

SPONSORSHIP AGREEMENT — CAVLO CONNEX

This Agreement is between Embassy Holdings, dba cavlo, a Nevada Corporation ("Organizer"), and _____, ("Sponsor"). Organizer produces cavlo ConneX, a networking event for commercial Audio/Video/Lighting/Control system professionals, on **JULY 2, 2026** at the **HYATT REGENCY JERSEY CITY** (the "Event"). Sponsor agrees to support the Event in exchange for the rights below.

1. GRANT OF RIGHTS

In exchange for the Sponsorship Fee, Sponsor receives certain rights as follows:

- (a) Promotional: right to display, promote, and give away products at the Event using a designated area; Sponsor Trademarks on Event promotional materials (per §8).
- (b) Data: spreadsheet of attendee names, contact info, and registration questionnaire answers.
- (c) Media: inclusion in all press releases and social media marketing (at least one (1) credits/mentions in Event promotion per week), and the right to use Event footage for Sponsor's own promotional purposes.

2. SPONSORSHIP FEE

- (a) Sponsor shall pay **\$995.00** ("Sponsorship Fee") per brand to be displayed no later than fourteen (14) days before the Event (within 14 days immediate payment is required); a \$195.00 fee applies per bounced check or late payment.

3. CANCELLATION & REFUND

If Organizer cancels the Event, Organizer shall refund the Sponsorship Fee within seven (7) days of the original Event date. Organizer's liability is limited to the Sponsorship Fee.

4. TERM & TERMINATION

- (a) Term: This agreement is effective on the date of the last signature through thirty (30) days after the event.
- (b) Either party may terminate: (i) on thirty (30) days' written notice, with or without cause; (ii) immediately on uncured material breach (14-day cure period); (iii) immediately if the other party's representations prove materially inaccurate; or (iv) immediately without notice for criminal conviction, refusal to comply with directives, or serious misconduct.
- (c) If Sponsor terminates under (b)(i), Sponsor forfeits all fees paid and must pay any remaining balance within ten (10) days. Sponsor reimburses Organizer's reasonable legal costs of collection.

5. EXCLUSIVITY

Organizer will not allow competitors listed below ("Exhibit A") to sponsor, supply, or associate with the Event. Additions to Exhibit A require Organizer's written consent; removals require Sponsor's written consent. Organizer will use reasonable efforts to protect Sponsor's exclusivity.

6. NO COMPETING SPONSORSHIPS

From thirty (30) days before to thirty (30) days after the Event, Sponsor may not sponsor a competing event within one-hundred (100) miles of the Event without Organizer's prior written consent (at Organizer's sole discretion).

7. ORGANIZER RESPONSIBILITIES

Organizer shall: (a) produce the Event professionally and in compliance with applicable law using skilled personnel; (b) arrange the venue, permits, parking, equipment, and vendors, as needed; (c) provide adequate security; and (d) use best efforts to obtain media coverage and maximize attendance.

8. TRADEMARKS

- (a) Sponsor Trademarks. Sponsor grants Organizer a nonexclusive license to use Sponsor's logos and marks solely to promote the Event during the Term. All Sponsor marks remain Sponsor's sole property. Sponsor must deliver marks with the signed agreement.
- (b) Organizer Trademarks. Organizer grants Sponsor a nonexclusive license to use Event-associated logos and marks solely to promote Sponsor's products during the Term. All Organizer marks remain Organizer's sole property. Organizer delivers marks with the counter-signed agreement.

9. INDEMNIFICATION

(a) Organizer indemnifies Sponsor for all losses and legal expenses arising from: (i) Organizer's misrepresentations; (ii) Organizer's breach; or (iii) Event-related bodily injury or property damage caused by Organizer's negligence or intentional acts. Organizer maintains adequate liability insurance.

(b) Sponsor indemnifies Organizer for all losses and legal expenses arising from: (i) Sponsor's misrepresentations; or (ii) Sponsor's breach. Sponsor maintains adequate liability insurance.

10. INSURANCE

Sponsor must provide a Certificate of Insurance indicating at least \$1,000,000 in commercial general liability coverage (combined single limit), naming Organizer as an additional insured at least fourteen (14) days prior to Event.

11. RIGHT TO POSTPONE

Sponsor may request postponement of the Event if there is a legitimate threat of injury or harm to Sponsor, Sponsor's personnel or property, or the public.

12. FORCE MAJEURE

Neither party is in breach for failures caused by fire, flood, earthquake, strike, riot, war, terrorism, or similar events beyond their reasonable control. The affected party shall promptly notify the other and use reasonable efforts to resume performance. In the case of a full cancellation, Organizer shall refund all fees received, save those already consumed by the Sponsor. In the case of a Partial cancellation, the Sponsor shall receive a proportionate refund.

13. GOVERNING LAW & ATTORNEYS' FEES

Nevada law governs this Agreement. Both parties consent to jurisdiction in the state and federal courts of Clark County, NV. The prevailing party in any dispute is entitled to recover reasonable attorneys' fees.

14. GENERAL PROVISIONS

(a) All valid amendments to this agreement shall be in writing and signed by both parties.

(b) No assignment/delegation of this agreement is valid without the other party's prior written consent; unauthorized transfers of this agreement are void.

(c) Counterparts/Electronic Signatures: facsimile and electronic signatures are fully binding.

(d) Severability: where a court of competent jurisdiction finds provisions of this agreement invalid and severs same, the remainder of the agreement shall remain in full force and effect.

(e) Written Notices (where required) — for the Sponsor, per the signature block below; for the Organizer:

Embassy Holdings, dba cavlo, 1951 Stella Lake ST Ste. 26, Las Vegas NV 89106, mike@cavlo.tech.

(f) Any waiver of this agreement must be in writing and signed; no waiver implies a continuing or future waiver.

(g) This agreement supersedes all prior communications and agreements on this subject matter and becomes effective when signed by both parties; the date of last signature controls.

SIGNATURES

For Organizer: Embassy Holdings, dba cavlo

Signature: _____ Date: ___/___/___

Mike Brown-Cestero, President

mike@cavlo.tech

For Sponsor:

Signature: _____ Date: ___/___/___

Name: _____ Title: _____

Address: _____

Email: _____

EXHIBIT A — Sponsor's Competitors

1. _____ 2. _____ 3. _____