

CLIENT AGREEMENT

CLIENT: National Insulation Association

SPEAKER/ENTERTAINER: Dan Thurmon

Date of Program: Thursday, April 4, 2019

Presentation Length/Time: 60 Minutes beginning between 8:00AM and 9:30AM

Meeting Name: 2019 Annual Convention

Program Format: Keynote

Fee: \$19,000

Additional Expenses: Hotel (CLIENT will reserve and master-bill a King, non-smoking room at The Grand Hyatt Baha Mar on the evening of April 3, 2019). All other expenses are included in the fee above.

Title or Topic: *Off Balance On Purpose*

Location: Grand Hyatt Baha Mar, One Baha Mar Boulevard Nassau N.P, Bahamas
Phone: +1 242-788-1234

Audience Profile: Approximately 350 insulation contractors and spouses (45-65 yrs. old, primarily Conservative)

On Site Contact: Erin Penberthy, CMP, *Director of Meetings*

Special Instructions: Speak, Inc. will coordinate scheduling of a conference call between CLIENT and SPEAKER. *IMPORTANT: Please review the "Recording and Streaming" terms on page two ("Additional Provisions") of this Agreement. Product Sales are prohibited without prior consent from CLIENT. CLIENT, SPEAKER, and SpeakInc agree to keep negotiated fee confidential.

Speaker's Arrival: Evening of April 3, 2019. SPEAKER to arrange ground.

Speaker's Attire: Business

Audio/Visual Requirements: See AV Rider as Part of this Agreement.

Payment Schedule: A 50% deposit is due to "SPEAK, INC." no later than July 25, 2018 to bind the program. The balance of the fee is due by March 14, 2019. SPEAKER will submit vouchers for the expenses stated above, if any. CLIENT Agrees to reimburse the SPEAKER for these expenses. **All fees listed in this Agreement, and any expense reimbursements are to be made in United States dollars (USD) via check (drawn on a U.S. bank) or wire transfer.**

ACCEPTED BY SPEAK, INC. (Federal ID #33-0356634)

ACCEPTED BY CLIENT

Signature

Date

Signature

Date

Title

Title

SPEAK INC AND CLIENT'S signature above will serve as acknowledgment and acceptance of the Additional Agreement Provisions set forth on the second page of this contract.

SPEAK, INC. CLIENT AGREEMENT ADDITIONAL PROVISIONS

1. **Venue and Audience.** CLIENT agrees to provide a well lighted, temperature controlled and proper place for the program, in good condition together with all necessary stage accessories and properties including microphones and amplification system in proper working condition. CLIENT agrees to limit the audience to no more than the legal number permitted in the location where the program is scheduled.
2. **Grounds for Nonappearance.** In the event CLIENT fails or refuses to provide any of the items herein stated, or fails or refuses to make any of the payments as provided herein or to proceed with the program, SPEAKER shall have no obligation to perform.
3. **Payment of Deposit and Balance in Event of Cancellation.** In the event of breach or cancellation of this Agreement for any reason by CLIENT 61 days or more prior to the program, CLIENT agrees that the entire deposit equaling 50% of the fee, shall be due to Speak, Inc. CLIENT will submit cancellation in writing to Speak, Inc. via email or facsimile. In the event of breach or cancellation of this Agreement by the CLIENT within 60 days of the scheduled program, CLIENT agrees that the balance of the fee shall be due immediately to Speak, Inc. CLIENT will submit cancellation in writing to Speak, Inc. via email or facsimile. The remedies identified in this paragraph shall be cumulative of the rights and remedies at law and in equity to which California law may entitle Speak, Inc.
4. **Cancellation by SPEAKER.** In the event of any breach by SPEAKER of any agreement between SPEAKER, CLIENT and Speak, Inc., or of any failure to appear at the program for any reason, Speak, Inc. will not have any liability for expenses or losses incurred by CLIENT and Speak, Inc. will use its best efforts to provide a comparable presenter that is acceptable to CLIENT. In the event that SPEAKER cancels the agreement, and that Speak, Inc., can not provide a comparable speaker that is reasonably acceptable to CLIENT, Speak, Inc. agrees to refund any deposits previously received from CLIENT for the program.
5. **Status, Taxes and Insurance.** CLIENT agrees that SPEAKER is as an independent contractor and therefore assumes all responsibility for his or her own withholding tax, social security, state tax, public liability, and workers compensation insurance in the Continental U.S. As an independent contractor, SPEAKER shall have exclusive control over the means, method and details of fulfilling his or her obligations with reference to the program. CLIENT is responsible for paying all state taxes and music licensing fees associated with any and all parts of SPEAKER's program. CLIENT assumes responsibility for any applicable taxes, work permits or any other fees associated with working outside of the Continental U.S. Fees quoted are in U.S. Dollars.
6. **Disclaimers Concerning SPEAKER's Performance.** CLIENT agrees that Speak, Inc. acts solely as SPEAKER's agent and is therefore not responsible for the quality, content or materials used in SPEAKER's presentation. In addition, CLIENT further acknowledges that Speak, Inc. has an agreement with SPEAKER, but Speak, Inc. will not be held liable should SPEAKER not appear for the program.
7. **Additional Appearances.** The fee as stated in this Agreement is for SPEAKER's presentation as set forth in this Agreement. Any additional activities or requests of SPEAKER are to be treated independently.
8. **Recording and Streaming.** CLIENT shall not itself, nor shall it permit or authorize others (including, without limitation, CLIENT or venue employees, representatives, contractors, or attendees) to record, broadcast, stream, or transmit SPEAKER presentation - in whole or in part- to the Internet, Social Media or any other medium, without the express written consent of SPEAKER. This restriction includes, but is not limited to, SPEAKER presentation slides and visuals, and CLIENT shall take reasonable steps to ensure compliance from all event participants. SPEAKER reserves the right to charge a separate fee for any approved usage.
9. **Speaker Travel.** If Agreement calls for First Class air travel, SPEAKER's ground transportation may include a limousine, town car or sedan service.
10. **Indemnity and Hold Harmless.** CLIENT agrees and undertakes to defend, indemnify and hold Speak, Inc. free and harmless from and against any and all liabilities, losses, damages, expenses, costs, claims, demands, or causes of action ("claims"), including without limitation all attorney's fees, arising solely out of, or solely in connection with, any breach of any covenant or condition of this Agreement by CLIENT, including without limitation any breach of Paragraph 1 above, and/or any claims relating to the subject matter of this Agreement whatsoever. Speak, Inc. shall give CLIENT thirty (30) days' written notice of any claim from the date Speak, Inc. receives notice of any claim subject to this Paragraph. The covenants and conditions contained in this Paragraph shall survive and continue in full force and effect following, termination of this Agreement.
11. **Mandatory Arbitration.** Any and all claims, controversies, disputes, actions or demands whatsoever arising out of or in any way related to this Agreement or the enforcement thereof, shall be subject to mandatory binding arbitration in San Diego, California, in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and non-appealable. Arbitration shall occur within thirty (30) days after appointment of the arbitrator except as the parties may otherwise agree in writing. At arbitration, any relevant evidence may be presented by either party. Any party may make the decision apart of the file of the San Diego County Superior Court, and any party may request the Superior Court to adopt and enforce the decision of the arbitrator. In the event the arbitrator performs any services or incurs any costs in resolving any of the issues assigned to him, he shall determine how his costs and fees should be divided and apportioned between the parties. The arbitrator shall have the authority to assess and award attorney's fees and costs to the party who prevails on any application to him or her.
12. **Force Majeure.** Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by a Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, national health emergencies which threaten travel and/or public gatherings, lockouts, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Parties of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after a force majeure condition ceases to exist.
13. **Governing Law, Jurisdiction, and Venue.** This Agreement is executed and delivered and is intended to be performed in the State of California, and to the extent permitted by law, the execution, validity, construction and performance of this Agreement shall be construed and enforced in accordance with the laws of California. This Agreement is to be deemed to have been jointly prepared by the parties, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the other parties, but according to the application of California law governing construction of contracts, if any such uncertainty or ambiguity exists.
14. **Attorney's Fees and Costs.** The parties hereto mutually agree to pay all costs and expenses of the prevailing party, including without limitation collection agency fees and expenses, all attorney's fees, and costs of suit or arbitration which the prevailing party may incur in the exercise, preservation, or enforcement of its rights, powers and remedies to enforce the terms of this Agreement.
15. **Amendment and Modification.** No changes, additions, or deletions may be made to this contract without prior written consent of Speak, Inc. and CLIENT.
16. **Effectiveness.** This Agreement shall not become effective until signed copies of the CLIENT Agreement and SPEAKER Agreement are returned to Speak, Inc. Speak, Inc. shall notify SPEAKER and CLIENT upon receipt of same.
17. **Publicizing of SPEAKER's Program.** CLIENT agrees not to publicize SPEAKER's name or program until the contract becomes effective as described in #16 above.
18. **Entire Agreement.** This Agreement contains the entire understanding of the parties, and there are no representations, covenants, or undertakings other than those expressed, or referred herein. Each party acknowledges that no other party or any agent or attorney of any other party has made any promise, representation, or warranty whatsoever, express or implied or statutory, not contained or referred to herein, concerning the subject matter hereof, to induce it to execute this Agreement, and each party acknowledges that it has not executed this Agreement in reliance on any such promise, representation, or warranty not specifically contained or referred to herein.
19. **Authority.** Each signatory to this Agreement expressly warrants that he, she, or it has the authority necessary to execute this Agreement and thereby bind the party on whose behalf each signatory purports to execute this Agreement.

_____ Client Initials



Deposit Invoice

Statement Date	Invoice Number
7/11/2018	20313-79551-D

Ms. Erin Penberthy, CMP
National Insulation Association
12100 Sunset Hills Road
Suite 330
Reston, VA 20190

RE: Dan Thurmon

PROGRAM DATE: April 4, 2019

DESCRIPTION	FEE	DEPOSIT
DEPOSIT DUE Dan Thurmon	\$19,000.00	\$9,500.00
Please Pay On or Before: July 25, 2018	TOTAL	\$9,500.00

Checks: Please make payable (in U.S. Dollars) to Speak, Inc. & mail to: 10680 Treena St. Suite 230, San Diego, CA 92131

Domestic Wire Transfers:

Grandpoint Bank, 355 South Grand Ave. Ste 2400 Los Angeles, CA 90071

Speak Inc Escrow Account

Bank Routing #: 122244566

Account #: 502017346

International Wire Transfers Please also include:

Swift Code: GRNPUS66

Federal ID #: 33-0356634

Thank you for your business

10680 Treena Street | Suite 230 | San Diego | CA 92131 | 858-228-3771 | fax 858-228-3989 | www.speakinc.com