

WebPT Ascend Business Summit

Speaker Agreement

This WebPT Ascend Business Summit **Speaker Agreement**, dated as of [Month, Day], 2018, is between WebPT, Inc. (“WebPT”), a Delaware Corporation, and _____ (“Speaker”). WebPT and Speaker are collectively referred to as the “Parties” and individually as a “Party”.

Background

1. WebPT operates and runs the Ascend Business Summit (“Event”) to be held at the Phoenix Convention Center, Phoenix, Arizona, on September 28 and 29, 2018.
2. WebPT and Speaker have entered into an agreement where WebPT will compensate Speaker to present at Event.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

1. Engagement. Speaker agrees to present at the 2018 Ascend Business Conference. (presentation format, time, and date to be confirmed at the time the session is selected).
2. Compensation. As consideration for services to be rendered by Speaker under this Agreement, WebPT shall provide Speaker:
 - 2.1 Complimentary Event registration at \$799.00 value.
 - 2.2 Complimentary hotel accommodations at the Renaissance Phoenix Downtown for the night of September 28, 2018, and September 29, 2018. This covers hotel room only, all charges to the room and extended nights will be the responsibility of the speaker.
 - 2.3 Honorarium of \$250. No additional monies shall be paid to Speaker for reimbursement of expenses. Honorarium shall be paid to Speaker on or before September 1, 2018.
3. Performance. Speaker shall present the session(s) set forth in this Agreement and shall:

- 3.1 Comply with all Ascend presentation-related deadlines provided to Speaker between the date of this Agreement and the Presentation date. Deadlines may include, but not be limited to, deadlines for providing a complete submission form, which may include but is not limited to: Presentation title; a description of the Presentation; the learning objectives of the Presentation; presenter's photograph, biography, and references; media/multimedia handouts, PowerPoint, graphics, and/or computer-generated elements of the Presentation; the availability for recording or providing narration; and a handout for distribution to attendees by the deadlines set by WebPT.
 - 3.2 Promptly reply to all email correspondence from WebPT.
 - 3.3 Grant to WebPT a royalty-free, irrevocable, worldwide, transferable license to use Speaker's name, likeness, photograph, and biographical data in connection with the use, broadcast, publication, distribution, and promotion of the Presentation.
3. Relationship of the Parties. Nothing contained herein shall imply any partnership, joint venture, or agency relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.
4. Warranties.
 - 5.1 Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform the obligations hereunder.
 - 5.2 Speaker represents and warrants that Speaker owns or lawfully controls any and all intellectual property he/she may convey or publicly present and/or display during Speaker's session(s) under the Agreement and Speaker will not libel, slander, or defame any person, firm, or corporation.
 - 5.3 During the Presentation, Speaker will not engage in any type of promotional marketing or selling of any product or service and will not disparage WebPT in any way. Speaker understands that he/she should disclose to WebPT any relationship that could reasonably be viewed as creating a conflict of interest, or the appearance of a conflict of interest, that might bias the content of his/her presentation. WebPT may direct Speaker to disclose a relationship to the audience as part of the Presentation for the purpose of allowing listeners to make informed assessments of the presentation. Speaker agrees to make such disclosures if requested by WebPT. Speaker should always disclose any financial benefit from the sale of programs, products, or services discussed in the presentation (including books and chapters); sources of grant funding;

sources of honoraria; employment or paid consulting relationships related to a program, product or service discussed; and affiliations, such as positions on advisory boards or other roles of benefit to a sponsoring organization. As this list is not intended to be exhaustive, other relationships may need to be disclosed at the sole discretion of WebPT.

5. Copyright Acknowledgement.

5.1. Speaker agrees that the materials Speaker submits to WebPT for use at the Event, are (a) works for hire, done for WebPT within the meaning of the copyright laws; or (b) Speaker hereby grants to WebPT a royalty-free, exclusive, irrevocable, worldwide, transferable license to use materials and presentation to prepare derivative works of the materials and presentation and to use, copy, publish, distribute, license, display, or publicly perform in any form and in any media the materials and presentation. Speaker further represents that Speaker has the authority to grant the right described in this Section.

5.2. WebPT hereby grants the Speaker a royalty-free license to use the materials in the Speaker's occupation or business.

6. Indemnity. Speaker agrees to indemnify, defend, and hold harmless WebPT and its parent, subsidiaries, affiliates, successors and assigns from any and all third-party losses, liabilities, damages, actions, claims, expenses, and costs (including reasonable attorney's fees), which result or arise from Speaker's performance of services.

7. **Limitation of Liability. Neither Party shall have any liability hereunder for any indirect, special, punitive, or consequential damages including, without limitation, loss of profit or business opportunities (other than the loss of payments under this Agreement), whether or not the Party was advised of the possibility of such. Except as expressly set forth herein, neither Party makes any, and each party hereby specifically disclaims any, representations or warranties, express or implied, regarding the products and services contemplated by this Agreement, including any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing and course of performance.**

8. Term and Termination.

8.1 This Agreement is effective as of the Effective Date as set forth above and shall terminate on October 1, 2018, unless terminated earlier as provided herein.

8.2 WebPT may terminate this Agreement with or without cause at any time, with thirty (30) days written notice to Speaker. WebPT reserves the right to immediately terminate this Agreement and replace Speaker if WebPT does not receive Speaker's deliverables by the specified due dates, as set forth in Section 3.1. WebPT reserves the right to cancel any session, change the length or size of any session, or change the location of any session at its discretion. In the event of termination, WebPT is not liable for any expenses, costs, or damages incurred and not recoverable.

8.3 If this Agreement is terminated for any reason prior to the October 1, 2018, all monies paid to Speaker shall be returned to WebPT.

8.4 This Agreement is not intended to and does not create any form of joint enterprise, partnership, joint venture, or any other business arrangement apart from the terms of this Agreement. Speaker acknowledges that he/she is an independent contractor, and that he/she is not acting as an agent of WebPT.

9. Miscellaneous.

9.1 Notices. All notices, requests, demands, and other communications shall be in writing, effective upon receipt or attempted delivery, and sent by electronic mail, facsimile, or overnight delivery to the address below.

WebPT: 625 S. 5th Street, Phoenix, AZ 85004
Fax: (866) 225-0057
Events@WebPT.com

Speaker: Address _____

Fax _____

Email _____

9.2 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

9.3 Law and Venue. This Agreement shall be governed and construed under the laws of the State of Arizona. The Parties irrevocably consent to and submit to the exclusive jurisdiction of the federal and state courts located in Arizona.

9.4 Assignment. Speaker acknowledges that the services to be rendered under the Agreement are of a special, unique, and extraordinary character and may not be assigned.

9.5 Force Majeure. Except as otherwise provided in this Agreement, neither party shall be liable for any breach of this Agreement for any delay, failure of performance resulting from any cause beyond Party's reasonable control, including but not limited to strike or labor disputes, weather or other acts of God or nature, war or terrorism, laws, or regulations provided that Party affected promptly gives the other Party notice of the Force Majeure Event, including reasonable efforts to minimize consequences of any Force Majeure Event.

9.6 Headings. The section headings of this Agreement have been inserted for convenience and reference only.

9.7 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

WebPT, Inc.

Signature: _____

By: _____

Title: _____

Date: _____

Speaker

Signature: _____

By: _____

Title: _____

Date: _____