

DATE: March 18, 2010

Contract #: F5675

COPY

SPEAKER: Sarah Palin

FEE: \$75,000.00 USD

EXPENSES: Client is responsible for expenses for four to include first class airfare for two and unrestricted coach airfare for two.

FUNCTION: 50th Anniversary Gala Dinner

CLIENT: Ms. Susana Gajic-Bruyea, Executive Officer
California State University, Stanislaus Foundation
One University Circle
Turlock, CA 95382-3200
phone: 209.667.3131 fax: 209.667.3026 email: SGajic-Bruyea@csustan.edu

APPEARANCE DATE: Friday, June 25, 2010

VENUE: California State University Stanislaus
One University Circle
Turlock, CA 95382
phone: 209.667.3122

HOTEL: Doubletree Hotel Modesto
1150 9th Street
Modesto, CA 95354-0839
phone: 209.526.6000

PRE-EVENT CONTACT: Susana Gajic-Bruyea, Executive Officer
phone: 209.667.3131 email: SGajic-Bruyea@csustan.edu

ONSITE CONTACT: Jacob McDougal, Director of Alumni Affairs
phone: 209-620-6543 (c) email: jmcDougal@csustan.edu

SPEECH TITLE/TOPIC: Remarks by Sarah Palin

TIME TABLE: 6:15 - 7:00pm VIP Reception with photos (Approx. 30 people, Invitation Only) - NO REMARKS
7:30pm Dinner begins
8:30pm Governor Palin's presentation (30 minutes of remarks, no Q&A)
9:15pm Conclusion

NO CHANGES ARE PERMITTED TO THE ABOVE TIMETABLE

EXCLUSIVITY: Governor Palin agrees not accept an offer for a live, in-person public ticketed event that will play within a 50 mile radius of the event venue for 60 days prior to the event date. All events that are broadcast via satellite are exempt from the terms of this territorial exclusivity agreement.

In addition, should Governor Palin accept an offer for a public event that will play within a 50 mile radius of the event venue after their event, no public promotion of that event will be allowed for 60 days prior to the event date. Please note that all book and political events are exempt from the exclusivity terms.

SPECIAL INSTRUCTIONS: IMPORTANT NOTE: THE SPEAKER'S PARTICIPATION IN THIS EVENT MAY NOT BE PUBLICIZED UNTIL A SIGNED COPY OF THIS CONTRACT HAS BEEN RETURNED AND DEPOSIT HAS BEEN RECEIVED. All advertisements and publicity shall be submitted in English whether for print, broadcast, on-line or otherwise, shall be subject to the immediate review and written approval by the Washington Speakers Bureau. Client to send detailed background information about this event to the Washington Speakers Bureau by 5/25/2010.

The attached addendum is part of this agreement.

Customer shall not have the right to broadcast, televise, record (except requested audio recording) or otherwise reproduce the engagement or any part thereof or permit others to do the same without approval from WSB.

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A campus approved photographer will be permitted to take pictures throughout the event but during the presentation a flash may not be used after the first three minutes of Gov. Palin's remarks. Approved photos by this photographer will be permitted to appear in the university's alumni magazine and on the website.

All event sponsors MUST be approved, IN ADVANCE, by the speaker and Washington Speakers Bureau.

MEDIA:

Local media will be permitted to cover the presentation portion of this event and they are permitted to record the first 3 minutes of Gov. Palin's remarks for b-roll footage (video, no audio). A mult box will be used for this media recording and no other recordings by the media will be permitted.

RECORDING INSTRUCTIONS:

Customer is required to audio record all of Speaker's remarks (Presentation, Q&A, etc.) - please see addendum for further instructions on the audio recording. No other uses for this recording will be permitted. This contractual statement supersedes Additional Terms & Conditions Section 14.

TECHNICAL REQUIREMENTS:

Client to provide as per attached addendum.

SPEAKER'S ATTIRE:

Black Tie/ Formal

AUDIENCE'S ATTIRE:

Black Tie/ Formal

PAYMENT:

FAX signed contract to 703.299.4939 by March 17, 2010.

\$37,500.00 deposit due April 02, 2010.

\$37,500.00 balance due June 11, 2010.

Invoices enclosed. Make check payable to: Washington Speakers Bureau (FID #54-1980995).

EVERY EFFORT WILL BE MADE TO BILL THE CLIENT FOR ALL EXPENSES WITHIN 30 DAYS OF THE APPEARANCE.

Accepted by the Washington Speakers Bureau:

Accepted by California State University, Stanislaus Foundation:

Kristine B. Kalo

3/18/2010

Kristine B. Kalo, Vice President
Email: KristyK@WashingtonSpeakers.com
Office Phone: 703.236.4189
Cell Phone: 703.408.7058

Date

Susana Gajic-Bruyca 03/18/10

Signature

Date

SUSANA GAJIC-BRUYCA 03/18/10

Print name

VICE-PRESIDENT FOR UNIVERSITY ADVANCEMENT
AND EXECUTIVE OFFICER OF THE FOUNDATION BOARD.

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ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT - WSB & Client

1. **PARTIES.** Washington Speakers Bureau ("WSB") and Client, each a "Party" and collectively the "Parties" are the signatories to this Agreement. WSB is the booking agent for the Speaker for the scheduled speech or other performance (the "Engagement"). Accordingly, WSB has confirmed Speaker's availability to perform the Engagement for Client and shall handle all payments from Client related to same. The Parties are independent contractors with respect to this Agreement. Nothing herein shall constitute a partnership, joint venture or employer/employee relationship between them, and neither Party is the agent of the other. Neither Party shall hold itself out contrary to the terms of this paragraph and neither Party shall become liable for any representation, act or omission of the other contrary to the provisions hereof.
2. **SPEAKER.** The Speaker is not a party to this Agreement. The Parties acknowledge that the Speaker is an independent contractor and is not the employee, partner, joint venturer or agent of either the Client or WSB. As an independent contractor, the Speaker shall have the exclusive control over the means, method and details of fulfilling the services outlined in this contract. Although WSB and the Speaker have a contractual relationship, neither WSB nor the Speaker is responsible for any act or omission on the part of the other.
3. **NON-ASSIGNABILITY.** It is agreed that this Agreement is a personal service contract and that the terms of this Agreement are not assignable in whole or in part by either Party without the prior written approval of the other Party.
4. **TAXES AND FEES.** It is understood that the Speaker, as an independent contractor, shall assume all responsibility for payment of his/her federal income tax, social security and Medicare tax, state income tax, public liability and workers' compensation insurance. It is understood that the Client may be required by law to withhold state and local income taxes in certain U.S. jurisdictions and to withhold foreign income taxes in certain foreign countries. These taxes will be withheld only as required from the fees due the Speaker and remitted directly to the jurisdiction by the Client on the Speaker's behalf. An itemized statement shall be provided in a timely manner to WSB that shall include the exact amount of any and all taxes withheld, the date of payment and the entity to which payment was made. In the event that there are any sales taxes, admission taxes, user fees or other charges, taxes or fees of any kind levied by the jurisdiction where the Engagement is to take place, the Client shall be wholly responsible for any and all such taxes and expenses in addition to any other payment due under the terms of this Agreement.
5. **PAYMENT TERMS.** The Client shall strictly comply with the payment terms as set out in this Agreement. The timing of payments is of the essence. In the event that any payment is not received by the due date, such non-payment constitutes a material breach of this Agreement by the Client. The acceptance by WSB of any payment after the due date shall not be construed to be a waiver.
6. **EXPENSES.** The Client shall be responsible for all reasonable expenses in addition to payment(s) for the Engagement. Expenses for the Speaker will include first class airfare (unless otherwise agreed) and other normal transportation charges and expenditures; local lodging and meals; taxicabs or limousine fares and any other expenses made necessary by the Speaker's trip to, presence in, or trip from the city in which the program is presented.
7. **BREACHES.**
- a. In the event that the Client fails to provide any of the items promised herein, fails to make timely payments as provided herein, fails to proceed with the Engagement, and/or breaches any of the other conditions set forth in this Agreement, then WSB shall notify the Speaker that he/she shall have no obligation to perform the Engagement described herein and WSB may immediately enforce any and all remedies available to it under the law.
- b. In the event that any breach or cancellation of this contract occurs at any time prior to sixty (60) days before the scheduled event, 50% of the total fee shall be due and payable immediately to WSB. In this event, WSB, upon receipt of the payment, shall pay the Speaker the amount received, minus the full amount of the commission, which shall be accepted by the Speaker in full satisfaction of the Speaker's rights under the Agreement.
- c. In the event that any breach or cancellation of this Agreement occurs within a period of sixty (60) days or less before the Engagement, the entire fee shall be due and payable immediately to WSB.
8. **CANCELLATION BY THE SPEAKER.** In the event of cancellation of this Agreement at any time by the Speaker due to illness or an unforeseen emergency or overriding obligation or professional responsibility, WSB will have no liability for expenses or losses incurred by the Client. WSB will make a reasonable effort to provide a comparable Speaker that is
- acceptable to the Client. In the event that the Speaker cancels the Engagement and if WSB cannot provide a substitute speaker that is acceptable to the Client, then WSB shall promptly refund to the Client any payments received.
9. **THE ENGAGEMENT.** The Client shall provide a well-ventilated (or cooled as the case may be), well-lit, safe and appropriate place (the "Venue") for the Engagement. All equipment and facilities shall be in good working condition together with the necessary stage, accessories and properties including without limitation, microphones and amplification system. The Client shall ensure that the audience shall be no more in number than the legal number permitted at the Venue. No additional appearances or activities shall be planned by the Client or sponsor nor expected of the Speaker unless expressly contained as part of the terms of this Agreement. The fee listed is understood to be for the Engagement and in certain cases associated expenses (i.e., the speech or other performance) only; any additional activities must be negotiated independently with WSB and set forth in writing. Any material change in the nature of the Engagement including without limitation, the Venue, the size of the audience, the purpose, the sponsor, or the other speakers on the agenda, shall constitute a breach of this Agreement without the prior written approval of WSB. In the event that the Speaker has any specific requirements, including without limitation, the need for any special equipment, any such requirements shall be provided in writing and shall be attached to this Agreement as an Addendum.
10. **FURTHER ASSURANCES.** In the event that WSB, after entering this Agreement, receives or discovers information which raises concern about the Client's ability to perform all of the terms and conditions of this Agreement, including timely payment, or concern that the program as planned by the Client may not be acceptable or in keeping with the Speaker's public image or personal beliefs, then WSB may request certain assurances from the Client. The assurances may include without limitation, advance payment, personal guarantees, other security arrangements or adjustment(s) of the agenda.
11. **DEFAULT AND REMEDIES.** If the Client breaches any of its obligations hereunder including without limitation, the payment terms, the full amount of the fee shall become due and payable immediately by the Client. If the Client fails to pay any sums due within five (5) days from the date such sums are due and owing, the balance will accrue interest at the rate of 1% per month. In the event that if becomes necessary to involve the services of an attorney or collection agent, the Client agrees to pay all costs of collection including reasonable attorneys' fees and all the costs incurred in any litigation instituted to recover amounts due under this Agreement.
12. **APPLICABLE LAW.** This Agreement shall be governed and construed in accordance with the laws of the United States and with the laws of the Commonwealth of Virginia applicable to contracts entered into and to be performed entirely therein without regard to any choice of law or conflict of law provisions.
13. **DISPUTE RESOLUTION.** In the event of a dispute arising from or relating to this Agreement, each Party shall appoint a senior management representative to negotiate a resolution. If such efforts are not successful within ninety (90) days or as otherwise agreed by the Parties, the Parties shall submit any dispute arising from or related to this Agreement to non-binding mediation in a neutral location mutually agreeable to the Parties. If such mediation is not successful, then the Parties shall submit the dispute to arbitration by a single arbitrator in accordance with the Rules for Commercial Arbitration of the American Arbitration Association in a neutral location mutually agreeable to the Parties.
14. **RECORDING PROHIBITED.** It is agreed that the Engagement, including without limitation the Speaker's address, may not be recorded by any means, including without limitation, on audio tape, video tape or film, nor may it be broadcast or streamed on the Internet, in whole or in part, without the prior written permission of WSB.
15. **CONFIDENTIALITY.** The Parties agree that the terms of this Agreement, including its compensation terms, ("Confidential Information") are confidential and should be held confidential by each Party. The Parties shall not publicly disclose any Confidential Information and acknowledge that any breach, negligent or intentional, of this confidentiality shall be deemed a material breach of this Agreement for which the breaching Party will be held liable.
16. **FORCE MAJEURE.** Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either 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, lockouts, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure of 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.
17. **LIMITATION OF LIABILITY.** In no event shall either party be liable to the other for indirect, incidental, consequential, special, or exemplary damages such as, but not limited to, loss of revenue or anticipated profits or lost business, incurred by a party whether in an action in contract or tort even if the other party has been advised of the possibility of such damages, except for the payment obligations of client under this Agreement, and the indemnification obligations of the parties, and any damages arising from one party's misappropriation of the other's intellectual property or confidential information.
18. **INDEMNITY.**
- a. Each Party shall each indemnify, release, defend and hold harmless the other Party, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third Party claim, action, or proceeding, based directly or indirectly on any breach of its warranties contained herein or arising from or relating to its performance under this Agreement.
- b. The Party claiming indemnification under this Section shall promptly notify the other Party when it has knowledge of circumstances or the occurrence of any events which are likely to result in an indemnification obligation under this section or when any action, suit, arbitration, or judicial or administrative proceeding covered by this section is pending or threatened.
- c. Except for willful misconduct or gross negligence, neither Party shall be liable to the other for punitive, exemplary, special, indirect, or consequential damages including, without limitation, lost profits, each Party's aggregate liability being limited to the other Party's direct damages.
- d. In the event of a claim from a third party, either Party may, at their own expense, assist in the defense if each so chooses, provided that: (i) the ultimate Party against whom the claim is asserted shall control such defense and all negotiations relative to the settlement of any such claim; and (ii) any settlement intended to bind the claimant Party shall not be final without the claimant Party's written consent.
- e. The claimant Party shall be required to provide reasonable cooperation to the indemnifying Party in the defense of any claim hereunder.
19. **SEPARABILITY.** Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.
20. **DUE AUTHORIZATION.** Each of the Parties represents and warrants that the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its behalf, this Agreement has been duly executed by it, and this Agreement constitutes its valid and binding obligation.
21. **INTERPRETATION.** This Agreement has been entered into after review and negotiation of its terms by the Parties hereto, who have both had the opportunity to be represented by counsel. The Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party. No ambiguity or omission shall be construed or resolved against either Party on grounds that this Agreement or any provision thereof was drafted or proposed by such Party.
22. **HEADINGS.** The Section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.
23. **SURVIVAL.** The following sections of this Agreement (including their respective subparts) shall continue in full force and effect notwithstanding any termination or expiration hereof: Sections 3, 4, 11, 12, 13, 15, 17, 18, 19, 20, 21, 22 and 24.
24. **ENTIRE AGREEMENT.** This Agreement may be executed in one or more counterparts each of which will be deemed an original but all of which when taken together will constitute one and the same instrument. This Agreement sets forth the entire understanding between the Parties; it shall become effective when a fully executed original is received by WSB. This Agreement may not be altered, changed, modified or waived in whole or part except by another agreement in writing signed by both Parties. An executed facsimile copy, email, or photocopy of this Agreement shall be deemed an original.

This contract is subject to the terms and conditions set forth on all previous pages of this contract. The representative of the Client in signing this agreement warrants that she or he signs as a duly authorized representative of the Client.

CONTRACT ADDENDUM

SECURITY:

Due to the Speaker's professional endeavors and high profile, arrangements of the highest order are necessary for the maintenance of the Speaker's security and the security of the audience. Customer agrees to provide security arrangements as deemed necessary by WSB and the Speaker.

AIR TRAVEL:

COMMERCIAL AIR:

US Events: Customer shall be responsible for round-trip, first class commercial air travel for two between Anchorage, Alaska and event city and full, unrestricted round-trip coach airfare for two between event city and the lower 48 US States. At the Speaker's discretion, the departure/return city may vary for the first class airfare.

International Events: Customer shall be responsible for round-trip, first class commercial airfare for two between Anchorage, Alaska and event city and round-trip business class airfare for two between event city and the lower 48 US States. At the Speaker's discretion, the departure/return city may vary for the first class airfare. If business class airfare is not available, customer will be responsible for first class airfare.

For security purposes, donated or sponsor airline tickets may not be used under any/all circumstances – no exceptions will be permitted. The Washington Speakers Bureau will book all travel arrangements for Speaker and party.

DONATED PRIVATE PLANE (WSB cannot accept a donated chartered plane):

The private aircraft MUST BE a Lear 60 or larger (as defined by interior cabin space) for West Coast Events; or, a Hawker 800 or larger (as defined by interior cabin space) for East Coast Events and both are subject to the Speaker's approval. The Speaker reserves the right to change the flight plans at any time. If the Speaker changes her mind and opts to fly via commercial flights for US Events, the Customer must be prepared to cover the cost of first class round trip airfare for two and full, unrestricted, roundtrip coach air for two. For travel outside the US, Customer must be prepared to cover the cost of first class, roundtrip airfare for two and business class, round-trip airfare for two. If business class airfare is not available, customer will be responsible for first class airfare.

To ensure the safety of the passenger(s), the private aircraft - whether owned by the host organization, donated to the host organization (by a sponsoring organization who owns and operates their own corporate jet) or chartered by WSB - must have two jet engines, be flown with two fully qualified pilots and be fully insured. The aircraft MUST MEET or exceed U.S. FAA safety, operating and maintenance standards and regulations. The aircraft itself and all arrangements in regard to the Speaker's transportation will be subject to advance approval by the Speaker and WSB

For all donated corporate, organization or private planes, Customer agrees to provide a certificate of aircraft liability insurance showing minimum limits of \$25 million per occurrence, including passenger liability, and the following must be listed as additional insured's: Washington Speakers Bureau and Omnicom Group, Inc. The certificate must also provide a waiver of subrogation wording in favor of all the aforementioned additional insured's with respect to damage to the aircraft hull. The certificate must also state that the charter company's policy is primary and non-contributory by any other insurance maintained by the additional insured's.

The Customer agrees to provide the following security information at least fourteen (14) business days in advance of the event date: tail number, type of equipment, FBO information, names of the pilot and co-pilot, social security numbers, dates of birth and pilot's cell number. Customer will also provide the name of the owner(s) of the donated plane as well as a 24-hour contact phone number. For donated planes, the Customer is encouraged to talk with the donor as to what they will be paying out of pocket for operating the plane, as WSB may be able to charter a private plane for less.

Customer must confirm the airplane with WSB no later than forty-five (45) business days before the event date. If the Customer has not secured a plane by this time, WSB will charter a plane and bill the Customer accordingly.

Customer agrees that Speaker, their traveling party and the plane crew will be the only passengers onboard the private jet.

GROUND TRANSPORTATION:

OUT OF TOWN ENGAGEMENTS: Customer agrees to provide the Speaker and traveling party with ground transportation in both originating city and event city. Transportation will be by SUV(s) from a professionally licensed and insured car service. If SUV(s) are not available, black town cars may be substituted. WSB will arrange all of the Speaker's ground transportation. Only representatives of the Speaker or WSB are to meet the Speaker at the arriving/departing airport. In addition, for those events that do not take place at the hotel where the Speaker and traveling party are staying, the cars and drivers will need to wait at the venue for the duration of the program.

LOCAL EVENTS: For events occurring within driving distance of the Speaker's office/residence, Customer agrees that WSB will arrange all local transportation with the same restrictions as noted above. The cars/drivers will need to wait at the venue for the duration of the event.

HOTEL ACCOMMODATIONS AND COMPUTER EQUIPMENT/ACCESS:

All hotels must be approved by WSB. Customer agrees to provide the Speaker and party with accommodations of a pre-registered one-bedroom suite and two single rooms in a deluxe hotel as approved by WSB. Customer may be requested to provide in speaker's room, prior to arrival, a laptop computer and printer (fully stocked with paper) and to provide access to high-speed internet and WiFi. WSB will confirm with the customer prior to event if the computer equipment and services will be needed for your event. In addition to room and tax charges, Customer agrees to pay for all meals and incidentals (incidentals include but not limited to phone, fax and computer equipment/services at the hotel). All hotel charges for the Speaker and traveling party, during their stay in event city, are to be master-billed to the Customer or WSB. For charges billed directly to WSB, the Customer will be invoiced after the event. For security purposes, all hotel accommodations are to be registered under an alias (to be provided by WSB prior to event date). Customer agrees to work with WSB to precheck-in the Speaker and traveling party and provide room keys to the WSB representative or to the Speaker and traveling party upon arrival at the hotel. As necessary and as directed by WSB, access to the Speaker's room/suite may be required in advance of the Speaker's arrival. Rooms for members of the Speaker's traveling party must be located next to, or in the vicinity of, the Speaker's room/suite. Customer may be asked to arrange hotel rooms for the Speaker's advance team but will not be responsible for any costs incurred by the advance team. If an overnight stay is not required, please reserve one holding suite and one or two single rooms with the same restrictions as noted above.

SATELLITE EVENTS:

Customer agrees to provide a 2-way satellite broadcast. For Q&A, the questions are to be collected from the audience in advance, pre-screened and a designated representative (by Customer and approved by Speaker via WSB) shall ask questions directly of the Speaker to avoid delay time with a roving microphone in the audience.

AUDIENCE Q&A:

A moderator or a designated representative (designated by Customer and approved by WSB) shall ask questions directly of the Speaker.

ADVERTISING, PRESS RELEASES & PROMOTIONAL MATERIALS:

All advertisement, press releases and any publicity copy shall be submitted to WSB for approval by WSB and Speaker. All copy submitted must be in English whether for print, broadcast, on-line or other mediums.

When submitting copy for approval, please include medium and audience (i.e. daily newspaper, web site with general viewing, etc). Please allow at least five (5) business days for turn around time on all subject matter for review and written approval. A final/actual copy, once approved, of all advertisements, press releases, publicity and printed materials for the engagement (whether for print, broadcast or any other medium) must be provided to WSB. The Speaker's name should be listed in print as directed by WSB.

PRESS & MEDIA COVERAGE:

All requests for general press or media coverage of the engagement or any additional appearances of the Speaker are to be submitted at the firm invitation stage for review and approval. If media coverage is approved, customer shall provide a list of media outlets expected to attend Speaker's presentation 10 days in advance of event date. All press releases, which mention the Speaker, must be submitted to WSB for approval. See Advertising, Press Releases & Promotional Materials section of this addendum for approval process for press releases.

AUTOGRAPHS:

Unless agreed to at the firm invitation stage, Customer shall not permit or assist in the request for autographs while the Speaker is on-site.

PHOTO OPPORTUNITIES:

All photo opportunities will be considered on a case-by-case basis and must be requested at firm invitation stage for Speaker's approval. In order to ensure that all guests are able to have their photo taken with speaker following are the number of clicks as appropriate for length of photo op: 45 min/75 clicks; 60 min/100 clicks and 90 min/125 clicks. If approved, Customer agrees to provide a professional photographer(s) for all photo opportunities. Photos are for personal use only and may not be reprinted, reproduced or used for any personal, business or political purpose or any other purpose without the approval of WSB and the Speaker. Personal cameras, cell phone cameras and any other recording device must be turned off during all functions at which the Speaker is in attendance. For all photo opportunities, a receiving-line style, as opposed to a snake-line, is most efficient and ensures that everyone will have an opportunity to have their photo taken. The diagrams at the end of this addendum show the formats to be followed. The room or area for the photos must be set apart from the presentation room and should have sufficient light. NOTE: Direct, on-camera flash bulbs are not permitted. Rope and stanchions will also help to expedite the photo op and are highly recommended.

RECEPTIONS:

Attendance at receptions must be agreed to at the firm invitation stage. A list (name, title and affiliation) of those attending the reception must be supplied to WSB in advance. For those receptions with a large number of attendees (100+), rope and stanchions are highly recommended to assist with attendee control and ensure that all attendees will be able to greet Speaker during the allotted reception time.

BROADCAST / RECORDING:

All broadcast and recording requests will be considered on a case-by-case basis and must be requested at the firm invitation stage for Speaker's approval. If recording is approved, Customer must supply WSB a copy of the recording on DVD within seven (7) days of event date. Customer may take still photographs (without flash bulbs) of the Speaker for Customer's own records (and not for public dissemination) as long as WSB determines that the taking of such photographs is not a distraction to the Speaker or the audience. Customer shall not make any other uses of such photographs, except as specifically authorized by WSB.

Customer is required to audio record all of Speaker's remarks (Presentation, Q&A, etc.) and mail a copy of audio recording within one business day of event date to: Lindsay Hayes - 414 East Nelson Avenue - Alexandria, VA 22301.

A/V REQUIREMENTS:

Presentation: Customer to provide a tall, wooden lectern with lip and fixed microphone in addition to a hand-held microphone. An overhead light, either from the ceiling above the lectern or a spotlight, directed at the Speaker's notes on the lectern is required along with a back-up lighting system for the lectern. Lighting should be at a comfortable, but appropriate, production-level for the Speaker to be able to see the full audience from the lectern/stage without interference. A spotlight directly on the Speaker should be avoided. Unopened bottled still water (2 bottles) and bendable straws are to be placed in or near the wooden lectern. A representative of WSB or the Speaker's party will open the water at an appropriate time prior to the Speaker's participation in the program. No Plexiglas or thin lecterns please. If Speaker is seated on-stage at a table customer to ensure that the table is skirted. If a book-signing is part of the event, the Speaker's table for signing books must be skirted.

A representative of WSB or a member of the Speaker's traveling party may request a complete AV walk-thru prior to the event. The walk-thru will include lectern, lectern microphone(s), all venue lighting (lectern, stage and audience) powered on, back-up lighting systems in place and operable.

ORGANIZATIONAL/PRINCIPAL PARTICIPANT INFORMATION:

Customer to provide, no less than thirty (30) business days prior to the event date: name, title and bio information on any/all principal participants at event. Principal participants are those the Customer may single out for the Speaker to make special note whether they are directly affiliated with the sponsoring event organization or an attendee. Please include the name, title and

contact information for your organization's highest-ranking official(s), all biographical information on those that Speaker will be seated with at a meal function and the person introducing speaker for presentation.

Please provide the following information thirty (30) business days prior to the event:

- Audience profile
- Purpose and theme of meeting
- Sequence of events (as exact a timetable as possible)
- General informational materials on your organization
- Annual Report (if it cannot be found online)
- Photo Opportunity/Reception participants' names and titles (if applicable)
- Head table guests' names, titles, addresses and biographies (if applicable)
- Other Speakers involved in the program (names, titles and biographies may be required)
- Name of the contact person for staff and security
- Event program

Please return this information to the address listed:

Nika Spencer, Senior Event Coordinator

Washington Speakers Bureau 1663 Prince Street Alexandria, VA 22314

Office Telephone: 703.684.0555 ext. 9149; Office Fax: 703.838.9396

E-mail: NikaS@WashingtonSpeakers.com

PRIVATE BUSINESS:

The Speaker reserves the right to participate in private business including but not limited to book or political events during their visit. For any other event which is subject to media coverage, the Customer will be advised of such event. For international events, the Speaker also reserves the right to visit privately with the host government's Head of State, Head of Government, Ministerial-level officials, the U.S. Embassy and others as necessary. The Speaker reserves the right to accept the invitation of host government to overnight at an official residence.

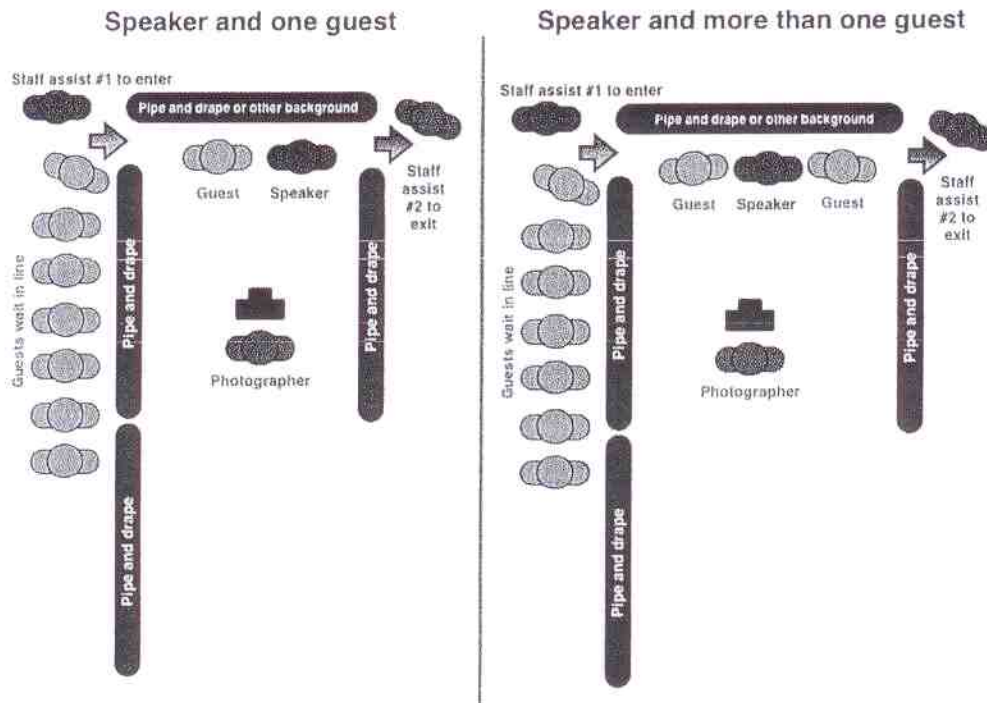
LIABILITY:

Neither the Speaker nor WSB, Inc. shall be liable in whole or in part for any liability incurred by Customer in carrying out the provisions of this agreement or otherwise. The disclaimer of liability set forth (in #17 of the Additional Terms and Conditions of the Contract) shall also operate as a disclaimer by the Speaker.

CONFIDENTIALITY:

It is acknowledged that the specific terms and conditions of this Agreement, including without limitation, the amount of compensation paid to the Speaker and to WSB, and any special requirements of the Speaker, are and shall remain proprietary and confidential. It is further acknowledged that certain other proprietary information provided by WSB and/or the Speaker to the Customer may also be confidential. The Parties shall not publicly disclose any confidential information and they acknowledge that any breach, negligent or intentional, of this confidentiality provision shall be deemed a material breach of this Agreement for which the breaching Party may be held liable. The Parties further acknowledge that disclosure of any confidential information would cause irreparable harm to WSB and to the Speaker; the Customer shall therefore exercise its best efforts to avoid any disclosure of any confidential information. In the event that the Customer or any of its representatives is required by any law or regulation, or by a valid order or demand from a judicial or governmental body to disclose any confidential information, the Customer shall provide prompt written notice to WSB of any such law, regulation, order or demand and shall reasonably cooperate with WSB so that, prior to any disclosure, WSB may seek appropriate protective order(s) and/or make redactions to the Agreement to protect its proprietary and confidential information.

PHOTO-OPPORTUNITY SET-UP INSTRUCTIONS AND DIAGRAM



HELPFUL HINTS:

The above diagrams are the most effective set-up and allows for everyone to have his or her photo taken with minimum disruption and maximum efficiency.

Guests should come from the Speaker's RIGHT and depart at the Speaker's LEFT. The waiting line should be kept close to the Speaker's RIGHT, just out of camera sight. Guests should not present the Speaker with any gifts or other materials/objects, nor should guests request the Speaker to autograph anything.

If possible, a table should be set up behind the photographer so guests may leave name tags, drinks, handbags and other items. Guest should walk towards Speaker's right and will be able to pick up items as they depart at the Speaker's left.

If guest names are to be collected to identify photos, it is best to do so after the guest has their photo taken. For large groups, it works best with two staff members assigned to this task.

Your signature below indicates that you acknowledge and accept the event requirements as set forth in this addendum.

Susana Gajic-Bruyer 03/18/10
Signature Date

SUSANA GAJIC-BRUYER
Print Name

VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT
Title
AND EXECUTIVE OFFICER FOR THE FOUNDATION BOARD.

02/10