

Professional Services Agreement

This Professional Services Agreement ("Agreement") is made effective as of **August 25, 2021** (the "Effective Date") by and between 1105 Media, Inc. with offices located at 6300 Canoga Ave., Suite 1150, Woodland Hills, CA 91367 doing business as Converge360 Events and its affiliated entities (hereinafter and collectively, the "Customer"), and **Jeffery Hicks** (the "Speaker"). Each of Customer and Speaker may be referred to herein as a "Party" or collectively as the "Parties". In consideration of the mutual promises, covenants, and agreements contained in this Agreement, and other good and valuable consideration, the receipt of which are hereby acknowledged by each Party, the Parties agree as follows:

The Customer hereby retains Speaker, and Speaker accepts such retention and agrees to perform the following, (collectively, the "Services") at the event listed:

Event: Live! 360 Orlando
Dates: November 15-19, 2021
Location: Loews Royal Pacific Resort, Orlando, FL.
Event URL: <https://live360events.com/orlando>

Speaker will develop exclusively for Customer a customized versions of their course(s) listed below exclusively for use by Customer ("Course"). The Courses, activities, and events you are agreeing to present/participate in are as follows:

11/16/2021: TMT02 Power Up Your PowerShell Scripting

11/16/2021: TMT04 Fast Focus: PowerShell 7 - Why Are You Waiting

11/17/2021: TMW02 Creating Beautiful HTML Reports with PowerShell

11/17/2021: TMW06 Managing Active Directory with PowerShell

You are also confirmed / expected to participate in the following activities if you are onsite:

- Dine-A-Round Dinner - Monday, November 15: 7:00 – 8:30pm
- Welcome Reception – Tuesday, November 16: 5:30pm – 7:30pm
- Birds of a Feather Lunch - Wednesday, November 17: 12:30pm - 1:30pm

Fees / Compensation

The Customer is pleased to offer you the following for your participation in the Conference as outlined above:

\$1,840.00 Speaker Stipend for course(s) to be presented in-person and broadcast virtually

3 Room Nights at the Cabana Bay Beach Resort

1 Live! 360 Orlando Full Conference Pass

- Customer shall undertake all sales and promotional activities, collect and receive payments directly from attendees who purchase the conference training.
- Speaker will be entitled to a revenue share IF the recorded content is sold separately from the Conference ("Royalty"). The Royalty is structured as follows:
 - The base Royalty percentage is 15%
 - The Royalty percentage is applied to net amount paid by student based on individual sale or bundled sale, after all discounts (not list price).
- For on-demand royalty payments (if applicable), payments will be made on a quarterly basis at the base Royalty.
- Fees shall be inclusive of all taxes imposed with respect to the provision of the Services hereunder, including any sales, use, excise, value-added, services, consumption, or other tax; provided, however, that Customer shall not be responsible for, and the Fees shall not include, any taxes imposed on or arising from the following: (a) charges for goods and services provided by Consultant in connection with this Agreement; (b) Provider's income, revenue or property; or (c) any franchise or privilege taxes.

Independent Contractor

The Parties intend to create an independent contractor relationship through this Agreement. This Agreement shall not create, nor shall be construed to create, any agency, joint or co-employment relationship, partnership, or joint venture between the Parties.

Speaker Information

Make check payable to: _____

For international speakers requesting a wire transfer please check here
(a separate wire transfer request will be sent after the completed contract is received)

Tax identification number (Social Security # or Federal Tax ID #): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Cell Number: _____ Alternate Number: _____

Email Address: _____

Twitter: _____ Blog Address: _____

Shirt Size (for Speaker Polo): _____ Do you need a new Live! 360 Speaker Shirt? ____ Yes ____ No

COVID-19 Planning

To assist in our COVID-19 planning, please share your vaccination status with us:

____ I am vaccinated. ____ I am not vaccinated. ____ I prefer not to answer.

[Note: additional COVID-19 information will be sent closer to the event. For our current policy, [check here](#)].

Hotel Arrangements

Customer will provide **3** room nights at the Cabana Bay Beach Resort. Speakers are responsible for any additional nights and all room incidental charges. In order for Customer to secure your hotel accommodations, please provide the following:

Arrival Date: _____ Departure Date: _____

Please list any special requests _____

Note: If requesting more than **3** hotel nights, you will be asked to provide credit card details to secure your reservation prior to the event.

Required Equipment

Please list any special hardware or software requests (internet, wireless mic, projector and screen provided):

Indemnification

The Speaker warrants that all authors are properly credited in the presentation and handouts and the Speaker has the right to make the grants made to Customer complete and unencumbered. The Speaker also warrants and represents that none of the material presented in the Speaker's presentation shall infringe any person or entity's copyright, invade any right of privacy, contain any libelous material, or infringe or violate any other right of any other person or entity. The Speaker will indemnify and hold harmless Customer, its employees, officers, directors, agents, representatives, parent, affiliates, or subsidiary companies from any claim, suit, damage, loss, or expense (including reasonable attorneys' fees) arising out of any breach of any allegation which if true would constitute a breach of any of the above warranties and representations.

Sales and Marketing

In order to ensure positive attendance at your sessions, we will need to work with you to promote you as a speaker and the sessions you will be presenting. Promotions include, but are not limited to, newsletters with speaker profiles and quick tips, webcasts and on-site coverage of your sessions. We will be in touch about arranging for these content-based promotions. Your acceptance of this contract signifies your agreement to participate in these promotions.

Customer does not permit sales pitches or equipment demonstrations during the Conference. We expect that the presentation focuses on the technology being used in the industry and NOT a single product or service that you or your organization can or does provide (unless approved by Customer). No presentation shall contain merchandising material for a product, service, or company. Promotional materials of any type (including but not limited to items related to speaker, speaker's company, competing conference / event / virtual content provider, or any third party) may not be distributed to attendees at any time during the event.

Recordings Release

For the purposes of this Training Conference, the Speaker grants to Customer any and all copyrights in recordings and the right to record, use, reproduce, publicly transmit, distribute and sell all materials and presentations presented at or submitted for this event. This includes, but is not limited to, recording in all mediums and reproduction and distribution in all mediums through Customer and related web sites and media. The Speaker releases any and all claims against Customer which may arise directly or indirectly from the distribution of recordings. In consideration for the above release and grant, Customer agrees to acknowledge the Speakers contribution to the presentations and in material disseminated with such presentations, in the way outlined in materials submitted by the Speaker. IF the conference recording is offered for resale, Speaker will receive 15% of sales revenue for on-demand purchases as outlined in "Fees" with revenue share payments made on a quarterly basis. No additional compensation will be provided other than the agreed upon speaker fee and on-demand Royalty.

Failure to Present

In the event that the speaker fails to appear or perform pursuant to the terms of the Agreement, the speaker shall be responsible for payment of all damages, costs and expenses incurred by Customer by reason of such failure to appear. Notwithstanding the foregoing, Customer shall not be responsible for Fee as set forth above if the Speaker fails to appear as provided due to causes beyond the control of the Speaker, such as the medical disability of the Speaker, or because of an act of God, outside of the Speaker's control.

Cancellation

Customer reserves the right to cancel any session/workshop/HOL OR move the in-person event to a virtual only event for any reason prior to the date of the first day of the event – **First Day of Event**. A cancellation or change of venue notice will be made in writing and the date of the written notice shall serve as the effective date of cancellation / change of venue.

Severability

If any clause hereof is judged as invalid or non-enforceable according to applicable laws, such clause shall be deemed invalid only with respect to such clause without affecting the validity or enforceability of other clauses hereof in any way. Any waiver of a provision hereof must be in writing and signed by the Party granting or permitting such waiver in order to be effective.

Governing Law

This Agreement shall in all respects be interpreted under, and governed by, the laws of the State of California, exclusive of its provisions on conflicts of laws. The exclusive venue for the litigation of disputes hereunder shall be the state or federal courts located in Los Angeles County, California.

Survival

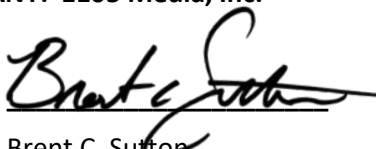

The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement shall continue as valid and enforceable obligations of the Parties, notwithstanding any such termination, cancellation, completion or expiration.

Agreement

Your signature below will signify your acceptance of the conditions set out in this Agreement, including all deadlines, policies, and procedures as well as your confirmation to present at the agreed upon date(s), locations, and times herein. *If you fail to provide all of your session materials by the deadline, Customer reserves the right to deduct up to 50% from your speaker stipend.*

Please complete all applicable sections, print this letter, sign in the appropriate place below, and return ASAP by email to dpotts@converge360.com or fax to **702-973-0701**.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

<p>COMPANY: 1105 Media, Inc.</p> <p>BY: </p> <p>NAME: Brent C. Sutton</p> <p>TITLE: Vice President, Converge360 Events</p>	<p>Speaker: <u>Jeffery Hicks</u></p> <p>BY: </p> <p>NAME: Jeffery Hicks</p> <p>TITLE: _____</p>
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Important Dates / Events:

Return signed Letter of AgreementFriday, September 3, 2021
 Speaker Session Materials Due.....Friday, October 15, 2021
 Dine-A-Round Dinner.....Monday, November 15, 2021
 Welcome Reception.....Tuesday, November 16, 2021
 Birds of a Feather Lunch.....Wednesday, November 17, 2021