

Speaker Engagement Terms and Conditions

These speaker engagement terms and conditions ("*Agreement*") govern the relationship between National Mortgage Insurance Corporation ("*Company*") and any person providing speaking services for or on behalf of Company ("*Speaker*"). Speaker and Company are each sometimes referred to herein as a "*Party*" and collectively, the "*Parties*." The Parties hereto agree as follows:

1. **Services.** Company engages Speaker to provide the speaking services at the time and location ("*Event*") as agreed by the parties in writing ("*Services*") and pursuant to Company's reasonable instructions in connection therewith.
2. **Payment.** As full and complete consideration for the Services and any and all rights granted herein by Speaker, Company shall pay Speaker the amount agreed by the Parties in writing ("*Fee*") in U.S. Dollars. The Fee shall be earned upon completion of the Services and paid within 30 days of the Event. Speaker shall provide Company with an invoice not later than the date of the Event. Other than the Fee, no other amounts shall be due and owing to Speaker of any kind. Speaker is responsible for any travel and related expenses.
3. **Ownership and Licensed Rights.**
 - (a) **Speaker owns the Speech.** As between the Parties, the content of Speaker's Services ("*Speech*") shall be owned by Speaker, subject to Company's rights in and to any elements incorporated therein that are owned or licensed by Company.
 - (b) **Company's right to record and distribute the Speech.** Except as otherwise agreed in writing by the Parties, Company shall be granted a limited, fully paid-up, non-transferable, non-sublicensable, worldwide and perpetual right and license ("*License*") to record and share the Speech, along with Speaker's name, image, likeness ("*NIL*"), and biography, in whole or in part:
 - (i) On Company's websites and social media accounts;
 - (ii) In Company's marketing and advertising materials (including its newsletters and brochures); and
 - (iii) with current and/or potential customers, such as at business and client development meetings.
 - (c) **Time Limitation.** Notwithstanding the foregoing and unless otherwise agreed by the Parties in writing, Company shall remove recorded copies of the Speech from Company's owned or controlled websites no later than twelve (12) months after the date on which the Speech was recorded. Nothing in this subsection shall be interpreted to require Company to remove social media posts promoting the Speech.
4. **Promotion of Event.** Company shall be entitled to include Speaker's NIL and biography on materials promoting the Event.

5. Confidentiality. Each Party ("*Recipient*") shall take all commercially reasonable steps to protect proprietary and confidential information and materials (hereinafter "*Confidential Information*") provided by the other Party or its representatives ("*Discloser*") from improper disclosure. Confidential Information shall not include information previously known to Recipient or materials to which Recipient had access prior to the provision of such information or materials by Discloser; information or materials that are now or later become publicly known; information or materials provided to Recipient by a third party not bound by a duty of confidentiality to Discloser; information or materials independently developed by a Party without use of any Confidential Information of the other Party; or information or materials approved for release or disclosure by the Discloser without restriction. Recipient shall inform Discloser of all inquiries into, or requests for, Discloser's Confidential Information by third parties and shall disclose Confidential Information to such third parties only when legally compelled to do so and after notice to Discloser (where permitted), or when authorized or instructed by Discloser. Additionally, each Party agrees that prior to providing Confidential Information to any employee or agent, such Party will: (1) confirm that such provision is required in order to fulfill its obligations ; and (2) require each such individual be bound by confidentiality obligations not less stringent than those set forth herein with respect to the information. Confidentiality obligations shall continue for a period of three (3) years following the Term unless a longer period is required by applicable law.

6. Term and Termination.

- (a) **Term.** Subject to subsection (b) below, the term of this Agreement shall commence as of the date on which the Parties agree in writing that Speaker will provide Services at an Event and continue until the Services have been fully rendered ("*Term*").
- (b) **Termination.** This Agreement may be terminated by either Party without further liability or obligation to the other Party if: (i) the other Party violates any applicable law, rule, regulation, or ordinance materially impacting the Services; (ii) the other party otherwise materially breaches any provision, warranty, or representation of this Agreement, and, if such breach or violation is curable, it remains un-remedied after the breaching party is provided with a reasonable cure period; (iii) the other Party acts in a manner that would be considered immoral, illegal, indecent, harassing, lewd, incendiary, defamatory, libelous, or otherwise patently offensive, and such behavior has caused, or could reasonably cause, harm to the reputation of the complaining Party and/or its affiliates; or (iv) the other Party becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business, or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency or protection of the rights of creditors.

7. Representations and Warranties.

- (a) Each Party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to carry out the terms and conditions contained herein without violating any law; and (ii) the performance by such Party of its obligations and duties hereunder do not and will not violate or conflict with any agreement to which such Party is a party or by which it is otherwise bound.

(b) Speaker further represents and warrants that it holds all rights necessary to render the Services and grant the rights herein granted without violating any third party right of any kind (including without limitation, any worldwide copyright, trademark, patent, trade name, publicity right, privacy right and/or other intellectual property right of any kind) and/or any applicable law, rule, or regulation.

8. Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND/OR EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE FEE PAID OR PAYABLE HEREUNDER TO SPEAKER. ANY CLAIMS MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR FOREVER BE BARRED.

9. Independent Contractor. Speaker understands and agrees that, as an independent contractor, Speaker will not be treated as an employee of Company. Accordingly, Company will not withhold from the Fee it pays to Speaker any amount for taxes, including, without limitation, Income, Social Security, Medicare or any other taxes. Additionally, neither Party shall have any ability to bind the other Party to any agreements or other obligations and will not attempt to do so at any time.

10. General.

(a) **Force Majeure.** Neither Party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, failure of an essential supplier, strikes, lockouts, fires, acts of God, health related pandemics, government shut-downs, or terrorism, or other events similar to any of the foregoing.

Notwithstanding the foregoing, the affected Party shall promptly provide written notice thereof to the other Party, which notice shall include a detailed description of the event of force majeure along with the affected Party's best estimate of the length of time such event will delay or prevent performance hereunder. Additionally, the affected Party shall use reasonable efforts to limit the impact of the event of force majeure on its performance hereunder.

(b) **Governing Law.** This Agreement shall be governed by the laws of California without regard to its conflict of laws principles. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any court located in the courts of the State of California sitting in the County of Alameda and of the United States District Court for the Northern District of California. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

(c) **No Assignment.** Speaker may not assign or otherwise transfer this Agreement or any of its obligations hereunder, in whole or in part, without the prior written consent of Company in each instance.

(d) **Severability.** In the event that any term of this Agreement is deemed to be invalid, illegal, or otherwise unenforceable: (1) the Parties shall use all reasonable efforts to negotiate in good faith to

amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Agreement in the first instance; and (2) the remaining provisions hereof shall continue in full force and effect.

- (e) **Waiver.** Waiver by either Party of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition or of any later breach of this Agreement.
- (f) **Entire Agreement.** This Agreement along with any additional writings referenced herein represents the entire understanding between the Parties and supersedes all previous and contemporaneous verbal or written negotiations or agreements, if any, on the subject matter hereof. No modification of this Agreement shall be effective unless set forth in writing and confirmed by a duly authorized representative of each Party hereto.
- (g) **Survival.** The rights, duties, obligations and liabilities of the Parties which are intended to survive shall survive the termination of this Agreement, including without limitation, the terms addressing confidentiality, ownership, representations & warranties, limitations on liability.