

## Speaker Engagement Agreement

This Speaker Engagement Agreement (this “**Agreement**”), dated as of the date accepted by Speaker (the “**Effective Date**”), by clicking a box that indicates acceptance, is entered into by and between Ungerboeck Systems International, LLC, 222 S Meramec Ave Suite 202-1083, St. Louis, MO 63105 having (“**Company**”), and the individual completing the Speaker Engagement Form (“**Speaker**,” and together with Company, the “**Parties**,” and each a “**Party**”). In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. Services.

1.1 Company hereby engages Speaker to speak at the event as set forth on the Speaker Engagement Form (the “**Event**”) on date set forth on the Speaker Engagement Form (the “**Presentation**”). Speaker accepts this engagement pursuant to the terms and subject to the conditions set forth in this Agreement.

1.2 The total length of the Presentation will be mutually agreed prior to the Presentation. If requested by Company, the Speaker will reserve time for a question-and-answer session with audience members. The commencement time for Speaker's presentation shall be determined in the sole discretion of the Company. The Company will use commercially reasonable efforts to maintain the Event schedule and to accommodate Speaker's travel arrangements but Speaker acknowledges and agrees that the commencement time may be subject to change for reasons beyond the Company's reasonable control.

1.3 Company will provide during the Presentation the materials and support services that it determines to be mutually agreed are required for the Presentation. Speaker shall provide any PowerPoint, video, or other materials to be projected during the Presentation to Company at least seven days prior to the Event in final format. If Speaker requires any non-typical equipment or support, it must inform Company at least seven days prior to the Event. Company shall have the right, in its sole discretion, to reject any request that it deems to be unreasonable or excessively costly.

1.4 The subject matter of the Presentation shall be mutually agreed between Speaker and Company.

1.5 Speaker shall dress professionally, in a manner acceptable with the tone of the Event.

### 2. Compensation & Reimbursement.

2.1 In consider for your agreement to these terms, you agree that the discount you have received on your registration to the Event is your sole consideration for the Presentation.

### 3. Company's Exclusive Rights.

Company shall have the exclusive right to:

3.1 Publicize Speaker's participation in the Event and the Presentation in a manner of its choosing including using Speaker's biography and likeness both before and after the Event. Speaker shall provide Company an approved biography, in short-form and long-form, and

likeness of Speaker for Company's use as soon as practically possible. Company shall not be required to seek Speaker's approval for its use of the approved biography or likeness as contemplated hereunder.

3.2 Record, reproduce, or transmit an audio and/or visual depiction of the Presentation.

### 4. Independent Contractor

It is understood and acknowledged that Speaker is providing the services and granting additional rights to Company under this Agreement in the capacity of an independent contractor and not as an employee or agent of Company. Speaker has no authority to commit, act for or on behalf of Company, or to bind Company to any obligations or liability. Speaker shall not be eligible for and shall not receive any employee benefits from Company and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Speaker hereunder.

### 5. Term, Termination and Survival

5.1 The term of this Agreement will commence upon Speaker's acceptance and continue until completion of the Presentation or cancellation of the Event (“**Term**”) unless sooner terminated in accordance with the provisions of Section 5.2.

5.2 Company shall have the right to terminate this Agreement at any time, effective immediately, on written notice to Speaker or, where applicable, Speaker's legal representative, on the occurrence of any of the following: (a) Speaker's death or incapacity; (b) Commission by Speaker of any criminal act or other act involving moral turpitude, drugs, or felonious activities; (c) Commission of an act by Speaker or Speaker becomes involved in any situation or occurrence that brings Speaker or Company into public disrepute, contempt, scandal, or ridicule or information becomes public of such conduct by Speaker in the past; (d) Commission of an act by Speaker that tends to shock, insult, or offend the community or any group or class thereof, or which reflects unfavorably upon Company or reduces the commercial value of Company's association with Speaker or information becomes public of such conduct by Speaker in the past; (e) Actions or statements by Speaker reasonably deemed by Company to be derogatory toward Company, or which may tend to injure the success of Company or any of Company's products or services; (f) The involvement or association of Speaker with any event or

circumstance caused by (i) one or more of Speaker's immediate family members or (ii) others closely associated in the public's mind with Speaker (other than Company) that renders delivery of the Presentation by Speaker detrimental to the Company; and (g) Speaker's failure to appear for the Presentation: (i) In a timely manner for its delivery; or (ii) In a condition in which he/she as applicable may reasonably be expected to have the capacity to deliver the Presentation professionally and effectively.

5.3 Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. Assignment.

Speaker acknowledges that this is a personal services agreement and that Speaker shall have no right to assign, transfer, delegate, or subcontract any of his or her rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation, or subcontract shall relieve Speaker of any of his or her obligations hereunder. Company may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Speaker's prior written consent.

7. Force Majeure.

No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted party ("Impacted Party"), including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades

in effect on or after the date of this Agreement; (f) national or regional emergency and (g) pandemic.

8. General.

Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses set forth above (or to such other address that the receiving Party may designate from time to time in accordance with this section). This Agreement and all matters arising out of this Agreement, are governed by, and construed in accordance with, the laws of Delaware without giving effect to any conflict of laws provisions thereof. Either party shall institute any legal suit, action, or proceeding arising out of this Agreement in the federal or state courts in each case located in New Castle County, Delaware. Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The Parties may not amend this Agreement except by written instrument signed by the Parties. No waiver of any right, remedy, power, or privilege under this Agreement ("**Right(s)**") is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise., There are no third-party beneficiaries under this Agreement. Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein. This Agreement may be executed in counterparts.