

# Lattice Event

## Speaker Terms and Conditions

By submitting an application to appear or present at a speaking opportunity (a **"Speaker Application"**) at an event organized or sponsored either by Degree, Inc. d/b/a Lattice, or Lattice Technologies Limited (each **"Lattice"**), whether virtual or in-person (in each case a **"Lattice Event"**), regardless of whether the Speaker Application is submitted by the individual named thereon (the **"Speaker"**, **"you"** or **"your"**) or their proxy, Speaker represents that Speaker is or will be at least 18 years old or older at the time of the Lattice Event or the recording of Speaker's appearance for publication and presentation at, and distribution following, the Lattice Event, and that Speaker has read and understands these Lattice Event Speaker Terms and Conditions (**"Speaker Terms"**). The Speaker Terms are effective upon submission of the Speaker Application (the **"Effective Date"**) and if Speaker is selected by Lattice to appear or present at a Lattice Event will remain in effect until termination or expiration in accordance with these Speaker Terms.

Unless Speaker subsequently enters into a separate agreement with Lattice that supersedes some or all of the provisions of these Speaker Terms, upon submission of a Speaker Application, Speaker represents that Speaker is not prohibited or conflicted from and has the authority to enter into and form a binding contract with Lattice, and agrees to be subject to, abide and be bound by, these Speaker Terms if the Speaker Application is accepted by Lattice for Speaker to appear or present at a Lattice Event.

For the avoidance of doubt, Lattice is under no obligation to respond to, accept, or approve of a Speaker Application, and submission of a Speaker Application does not guarantee that Speaker will be selected or approved as a Speaker at a Lattice Event.

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lattice and Speaker agree as follows:

### Speaker Obligations

Speaker will prepare and deliver their presentation at, or where applicable record their presentation for, the Lattice Event in accordance with Lattice's reasonable instructions (including but not limited to with regard to the subject matter, length, date, and time of Speaker's presentation) and the Speaker Terms. Speaker agrees: (i) to be present at the specified Lattice Event or recording session, which the exact date and time of Speaker's presentation will be shared with Speaker through electronic communication; (ii) to let Lattice record Speaker's session and make it available to Lattice Event attendees and participants, Lattice employees, contractors, officers, directors, volunteers or other personnel, and the general public either at no additional cost or for a fee; and (iii) that Lattice can add Speaker's name, topic, and short biography to Lattice's websites and any marketing or promotional materials related to the Lattice Event.

Speaker agrees to provide Speaker's presentation content and material (**"Content"**) to Lattice for review and approval within the timeframe established by Lattice in its sole, reasonable discretion. Speaker accepts that time is of the essence in relation to the delivery of the Content. Speaker warrants that the Content: (a) materially conforms to Lattice's reasonable instructions as well as any subject matter and content guidelines agreed upon by Lattice and Speaker; (b) is written, developed, and prepared with the skill, care, and ability of someone of Speaker's caliber in Speaker's field of expertise; (c) is of a high standard and reasonably suitable for the Lattice Event participants or attendees to whom it is addressed; and (d) does not contain anything which is illegal, discriminatory, derogatory, "hate speech", blasphemous, defamatory, indecent, or which infringes the statutory or common law rights of any individual or third parties including any intellectual property rights.

If in the opinion of Lattice the Content: (i) is not of a standard suitable for the Lattice Event; (ii) does not comply with these Speaker Terms or does not materially conform to Lattice's reasonable instructions as well as any subject matter and content guidelines agreed upon by Lattice and Speaker; or (iii) is not provided to Lattice on or before the specified delivery date, Lattice will discuss this with Speaker and attempt to resolve any issues in good faith. Regardless of the outcome of any such discussions, Speaker understands and agrees that Lattice is under no obligation to accept or use the Content, and that Lattice may reject the Content and cancel Speaker's presentation at the Lattice Event in Lattice's sole discretion.

In addition to the foregoing, Speaker acknowledges and agrees that Lattice takes no responsibility for, and specifically disclaims any responsibility for, the Content. Lattice may, however, upon reviewing the Content (if Lattice chooses to do so), request that Speaker

make changes to the Content, including editing, adapting, or altering the Content in a manner that Lattice reasonably determines in its sole discretion may be suitable for presentation at the Lattice Event. In such case, Lattice will endeavor to provide Speaker with sufficient notice and reasons for any requested changes, and will take Speaker's views into account wherever reasonably possible.

Unless otherwise agreed to with Lattice, Speaker remains at all times responsible for their travel, lodging, meals, and any other out of pocket expenses incurred in relation to the Lattice Event, if any.

#### Lattice Obligations

Lattice is responsible for organizing, recording, and producing the Lattice Event, and will provide support services that it determines to be required for the Lattice Event. For in-person Lattice Events this will include any audio, video, lighting, and recording equipment. For virtual or online events this will include a virtual platform for recording and producing the Lattice Event, provided unless otherwise agreed to by Lattice, Speaker is responsible for providing their own equipment or device capable of connecting to such platform. If Speaker requires or desires any non-typical equipment or support, Speaker must provide Lattice with sufficient notice for Lattice to reasonably be able to procure the same. Lattice has no obligation to grant or comply with any such request, and is entitled in its sole discretion to reject any such request for any reason.

#### Term, Termination, and Survival

The term of these Speaker Terms will commence on the Effective Date and continue until completion or cancellation of the applicable Lattice Event, unless sooner terminated in accordance with the terms set forth herein.

Lattice has the right to terminate these Speaker Terms and cancel Speaker's appearance or presentation at any time, effective immediately, for any reason or no reason, on written notice (e-mail sufficient) to Speaker or, where applicable, Speaker's employer or authorized representative.

Speaker may terminate these Speaker Terms by giving written notice to Lattice if Lattice: (i) materially breaches the Speaker Terms and fails to remedy such breach within 30 days of Speaker's notice given to Lattice; (ii) materially breaches the Speaker Terms where such breach is not capable of remedy; (iii) if Lattice becomes insolvent, files a petition for bankruptcy, or commences, or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (iv) Lattice announces that the Lattice Event, or the relevant part thereof, is canceled and will not be rescheduled or will be postponed indefinitely or to a time that makes Speaker's appearance or presentation materially impracticable, or Lattice substantially changes the nature or requirements of Speaker's planned presentation at the Lattice Event.

Following any termination or expiration of these Speaker Terms, the rights and obligations of the parties in these Speaker Terms which, by their nature, should survive termination or expiration of these Speaker Terms, will survive any such termination or expiration of these Speaker Terms.

#### Speaker's Content Release

Lattice may desire to share Lattice Event content beyond and following the Lattice Event. As such, sessions held during the Lattice Event may be photographed and recorded, and made publicly available through the Lattice website and digital properties, as well as third-party platforms including those of Lattice's partners, sponsors, or social media platforms.

In consideration for the platform provided to Speaker at or through the Lattice Event, the Speaker grants Lattice the right and all necessary licenses to make recordings of and take photographs of Speaker's presentation at the Lattice Event ("**Recordings**") and to (i) copy, reproduce, distribute, publish, broadcast, display, edit, translate, make derivatives of, or otherwise disseminate the Recordings, in whole or in part, without any further approval from the Speaker, throughout the world, in perpetuity, in any and all media now known or hereafter developed, (ii) use the Recordings for educational purposes, commercial purposes, publicity, and promotion of Lattice and Lattice Events in general. This grant to Lattice includes, but is not limited to, the right to use the Recordings either alone or together with supporting information, such as Speaker's name, voice, photograph, likeness, and biographical data.

Speaker agrees to release Lattice, and its officers, licensees, and assignees, from any and all claims Speaker or any third party may have arising out of Speaker's participation in the Lattice Event and the uses of any Recordings. Additionally, Speaker expressly waives any rights to royalties or other compensation it may have arising from or related to Speaker's presentation, appearance, or Content.

This release, including the rights and licenses granted hereunder, is intended to survive the expiration or termination of these Speaker Terms, and accordingly there is no time limit on the validity of the same, nor is there any geographic limitation hereunder on where the Recordings (in whole or in part) may be distributed.

Speaker represents and warrants to Lattice that Speaker is authorized to grant to the licenses, rights, and release set forth herein above.

#### Intellectual Property

Speaker owns all intellectual property in the Content and nothing in these Speaker Terms transfers any intellectual property to Lattice. In order for Lattice to obtain the full benefit of Speaker's presentation, Speaker grants Lattice the rights and licenses set out in the Speaker's Content Release provision, as applicable. Speaker warrants that the Content is an original work and does not infringe on the rights of any third party, including without limitation intellectual property rights. To the extent that the Content contains any third party intellectual property rights (other than Lattice materials), Speaker warrants that Speaker has obtained from such third party the unrestricted, perpetual, worldwide permission for Lattice and its licensees to use such intellectual property rights in the Content for the purpose of the Lattice Event and in accordance with the licenses granted in these Speaker Terms. All such third-party intellectual property rights must be identified and acknowledged by Speaker in the Content.

Speaker will indemnify and keep Lattice indemnified at all times against any and all actions, claims, proceedings, costs, and damages, and all legal costs and other expenses reasonably incurred by Lattice, or for which Lattice may become liable, with respect to any intellectual property rights infringement claim relating to or arising out of Speaker's Content or presentation, or otherwise arising from or related to Speaker's participation in a Lattice Event.

#### Confidentiality

If selected to appear or present at a Lattice Event, Speaker may have access to Lattice's information, which will be deemed "**Confidential Information**" if identified as such by Lattice or if the information by its nature is normally and reasonably considered confidential, such as information regarding products, methodology, research, customers, business partners, business plans and any information that provides a competitive advantage, or information that would cause Lattice irreparable harm if disclosed without Lattice's authorization. Speaker agrees to maintain Lattice's confidentiality and will not make any unauthorized Use of any private or Confidential Information about Lattice, the Lattice Parties, Lattice's customers, or Lattice's private or financial affairs, as the case may be. This restriction does not apply to any information which is already in, or comes into, the public domain otherwise than through Speaker's unauthorized disclosure. Notwithstanding these terms, the provisions of this Clause will survive any expiration or termination of these Speaker Terms.

#### Promotional Rights

Lattice shall have the exclusive right to: publicly promote Speaker's participation in the Lattice Event and Speaker's presentation in a manner of Lattice's choosing, which may include use of Speaker's biography and likeness, both before and after the Lattice Event. Upon Lattice's request, Speaker must timely provide Lattice an approved biography and image or likeness of Speaker for Lattice's use promoting the Event. Lattice may, but will not be required, to seek Speaker's approval for Lattice's use of the approved biography or likeness as contemplated hereunder.

Lattice will promote the Lattice Event in Lattice's sole discretion, and does not provide any promises or warranties that the intended participants or attendees can or will attend, view, or participate in the Lattice Event, or that any promotion or publicity expected or desired by Speaker will be generated.

Speaker may promote the Lattice Event only in accordance with Lattice's instructions or prior written approval, and at all times subject to these Speaker Terms and where applicable any Lattice Event Terms and Conditions, provided that such promotional initiatives and any cost associated therewith will be the sole responsibility of the Speaker. In addition, Speaker will neither have any authority to bind or commit Lattice in any manner nor will Speaker represent to any person that it is an agent of Lattice or is otherwise authorized to bind Lattice to any transaction.

#### Relationship

As between Lattice and Speaker, Speaker understands and agrees that Speaker is an independent contractor and that Speaker is not Lattice's employee, worker, partner, or agent. If applicable, Speaker shall be solely responsible for the payment of their income tax and insurance and Speaker is not entitled to the provision of any employee benefits from Lattice nor will Lattice be required to pay any sick pay, holiday pay, or insurance on behalf of Speaker. Speaker at all times remains responsible for the payment of any and all taxes of any kind resulting from the services Speaker performs in relation to a Lattice Event.

Speaker agrees to indemnify and keep Lattice fully indemnified against all costs (including legal costs), claims, demands, deductions, contributions, assessment, expenses, penalties, fines, interest, and liabilities arising out of or in connection with (i) any claim, finding, or determination that Speaker is an employee, worker, or agent of Lattice (including Lattice's costs of terminating any employment or alleged employment), (ii) any claim, finding, or determination by the relevant tax or regulatory authorities that Lattice is obliged to make tax or insurance (or equivalent) contributions or social security contributions on the basis that Speaker is, or deemed to be, an employee, worker, or agent of Lattice, and/or (iii) any breach by Speaker of the warranty above.

#### Limitation of Liability

Speaker understands and agrees that Lattice and its shareholders, officers, directors, employees, agents, independent contractors and representatives (the "**Lattice Parties**") will not be liable for, and Speaker assumes all such risk and expressly releases the Lattice Parties from, any direct, indirect, consequential, punitive, special, or any other damages, losses, suits, claims, causes of action, liabilities, expenses, costs, and attorneys' fees incurred arising from or in relation to Speaker's appearance at, participation in, or otherwise in connection with a Lattice Event or these Speaker Terms, whether the events giving rise to the same occur prior to, during, or after a Lattice Event. Speaker further agrees to indemnify, defend, and hold harmless the Lattice Parties from any and all losses, damages, fines, suits, claims, causes of action, liabilities, expenses, costs, and attorneys' fees incurred arising from or in relation to Speaker's appearance at, participation in, or otherwise in connection a Lattice Event or these Speaker Terms, whether the events giving rise to the same occur prior to, during, or after a Lattice Event.

#### Assignment

Speaker acknowledges and agrees that Speaker has no right to assign, transfer, delegate, or subcontract any of Speaker's rights or obligations under these Speaker Terms without the prior written consent of Lattice. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No attempted assignment, transfer, delegation, or subcontract will relieve Speaker of any of Speaker's obligations hereunder. Notwithstanding the foregoing, if Speaker is unable to perform their obligations hereunder, Speaker may, with the prior written approval of Lattice, appoint a suitably qualified and skilled substitute to appear or present in place of Speaker, provided that any such substitute will be required to enter into direct Speaker Terms with Lattice, including with regard to confidentiality.

Lattice may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under these Speaker Terms without Speaker's prior written consent.

#### General

Except where Speaker subsequently enters into a separate agreement with Lattice that supersedes some or all of the provisions of these Speaker Terms, these Speaker Terms constitute the entire agreement between Speaker and Lattice. Each party agrees that they do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Speaker Terms. The rights and liabilities of the parties hereto are binding on, and shall inure to benefit of, the parties and their respective successors and permitted assigns. Any variation to the provisions of these Speaker Terms will have no effect unless expressly agreed in writing and signed by a duly authorized representative of Lattice. These Speaker Terms and all matters arising out of or relating to these Speaker Terms or a Lattice Event, whether in contract, tort, by statute or otherwise, are governed by and construed in accordance with the laws of the State of California, without giving effect to the conflict of law provisions, and the parties agree to submit to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, except that Lattice Events organized primarily by Lattice Technologies Limited are governed by and construed in accordance with the laws of England and Wales, without giving effect to the conflict of law provisions, and in such cases the parties agree to submit to the exclusive jurisdiction of the English courts. Speaker hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to these Speaker Terms or a Lattice Event.

