



SPEAK Events LLC Producer Agreement ("SPEAK") PAGE 1

Before submitting an application to produce a SPEAK pop-up event, you're required by SPEAK Events, LLC ("SPEAK") to agree and accept the following license. Make sure you have read and understand all of the SPEAK rules before you agree to this license. **Please complete this form, make copies for your records and email to SPEAK at legal@speakevent.com**

1) Limited License:

When you accept the terms and conditions below, SPEAK will grant you a limited, non-exclusive, revocable license (the "License") to use the SPEAK name, logo, trademarks, service marks, materials made available for reproduction on the SPEAK website, the specific event name (the "Event Name") and SPEAK sub-domain web page (the "Web Page") assigned to your SPEAK pop-up event (collectively, the "Intellectual Property") only in connection with one (1) SPEAK event. Your use of the Intellectual Property must comply with the terms set forth herein, and you must abide by the Event Basics / Talk Content / Licensing Basics / Branding Naming / Sponsors Funding / Media Distribution / Web Social rules as modified from time to time by SPEAK in its sole discretion, which are incorporated in this License. If you wish to hold any additional SPEAK pop-up events, you must submit another event application for each such event. The term of this License will begin upon your acceptance of these terms by signing below and will end upon the earlier of (i) SPEAK's termination of your License if you should breach any of the terms of this License or termination by SPEAK for any other reason, in SPEAK's sole discretion OR (ii) the conclusion of your one (1) SPEAK pop-up event. The Intellectual Property may be used solely to promote your SPEAK pop-up event, and in no event shall you or any person or entity that organizes, participates in, or performs services regarding your SPEAK event, use the Intellectual Property, or the SPEAK name, logo, trademarks or service marks, for any other purpose, including, but not limited to, the sale of books, articles, publications, audio recordings, videos or other media, without the prior written consent of SPEAK. Without limiting in any way the generality of the foregoing, the Intellectual Property shall not be used (a) to sponsor, endorse or suggest an affiliation with any third party, or (b) in connection with any work or service purporting to offer guidance on how to give an effective SPEAK Talk, or how to get chosen to deliver a SPEAK Talk. For clarity, this provision shall not prohibit you from accurately characterizing yourself as a SPEAK producer or from authoring works or providing services that offer guidance on public speaking, provided that such works and/or services shall not in any way refer to SPEAK. This prohibition shall survive the termination of the License. Licensed SPEAK pop-up events are events organized in collaboration with SPEAK Events LLC, so all promotion of your SPEAK pop-up event must clearly identify the event as a SPEAK pop-up event and may not directly or indirectly suggest that your event is a SPEAK mainstage event. You may not transfer, sublicense or assign the License and/or your rights to use the Intellectual Property. SPEAK may require you to stop using the Intellectual Property in connection with your SPEAK pop-up event and may terminate all access to your SPEAK sub-domain web page at any time. If you do not use the SPEAK trademarks or service marks according to the quality control guidelines set forth in the Event Basics / Talk Content / Licensing Basics / Branding Naming / Sponsors Funding / Media Distribution / Web Social / Uploading Talks SPEAK rules, your License may be terminated. SPEAK may modify, amend, supplement and/or replace the terms and conditions of this License in writing at any time.

2) Event Names:

Event Names must comply with the SPEAK rules and the Naming rules. All Event Names will be owned exclusively by SPEAK and are licensed to you according to these terms and conditions. You will have the right to use your Event Name solely during the Term. After the Term, your right to use the Event Name expires; provided however, if you apply for another SPEAK event prior to the end of the Term you may request to use the same Event Name for the term of your new license. In the event you have not actually used the Event Name for a SPEAK event during the Term of this License or upon your application for another SPEAK event, SPEAK reserves the right to terminate your use of that Event Name. Notwithstanding the foregoing, SPEAK reserves the right to terminate your use of a particular Event Name at any time, in which case all your rights to use the Event Name will cease and SPEAK may use such Event Name in its sole discretion.

3) Waiver of Liability:

a) While SPEAK pop-up events are a collaborative effort, you will be responsible for securing resources, a venue, staff, or other materials necessary or required for your SPEAK event. SPEAK will not be responsible or liable for providing you with any resources, personnel or materials other than an audio/video production engineer and any online resources made available by SPEAK on the SPEAK website.

b) You must have personal medical and/or health insurance coverage while participating in or conducting any physical or athletic activities at your SPEAK event. You must maintain sufficient insurance to cover liability for bodily injury, property damage, death, product liability and advertising injury arising out of your activities related to your SPEAK event. The policy must contain a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) in the aggregate. You must name SPEAK Events LLC as an additional insured on all applicable insurance policies.

c) YOU AGREE TO ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES OR DAMAGES YOU MAY SUSTAIN OR CAUSE OTHERS TO SUSTAIN IN CONNECTION WITH ANY SPEAK EVENT, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS SPEAK AND ITS OFFICERS, DIRECTORS, SPONSORS, PARTNERS, EMPLOYEES, VOLUNTEERS, AFFILIATES, LICENSORS AND SUPPLIERS FROM AND AGAINST ANY LIABILITY ARISING FROM SUCH INJURIES AND/OR DAMAGES.



SPEAK Events LLC PRODUCER AGREEMENT ("SPEAK") PAGE 2

4) Privacy obligations:

As a SPEAK producer you and your team will be collecting and storing personally identifiable information from your SPEAK speakers, team members and attendees ("SPEAK-related Personal Information"). You agree never to sell SPEAK-related Personal Information to any third parties and agree not to provide SPEAK-related Personal Information to any third party without proper consent or permission. You agree to follow the applicable privacy laws in your jurisdiction. You agree to process the SPEAK-related Personal Information lawfully, fairly and in a transparent manner. This includes implementing the following measures as applicable in your jurisdiction:

- a) You will implement administrative, physical and technical safeguards to prevent disclosure, accidental access by unauthorized parties, and to maintain confidentiality.
- b) You agree to communicate to the individuals that provided you with SPEAK-related Personal Information the following: (i) what information you collect, (ii) how you collect it, (iii) if you, as SPEAK producer, disclose their personal information to any third party; and (iv) a method to delete, modify or update their personal information. In the event local laws require consent, please take steps to track and record consent before or during registration.
- c) You agree to communicate to speakers, attendees and team members how you will collect, store, manage SPEAK-related Personal Information. As part of your communication, all purposes for which the data will be used by SPEAK and the SPEAK pop-up event organizing team should be disclosed, including the following: (i) posting information about the SPEAK event and talks on SPEAK websites and social media, (ii) maintaining SPEAK speaker information, (iii) providing SPEAK attendees with surveys to evaluate the events they attend, and (iv) to maintain information about the SPEAK license. You may also disclose that when receiving SPEAK-related Personal Information for these purposes, that SPEAK will process and manage this information in accordance with SPEAK's privacy policy on SPEAKevent.com.

5) Forum and Choice of Law:

The terms of this License Agreement and the rights, obligations and performance of the Parties hereunder shall be governed by the laws of the State of New York, without regard to conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration conducted in New York, NY, which shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. You agree that the terms of this License are the entire agreement between you and SPEAK supersede all communications of any kind between you and SPEAK with respect to the License and any guidelines, rules or policies incorporated in this License. By signing below and having read and understood the SPEAK Rules on the license application form, you are indicating your acceptance of the terms and conditions of this License and your review and approval of the following SPEAK policies:

Event Basics

SPEAK talk format:

Modeled after select elements of the most impactful speaking platforms

in the world, SPEAK talks are carefully prepared 6-10 minute talks and performances on a wide range of subjects that fall under the categories of either an idea or a story.

Spirit and purpose:

The pop-up event must maintain the spirit of SPEAK events: multidisciplinary, unique talks focused on the SPEAKers' "call to speak" their ideas or stories out loud in order to change live and create impact through "the truth." SPEAK pop-up events are not agenda or single-topic driven.

Multi-topical and multidisciplinary:

SPEAK pop-up event themes should be multidisciplinary and broad. SPEAK events must feature a diversity of speakers from across several disciplines and walks of life that address a variety of topics. These topics should not fall under a single subject but must still tie to the pop-up event theme.

Attendance:

There is no limit on how many individuals may attend your event. SPEAK is a for-profit entity and part of the decision-making process for producer approval will be based on the producer's ability to host a profitable event. The primary license holder—the individual whose name is on the application form—is charged with staying in contact with a SPEAK event coordinator in order to ensure a successful and well-attended event.

Talk Content

Speaker content guidelines:

All talks should comply with SPEAK Content Guidelines and Copyright Guidelines. If a talk does not follow the Content Guidelines or Copyright Guidelines, producers have the discretion to withhold the talk. They must inform both SPEAK staff and the speaker(s) that they have made this decision, along with their reasoning. If a talk does not follow the Content Guidelines or Copyright Guidelines and the organizer chooses to upload the talk, SPEAK reserves the right to add an editorial flag describing how the talk falls outside the guidelines or to decline its publication.

Fact based evidence:

SPEAK is a platform for showcasing and explaining ideas and stories. Some ideas that are technical, medical or scientific in nature, will need fact based evidence to support the idea. Claims by speakers should be based on data and research that has survived scrutiny by experts in the field. Speakers should not misuse scientific language to make unsubstantiated claims within their talk idea.

Duality: Balance must be maintained, no matter the topic:

Although we do not limit political or religious topics, we must



SPEAK Events LLC PRODUCER AGREEMENT ("SPEAK") PAGE 3

maintain a balance that we have found through "the duality rule." SPEAK does not seek to build consensus but rather open minds to topics and viewpoints that those minds may not have seen through their own lens. Producers are charged with implementing "the duality rule" during their pop-up in the event that they choose to showcase a talk that discusses a polarizing subject that leans in a particular direction. SPEAK's Duality Rule states that for every polarizing opinion, there is an equal and opposite opinion and that the truth lies somewhere in the middle.

No selling, advertising or commercial agenda:

Speakers cannot promote their own products, books, or businesses, or those of a company which employs them. Since there are nuances in this rule that are subjective, final decision may be referred to SPEAK corporate to decipher.

Copyright:

Every talk's content must be in compliance with copyright law. Speakers must inform you beforehand of any third-party material that will be used in their presentations and seek written permissions to copyrighted materials when applicable.

Licensing Basics

License holder:

SPEAK expects the license holder to be the primary organizer of a SPEAK pop-up event. If this is found to not be the case, SPEAK reserves the right to revoke or not renew a license.

Event location:

Producers are responsible for scouting event venues and for providing deposits necessary. There are no limitations on venues as long as they conform to our best practices guidelines. Please refer to event planning best practices for tips.

License term:

Your SPEAK pop-up license is valid from its date of approval and expires the day after the pop-up event. You must produce your event within one year. You must re-apply for each subsequent event. Being granted a license for a specific theme does not reserve that theme for you in perpetuity.

License relinquishment:

SPEAK licenses are non-transferable. If you relinquish your license to allow another producer to apply to have it, you'll need to notify us first.

Digital properties:

SPEAK pop-ups are run in collaboration between the producer and SPEAK Events LLC. SPEAK will maintain its own website, social media, ticket sales, etc. Producers will not create their own website, social media accounts or open ticket sales on behalf of SPEAK. Producers may, however, share information and use approved marketing collateral on their own website or social media to promote their pop-up event.

Branding + Naming

Naming:

Because SPEAK pop-up events exist to share talks on diverse topics and genres, each event is named after its unique genre/topic theme. SPEAK event names must comply with our guidelines and are granted at the discretion of the SPEAK team. Two active licenses on the exact same topic/theme may not exist at the same time.

Name usage:

You must always refer to your event with the full name your license was approved for in all copy, messaging, logos, etc. For example, if your licensed name is "SPEAK: Event Name", you may not refer to your event as "SPEAK: EN" or any other variation. You should always refer to your event as SPEAK: Event Name, not simply "SPEAK". Your event name should be written as SPEAK: Event Name with the "SPEAK" capitalized, a colon directly after SPEAK, a space following the colon and the event topic/theme following with the first letter of each word of the topic capitalized and the rest of the word in lowercase. Name abbreviations and variations are not allowed.

SPEAK and SPEAK pop-up brand positioning:

Make clear in all communications that your event is a SPEAK pop-up event—a pop-up event that is being produced in collaboration with SPEAK—and is not a SPEAK mainstage event. You should never communicate "SPEAK is coming to (my city)..." Make clear that you are a "SPEAK: (Event Name) pop-up producer, and not an employee of SPEAK. You should never use the SPEAK logo in any communications or branding. Ensure that all of your speakers abide by these guidelines as well.

SPEAK pop-up events are collaborative events

Because SPEAK pop-up events are collaborative events between the producer and SPEAK Events LLC, they may not be combined with or integrated into any conference, ceremony, event, or curriculum. SPEAK pop-up events cannot be co-branded: you may not connect the SPEAK logo/identity/name to the name of another organization, non-profit, corporation or other entity. You may not present your SPEAK pop-up event as being organized by such entities or positioned as one of their offerings.

SPEAK logo

Your SPEAK pop-up logo should adhere to the SPEAK logo style guidelines and should be used to represent your event at all times. Never use the original corporate SPEAK logo without the theme/topic logo addition.



SPEAK Events LLC PRODUCER AGREEMENT ("SPEAK") PAGE 4

Sponsors + funding

A collaborative, for profit event:

SPEAK is a volunteer endeavor for speakers and an elite stage reserved for ideas and stories that create impact. SPEAK pop-up events may neither pay nor charge speakers. Sponsors of your event cannot be speakers and can never present from the stage. Producers cannot be speakers at events to which they contribute. Producers, in this collaborative effort, are considered working partners for the duration of their license. Producers are offered tiered partnerships in the profits of the pop-up event that they have been licensed for. Producer applicants may request one of two tiers available, but the ultimate decision will be made by SPEAK based on the producer's experience in public speaking and event planning.

Producer tiers: *Note:- co-producers will split only their portion of profits & costs

Tier 1 producers will maintain a 50% share of event profits (including ticket sales and sponsorships), after event and operating costs. They are charged with planning/coordinating the event, choosing speakers (via our internal SPEAK selection process), securing the venue, running event logistics, soliciting sponsorships, sitting with our audio/video engineer for a recording session for SPEAK intro and marketing the show locally to solicit ticket sales. ***They will coach speakers on their talks and collaborate with them on all steps of their talks from writing to rehearsal to delivery.***

Tier 2 producers will maintain a 40% share of event profits (including ticket sales and sponsorships), after event and operating costs. They are charged with planning/coordinating the event, assisting to choose speakers (along with a SPEAK director via our internal SPEAK selection process), securing the venue, running event logistics, soliciting sponsorships, sitting with our audio/video engineer for a recording session for SPEAK intro and marketing the show locally to solicit ticket sales. ***SPEAK will provide a director that will coach speakers on their talks and collaborate with them on all steps of their talks from writing to rehearsal to delivery.***

Admission:

There is an attendance fee for a SPEAK pop-up event. Tickets can be no more than \$100 USD, unless special permission is received as a "large scale pop-up." Profits will be split after event and operating costs, unless otherwise noted for your event type. Profits will be paid out within 30 days of the event as a check issued from SPEAK Events LLC. Producers are required to provide their SSN or business EIN number in order to be issued a 1099 for the event profits.

Editorial independence and sponsor rules:

Sponsors must have no editorial control or influence over your program curation. Sponsor logos can only be displayed in a slide, but the logos cannot remain on the stage during talks.

Products and giveaways:

You may give away SPEAK branded products during your event and during the period of your license, however, they must contain your

unique event name, not the generic "SPEAK" logo. SPEAK can create custom branded products with your event name logo and sell on our website.

Media + Distribution

Press releases:

All press and press releases must be approved by the SPEAK program's media liaison: pr@SPEAKevent.com. Press releases must contain the "About SPEAK" text.

News media and your event:

If you are interviewed for broadcast TV or radio, clearly state that your event is a SPEAK pop-up event, and explain what that means (it is a collaborative event, etc.). Represent yourself as a licensed producer in your specific SPEAK Event Name pop-up event. SPEAK staff should be the sole spokespeople for SPEAK and the SPEAK pop-up program as a whole. Route requests for interviews with SPEAK staff to pr@SPEAKevent.com. Please ask all journalists and/or bloggers be respectful of the difference between the SPEAK mainstage and SPEAK pop-up brands. Let them know that any headline or text which implies "SPEAK" is coming to [location] is misleading. Any inquiry regarding SPEAK should be directed to: SPEAK Media Liaison, pr@SPEAKevent.com. Members of the press are not allowed to film or videotape your SPEAK talks. Once talks are edited, you can share your selections with the media.

Content beyond the stage:

SPEAK producers should not make content that attempts to represent the SPEAK pop-up program or official SPEAK platform. You may create video content specific to your SPEAK pop-up event. Any content - whether audio or video - including documentaries - must abide by the following: No use of the SPEAK and/or plain SPEAK pop-up logos without your unique theme/topic qualifier. No remixing or re-editing of SPEAK Talks. No filming is permitted inside the theater during the recording of your SPEAK Talks; the only recording crew that is allowed into the theater is the designated audio/video engineer sent by SPEAK Events LLC. Neither the producer or any speaker or audience member is permitted to shoot video of these talks. You can shoot b-roll in break areas, but not inside the theatre. You may NOT create podcasts based on your SPEAK series and content.

Creative commons:

Photos of SPEAK pop-up events must be released under a Creative Commons license ("Attribution - NonCommercial - NonDerivative"), so they can be freely shared and reposted.

Rights to distribute SPEAK talks excerpts:

You can use up to a 30-second excerpt from a SPEAK Talk for video or audio content, including documentaries, promo videos, TV segments, and podcasts.



SPEAK Events LLC PRODUCER AGREEMENT (“SPEAK”) PAGE 5

Web + Social

Do not purchase a domain name or create email addresses associated with SPEAK or your specific event name (SPEAK: Event Name). All event information will be posted to the main SPEAKevent.com website along with SPEAKer bios and photos, ticket sales/registration and shared to the SPEAK social media accounts as well. You are free (and encouraged) to share marketing content to your own social media or website in order to promote the event. In the event that a producer creates accounts or web pages that represent SPEAK in a manner that is prohibited, SPEAK reserves the right to revoke their license.

Sponsors on event social media:

You can mention a sponsor's specific contribution to your event in your social media channels, including Twitter, Facebook and Instagram, by tagging their social media accounts, using their hashtag or including their organization name in an image caption. You can also request that SPEAK shouts them out on your website event registration page as well. You or your sponsor can produce a video about the sponsor's contribution to your event, to be shared on your or the sponsor's social media channels. This must be produced with your approval of the way your collaboration is presented.

You cannot share sponsor content that is unrelated to your SPEAK pop-up event, e.g. a sponsor's marketing campaign, product announcements, etc.

We cannot post a sponsor logo (or logos) on its own, but logos may be included if visible in an event photo or other creative material.

Email list:

Never use your email list for any purpose other than communicating information specifically about your SPEAK pop-up event.

Uploading and crediting photos:

Photos from your SPEAK pop-up event must be uploaded to the SPEAK event photo upload center. Do not put watermarks, text or other labels onto your photos. Do not superimpose your event logo or your photographer's information on the photos.

Name (Signed)

Name (Printed)

Date

Parent/Guardian Name (Signed)

Name (Printed)

Date