



SPEAKING ENGAGEMENT AGREEMENT

This Speaking Engagement Agreement (hereinafter "Agreement"), is made effective as of January 28th, 2020 by and between the following parties: Bhad Bhabie ("Speaker"), having a primary address at the following:

[REDACTED]

and [REDACTED] a corporation, incorporated under the laws of the Republic of Hong Kong, China having its principal place of business at the following address:

[REDACTED]

Hereinafter, [REDACTED] will refer to and be used to describe the following party: [REDACTED]. "Speaker" will refer to and be used to describe the following party: Bhad Bhabie . Event Host and Speaker may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, [REDACTED] wishes to engage Speaker to speak at the Event, as defined in Article 2 and discussed more fully below;

WHEREAS, Speaker has the skills required to provide the Services at the Event as defined in Article 2 and discussed more fully below;

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

Promoting Employment Opportunities for Survivors of Trafficking

WHEREAS, Speaker wishes to render the Speaking Services to the [REDACTED] 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 [REDACTED] hereby engages the Speaker, and the Speaker accepts such engagement to provide the Speaking Services. [REDACTED] shall provide Speaker with relevant information and suggested talking points at least five (5) days prior to the Event. Specifically, the details of the Speaking Services are as follows:

Name of Event (the "Event"): Promoting Employment Opportunities for Survivors of Trafficking Seminar

Description of Event:

Program 1: Promoting Employment Opportunities for Survivors of Trafficking

Date of Event: Friday, 8th May 2020

Time: 10h00 to 12h00

Services required include

*10-15 minutes speech on Promoting Employment Opportunities for Survivors of Trafficking

Program 2 : Official Launch of our New Rehabilitation & Recreational Facility

Date of Event : Saturday, 9th May 2020

Time : 18h30 to 20h30

Services required include

*Attendance

Program 3 : Charity Gala Dinner

Date of Event : Saturday, 9th May 2020

Time : 14h00 to 16h00

Services required include

*Attendance and Socializing with important dignitaries

*Official Presentation of Donation (Check) to [REDACTED]
[REDACTED]

Venues, Dates, Time & Address of Event: As above

Approximate Number of Attendees Expected: 100

Article 3 - EVENT SPECIFICATIONS:

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

Formal corporate for seminar
Formal evening gown/dress for charity dinner
Casual outfit for launching of the new facility

Article 4 - SUPPORT SERVICES:

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

- * Private Jet, 1 Pilot, 1 Assistant Pilot and 2 Hostesses to attend to needs while on board OR 1st class travel for Speaker and up to 6 additional people.
- * Security escorts, luxury transportation of your choice and driver on point of arrival and for the period of your stay.
- *Reservation in [REDACTED] for the period of your stay. (Talent Only).
- *Reservation in [REDACTED] for the period of your stay. (Travel Companions only).

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 [REDACTED]. The [REDACTED] 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 - NONEXCLUSIVITY:

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

Article 7 - FEES AND EXPENSES:

[REDACTED] agrees to pay the Speaker the following amount as a total fee ("Fee") for the Speaking Services at the Event: \$250,000 (Two Hundred & Fifty Thousand US dollars + 20% (Agency fee). + \$300,000(Charity Donation: PW Philanthropies donation to be presented by Talent and paid for by the CEO)

The Fee will be paid as follows: half of the fee (\$125,000) plus Charity donation in the amount of (\$300,000) plus half of agency fee (\$25,000) will be paid upon the execution of this Agreement for a collective sum of \$450,000 and the other half of the Fee (\$125,000) + \$25,000 (half of Agency fee) for a collective sum of \$150,000 will be remitted Seven (7) days before the Event date.

It is hereby agreed and accepted that the Charitable Donation to the PW Philanthropies is tax-exempted through HONORARIUM and the Speaker will receive no benefit from this donation. The entire Charitable Donation that is transferred to Speaker is to be donated to the PW Philanthropies OR the Foundation's approved Organization around the world. This HONORARIUM is not taxable income to either Speaker OR to the holder of the Client Trust Account into which all funds shall be wired transferred and from which the donation is to be made. Speaker is required to make the Charitable Donation as soon as payment is received and Speaker will only need to make a ceremonial presentation at the Gala Dinner.

[REDACTED] will cover reasonable expenses related to the Speaking Services, including travel and lodging.

[REDACTED] will reimburse Speaker's expenses for those expenses not capable of being quantified prior to expenditure.

Add On

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 Bhad Bhabie

Speaker will be provided with Speaker-approved hair, makeup, stylist personnel and a \$10,000 (Ten Thousand US Dollars) wardrobe budget("the Wardrobe Budget"). Daily Allowance: \$1000 per diem per day for Talent and \$500 per day for Companions including travel days.

Per Diem and wardrobe budget shall be paid by [REDACTED] in cash upon Speaker and Companions arrival at their hotel

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: Five (5) days.

If Speaker does not appear and render the Services he shall incur no liability other than repayment of any portion of the Fee which was already sent to Speaker.

In the event this Agreement is canceled by the [REDACTED] without proper notice, the Speaker shall retain any funds advanced. In the Event this Agreement is canceled by the Speaker without proper notice, the Speaker shall return any funds remitted to [REDACTED].

This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by either Party. This Agreement will also immediately terminate upon the death of the Speaker or [REDACTED], 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 [REDACTED] or Speaker under federal or state bankruptcy or insolvency laws.

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 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 [REDACTED] shall belong to the [REDACTED].

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 [REDACTED] 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 which 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. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of China. 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 Hong Kong, China 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: Republic of China.

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:

The Host(s) may cancel this appearance and shall not be deemed in default of this agreement if, by reason of any act of God, act of war or terrorism, fire, natural disaster, accident, act of government, sabotage of material or supplies or any other cause beyond the control of the Host occurs and keeps the Host from conducting this event. **Pay or play clause:** The Speaker shall be paid the appearance fee amount in full if the Host should cancel the event or appearance without just cause.

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 [REDACTED] relating to the subject matter here of and supersedes all prior negotiations, understandings or agreements between the Parties concerning the subject matter. This Agreement may be amended, changed, modified or discharged only if agreed to in writing by both Parties.


Article 21 – CONFIDENTIALITY

At all times after the date hereof, neither party shall publicly disclose the terms of this Agreement, nor discuss the terms of this Agreement, including any compensation, with any third party other than their respective legal and financial advisors. The [REDACTED] and its representatives shall keep any information obtained about Speaker in the course of Speaker's Services hereunder confidential, including, without limitation, any conversations or communications, actions, business plans and strategies, marketing plans, techniques, technology, trade secrets, financial information, legal information, original works of authorship, or otherwise (the "Confidential Information"). The [REDACTED] understands that the above list is not exhaustive and that Confidential Information also includes other information that is marked or otherwise identified as confidential or that would otherwise appear to a reasonable person to be confidential or proprietary. The [REDACTED] understands that improper use or disclosure of the Confidential Information by the [REDACTED] might cause the Speaker to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages, and criminal penalties.

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

[Redacted]

Representative Name: [Redacted]

Representative Signature: 

Representative Title: [Redacted]

Speaker: Bhad Bhabie

Signature and Date:  _____

Representative : [Redacted]

Representative Signature & Date :  _____