

PUBLIC SPEAKING AGREEMENT WITH NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement") is entered into on this [REDACTED].

Between:

Organizer:

[REDACTED]

(hereinafter referred to as the "Organizer")

And

Speaker:

Scott M. Graffius,

[REDACTED]

(hereinafter referred to as the "Speaker")

Collectively referred to as the "Parties."

ARTICLE 1 – PURPOSE

The Organizer engages the Speaker to prepare and deliver a presentation on the topic of [REDACTED] at the event known as [REDACTED], to be held on [REDACTED] at [REDACTED], Paris, France.

ARTICLE 2 – OBLIGATIONS OF THE SPEAKER

2.1 The Speaker commits to delivering a [REDACTED].

2.2 The Speaker shall [REDACTED].

2.3 The Speaker represents and warrants that all presentation materials do not infringe on any third-party intellectual property rights.

2.4 The Speaker agrees to comply with all applicable health, safety, and security regulations at the venue.

[REDACTED]

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2.5 Speaker Conduct: The Speaker agrees to conduct themselves professionally and respectfully at all times during the Event and associated activities, refraining from any behavior that could harm the reputation of the Organizer, the Event, or its participants.

ARTICLE 3 – COMPENSATION AND EXPENSES

3.1 The Organizer agrees to pay the Speaker a fee of EUR [REDACTED], payable at 25% upon signing, 75% remainder after the Event.

3.2 The Organizer is required by French law to withhold tax ("précompte") at source on the Speaker's fee before payment. Withholding will be at either 33.33% or 15%. The default rate is 33.33%. However, if a French tax administration declaration (Form 5000 or equivalent) is completed, submitted, and accepted in advance of the Event, the lower rate of 15% will apply.

3.3 The Organizer will [REDACTED].

3.4 The Speaker shall [REDACTED].

ARTICLE 4 – INTELLECTUAL PROPERTY AND RECORDING

4.1 The Speaker retains all rights, title, and interest in and to the presentation content.

4.2 The Organizer may record the presentation and use the recordings solely for internal training, archival purposes, or promotion of future events, subject to the Speaker's prior written consent.

4.3 [REDACTED].

ARTICLE 5 – CONFIDENTIALITY

5.1 For the purposes of this Agreement, "Confidential Information" means all non-public information disclosed by either Party to the other in connection with the Event, including but not limited to business plans, participant data, presentations, technical information, and proprietary methods.

5.2 The Speaker acknowledges that certain information related to the Event is strictly confidential, including but not limited to:

- The identity of the Organizer and any affiliated entities;
- The location and dates of the Event;
- Event schedules, participant lists, and logistics;

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- Any non-public materials or communications related to the Event.

The Speaker agrees not to disclose, publish, or share any such information with third parties without the prior written consent of the Organizer, before, during, or after the Event.

5.3 The Parties undertake to maintain the confidentiality of such Confidential Information and not to disclose it to any third party without prior written consent, except as required by law.

5.4 This confidentiality obligation remains effective for [REDACTED].

5.5 The confidentiality obligation shall not apply to information which:

- is or becomes publicly known other than through breach of this Agreement;
- was known to the receiving Party prior to disclosure;
- is received from a third party free of any confidentiality obligation; or
- is independently developed by the receiving Party without use of the Confidential Information.

ARTICLE 6 – DATA PROTECTION (GDPR)

6.1 Both Parties agree to comply with the provisions of the European Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation or “GDPR”) and applicable French data protection laws.

6.2 The Organizer may collect and process personal data provided by the Speaker solely for the purposes related to the preparation, organization, and execution of the Event.

6.3 The Organizer commits to implementing appropriate technical and organizational measures to protect personal data against unauthorized access, alteration, disclosure, or destruction.

6.4 The Speaker has the right to access, rectify, or request deletion of their personal data by contacting the Organizer.

6.5 The Organizer will not share the Speaker’s personal data with any third parties without prior consent, except where required by law or for the Event’s organizational needs.

ARTICLE 7 – INSURANCE

7.1 The Organizer confirms that appropriate public liability insurance and event insurance are in place covering the venue and activities.

7.2 The Speaker is responsible for maintaining any personal or professional insurance related to their participation, including but not limited to professional liability insurance.

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7.3 Neither Party shall be liable for loss, injury, or damage sustained by the other Party, except in cases of gross negligence or willful misconduct.

ARTICLE 8 – CANCELLATION AND TERMINATION

8.1 If the Speaker cancels the Event, the Speaker will return the 25% that was paid to the Speaker upon signing.

8.2 If the Organizer cancels the Event:

- 60 or more days prior to the Event date, the Speaker will retain the 25% that was paid to the Speaker upon signing.
- between 30-59 days prior to the Event date, the Speaker will retain the 25% that was paid to the Speaker upon signing, and the Organizer will pay the Speaker an additional 25%. The combined total is 50% of the Agreement.
- between 15-29 days prior to the Event date, the Speaker will retain the 25% that was paid to the Speaker upon signing, and the Organizer will pay the Speaker an additional 50%. The combined total is 75% of the Agreement.
- between 0-14 days prior to the Event date, the Speaker will retain the 25% that was paid to the Speaker upon signing, and the Organizer will pay the Speaker an additional 75%. The combined total is 100% of the Agreement.

ARTICLE 9 – LIABILITY

9.1 Each Party shall be responsible for its own acts or omissions under this Agreement.

9.2 The Organizer shall not be liable for any indirect, incidental, or consequential damages arising from the Speaker's participation.

ARTICLE 10 – APPLICABLE LAW AND JURISDICTION

10.1 This Agreement shall be governed by and construed in accordance with the laws of France.

10.2 Any dispute arising out of or relating to this Agreement shall be submitted exclusively to the competent courts of Paris, France.

ARTICLE 11 – MISCELLANEOUS

11.1 This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions or agreements.



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11.2 Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

11.3 Neither Party may assign or transfer its rights or obligations without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Organizer:

Name: [Redacted]

Title: [Redacted]

Signature: [Redacted]

Date: [Redacted]

Speaker:

Name: Scott M. Graffius

Signature: [Redacted]

Date: [Redacted]

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APPENDIX 1 – LANGUAGE OF AGREEMENT

This Agreement is executed in English, the native language of the Speaker. A copy of this Agreement is available in French.

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APPENDIX 2 – CONTACT AND DELIVERY INFORMATION

Organizer:

Mobile: +33 [REDACTED]

Email: [REDACTED]

Delivery Address:

[REDACTED]

Speaker:

Mobile: +1 [REDACTED]

Email: [REDACTED]

Delivery Address:

For postal correspondence or parcel deliveries:

Scott M. Graffius
Guest, c/o The Ritz Paris
15 Place Vendôme
75001 Paris
France