

PROPLANNER CONFERENCE 2021 Individual Speaker Agreement (the “Agreement”)

Speaker’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Speaker”)

Speaker's Employer: \_\_­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Speaker’s Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Presentation(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Name of Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Speaker,

We are very happy you have agreed to speak at Proplanner’s Conference 2021 (the “Conference”)! Since some interested people may not be able to attend the Conference on the scheduled date, Proplanner would like to create a recording of your presentation (“Recording”) (as it generally does for all speakers) for future viewing. To make your presentation available to as many people as possible, Proplanner requests for your permission to allow Proplanner to record and make copies of your presentation identified above, including visual aids, demonstration code, and other materials used or provided by you in any format and media (collectively the “Presentation”). Proplanner’s and its affiliates, assigns, licensees and successors (collectively "Proplanner") may then use, perform, display, transmit, broadcast (live or delayed/on demand), and distribute the Presentation, in whole or in part, as indicated below. In return for the opportunity to have the Presentation disseminated as indicated above, you hereby grant to Proplanner the right to use, perform, display, transmit, broadcast (live or delayed/on demand), and distribute the Presentation in all forms and media, including composite, modified, or edited versions of the Presentation or any part thereof in any media or format now known or developed in the future for any purpose whatsoever, throughout the world in perpetuity.

1. **Modification/Editing.** For the sake of clarity, modifying and editing in the context above means that Proplanner may reformat for delivery in varying mediums and/or edit in post-production to produce a professional viewing experience. Proplanner agrees that it will not modify or edit the substantive content of your Presentation.
2. **Name/Likeness.** You agree to allow Proplanner to use your name, likeness, photograph, video or audio tape, and transcription of your Presentation in any format and media recorded by Proplanner. Notwithstanding the above provisions, nothing herein shall be construed as an obligation of Proplanner to use any of your Presentation in any manner.
3. **Ownership of Content.** You warrant that: (i) You or your employer are the owner(s) of the content of your Presentation, and you agree that you will not disclose in your Presentation, any non-public information (whether yours, your employer's or a third party’s); (ii) In the event any materials used in your Presentation contain the work of other individuals or organizations (including any copyright protected works), you confirm that you have all necessary permissions and/or licenses that may be required; and (iii) The Presentation and all associated services provided by you shall be performed in a professional manner, comply with applicable laws and regulations, and be of a high grade, nature and quality.
4. **FTC Guides.** Additionally, as applicable, you agree that you will comply with all applicable provisions of the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising including, without limitation, that in any statements, posts, or other media or activities in which you are commenting about Proplanner and/or its products, you will identify your relationship with Proplanner, and will not make any claims about Proplanner and/or its products or services that have not been approved in advance by Proplanner. Moreover, any statements, claims, opinions, or comments that you make concerning Proplanner and/or its products or services will be based on your true and actual experience with Proplanner and/or its products or services.
5. **Copyright Ownership**; **Use of Video of the Presentation**. You agree that Proplanner will own the copyright in the Recording of your Presentation, subject to any underlying intellectual property rights you or your employer may have in its content. In addition, Proplanner will identify you by name when using the Presentation. If Proplanner provides you with a courtesy copy of the video of your Presentation, you agree to use it only for personal, non-commercial purposes in connection with your resume/portfolio, including posting it in a website format in connection with your online resume/portfolio.
6. **Release and Indemnification.** You hereby release Proplanner from any and all liability to you arising out of Proplanner’s use of the Presentation and the Recording in accordance with this Agreement. You shall and agree to indemnify, defend, and hold Proplanner and its successors, officers, directors and employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any third-party claim which if true would constitute a breach of the warranties in this Agreement.
7. **Non-Disclosure.** If you currently have a non-disclosure agreement (“NDA”) with Proplanner, its terms will govern use of Confidential Information (as defined in the NDA) exchanged under this Agreement. If you do not currently have a non-disclosure agreement with Proplanner, then the following provisions of this Paragraph 7 will apply. You and Proplanner (individually a “party” and collectively the “parties”) agree that at all times during the term of this Agreement, and for five (5) years thereafter, each party will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information or know-how of the other party. The term "Confidential Information" shall mean all non-public or confidential information that the disclosing party designates as being confidential, or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential. If either party has any questions as to what comprises such Confidential Information, the receiving party agrees to consult with the disclosing party.
8. **Cancellation; Use Proplanner’s Conference Information.** Proplanner retains the right to cancel the Presentation without cause and without further obligation upon ten (10) business days’ prior written notice to you. You shall not, without prior written consent from Proplanner, issue press releases or publicity that relates to your relationship with Proplanner, this Agreement or your participation in the Conference. You may use Proplanner’s name and trademarks only in accordance with the guidance set forth at [link to your branding requirements page here].
9. **Insurance.** Without limiting your obligations hereunder, you shall procure and maintain insurance sufficient to protect against potential liabilities and risk arising out of the activities performed under this Agreement.
10. **Miscellaneous.** This Agreement is governed by the laws of the [your state], without regard to conflicts of law principles and any disputes arising from it will be resolved in the courts of [your county] County, [your state]. The parties are independent contractors, and nothing herein forms an employer-employee, agent, or partner relationship between the parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior communications with respect to the matters addressed. This Agreement may not be changed, modified, released, abandoned or terminated, except in writing. This Agreement shall be binding upon the parties hereto and their successors and assigns. The invalidity, illegality or unenforceability of any provision of this Agreement shall not or in any way affect, impair or render unenforceable this Agreement or any other provision thereof, all of which shall remain in full force and effect. If any provision of this Agreement is adjudicated invalid, illegal or otherwise unenforceable, a court of competent jurisdiction shall construe and interpret or reform the provision to provide the maximum enforceable effect permitted by applicable law. All terms which by their nature survive termination of the Agreement will survive.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Speaker Signature Date