

## Forum 2024

Speaker Agreement for Samsung Advanced Foundry Ecosystem (SAFE<sup>™</sup>) Forum 2024

Thank you for accepting to speak at Samsung Advanced Foundry Ecosystem Forum 2024 ("SAFE™ Forum 2024"). We value your expertise and insights, and we are pleased to have you present at the Event (as defined below). Please review this Speaker Agreement for SAFE™ Forum 2024 (the "Agreement") and return the signed document by [\_\_\_\_\_].

This Agreement is made effective as of [\_\_\_\_\_]. By executing this Agreement and participating as a speaker at SAFE<sup>™</sup> Forum 2024 ("Event"), you ("you" or "Speaker") expressly acknowledge and agree to the following:

- 1. You will not be paid for your services as a Speaker, nor will your expenses be reimbursed, unless you have a separate written agreement with Samsung Electronics Co., Ltd., acting through its Foundry Business ("Samsung"), regarding the Event.
- 2. Upon Samsung's request, you agree to provide a copy of your presentation and other related materials to Samsung ("Presentation Materials") in advance of the Event for Samsung's review. You will use reasonable efforts to adhere to Samsung's presentation and speaker guidelines for the Event, including, but not limited to, deadlines for producing materials, presentation file format (PowerPoint file), presentation length, and other requirements. Samsung shall reproduce any copyright or other legal notices that you include in your submitted Presentation Materials.
- 3. You represent and warrant that your Presentation Materials do not violate any third-party's intellectual property rights, including but not limited to, copyright, patent, trademark, trade secrets, and privacy rights. You understand that in the event that any materials used in your presentation contain the work of other individuals or organizations, including, but not limited to, copyrighted music, images, or other materials, it is your responsibility to secure any necessary permissions and/or licenses to use in connection with this Event from the owner of such work. You certify that you have secured the necessary permissions from the third-party owner to use any such third-party materials or have not used any third-party materials in your presentation.
- 4. You agree and give permission to Samsung to take photos and make video recording of your performance at the Event, including your Presentation Materials. You hereby grant Samsung a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to publish, reproduce or otherwise use your

name, picture, likeness, comments, voice, and materials in your presentation for any lawful purpose in all media arising, including the Samsung website and social media postings, in connection with the Event. The video recording of your presentation will be only viewable to the forum registrants on the Samsung website until the end of 2024 and not downloadable for anyone including the registrants.

- 5. Neither you, nor your employer, may substitute another speaker in your place at the Event without prior written approval from Samsung. If you cannot fulfill your commitment, Samsung may, in its sole discretion, cancel your presentation at the Event or choose another Speaker.
- 6. Samsung disclaims any responsibility or liability for attendees' actions at or related to the Event, including and without limitation to, attendee's taking screen shots, recordings, and/or photography of the Event. This includes Speaker's presentation, and distributing, publishing or otherwise making available to the public those through various means including and without limitation to, posting on social media platforms. You agree not to include any confidential content in your presentation or displayed Presentation Materials that belongs to you or any third-party. Only materials within the Presentation Materials that Samsung approves for public use shall be used. Please note that media, industry and/or financial analysts, among others, may be in attendance.
- 7. You certify that you are over 18 years of age and have the right to contract in your own name, and to make the above commitments on your own behalf and on behalf of your employer. You understand that this Agreement binds you, your employer, and your respective legal representatives, assigns, and heirs. You may not assign, delegate or transfer this Agreement, in part or in whole, without the written consent of Samsung.
- 8. If you have co-presenters, you certify that you have informed the copresenters of the terms of this Agreement and have been authorized by them to sign this Agreement on their behalf.
- 9. You will maintain confidentiality of all the terms, conditions and arrangements contained herein, including this Agreement and its terms.
- 10. This Agreement is governed by the laws of the State of California, USA, and may not be modified except by a writing signed by both parties.

This is a legally binding agreement. If you have any concerns, questions, or comments regarding your speaking opportunity or the Agreement, please contact your representative from the SAFE<sup>™</sup> Forum 2024 Speaker Management Team.

Participating Company:
Title of Presentation:
Speaker's Name:
Title:
Signature: