

Speaker Agreement: 20250304-L Mobile World Capital Barcelona Spain

Please return this Agreement by: Tuesday, November 26, 2024

Speaker	
Event	
Client	
Primary Contact	
Contract Signatory	

Audience Demographics

MWC Barcelona: 100K+ attendees from over 200 countries

Talent Arena 2025: 15k+ attendees from over 50 countries. Event within the framework of the MWC Barcelona 2025 focused on talent, digital companies and national and international training centers and with an audience of experienced professionals (senior) and young talents (junior) in the field of technology

Financials

\$226,285.50 (210,000,00€ + taxes as per the exchange rate on the day of invitation to the public bidding procedure, i.e., 28 October 2024) is the total Appearance Fee to be paid by the Client and total amount due to Speaker via wire transfer as per the following schedule:

• **Deposit:** 50% of the Gross Speaker Fee(\$113,142.75) due on or before Friday, December 6, 2024

• **Balance:** 50% of the Gross Speaker Fee(\$113,142.75) due on or before Tuesday, February 18, 2025

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About the Client

Fundació Barcelona Mobile World Capital Foundation (hereinafter, "MWCcapital") is a public-private organization that activates the strategic potential of technological and digital innovation for society. Its vision is to highlight current and future opportunities arising from the transformation and evolution of the economic, scientific, educational and social environment, promoting the generation of knowledge and the development of solutions and initiatives to address the challenges faced by interconnected and global citizens. Its mission is to promote the mobile and digital transformation of society with the aim of improving the lives of people globally.

<https://mobileworldcapital.com/en/about-us/>

Type of Event / About the Event



Public, ticketed

About the Event:

Talent Arena 2025 event within the framework of the MWC Barcelona 2025
MWC (known as “Mobile World Congress”) is one of the world's leading events in the mobile industry. With its leadership conferences and exhibitions showcasing cutting-edge technologies and products. MWC attracts executives from the world's largest and most influential companies in the mobile industry and adjacent sectors, as well as government delegations.

<https://www.mwcbarcelona.com/>

Press and Media

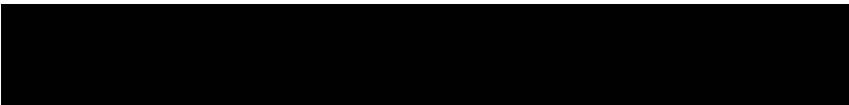
Speaker's Dress Code

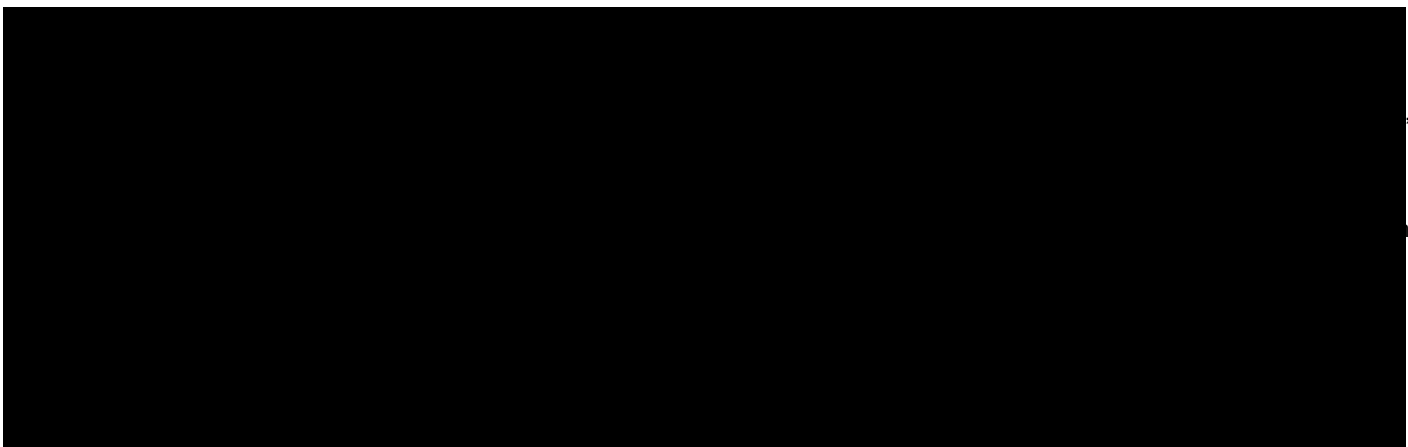
Topical Focus for Chat

Speaker's Contractual Obligations (“Appearance”)

Schedule of Appearance for Contractual Obligations

Promotion / Recording / Exclusivity

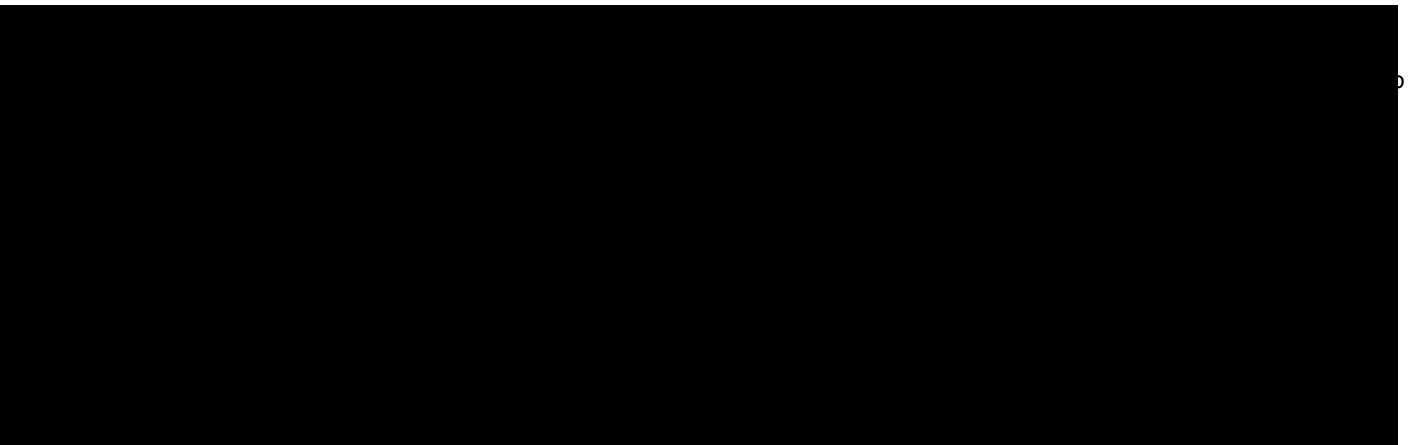




Event Venue

Montjuic venue of Fira de Barcelon, Hall 8
Av. de la Reina Maria Cristina, s/n, Sants-Montjuïc, 08004, Barcelona (Spain)
+34932332020
<https://www.firabarcelona.com/en/montjuic/>

Speaker's Hotel



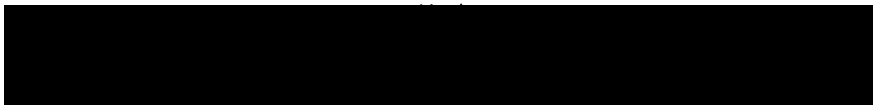
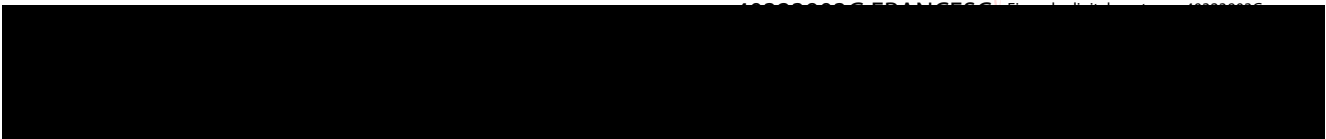
Nearest Major Airport to Event Location

Aeroport Josep Tarradellas Barcelona-El Prat (BCN)
● Approximate driving time/distance to/from Event Venue and Airport? 30 minutes / 7 miles
● Approximate driving time/distance to/from Speaker's Hotel and Airport? TBD
● Approximate driving time/distance to/from the Speaker's Hotel to the Event Venue? TBD



OBO Steve Wozniak

OBO MWCcapital



ADDITIONAL CONDITIONS OF THE AGREEMENT:

No additional activities or responsibilities shall be expected of the Speaker, unless expressly contained as a part of the terms of this Agreement. The representative of the Speaker, in signing this Agreement, warrants that (s)he signs as the duly authorized representative of the Speaker to commit the Speaker to the activities herein. The maximum amount due from Speaker in the event of any material breach of this Agreement by the Speaker, is the full return of all monies paid to date by the Broker and/or Client. Any claims will be handled via arbitration as outlined below. No alterations or additions to this Agreement may be made without both signatories' written approval via a fully executed Addendum or mutually initialed and dated change to this Agreement. If any provision of this Agreement is found to be invalid, illegal or unenforceable it will be severable from this Agreement and the remaining provisions will not be affected and will remain legal and enforceable. This Agreement represents the entire Agreement between the parties with regard to the Event(s) and supersedes and replaces any Agreement(s) between the Parties that specifically relate to this Appearance. This Agreement is binding on all Parties signing this Agreement and all payments made are non-refundable except in the specific cases below.

Non-Performance: Speaker reserves the right to declare this Agreement null and void if payment is not received as provided in this Agreement and/or if the information due from the Client, via Broker, is not provided per the deadlines herein and no mutually agreeable remedy can be found and memorialized in a signed addendum. The Speaker materially relies on the timely and complete receipt of all such information and payments to allow for a professional and organized experience for the Client and Speaker on-site.

Assignability: Speaker is an independent contractor and not the servant, employee, partner or agent of the counter-signing Party or entity. The Broker and/or Client will not assign, either directly or indirectly, this Agreement, sell or sublicense any or all of its rights under this Agreement in whole or in part without the prior written consent of Speaker. If this appearance is via Broker, no contractual relationship exists with the Client and the Speaker.

Breach: No provision of this Agreement and no breach by either party of any such provision will be considered to have been waived unless such waiver is in writing, signed by both parties, via a fully executed Addendum to this Agreement. The written waiver by a party of any breach of any provision of this Agreement will not be deemed a waiver of such provision or of any subsequent breach by the other party of the same or any other provision of this Agreement.

Force Majeure: In the event performance of any obligation under this contract by either party is prevented due to acts of God, exchange controls, export/import controls, any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, epidemics, pandemics, or any other cause beyond the reasonable control of a party, that party shall not be responsible to the other parties for failure or delay in performance of obligations under this contract. Each party shall promptly notify the other parties of such Force Majeure condition. Force Majeure shall not exempt, but merely suspend, any party from duty to perform obligations under this contract until as soon as practicable after Force Majeure condition ceases with no changes or additions to Speaker Fee.

Cancellation: If Broker (on Client's behalf) cancels this Contract for any reason other than Force Majeure a cancellation fee will apply. If such notice is provided more than sixty (60) days prior to the Event Date, Speaker shall be entitled to 50% of the Speaking Fee. If such notice is provided sixty (60) days or less prior to the Event Date, Speaker shall be entitled to 100% of the Fee.

If Speaker is unable to perform and cancels this Contract for any reason other than Force Majeure, Speaker agrees to immediately refund all monies received from Broker.

Jurisdiction: This Agreement shall be governed in accordance with the laws of the state of California and the courts in Santa Clara County, California shall have exclusive jurisdiction.

Controversy: Any controversy or dispute relating to or arising under this Agreement that cannot be resolved via a direct, recorded (at the originating party's request) phone conversation between Speaker, Broker, and/or Client shall be resolved by arbitration in accordance with the rules then existing of the American Arbitration Association (AAA). Any arbitration hereunder shall be before a single arbitrator chosen by the American Arbitration Association, and judgment upon the award rendered may be entered in any state, federal or other court having jurisdiction. All parties agree to the timely and full remittance of their respective half of all required arbitrator deposits and expressly agree not to withhold payment of said deposits or arbitrator payments requested by the AAA. The originating (claimant) party is responsible for the timely payment of all filing fees. The prevailing party shall be entitled to reimbursement from the other party for all direct and verifiable costs and expenses (including all filing fees and arbitrator's fees) incurred by the prevailing party in connection with such controversy or dispute. The place of arbitration will be Santa Clara County, California, USA.

Indemnification. Each Party (Speaker, Client, Broker) shall each indemnify, release, defend and hold harmless the other Parties (including their directors, officers and employees) from and against any claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of a third Party claim, action, or proceeding, based directly or indirectly arising from or relating to its performance under this contract. Except for willful misconduct or gross negligence, no Party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages including, lost profits, each Party's aggregate liability being limited to the other Party's direct damages.

Miscellaneous: Speaker retains ownership of all of the Speaker's intellectual property. Copyright in any of the material or ideas used for, or in connection with, the Appearance shall be, and will remain, vested in the Speaker. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed as creating an employer-employee relationship, joint venture, or partnership. No party to this Agreement shall have any right to act on behalf of, or bind, the other party for any purpose. This section shall survive any termination of this Agreement.

