



Review the disclosure agreement provided below and return a signed copy to our offices either by fax (202-232-2592) or by mail (Attn: EWG VERIFIED Mattresses; 1250 I Street, NW; Washington, DC, 20005). Please include your full address, phone number and email address on the form. After receiving the agreement, EWG will provide you with access to submit product information.

## EWG VERIFIED® Mattress Products Disclosure Agreement

Environmental Working Group, its parent, subsidiaries and affiliated entities with principal place of business at 1250 I St, NW, Washington, DC 20005 (hereinafter "EWG") and \_\_\_\_\_, its parent, subsidiaries and affiliated entities with principal place of business at the following address: \_\_\_\_\_ and website: \_\_\_\_\_ (hereinafter the "Company") hereby agree to the following agreement on \_\_\_\_\_ 20\_\_:

1. Pursuant to this agreement, Company expressly consents to EWG's publication of information it submits to EWG related to its mattress products listed in Appendix A ("Ingredient, Label and Website Information" or "Information").
2. Company warrants that it has the authority to submit Ingredient and Website Information to EWG and the authority to consent to EWG's publication of said Information. Company warrants that Information submitted is both accurate and complete.
3. Company expressly consents to EWG's review in connection with Company's EWG Verified products of any additional material it submits, including but not limited to product tests or safety studies.
4. Company agrees to waive any and all legal claims against EWG arising from EWG's disclosure or publication of Ingredient and Website Information in accordance with this Disclosure Agreement, including copyright infringement, trademark infringement, disclosure of trade secrets, product disparagement, tortious interference of contracts, breach of warranty, or any other liability.
5. Company warrants that it will not submit any confidential information to EWG, unless such submission is authorized pursuant to a written agreement with EWG.
6. EWG will not return documents submitted by the Company.
7. EWG has no obligation to delete products published or disclosed in accordance with this Disclosure Agreement upon the Company's request.
8. This Agreement shall be binding on both parties and their respective successors and assigns.
9. The laws of the District of Columbia shall govern this agreement between the parties.



Agreed on \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Company: \_\_\_\_\_

Scott Mallan, Vice President for Finance & COO

Print Name: \_\_\_\_\_

ENVIRONMENTAL WORKING GROUP

Phone Contact: \_\_\_\_\_

Email Contact: \_\_\_\_\_

## **APPENDIX A**

### **“Ingredient, Label and Website Information”**

Company expressly consents to EWG’s publication of the following information it submits to EWG related to its mattress product(s):

1. Product Website and Submission Form