



Mansour bin Zayed Al Nahyan Foundation
Shk Rashid Bin Saeed St
Former Building of Public Works Department
Abu Dhabi.
P.O. Box: 28, Abu Dhabi
United Arab Emirates
info@mansourfoundation.org
www.mansourfoundation.org

Speaking Engagement Agreement

This Speaking Engagement Agreement (hereinafter "Agreement"), is made effective as of July 27th, 2019 by and between the following parties: **Madison Hildebrand**, having a primary address at the following:

Represented By: [REDACTED]

And Mansour bin Zayed Al Nahyan Foundation (Mansour Foundation), a corporation, incorporated under the laws of the state of Abu Dhabi, United Arab Emirates, having its principal place of business at the following address:

Mansour bin Zayed Al Nahyan Foundation
Shk Rashid Bin Saeed St
Former Building of Public Works Department
Abu Dhabi.
P.O. Box: 28, Abu Dhabi
United Arab Emirates

Hereinafter, "Event Host" will refer to and be used to describe the following party: **Mansour bin Zayed Al Nahyan Foundation**. "Speaker" will refer to and be used to describe the following party: **Madison Hildebrand**. Event Host and Speaker may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Event Host wishes to engage Speaker to speak at the event ("Event"), as discussed more fully below;

WHEREAS, Speaker has the skills, qualifications, and expertise required to provide the speaking services at the Event ("Speaking Services");

WHEREAS, Speaker's specific subject-matter expertise is the area in which Speaker will be speaking, and is as follows:

Economic empowerment and business support for small businesses

WHEREAS, Speaker wishes to render the Speaking Services to the Event Host at the Event;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Speaker agrees to provide the Speaking Services at the Event. Speaker will be engaged for the limited purpose of providing the Speaking Services.

Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither Party shall have the power to control the activities and operations of the other. The Parties' status at all times will continue to be that of an independent contractor relationship.

Article 2 - DESCRIPTION OF SERVICES:

The Event Host hereby engages the Speaker, and the Speaker accepts such engagement to provide the Speaking Services. Specifically, the details of the Speaking Services are as follows:

Name of Event (the "Event"): Economic empowerment and business support for small businesses Seminar

Description of Event:

Event 1: Economic empowerment and business support for small businesses

Date of Event: Saturday, 31 August 2019

Time: 11h00 to 13h00

Venue: The Palm, West Crescent, Palm Jumeirah - Dubai - United Arab Emirates

Services required include

*6-10 minutes speech on the empowerment and business support for small businesses

Event 2: Awards and Charity dinner

Date of Event: Saturday, 31 August 2019

Time: 19h00 to 21h30

Venue: Burj Al Arab Jumeirah, Jumeirah St - Dubai - United Arab Emirates

Services required include

*Attendance and Socializing with important dignitaries

*Ceremonial Presentation of Donation (Check) to Mansour Foundation (Charity Donation: Mansour Foundation donation to be made by Talent and paid for by Mansour Foundation)

Event 3: Official launch of Our New Vocational/Training Facility in Abu Dhabi, United Arab Emirates

Date of Event: Sunday, 1 September 2019

Time: 10h00 to 12h00

Venue: Jazeerat Yas, Jazeerat Yas - Abu Dhabi - United Arab Emirates

Services required include

*Attendance

Venues, Dates, Time & Address of Event:

As above in article 2.

Approximate Number of Attendees Expected: 100

Article 3 - EVENT SPECIFICATIONS:

Speaker shall conform to the following dress code for the Events:

Formal corporate for seminar

Formal evening gown/dress for awards and charity dinner

Casual outfit for launching of the new facility

Speaker is not permitted to use any additional technology at the Event, other than what may be provided.

Article 4 - SUPPORT SERVICES:

Event Host will be providing the following support services prior to the Event:

* Round trip 1st class travel for invitee and up to 2 additional people

* Security escorts, luxury transportation of your choice and driver on point of arrival and for the period of your stay.

* Reservation in Burj Al Arab Jumeirah - Dubai (Presidential Two-Bedroom suite) for the period of your stay. (Guest only).

* Reservation in Burj Al Arab Jumeirah - Dubai (Club one-Bedroom suite) for the period of your stay. (Each Travel Companions).

Article 5 - SPEAKER WARRANTIES:

Speaker represents and warrants that Speaker has the knowledge, skills, and experience necessary to perform the Speaking Services. Speaker agrees that during the term of this Agreement, Speaker will perform the Services at the request of the Event Host. The Event Host agrees not to alter the agreed-upon Speaking Services unless the alterations are made in writing, signed by both Parties, and notated on this contract.

Article 6 – NON-EXCLUSIVITY:

Speaker may be engaged or employed in any other business, trade, profession, or other activity that does not place Speaker in a conflict of interest with the Event Host, even if Speaker is engaged in any business activities that do or may compete directly with the business of the Event Host.

Article 7 - FEES AND EXPENSES:

Event Host agrees to pay the Speaker the following amount as a total fee ("Fee") for the Speaking Services at the Event: \$300,000 (Three hundred thousand US dollars + 20% (Agency fee). + \$250,000 (Charity Donation: Mansour Foundation donation to be made by Talent and paid for by Mansour Foundation)

The Fee will be paid as follows: half of the Fee (\$150,000) plus Charity donation in the amount of (\$250,000) plus half of agency fee (\$30,000) will be paid upon the execution of this Agreement in the amount of \$430,000 and the other half of the Fee (\$150,000) + \$30,000 (half of Agency fee) in the amount of \$180,000 will be remitted 3 days before the Event date.

Donation needs to be made as soon as payment is received and Talent will only need to make a ceremonial presentation at the awards and charity Dinner.

Event Host will cover reasonable expenses related to the Speaking Services, including travel and lodging.

Event Host will reimburse Speaker's expenses for those expenses not capable of being quantified prior to expenditure.

Add On

Service Hours: up to 4 consecutive hours per day including meals and reasonable breaks

Approvals: Speaker will have approval over all name & likeness usage, photos, bio, quotes, media outlets, social media posts, PR messaging, event materials with talents name and/or likeness, times and locations of services, any other paid celebrity talent involved in events

Hair, Makeup, Wardrobe & Styling: Talent will be provided with Talent approved Hair, Makeup, Stylist personnel and \$10,000 wardrobe budget

Daily Allowance: \$300 per Diem per day for Talent and \$150 per day for Companions including travel days.

Article 8 - CANCELLATION:

In the event that either Party wishes to cancel this Agreement, the Parties agree to give at least the following amount of notice: 5 days.

In the event the Event Host without proper notice cancels this Agreement, the Speaker shall retain any funds advanced. In the Event the Speaker without proper notice cancels this Agreement, the Speaker shall return any funds remitted to Event Host.

Either Party may also immediately terminate this Agreement in the event that there is a breach of the terms of this Agreement. This Agreement will also immediately terminate upon the death of the Speaker or Event Host, the inability of the Speaker to perform the services because of a sudden and medically documented physical or mental disability, or the filing of any petition by or against the Event Host or Speaker under federal or state bankruptcy or insolvency laws.

Speaker may cancel this engagement without liability in order for speaker to render services in preparation, performance or other activity relating to a television appearance, motion picture, commercials, writing, recording or stage production agreement.

Article 9 - TERM:

This Agreement will automatically terminate at the completion of the Speaking Services at the Event.

Article 10 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, each Party may create certain intellectual property (IP) including, but not limited to, notes, documents, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Speaking Services. Unless the Parties otherwise agree, any such Created IP generated by the Speaker shall belong to the Speaker and any such Created IP generated by the Event Host shall belong to the Event Host.

The Parties' already-owned intellectual property, such as trademarks, service marks, copyrights, patents or any other intellectual property, shall remain with the Party to whom it originally belonged.

Article 11 - INDEMNIFICATION:

Speaker and Event Host shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 12 - SURVIVAL:

Any provision of this Agreement that by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

Article 13 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the

Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. A single arbitrator shall conduct the arbitration, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. Applicable and governing federal law as well as the law of United Arab Emirates shall bind the arbitrator. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by Speaker will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 14 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Abu Dhabi, United Arab Emirates without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Works provided hereunder: United Arab Emirates.

Article 15 - BENEFIT:

This Agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto, and to their respective heirs, representatives, successors, and assigns.

Article 16 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 17 - NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the Parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

Article 18 - FORCE MAJEURE:

Speaker is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Article 19 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 20 - ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Speaker and Event Host relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Event Host: Mansour bin Zayed Al Nahyan Foundation

Representative Name: **Sheikh Mansour bin Zayed bin Sultan bin Zayed bin Khalifa Al Nahyan**



Representative Signature:

Representative Title: CEO/Founder of Mansour Foundation

Speaker: Madison Hildebrand

Signature and Date:

Representative Name: Scott Hart

Representative Name & Signature: