THIS SPEAKER AGREEMENT (the “Agreement”) is between: Ruby Central, Inc., 680 E Colorado Blvd, Suite 180 & Second Floor, Pasadena, California 91101, USA; and accepted event Speakers (the “Speaker”).

WHEREAS, Ruby Central and the Speaker desire to enter into an arrangement by which the Speaker will provide Ruby Central certain speaking services for an event, and, for this purpose, the parties agree to this Agreement on the following terms and conditions.

NOW, THEREFORE, the parties agree as follows:

I. Services. The Speaker is hereby engaged to perform services for Ruby Central as detailed below:
   Scope of Work: Present and speak (the “Presentation”) at RailsConf 2022 (the “Event”)
   Event Dates: Tuesday, May 17, 2022 through Thursday, May 19, 2022.
   For the purpose of this agreement and as it relates to timelines, the “Start date” is understood as May 17, 2022, and the “End date” as May 19, 2022. Recording of the sessions and any associated resources will remain available to attendees indefinitely.
   No later than four (4) weeks prior to the Event, the Speaker shall provide to Ruby Central:
      a. Speaker’s short biography, photograph, updates to the Presentation title and description of the Presentation; and
      b. Confirmation or rejection of Speaker’s participation in a RailsConf virtual component on June 15, 2022 through June 16, 2022
   No later than one (1) week prior to the Event, the Speaker shall provide to Ruby Central:
      a. The most updated Speaker’s session handouts and presentation slides (“Presentation Materials”).

II. Speaker Benefits. Depending on speaker category (i.e. Keynote, session presenter, workshop facilitator), a predetermined Honorarium will be due to the Speaker by Ruby Central upon completion of services. The Honorarium will be sent to the Speaker no later than three (3) days after the Event end date either via PayPal or Bill.com to the account provided by the Speaker. In addition, Ruby Central will provide a full admission ticket to attend the Event and the Speaker is given the option to be paired with a speaker mentor to help with session prep.

III. Cancellation. Either party may cancel this agreement in writing no less than thirty (30) days before the first date of the Event set forth in Section I of this Agreement. In the event of cancellation with the written notice of no less than thirty (30) days, neither party, nor its agents, shall be liable to the other party, its employees, or any third party.
   If the Speaker is unable to fulfill his/her/their obligations according to this Agreement, for reasons, the Speaker must notify Ruby Central in writing as soon as possible before the first day of the Event as set forth in this Agreement. The Honorarium will no longer be due by Ruby Central.

IV. Livestream. The Speaker consents to the live stream broadcast of the Presentation to Event participants.

V. Permission to Photograph and Record. The Speaker grants to Ruby Central the right to make audio and video recordings of his/her/their Presentation (“Session Recordings”), and consents to Ruby Central's use of the Session Recordings in their entirety or portions thereof, as well as the use of the Speaker's name, voice, Presentation content, company name and logo, including the publication of the video imagery/voice/printed quotes arising from the Presentation and still images in any media, on Ruby Central's website, slide presentations and other materials and for Ruby Central's activities with an educational purpose, in each case without further review or consent from the Speaker.

VI. Presentation Content. The delivery of the Presentation and use of the Presentation Materials will not contain defamatory or illegal material, or infringe the rights, including Intellectual Property Rights, of any person.
VII. **Intellectual Property.** For purposes of this Agreement, “Intellectual Property Rights” (“IPR”) means all copyright, trademark, design, patent, trade secrets, and other rights whether registered or unregistered. The Speaker represents and warrants that he/she/they own or have obtained all the necessary rights, including Intellectual Property Rights, for the content and delivery of the Presentation, and for Ruby Central's use of the Presentation in the Session Recordings, and that neither the Presentation nor the Session Recordings infringe any third party rights. Records of any third-party permissions should be available to Ruby Central upon request.

The Speaker hereby assigns all rights, titles and interests, and extensions and renewals thereof, in and to the Session Recordings to Ruby Central. Such assignment shall not apply vis-à-vis rights that have been reserved by a third party and which have been specifically notified by the Speaker to Ruby Central, in writing and in advance, including rights reserved by actors, photographers and persons engaged or employed by the Speaker to compose the words and/or music of musical compositions used in the Presentation.

The Speaker shall, and shall cause its personnel to, execute all necessary documents and to carry out any act necessary or useful in order to give legal effect to such assignment or otherwise secure Ruby Central's ownership of the Session Recordings. For the avoidance of doubt, during and after the termination or expiration of this Agreement, the Speaker shall fully cooperate with Ruby Central efforts to procure patents, copyrights and other IPR in the Session Recordings (including, but not limited to, executing all documents) as Ruby Central may request. Also, the Speaker waives, and shall cause its personnel to waive, all rights to royalties and claims for other amounts for the Session Recordings. For the avoidance of doubt, the Speaker shall not make the Session Recordings available online or on any other medium without the prior written consent of Ruby Central. Snippets of Session Recordings for promotional use can be considered and approved by Ruby Central, on a case-by-case basis.

Except as otherwise set forth in this section, (i) no exchange of Intellectual Property Rights is implied by this Agreement, (ii) the Intellectual Property Rights of each party will remain the Intellectual Property Rights of that party, and (iii) neither party will have the right to use the other party's Intellectual Property Rights, including trade-marks, logos or names in any promotional materials, without the prior written consent of that party.

The Speaker authorizes Ruby Central to reproduce and disseminate Presentation Materials for the sole purpose of providing the Presentation Materials to Event participants following the Event.

VIII. **Marketing and Promotion.** The Speaker authorizes Ruby Central to use his/her/their name, likeness, photo, and biography provided in connection with the use and promotion of the Presentation and the Event. Optionally, the Speaker shall post to his/her/their social media using Ruby Central's handles/conference hashtag at least once leading up to the conference in promotion of the Event. Ruby Central agrees to provide the Speaker with a link to the Event description for Speaker-driven publicity purposes, and the Speaker agrees to contribute to Event promotion activities and to coordinate those activities with Ruby Central.

IX. **Data Protection and Privacy.** If personal data is to be transferred or exchanged under this Agreement, the parties agree to comply with any applicable data protection legislation including, but not limited to, the EU Data Protection Directive 95/46/EC, the European General Data Protection Regulation, EU 2016/679, (the “GDPR”), and Swiss Data Protection Act 1992 (as each may be implemented, amended and or superseded).

“Personal Data” means any information relating to an identified or identifiable individual, including, without limitation, the name, address, e-mail, telephone number, business contact information, date of birth, social security number, social insurance number, tax number, credit or debit card number, bank account number, assessment results, education records and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural or social identity (including sensitive personal data).

“Processing” means any operation with Personal Data, irrespective of the means applied and the procedure, and in particular the collection, storage, use, revision, disclosure, transfer, archiving or destruction of Personal Data, including but not limited to, obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including the organization, adaptation or alteration of the information or data, the retrieval, consultation or use of the information or data, the disclosure of the information or data by transmission, dissemination or otherwise making available, or the alignment, combination, blocking, erasure or destruction of the information or data.

To the extent that the Speaker provides Personal Data to Ruby Central, the Speaker agrees that Ruby Central shall Process such Personal Data for the purposes of this Agreement and may transfer such Personal Data to other entities who provide business and Ruby Central-related services to Ruby Central (such as academic research; accounting; and expense and payment processing services), which may be located in countries that do not offer adequate levels of protection of Personal Data under EU and Swiss law principles. The Speaker also agrees that, in certain circumstances, it may be necessary for Ruby Central to disclose such Personal Data to regulatory authorities or otherwise as may be required by Ruby Central legal obligations.
Further, with respect to Personal Data Processed pursuant to this Agreement, the Speaker represents and warrants to Ruby Central that it (i) will comply with all instructions provided by Ruby Central regarding the Processing of Personal Data provided to it by Ruby Central; (ii) will only Process the Personal Data as necessary for the purpose for which it was transferred to it by Ruby Central, (iii) has taken, and will take, appropriate technical, organizational and security measures to protect the Personal Data against unauthorized or unlawful Processing and against accidental loss, damage, or disclosure, (iv) will obtain Ruby Central's written consent before transferring the Personal Data either to another country or to another party; (v) shall only transfer, share, disclose or otherwise transmit Personal Data to Ruby Central in accordance with applicable data protection and privacy law and without violating or infringing the data protection or privacy rights of any third party (including any required notices or consents, in particular with respect to international onward transfers of Personal Data in light of Ruby Central being a global organization); and (vi) shall permit Ruby Central to audit its compliance with this clause upon reasonable notice and shall notify Ruby Central of any security incidents with respect to Personal Data Processed pursuant to this Agreement.

The foregoing obligations remain applicable beyond the termination of this Agreement.

X. **Confidential Information.** Each party shall treat all confidential information as confidential; disclose it to only to its officers, employees and agents on a need-to-know basis; and shall not disclose it to any third party. Neither party shall make any public announcement, advertising, or communication concerning this Agreement without the prior written consent of the other party.

XI. **Amendments.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may only be amended or modified in writing with approval by all parties.

XII. **Assignment.** No party may assign this Agreement without the written consent of the other.

XIII. **Independent Contractor.** This Agreement does not constitute either party the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and no party shall have the power to obligate or bind the other party in any manner whatsoever.

XIV. **Liability.** Under no circumstances will either party hereto have any liability for any direct damages, incurred by one party as a result of the other party's fault or negligence (contractual or extra-contractual) under this Agreement, in excess of the Honorarium due under this Agreement. Neither party will have any liability for any other damages (including but not limited to loss of business, revenue, goodwill, anticipated savings or other commercial or economic loss of any kind), except for what is included in Section III herein.

XV. **Force Majeure.** No party hereto will be held responsible for delay in performance or non-performance of any of its obligations under this Agreement, and either party may terminate its performance under this Agreement without liability, upon the occurrence of any circumstance beyond the control of either party, such as an act of God, governmental act or changes in applicable laws, civil disturbances, fire, flood, explosion, disaster, national strike, riots, war, outbreak of disease or illness, international terrorism or other similar causes making it illegal or impossible to hold the Event or perform obligations set forth in this Agreement. The ability to terminate this Agreement pursuant to this section is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical after learning of such basis.

XVI. **Governing Law.** This Agreement shall be governed by the laws of the State of California (United States) without reference to its conflict-of-laws or similar provisions. Any dispute under this Agreement shall be settled by arbitration conducted in the English language by a single arbitrator, in accordance with the Swiss Rules of International Arbitration and using any permitted technology systems and electronic communications; provided, however that Ruby Central may seek injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any applicable jurisdiction.

By accepting to be an Event Speaker, both parties have agreed to and acknowledges this Agreement.