

WWR2024 Speaker Agreement

This Speaking Agreement (this "**Agreement**"), dated as of _____ (the "**Effective Date**"), is by and between _____ (the "**Speaker**") and Susan Brown ("**Host**" and, together with the Speaker, the "**Parties**", and each a "**Party**"), and the Parties agree to the following terms and conditions:

The Session

Speaker shall participate in a "Session" about a topic, and in a format, agreed upon in advance by the Host and Speaker. Sessions are recorded and may take the form of:

- a discussion between the Speaker and the Host (and any additional Speakers invited by the Host)
- a teaching session presented by the Speaker
- an inspirational Keynote speech given by the Speaker
- an interactive Workshop presented by the Speaker

The minimum and maximum allowed length of that Session depends on the type decided upon in advance between the Speaker and Host, defined as follows:

- Inspirational Keynote speech: The "**Session**" will last between approximately 15 and 25 minutes
- Interactive Workshop: The "**Session**" will last between approximately 45 and 90 minutes.
- All other formats: The "**Session**" will last between approximately 35 and 50 minutes

All abovementioned Sessions will be delivered virtually at the Host's event, named Wanna Write Romance Conference 2024, during the days of June 13, June 14, June 15, and June 16, 2024. Except for the Interactive Workshops, all Sessions will be pre-recorded and delivered to attendees by playing the pre-recorded video during its scheduled Session time slot. The final time slot for each Session will be decided by the Host.

Interactive workshops must be *both* pre-recorded *and* delivered to a virtual audience in real time during the event at the time agreed upon in advance by the Speaker and Host.

Speaker shall provide their basic personal information, including name and job title, a brief biography, a brief list of accolades, website URL, and a headshot to be included on the event website and Session

video intros, **no later than Friday, April 26, 2024.**

Speakers shall provide the video recording of their Session and all relevant Session descriptions requested by the Host—including a proposed Session title and description—no later than Friday, May 10, 2024.

If Speaker wishes to participate in the free marketing opportunities offered by the event—such as giving away a freebie on their Session page, contributing to the Spark Bonus Bundle, contributing a free download link to The Books We Fell In Love With Collection, or donating a Happy Hour Prize—**Speaker must provide the Host with the name, description, and redemption link for each entry no later than Friday, May 17, 2024.**

Host may grant extensions and exceptions to any of the due dates above on an individual basis.

Fees

Speaker shall not receive any monetary compensation but shall instead receive the intangible value of appearing in front of and presenting to the event's audience, which Speaker specifically recognizes as valuable consideration.

Speaker recognizes that any monetary gain earned from this event shall come in the form of Affiliate commissions, which requires active participation in the event's Affiliate program during the event's promotional period of May 30, 2024 through June 16, 2024.

Expenses

Host is not liable for reimbursing any expenses resulting from Speaker's participation in this event.

Intellectual Property Rights

The Parties agree as follows:

Speaker's Representations And Warranties - Speaker represents and warrants that the content of the Session, all material to be displayed or distributed during the Session, and any other material provided by Speaker are the original work of Speaker or are works for which the Speaker has obtained the necessary permission to display and distribute. Speaker further represents and warrants that the use of these materials during the Session will not infringe on any third party's rights. Specifically, Speaker represents and warrants that these materials do not infringe upon any third party's copyrights.

Right to Livestream and Record - Speaker agrees that Host may stream the Session over the internet in real time, record the Session, and distribute copies of any such recording. Speaker grants to the Host, its affiliates, successors, and assigns a non-exclusive, perpetual, irrevocable, unrestricted, royalty-free license to the content of the Session for such purposes.

Ownership of Content - Speaker is the sole owner of all rights, title, and interest in the Session content and all other materials provided by the Speaker. Nothing in this Agreement shall be construed as an assignment of any such rights.

The Parties agree that Speaker may reuse, resell, or repurpose the recording beginning on August 17, 2024 and that Host is not entitled to any compensation generated solely by Speaker's use of the recording beginning on that date.

The parties agree that Host may use portions of the recording for marketing activities before, during, and after the event.

Speaker acknowledges that their event Session, regardless of whether the Host or Speaker recorded it, may be available for viewing in perpetuity after the Event concludes, at the Host's discretion, and that Host owes no additional compensation to Speaker for the continued use of the Session recording.

For example, event attendees who upgrade to the Spark Pass are granted "ongoing" access to replay the Session recording.

Right to Resell - Speaker agrees that Host may sell access to the Session before, during, and after the event. Host agrees not to resell *individual* Session recordings without explicit written permission from Speaker but reserves the right to resell a Session recording as part of a *collection* of event recordings. **For the avoidance of doubt, Speaker agrees that Host may include a recording of the Session in other products, including other paid products.**

For example, Host may choose to resell Session recordings of the event as a collection of on-demand replays. Speaker agrees that their Session may be included in this collection and is not eligible for compensation unless Speaker actively participates as an Affiliate reseller for the product, which shall be paid using the agreed-upon details specified in the Affiliate agreement.

Publicity Release - Speaker irrevocably permits Host to use Speaker's name, image, likeness, appearance, voice, and professional and personal biographical information to promote the Session and event.

Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Choice of Law & Choice of Forum

The Parties agree that this Agreement shall be construed under the laws of California regardless of any

choice of law rules.

Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through individual, non-class arbitration to be held in San Mateo, California under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such forum. Each Party agrees that a final judgment by such arbitration is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Fee Shifting

The Parties agree that the prevailing Party in any action relating to or arising out of this Agreement will be awarded its reasonable attorneys' fees and costs incurred as a result of such a proceeding.

Miscellaneous Clauses

The Parties further agree:

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Assignment. Neither Party may assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. For the avoidance of doubt, any party may rely upon employees or independent contractors to perform any work required of it in this agreement, but the Party shall remain ultimately responsible for the completion of that work and its quality. Any purported assignment or delegation in violation of this Section shall be null and void.

Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Indemnification. Each Party (the "**Indemnifying Party**") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising from the Indemnifying Party's (i) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement, (ii) breach of this Agreement, or (iii) grossly negligent behavior in connection with this Agreement.

Force Majeure. Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of that Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic or pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. If the event in question continues for a continuous period in excess of 15 days, either Party shall be entitled to give notice in writing to the other to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

Host's legal name:

Susan Brown

Speaker's Legal Name:
