

## POSSIBLE PARTNER AGREEMENT 2026

EVENT	POSSIBLE
EVENT DATES	April 27-29, 2026
VENUE	Fontainebleau Miami Beach Eden Roc Miami Beach
LOCATION	4441 Collins Avenue, Miami Beach, FL 33140 4525 Collins Avenue, Miami Beach, FL 33140

This Event Participation Agreement and the attached Event Terms and Conditions together shall form this "**Agreement**" and is entered into as of (DATE) ("Effective Date"), by and between ( ) ("Participant") and Beyond Ordinary Events, LLC. with offices located at 605 Third Avenue, 26th Floor New York, NY 10158 ("BOE") for Participant's participation in the Event.

WHEREAS, BOE is involved in producing and promoting the Event described above.

WHEREAS, Participant desires to acquire certain sponsorship rights and/or exhibition rights for the Event pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Participant Sponsorship and/or Exhibition Benefits – Monday, April 27th, Tuesday, April 28th, 2026-8AM-5PM & Wednesday, April 29th, 2026 - 8AM-4PM

1.1 Participant Activation Details

- Deliverables

## 1.2 Standard Benefits

- A promotional description of your company, including your logo on the official event website and mobile app.
- Onsite signage/brand logo on the Welcome “Event Partners” Signage.
- Social Cards provided to promote your partnership.
- Number (#) of Complimentary Passes
- 20% discount link for additional full priced staff passes.
- 10% discount link provided to invite Participants partners and agencies.

2. Event Guidelines. All Participant benefits shall also be subject to the Event and Venue rules, regulations, and restrictions (collectively “Event Guidelines”) made available to or communicated to Participant (or Participant’s designated on site contact) prior to enforcement. Any such Event Guidelines are hereby incorporated in this Agreement and have the same effect as if set forth herein. If a conflict arises concerning the interpretation of the Agreement or any Event Guidelines, the decision and interpretation of BOE and the Venue will be final, and Participant agrees to abide by the decision and interpretation which, if requested, will be in writing.

3. Fee. As consideration for the benefits granted by BOE above Participant agrees to pay to BOE the following amount(s) (the “Fee”):

4. Payment Timing and Details. The Fee shall be paid no later than the date(s) noted in the table above. Any Fee not paid when due shall be subject to late fees equal to one and one-half percent (1 1/2%) per month or the maximum interest allowed by applicable law, whichever is less. Late fees shall begin to accrue five (5) days after the applicable due date. Failure to make payment by the due date shall result in Participant being in breach of the Agreement. All payments should be made in U.S. currency via check or ACH. If Participant must first receive an invoice, then BOE’s invoice shall be sent to the address noted in the table above.

## EVENT TERMS AND CONDITIONS

1. Participant Breach. BOE reserves the right to terminate the Agreement without liability and Participant’s participation in the Event upon notice if (i) Participant fails to make timely payments of the Fee due hereunder, or (ii) Participant breaches any other term of this Agreement and fails to cure such breach. Prior to or after the Event, the cure period shall be 72 hours; during the Event, the cure period shall be 24 hours or less, if otherwise indicated by BOE in the notice of breach. If BOE exercises its right to terminate, Participant shall remain liable to BOE for all Fees under this Agreement and for all costs of collection, including all court costs and reasonable attorneys’ fees.

2. Cancellation or Delay of Event. In addition to its rights under Section 3, BOE may delay, change the date of or cancel the Event in its entirety, thereby terminating this Agreement, without cause at any time and for any reason and without liability or obligation, except to return any Fees paid by Participant to BOE for the Event. BOE shall not be liable for any damages or expenses incurred by Participant should the Event be delayed or cancelled for any reason.

3. Cancellation by Participant. Any cancellation by Participant must be submitted in writing with reason for cancellation as set forth in the Notice section of the Agreement ("Termination Notice"). The Termination Notice will become effective when received and acknowledged in writing by BOE. The parties agree that BOE will incur substantial losses that cannot be precisely determined if Participant cancels the Agreement. Due to the difficulty of determining such losses, Participant agrees to pay the following amounts of the Fee as liquidated damages if Participant cancels/withdraws on or within the time periods noted below, with such liquidated damages not intended as a penalty but a fair, reasonable and appropriate estimate of expected damages to BOE:

- if a Termination Notice is received by BOE less than ninety (90) days prior to the Event, Participant will be obligated to pay BOE 100% of the total Fee;
- if a Termination Notice is received by BOE at any time during the period commencing on the date that is one hundred twenty (120) days prior to the Event and ending on the date that is ninety (90) days prior to the Event, Participant will be obligated to pay BOE 75% of the total Fee;
- if a Termination Notice is received by BOE at any time during the period commencing on the date that is one hundred eighty (180) days prior to the Event and ending on the date that is one hundred twenty-one (121) days prior to the Event, Participant will be obligated to pay BOE 50% of the total Fee; and
- if a Termination Notice is received by BOE more than one hundred eighty (180) days prior to the Event, Participant will be obligated to pay BOE 25% of the total Fee.
- All payments made or due to BOE will be fully earned and non-refundable in consideration for expenses incurred by BOE and its lost or deferred opportunity to provide exhibit and/or sponsorship space to others. All cancellation payments that may become due are acknowledged by Participant as liquidated damages and are not applicable toward any future BOE-sponsored shows or events. BOE may, but shall not be obligated to, resell canceled space or sponsorships to another participant but will give priority to filling any still-available space, before attempting to release/resell Participant's space. If Participant cancels its participation, BOE may, at its discretion, cancel all other contracts between Participant and BOE.

4. Exhibitor Event Guidelines. Participant will abide by all Event Guidelines, including those regarding the construction, maintenance, setup, and tear-down of the exhibit space, as applicable. Participant will not use any copyrighted music or dramatic materials, or any other property owned by a third party without first obtaining all necessary licenses for the use of the same. Participant shall utilize in-house and preferred vendors only – no outside vendors are allowed.

5. Exhibitor Obligations. Exhibit set-up and tear- down hours are provided in the Event Guidelines, which are subject to change, upon notice to Participant. If Participant is not set up by the time specified in the Event Guidelines, BOE reserves the right to re-assign the allocated space to another Participant or to make other use of the space as it deems appropriate, in its sole discretion. Participant shall not remove any part of an exhibit during the Event without written prior permission from BOE. Exhibitor shall cause its exhibit to display its products or services tastefully as determined by BOE in its sole discretion. Exhibitor shall limit its advertising, marketing, and distribution of samples and printed materials of any kind to its own exhibit space. BOE reserves the right to reject or later remove an exhibit based on, without limitation, Exhibitor's failure to (a) comply with Event Guidelines, or (b) subsequently obey instructions from BOE or Venue pertaining to the exhibit's quality, character, or construction.

6. Outdoor Exhibition Space. If Participant's benefit includes an outdoor Exhibitor space, Participant is responsible for arranging protection of its own property (and that of the exhibit, if a custom exhibit) from the effects of weather (e.g., use of covers to ensure the safety of property from rain). Participant acknowledges that use of such outdoor space may be limited in the event of inclement weather and Participant assumes all such risk. In the event inclement weather or other forces of nature prohibit Participant from using its outdoor exhibit space for a majority of the time allocated for exhibition, but which do not prevent the indoor aspects of the Event from continuing, then BOE and Participant shall use commercially reasonable efforts to mutually agree upon a make good within thirty (30) days.

7. Additional Requirements for Custom Exhibits. All custom exhibits must be dismantled and removed from the Venue by the time set forth in the Event Guidelines. Exhibitor shall construct its exhibit in conformity with the Event Guidelines. Exhibitor is solely responsible for ensuring that its exhibit is accessible to persons with disabilities, as required by the Americans with Disabilities Act, and shall indemnify and hold harmless BOE its parent, affiliates, subsidiaries, officers, directors and employees ("BOE Parties") from any consequences or liability for any failure by Exhibitor to do so.

8. Assumption of Risk; Waiver of Damage and Loss. Participant acknowledges that participation in the Event may subject Participant and its contractors, employees, agents and representatives to certain risks, including possibility of personal injury, death, property damage, loss or theft and/or loss resulting therefrom. Including by way of example and not limitation, risks may include or arise from arise out of contact or interaction with other participants, attendees or other people, equipment and other mishaps. Risks may be caused by dangerous conditions, weather, terrain, environment and interaction with the Venue and surrounding areas. Risks may be caused by BOE's own actions, or inaction, the actions or inaction of other participants, attendees or other people and/or the negligence of any of the foregoing or BOE. Participant acknowledges that some risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to Participant or not readily foreseeable at this time. Accordingly, Participant, acknowledging the material benefits derived from participation in the Event and deciding to take such risks, hereby, on behalf of itself, its contractors, employees, agents and representatives, and each of the foregoing personal representatives, heirs, next of kin, successors and assigns, expressly and unconditionally assumes all risks and dangers known or unknown, foreseen or unforeseen, and relating or incidental to Participant's involvement in the Event and hereby releases and forever discharges, holds harmless and covenants not to sue BOE and Venue and each of their respective officers, directors, agents, employees, contractors, successors and assigns for any acts or omissions relating to Participant's involvement in the Event. For avoidance of the doubt, the foregoing release, waiver and covenant not to sue shall not apply to obligations specifically undertaken by BOE under this Agreement.

9. Limitation of Liability and Timing of Claims. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 OF THIS AGREEMENT, IN NO EVENT SHALL BOE OR VENUE OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES, AND ASSIGNEES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT BOE OR THE VENUE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL BOE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO BOE PURSUANT TO THIS AGREEMENT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS

AGREEMENT MUST BE MADE IN WRITING WITHIN THIRTY (30) DAYS AFTER THE LAST DAY OF THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

**10. Indemnification.** Participant shall indemnify, defend and hold harmless BOE and its respective parent, affiliates, subsidiaries and their respective shareholders, partners, members, directors, officers, employees and agents from and against all claims, damages, losses, costs, expenses, demands or liabilities (including all reasonable legal fees and expenses) ("Claims") arising out of or resulting from any third party claim: (i) related to the breach or non-performance of Participant of any of the provisions of this Agreement, (ii) related to the use of the Participant Marks under this Agreement, including any Claim that our use of the Participant's intellectual property (including the Participant Marks) in accordance with the Agreement violates or infringes any intellectual property rights of any third party, (iii) related to any products or services of the Participant sold, offered, distributed and/or marketed to third parties by Participant and/or made available to anyone in connection with the Event and pursuant to this Agreement, or (iv) any grossly negligent or willful act or omission by Participant or any of its shareholders, partners, members, directors, officers, and agents with respect to the subject matter of this Agreement.

- BOE shall indemnify, defend and hold harmless the Participant from and against all Claims arising out of or resulting from any third-party claim:
  - related to BOE's breach or non-performance of any of the provisions of this Agreement;
  - related to BOE's use of the Event Marks under this Agreement, including any Claim that Participant's use of the Event's intellectual property (including the Event Marks) in accordance with the Agreement violates or infringes any intellectual property rights of any third party; and
  - any grossly negligent or willful act or omission by BOE or its of our shareholders, partners, members, directors, officers, employees and agents with respect to the subject matter of this Agreement.
- The party seeking indemnification under this Agreement ("Indemnified Party") shall give prompt notice to the other party ("Indemnifying Party") of any Claim for which it intends to seek indemnification. The Indemnifying Party shall have the right to participate in and, at Indemnifying Party's option, to control any defense, compromise, litigation, settlement or other resolution or disposition of such Claim. In no event shall the Indemnifying Party enter into any settlement of any claim that imposes financial obligations or restrictions on the Indemnified Party or constituting an admission of guilt or wrongdoing by the Indemnified Party without the prior written approval of the Indemnified Party.

**11. Participant Insurance.** Participant is required to carry insurance, for Participant's own protection and entirely at Participant's expense, a minimum of \$1,000,000 single limit bodily injury and broad form property damage coverage, naming BOE Parties as Additional Insureds. Any policy providing such insurance must contain an express waiver by the Participant's insurance company of any right of subrogation as to any claims against the BOE Parties.

**12. INTELLECTUAL PROPERTY RIGHTS.** BOE grants to Participant, during the Term, and in accordance with the terms and conditions herein:

- A non-transferable, non-exclusive, royalty-free, non-sublicensable, limited license to use and display the Event name, logos and trademarks (the "Event Marks") provided to Participant solely to promote its sponsorship of the Event; provided, however, that any such use (i) shall be appropriate and dignified and benefit BOE's public image and otherwise be consistent with BOE's brand guidelines provided to Participant from time to time, and (ii) shall not reasonably be expected to have a material adverse impact, on BOE's name, image, reputation, good will or any other legitimate business right or interest.
- Participant grants to BOE a worldwide, non-exclusive, royalty-free, sub-licensable license (solely in connection with the Event) to use and display your trade names, trademarks service marks, logos, symbols, or other copyrighted or proprietary identifications (whether registered or not) (the "Participant Marks") provided to BOE:
  - During the Term to advertise, market, promote and administer the Event; and
  - Following the Term when used in any materials produced in connection with, related to, or arising from the Event as well as for archival purposes; provided, however, that if Participant requests in writing that BOE reasonably remove the Participant Marks from any such materials that we BOE is using for a commercial purpose following the Term, BOE will use commercially reasonable efforts to remove the Participant Marks from any such materials (for the avoidance of doubt this right shall expressly exclude any materials used for archival purposes).
- All intellectual property rights in the Participant Marks, together with any goodwill therein, shall be solely and exclusively owned by Participant, and BOE shall not acquire any rights in the Participant Marks, including any developments or variations. All intellectual property rights in the Event Marks, together with any goodwill therein, shall be solely and exclusively owned by BOE and Participant shall not acquire any rights in the Event Marks, including any developments or variations.

- All intellectual property rights in or arising out of the Event shall be owned by BOE, including but not limited to any rights accruing in the Event Marks, all end-user data and information collected in connection with the Event, and any films, videos, photographs, recordings, promotions, advertisements and/or other materials prepared or developed in connection with the Event or derived from the Event, and no further licenses, permissions, or payments are required for BOE to make use of such Event materials in any format, in any media, or for any purpose.
- Neither party shall knowingly do, or cause, or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other party's marks or do anything which will or may affect any registration of the other party's marks. Participant agrees that it shall not use the Event Marks in any way that, in BOE's reasonable opinion, connotes the parties are forming a partnership or any trading arrangement (other than the sponsorship of the Event), or that BOE endorse any part of Participant's business, trading name or style.

13. Recording and Publication of Event. Participant acknowledges that activities before, during and after the Event may be filmed, photographed and/or recorded and reproduced in any form (including but not limited to digital formats) and hereby authorizes BOE and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event and Participant's participation herein. Participant hereby releases BOE and its designees from, and waives all claims it may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights. Participant shall ensure that its agents, contractors, and employees grant the same rights to their likeness, to the extent such are incorporated into any such materials from the Event. This right shall be freely assignable by BOE and shall survive the termination of this Agreement.

14. Drone Regulations. The use of Aerial Drone Devices or any Unmanned Aircrafts ("Drones") is strictly prohibited at all times throughout the entire Fontainebleau property ("Venue"). Venue does not allow Drones to be launched or operated on the property, including but not limited to inside the hotel, outside on the lawns, from the parking area, within any loading area, or anywhere on Fontainebleau property. Possession or operation of such remotely controlled aircraft Drones may result in the confiscation of all related materials, removal from Fontainebleau property, and/or a response from security or law enforcement.

## 15. Force Majeure.

- a. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Participant to make payments to BOE), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, hurricane, other potential disaster(s) or catastrophe(s), such as epidemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions or restriction (including travel or movement restrictions, limitations, advisories, or suggestions issued by any municipal or governmental agency, including, but not limited to, the World Health Organization and the Centers for Disease Control and Prevention), curtailment of transportation, viral outbreaks or other public health emergencies, including, but not limited to COVID-19 (Novel Coronavirus), infections, communicable diseases, epidemics, pandemics and /or quarantines, or any other comparable conditions, making it impractical, illegal or impossible to hold the Event; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) any state statute, law, regulation, or local ordinance applicable to the jurisdiction where the Event is located which would limit the rights and/or protections of vulnerable populations not otherwise protected under applicable law and which make it impractical to hold the Event, in BOE's reasonable opinion; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.
- If, in BOE's commercially reasonable discretion, BOE cannot host the Event on or around the same date(s) and location as originally planned due to a Force Majeure Event, BOE will take all reasonable efforts to reschedule the Event to take place within twelve (12) months of the originally planned Event Date. In the event that BOE are unable to reschedule the Event within twelve (12) Months of the originally planned date, Participant shall receive a full refund, less any direct out of pocket costs incurred by BOE, of all Fees paid to BOE under this Agreement and this Agreement shall be terminated. If due to a Force Majeure Event BOE cancels a portion of the Event, the parties shall discuss in good faith a make good for the portion of the Event which was cancelled. For the avoidance of doubt, any cancellation of the Event due to a Force Majeure Event shall not be deemed a breach of this Agreement.

**16. Representations, Warranties and Covenants.** Each party hereby represents, warrants and covenants to the other the following:

- If an entity, it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
- Each party has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations the other party grants or is required to grant under this Agreement;
- The execution of this Agreement by its respective representative whose signature is set forth at the end of this Agreement has been authorized by all necessary corporate or organizational action of such party;
- When executed and delivered, this Agreement will constitute the legal, valid and binding obligation of the parties, enforceable against the other party in accordance with its terms, except as may be limited by principles of bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally;
- The execution and delivery of this Agreement does not, and the performance of and compliance with this Agreement will not (i) conflict with any existing obligations or contracts to which they are respectively bound; (ii) breach any agreement to which they are respectively a party; (iii) violate any local, state, or federal law, regulation, judgment or order to which they are respectively subject to; or (iv) require the consent, permit, authorization or approval of any person or entity, including but not limited to any governmental or regulatory body.
- The parties are not subject to any material claim, litigation, proceeding, arbitration, investigation or controversy pending to which they are a respective party that would adversely affect the other's ability to perform its obligations under this Agreement; and
- Each has and will continue to comply with all applicable laws, ordinances and regulations to which the respective party is subject to or with respect to the conduct of its business and participant in the Event.
- Participant shall present and market its products and services at the Event in an accurate and transparent manner and in compliance with FTC marketing rules."

**17. No Guarantees.** Except as expressly set forth herein, BOE makes no representations or warranties, express or implied, regarding the nature of the Event or the number, quality, or character of attendees who will attend the Event. Irrespective of any marketing or promotional materials presented by BOE to Participant, BOE does not assure or guarantee any minimum return on investment or financial results from Participant's participant in the Event.

**18. Third-Party Vendors.** In connection with Participant's participation in the Event, BOE may hire third-party contractors and vendors (the "Third-Party Vendors") to

provide certain services to Participant. BOE shall not be responsible for the acts or omissions of such Third-Party Vendors.

**19. Non-Disparagement.** Participant agrees it will not make or cause or authorize any third party to make any disparaging, libelous, defamatory, slanderous and/or otherwise inflammatory statements (whether oral or in writing), gestures, symbols and/or other representations (“Statements”) about BOE, Venue or the Event or any of their respective affiliated entities, directors, officers, shareholders, employees, representatives or affiliates (the “Protected Parties”). For the purpose of clarity, Statements prohibited by this Section include, without limitation, any Statements that (a) place any Protected Party in a false and/or negative light; (b) taint, discredit, tarnish and/or otherwise compromise the goodwill, name, brand, or reputation of a Protected Party; (c) would cause or tend to cause the recipient of the communication to question the business condition, personal or professional reputation, integrity, competence, good character or product quality of a Protected Party; and/or (d) would be reasonably likely to injure, hinder, or interfere with the business relationships or goodwill of a Protected Party. Notwithstanding the foregoing, nothing in this Agreement shall preclude a Party from making truthful statements that are required by applicable law or by any court, arbitrator or government agency or by providing honest feedback or assessment of the Event in response to any confidential survey conducted by BOE.

**20. Legal Matters.**

- **Binding Arbitration.** In the event of any dispute between the parties regarding the subject matter of this Agreement, both parties agree to try for fourteen (14) days to resolve such dispute informally. If the parties cannot resolve the dispute informally, then the parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted for final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration will initially be in New York, New York or through virtual meeting, as determined by BOE. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award to the Prevailing Party, if any, as determined by the arbitrator(s), all of its costs and fees. “Costs and fees” mean all reasonable pre-award expenses of the arbitration, including the arbitrators’ fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorneys’ fees. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the Parties according to the substantive and procedural laws of the State of New York. “Prevailing Party” shall be defined:

- (a) as a claimant that is awarded net fifty-one percent (51%) of its affirmative claim, after any offsets for claims or counterclaims by the other party, and (b) as a defendant/respondent against whom an award of less than fifty percent (50%) of a claimant's claim is granted.
- **Injunctive Relief.** The binding arbitration provisions of this Section does not prevent a party from seeking injunctive or other equitable relief in a judicial forum in accordance this Section. The parties agree that irreparable damage would occur and that they would not have adequate remedy at law in the event any non disparagement provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties will be entitled to seek equitable relief, including injunction, to prevent breaches or threatened breaches of such confidentiality provisions (without the requirement of posting a bond or otherwise securing any undertaking as to damages and without the necessity of proving actual damages) and to enforce specifically the terms and provisions of this Section, this being in addition to any other remedy to which they are entitled at law.
- **Data Privacy:** Participant represents and warrants to BOE that it will comply with all applicable data protection and privacy laws in connection with Participant's collection, storage, and use of personal data in connection with this Agreement.
- **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY LEGAL ACTION, SUIT OR PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF.
- **Governing Law; Attorneys' Fees.** This Agreement will be governed by, and interpreted in accordance with, the laws of the state of New York, without regard to its choice of law principles. If any litigation or other dispute resolution proceeding is commenced between parties to this Agreement to enforce or determine the rights or responsibilities of such parties, the Prevailing Party or parties in any such proceeding will be entitled to receive, in addition to such other relief as may be granted, its reasonable attorneys' fees, expenses and costs incurred preparing for and participating in such proceeding. BOE and Participant agree that the United States District Court or any State Court located in New York, New York shall have exclusive venue and jurisdiction over the parties to enforce the terms of this Agreement.

## 21. General Provisions.

- **Assignment.** This Agreement is personal to Participant. Participant may not assign this Agreement or sell, transfer, assign or sublet to a third party all or any portion of its exhibit space without BOE's prior written consent.

- **Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, (i) such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction and (ii) the parties agree to use good-faith efforts to amend the
- **Agreement to replace the invalidated provision with a substitute that as closely as possible reflects the original intent of the parties.**
- **Term; Survival.** Unless sooner terminated in accordance with its terms, this Agreement shall commence on the Effective Date and expires on the later of the day after the last day of the Event, or the date on which all obligations of the parties have been fulfilled. The provisions set forth in Section 8 through Section 21 and any other provisions that by their terms should reasonably survive, shall survive the termination, cancellation or expiration of this Agreement.
- **Floor map:** The Event floor map (the “Floor map”) will be under development until the start of the Event, Participant expressly agrees that Possible reserves the right to alter the layout of the Floor map at any time prior to the start date of the Event and without liability. Participant acknowledges that such alteration of the Floor map may result in a change to the location of the Participant’s Exhibition Space.
- **Notice.** Except as otherwise set forth in this Agreement, any notice given under this Agreement shall be in writing and shall be served to the above addresses noted in the first page of this Agreement by delivering it (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) via email (no bounce back).
- **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, entry into this Agreement by the Parties shall terminate any previous Event Participation Agreement previously entered into between the Parties relating to the Event on the Event Dates.
- **Counterparts.** This Agreement may be executed in counterparts, each of which when properly signed shall together constitute one document.
- **Joint Venture/Partnership.** This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between the parties hereto.
- **Amendments.** Except as expressly stated herein, this Agreement may only be amended or modified by a written agreement executed by both parties.
- **Waiver.** The failure of either party to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election

contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election.

## **SPONSOR TERMS & CONDITIONS FOR THE POSSIBLE CONNECT HOSTED MEETINGS PROGRAM**

These terms and conditions ("Terms & Conditions") of Beyond Ordinary Events, Inc. ("Event Organizer", "we", "us" or "our") apply to (i) PARTICIPANT ("Sponsor", and together with Hosted Meetings Representatives and Sponsor Organization Admins, "you" or "your") participating in the Connect Hosted Meetings Program ("Hosted Meetings Program") at Possible scheduled to be held on April 27-29, 2026 in Miami, Florida ("Event"), (ii) Hosted Meetings Representatives, and (iii) Sponsor Organization Admins.

You are entering into to these Terms & Conditions, which will be binding on your Sponsor organization as well as any Sponsor Organization Admin or Hosted Meetings Representative.

The natural person entering or agreeing to these Terms & Conditions represent he or she has the full authority and power to bind all the parties constituting "you" under these Terms & Conditions.

These Terms & Conditions may be modified from time to time, so check back often. We will adjust the "Last revised" date at the top of this document at any time changes are made. Continued participation in the Connect Hosted Meeting Program by you will constitute your acceptance of any changes to these Terms & Conditions.

1. We will arrange a series of meetings ("Hosted Meetings") as part of the Connect Hosted Meetings Program between (a) Hosted Buyers, and (b) Hosted Meetings Representatives. All Hosted Meetings will take place during Meeting Times.
  - a. "Hosted Buyers" are those qualifying brand marketers who identify themselves to us as buyers or influencers (individually or as part of groups) of the purchase of applicable technology, solutions, products or services for their organizations or institutions, and who agree to attend up to eight (8) Hosted Meetings. As part of the Connect Hosted Meetings Program, Hosted Buyers may optionally elect to receive (x) a travel/hotel reimbursement of up to \$750 (opt out), or (y) make a charitable donation to a Charity TBD by BOE team instead of receiving reimbursement.
  - b. "Hosted Meetings Representatives" are those individuals who you designate as your representatives to participate in Hosted Meetings pursuant to one or more (i) fully executed contracts to purchase Hosted Meetings between you

- and us ("Sponsor Contract"), and (ii) direct purchases of Hosted Meetings by you online in our platform without a Contract ("Sponsor Platform Purchase"). A single Sponsor may have multiple Hosted Meetings Representatives. We define the process of arranging Hosted Meetings in our sole discretion, which process we may change from time to time at our sole discretion.
- c. "Sponsor Organization Admins" are those individuals designated as organization admins to complete certain Hosted Meetings Program tasks on behalf of a Sponsor. A single Sponsor may have multiple Sponsor Organization Admins. Sponsor Organization Admins cannot attend the Event unless they hold a valid ticket, pay the applicable ticket fees, and abide by all applicable terms and conditions.
- d. "Meeting Times" are predetermined time slots during which Hosted Meetings take place. Meeting Times are set at our sole discretion, and we may change Meeting Times from time to time at our sole discretion. As of the date of these Terms & Conditions, Meetings Times are: Exact Times
- e. We will notify Hosted Meetings Representatives of the specific times of their Hosted Meetings prior to the start of the Event. The failure on the part of Hosted Meetings Representative to be available for all Meeting Times may limit our ability to arrange Hosted Meetings for those Hosted Meetings Representatives.

2. The number of Hosted Meetings purchased by a Sponsor pursuant to a Sponsor Contract or Sponsor Platform Purchase is that Sponsor's "Hosted Meetings Cap". A Hosted Meetings Cap can be increased by purchasing additional Hosted Meetings at any time set forth by us (deadlines apply).

3. Hosted Meetings are priced as set forth online or in the Sponsor Contract at the time of purchase (the price of each meeting being the "Price Per Meeting"). The total amount paid by a Sponsor for Hosted Meetings is that Sponsor's "Meetings Payment Amount".

a. We will complete a post-event reconciliation to determine the number of "Completed Hosted Meetings" which is defined as the number of Hosted Meetings that (i) actually took place, (ii) would have taken place but for the absence of the Hosted Meetings Representative (including late arrivals resulting in Hosted Meetings that are less than 15 minutes in length), and (iii) would have taken place but for the (x) failure of a Hosted Meetings Representative to accept a meeting that would have resulted in a Hosted Meeting, or (y) cancellation of a Hosted Meeting by the Hosted Meetings Representative for any reason.

i. If the number of Completed Hosted Meetings multiplied by the Price Per Meeting (averaged if more than one Price Per Meeting applies) is less than the Meetings Payment Amount, we will provide a credit toward a future event owned or operated by us or our affiliates or a refund of the difference within 60 days following the Event ("Refund Payment Date").

4. Sponsor Organization Admins and Hosted Meetings Representatives must provide relevant information and respond to our requests by our stated deadlines as set forth in our Hosted Meetings Program guidelines (and other communications), including:

- a. Completing profiles, which include information about Sponsors ("Profiles"). All Profiles are subject to our review and approval.
- b. Requesting meetings with Hosted Buyers for potential Hosted Meetings and opting in to meeting requests from Hosted Buyers.
- c. Assigning Hosted Meetings to Hosted Meetings Representatives and adding Hosted Meetings to calendars.

5. Sponsors, Sponsor Organization Admins and Hosted Meetings Representatives must comply with our Hosted Meetings Program rules and directives, including:

- a. All Hosted Meetings Representatives must hold a valid ticket, pay the applicable ticket fees, and abide by all applicable terms and conditions.
- b. Hosted Meetings Representatives, must:
  - i. Be available during Meeting Times.
  - ii. Join Hosted Meetings at the times we designate.
  - iii. Prepare for the Hosted Meetings assuming that Hosted Buyers have not prepared in advance.
  - iv. Notify us of any Hosted Buyer who was not present for a Hosted Meeting.
- c. Sponsors, Sponsor Organization Admins and Hosted Meetings Representatives must NOT do the following, which may result in termination from the Meetings Program:
  - i. Contact any of the Hosted Buyers with whom they have Hosted Meetings prior to the event (unless they have also come into contact with those Hosted Buyers in the ordinary course of business unrelated to Hosted Meetings)..
  - ii. Contact any Hosted Buyers who do not show up for their Hosted Meeting (unless they have also come into contact with those Hosted Buyers in the ordinary course of business unrelated to Hosted Meetings).
- d. Hosted Meetings Representatives must each complete a feedback survey following the Event, providing specific evaluations for each meeting. Failure to provide feedback by the Refund Payment Date may delay your Refund until feedback has been completed.
- e. Sponsors, Sponsor Organization Admins and Hosted Meetings Representatives must comply with all rules and guidelines relating to the Hosted Meeting Program ("the Hosted Meetings Rules and Directives"), as updated by us from time to time and which shall be provided to you.
- f. Sponsors, Sponsor Organization Admins and Hosted Meetings Representatives failure to comply with the Hosted Meetings Rules and Directives, as well as any other rules that may be issued by the Event Organizer regarding the Hosted Meetings may result in the reduction or removal of any refund of Sponsorship Fee at our discretion; and

- g. Sponsors, Sponsor Organization Admins and Hosted Meetings Representatives shall: (i) present and market their products and services in an accurate and transparent manner and in compliance with FTC marketing rules; and (ii) comply with all applicable laws to which they are subject with respect to their conduct in connection with the Connect Hosted Meetings Program under these Terms & Conditions.

6. We, in our sole discretion, determine the eligibility of any Sponsor, Sponsor Organization Admin, Hosted Meetings Representative or Hosted Buyer to join and participate in the Connect Hosted Meetings Program, and may in our sole discretion end the participation of any Sponsor, Sponsor Organization Admin, Hosted Meetings Representative or Hosted Buyer in the Connect Hosted Meetings Program or Hosted Meetings at any time and for any reason, including canceling any Hosted Meetings.

7. Each of Sponsors, Sponsor Organization Admins and Hosted Meetings Representatives participating in the Connect Hosted Meeting Program hereby acknowledge and agree that: (i) we do not guarantee any minimum number, quality of, or nature of any Hosted Buyer or Hosted Meetings and that it is possible that the number of meetings arranged will be below the number purchased; (ii) the success and outcome of the Connect Hosted Meeting Program, including impact on the Sponsors business or brand exposure, are subject to various factors beyond our control, including attendance, reception and various needs and demands of the Hosted Buyer; (iii) neither we nor any of our agents, contractors or representatives make any explicit or implied guarantee regarding the level of business, revenue, brand exposure or any other specific benefits that Sponsor may receive as a result of its participation in or purchase of any Hosted Meetings; and (iv) other sponsors and their representatives are participating in the Connect Hosted Meetings Program and as a result, there could be competition for Hosted Buyers and Hosted Meetings and that we reserve the right in our sole discretion to match any particular sponsor with any Hosted Buyer (even at the exclusion of other sponsors) for any reason.

8. Each of Sponsor, Sponsor Organization Admins and Hosted Meetings Representatives (the “Indemnifying Parties”) hereby agrees to indemnify and hold harmless Event Organizer and its directors, officers, employees, agents, contractors, representatives, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys’ fees and costs, arising out of any alleged or actual breach of these Terms & Conditions by any Indemnifying Party or any other act or omission by an Indemnifying Party in connection with the Hosted Meetings Program.

9. IN NO EVENT SHALL ANY INDEMNIFIED PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THESE TERMS & CONDITIONS, REGARDLESS OF

a. WHETHER SUCH DAMAGES WERE FORESEEABLE,  
b. WHETHER OR NOT SUCH INDEMNIFIED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND  
c. THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL THE INDEMNIFIED PARTIES (COUNTED AS WHOLE) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO EVENT ORGANIZER BY THE SPONSOR THAT IS THE PARTY TO THESE TERMS & CONDITIONS. CLAIMS ARISING UNDER OR IN CONNECTION WITH THESE TERMS & CONDITIONS MUST BE MADE IN WRITING WITHIN THIRTY (30) DAYS AFTER THE LAST DAY OF THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY LEGAL ACTION, SUIT OR PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF, BASED UPON OR RELATING TO THESE TERMS & CONDITIONS OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF.

10. Your participation in the Connect Hosted Meetings Program pursuant to these Terms & Conditions shall be deemed a part of your participation in the wider Event. As such, your participation and conduct in connection with the Hosted Meetings Program shall also be governed by any event participation agreement or other agreements entered into with us with respect to the wider Event (the "Event Participation Agreement"); provided, however, that these Terms & Conditions shall control and govern with respect to matters relating specifically to the Hosted Meeting Program in the event of a direct conflict between any Event Participation Agreement and these Terms & Conditions.

## YOUR HOSTED MEETINGS RECONCILIATION GUIDE

Congrats! You have made the decision to propel your business forward by purchasing Hosted meetings in our Connect Program. While we have over a 98% fulfilment rate of

purchased meetings, we know that from time to time, a meeting may not take place as expected onsite. Here is everything you need to know about our reconciliation process.

**STEP 1 – Follow all Connect Guidelines.** In order to qualify for a credit, all partners must adhere to the Connect Guidelines. Failure to complete each of the required pre-event scheduling steps will result in your organization not being eligible for a credit for any meetings that we are not able to schedule. Key requirements of the Connect Program include:

- **Profile Stage:** All partner organizations must complete an organization profile and must assign Meetings Reps (these are the individuals who are assigned to take your purchased Hosted meetings)
- **Request Meetings Stage:** You must make Hosted meeting requests equal to 4x the number of meetings that were purchased (E.g., if your organization has purchased 12 Hosted meetings, you must make at least 48 Hosted meeting requests.)
- **Accept Meetings Stage:** All scheduled Hosted meetings must be accepted and assigned to a Meetings Rep. These are meetings that you either requested or opted into in the previous stages.

**STEP 2 – Recording No Shows.** While onsite, all team members must record no-shows so that we can track meeting attendance.

**STEP 3 – Contact Your Account Manager.** We know things can get busy onsite! If you missed marking any meetings as no shows, email your account manager with any notes regarding your no shows post event.

**STEP 4 – Reconciliation Process.** Following the event and upon completion of your purchased meetings, our team will complete a post event reconciliation approximately 60 days post event. Our team will reach out regarding any meetings that you may be eligible for a credit for within 60 days. Please see below regarding details on the reconciliation process.

#### **Reconciliation Process:**

1. The Hyve team will review all of your meetings that took place onsite with our Hosted buyer cohort.
2. Any meetings that did not take place due to a Meetings Rep not showing up for their meeting, or due to a Meetings Rep rejecting (or not accepting) a meeting during the Accept Meetings stage, would be deducted from your total number of meetings you may be eligible for a credit for.
3. Should a sponsor not make the required # of requests during the Request Meetings stage, a sponsor would not be eligible for a credit for any unscheduled meetings.

## **How are credits calculated?**

### **# of Meetings Purchased**

**Minus-** # of Onsite Hosted Meetings that were completed (both parties attended)

**Minus-** # of Meetings that a Sponsor Meetings Rep did not show up for onsite  
(Sponsors will not be eligible for a credit for meetings that they did not attend)

**Minus-** # of Meetings that a Meetings Rep declined or left unaccepted during the  
Accept Meetings Stage

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### **= Credit for Hosted Meetings**

Any questions, please reach out to [brooke.yellen@possibleevent.com](mailto:brooke.yellen@possibleevent.com)