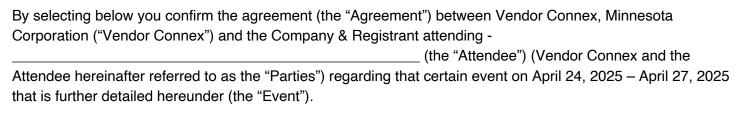


VENDOR LEADER ATTENDEE AGREEMENT



Event Dates: April 24, 2025 – April 27, 2025

Event Location: Grand Vilas Los Cabos, Cabo San Lucas Mexico

Vendor Connex is an exclusive leadership organization focused on the development of executive leaders in the multi-family industry, through events aimed at providing experiences that are interactive and social, connecting vendor leaders with multi-family leaders, owners, operators, and decision makers alike. Vendor Connex events are intentionally catered toward the multi housing "leadership community" to attract industry professionals who have decision making authority within their respective organizations. Registered Vendor Leaders, for this event, will have the opportunity to engage in multiple, thirty (30) minute, one on one conversations, with selected multi-family "Management Leaders" attending the hosted event. Given the intentional social nature of each event, additional engagement between vendor and multi-family leaders will be gained through multiple hosted socials and activities during their stay at the selected resort. Beyond the dedicated one on one conversations, interactive time is built in both Friday and Saturday of the event where creative thought, discussion, and relationship development can continue. Each registered Vendor Company will include a one room stay at the selected Vendor Connex Leadership Resort location, for one Vendor Leader Attendee, transportation upon arrival from the airport to the resort and upon departure back to the airport (on the designated event arrival / departure dates), participation in ALL hosted evening socials, and participation in the selected group activity to engage in fun and provide the ability to create meaningful relationships. Plenty of time is built in to enjoy what Cabo San Lucas has to offer, with more opportunities to personally invite multifamily leader attendees to dinner or join in the nightlife.

(Additional Charges Will Apply for Each Additional Vendor Leader Attending – Limited to (2) representatives per Vendor Company - see additional pricing details defined.)

<u>Vendor Connex Leadership Events have limited participation intentionally, for the reason of creating personal and meaningful relationships with industry leaders beyond business. Total event group size will be held to no more than 30 participants. (No more than 2 Vendor Leader Companies, Per Product / Service Category are accepted) – Once filled no other attendees for that category will be accepted.</u>

All attendee, transportation upon arrival from the airport to the resort and upon departure back to the airport (on the designated event arrival / departure dates), an all-inclusive stay at the luxury resort, social events, breakout sessions, and a planned activity are included in vendor registration.

Again, this event is hosted at an Exclusive, Luxury – ALL Inclusive Resort, providing a fixed cost for easy budgeting. Vendors will be responsible for booking and paying for their own airfare. TERMS

Attendees should arrive at the event destination prior to the Vendor Connex Welcome Social Event in the information provided. Each Vendor Company will have the opportunity to meet with All multi-family leader attendees, barring unforeseen conflicts expressed. Dedicated One on One Conversations are 30 minutes in length and take place over 2 days. One on One conversations will be scheduled mid-morning of both Friday and Saturday of the event and wrap up by early afternoon, for personal time or social interaction in small groups.

Participating Multi-family management companies will be posted as registrations come in on the Vendor Connex website (www.VendorConnex.com). Individual names of those attending as multi-family management leaders will NOT be disclosed until the week of the scheduled event. All attendees (both companies and multi-family leaders) are subject to change. Vendor Connex will not be held responsible for cancelations and/or absences due to any unforeseen circumstances.

Multi-family management leaders are held accountable to engage in the scheduled one on one conversations in exchange for their registration, travel, and accommodations at Vendor Connex Leadership Events.

Participating Vendor Leader Attendees are required to provide a business summary of their company products and/or services for their featured Vendor Category, and a brief bio of each Vender Leader Attendee to give multi-family leaders of the event. All Vendor Leader Attendee summaries will be bound prior to the event and information needs to be received by Vendor Connex by: April 1, 2025.

Participating Vendor Companies agree to provide a jpeg. copy of their logo and allow Vendor Connex use of their company logo, solely for registration, and Vendor Connex Attendee marketing purposes specific to this event.

Vendor Attendee and additional attendees will be contacted by a Vendor Connex agent to obtain your travel arrangements so that your lodging at the resort can be confirmed (obtaining exact airline provider, flight number, and Departure/Arrival times is required), and your ground transportation can be coordinated. At that time, the VC agent will be available to answer any additional questions and register for the selected group activity. No Vendor Leader Registration is confirmed until an executed Vendor Attendee Agreement and registration payment is received in full.

The Attendee agrees to hold all proprietary information regarding current and future Event planning, content, or trade secrets in confidence.

Refund policy: Cancellation of registration between contract signing and 61 days of the event will result in forfeiture of 80% of total registration costs. If cancellation occurs within 60 days of the event, all fees are non-refundable.

REGISTRATION: Registration forms are only complete when clicking Submit, which generates a confirmation email. Without a confirmation email, the registration is not complete. Contact Vendor Connex if you encounter registration problems or if you do not get the confirmation email.

PROOF OF IDENTITY: <u>This is an INTERNATIONAL TRAVEL EVENT</u> – CURRENT AND VALID PASSPORT IS REQUIRED. Vendor Connex will not be held responsible for travel complications, delays, and/or additional expenses as a result of customs / clearance issues transitioning between the US and Mexico border crossings.

NAME CHANGES OR CORRECTIONS: The full legal name for each guest, as shown on their valid identification, must be used during registration.

REMARKS: While no revisions of the itinerary or its features are anticipated, Vendor Connex, nevertheless, with notice to the traveler, reserve the right to change the itinerary, class of service, and the method of transportation, to the extent that such services and accommodations offered cannot be supplied due to delay or other causes beyond the control of Vendor Connex and further reserve the right to withdraw the trip prior to the date of departure. Further, Vendor Connex reserve the right to decline to accept or retain any participant (and the other members of his or her party) should such person's health or department impede the operation of the trip or enjoyment of any other participant. In such a case, no refund will be made for unused event services should such person (and party) be required to depart the trip. Vendor Connex. reserve the right to make changes that might become necessary or that are in the best interests of the event attendees and management staff. No refunds will be made for any unused portion of the trip.

Neither party shall be in breach of this Agreement because of an unforeseen circumstance that makes the execution of the Agreement impossible, unduly restrictive, or frustrates the purpose of the Agreement. Unforeseen circumstances include, but are not limited to, the following: Acts of God, pandemic, widespread sickness, fire, storm, explosion, government restrictions, war, terrorist acts, civil commotion, strike, insurrection, embargo, energy crisis, or any other reason unforeseen and beyond the control of the parties. The party who is disabled by such an occurrence shall give notice in writing to the other party as soon as practicable, but in no case later than 14 days, after such an occurrence. In the event that a force majeure event makes compliance with this Agreement impossible, unduly restrictive, or frustrates the purpose of the Agreement, and notice is received within 14 days, all payments will be returned to the payer.

LIMITATION OF LIABILITY. IN NO EVENT SHALL VENDOR CONNEX BE LIABLE UNDER THIS AGREEMENT TO THE ATTENDEE OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. VENDOR CONNEX'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF THE FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT. This section shall survive the termination of the Agreement.

RESPONSIBILITY: Vendor Connex shall not be responsible for breach of contract or any intentional or careless actions or omissions on the part of third-party suppliers, which result in any loss, damage, delay or injury to you or your travel companions or group members. Vendor Connex has no special knowledge about the suitability for disabled persons of any portion of any event, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For medical information, visit the Centers for Disease Control and Prevention at www.cdc.gov.

SUPPLIER DEFAULT/BANKRUPTCY: If a supplier declares bankruptcy, cancels, or postpones service or otherwise fails to provide or perform the services purchased, it is the supplier, and not Vendor Connex that is legally responsible to you. Refunds or reparations must come directly from the supplier or the bankruptcy court. Vendor Connex will do what we reasonably can to assist. ARC/IATA carriers used in connection with Vendor Connex, are not to be held liable for any act, omission, or event during the time the passengers are not on board their aircraft or conveyances. The passenger contract in use by the airlines concerned when issued shall constitute the sole contract between the carrier and the passenger of airline tickets or other event suppliers.

Hold Harmless. To the fullest extent permitted by law the Attendee shall indemnify, defend, and hold harmless Vendor Connex, its elected officials, officers, employees, agents, consultants, members, managers, and employees, from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from the event, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, to injury to or destruction of tangible or intangible property, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Attendee, a subcontractor of Attendee, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Attendee shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. Nothing herein shall be construed to be a waiver of sovereign immunity by Vendor Connex.

Non-solicitation Obligations. Attendee understands and agrees that the relationship between Vendor Connex and each of its vendors constitutes a valuable asset of the Vendor Connex and may not be converted to Attendee's own use. Attendee hereby agrees that, during the course of the event referred to herein and for a period of one (1) year following the event, the Attendee shall not, directly or indirectly, on Attendee's own behalf or as a principal or representative of any other person, solicit, divert, take away, or attempt to solicit, divert, take away or induce, or cause a severance or discontinuation of participation in future events, any existing or prospective vendor of any member of Vendor Connex to reduce, terminate or otherwise negatively alter its relationship with any member of the Vendor Connex.

The parties agree that a breach of this section may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, each party has the right to seek equitable and injunctive relief, as well as the right to seek appropriate monetary damages.

Governing Law and Venue: This Agreement will be governed by and interpreted in accordance with the laws of Minnesota, without giving effect to the principles of conflicts of law of such state. The parties hereto agree that any action arising out of this Agreement will be brought solely under the relevant state or federal court located in Hennepin County, Minnesota. The parties hereto submit to the jurisdiction and venue of any such court. THE PARTIES HERETO FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW,

TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

Miscellaneous. Neither party hereto may assign this Agreement without the written consent of the other. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party hereto to enforce any clause of this Agreement shall not be construed as a waiver or modification of such clause, or impairment of its right to enforce such clause thereafter. This Agreement, including the attachments hereto, is the entire agreement between the parties hereto with respect to its subject matter and supersedes any prior agreement or communications between the parties, whether written or oral relating hereto. No representation, inducement, or promise has been made or relied upon by either party hereto, unless expressly set forth in this Agreement. This Agreement may be modified only by a written amendment signed by authorized representatives of both parties hereto.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without the necessity of production of the others.

Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding. The Parties each represent that they have the authority to enter into this Agreement.

Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.



Cabo San Lucas Leadership Event Pricing

Note: <u>Vendor Connex Events are held to limited participation intentionally, for the reason of creating personal and meaningful relationships with industry leaders. NO MORE 30 ATTENDEES WILL BE ACCEPTED, ESTIMATING 15 VENDOR LEADER COMPANIES TO CONSUME JUST OVER 50% OF OCCUPANCY. ADDITIONALLY, (No more than 2 Vendor Leaders Companies Per Product / Service Category are accepted) – Once filled no other attendees for that category will be accepted.</u>

ALL VENDOR all-inclusive lodging at the luxury resort, ground transportation upon arrival and departure designated dates, social events, breakout sessions, and activity for the event are included in vendor registration.

| □ Vendor Registration Fee for One (1) Attendee | □V€ | endor | Registration | Fee for | One | (1) |) Attendee |
|--|-----|-------|--------------|---------|-----|-----|------------|
|--|-----|-------|--------------|---------|-----|-----|------------|

- \$10,500 early-bird registration until January 15, 2025
- \$12,000 general registration until February 15, 2025
- \$13,000 late registration after February 15, 2025

Registration Includes:

- 3 Nights Stay at the Luxury All-Inclusive Grand Velas Los Cabos
- Ground transportation to and from the airport and the resort.
- Dedicated, <u>thirty (30) minute one on one conversations</u>, with selected multi-family "Management Leaders" attending the hosted event.
- Attendance to both the **Welcome Reception** and **Friday Social** Event.
- Attendance in selected group activity to enhance social fun and provide the ability to further engage with multi-family leadership attendees.

| Additional Vendor Attendee – (Separate Individual Room): \$5,500 per additional attendee |
|---|
| Max of two (2) additional attendees per Vendor Companies |
| Optional Management Leader Sponsor. (Based on Availability Only) In the event a Vendor Leader |
| rishes to sponsor an additional Management Leader Attendee (Only Applicable If 2 Person |
| Management Leader Max Is Reached Per Company), a Vendor Leader may sponsor ONE additional |
| Management Leader for that company. Note the same participation requirements for added |
| Management Leader will apply, and they still must have decision making authority within their |
| rganization. |

Sponsorship Fee \$5500.00 - Plus Management Leader is required to pay their \$450
Registration & secure their airfare upfront (same as all other Management Leader Attendees).

Same Management Leader airfare reimbursement terms and conditions will apply. See Vendor Connex Agent for details.

Registration Includes:

- 3 Nights Stay at the Vendor Connex Event Grand Velas Los Cabo.
- Dedicated, thirty (30) minute one on one conversations, with selected multi-family "Management Leaders" attending the hosted event.
- Attendance to both the <u>Welcome Reception</u> and Friday Social Event.
- Choice of group activities selected to engage in fun and provide the ability to further engage with multi-family leadership attendees.