

Inaugural Combined GIHep and Singapore Hepatology Conference

SPEAKER AGREEMENT

THIS AGREEMENT, is entered into by and between

Singapore Hepatitis Conference Pte Ltd (UEN 201425280G) a company incorporated in the Republic of Singapore with its registered address at 1 MAGAZINE ROAD, #04-11, CENTRAL MALL, Singapore 059567 and Gastroenterological Society of Singapore an organization formed in the Republic of Singapore, with its Secretariat's address at 2 Venture Drive #24-01 Vision Exchange, Singapore 608526 ("SHC" and "GESS" respectively and collectively, the Organisers)

and

_____ ("Speaker")

to speak at the Event, identified below, on the date and at the times specified below (if applicable) and to participate in other activities described in Addendum 1 subject to the attached terms and conditions:

Event: **Inaugural Combined GIHep and Singapore Hepatology Conference** comprising:

- i. GIHep Singapore
- ii. Endoscopy Workshop
- iii. Singapore NASH Symposium
- iv. Singapore Hepatology Conference 2023
- v. The Science of HBV Cure Meeting 2023
- vi. Preceptorship Programme 2023

Date of Event: 1 June to 3 June 2023

Place of Event: SUNTEC Exhibition and Convention Centre, Singapore

Time(s) of Event: 9.00am to 5.00pm SGT

Speaker Name	
Institution:	
Address	

Email	
Phone:	
Address	

TERMS AND CONDITIONS

1. Speaker shall provide photographs and biographical information about himself or herself to the Organisers no later than 31 March 2023 and grants the Organisers a nonexclusive, fully paid right and license to reproduce, publicly display, and distribute such materials publicly in the Organisers' publicity and promotional materials. the Organisers will not modify photographs or biographical information without Speaker's prior written approval.

2. the Organisers shall provide

- Accommodation in Singapore;
- Reimburse Business Class Airfare (subject to Covid restrictions and provision of receipts); and
- Honorarium for USD1,000.

as specified in the Letter of Invitation the terms of which are incorporated as part of this Agreement.

3. the Organisers shall provide or pay only for those items and services specifically identified in this Agreement. No additional costs for items or services will be borne by the Organisers without its prior written consent in this Agreement or in a rider attached hereto.

4. Speaker hereby agrees to speak at the Event and hereby grants the Organisers a fully paid, nonexclusive, right and license to reproduce and distribute copies of power points and other written materials used by Speaker at the Event ("Presentation Materials") in perpetuity

and to make an audio-video recording of Speaker's presentation subject to the following conditions;

- a. the Organisers shall limit distribution of Presentation Materials to Conference participants and persons who have registered as members of the the Organisers Website;
 - b. Subject to the foregoing, the Organisers may distribute Presentation Materials by any means, including mail, email, or online the Organisers web sites;
 - c. the Organisers shall limit use of audio-video recordings to its own internal, educational uses;
 - d. the Organisers shall retain on copies of Presentation Materials in the Organisers Online Education Website..
5. the Organisers shall pay Singapore Withholding Taxes on the Honorarium paid to the Speaker but no other taxes, fees or deductions charged by the Singapore government or by the Speaker's government or university all of which shall be the sole responsibility of Speaker.
6. Neither party shall be liable to the other hereunder if the failure of either party to fulfill its obligations under this Agreement is delayed or prevented by sickness, physical disability, accident, failure or delay of means of transportation, acts of God, riots, strikes, labor difficulties, civil tumult, acts of terrorism, or any act or order of any public authority or other cause similar or dissimilar. If either party is not able to perform its obligations pursuant to this paragraph 6, that party shall notify the other party, in writing, as soon as reasonably possible and the parties shall endeavor to reschedule Speaker's performance and/or the Event at a mutually agreeable time. If the parties fail to reschedule Speaker's performance and/or the Event then, upon written notice from either party to the other, this Agreement shall terminate upon receipt of such notice. In no event will either party have any liability to the other party for any expense or loss incurred by the other party hereto as a result of the provisions of this Paragraph 6.

7. Both parties hereby represent and warrant that they have the right to enter into this Agreement and undertake the performance of all obligations on their part to be performed.

8. the Organisers may terminate this Agreement at any time if it determines that termination is in its best interests. No honorarium is payable If the Organisers terminates this Agreement more than seven (7) days of the scheduled Event. If the Organisers terminates this is agreement with less than 72 hours notice, then the Organisers shall pay the twenty percent (20%) honorarium to Speaker. Under no circumstances will the Organisers be liable to Speaker for indirect, consequential, or incidental damages, including but not limited to lost business or anticipatory profits.

9. All notices to be given under this Agreement will be in writing and addressed to Speaker at the address set forth above and to the Organisers to the person at the address set forth on page 1. Notices shall be effective if delivered by (a) email and/or (b) first class mail, prepaid, certified or registered.

10. If any provision of this Agreement is determined to be invalid or void by a court of competent jurisdiction, that provision of the Agreement will be enforced to the maximum extent permissible to give effect to the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

11. As used in this Agreement, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises regarding this Agreement, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12. This Agreement, including the Letter of Invitation, supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Speaker contains all the covenants and agreements between the parties with respect to the subject matter hereof. This Agreement may not be changed, modified or altered except by an instrument in writing signed by the parties. The waiver by any party of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach. All remedies of any party shall be cumulative, and the pursuit of one remedy shall not be deemed a waiver of any other remedy.

13. This Agreement was made in and shall be construed in accordance with the laws of the Republic of Singapore without reference to its conflict of laws principles. Nothing in this Agreement shall require the commission of any act contrary to law.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The representative of the the Organisers and Speaker warrant that each is authorized to enter into this Agreement and make a binding commitment on behalf of the Organisers and Speaker, respectively.

ACCEPTED AND AGREED TO:

BY SINGAPORE HEPATITIS CONFERENCE PTE LTD

Date:

BY GASTROENTEROLOGICAL SOCIETY OF SINGAPORE

Date:

By SPEAKER _____

Date