Arbitration & Mediation’s (“**NAM**”) Mass Filing Supplemental Dispute Resolution Rules and Procedures (“**NAM’s Mass Filing Rules**”) available at <https://www.namadr.com/resources/rules-fees-forms/>), Participant and WHG agree that JAMS shall not serve as arbitrator and that instead NAM shall administer any Mass Filing claims and the NAM Mass Filing Rules in effect at the time such claim is filed shall apply as modified below. Participant agrees that throughout this process, the parties’ counsels shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing. Participant acknowledges and agrees that Participant’s election to participate in a Mass Filing may result in a delay in the adjudication of Participant’s dispute with WHG. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth below.

Stage One: Counsel for the claimants and counsel for WHG shall each select fifteen (15) claims per side (thirty (30) claims total) to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and WHG will pay the mediator’s fee.

Stage Two: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for WHG shall each select twenty (20) claims per side (forty (40) claims total) to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agreed to in writing. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and WHG will pay the mediator’s fee.

If Participant’s Claim is not resolved as part of the staged process identified above, either:

Option One: Participant and we may separately or by agreement, opt out of arbitration and elect to have Participant’s Claim heard in court consistent with these Rules. **Participant may opt out of arbitration by sending us Participant’s individual, personally signed notice of Participant’s intention to opt out by certified mail addressed to the Notice Address.** Such an opt-out notice must include a statement, personally signed by Participant, that Participant wishes to opt out of arbitration within thirty (30) days after the conclusion of Stage Two or the elective mediation associated with Stage Two. We may opt Participant’s Claim out of arbitration by sending an individual, personally signed notice of our intention to opt out to Participant’s counsel within fourteen (14) days after the expiration of Participant’s thirty (30) day opt out period. Counsels for the parties may agree to adjust these deadlines.

OR

Option Two: If neither Participant nor we elect to have Participant’s Claim heard in court consistent with Option One, then Participant agrees that Participant’s Claim will be resolved as part of continuing, staged individual arbitration proceedings as set forth below. Assuming the number of remaining claims exceeds one hundred (100), then 100 claims shall be randomly selected (or selected through a process agreed to by counsels for the parties) to be filed and to proceed in individual arbitrations as part of a staged process. If the number of remaining claims is fewer than 100, then all of those

claims will be filed and proceed in individual arbitrations. Any remaining claims will not be filed or be deemed filed in arbitration, nor will any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of 100 claims are adjudicated, settled, withdrawn, or otherwise resolved, this process shall repeat consistent with these parameters. Counsels for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and with NAM (including through a Procedural Arbitrator, as such term is used in the NAM Rules) to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

A court of competent jurisdiction shall have the authority to enforce these Mass Filing provisions and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these additional procedures apply to Participant's Claim, and a court of competent jurisdiction determines that they are not enforceable as to Participant's Claim, then Participant's Claim will proceed in a court of competent jurisdiction consistent with these Terms.

Participant and we agree that each party values the integrity and efficiency of arbitration and wishes to employ the process for the fair resolution of genuine and sincere disputes between the parties. Participant and we acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of such cases. If any part of this Mass Arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the NAM rules, then the balance of this Mass Arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision was not contained herein unless the lack of such provision would lead this Mass Arbitration provision to fail of its essential purpose. If the staging process of this Mass Arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the NAM rules, then the remaining claims shall be subject to Option One or Option Two above as selected by Participant or WHG. If the Mass Filing provisions apply to Participant's claim, and a court of competent jurisdiction determines that the Mass Filing provisions are not enforceable as to Participant's claim, then Participant's claim will proceed in a court of competent jurisdiction on an individual basis (not a class or consolidated basis).

Governing Law: Except as otherwise prescribed herein, and subject to applicable law, these Terms shall in all respects be construed, interpreted, and enforced in accordance with the substantive laws of the State of New Jersey, without regard to its conflicts or choice of law principles. Participant and WHG agree that this Incentive involves interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("FAA"). In the event of a conflict between New Jersey law and the FAA, the FAA shall govern. If any portion of these Terms are deemed invalid or unenforceable, the remainder of these Terms shall remain in force.

9. WHG/Inquiries: Franchisor and Wyndham Hotel Group, LLC, located at 22 Sylvan Way, Parsippany, NJ 07054, USA. All Incentive inquiries should be directed to: Wyndham Hotel Group, LLC via email to wrpropincentive@wyndham.com.

10. Privacy: WHG, its affiliates and its agencies collect personal information from Eligible Hotel when they participate in the Incentive. The information collected is subject to the WHG's Privacy Notice, which can be found at information collected is subject <https://www.wyndhamhotels.com/about-us/privacy-notice> and may be used for purposes of award fulfillment.