



National Association of Music Merchants

Believe in Music Week 2021

Speaker Participation and Content Submission Agreement (the "Agreement")

IMPORTANT – THIS IS A LEGAL DOCUMENT. YOU SHOULD READ CAREFULLY THE FOLLOWING.

Thank you for agreeing to participate as a Speaker at Believe in Music Week 2021 ("Program/Event") and provide content to National Association of Music Merchants ("NAMM") and provide to National Association of Music Merchants ("NAMM") presentation material(s) or content including, without limitation, spoken words, accompanying audio-video, photographs, or electronic presentations, and any accompanying written or electronic handout materials (with such content in any media or form hereinafter referred to as the "Work").

Participation Responsibilities. You agree to be present at and to serve personally as a designated speaker at the Event. You agree to complete and return in a timely manner any information requested by NAMM in connection with your participation or submission of content, including a Work summary, NAMM's Antitrust Guidelines for Speakers, or biographic data. You will present on the NAMM designated topic and provide the Work in the NAMM requested form and format. Your participation is at NAMM's discretion and will remain subject to NAMM's Antitrust Policy and Guidelines.

License Grant. By providing or submitting your Work in connection with the Event, You hereby grant to NAMM, those acting under its permission and upon its authority, and those for whom NAMM is acting, a non-exclusive, worldwide license to the Work, including, the right to reproduce, prepare derivative works, display, perform, disseminate, and distribute copies to the public, in any means and through any medium, including online and through electronic media and virtual channels, and to sublicense these rights in connection with the Event, including for associated advertising and distribution to participants and attendees. NAMM shall have the right to review and edit the Work and shall have final editorial control over the Work. NAMM has no obligation to use the Work in any manner and may elect to use only portions or none of the Work. You acknowledge and agree that NAMM may, and has the right to, include, insert, or place promotional or other materials in proximity to the Work. You hereby represent and warrant that You own all rights, title, and interest in the Work and have the full right, power and authority to grant the rights granted herein, free and clear of any claims, liens, encumbrances, or violations of any other agreement.

Eligibility. You will provide true, accurate, current, and complete information when submitting information or materials to NAMM in connection with the Event, including when You provide information via an online registration or submission form. You agree to abide by NAMM's Antitrust Policy and Guidelines as provided by NAMM. You are responsible for ensuring that your participation in the Event complies with any policies your employer, agency, organization, or institution may have regarding participation in events of this type. You acknowledge and agree that NAMM reserves the right either to cancel the Event or to deny You the right to participate or serve as a speaker at the Event. You understand that your participation in the Event is voluntary and that if You do not agree with this Agreement, then your sole and exclusive remedy is not to participate in the Event or submit your Work.

Waiver & Publicity Release. By participating in the Event or submitting the Work, or accepting an award, You consent to NAMM's use of your name, likeness, photograph, audio-visual footage, comments, biographical data, voice, or any other record of your participation in the Event for advertising, educational, and publicity purposes in any and all media worldwide (including award winner listings) without additional compensation or notification. You hereby authorize NAMM and its employees, representatives, or contractors to film, photograph and interview You and otherwise document Your participation in the Event, and with respect thereto, You acknowledge that NAMM owns all right, title and interest in and to any and all interviews, photographs, video and audio recordings in which You may be wholly or partially included in any form. You hereby waive any right to inspect or approve the foregoing, any materials that may be used in connection with the foregoing, or the use to which they may be applied.

Representations and Warranties. You represent and warrant that your Work is original, does not defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, and does not violate any federal, state or local laws or ordinances. You further warrant and represent that You have secured the requisite consent or license from any third party for third party work used or referenced in the Work. You agree to defend, indemnify and hold harmless NAMM, its heirs, legal representatives or assigns, and all persons functioning under NAMM's permission or authority, or those for whom NAMM is functioning, at NAMM's sole election and direction, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including to attorney's fees) arising from any claim of infringement or violation of any third party right, that arises from the Work; or any claim that the Work caused damage to a third party.

No Right to use NAMM Trademarks. Nothing in this

Agreement shall be interpreted as granting You permission to use or display NAMM's name or any of the NAMM trademarks (including any logo or brand) or rights in any NAMM technologies or intellectual property.

Compensation. You shall not be entitled to any compensation or reimbursement unless otherwise agreed upon by NAMM as set forth in an attached Schedule A. You remain obligated to pay all ordinary and necessary expenses arising from your performance including all travel and accommodation.

Limitation of Liability. YOU AGREE THAT IN NO EVENT SHALL NAMM BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR PARTICIPATION IN THE EVENT, SUBMISSION OR USE OF THE WORK, OR THE DETERMINATION OF ANY AWARD BY YOU OR ANYONE ELSE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF NAMM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, THE TOTAL LIABILITY OF NAMM FOR ANY REASON WHATSOEVER RELATED TO PARTICIPATION IN THE PROGRAM/EVENT OR FOR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$1,000 (USD) OR THE VALUE OF THE AWARD RECEIVED BY YOU, WHICHEVER IS GREATER.

Governing Law. The Event and the Agreement are governed by the laws of the State of California. Subject to NAMM's right to seek injunctive relief for violation, infringement, or misappropriation of its intellectual property or proprietary rights, all disputes between the parties, of whatsoever kind or nature arising out of this Agreement, will be submitted to JAMS for binding arbitration under its rules then in effect in the San Diego, CA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

Miscellaneous. You agree that You and NAMM are independent contractors only and that neither this Agreement nor any of its terms and conditions may be construed as creating a partnership, joint venture, employment, or agency relationship with NAMM. This Agreement constitutes the entire agreement between You and NAMM relating to the subject matter hereof and supersedes and replaces any and all prior oral or written agreements concerning the Work. No amendments shall be made except in a writing signed by both You and NAMM. This Agreement shall be binding on and shall inure to the benefit of You and NAMM and their respective successors, heirs, and assigns. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. NAMM's failure to enforce any term or condition of this Agreement shall not constitute a waiver of any right or remedy or of such term or condition. This Agreement may be executed in one or more counterpart copies, including by way of electronic execution, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts, together, shall constitute one and the same instrument.

By the checking the box below, You acknowledge that You have read, understood, and agreed to this agreement and the foregoing terms and conditions.

NAME : Brianne Borden
ENTITY NAME :
EMPLOYEE TITLE:
ADDRESS :
131 Deer Creek Dr
Aledo, TX 76008
PHONE: 5854699405
EMAIL: bordenbrienne@gmail.com

Agreed to on December 7, 2020, 1:20 pm

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