

This Addendum (the "Agreement") is made and entered into as of August 1, **2026**, by and between **NEUAC** on behalf of itself and its affiliates and subsidiaries (collectively, "Client"), and Meeting Solutions, Inc. ("Consultant").

WHEREAS Client desires to enter into an agreement with Consultant to obtain the services of Consultant, and Consultant desires to enter into an agreement with Client whereby Consultant provides such services to Client.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **Services: Compensation.** Client hereby engages Consultant to perform those services described in Exhibit A, which may be modified by Client in consultation with Consultant. Client shall compensate Consultant for Consultant's services as described in Exhibit A. Unless otherwise specified in Exhibit A, payment terms will be net-30 from Client's receipt of an undisputed invoice. Client shall provide Consultant with access to its premises, materials, information, and systems to the extent necessary for the performance of the services. Consultant shall furnish, with written permission by Client and at Client's own expense, the materials, equipment, and other resources necessary to perform the services.

2. **Records and Reports.** Consultant shall maintain and furnish to Client such records, reports, and documentation evidencing performance of consulting services by Consultant hereunder as may be required by the Client or by applicable law.

3. **Term and Termination.** The term of this Agreement shall commence on August 1, **2026**, and continue through July 31, 2027, unless earlier terminated in accordance with this section. Client shall have the right to terminate this Agreement without cause upon twenty-one (21) business days' written notice to Consultant. Consultant shall have the right to terminate this Agreement upon thirty (30) calendar days' written notice to Client, in the event Client is in default of its obligations hereunder and does not cure its default during the pendency of the termination. If agreement is terminated with no cause, any accrued expenses will become due and payable at date of termination.

4. **Nondisclosure of Confidential Information.** Consultant acknowledges that this Agreement creates a confidential relationship between Client and Consultant, and that all information relating to the business or documents, papers and other materials in Consultant's possession or control that relate to Client, or that contain information that a reasonable person would consider confidential or proprietary ("Confidential Information"), shall be held in strict confidence. Without limitation of the foregoing, Consultant shall not disclose Confidential Information to third parties, except with Client's prior written consent, and Consultant shall not use Confidential Information for any purpose other than the provision of services to Client hereunder. Consultant shall report any unauthorized use or disclosure of confidential Information within one (1) day of Consultant's discovery of such unauthorized use or disclosure. Upon termination of this Agreement (or at any point during the term of this Agreement, if requested by Client), Consultant shall return or destroy all tangible or electronic copies of Confidential Information. The obligations set forth in this section shall survive termination of this Agreement.

5. **Insurance.** Each Party agrees to self-insure, or to obtain and maintain reasonable policies of insurance of types and in amounts sufficient to protect itself, its employees, and its agents against foreseeable liabilities arising from work contemplated under this Agreement.

6. Indemnification. Consultant shall indemnify, defend, and hold Client harmless from any loss, claim, cause of action, costs and expenses, including reasonable attorney's fees, or damage suffered by Client because of the negligent, reckless, or willful actions or omissions of Consultant. The duty of indemnification under the terms of this paragraph shall survive the termination of this Agreement, where such conduct occurred during the term of this Agreement.

7. Limitation of Liability. to the fullest extent permitted under applicable law, except for indemnity and a party's confidentiality obligations, payment obligations, and damages arising from a party's gross negligence or willful misconduct, (i) in no event will either party's total liability arising out of or related to this agreement exceed the fees during the term; and (ii) in no event will either party have any liability for any indirect, incidental, special, or consequential damages arising out of or related to this agreement (including, without limitation, for lost profits, data or other business opportunities), however caused and on any theory of liability, whether for breach of contract, tort (including negligence) or otherwise. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy. The parties agree that the foregoing limitations represent a reasonable allocation of risk under this agreement.

8. Ownership of Work Product. Consultant agrees that all materials produced by Consultant while providing services under this Agreement (the "Work Product") are the work product of Client. All Work Product will be deemed "work made for hire" as that term is used in the U.S. Copyright Act and belong solely to the Client from conception. Consultant hereby expressly disclaims all interest in all Work Product. To the extent that title to any Work Product or any materials comprising or including any Work Product is found not be a "work made for hire" as a matter of law, Consultant hereby irrevocably assigns to the Client all of Consultant's right, title, and interest to that Work Product. Consultant shall assist the Client, at the Client's expense, to further evidence, record, and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned.

9. Trademarks: Publicity. Except for the limited right to use Client's trademarks as expressly authorized in writing by Client to perform the Services, no trademark rights are granted. Consultant shall not issue press releases, case studies, or use Client's name or logos in marketing or portfolios without Client's prior written consent.

10. Notices. Any notices permitted or required to be given hereunder shall be deemed properly given when sent by registered or certified mail, return receipt requested, as follows:

If to Client, to:

NEUAC

Attn: Katrina Metzler

PO Box33878

Washington, DC 20033

Cc: kmetzler@neuac.org

If to Consultant, to: Meeting Solutions, Inc.

Attn: Rick Deller

2 Hamill Road, Suite 309

Baltimore, MD 21210

Cc: rick@meetingsolutionsinc.com

11. Assignment. Assignment by either party of any rights or obligations under this Agreement is expressly prohibited, and any attempted assignment by either party shall be deemed void. Notwithstanding the foregoing, Client may, without Consultant's consent, assign this Agreement to any of its affiliates or the purchaser of all or all its assets.

12. Severability. Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be fully valid and enforceable permitted by law unless to do so would defeat the purpose of this Agreement.

13. Waiver. The failure by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance later.

14. Relationship of the Parties. It is expressly understood and agreed that, in the performance of services by Consultant under this Agreement, Consultant is and shall always act as an independent contractor with respect to Client, and not as an employee or agent of Client. Further, it is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Accordingly, Client shall neither have nor exercise any specific control or direction over the methods by which Consultant shall perform its obligations pursuant to this Agreement, except as otherwise expressly set forth herein. Consultant shall not have any claim under this Agreement or otherwise against Client for vacation pay, paid sick leave, retirement benefits, social security, workers compensation, health, disability, or unemployment insurance benefits or other employment benefits of any kind. Consultant acknowledges that: {a) Consultant will not be treated as a Client employee for federal tax purposes; {b} Client will not withhold on Consultant's behalf any sums for income tax, unemployment insurance, social security, or make available any benefits afforded to employees of Client; and {c) all such payments, withholdings, and benefits, if any, are the sole responsibility of Consultant. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Consultant with respect to Client, the parties hereby agree that Consultant and Client shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with whom or by whom such discussions or negotiations are initiated. Consultant may be engaged or employed in any other business, trade, profession, or other activity which does not place you in a conflict of interest with the Client; provided that during the term, the Consultant shall not be engaged in any business activities that may compete with the business of Client without Client's prior written consent.

15. Amendment. This Agreement represents the entire agreement and understanding between the parties with respect to the subject matter hereof and may not be amended except by the written agreement of the parties. This Agreement supersedes all prior agreements, understandings, promises, and representations made by either party concerning the subject matter hereof.

16. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of law principles. All disputes brought under this Agreement shall be brought in the state or federal courts located in Maryland, Washington, DC, or other location, as appropriate.



17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one in the same instrument.

18. Entire Agreement. This Agreement, together with its Exhibit(s), sets forth and constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all prior agreements, understandings, promises, and representations made by either party to the other concerning the subject matter and the applicable terms of this Agreement. IN WITNESS WHEREOF, the parties set their hands to this Agreement as of the day and year first written above.

Meeting Solutions, Inc.

Name: Rick Deller

Title: CFO

Signature:

A handwritten signature in dark ink, appearing to read 'RDeller', is written over a horizontal line.

Date:

NEUAC

Name: Katrina Metzler

Executive Director

Signature:

A handwritten signature in dark ink, appearing to read 'K. Metzler', is written over a horizontal line.

Date: 8/14/2026



EXHIBIT A: SCOPE OF WORK TO CONSULTING SERVICES AGREEMENT

This Scope of Work is entered into by **NEUAC** and affiliated entities (the "Client"), and Meeting Solutions, Inc. (the "Consultant," "Agency" or "**MSI**") pursuant to the terms of the Consulting Services Agreement between the Consultant and Client dated as of August 1, **2026** (the "Agreement").

Services:

MSI proposes an Agency model to support **NEUAC**. **MSI** resources will assist in managing logistics and tactical workstreams for the 2027 Annual conference, allowing the **NEUAC** Team to have solid workstreams and focus on program management in its entirety. Based on the overall complexity and scale of this program, we would anticipate dedicating **4** members of the MSI team for planning and onsite support.

Agency Support Services:

The Agency will work with **NEUAC** to provide in-person and remote support services as noted below:

Staff:

- Project Manager
- Registration+ Housing Manager (to begin November 1, 2027)
- Speaker Manager (to begin mid November **2027**)
- Social Events + Transportation Manager (to begin January 1, 2027)

Phase I and II

- Workback Schedule Management: MSI will create and manage a workback schedule, detailing deadlines, deliverables and milestones throughout the planning process, onsite run of show, and following the program conclusion (including budget and attendance reconciliation, post-program surveys, and formal program debrief summaries/conversations. **NEUAC** can readily share deadlines and expectations throughout event planning processes.
- Virtual **MSI/NEUAC** Team Sync Management: MSI will participate in regular strategy and planning syncs with the **NEUAC** Team. **MSI will** manage sync invites, agendas, action items and distribute meeting minutes after each planning sync.
- **Budget** Management: **MSI will** manage estimates, budget tracking, vendor contracting, invoice processing.
- Prepare for the preplanning site visit in **2026** with housing, and onsite logistics.

Phase III

- Program/Logistics Management: MSI will manage all venue logistics for the full agenda as well as ancillary events* to include all catering, audio visual, staging set up, signage, security, as well as transportation (as needed).
- Ancillary events which will take place at the program venue immediately prior to or following the 2027 Annual conference program.
- Vendor Management: Agency will source and manage all vendors needed to support the **2027** Annual conference program on **NEUAC** staff's behalf - this may include AV/Technical production support, staging/atmospheric design & fabrication, swag/collateral, travel & transportation, activities, onsite ad hoc staffing, etc.



- Registration Management: MSI will work on the new registration platform Whova. MSI will provide registration support and reporting for the 2027 Annual conference. **NEUAC** will design and build the site. Cost of registration management system and event app will be the responsibility of **NEUAC**.
- Speaker Management: Our speaker manager will send speaker deliverables and track action items to include gathering the PPT decks to the correct depository, send a follow-up when deadlines are not met, schedule speaker prep content calls to include moderators and ensure all speakers are registered for the conference. The manager will prepare moderators and provide onsite packets.

Phase IV

- Housing Management: The Agency will manage lodging accommodations at the selected property by reviewing the weekly reports and posting **NEUAC's** site and act as an intermediary between attendees, NEUAC staff, and the hotel to resolve differences and provide support to attendees for hotel accommodations.
- Communications Management: **NEUAC** will manage drafting and distribution of attendee communications including for the registration site. MSI will send out the Know Before You Go, MSI will use the email alias to directly respond to attendee correspondence/inquiries on **NEUAC** staffs behalf.
- Pass Through Payment and Invoicing Management: MSI will manage payments to third-party vendors on behalf of **NEUAC**, as agreed. {see Pass Through Payments section below}.

Phase V

- Swag/Collateral Management: Work at the direction of the **NEUAC** Team to manage creation and production of swag, collateral, name badges, etc. {as needed}.
- Virtual Event Management: Agency resources will provide backend assistance for any virtual components of the event, making sure it runs as flawlessly as the in-person event.
- Onsite Program Management: Day-of event participation to manage onsite event registration, guest management, social events, and program production.

Pass Through Payments:

In coordination with **NEUAC**, Meeting Solutions can provide invoicing, payment, and reconciliation services for fees, costs and onsite services utilized, required, and hired by **NEUAC** to deliver the **2027** Annual conference. This may include services such as meals, transportation, entertainment, and other event related costs approved by **NEUAC**. Neither MSI nor vendor will mark up any pass-through payment and will provide satisfactory receipt of said payments to **NEUAC** to include vendor invoices and proof of payment by Agency such as wire confirmation. Payment terms on pass-through payments will be net 15 days.

Pricing Structure for Agency Services:

NEUAC will pay the Agency a sum of \$98,000.00 plus travel expenses. Payment terms for Agency support invoices will be net 30 days. These fees will be paid in accordance with the following payment schedule noted below:



Our fees assume MSI is the noted agent of record and the recipient of the hotel commission for the 2027 Annual Conference and 2027 LIHEAP conferences. MSI will receive commission on all hotel room revenues actualized for the two conferences. This addendum includes:

- Contract negotiation for 2027 **LIHEAP** Action Day {completed}
- Pre-planning and board meeting management for 2027 Annual Conference
- 2027 Annual Conference in San Antonio, TX
- 2029 Annual Conference site selection management

<i>Milestone#</i>	<i>Amount</i>	<i>Invoice Date</i>
Event Planning #1	\$15,000	September 15, 2026
Event Planning #2	\$20,000	November 1, 2026
Event Planning #3	\$25,000	January 15, 2027
Event Planning & Program Management #4	\$30,000	March 5, 2027
Event Planning & Program Management #5	\$8,000	May 1, 2027
MSI 2027 Travel + Event Expenses #6	TBA	July 15, 2027

Payments shall be due only upon **NEUAC's** written acceptance of the corresponding phase/milestone. MSI shall not invoice, and **NEUAC** shall have no obligation to pay any hourly, time-and-materials, or other amounts with respect to phases not completed and accepted. In no event will MSI be entitled to recover more than the fixed fee amounts allocable to accepted phases/milestones.

Terms of Cancellation:

Upon **NEUAC's** termination for convenience, **NEUAC** shall owe only: {a) the fixed fees attributable to phases/milestones that have been fully completed and accepted in writing by **NEUAC** as of the effective date of termination; and {b) pre-approved, non-cancellable third party pass through costs actually incurred by MSI on **NEUAC's** behalf prior to the effective date, provided MSI delivers itemized supporting documentation and evidence of reasonable mitigation. No other amounts shall be due, and MSI shall have no right to payment on a time-and-materials or hourly basis. Any amounts prepaid by **NEUAC** for phases not completed and accepted shall be promptly refunded.

Upon **NEUAC's** termination for cause, **NEUAC** shall owe only the fixed fees for phases/milestones completed and accepted as of the termination less any amounts previously paid toward those phases), plus any pre-approved, noncancellable pass-through costs incurred prior to termination with appropriate documentation. MSI shall refund any prepaid amounts allocable to uncompleted or unaccepted phases. No hourly or additional charges shall apply.



Consequences of Termination; Wind-Down

Upon any termination: (i) MSI will promptly cease work (except for reasonable wind-down tasks requested by NEUAC in writing); (ii) deliver to NEUAC all work product, materials, project files, communications, vendor records, and attendee data in MSI's possession; (iii) assign or transfer to NEUAC, at NEUAC's option, any refundable deposits, credits, or vendor agreements; and (iv) reasonably cooperate in transition for up to two (2) weeks at no additional charge beyond fees payable under this Section. MSI shall use commercially reasonable efforts to mitigate and recover any refundable amounts from third parties for the benefit of **NEUAC**.

Travel and Event Related Expenses:

NEUAC will reimburse the Agency for pre-approved actual travel and event related expenses incurred while performing the Services as defined. The travel expenses must be reasonable and related to the Services contained in this agreement. MSI must submit appropriate documentation evidencing all expenses to be reimbursed.

Travel expenses include the following:

- Economy-class airfare and mileage reimbursement/ground transportation for travel to/from host city for staff to be determined by parties for annual conference, sites, and planning meetings.
- Individual hotel accommodations at host hotel for the duration of the 2027 Annual conference from pre-conference event to post conference event for staff to be determined by parties and approved **by NEUAC**.
- Daily meals include breakfast, lunch, and dinner, not to exceed **\$125** per day per person. To minimize costs, **MSI will** make best efforts possible and appropriate to participate in group meal functions.
- Fees associated with internet usage during travel to/from the event venue and throughout the duration of the event.
- Parking/toll reimbursement associated with personal vehicle usage.
- Site inspection and planning meeting travel costs will be billed when incurred and documented.
- MSI will not expense any alcohol consumed by onsite staff.