SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

VAIL RESORTS INC

(Name of Issuer)

Common Stock, par value $0.01 per share

(Title of Class of Securities)

(CUSIP Number)

Oasis Management Company Ltd.
c/o Oasis Management (Hong Kong), 25/F, LHT Tower, 31 Queen's Road Central
Central, K3, 00000
(852) 2847-7708

Ele Klein & Brandon Gold
McDermott Will & Schulte LLP, 919 Third Avenue
New York, NY, 10022
(212) 756-2000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

09/11/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Oasis Management Co Ltd.

2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) AF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization CAYMAN ISLANDS

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 2,199,016.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 2,199,016.00

11	Aggregate amount beneficially owned by each reporting person 2,199,016.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 6.2 %
14	Type of Reporting Person (See Instructions) IA, OO

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Seth Fischer
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) AF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization

		GERMANY
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 2,199,016.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 2,199,016.00
11		Aggregate amount beneficially owned by each reporting person 2,199,016.00
12		Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13		Percent of class represented by amount in Row (11) 6.2 %
14		Type of Reporting Person (See Instructions) IN, HC

SCHEDULE 13D

CUSIP No.

1		Name of reporting person Robert Chapek
2		Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3		SEC use only
4		Source of funds (See Instructions) OO
5		Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6		Citizenship or place of organization UNITED STATES
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person 0.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 0 %
14	Type of Reporting Person (See Instructions) IN

SCHEDULE 13D

CUSIP No.

1	Name of reporting person M. Ashton Hudson		
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)		
3	SEC use only		
4	Source of funds (See Instructions) PF		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or place of organization UNITED STATES		
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 1,350.00	
	8	Shared Voting Power 0.00	
	9	Sole Dispositive Power 1,350.00	
	10	Shared Dispositive Power 0.00	
11	Aggregate amount beneficially owned by each reporting person 1,350.00		
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐		
13	Percent of class represented by amount in Row (11) 0 %		
14	Type of Reporting Person (See Instructions) IN		

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Bryce Roberts		
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)		
3	SEC use only		
4	Source of funds (See Instructions) OO		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or place of organization UNITED STATES		
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00	
	8	Shared Voting Power 0.00	
	9	Sole Dispositive Power 0.00	
	10	Shared Dispositive Power 0.00	
11	Aggregate amount beneficially owned by each reporting person 0.00		
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐		
13	Percent of class represented by amount in Row (11) 0 %		
14	Type of Reporting Person (See Instructions) IN		

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Picabo Street
2	Check the appropriate box if a member of a Group (See Instructions)

☐ (a)
☐ (b)

3	SEC use only
4	Source of funds (See Instructions) OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization UNITED STATES

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person 0.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 0 %
14	Type of Reporting Person (See Instructions) IN

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, par value $0.01 per share

(b) Name of Issuer:

VAIL RESORTS INC

(c) Address of Issuer's Principal Executive Offices:

390 Interlocken Crescent, Broomfield, COLORADO , 80021.

Item 2. Identity and Background

(a) This statement on Schedule 13D (this "Schedule 13D") is filed by: (i) Oasis Management Company Ltd., a Cayman Islands exempted company ("Oasis Management" or the "Investment Manager"), the investment manager of Oasis Investments II Master Fund Ltd., a Cayman Islands exempted company (the "Oasis Fund"), with respect to the shares of Common Stock, par value $0.01 per share (the "Common Stock"), of Vail Resorts, Inc. (the "Issuer") held by the Oasis Fund; (ii) Seth Fischer ("Mr. Fischer"), who is responsible for the supervision and conduct of all investment activities of the Investment Manager, including all investment decisions with respect to the assets of the Oasis Fund, with respect to the shares of Common Stock held by the Oasis Fund; (iii) Robert Chapek ("Mr. Chapek"), with respect to the shares of Common Stock held directly by him; (iv) M. Ashton Hudson ("Mr. Hudson"), with respect to the shares of Common Stock held directly by him; (v) Bryce Roberts ("Mr. Roberts"), with respect to the shares of Common Stock held directly by him; and (vi) Picabo Street ("Ms. Street"), with respect to the shares of Common

Stock held directly by her. The foregoing persons are hereinafter sometimes collectively referred to as the "Reporting Persons." Oasis Management and Mr. Fischer are hereinafter sometimes collectively referred to as the "Oasis Reporting Persons." The filing of this statement should not be construed as an admission that any of the Reporting Persons is, for the purposes of Section 13 of the Act, the beneficial owner of the securities reported herein. The Oasis Reporting Persons previously reported their beneficial ownership of Common Stock on a statement on Schedule 13G pursuant to Rule 13d-1(b) under the Act but subsequently ceased to beneficially own more than 5% of the outstanding shares of Common Stock.

(b) The address of the business office of (i) Oasis Management is 4th Floor Anderson Square, 64 Shedden Road, P.O. Box 10324 Grand Cayman, Cayman Islands KY-1103; (ii) Mr. Fischer is c/o Oasis Management (Hong Kong), 25/F, LHT Tower, 31 Queen's Road Central, Central, Hong Kong; (iii) Mr. Chapek is 1243 Ocean Drive, Summerland Key, FL 33042; (iv) Mr. Hudson is 241 Atlantic Blvd., Suite 201, Neptune Beach, FL 32266; (v) Mr. Roberts is 1958 E. Claremont Way, Salt Lake City, UT 84108; and (vi) Ms. Street is 1762 Prospector Ave, Park City, UT 84060.

(c) The principal business of: (i) Oasis Management is to serve as investment manager to a variety of private investment funds, including the Oasis Fund; (ii) Mr. Fischer is to supervise and conduct all investment activities of the Investment Manager, including all investment decisions with respect to the assets of the Oasis Fund; (iii) Mr. Chapek is to consult and advise companies in industries including location-based entertainment (both domestically and internationally), media technology, artificial intelligence, private equity real estate, medical technology and health insurance; (iv) Mr. Hudson is Partner of Value Acquisition Fund and Founder and Chairman of Riverwood Asset Management; (v) Mr. Roberts is Founder and Managing Director of INDIE Enterprises and Co-Founder and Managing Director of O'Reilly AlphaTech Ventures; and (vi) Ms. Street is a retired Olympic athlete and Co-Founder of Picabo Street Academy.

(d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was, or is subject to, a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

(f) Oasis Management is a company organized under the laws of the Cayman Islands. Mr. Fischer is a citizen of Germany. Each of Messrs. Chapek, Hudson and Roberts and Ms. Street is a citizen of the United States. Schedule A attached hereto sets forth the information required by Instruction C of the instructions to Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration

The shares of Common Stock held by the Oasis Fund reported herein were purchased with the working capital of the Oasis Fund in open market transactions. A total of approximately $314 million (excluding commissions) was paid to acquire the shares of Common Stock held by the Oasis Fund. The shares of Common Stock held by the Oasis Fund are held in commingled margin accounts, which may extend margin credit from time to time, subject to applicable federal margin regulations, stock exchange rules and credit policies. In such instances, the positions held in the margin accounts are pledged as collateral security for the repayment of debit balances in the account. The margin accounts bear interest at a rate based upon the broker's call rate from time to time in effect. Because other securities are held in the margin accounts, it is not possible to determine the amounts, if any, of margin used to purchase the shares of Common Stock held by the Oasis Fund. The 1,350 shares of Common Stock held by Mr. Hudson were purchased with his personal funds in open market transactions for an aggregate purchase price of approximately $0.2 million (excluding commissions).

Item 4. Purpose of Transaction

The Reporting Persons acquired the shares of Common Stock reported herein because they believe that the shares of Common Stock are undervalued and represent an attractive investment opportunity. On September 10, 2026, the Oasis Fund delivered to the Issuer a notice (the "Nomination Notice") of its intention to nominate Mr. Chapek, Mr. Hudson, Mr. Roberts, and Ms. Street (collectively, the "Nominees") for election to the Board at the Issuer's 2026 annual meeting of stockholders (the "2026 Annual Meeting"). The Reporting Persons believe the Issuer controls an irreplaceable portfolio of 42 world-class mountain resorts - a collection of scarce, high-quality assets that, in the Reporting Persons' view, is not fully reflected in the Issuer's current valuation relative to its peers. The Reporting Persons believe that a reconstituted Board, bringing fresh perspective and relevant operating experience, would be well positioned to work with management to sharpen the Issuer's focus on guest experience, pricing strategy, marketing effectiveness, and the fuller utilization of its hospitality assets, and that doing so presents a meaningful opportunity to enhance long-term value for all shareholders. The Reporting Persons further believe there is an opportunity to deepen the Issuer's connection to the guests and communities it serves, including through more accessible entry points to the sport, improved operational efficiency, enhanced food and beverage offerings, stronger partnerships with host mountain communities, and expanded year-round programming. The Reporting Persons believe that a more engaged and accountable Board will help ensure that the Issuer's strategic and operating decisions appropriately reflect the interests of its guests, employees, local communities, and shareholders. Each of Mr. Hudson, Mr. Roberts, and Ms. Street has entered into a nomination agreement (the "Nomination Agreements") with the Oasis Fund pursuant to which, among other things, each such Nominee has agreed to become a member of the slate of nominees and stand for election as a director of the Issuer at the 2026 Annual Meeting. The Oasis Fund has agreed to pay the costs of soliciting proxies in connection with the 2026 Annual Meeting and to defend and indemnify such Nominees against, and with respect to, any losses that may be incurred by them in the event they become a party to litigation based on their nomination as candidates for election to the Board and the solicitation of proxies in support of their election. Pursuant to the Nomination Agreements, each such Nominee is entitled to receive a fee of $50,000 following the submission of this Nomination Notice and an additional fee of $50,000 upon the filing with the SEC of a preliminary proxy statement naming such Nominee as a member of the slate, and each such Nominee has agreed to invest an amount equal to the estimated after-tax proceeds of such fees in the Common Stock within five days of receipt thereof (or such longer period as may be required to comply with applicable legal or regulatory requirements). The foregoing description of the Nomination Agreements is qualified in its entirety by reference to the full text of the Nomination Agreements, the form of which is attached hereto as Exhibit 99.2 and is incorporated by reference herein. Oasis Management has entered into a letter agreement with Mr. Chapek (the "Chapek Agreement"), pursuant to which Mr. Chapek has agreed, among other things, to stand for election as a director of the Issuer and to provide consulting services to Oasis Management with respect to the Issuer. Pursuant to the Chapek Agreement, Oasis Management has agreed to pay Mr. Chapek $100,000 per month, and has agreed to provide Mr. Chapek with a $500,000 forgivable loan to purchase shares of Common Stock in the event he becomes a director of the Issuer. Oasis Management has also agreed to reimburse Mr. Chapek for certain out-of-pocket expenses. The foregoing description of the Chapek Agreement is qualified in its entirety by reference to the full text of the Chapek Agreement, the form of which is attached hereto as Exhibit 99.3 and is incorporated by reference herein. The Reporting Persons have had and/or expect to have discussions with the Board and management of the Issuer in connection with the Reporting Persons' investment in the Issuer, including, without limitation, discussions concerning the Issuer's assets, corporate governance, Board composition, business, operations, management, strategy and future plans of the Issuer. The Reporting Persons may also have similar conversations with other stockholders or other interested parties, such as industry analysts, existing or potential strategic partners. Depending on various factors, including, without limitation, the discussions referenced above, the Issuer's financial position and strategic direction, actions taken by management or the Board, price levels of the Common Stock, other investment opportunities available to the Reporting Persons, conditions in the securities market and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate, including, without limitation, (i) increasing or decreasing their position in the Issuer or the Issuer's investments through, among other things, the purchase or sale of securities of the Issuer or the Issuer's investments, including through transactions involving Common Stock and/or other securities, or derivative or other instruments that are based upon or relate to the value of securities of the Issuer or the Issuer's investments in the open market or in private transactions, including through a trading plan created under Rule 10b5-1(c) or otherwise, on such terms and at such times as the Reporting Persons may deem advisable; (ii) entering into transactions that increase or hedge their economic exposure to the Common Stock or the Issuer's investments without affecting their beneficial ownership of Common Stock; and/or (iii) exploring and/or developing plans and/or making proposals (whether preliminary or final) with respect to, among other things, the Issuer's operations, management, Board composition, capital or corporate structure, capital allocation policies, strategy and plans, and a potential strategic review or sale process involving the Issuer or certain of the Issuer's businesses or assets, including transactions in which the Reporting Persons may seek to participate and potentially engage in. Except to the extent the foregoing may be deemed a plan or proposal, none of the Reporting Persons has any plans or proposals which relate to, or could result in, any of the matters referred to in subparagraphs (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, (i) review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto and/or (ii) change their position with respect to, or consider or propose one or more of the actions described in, subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a) See rows (11) and (13) of the cover pages to this Schedule 13D for the aggregate number of shares of Common Stock and percentages of the Common Stock beneficially owned by each of the Reporting Persons. The percentages used in this Schedule 13D are calculated based upon 35,633,526 shares of Common Stock outstanding as of June 3, 2026, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended April 30, 2026, filed with the SEC on June 8, 2026. The Reporting Persons may be deemed to have formed a "group" within the meaning of Section 13(d)(3) of the Act, and the "group" may be deemed to beneficially own an aggregate of 2,200,366 shares of Common Stock, representing approximately 6.2% of the outstanding shares of Common Stock. Each of the Reporting Persons expressly disclaims beneficial ownership of the Shares beneficially owned by the other Reporting Persons.

(b) See rows (7) through (10) of the cover pages to this Schedule 13D for the number of shares of Common Stock as to which each Reporting Person has the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition.

(c) All information concerning transactions in the Common Stock effected by the Reporting Persons during the past sixty (60) days is set forth in Schedule B hereto and is incorporated by reference herein.

(d) No person (other than the Reporting Persons and the Oasis Fund) is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock reported herein.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The Reporting Persons' response to Item 4 is incorporated by reference into this Item 6. The Oasis Fund has entered into notional principal amount derivative agreements (the "Derivative Agreements") in the form of cash-settled swaps with respect to an aggregate of 477,714 shares of Common Stock (collectively representing economic exposure comparable to approximately 1.3% of the outstanding shares of Common Stock). The Derivative Agreements provide the Oasis Fund with economic results that are comparable to the economic results of ownership but do not provide it or any Reporting Person with the power to vote or direct the voting or disposition of the shares of Common Stock that are referenced in the Derivative Agreements (such shares, the "Subject Shares"). The counterparties to the Derivative Agreements are unaffiliated third-party financial institutions. The Reporting Persons disclaim beneficial ownership in the Subject Shares. Except as set forth herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 hereof and between such persons and any person with respect to any securities of the Issuer, including any class of the Issuer's securities used as a reference security, in connection with any of the following: call options, put options, security-based swaps or any other derivative securities, transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1: Joint Filing Agreement Exhibit 99.2: Form of Nomination Agreements Exhibit 99.3: Form of Letter Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Oasis Management Co Ltd.

Signature:	By: /s/ Phillip Meyer
Name/Title:	Phillip Meyer, Director
Date:	09/16/2026

Seth Fischer

Signature:	/s/ Seth Fischer
Name/Title:	Seth Fischer, individually
Date:	09/16/2026

Robert Chapek

Signature:	/s/ Robert Chapek
Name/Title:	Robert Chapek, individually
Date:	09/16/2026

M. Ashton Hudson

Signature:	/s/ M. Ashton Hudson
Name/Title:	M. Ashton Hudson, individually
Date:	09/16/2026

Bryce Roberts

Signature:	/s/ Bryce Roberts
Name/Title:	Bryce Roberts, individually
Date:	09/16/2026

Picabo Street

Signature:	/s/ Picabo Street
Name/Title:	Picabo Street, individually
Date:	09/16/2026

Schedule A

GENERAL PARTNERS, CONTROL PERSONS, DIRECTORS AND EXECUTIVE OFFICERS OF CERTAIN REPORTING PERSONS

The following sets forth the name, position, address, principal occupation and citizenship of each general partner, control person, director and/or executive officer, as applicable, of Oasis Management (the "Instruction C Persons"). To the best of the Reporting Persons' knowledge, (i) none of the Instruction C Persons during the last five years has been convicted in a criminal proceeding (excluding traffic violations or other similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws and (ii) none of the Instruction C Persons owns any shares of Common Stock or is party to any contract or agreement as would require disclosure in this Schedule 13D.

Seth Fischer serves as a director of Oasis Management. His business address is c/o Oasis Management (Hong Kong), 25/F, LHT Tower, 31 Queen's Road Central, Central, Hong Kong. His principal occupation is to supervise and conduct all investment activities of Oasis Management. Mr. Fischer is a citizen of Germany.

Phillip Meyer serves as a director of Oasis Management. His business address is c/o Oasis Management (Hong Kong), 25/F, LHT Tower, 31 Queen's Road Central, Central, Hong Kong. His principal occupation is acting as the General Counsel at Oasis Management (Hong Kong). Mr. Meyer is a citizen of Saint Kitts.

William John Messer serves as a director of Oasis Management. His business address is c/o Five Continents Partners Limited, 4th Floor Anderson Square, 64 Shedden Road, P.O. Box 10324, Grand Cayman, KY1-1003, Cayman Islands. His principal occupation is as a lawyer. Mr. Messer is a citizen of the British Overseas Territories (Cayman Islands).

Amy Michelle Hubble serves as a director of Oasis Management. Her business address is c/o Radix Financial Cayman, LLC, 5th Floor Anderson Square, 64 Shedden Road, George Town, Cayman Islands. Her principal occupation is as a financial advisor. Ms. Hubble is a citizen of the United States.

Schedule B

TRANSACTIONS IN COMMON STOCK BY THE REPORTING PERSONS

The following tables set forth all transactions in the Common Stock effected by the Reporting Persons in the past sixty days. Except as otherwise noted, all such transactions were effected in the open market through a broker and all prices per share exclude brokerage commissions. Where a price range is provided in the column Price Range ($), the price reported in that row's Price Per Share ($) column is a weighted average price. These shares were purchased or sold in multiple transactions at prices between the price ranges indicated in the Price Range ($) column. The Reporting Persons will undertake to provide to the staff of the Securities and Exchange Commission, upon request, full information regarding the number of shares of Common Stock purchased or sold at each separate price.

Oasis Management

Trade Date	Shares Purchased (Sold)	Price Per Share ($)	Price Range ($)
07/16/2026	(100,000)	149.99	
07/17/2026	(1,732)	149.26	149.23 – 150.21
07/20/2026	(100,113)	146.17	146.17 – 147.38
07/21/2026	(100,630)	146.90	146.89 – 148.14
07/22/2026	(70,916)	145.82	145.80 – 147.21
07/24/2026	(200,000)	147.38	
09/04/2026	(23,374)	135.08	
09/11/2026	466,763	139.34	139.09 – 140.26

M. Ashton Hudson

Trade Date	Shares Purchased (Sold)	Price Per Share ($)	Price Range ($)
09/03/2026	750	136.00	

EXHIBIT 99.1

JOINT FILING AGREEMENT
PURSUANT TO RULE 13d-1(k)

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

DATE: September 16, 2026

OASIS MANAGEMENT COMPANY LTD.

By: /s/ Phillip Meyer
Name: Phillip Meyer
Title: Director

/s/ Seth Fischer
Name: SETH FISCHER

/s/ M. Ashton Hudson
Name: M. ASHTON HUDSON

/s/ Robert Chapek
Name: ROBERT CHAPEK

/s/ Bryce Roberts
Name: BRYCE ROBERTS

/s/ Picabo Street
Name: PICABO STREET

EXHIBIT 99.2

Form of Nomination Agreement[1]

1. This Nomination Agreement (the "Agreement") is by and between Oasis Investments II Master Fund Ltd. ("Oasis," "we" or "us") and _________________________ ("you").

2. You agree that you are willing, should we so elect, to become a member of a slate of nominees (the "Slate") of Oasis or one of its affiliates (the "Nominating Party"), which nominees shall be nominated for election or appointment as directors of Vail Resorts, Inc., a Delaware corporation (the "Corporation"), in connection with a campaign (the "Campaign") or a proxy solicitation (the "Proxy Solicitation") that we may conduct in respect of the Corporation, whether in connection with the 2026 annual meeting of stockholders of the Corporation (including any adjournment or postponement thereof or any special meeting held in lieu thereof, the "Annual Meeting") or otherwise. You further agree to serve as a director of the Corporation if so elected or appointed. We agree to pay the costs of the Proxy Solicitation and agree to reimburse you for any documented and reasonable out-of-pocket expenses you incur in connection with the Campaign or the Proxy Solicitation that are approved in writing in advance by us, including reasonable expenses for travel requested by us in connection therewith. If we elect to commence a Proxy Solicitation and include you as a member of the Slate, we agree to pay you: (i) a one-time fee of $50,000 promptly following the date that we submit a letter to the Secretary of the Corporation nominating you to stand for election as a director of the Corporation at the Annual Meeting; and (ii) an additional one-time fee of $50,000 (together, the "Fees") upon the filing of a preliminary proxy statement with the Securities and Exchange Commission (the "SEC") in connection with the Proxy Solicitation naming you as a member of the Slate; provided that you agree that an amount equal to the estimated after-tax proceeds of the Fees (assuming a combined federal, state and city tax rate of 45%, rounded to the nearest whole dollar) will be invested in the common stock of the Corporation within five (5) calendar days of receipt of any such Fee (or such longer period as may be required to comply with any legal or regulatory requirements).

3. Oasis agrees on behalf of the Nominating Party that, so long as you actually serve on the Slate and comply with the terms of this Agreement and reasonable requests from Oasis in such capacity, Oasis will defend, indemnify and hold you harmless from and against any direct, out of pocket losses, claims, damages, penalties, judgments, awards, settlements, liabilities, costs, expenses and disbursements (including, without limitation, reasonable attorneys' fees, costs, expenses and disbursements) incurred by you in the event that you become a party, to any civil, criminal, administrative or arbitrative action, suit or proceeding brought by a third party, and any appeal thereof, (i) relating to your role as a nominee for director of the Corporation on the Slate, or (ii) otherwise directly arising from or in connection with or relating to the Campaign or the Proxy Solicitation. [Oasis shall advance to you, promptly (and in any event within ten (10) business days of your written request), all reasonable and documented expenses (including reasonable attorneys' fees) as incurred by you in connection with any such action, suit or proceeding, in advance of the final disposition thereof. If at any time your interests in any claim subject to this paragraph 3 actually conflict with the interests of Oasis or another member of the Slate, you shall be entitled to be represented by counsel of your own choosing, reasonably acceptable to Oasis, at Oasis's expense.] Your right to indemnification hereunder shall continue after the Annual Meeting has taken place but only for events that occurred prior to the Annual Meeting and subsequent to the date hereof. Anything to the contrary herein notwithstanding, Oasis is not indemnifying you for any action taken by you or on your behalf that occurs prior to the date hereof or subsequent to the conclusion of the Proxy Solicitation or such earlier time as you are no longer a nominee on the Slate or for any claims made against you in your capacity as a director of the Corporation or actions taken by you as a director of the Corporation, if you are elected or appointed.

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[1] The bracketed language in this form appears in the Nomination Agreements for some but not all of the Nominees.

Nothing herein shall be construed to provide you with indemnification (i) if you violate any provision of state or federal law or commit any criminal actions; (ii) if you acted in a manner that constitutes fraud, gross negligence, bad faith or willful misconduct; (iii) if you provided false or misleading information, or omitted material information, in the Questionnaire Form (as defined in paragraph 4 below), any Nominee Information (as defined in paragraph 4 below) or otherwise in connection with the Campaign or the Proxy Solicitation; or (iv) if you breach the terms of this Agreement. You shall promptly notify Oasis in writing in the event of any third-party claims actually made against you or known by you to be threatened (along with any supporting documents in your possession) if you intend to seek indemnification hereunder in respect of such claims. [Any delay in providing such notice shall not relieve Oasis of its obligations under this paragraph 3, except to the extent Oasis is materially prejudiced by such delay.] In addition, upon your delivery of notice with respect to any such claim, Oasis, in its sole discretion, shall be entitled to assume control of the defense of such claim with counsel chosen by Oasis[, subject to your right to separate counsel under the circumstances described above]. Oasis shall not be responsible for any settlement of any claim against you covered by this indemnity without its prior written consent. However, Oasis may not enter into any settlement of any such claim without your consent unless such settlement includes (i) no admission of liability or guilt by you, and (ii) an unconditional release of you from any and all liability or obligation in respect of such claim.

4. You understand that it may be difficult, if not impossible, to replace a nominee who, such as yourself, has agreed to be included on the Slate and, if elected or appointed, to serve as a director of the Corporation if such nominee later changes his or her mind and determines not to be included on the Slate or, if elected or appointed, to serve as a director of the Corporation. Accordingly, Oasis is relying upon your agreement to serve on the Slate and, if elected or appointed, as a director of the Corporation. In that regard, you will be supplied with a questionnaire, the form of which will be provided by Oasis (the “Questionnaire Form”) in which you will provide Oasis with information necessary for the Nominating Party to make appropriate disclosure to the Corporation and to use in creating the proxy solicitation materials to be sent to stockholders of the Corporation and filed with the SEC in connection with the Campaign and Proxy Solicitation (collectively, the “Nominee Information”).

5. You agree that (i) upon request you will promptly complete, sign and return the Questionnaire Form, Company Representation and any other Nominee Information, (ii) your Nominee Information will be true, complete and correct in all [material] respects, (iii) you will promptly inform us in writing of any changes to the Nominee Information, and (iv) you will provide any additional information and/or execute and return any instruments related to the Campaign and Proxy Solicitation as may be reasonably requested by Oasis or the Corporation. In addition, you agree that you will execute and return a separate instrument confirming that you consent to being named in any proxy statement and proxy card and nominated for election or appointment as a director of the Corporation and, if elected or appointed, consent to serving as a director of the Corporation and that you are not, and will not become, a party to any agreement, arrangement or understanding with any person or entity other than the Corporation in connection with service or action as a director that has not been disclosed to the Corporation. Upon being notified that you have been chosen, Oasis and the Nominating Party may forward any other Nominee Information, to the Corporation. Oasis and the Nominating Party may at any time, in our and their discretion, disclose the information contained therein, as well as the existence and contents of this Agreement. Furthermore, you understand that Oasis may elect, at its expense, to conduct a background and reference check on you and you agree to complete and execute any necessary authorization forms or other documents required in connection therewith. You also agree to reasonably consult with us prior to taking any [action that you know, or reasonably should know, are] likely to [materially] interfere with your obligations hereunder or result in an adverse recommendation from Institutional Shareholder Services, Inc. or Glass, Lewis & Co.

6. You further agree that (i) you will treat confidentially and not disclose to any party (unless compelled by law) any information relating to the Campaign, the Proxy Solicitation, or Oasis or its affiliates; (ii) from the date hereof until the Annual Meeting, neither you nor your immediate family will purchase or sell shares in the Corporation without the prior written consent of Oasis [(which consent shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given if Oasis does not respond within five (5) business days of your request)] and that you will comply with certain compliance policies and procedures of Oasis as communicated to you from time to time; (iii) you will not issue, publish or otherwise make any public statement or any other form of public communication relating to the Corporation, the Campaign or the Proxy Solicitation without the prior written consent of Oasis[, except for statements required by applicable law or the rules of any stock exchange, or routine disclosures made in the ordinary course in connection with your other professional or board obligations that do not specifically reference the Campaign or the Proxy Solicitation]; and (iv) you will not agree to serve, or agree to be nominated to stand for election, by the Corporation or any other stockholder of the Corporation (other than Oasis and its affiliates), as a director of the Corporation without the prior written consent of Oasis. Nothing in this Agreement shall interfere with either party's ability to communicate with governmental agencies or regulators regarding potential violations of law. [Oasis agrees that, during the term of this Agreement, it will not, and will instruct its affiliates and its and their officers, directors, employees, members and partners not to, make any public statement that disparages you.]

7. With the exception of the requirement to invest the after-tax proceeds of the Fees set out in paragraph 2 above, from the date hereof until the Annual Meeting you may only invest in securities of the Corporation with the prior written consent of Oasis [(which consent shall not be unreasonably withheld, conditioned or delayed, and shall be deemed given if Oasis does not respond within five (5) business days of your request)]. With respect to any purchases by you or your immediate family of securities of the Corporation approved by Oasis, (i) you agree to consult with Oasis regarding such purchases and provide necessary information following such purchases so that we may comply with any applicable disclosure or other obligations which may result from such investment and (ii) Oasis or its affiliates shall prepare and complete any required disclosures including all regulatory filings related thereto at no cost to you. With respect to any purchases made pursuant to this paragraph you agree not to dispose of any such securities prior to the termination of this Agreement.

8. Each of us recognizes that should you be elected or appointed to the Board of Directors of the Corporation (the "Board"), all of your activities and decisions as a director will be governed by applicable law and subject to your fiduciary duties, as applicable, to the Corporation and to the stockholders of the Corporation and, as a result, that there is, and can be, no agreement between you and Oasis that governs the decisions which you will make as a director of the Corporation. Oasis and you acknowledge that you are not acting as an agent of Oasis or in a fiduciary capacity with respect to Oasis and that you are not assuming any duties or obligations to Oasis other than those expressly set forth in this Agreement. Nothing contained herein shall be construed as creating, or be deemed to create, the relationship of employer and employee between the parties, nor any agency.

9. This Agreement shall automatically terminate on the earliest to occur of (i) the conclusion of the Annual Meeting (including the certification of the results thereof), (ii) your election or appointment to the Board, (iii) the termination of the Campaign and the Proxy Solicitation or (iv) our election to not include you as part of the Slate [(which election Oasis shall communicate to you in writing promptly after it is made)], provided, however, that the applicable expense provisions in the second paragraph, the indemnification provisions in the third paragraph, the confidentiality obligations in the sixth paragraph, and the eighth through twelfth paragraphs of this Agreement shall survive such termination. [Notwithstanding clause (iv) above, if Oasis elects not to include you as part of the Slate after you have already been publicly named as a nominee in any letter to the Corporation, proxy statement, or other soliciting material, you shall be entitled to retain any Fees already paid to you and to receive any Fee that had, as of the date of such election, already become payable in accordance with paragraph 2 above.]

10. This Agreement sets forth the entire agreement between Oasis and you as to the subject matter contained herein, and cannot be amended, modified or terminated except by a writing executed by Oasis and you. You represent that you are not a party to or subject to any investments, restrictive covenants, legal restrictions or other agreements, including, but not limited to, non-competition agreements, non-solicitation agreements or confidentiality agreements with the Corporation or any other person which would in any way preclude, inhibit, impair, create a conflict of interest relating to or otherwise limit your ability to serve as a nominee on the Slate or perform your obligations hereunder.

11. This Agreement shall be governed by the laws of the State of New York, without giving effect to principles of conflicts of laws. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement shall exclusively be brought in a New York State or Federal court located in New York County in the State of New York and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof, and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

12. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. [All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by hand, sent by email (with confirmation of receipt), or sent by nationally recognized overnight courier, in each case to the address or email address for each party as most recently provided by such party for such purpose.]

[Signature Page Follows]

EXHIBIT 99.3

Form of Chapek Agreement

Dear Mr. Chapek,

This will confirm our agreement (the “Agreement”) pursuant to which you will accept nomination as a candidate for a director position in Vail Resorts Inc. (NYSE: MTN) (the “Company”) by the funds whose assets are managed by Oasis Management Company Ltd. and its affiliates (each and together, “Oasis”).

1. The Purpose of this Agreement

Oasis has been a long-term shareholder of the Company. Oasis strongly believes that the Company and its business would significantly benefit from improvements to corporate governance, and a board that is more independent would be better positioned to evaluate all alternatives available to the Company in an unbiased manner to maximize shareholder value and corporate value. Oasis believes that you have extensive knowledge and experience that qualifies you to join the Board of the Company in furtherance of reforms of the Company, and Oasis intends to request your candidacy for a director position to be approved in a shareholder meeting of the Company.

2. Activities Scope

You hereby accept Oasis's request to be nominated to join the new Board of the Company in order to serve for the benefit of all shareholders of the Company, and not for the benefit of Oasis alone.

To that end, you agree to engage in the following activities and provide the following services:

(a) At the reasonable request of Oasis, you will provide consulting services to Oasis and give your opinion and suggestions to Oasis with respect to specific actions that the new board members should take to improve the Company's corporate governance, operations, and strategy including evaluating strategic opportunities. Additional actions may include reassessment of the Company's various policies and business strategies, reallocation of financial and human resources for optimization of the intrinsic value of the Company and potential ownership change to improve the Company's competitive edge in relevant markets. Oasis may take such opinions and suggestions into account when Oasis prepares messages to shareholders in its campaign.

(b) In addition to the provision of your opinion and suggestions set forth in the preceding paragraph (a), you will engage in the activities set forth in paragraphs (c) through (g) below and such other activities as Oasis may request from time to time. Such activities are collectively referred to as "Activities" in this Agreement.

(c) You will stand for election as an independent non-executive director ("INED") of the Company at a future shareholder meeting in Oasis's sole discretion. Oasis reserves the right to not nominate you or to withdraw your nomination at any time, in its sole discretion. Oasis may designate a third party (which may be the Company) ("Oasis Designee") to nominate you as its candidate for an INED position at the Company, either on a stand-alone basis or jointly with Oasis's nomination of you, at an EGM or AGM. Upon such designation, you agree that you will consider in good faith, and in principle accept (absent material disadvantage to you beyond what disadvantage if any you would suffer from nomination by Oasis). This Agreement will not be amended unless otherwise agreed, even if you accept a nomination from the Oasis Designee. For the avoidance of doubt, Oasis's designation of an Oasis Designee pursuant to this paragraph (c) will not affect Oasis's obligation to pay you the Compensation under Section 3 of this Agreement, which will continue to apply in full as if your nomination had been made directly by Oasis.

(d) You will make yourself available to speak via video-conference, telephone, and in person meetings with Oasis personnel and its professional advisors to discuss your candidacy as an INED of the Company as and when requested, subject to your other work schedule, to discuss and develop business plans and other documents related to the Company, or to contribute to or perform other analysis or work that Oasis may request.

(e) You will make yourself available to speak via video-conference, telephone, and in person meetings with current and prospective shareholders of the Company and/or their representatives and advisors, proxy advisors such as ISS and Glass-Lewis, or other persons or groups as may be reasonably requested by or on behalf of Oasis in connection with your candidacy as an INED of the Company.

(f) You will also attend an interview meeting with the Company and speak to the media, if and only if requested by Oasis in connection with your candidacy as an INED of the Company.

(g) You will provide (if not already provided) via e-mail to Oasis a current headshot photograph of yourself along with your C.V. specifying all current and past positions and a biographical statement, both of which are reasonably detailed, for use in the proxy or related materials related to your candidacy as an INED of the Company, as well as any other information or materials that may be reasonably requested by Oasis or the Company in connection with your candidacy as an INED. For the purpose of providing your current positions, you must include information about your position at any company as long as (i) such company has an important business relationship with the Company, (ii) working for both such company and the Company concurrently may cause any potential conflict of interest, (iii) you assume an important position, such as a director, officer, or councilor at such company, and/or (iv) you may need to devote substantial amount of time to the position at such company.

(h) You will not arrange for or advise Oasis on any arrangement or transaction involving a purchase or sale of a security, and none of the services you will perform under this Agreement shall be of the nature that attracts any regulatory licensing requirements.

(i) You shall not engage in, or agree to engage in, business activities of any kind that relate to the Company except as contemplated by this Agreement. You may engage in other business activities provided that such activities do not inhibit or prohibit the performance of your duties under this Agreement or conflict in any material way with the business of Oasis.

3. Compensation.

For the consulting services described hereunder and as compensation for your time and effort spent for the campaign from Oasis, Oasis will pay the following Compensation to you:

A. Oasis will pay to you US$100,000 per month starting from the execution date of this Agreement and pro rated for partial periods for the Term of this Agreement.

B. In addition, Oasis will provide to you a US$500,000 forgivable loan to purchase shares in the Company if you become an INED of the Company.

4. Expenses.

Oasis will reimburse you for reasonable out-of-pocket expenses incurred by you in connection with the engagement in the Activities, including customary travel to attend the Company's EGM or AGM as may otherwise be required, but only to the extent such expenses have been pre-approved in writing by Oasis and subject to you providing to Oasis receipts or other evidence of such expenses. Oasis shall be entitled to set-off any amount owed to Oasis by you from any source whatsoever from any amount owed by Oasis to you.

5. Term.

This Agreement will commence effective as of the date of the signing of this Agreement and continue in full force and effect until the completion of the earlier of the Company EGM or AGM at which you are nominated for an INED position at the Company, regardless of whether or not you are successfully elected as an INED of the Company, unless extended by mutual written consent of the parties or terminated by either party pursuant to Section 3.

6. Termination.

(a) If Oasis decides to terminate this Agreement, not to nominate you, or to withdraw your nomination in the absence of your breach of this Agreement prior to the earlier of the Company EGM or AGM, Oasis will notify you of such decision.

(b) You are not able to terminate this Agreement or otherwise withdraw your candidacy for the director position in the absence of death, disability, or other circumstances that Oasis recognizes seriously affects your ability to perform your obligations hereunder, it being understood and agreed that Oasis has absolute discretion to determine if there is such a compelling reason. In the exceptional case where Oasis consents to your termination of this Agreement or withdrawal, you will not be entitled to any Compensation, and you agree to return any Compensation paid to you before such termination, unless otherwise agreed by Oasis.

(c) Without prejudice to the foregoing, if this Agreement is terminated by Oasis for any reason, all obligations of the parties under this Agreement will terminate, except that section 2(h), section 8, and your obligations under sections 9, 10, 11, 12, 13, 14, 15, 16 and 17. For the avoidance of doubt, such termination will not affect any payment obligation of Oasis that has accrued prior to the effective date of such termination.

7. Relationship Between the Parties.

You are not an agent, consultant, partner, or employee of Oasis. You shall not represent yourself in any capacity otherwise. You will engage in the Activities set forth herein under the general direction of Oasis but you will determine, in your sole and exclusive discretion, the manner and means by which the Activities are accomplished, subject to the requirement that you will at all times comply with all applicable internal policies, procedures, and with applicable law. Further, the purpose of this Agreement is to confirm your acceptance of Oasis's nomination as a candidate for an INED position at the Company and is not an outsourcing of Oasis's profit-generating business to you. You will not have any authority to make any investment decision or bind or enter into any agreement for or on behalf of Oasis or its parent or any of the subsidiaries or other affiliates of such parent.

8. Employment Taxes, Contributions and Benefits.

You will be responsible for reporting to the relevant tax authority as income Compensation received by you under this Agreement. Oasis will not withhold any taxes or make any contributions on your behalf relating to Compensation. Because you are not an employee of Oasis, Oasis will not provide you with any form or type of benefits, including life, health, or disability insurance.

9. Confidentiality.

(a) "Confidential Information" means all confidential information and proprietary data not generally available to the public, relating in any way to the business of either you or Oasis or to any of its personnel, directors, shareholders, principals, partners, or managers, whether in writing, orally communicated, visually observed or electronic and whether provided to, obtained by or observed by you prior or subsequent to the date of this Agreement, including, but not limited to: (i) all business, financial, technical, economic, market and other information about or provided by or on behalf of Oasis or you, any fund managed by Oasis or any of their respective subsidiaries, parents, affiliates, officers, directors, employees or agents now existing or serving or hereafter created or serving, including successors and permitted assigns, including information about operational and organizational structures, investment and trading strategies, asset allocations and portfolio positions, pricing and valuation policies and models, risk management standards, methodologies and models, investor reports and communications, financial statements, portfolio performance and other financial information, transaction data (including analyst reports, projections and transaction terms), client lists and all client information, investor lists and all investor information, offering memoranda and other disclosures to investors, communications with licensing authorities, regulators and exchanges, communications with fund administrators, pricing agents, the identity of (and selection criteria for) investment advisers, consultants and other service providers and information about the policies, procedures and practices of Oasis or you, (ii) confidential information and proprietary data provided by third parties, including issuers (and issuer insiders and other connected persons), investment banks, broker-dealers, and other persons to whom Oasis or you owes or reasonably may be expected to owe an obligation of confidentiality pursuant to contract or as matter of law, and (iii) information on the existence and contents of this Agreement.

(b) Nothing in this Agreement shall prohibit or limit the receiving party's use of information that can be demonstrated as: (a) previously known to the receiving party, (b) independently developed by the receiving party, (c) acquired from a third party not under similar nondisclosure obligations to the disclosing party, or (d) acquired through the public domain through no breach by the receiving party of this Agreement.

(c) During and following the term of this Agreement, neither party will disclose, use, transfer or sell any Confidential Information except in the discharge of its duties so long as such information remains confidential and is not otherwise in the public domain (other than through its own fault), except as required by law or by any securities exchange or regulatory or governmental body having jurisdiction, or pursuant to legal process.

(d) If a party is required to make such disclosure by legal process, to the extent practicably possible, the compelled party shall notify the other promptly and co-operate in any steps taken or requested by the other party to resist lawfully such disclosure obligation or take any other steps that the other party deems appropriate.

(e) For the avoidance of doubt, during and following the term of this Agreement, you shall not make any comments or provide any information in any form relating to Oasis, the Company, or to any other subject matter relating to the Activities engaged at the request of Oasis hereunder to any member of the press, media organization, or publication without the written consent of Oasis.

(f) You will not disclose the terms or contents of this Agreement to any person, except to your partners, professional advisers and/or to your spouse, without the prior written consent of Oasis, provided however, that nothing in this Agreement will prohibit disclosure of such information to the extent required by law.

(g) You acknowledge that the confidentiality obligations in this Agreement will survive the termination of this Agreement for a period of two (2) years after the termination of this Agreement.

10. Return of Confidential Information.

On termination of this Agreement by either party you promptly will (i) deliver all documents or other materials furnished by Oasis or any Oasis representative constituting Confidential Information, together with all copies and summaries thereof in your possession or under your control, and (ii) deliver all materials generated by you that include or refer to any part of the Confidential Information, without retaining a copy of any such material for yourself or for any third party.

11. Intellectual Property.

(a) Oasis shall own, and shall continue to own, all right, title and interest in and to all work product created by you under this Agreement (the "Work Product"), and Oasis shall have an exclusive, perpetual, irrevocable, worldwide rights to use, reproduce, display, distribute, and create derivative works based on the Work Product developed by you pursuant to this Agreement. You will not otherwise use any portion of the Work Product for any other purpose than the performance of the Activities under this Agreement, including but not limited to securities trading for your own or any other trading account.

(b) Oasis shall exclusively own, and is perpetually and irrevocably entitled to, all right, title and interest now or hereafter provided by law in and to its own intellectual property ("Intellectual Property") throughout the universe in perpetuity in any and all media whether now or hereafter known (including without limitation any and all registrations, applications, renewals, extensions, restorations and reversions, and all other proprietary and Intellectual Property rights in or relating to the Intellectual Property, including without limitation all trademark rights and associated goodwill), as well as the right to collect all royalties and income generated therefrom and the right to sue, counterclaim and recover for all past, present and future violations thereof. "Intellectual Property", as used in this Agreement, means all photographs, videos, web site content, technology and other web site elements, data, databases, data files, discoveries, designs, developments, ideas, improvements, inventions, know-how, processes, programs, techniques, product specifications, plans, drawings, source code, object code, file layouts, algorithms, strategies, models, documentation and manuals including articles, reports, memoranda and notes, or portions of all of the foregoing, of the Oasis or its principals, partners, or managers. You agree that all of the Intellectual Property shall be subject to Oasis's supervision and direction at its sole discretion.

12. Injunctive Relief.

If either party breaches the confidentiality and related obligations set forth in sections 9, 10, 11, 13, and/or 14, the parties agree that the non-breaching party would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, the non-breaching party, in addition to any other remedy to which it may be entitled in law or equity, will be entitled to any injunction relief to prevent breaches of those obligations and to compel specific performance of this Agreement, without the need for proof of actual damages.

13. Representations and Warranties and Certain Covenants.

(a) You represent, warrant, and confirm that your current C.V. and the biographical statement provided to Oasis pursuant to Section 2 (g) hereof are true and accurate in all respects, that you have provided all information required under Section 2(g) hereof, and that you have obtained consent to your candidacy as contemplated hereunder from your employer, partner, or any other person whose consent is reasonably necessary in order for you to engage in the Activities under this Agreement, procure an approval of your appointment from the shareholders at the EGM or AGM, and perform your obligations as an INED of the Company. You further represent, warrant, and confirm that you have informed Oasis of the names of those persons and their relationships with you prior to the execution of this Agreement.

(b) You are the holder of all appropriate licenses, permissions, authorizations, approvals, waivers, clearances, and/or consents required under the relevant laws of the relevant jurisdictions that enable you to perform your duties pursuant to this Agreement and applicable laws and regulations.

(c) You are aware that Oasis actively purchases and sells publicly traded securities and other financial instruments. You are further aware that in connection therewith Oasis intends to remain in compliance with applicable laws and regulations regarding the transmission and use of confidential information provided in breach of a duty of trust or confidence owed to the source of the information, including such information generated by governmental entities. For the avoidance of doubt, you expressly acknowledge that Oasis does not wish to receive material non-public information ("Material Information") as that term or concept may be defined and applied in the relevant jurisdiction, obtained by, or known by you to be from, any insiders, or from any other party who may owe any fiduciary duty or duty of confidentiality to the publicly listed company or to any other person or entity, that was breached by the transmission of information (any such Material Information is herein referred to as "Restricted Information"), and you hereby expressly agree not to convey Restricted Information to Oasis unless otherwise agreed upon the parties, in which case any said transmission must be explicitly approved by and sent to Oasis Compliance at OasisCompliance@hk.oasiscm.com for review and analysis and proper handling so that appropriate measures to prevent misuse shall be implemented by Oasis in its sole discretion. You shall not provide or discuss any such Restricted Information or inferences resulting therefrom with any member of the Oasis investment team without the explicit approval and supervision by Oasis Compliance.

(d) You agree to follow any Oasis Compliance procedures as may be directed from time to time with respect to the engagement in the Activities under this Agreement.

(e) You shall not engage in the Activities nor provide Oasis with any information or advice regarding any matter as to which you are obliged by agreement or otherwise to maintain such information or advice as confidential. You represent and warrant that you are able to provide the services hereunder to Oasis without violating any contract or obligation which you owe, directly or indirectly, to any other person or entity.

(f) You shall comply, at all times, with the provisions of the U.S. Foreign Corrupt Practices Act and all other applicable laws. In connection with the performance of services pursuant to this Agreement, you will not pay, offer, promise, or authorize, directly or indirectly, any money or thing of value to any government official or employee or any political party or candidate for political office, or any employee or official of a public international organization, for the purpose of inducing or rewarding any favorable action or obtaining any improper advantage in any commercial transaction or in any governmental matter. In the event that this paragraph is violated, you shall promptly refund to Oasis all payments made to you after the violation occurred, and Oasis shall be relieved of any further payment obligations under this Agreement.

(g) You understand and acknowledge that Oasis will reasonably rely on the representations and warranties made herein by you.

(h) You agree to attend and undergo compliance training as may be provided, arranged or directed by Oasis from time to time.

14. Standstill.

You acknowledge and agree that during the term of this Agreement, you will not acquire or propose, offer or agree to acquire, directly by purchase or otherwise (including by providing financing to another person), ownership or control for itself of, any voting securities (including stock borrow) or securities convertible into voting securities of or any other instrument that would confer voting rights as the Company's shareholder.

15. Indemnification and Liability.

(a) Oasis agrees with you that Oasis shall indemnify and hold harmless you from and against all claims, actions, proceedings, inquiries, investigations, demands, liabilities, losses, damages, costs and expenses arising out of or in connection with this Agreement or any other matter or activity referred to or contemplated by this Agreement or which arise out of any breach by Oasis of any of its obligations or duties or any warranties under the terms of this Agreement, which you may suffer or incur in any jurisdiction and all reasonable costs and expenses incurred by you shall be reimbursed by Oasis promptly on demand, including those incurred in connection with the investigation of, preparation for or defense of, any pending or threatened litigation, proceeding, inquiry or investigation or claim within the terms of this indemnity or any matter incidental thereto, provided that Oasis will not be responsible for any liabilities, losses, damages, costs or expenses which have resulted from the fraud, willful default, or negligence on the part of you, and sums already paid by Oasis under this indemnity but which fall within this proviso shall be reimbursed in full. Oasis shall not be required to indemnify you for reasonable attorney's fees under this clause unless Oasis approves the selection, appointment, and fee arrangement of such legal counsel, which approval shall not be unreasonably withheld. Oasis shall not be required to indemnify you under this indemnity for any amount paid in settlement unless Oasis approves the settlement.

(b) Each party shall notify the other if it becomes aware of any claim which may give rise to a liability under the indemnity in this Agreement.

(c) Oasis agrees that you shall not have any liability whatsoever to Oasis for or in connection with things done or omitted to be done pursuant to this Agreement, provided that nothing in the Agreement shall be taken to exclude (i) any liability in respect of fraud, or (ii) except in relation to any liability for losses, damages or liabilities incurred by Oasis which are finally determined by a judgment of a court (or, as applicable, an award of an arbitral tribunal) of competent jurisdiction to have resulted from the willful default or negligence of you.

16. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of New York without regard to conflicts of laws principles.

17. Dispute resolution.

Any dispute, controversy, difference, or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by JAMS in accordance with its International Arbitration Rules (using the expedited rules and procedures) in effect at the time of the filing of a Request for Arbitration by a sole arbitrator. The place of arbitration will be New York, New York. The language to be used in the arbitral proceedings shall be English. All evidence disclosed, and submissions made, as part of the arbitration shall remain at all times confidential, subject to any duties that a party has to make disclosure to others as required by law, which disclosure shall be limited to that which is absolutely required. This section shall not preclude the parties from seeking injunctive remedies and/or provisional remedies in aid of arbitration from a court. The Arbitrator is directed to award the prevailing party its reasonable attorney fees and costs incurred as part of the arbitration.

18. Communications.

All notices under this Agreement shall be sent by email to you at the email address indicated above, and to Legal@oasiscm.com.

19. Amendments and Assignment.

This Agreement may not be amended, modified or supplemented, or any provision waived, except in a writing signed by Oasis and you. This Agreement may not be assigned by a party without the consent of the other party except Oasis may assign its rights and obligations hereunder to any of its affiliates.

20. Entire Agreement.

This Agreement contains the entire agreement between Oasis and you with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, written and oral, between us concerning its subject matter.

21. Counterparts.

This Agreement may be executed in any number of counterparts, which will together constitute one agreement, provided that a signature transmitted by E-mail (including a digital signature) will be considered due execution and will be binding upon the signatory thereto with the same force and effect as if the signature were an original, not an E-mailed signature.

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