1. The Appearance Fee paid by Client is only for the appearance, activity, and time period listed. No additional speeches, personal appearances, interviews, or additional activities beyond those described herein shall be planned by Client, unless agreed upon by Client and Keynote Speakers, Inc. (hereinafter referred to as KEYNOTE), in a separate written agreement signed by both parties.

2. Because this Agreement removes Speaker from his/her marketplace on the date(s) agreed upon, the following cancellation charges will apply: If Client cancels the engagement more than sixty (60) days prior to the scheduled date of the engagement, 50% of the Appearance Fee is due and payable. If Client cancels the engagement 60 days or less prior to the scheduled date of the engagement, then the entire Appearance Fee shall be due and payable. In addition, Client shall be responsible for all non-refundable travel arrangement or other event preparation costs incurred by the Speaker.

3. In the event this Agreement is cancelled by the Speaker, KEYNOTE and Speaker will not have any liability for expenses or losses incurred by Client, including but not limited to advertising or promotion costs. In such a circumstance, KEYNOTE will attempt to provide a comparable speaker who is acceptable to the Client. KEYNOTE agrees to refund to Client any payments received from Client in the event the Speaker cancels his/her Agreement with KEYNOTE and KEYNOTE is unable to provide a comparable speaker who is acceptable to Client.

4. No party shall be liable for a delay in performance or failure to perform its obligations under this Agreement if such delay or failure is due to acts of God or any other event beyond the control of the parties, including, without limitations, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government action or power failure, provided, however, that the party who is unable to perform resumes performance as soon as possible following the end of the event causing delay or failure. This Section shall in no way limit the right of either party to this Agreement to make any claim against third parties for any damages suffered due to said causes.

5. The Speaker is an independent contractor and assumes all responsibility for withholding tax, Social Security, public liability and workman’s compensation insurance. KEYNOTE shall not be responsible in any way for the Speaker’s acts, omissions, statements, or any commitment made by the Speaker to Client directly.

6. KEYNOTE does not guarantee performance of the engagement by the Speaker. KEYNOTE acts only as the Speaker’s agent and is not responsible for any act of commission or omission on the part of either the Client or the Speaker. Client agrees to indemnify KEYNOTE and each of their officers, directors, employees, successors and assigns (all hereinafter referred to in this clause as “KEYNOTE”) from and against any proved or alleged claims, demands or suits, or any losses, damages, liabilities, fines, penalties and expenses (including attorney’s fees) that, in any way arise out of, relate to or result from the services performed under or in contemplation of this Agreement. Client agrees to defend KEYNOTE, at KEYNOTE’S request, against any such claim, demand or suit. KEYNOTE shall have no indemnity obligations to Client.

7. Client shall not promote or advertise this program until signed copies of this Agreement and all required deposits have been received by KEYNOTE. It is understood that the Speaker is not endorsing the sponsoring organization or any party affiliated therewith and shall not be advertised or promoted as doing so. KEYNOTE reserves the right to declare this Agreement null and void if the Agreement or funds are not received as provided and prior to Speaker’s departure.

8. In the event the Speaker is unavoidably delayed, but arrives and presents his/her program in full as directed by the Client, the engagement will be deemed to be completed as agreed, and all fees and expense charges apply.

9. Client agrees to provide a suitable place and suitable equipment for the Speaker to present to Client’s audience, including but not limited to a properly heated and lit room that is in good condition and a suitable working public address system together with all necessary stage accessories. Client agrees to limit the audience to no more than the legal number permitted at the place of engagement. Client agrees to obtain all necessary licenses and insurance, pay any and all state and local taxes, and pay any other fees levied by the jurisdiction where the speaking engagement is to take place, as required for the completion of this engagement.

10. Client agrees to maintain the confidentiality of the terms, conditions, and arrangements contained in this Agreement and may be held liable for any damages as a result of any breach of this confidentiality, whether negligent or intentional. The Client agrees that the Speaker will maintain the rights to his/her materials, intellectual property and speech content.

11. Client will provide up to two (2) complimentary tickets or passes to the engagement for KEYNOTE personnel, upon request from KEYNOTE.

12. This Agreement may not be changed orally by either party. This agreement shall be governed by and construed in accordance with the laws of the State of California without reference to the choice of law provisions thereof. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in the State of California in the Superior Court of the County of San Mateo. All parties to this Agreement hereby agree to submit to the jurisdiction of the aforementioned court should a dispute arise under this agreement.

Each party will bear their own costs, expenses and attorneys’ fees arising out of and/or connected with any disputes and all matters arising out of or connected therewith except that, in the event any action is brought by any party to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and costs in addition to all other relief to which that party or those parties may be entitled.