

Speaker Agreement between ADVOCATE and COMPANY

between [...] (“ADVOCATE”) and [...] “COMPANY”:

1. SCOPE

- 1.1. COMPANY has invited ADVOCATE to hold a presentation at COMPANY’s MEETING on 4 March 2019 about “The patient perspective on mobile apps to improve adherence to therapy”.

2. INTELLECTUAL PROPERTY

- 2.1. All data and results (including but not limited to copyrights) which arise from the MEETING and/or are elaborated within the scope of and for the MEETING, as well as all intellectual property rights attached thereto will become the exclusive and unburdened property of COMPANY.
- 2.2. COMPANY will be entitled to use all materials (in any format) produced in connection with the MEETING for its own internal purposes. The ADVOCATE will obtain all necessary rights and permissions required for this purpose in this respect.
- 2.3. On request from COMPANY, ADVOCATE will provide COMPANY with copies of any presentations, hand-outs and other materials produced in connection with the MEETING.
- 2.4. The ADVOCATE transfers and assigns to COMPANY an exclusive license to use and exploit the pictures, photographs and video recordings of ADVOCATE that could be made during the MEETING.

3. CONFIDENTIALITY

- 3.1. ADVOCATE shall treat as strictly secret and confidential any and all data or information communicated to him/her within the scope of this agreement as well as the Work hereunder.
- 3.2. ADVOCATE shall not disclose or communicate the said information to any third party without COMPANY's prior written approval.
- 3.3. During the validity of the contract and during the period of ten (10) years, ADVOCATE shall keep in strict confidence all scientific, business and other information received from COMPANY.

4. INDEMNIFICATION AND LIABILITY

- 4.1. ADVOCATE agrees to indemnify, defend and hold COMPANY (including all its affiliates, officers, directors, employees, contractors and agents) harmless from and against any and all claims, demands clauses of action, damages, liabilities, losses, costs and expenses, including attorneys' fees, arising out of, incident to, or resulting from performance of any of the services by ADVOCATE, or from the breach by ADVOCATE of any of its warranties, representations, covenants and obligations.
- 4.2. ADVOCATE represents and warrants that it has appropriate and adequate insurance to cover claims or damages for which it shall be liable under the terms of this Agreement. Upon request of COMPANY, ADVOCATE shall provide reasonable evidence of such insurance.
- 4.3. ADVOCATE will promptly inform COMPANY of any third-party claims brought to its knowledge arising from the work under this contract.

5. RECORDINGS

- 5.1. ADVOCATE agrees that COMPANY may record the meeting, by video or audio or any other means, either itself or through a third party, and to use, edit, publish, adapt, translate, broadcast, display or distribute for marketing, advertising purposes or any other purpose, which may include advertising websites owned, maintained, or hosted by COMPANY.

6. TRAVEL AND ACCOMODATION ARRANGEMENTS

- 6.1. Travel and accommodation will be booked by COMPANY. Travel and accommodation booked by ADVOCATE will not be reimbursed by COMPANY.
- 6.2. Only economy travel is allowed.
- 6.3. The airport of origin for the outbound flight and destination for the return flight must be in the ADVOCATE's city of residence.
- 6.4. The earliest date of the outbound flight is 3 March 2019 and the latest date for return flight is 4 March 2019. The stay may not be prolonged.

7. FINANCIAL ARRANGEMENTS

- 7.1. In consideration of the undertakings as here above described and of the rights granted to COMPANY, COMPANY shall pay 160 EUR to ADVOCATE for the following services:
 - 15 minutes presentation
 - 45 minutes panel discussion
 - 60 minutes preparation
- 7.2. Both parties acknowledge that the fees are proportionate to the scope of the work and reflect fair market value.
- 7.3. ADVOCATE will submit an expense invoice within 30 days after the event. COMPANY will pay the invoice within 60 days of receiving the invoice.

8. ADVERSE EVENT REPORTING

- 8.1. ADVOCATE will notify the COMPANY in writing of any adverse event occurring relating to COMPANY's products as soon as possible and in any event within 1 business day after becoming aware.