

SPEAKER SERVICES AGREEMENT

This SPEAKER SERVICES AGREEMENT (“Agreement”) is made and entered into as of November 22, 2024 (the “Effective Date”), by and between Kozyr LLC a Florida corporation, with its principal place of business in Miami, Florida (“Kozyr”), and Fundació Barcelona Mobile World Capital Foundation, a Spanish Foundation (“Company”).

Kozyr:

Company:

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kozyr and Company agree as follows:

AGREEMENT

- I. **CONDITION PRECEDENT.** Kozyr’s obligations under this Agreement are expressly conditioned upon Kozyr’s receipt of (i) copies of the Agreement executed by Company, and (ii) an advance payment of \$22,500. This advance payment covers preparatory work which will commence promptly upon receipt as well as the right to advertise the Speaker’s participation in the Event..

Kozyr has been expressly and validly authorized by Speaker (as defined below) to furnish the services of Speaker, including in the name and on behalf of Speaker, on an exclusive basis and for the entire world, and grant Speaker’s rights in and to the name, likeness, image, performance, mannerisms and voice and any other personal detail of Speaker, as well as any Speaker’s proprietary right and/or right of commercial exploitation relating to Speaker’s professional services and to negotiate and cash the fees in respect of each use by third parties of such Personal Details and/or Services.

II. SERVICES.

- A. **Description of the Services.** Kozyr agrees to procure the Speaker to render, in a timely and professional manner, all the services and functions customarily performed in connection with a professional speaking engagement or series of engagements (the “Services”). The Services are more specifically set forth on Exhibit A (the “Statement of Work”), attached hereto and incorporated herein by this reference.
- B. **Schedule and Delivery.** Kozyr shall use commercially reasonable efforts to perform the Services in accordance with the schedule set forth in the Statement of Work, subject to delays which may be caused by an event of “Force Majeure” (i.e., the occurrence of an act of God, strike, labor troubles, war, fire, riot, earthquake, act of public enemies, terrorism, actions of governmental authorities (federal, state or local), unavailability of power, transportation, materials or equipment failure or for any other reason beyond the reasonable control of Kozyr).
- C. **Permission to Photograph and Record.** Except as otherwise provided in the Statement of Work, the parties agree that Company may capture photographs, audio, and video footage (the “Recordings”) of Kozyr’s performance of the Services, but may not use any portion of such Recordings for any purpose without Kozyr’s prior written consent in each instance, to be granted or withheld in Kozyr’s sole discretion. Company agrees that it will not use flash photography during the presentation and will not broadcast (or stream) all or any portion of the Services without Kozyr’s prior written consent in each instance, to be granted or withheld in Kozyr’s sole discretion. Company agrees to provide Kozyr with full and complete copies of all the Recordings and materials created in connection with this Section II.C. within twenty one (21) business

days after their creation. Company grants Kozyr ownership of these recordings, while retaining the right to store them for up to five (5) years. Whenever Kozyr provides written permission to use specific Recordings, it will be understood Kozyr is granting Company a perpetual license for the use specified in writing, unless explicitly noted otherwise. Company agrees that it will not use the Recordings for the purposes of training artificial intelligence models or digital twins of the Speaker.

- D. **Publicity.** After such time as Kozyr has confirmed in writing receipt of the advance payment, Company shall be allowed to publicize the Services utilizing only materials provided by Kozyr to Company for such purpose. All materials found on Kozyr’s website shall be deemed materials provided for this purpose and may be used freely by the Company provided no substantive modifications are made. Kozyr shall, at its option, provide additional materials, if at all, not later than twenty (20) days prior to the date of the Services set forth in the Statement of Work. Company shall not publish any materials advertising the Services without Kozyr prior written approval for each proposed advertisement.
- E. **Ownership; Disclaimer.** Company hereby acknowledges that Kozyr owns all right, title, interest, and intellectual property rights in and to the Services, the results and proceeds of the Services, and the speaker’s name, likeness, bio, and headshot (the Kozyr Property). Company hereby acknowledges that Kozyr does not grant Company any licenses to any Kozyr Property, or any other intellectual property, other than as expressly set forth in this Agreement.

III MONETARY PROVISIONS.

- A. **Rate; Payments.** In consideration of Kozyr’s performance of the Services, Company agrees to pay to Kozyr the Services Fee of \$22,500, which is the remainder of the Total Speaker Fee of \$45,000 within twenty-one (21) days after the Services date set forth in the Statement of Work. All fees due hereunder are stated and shall be payable in U.S. dollars. Company is responsible for any processing fees so that the total payment received in Kozyr’s account is the fixed amount above. All payments shall be completed by Company’s choice of one of the following: (i) check at 100% of owed amount made out to Kozyr LLC mailed to address specified in the face sheet of this Agreement or (ii) ACH payment at 100% of owed or (iii) card payment at 103.63% of amount owed for US payments or 105.26% of amount owed in USD for international payments. Outstanding amounts not paid when due shall accrue interest at the lower of 1½% per month or the highest monthly rate allowed by applicable law, whichever is lower, from the date due until paid. The obligation to pay and the payment of any such interest shall not operate to extend any payment due date, and Kozyr waives no rights by accepting late payment with interest. Company undertakes to cover

all and any collection costs associated with recovering payment, a process which will be initiated after at least 6 months of non-payment.

- B. Expenses.** Except as otherwise expressly provided in the Statement of Work, Company shall make all arrangements and pay for all costs and expenses associated with Kozyr's travel (business-class airfare and/or automobile for the Speaker and her assistant), and accommodations (four-star or five-star hotel for the Speaker and her assistant). Company shall finalize all such arrangements and shall provide Kozyr with an itinerary by no later than ten (10) business days prior to the Services date set forth in the Statement of Work. Company also shall reimburse Kozyr for its other reasonable costs and expenses incurred in connection with the Services (including, without limitation, meals, ground transportation, equipment, and materials). Notwithstanding anything to the contrary contained in this Agreement, Company shall be responsible to provide all equipment and facilities reasonably necessary for Kozyr to provide the Services (including, by way of example, an industry standard computerized audio-visual presentation system compatible with PowerPoint or other prevailing presentation software). Any amounts payable by, or costs or expenses to be covered by Company, are exclusive of and separate from the fees payable to Kozyr hereunder in accordance with Sections I, III.A., and as may be set forth in the Statement of Work.

- IV Taxes.** All amounts payable by Company herein are exclusive of (and Company shall be solely responsible for) all sales taxes, use taxes, withholding taxes, value added taxes, and any other similar taxes imposed by any federal, state, provincial, or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based upon Kozyr's net income. When Kozyr has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Company unless Company provides Kozyr with a valid tax exemption certificate authorized by the appropriate taxing authority.

V TERM; TERMINATION.

- A. Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue through the date of Services set forth in the Statement of Work (the "Term") unless earlier terminated pursuant to this Section IV.
- B. Termination for Breach.** Either party may terminate this Agreement at any time in the event of a material breach by the other party that remains uncured after (a) in the event of a monetary breach, five (5) days following written notice thereof, and (b) in the event of a non-monetary breach, thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either party.
- C. Termination for Insolvency.** Either party may terminate this Agreement immediately following written notice to the other party if the other party (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days, or (iv) makes an assignment for the benefit of creditors.
- D. Termination for Convenience.** If Kozyr determines at any time and in its sole discretion that, due to progress of the development, market conditions, or for any other reason, Kozyr desires to terminate this Agreement, Kozyr may do so by giving twenty (20) days prior written notice to Company, without further liability of any kind to Company except for prompt refund of the advance fee.

- E. Cancellation, Delay, and Non-Appearance.** Should the Speaker be delayed, Kozyr will notify the Company. Notwithstanding any provisions to the contrary, should the Speaker be delayed but arrive and Company allows Speaker to present his/her keynote address, lecture, speech, Virtual Event, or main performance, the Fee, and all travel expenses and costs, shall be due, if not already paid, immediately in full to Kozyr on behalf of the Speaker, without setoff. In the event of Speaker's cancellation or non-appearance at the Event due to Speaker's illness or accident or other causes commonly referred to as force majeure, neither party, nor any representative, shall be liable for any further payment. In the event that the Speaker is unable to attend the event (for a reason other than Force Majeure), any monies paid by Company toward the Fee shall be returned and this Agreement shall be null and void.

- F. Company Termination.** Should the Company cancel the Speaker's performance (for a reason other than Force Majeure) more than ninety (90) days prior to the event, fifty (50%) percent of the total Fee shall be forfeited and immediately due if not previously paid to Kozyr. Should the Company cancel the Speaker's performance (for a reason other than Force Majeure) ninety (90) days or less prior to the event, the full contracted Fee shall be forfeited and immediately due if not previously paid to Kozyr. The Company shall also be responsible for arranging and paying for all of the travel and accommodation expenses originally agreed prior to Termination.

- G. General Termination Matters.** All liabilities accruing up to the expiration of the Term or any termination of this Agreement shall survive such date. Notwithstanding any law to the contrary, neither party shall be liable to the other, by reason of its termination of this Agreement in accordance with the provisions hereof, for any premium or lost profits.

- H. Survival.** The following provisions shall survive the expiration of the Term or any termination of this Agreement: Sections III., V., VI., VII., VIII., and X.

- VI REPRESENTATIONS, WARRANTIES, AND INDEMNITIES.** Company represents and warrants that it has the full corporate right, power, and authority to enter into this Agreement and to perform the acts required of it hereunder, and that the execution and delivery of this Agreement by Company, and the performance by Company of its obligations hereunder, do not and shall not violate any agreement to which Company is a party or by which it is or will be otherwise bound. Company agrees to defend, indemnify, and hold harmless Kozyr and its affiliates and each of their respective shareholders, directors, officers, successors, and assigns from any and all loss, cost, liability, and expense (including reasonable attorneys' and experts' fees) arising from or relating to any claim, action, or demand (a "Claim") related to Company's breach of its representations, warranties, covenants, or obligations under this Agreement.

- VII ENFORCEMENT MATTERS.** This Agreement shall be deemed entered into in the State of Florida. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to conflicts of laws principles. In addition, this Agreement will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA), even if that law has been adopted in Florida, and the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. Each party to this Agreement irrevocably (a) submits to the exclusive jurisdiction of any state or federal court located in Miami, Florida in litigating any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, and (b) agrees that any such action or proceeding may be litigated only in such courts. Each party to this Agreement waives, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue to the maintenance of any such action

or proceeding. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as is contemplated by this Section by certified or registered mail, return receipt requested, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any such action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law. In the event of any action or proceeding between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover and shall be awarded, in addition to any other relief awarded or granted, its costs and expenses (including reasonable attorneys' and expert witnesses' fees and expenses) incurred in any such action or proceeding and any appeal in connection therewith. The Agreement shall be interpreted in accordance with its fair meaning and not in favor of or against either party. The operative agreement shall be the original English language Agreement executed by the parties, and notwithstanding any translation that may be made by Licensee or any third party. In the event of a conflict between the translation and the English language version, the English language version shall take precedence over the translation and the terms and conditions shall be construed in accordance with the English language Agreement.

VIII LIMITATION OF LIABILITY; DISCLAIMER. Each party to this Agreement shall indemnify the other party and any of its directors, officers, employees and agents from and against any action or threatened action, suit or proceeding arising out of or as a result of, the indemnifying party's performance under this Agreement and against any and all claims, expenses, losses or damages (including reasonable attorney's fees that result from the actions or inaction of the indemnifying party) arising from third party claims directly relating to or arising out of the negligence, willful misconduct, breach of contract, misrepresentation of such party, its officers, employees, agents or representatives; and (b) party seeking indemnification under this Agreement shall (i) give prompt written notice to the indemnifying party as to the existence of the indemnifiable event, (ii) provide such information, cooperation and assistance as may reasonably be necessary for the defense of such action or claim and (iii) grant full authority to the indemnifying party to defend or settle such action or claim. A party seeking indemnification shall not compromise or settle any action or claim without the consent of the indemnifying party. Without limiting the generality of the foregoing, and except for indemnifications obligations outlined above, in no event shall either Party be liable for any incidental, indirect, special, exemplary, punitive, or consequential damages. Except as expressly set forth herein, neither party makes, and each party specifically disclaims, all express and implied warranties of every kind relating to the services and Kozyr property and use of the services and Kozyr property (including, without limitation, actual and implied warranties of merchantability, fitness for a particular purpose, and non-infringement), as well as any warranties that the services or the Kozyr Property (or any elements thereof) will achieve a particular result, or will be uninterrupted.

IX CONFIDENTIALITY.

- A. Other than as may be required by applicable law, government order or regulation; or by order or decree of the court, the Parties agree that neither of them shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Agreement, including specifically all financial terms; and both Parties warrant and covenant to one another that none of their officers, directors, employees or agents will do so either.
- B. Each party agrees that, for a period of 1 year after the receipt of any Confidential Information, it will (a) not use, or authorize the use of, such Confidential Information for any purpose other than to fulfill its obligations under this Agreement; (b) hold such Confidential Information in strict confidence and protect such Confidential

Information with the same degree of care (but no less than a reasonable degree of care) normally used to protect its own similar Confidential Information; (c) take all steps as may be reasonably necessary to prevent such Confidential Information from being revealed to any person or entity other than to (i) those of its employees, production personnel and agents who have a need to know such Confidential Information to enable it to fulfill its obligations under this Agreement and who are bound by written confidentiality obligations prohibiting the further use and disclosure thereof, and (ii) those to whom the other party has authorized in writing the disclosure of such Confidential Information; and (d) not copy or reproduce in any media (except as may be strictly necessary to enable it to fulfill its obligations under this Agreement), decompile, disassemble or reverse engineer all or any part of such Confidential Information. The parties further agree that in the event that either party receives a request from any third party for any Confidential Information of the other party, or is directed to disclose any portion of any Confidential Information of the other party by operation of law or in connection with a judicial or governmental proceeding or arbitration, it will immediately notify the other party and, at the sole cost of the other party, will assist the other party in seeking a suitable protective order or assurance of confidential treatment and in taking any other steps deemed reasonably necessary by the other party to preserve the confidentiality of any such Confidential Information.

- X **NO ASSIGNMENT.** This Agreement and all rights, duties and obligations hereunder are personal to the parties and may not be assigned, delegated or otherwise transferred by either party, or by operation of law, without the prior written consent of the other party. Any other attempt by either party to assign or transfer this Agreement or any right or obligation herein is void and without effect and will constitute a material breach of this Agreement.

XI GENERAL TERMS.

- A. **Independent Contractors.** Both parties are acting as independent contractors with respect to the activities hereunder. Nothing in this Agreement shall be deemed to create any type of agency, joint venture, or partnership relationship between the parties. Neither party shall have any right or authority to bind or obligate the other in any manner to any third party.
- B. **Integration; Amendment; No Waiver.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto, including, without limitation, any prior proposed terms. Any amendment or modification of any provision of this Agreement must be in writing, dated, and signed by both parties. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such covenant, duty, agreement, or condition, or any such breach.
- C. **Execution and Delivery.** Notwithstanding anything to the contrary contained in this Agreement, there are no third-party beneficiaries to this Agreement. Except as expressly set forth in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement and any other related documents may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument binding on the parties hereto. All such agreements will be considered signed and delivered when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

- D. Export Controls.** Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data and shall not export or re-export any technical data, any products received from the other party or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.
- E. Force Majeure.** In the event that the performance of any obligation under this Agreement by Company, Speaker and/or Kozyr is temporarily prevented or delayed due to acts of God, exchange controls, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, transportation interruption or delays, Speaker illness, government mandated quarantines and shutdowns due to public health or safety concerns, pandemics, epidemics and any other reasons which a Party reasonably believe is beyond their control (“Force Majeure Condition”), Company, Speaker and/or Kozyr shall promptly notify the other Party immediately upon receiving information as to the existence of a Force Majeure Condition affecting this Agreement and the Parties shall use its best efforts to arrange for a mutually agreeable change of time or date for the Speaker’s performance. The Company remains responsible for all travel-related expenses for any rescheduled appearances. Furthermore, the Speaker shall not be required to reimburse any travel-related expenses already incurred. If the Company is unwilling or unable to agree to a new date or time for the Speaker’s performance within a reasonable time frame, to be defined as thirty (30) days from Kozyr’s proposal of a new date, Kozyr shall have the right to retain any monies paid by the Company as a cancellation fee, and this Agreement related to the specific performance shall be considered null and void. In such a case, the Company shall not have any further recourse or claims for damage,

liability, or harm against Kozyr or the Speaker. Furthermore, if the Company demonstrates a pattern of refusing to reschedule more than three (3) times in situations where the Speaker is willing and able to reschedule, such actions will be considered a breach of this Agreement, entitling Kozyr to retain any monies paid by the Company as a cancellation fee, and this Agreement related to the specific performance shall be considered null and void. In such a case, the Company shall not have any further recourse or claims for damage, liability, or harm against Kozyr or the Speaker. If a change of date or time cannot be agreed upon then any monies paid by the Company toward the Fee shall be returned and this Agreement shall be null and void without further recourse or claims for damage, liability or harm by the Parties whatsoever.

- F. General Matters.** If any provision of this Agreement shall be or become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby. Submission of this Agreement for examination, negotiation, or signature does not constitute an offer, and this Agreement shall not be effective until it is duly executed and delivered, if at all, by Kozyr and Company. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against either party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term or conditions hereof. This Agreement shall be deemed to have been drafted by each party, and neither party shall urge otherwise. Either party’s failure to review this Agreement or any related documents, or to obtain legal or other advice in connection with this transaction, constitutes a waiver of any objection or claim that may be based upon such failure.

THE PARTIES HERETO have executed this Agreement for all purposes as of the Effective Date.

Kozyr LLC

Fundació Barcelona Mobile World Capital Foundation

By:

Name:

Title:

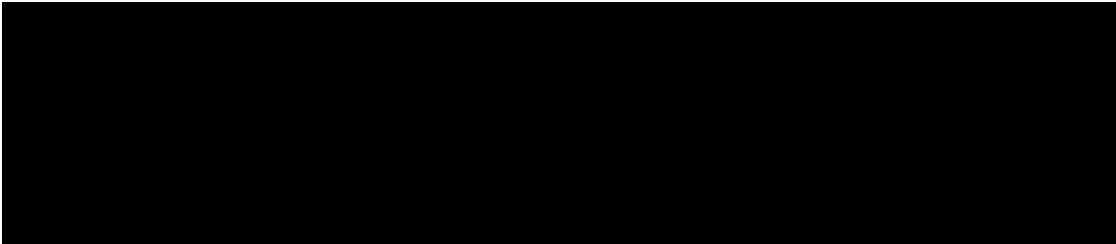


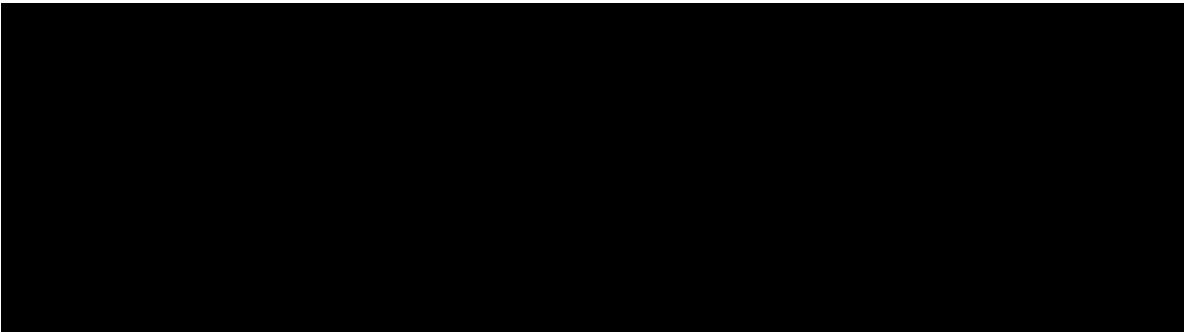
EXHIBIT A

Statement of Work: Services

Speaker: Cassie Kozyrkov

Event Name: Talent Arena at MWC25

Event Venue Address: Fira Montjuïc Hall 08, Av. Reina María Cristina – Plaça Espanya, Sants-Montjuïc, 08004 Barcelona



Pre-Event Call: If requested, Speaker's representative shall be available to participate in a 30 minute pre-event call with Company's representative(s) before the Event Date at a mutually agreed upon date and time.

Technical Requirements:

- Laptop connected to the internet, pre-loaded with provided presentation on Google Slides
- Wireless remote; LCD projector and screens
- Hand-held microphone (preferred) or wireless lavalier/headset microphone
- Countdown clock and comfort monitor showing Speaker's current slide and next slide