

SPEAKING ENGAGEMENT

DEAL MEMO

NSP/F202510/S

AGENCY:	Harry Walker Agency, LLC
SPONSOR:	Fundació Barcelona Mobile World Capital Foundation
SPEAKER:	Steve Aoki
SPEAKER'S COMPANY:	DJ Kid Millionaire Touring Inc
EVENT:	Talent Arena 2026
EVENT DATE:	Monday, March 2, 2026
LOCATION:	Barcelona, Spain - Montjuic venue of Fira de Barcelona, Hall 8
FEE:	USD \$210,000.00 (equivalent to €181,597.50) – net of any applicable tax withholding, calculated at the exchange rate on the date of budget approval for the public bidding procedure, i.e. October 30, 2025.
PAYMENT:	<p>Payment to Harry Walker Agency LLC as follows:</p> <ul style="list-style-type: none"> - 75% on signing of this Agreement - 25% upon Speaker's travel to the event <p>Both payments are subject to prior receipt of the corresponding invoice, which must clearly identify Fundació Barcelona Mobile World Capital Foundation as the recipient, including its official tax identification number (G-65760431) and the purchase order number provided.</p> <p>All payments under this Agreement shall be made by bank transfer to a bank account solely owned by the Agency, with the following details:</p> <div style="background-color: black; width: 100%; height: 100%; margin: 10px 0;"></div> <p>MWCapital shall bear any fees or charges imposed by its own bank; any additional fees incurred from the transfer shall be borne by the Agency.</p>



<p>EXPENSES:</p>	<p>Inclusive with fee:</p> <ul style="list-style-type: none"> • First class roundtrip airfare (Intercontinental) and one traveling companion • Two night's hotel accommodation and one traveling companion • Meals and incidentals • Visas and travel documents • Home city exclusive professional ground transportation • Meals and incidentals <p>In addition to the fee, Sponsor shall cover the following expenses for Speaker and one traveling companion:</p> <ul style="list-style-type: none"> • Event city exclusive professional ground transportation (for event-related activities) <p><i>Travel and accommodations will be arranged by Agency and approved by Speaker.</i></p>
<p>PRE-EVENT CONFERENCE CALL:</p>	<p>Yes, with Speaker's representative, on a mutually-agreed date and time to discuss content.</p>
<p>AGENDA:</p>	<p>Monday, March 2, 2026:</p> <ul style="list-style-type: none"> - 5:30PM-6:30 PM: Speaking Component: Interview style keynote session (60 minutes). - Time TBD: Special component: Optional Meet and Greet (45 minutes) <p><i>No agenda changes without Speaker's prior approval before the event date. Speaker to approve final timing (if above indicates alternatives or TBD). Speaker to approve any emcees, moderators, and co-panelists/presenters. All questions (other than permitted, real-time audience questions) to be submitted in advance for review and approval and only approved questions will be asked. "Speaking Component" refers to the keynote or Q&A portion of the agenda, as applicable.</i></p>
<p>RECORDING AND RECORDING USE:</p>	<p>Sponsor may create a single audio-visual recording of the Speaking Component of Speaker's services (but not during any special component), which may be used only as follows as follows for a period of thirty (30) days from the event date:</p> <ul style="list-style-type: none"> • on an approved Event or Sponsor website • for Sponsor's internal, archival purposes indefinitely • to make clips (solely as described under "Clips" below) <p><i>Sponsor will submit the recording for approval prior to use and promptly following the event date (i.e., within 30 days), in a downloadable format approved by Agency. Only the approved recording may be used and only for pre- approved uses and the specified term.</i></p>

<p>CLIPS:</p>	<p>Sponsor may create three (3) short clips from the recording. The clips may be used by Sponsor in approved post-event promotional materials (in context with the event), as follows:</p> <ul style="list-style-type: none"> • on Sponsor’s approved social media handles • on an approved Event or Sponsor website • in a short, approved recap video/highlight reel produced by Sponsor to be distributed consistent with this section • for Sponsor’s internal, archival purposes indefinitely • for approved future event marketing <p><i>Sponsor will submit the clips (and any highlight reel/recap video/b-roll permitted above) for approval prior to use, in an approved format, and promptly following the event date (i.e., within 30 days). Only the approved materials may be used and only for pre-approved uses.</i></p> <p>The Speaker’s Likeness may be used following the event date solely for the promotion of the event in its current and future editions subject to Speaker’s prior written approval in each instance.</p>
<p>SIMULCAST:</p>	<p>If necessary and subject to Speaker’s approval, Sponsor may provide simultaneous onsite viewing of Speaker’s Presentation via a closed-circuit simulcast exclusively to overflow Event attendees as defined under “ATTENDEES/TICKETING” paragraph. The simulcast shall end immediately following the conclusion of Speaker’s Presentation.</p>
<p>PHOTOGRAPHS:</p>	<p>Candid photographs of Speaker (during the Speaking Component only, and not during any special components) may be taken by an event photographer and, once approved, used in approved post-event promotional materials (in context with the event), as follows:</p> <ul style="list-style-type: none"> • on Sponsor’s approved social media handles • on an approved event or Sponsor website • for Sponsor’s internal, archival purposes indefinitely • for approved future event marketing <p><i>Sponsor will submit the photos for approval prior to use and promptly following the event date (i.e., within 30 days). Only the approved photos may be used and only for a reasonable amount of pre-approved uses.</i></p> <p>The Speaker’s Likeness may be used following the event date solely for the promotion of the event in its current and future editions subject to Speaker’s prior written approval in each instance.</p>
<p>OPTIONAL SPECIAL COMPONENT, MEET & GREET:</p>	<p>Speaker has the option to participate in a special component in the form of a meet & greet which may include candid photo opportunities taken by a private professional event photographer. The length of the special component is 45 minutes, and the maximum number of participants is 40. Photo Line is not permitted.</p>



	<p><i>The final format, length, number of participants and details of any above special component (e.g., meet & greet, photo line, meals, etc.) are subject to Speaker's approval.</i></p> <p><i>Photos, if permitted, are strictly for personal, private, non-commercial use solely by the persons appearing therein. Speaker may refuse or withhold any such photos, not unreasonably. Upon request, Speaker may approve participants in any special component.</i></p>
<p>SPONSOR PROMOTIONS:</p>	<p>Sponsor may issue a reasonable amount of approved promotions prior to the event for in-context promotion of the event as follows:</p> <ul style="list-style-type: none"> • via Sponsor email • on Sponsor's approved social media handles/social platforms • on an approved event or Sponsor website • on an approved public YouTube channel • in an approved press release • in approved paid advertising for use in approved media <p>Post-event promotions (in a reasonable amount only) are permitted solely if and as permitted under "Clips" and "Photographs" above.</p> <p><i>No promotions at any time except as expressly set forth herein, whether for internal or external purposes. Sponsor will clear rights for third party materials used in promotions. No promotions until full execution of this Agreement and remittance of the first payment by the Sponsor.</i></p> <p><i>For the avoidance of doubt, all promotional and other materials referenced in this Agreement that contain any element of Speaker's Likeness (e.g., posts, invitations, website content, emails, press releases, signage, recordings, clips, photos, b-roll, paid ads, etc., each as and if expressly permitted in this Agreement) must be specifically approved in writing, prior to use, in each instance, as to the content, intended use, and scope and timing of proposed distribution.</i></p>
<p>SPEAKER PROMO OBLIGATIONS:</p>	<p>Sponsor Interview: Speaker will participate in a recorded interview with Sponsor's internal publicity team at a mutually-agreeable time and place prior to or on the event date. The length, format, and questions will be pre-approved by Speaker and the final recording, once approved by Speaker, may be used as set forth and subject to "Sponsor Promotions" above.</p>
<p>PRESS:</p>	<p>The Speaker is open to participate in media interviews related to the Talent Arena 2026 event, as reasonably requested by MWCcapital. All such media engagements shall be conducted strictly in accordance with the scope, format, and specific terms mutually agreed upon by the Parties prior to execution. All media interviews and promotional activities shall be subject to the prior approval of the Speaker.</p>
<p>SET/TECH NEEDS:</p>	<p><i>Upon request, Sponsor will consult with Speaker as to the set and technical requirements for the presentation.</i></p>



<p>EVENT SPONSORSHIPS:</p>	<p>MWCapital’s Board of Trustees is formed by the Barcelona City Council, the Government of Catalonia, the Ministry of Economic Affairs and Digital Transformation, Fira de Barcelona, GSMA, Telefónica, Vodafone, Orange, DAMM and CaixaBank.</p> <p><i>Speaker’s particular keynote session is not sponsored by any partner or company.</i></p> <p><i>Sponsors and subsponsors directly associated with any element of Speaker’s agenda are subject to Speaker approval. Speaker may decline to appear (or be photographed or recorded) with any brands or logos (other than Sponsor’s as Schneider Electric and Seidor as event sponsor or the Board of Trustees is formed by the Barcelona City Council, the Government of Catalonia, the Ministry of Economic Affairs and Digital Transformation, Fira de Barcelona, GSMA, Telefónica, Vodafone, Mas orange, DAMM and CaixaBank). Third party sponsors are not granted rights to use Speaker’s Likeness.</i></p>
<p>APPROVALS:</p>	<p><i>Speaker approval rights will be exercised by Speaker via Agency. All items for Speaker’s review and approval should be submitted to Agency with sufficient lead time (14 days where possible). Approvals will be exercised reasonably, promptly and only in writing. Speaker has no obligation to approve changes to this Deal Memo, such as additional services or promotions.</i></p>
<p>SPEAKER LEGAL ADDENDUM:</p>	<p><u>N/A</u></p>
<p>ABOUT THE SPONSOR:</p>	<p>MWCapital is a public-private initiative committed to positioning Barcelona and Catalonia as a global hub for technology, innovation, and digital talent. Its institutional backing (Government of Spain, Government of Catalonia and Barcelona City Council) and close alignment with MWC reinforce Talent Arena’s role as a strategic platform for shaping the future of the digital ecosystem.</p>
<p>SPONSOR’S WEBSITE:</p>	<p>https://mobileworldcapital.com/en/</p>
<p>ABOUT THE EVENT:</p>	<p>Talent Arena is the official talent event of the Mobile World Congress (MWC) dedicated to digital talent, software development, and technological creativity. Taking place at Fira Montjuïc – Plaza España from 2–4 March 2026, it connects emerging professionals with industry leaders and visionaries. In its first edition in 2025, Talent Arena welcomed 20,000+ attendees from 116 countries, combining inspiring sessions with professional networking activities.</p>
<p>AUDIENCE PROFILE:</p>	<p>500 audience members with technical backgrounds — including creators, developers, software engineers, AI specialists, and changemakers to explore how talent, creativity, and leadership shape the future.</p>



HARRY WALKER AGENCY, LLC
The World's Leading Speakers' Bureau

355 Lexington Avenue
21st Floor
New York, NY 10017

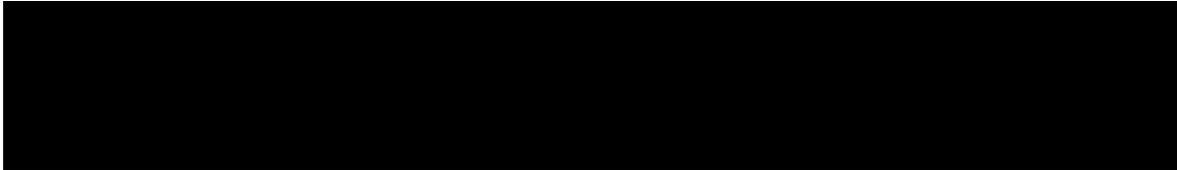
Tel: 646.227.4900
www.harrywalker.com

TICKETING/ REGISTRATION:	The event is part of a conference for a specific targeted audience. Attendees have registered to attend the event overall, but Speaker’s session is not separately ticketed. <i>Any material changes to ticketing must be acknowledged in writing by both parties.</i>
VENUE:	Fira de Barcelona, Hall 8 – Barcelona (Spain)
PRE-EVENT CONTACT:	Silvia Valcarcel
ONSITE CONTACT:	Silvia Valcarcel
AGREEMENT:	Deal Memo incorporates the attached Terms and Conditions all of which are binding and one agreement (together, the “Agreement”). Capitalized terms used in this Deal Memo and not otherwise defined have the meanings set forth in the Terms and Conditions.

Accepted and agreed on **Friday, November 7 , 2025**

HARRY WALKER AGENCY, LLC

Fundació Barcelona Mobile World Capital Foundation



[SIGNATURE PAGE]

[TERMS AND CONDITIONS FOLLOW]



TERMS AND CONDITIONS

1. **GOVERNING LAW:** This Agreement has been made and will be performed and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.
2. **VENUE:** Sponsor will ensure that the venue is conducive to the engagement, duly licensed and insured, in good condition, staffed with adequate security for the event, and in compliance with applicable laws. Sponsor will pay for and provide customary production and audiovisual equipment reasonably required by Speaker, which will be in first class quality and good condition.
3. **TRAVEL:** If applicable, Sponsor will cooperate with Agency as necessary in obtaining any necessary visas/work permits on Speaker's behalf. Neither Speaker nor Agency will be liable if Speaker is denied legally-required travel documents.
4. **WITHHOLDING TAXES:** Sponsor will withhold taxes from amounts payable hereunder only as required by law. If applicable, Sponsor will promptly pay all such taxes to the applicable governmental authorities and provide Agency proof of payment, including an itemized statement showing the amount of all taxes withheld, the date of payment, the entity to which payment was made, and any other information reasonably requested.
5. **SPEAKER CANCELLATION:** Speaker may cancel this Agreement at any time and for any reason. Sponsor will receive a refund of amounts already paid (less irrecoverable expenses (which may include private jet costs if Deal Memo indicates private jet)) if Speaker cancels other than due to fault or breach of Sponsor or due to Force Majeure, and in such event this Agreement will be deemed terminated and Sponsor will have no other claim or remedy against Agency or Speaker or Speaker's Company (if named on the Deal Memo). In lieu of the refund, Sponsor may elect to apply such funds toward a substitute Agency speaker (subject to separate contract and any additional fees/expenses such new speaker may require).
6. **SPEAKER DELAY:** If Speaker is unavoidably delayed for reasons outside Speaker's control (which may include, without limitation, technical or digital connection issues for virtual engagements) but arrives and provides services, Speaker's obligations will be deemed fulfilled and Speaker and Agency will have no liability to Sponsor in connection with such delay. Speaker, Agency and Sponsor will use commercial best efforts to arrange for Speaker to provide services notwithstanding such delay.
7. **SPONSOR CANCELLATION OR BREACH:** Sponsor will forfeit any amounts already paid, and owe the balance of all fees and expenses immediately, if Sponsor cancels the event or Speaker's participation for any reason (other than due to Force Majeure), and Sponsor will have no further rights hereunder. If Sponsor breaches this Agreement or the terms hereof (including without limitation by late or non-payment or premature or unauthorized use of Speaker's Likeness), Agency may terminate this Agreement immediately without liability, and Sponsor will forfeit any amounts already paid, owe the balance of all fee and expenses immediately, and have no further rights hereunder.
8. **FORCE MAJEURE:** If performance under this Agreement by Agency, Speaker, or Sponsor is prevented or substantially delayed due to force majeure (e.g., acts of God; wars; fires; earthquakes; weather event; hostilities; blockades; civil disturbances; revolutions; strikes; terrorist attacks; lockouts; epidemics; pandemics (excluding COVID-19 and its variants); government-mandated restrictions, shutdowns or other governmental acts)) (each, an event of "Force Majeure"), neither Agency, nor Speaker, nor Sponsor will be liable to any other party or in breach hereof for such failure or delay in performance. Such event of Force Majeure will not exempt, but merely suspend, such party from its duty to perform hereunder until as soon as practicable after the condition ceases to exist. In such event, Sponsor will use commercially reasonable efforts to reschedule Speaker's appearance, which will be subject to Speaker's availability. If a rescheduling occurs, any portion of the fee and recoverable expenses already paid by Sponsor will be applied to the new event date, with Sponsor bearing any new expenses. If no rescheduling occurs, Sponsor will receive a refund of amounts already paid (less irrecoverable expenses), provided Speaker will retain a pro rata portion of the fee for services rendered and/or rights exploited, to be mutually agreed by the parties in good faith, following which this Agreement will be deemed terminated and Sponsor will have no other claim or remedy against Agency or Speaker or Speaker's Company (if named on the Deal Memo). The foregoing notwithstanding, if Speaker is on-site or en route to the event city, and Speaker is ready, willing, and able to perform, but for the event of Force Majeure, Sponsor will remain liable for the full fee and all incurred expenses.
9. **CONFIDENTIALITY:** Sponsor, Speaker, and Agency each agree to maintain the absolute confidentiality of all the terms, conditions, and arrangements contained in this Agreement and/or associated with the appearance by Speaker, except to its legal representatives or as required by law or court order.
10. **SPEAKER'S NIL RIGHTS:** Any and all uses of Speaker's name, image (e.g., photo or recording), voice, likeness, biography, quotations, remarks, identifying or distinguishing characteristics or intellectual property ("Speaker's Likeness") are subject to Speaker's prior written approval in each instance in Speaker's sole discretion, including as to the applicable element of Speaker's Likeness, the related materials, and the intended use, term and distribution. Upon request, Sponsor will immediately take down any use of Speaker's Likeness in contravention of this Agreement or that creates a personal or professional conflict for Speaker.
11. **NO ENDORSEMENTS:** No use by Sponsor of Speaker's Likeness may suggest or imply an endorsement of any sponsor, entity, individual, product or service, and no endorsements are given; nor may Speaker's Likeness be used for any commercial or merchandising purpose. Neither Speaker nor Speaker's Likeness will appear or be directly associated with third party sponsors or participants (e.g., brands/logos/individuals).
12. **PHOTOS/RECORDINGS:** Photographs, recordings (whether audio or audio-visual) and transcripts of Speaker or Speaker's Presentation may not be sold, licensed or repackaged (whether by Sponsor or any photographer) and are permitted to be taken and/or used only as expressly set forth in the Deal Memo and subject to the approvals set forth in this Agreement.
13. **PROMOTIONS:** Promotions using Speaker's Likeness are permitted only as expressly set forth in the Deal Memo, in context with the event, in only a



reasonable amount (and never disproportionate with Speaker's involvement in the event), and in all cases subject to the approvals set forth in this Agreement. Paid advertising, paid amplification of social media posts, boosting and whitelisting are prohibited, unless expressly set forth in the Deal Memo.

14. **USAGE TERM:** Speaker's Likeness may not be used following the event date except as may be expressly set forth in the Deal Memo. Post-event usage rights cease 30-days following the event date, unless a shorter or longer term is specified in the Deal Memo. Following such date(s), Sponsor will cease use and destroy all applicable materials within its control.
15. **ARTIFICIAL INTELLIGENCE:** Sponsor is prohibited at all times from using or referencing Speaker's Likeness or Speaker's Presentation in or in connection with any artificial intelligence or machine learning technologies, tools, and/or models, whether now known or hereafter devised ("AI Tools") for any purpose whatsoever, including without limitation to generate or otherwise process any content or to train any AI Tool.
16. **OWNERSHIP:** Speaker reserves all copyright and other intellectual property rights in Speaker's presentation, remarks, responses, stories, conversations, writings, materials, and performances prepared or delivered in connection with this Agreement (all of the foregoing together with the Speaking Component, "Speaker's Presentation"), including without limitation as Speaker's Presentation may be embodied in any recording.
17. **INDEMNIFICATION; INSURANCE:** Sponsor will indemnify, defend and hold harmless Agency and Speaker and Speaker's Company (if named on the Deal Memo) from and against any third party claim, loss, damage or expense, including reasonable outside attorneys' fees and costs, arising from or in connection with Sponsor's breach of or failure to comply with this Agreement, or the event and/or the advertising, promotion, distribution or exploitation thereof, including, without limitation, claims of property damage or personal injury, but excluding claims resulting from Speaker's gross negligence in performing the services or infringing material in Speaker's presentation. Sponsor will obtain and maintain, through completion of the event, public and comprehensive general liability insurance coverage of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000 medical expense (any one person). Sponsor will provide Agency with certificates of insurance evidencing such coverage and naming Speaker and Agency and Speaker's Company (if named on the Deal Memo) each as additional insureds (and failure to provide such COIs does not waive obligations).
18. **MARKS:** Nothing herein grants Sponsor any rights to use the trademarks, logos, uniforms or identifications ("Marks") of any team, association, network, program, character, group, company, sponsor, or other entity associated with Speaker or Agency. Sponsor will obtain permission to use any Marks from the appropriate rights holder (which Sponsor understands is required even if Speaker has otherwise consented to such use) and provide Speaker satisfactory written evidence of thereof. Likewise, nothing herein grants Speaker any right to use Sponsor's Marks other than in connection with (i) performance of services hereunder as requested by Sponsor, and/or (ii) Speaker's/Speaker's Company's professional portfolio/public marketing purposes as indicated in Section 25 below.
19. **LIMITATION OF LIABILITY:** Neither Speaker, Sponsor nor Agency will be liable to any other for indirect, incidental, punitive, consequential, special, or exemplary damages arising in connection with this Agreement or the transactions contemplated hereby, whether in an action in tort or in contract. Agency's total liability under or in connection with this Agreement will not exceed the amount of the fee actually paid.
20. **COMPLIANCE WITH LAWS:** Sponsor (and all materials provided, approved or distributed by Sponsor) will comply with all applicable laws, regulation and policy requirements including, without limitation, union rules and regulations, FTC rules and regulations, immigration laws, then-current health and safety laws, venue capacity restrictions, and applicable licensing, insurance, and personal data protection and privacy laws.
21. **QUALITY CONTROL:** Sponsor will ensure the events contemplated hereby are of first-class quality consistent with industry standards for individuals of Speaker's stature. Virtual events will take place on pre-approved and reputable web platforms and be free of delays, delivery failures, viruses, hacker intrusions or other damage resulting from the use of any web platform. Sponsor represents that it has sufficient capital to comply with its financial obligations hereunder, regardless of the availability of third-party financing, or the success of sponsorship or ticket sales (if permitted hereby).
22. **ANTI-CORRUPTION:** Sponsor represents that neither Sponsor, nor any of its respective directors, officers, agents, employees or persons associated with or acting on behalf of Sponsor will, directly or indirectly, offer, promise, authorize or receive any payment or gift of anything of value for the purpose of (i) influencing or inducing any official act or decision of a Government Official, (ii) inducing such Government Official to use influence to affect any act or decision of a governmental authority, (iii) securing any improper advantage, or (iv) taking any action in furtherance of an offer, payment, promise, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action or retain business or otherwise secure any improper advantage. "Government Official" means any official, including those who are employed, appointed or elected, at government agencies, departments, instrumentalities or ministries; employees of government-owned or government-controlled entities; officials of political parties and candidates for public office; employees of public international



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organizations like the UN, World Bank, European Union; members of monarchies or royal families; or anyone who acts in an official capacity on behalf of any of the above.

23. **ARBITRATION:** Any and all disputes arising out of or relating to this Agreement, including as to this arbitration provision, shall be resolved exclusively by binding and confidential arbitration in New York. The parties shall split all tribunal and arbitrator expenses fifty-fifty (50/50). The arbitration shall be resolved by a single JAMS arbitrator (who will be a lawyer or a former Judge) in accordance with JAMS rules then in effect. The parties hereto shall submit to the exclusive jurisdiction of JAMS and any such arbitration award, including any equitable or injunctive relief granted, can be enforced in any court of competent jurisdiction, including without limitation, courts in New York, New York. The arbitrator shall award reasonable costs (including without limitation tribunal and arbitrator expenses) and outside attorneys' fees to the prevailing party. The parties waive the right to seek lost profits or punitive, consequential, indirect, or special damages and the arbitrator shall have no authority to award such damages. Any arbitration proceeding commenced hereunder shall be held and maintained as a private and confidential proceeding, except solely to the extent necessary for the enforcement of any award, order or decision entered hereunder, where the prevailing party shall be entitled to recover its reasonable outside attorneys' fees and costs incurred. For any dispute under \$1 million, exclusive of interest, costs, and attorneys' fees, the parties agree to expedited relief. This dispute resolution provision shall survive any termination of this Agreement.
24. **MISCELLANEOUS:** Each party to this Agreement, as applicable, represents and warrants that it is duly authorized to sign this Agreement and that its signatory hereto is a duly authorized representative of its organization. No party may assign this Agreement or any of its rights or obligations hereunder, including payment obligations. Sponsor may not license or authorize any third party to use or exploit any rights or permissions granted to it hereunder, including without limitation any third party sponsors. No waiver by Agency/Speaker of any provision will be binding unless in writing and signed. Notwithstanding anything to the contrary contained in this Agreement, Sponsor permits (and grants any necessary licenses to) Speaker and Agency to use any photos or recordings from the event for professional portfolio/public marketing purposes, and Speaker may take its own photos and recording. Speaker is an independent contractor. Speaker has sole and exclusive discretion and approval over the content of Speaker's remarks and the manner of delivery. Agency is not responsible for any act or omission on the part of either Sponsor or Speaker, or for any statement or opinion expressed by Speaker. Nothing herein will be construed to create a partnership or any other kind of joint undertaking or venture between or among Agency, Speaker, and/or Sponsor. This Agreement sets forth the entire understanding among the parties, and supersedes all prior documents and communications, whether written or oral. Indemnification, insurance, confidentiality, and any other terms that by their nature should survive the expiration or termination of this Agreement will so survive. Speaker and Speaker's Company (if named on the Deal Memo) are third-party beneficiaries under this Agreement and entitled to enforce Agency's rights hereunder. In the event of any inconsistency between the provisions of these Terms and Conditions and the provisions of the Deal Memo, the provision most favorable to Speaker will control. This Agreement returned signed by Sponsor will be deemed fully executed (if and when countersigned) without regard to Sponsor's handwritten or electronic revisions to such returned contract, or to any Sponsor exhibits, riders and/or addendums, which will not be incorporated herein or binding on any party. This Agreement may be executed in one or more counterparts, and by electronic signature or pdf, each of which will be deemed an original, and all of which will constitute one and the same instrument.

[END TERMS AND CONDITIONS]