

## Speaker Agreement

This Speaker Agreement (the “Agreement”) is hereby entered into between the “Buyer” and Five Capitals (the “Speaker”), collectively the “Parties”. This Agreement is for the “Event” indicated on the Speaker Contract Form (the “Form”). This Agreement is in effect for the duration of the Event.

### 1. Speaker Fees.

Buyer shall pay Speaker the agreed upon Speaker Fees (the “Fees”) and Related Expenses (the “Expenses”). Expenses include, but are not limited to, flights, ground transportation, hotel and meals for the duration of the Event.

A “Deposit” of \$1,500 shall be paid to Five Capitals on submission of the Form. Payment of the Deposit constitutes entering into this Agreement. The Deposit will be applied towards the combined total of the Fees and Expenses.

The remaining Fees and Expenses shall be paid to Five Capitals (received in the Five Capitals Account) five (5) days after the last day of the Event.

All finances in the Agreement, both express and implied, are in United States Dollars (USD).

### 2. Travel and Accommodation Expenses

- a. **Travel:** All travel arrangements, whether airline flights or ground transportation shall be confirmed no less than 21 days prior to Event.

When the Speaker is flying to the Event, the Speaker’s Assistant will reserve and purchase flights online at the Buyer’s expense. The Speaker always flies out of Myrtle Beach, SC unless coming from another location other than their home.

When the Speaker is driving to the Event, the Buyer shall reimburse the Speaker for mileage at the current SMRS (IRS) rate per mile within five (5) business days of the Event.

- b. **Event Transportation.** Buyer shall reimburse Speaker for rental car upon his submission of receipts within five (5) days of receiving the receipts. Rental Car Expenses include, but are not limited to, the rental car fee, insurance and fuel.
- c. **Lodging.** Speakers Assistant will reserve a king non-smoking hotel room at a reasonable, standard hotel (example, Marriott Family of Hotels).

### 3. Cancellation Terms

If either Party needs to cancel the Event, the Parties will attempt to reschedule the Event within ninety (90) days under the same terms.

If the Parties cannot reschedule the Event with ninety (90) days, then:

- a. If the Buyer cancels the Speaker or the Event forty-six (46) or more days prior to the Event the deposit is nonrefundable.
- b. If the Buyer cancels the Speaker or the Event forty-five (45) to twenty-one (21) days prior to the Event, the Buyer will pay 50% of the Fees within five (5) business days of cancellation.
- c. If the Buyer cancels the Speaker or Event less than 21 days prior to the Event, the Buyer will pay 100% of the Fees within five (5) business days of cancellation.

- d. If the Speaker needs to cancel, and rescheduling is impossible, the Buyer will receive a refund of the Deposit.

#### **4. Confidentiality**

It is agreed that the terms and conditions of this Agreement (including the Fees) are confidential and a breach, negligent or intentional, of this confidentiality shall be deemed to be a material breach of this Agreement for which the non-breaching party shall seek additional damages.

#### **5. Forced Majeure**

It is understood that neither party shall be liable in damages and has the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to airlines cancellation of flights, Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.