

Speaker Agreement

This document details the conditions under which _____, further referred to as the *Speaker*, agrees to present a talk at the **MODXpo 2022 Conference**, further referred to as the *Conference*, which is hosted by modmore on Friday **July 8th, 2022**.

1. Event details.

- a. The Conference takes place on **July 8th, 2022**.
- b. The Conference venue is the **Van der Valk Hotel Arnhem**, located at Amsterdamseweg 505, 6816 VK, Arnhem, the Netherlands.
- c. The Organizer of the conference is modmore, Oenemastate 14, 8926PR, Leeuwarden, the Netherlands.

2. On-site availability.

- a. Speaker is expected to be available at the Venue on the date of the Conference **no later than 08:45** to be introduced to event staff, be briefed about the technical set up in the room for both the local and online streaming, test their equipment, and be informed of any last minute scheduling changes. This will take place in the conference room with all speakers, before opening the doors to attendees.
- b. If the Speaker arrives late, there may not be an opportunity to test equipment ahead of their scheduled talk and any delay due to technical difficulties may lead to less time available for their talk.

3. Scheduling.

- a. Speaker is scheduled to give _____, including time for questions from the audience.
- b. Upon accepting the invitation to speak at the Event, the Speaker was provided an initially scheduled time slot. That time slot may change, including on the day of the Conference. The Organizer will keep the Speaker informed of scheduling changes.

4. Speaker compensation. Organizer will provide Speaker with the following compensation:

- a. **Free access to the Conference**, including lunch, dinner, social events, and all snacks, drinks, and other benefits as offered to paying attendees.
- b. **Travel reimbursement of up to €_____** including taxes for traveling to and from the venue. The Speaker will provide the Organizer with relevant receipts or booking confirmations that lists the full price, including taxes, spent on travel.
 - i. For remote talks provided through video conferencing, €_____ equipment compensation will be added to the speaker fee instead.
- c. **Speaker fee of €_____**, including applicable taxes if any.

- i. If the Speaker has asked the Organizer to reserve a hotel room at the conference venue for one or two nights, €_____ per night is deducted from the speaker fee. This includes breakfast.
 - d. The speaker fee will increase if over 100 standard tickets are sold by June 23rd 2022, when registration closes. The number of video tickets sold prior to date are counted as ¼th (0,25x) of a standard ticket.
 - i. If total sold tickets is more than 100: increased to €_____ including taxes
 - ii. If total sold tickets is more than 130: increased to €_____ including taxes
 - e. Organizer will pay the Speaker promptly.
 - i. The Speaker will provide an invoice for the speaker fee (minus hotel room, if applicable) on or after June 10th 2022.
 - ii. The Speaker will provide another invoice for the travel reimbursement, plus the increase in speaker fee per ¶4.d if applicable, two weeks after the event.
 - iii. The Speaker may also decide to combine the two invoices into a single invoice, issued within two weeks after the event.
 - iv. If the Speaker offers their speaker fee as part of an event sponsorship, the Organizer will issue an invoice for the sponsorship with the speaker fee deducted as a discount, and the Speaker may still issue an invoice for travel reimbursement and an increase in the speaker fee ¶4.d if applicable, within two weeks after the event.
5. **Speaker withdrawal.** The Speaker may choose to withdraw from the Conference for any reason and without penalty until June 10th, 2022. Any advanced payments made to the Speaker by the Organizer shall be returned.
 - a. If the Speaker withdraws from the conference on or after June 18th 2022 (3 weeks prior to the Event), the Speaker agrees to pay a €50 last minute cancellation fee.
 - b. If the Speaker withdraws from the conference after July 1st, 2022 (1 week prior to the Event), or is a no-show on the day of the event, the Speaker agrees to pay a €100 cancellation fee.
 - c. If the Speaker withdraws as a direct result of changes the Organizer has made to the event details (venue, date) in ¶1, Speaker will not be liable for a cancellation fee. The Speaker must notify the Organizer of invoking this clause within 2 weeks of such changes being notified to the Speaker.
 - d. If the Speaker is denied access or expelled from the venue by venue staff, or by conference staff in relation to a significant code of conduct violation, before their scheduled presentation, this will be considered a no-show per section ¶5.b.
6. **Speaker unavailability due to force majeure.** After June 18th 2022 (3 weeks prior to the Event), if Speaker is unexpectedly unable to attend or present at the Conference due to (1) a confirmed personal or housemates' COVID infection; (2) serious illness or other bodily harm to the Speaker, Speakers' partner, housemate, immediate family or pets; or (3) other force majeure at no fault to Speaker that reasonably prohibits traveling to the conference venue, including but not limited to COVID-related travel restrictions being put into effect, the withdrawal policy in ¶5 does **not** apply. Instead:

- a. The Speaker will make every reasonable effort to perform their scheduled presentation remotely via video conferencing. Doing so will preserve their speaker compensation, as previously agreed, including non-refundable travel expenses.
- b. If it is not reasonably possible to perform the scheduled presentation via video conferencing given the specific unexpected circumstances, and the Speaker has to be removed from the schedule entirely, or the Organizer decides it's in the best interest of the Conference to replace the scheduled presentation with a different speaker, the Speaker will be entitled to (1) compensation for any non-refundable travel expenses per ¶4.c which were booked at least two weeks prior; and (2) a reduced speaker fee of €150 replacing ¶4.c, ¶4.e and ¶4.f to compensate for preparation done in good faith.

7. Cancellation by Organizer. The Organizer may revoke the Speakers' invitation to speak at the Conference if it has cause to do so.

- a. The Speaker is entitled to reimbursement for incurred non-refundable travel expenses per ¶4.c, and (1) €50 compensation if revoked before June 8th; (2) €125 compensation if revoked before June 23rd; or (3) €250 compensation if revoked after that date. Sections ¶4.e and ¶4.f do not apply to a Speaker whose invitation was revoked. Any advance payments exceeding the compensation must be returned.
- b. If the invitation is revoked as the result of a severe Code of Conduct or COVID Policy violation (both available at <https://modmore.com/modxpo-2022/safety/>), including but not limited to when the Code of Conduct violation did not happen during the Conference or at the Conference venue, and such a Code of Conduct violation was not known to Organizer at the time the agreement was signed, the Speakers' invitation may be revoked without compensation at all and any advance payments shall be returned.
- c. At Organizers' discretion, if the Speaker's invitation is revoked, they may additionally be denied access to the (remainder of) the Conference and/or venue.

8. Intellectual Property & Waiver.

- a. All proprietary information shared by the Speaker before or during the Conference shall be their own intellectual property and shall remain their intellectual property.
- b. The Speaker gives the Organizer and its partners a non-exclusive, royalty-free, irrevocable license and permission to use their presentation, video and audio recordings from the Conference that include the Speaker, materials provided, as well as to use their name, voice, photograph or likeness, for any purpose on Organizers' (or its partners') websites, platforms, and other media.
- c. The Speaker waives any and all rights of approval, claims for compensation beyond the compensation agreed upon in ¶4, and/or any other claim (such as but not limited to claims of privacy or defamation) arising out of or in connection with the use or alteration, or use of composite forms, of the presentation, recordings, or materials.

As understood and agreed by both parties and digitally signed on _____.

Speaker

Organizer

modmore
Oenemastate 14
8926PR Leeuwarden
The Netherlands

Registered at the Dutch Chamber of
Commerce under number 52454606
VAT registration: NL001103641B07

Represented by Mark Hamstra
