



THE HARRY WALKER AGENCY

THE WORLD'S LEADING SPEAKERS' BUREAU

355 LEXINGTON AVENUE
21ST FLOOR
NEW YORK, NY 10017

TEL: 646.227.4900
WWW.HARRYWALKER.COM

Contract: 08041702SS/ UC Davis Agreement: UCD328007

This contract, Speaker Addendum, and Sponsor Addendum, hereinafter referred to together as the "Contract," is made and entered on Thursday, September 14, 2017 by and between THE HARRY WALKER AGENCY, INC., 355 Lexington Ave, 21st Flr., New York, NY 10017, hereinafter referred to as the "Agency," party of the first part, and The Regents of the University of California, hereinafter referred to as the "Sponsor," "University," and "UC," party of the second part, relating to the appearance of ZFS Holdings, LLC f/s/o Secretary Hillary Rodham Clinton, hereinafter referred to as the "Speaker."

The Speaker shall appear at the time and place specified below, the "Event".

Speaker:	Secretary Hillary Rodham Clinton
Itinerary:	See Addendum
Event Date:	Monday, October 9, 2017
Place of Meeting:	Jackson Hall - Davis, CA

PAYMENT TERMS

Fee: \$150,000 USD

Travel Expenses: The Fee is inclusive of all travel expenses.

***** Fee and all applicable travel expenses must be paid directly from the Sponsor's bank account *****

Payment Terms: \$150,000 will be mailed by Sponsor on or before 10/10/2017.*

All payments should be made to THE HARRY WALKER AGENCY, INC. and should include the Contract number as reference.

*Payment will be made by university check made payable to Agency and to be mailed to Agency at the address listed above on the first business day following the Event.

All payments are subject to applicable state and federal taxes including state income tax subject to withholding pursuant to California Revenue and Taxation Code Sections 18661-18677. Sponsor shall pay the Agency the sum of a one-hundred fifty-thousand dollar (\$150,000.00) guarantee, the net proceeds from which the Speaker is contributing to a 501(c)(3) organization. If Sponsor withholds any tax amount due and pays the necessary tax directly to the tax authority in California, then Sponsor shall provide Speaker via Agency with the documentation confirming payment of the tax for the Speaker's tax filings.

All monies due (including travel expenses) must be paid according to due dates in order for Speaker to perform services. Sponsor shall be responsible for the costs and expenses, including reasonable attorneys' fees and disbursements, incurred by Agency in collecting any amount due hereunder.

SPONSOR SIGNATORY AND BILLING CONTACT

Signatory: Kelly Gilmore, Associate Director, Procurement & Contracting Services, UC Davis Contracting Services

Address: One Shields Ave., Davis, CA 95616

Email: kngilmore@ucdavis.edu

Business: 530-754-1374

Cell/Mobile:

Billing Contact: Jenna Bell

Address: One Shields Ave., Davis, CA 95616

Email: jebell@ucdavis.edu

Business: 530-754-9055

Cell/Mobile: [REDACTED]

Sponsor Initials: ACB



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TRANSFER, MODIFICATION, AND ASSIGNMENT: This Contract may not be transferred, amended, changed, modified, or assigned except by a writing signed by each of the parties hereto.

VENUE: The venue shall be as indicated in Place of Meeting above and shall be a well heated, lighted and licensed place for the appearance, in good condition. Sponsor agrees to limit the audience to no more than the legal number permitted.

TAXES: The Sponsor shall be responsible for and pay any and all applicable federal, state, and local rental, amusement, sales or other such taxes, specifically excluding income taxes, and fees to obtain all necessary licenses and insurance, related to this Contract.

FORCE MAJEURE: Notwithstanding any other provision of this Contract, in the event that the performance of any obligation under this Contract by either Party is prevented due to acts of God, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, or other events of force majeure, Agency, Speaker and/or Sponsor (Parties) shall not be responsible to the other for failure or delay in performance of its obligations under this Contract. 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 Contract until as soon as practical after a force majeure condition ceases to exist.

DISCLOSURE: Sponsor agrees that any disclosures to third parties of the documents, terms, conditions, details and arrangements related to this agreement and associated with Speaker's appearance are limited to disclosures required by a request made in accordance with the California Public Records Act (CPRA), and such disclosures shall be made in compliance with all rules and procedures, including any required notice to Agency or Speaker, under the CPRA.

INDEPENDENT CONTRACTOR: Agency, acting as the Speaker's lecture booking agent, is an independent contractor and shall not be responsible in any way for the Speaker's acts, omissions, statements, or any commitment made by the Speaker or the Sponsor.

ENFORCEMENT: The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract and each provision shall be enforced to the maximum extent permitted by applicable law.

Sponsor Initials: AW



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SPEAKER ADDENDUM

Secretary Hillary Rodham Clinton

Monday, October 9, 2017

Contract: 08041702SS/ UC Davis Agreement: UCD328007

EVENT FORMAT:

The Sponsor agrees that a draft program for its event will be submitted to the Agency for its approval. This draft program must be submitted at least one (1) month prior to the date of the event, and prior to any agreements the Sponsor has finalized with prospective program participants. This draft program will specify the running order of the event, including such things as the introducer, moderator, etc.

It is agreed that Speaker will be the only person on stage during her remarks. The Speaker may request that Sponsor pay for and provide a glass panel teleprompter and a qualified operator.

It is agreed that the Speaker's office via the Agency shall have final approval of the introducer proposed by Sponsor.

If the agreed-upon itinerary for this engagement includes a moderated Q&A, it is agreed that Speaker's office via the Agency shall have final approval of any moderator requested.

All audience questions to Speaker shall be asked by the moderator who will join Speaker on stage following her remarks. During the moderated Q&A the only people on stage will be the Speaker and the approved moderator.

If the agreed upon itinerary for this engagement includes a photoline, it is understood and agreed that the photographer will take one (1) photo of each person or couple participating in the photoline. It is understood and agreed that the Sponsor will provide each of the photoline attendees with a copy of the photo for their personal use only. The Sponsor is also required to communicate to the photoline attendees that the photo is for private, personal use only and that the photo cannot be used in any way to imply any kind of endorsement of an entity, individual, product or service. Any use of the photo that suggests or implies any such endorsement is forbidden.

It is agreed that all events in which the Speaker participates during this engagement will take place in the same venue unless agreed otherwise in writing by the Agency.

SPEECH TOPIC AND RIGHTS:

The topic, format, and length of Speaker's Remarks shall, unless specifically agreed in writing, be at the sole discretion of Speaker. The only approved speech title will be "Remarks by Former Secretary of State Hillary Rodham Clinton". Speaker's Remarks and any supporting materials provided by the Speaker remain the intellectual property of Speaker.

EVENT SPONSORS:

Speaker's office, via the Agency, shall have the right to approve, in its sole discretion, any entity or individual, other than the Sponsor, who will receive special consideration at the event in return for a fee, or in return for offering their services in donation. This includes any individual or entity which receives placement on the event program, in any manner, including but not limited to as a speaker, introducer, or moderator, or promotional recognition in the event program, the invitation, signage at the event, or recognition on the Sponsor's website.

ENDORSEMENT:

It is understood and agreed that Speaker is NOT endorsing the Sponsor or any entity, individual, product, or service in any way associated with the Sponsor or the engagement. Further, any use of Speaker's name or likeness in any manner whatsoever that suggests or implies any such endorsement or approval is absolutely forbidden and any breach of this agreement shall give Speaker or the Agency a right to an injunction and a claim for damages in addition to any other rights or remedies that they may have.

Sponsor Initials: HC



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SETS AND PHOTOGRAPHS:

The Agency, on behalf of Speaker, shall have the right to approve, in its sole discretion, sub-sponsors of the event, sets, backdrops, banners, scenery, logos, settings, etc. which are in any way related to her speech or any other activities associated with the Speaker's appearance.

Any photographs and/or videos taken during the Speaker's appearance by Sponsor, or any entity or person associated with Sponsor, including but not limited to any guests or invitees, cannot be used or distributed without the Agency's prior written permission.

PUBLICITY AND PROMOTIONS:

The Sponsor agrees that all communications, mailings, solicitations, publicity and/or promotion that mentions or makes reference to Speaker must be specifically approved in writing in advance by the Agency. Please note that television, radio, or billboard advertising will not be approved.

PRESS:

Speaker's participation at the event including the speech and reception will be closed to the press, unless otherwise agreed to in writing. There will be no other media opportunities or availabilities (i.e., press conferences, statements, etc.). Should the Sponsor seek to invite any members of the media as guests, the Sponsor shall provide the Agency with such guests' affiliation with the Sponsor and receive the Agency's agreement in advance of such invitations.

RECORDING:

It is understood and agreed that recording the Speaker's Remarks for any purpose, including by the Sponsor is not permitted. Speaker's Remarks may not be broadcast, webcast, simulcast or otherwise reproduced. If necessary, the Sponsor may use Image Magnification (IMAG) to project the Speaker's image on screens placed within the event room, with the understanding that the Speaker's remarks and image are not recorded as a result.

RESERVED SEATING:

The Sponsor should reserve twenty (20) seats at the event for Speaker's staff/guests. These seats should all be together in the priority seating area and the guests should be included in the photo receiving line. Guests will NOT count against Sponsor's (100 person maximum photoline attendees). These seats will be released by the Agency should they not be required.

SECURITY:

It is understood and agreed by the Sponsor that any additional security measures requested by the US Secret Service, including but not limited to, magnetometers and people trained to operate them, as well as trained staff to search the bags of attendees as appropriate, will be the financial responsibility of the Sponsor.

BOOKS:

Sponsor will purchase 1,800 copies of Speaker's book entitled, *What Happened*. Sponsor agrees to work with Agency to make the Speaker's book available to purchase via a private bookseller that will be onsite at the Event. In addition, Speaker agrees to provide 100 signed bookplates. Sponsor to distribute.

Sponsor Initials: HW



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ITINERARY:

Except as set forth in this Speaker Addendum, no additional appearances, seminars, discussion groups, receptions, dinners, press interviews, TV or radio arrangements, etc. shall be planned by the Sponsor nor expected of the Speaker unless expressly set forth in this Contract. The fees provided for in this Contract are understood to be for the activities described within this Speaker Addendum; any other activities are to be treated independently unless contained in the Contract or expressly agreed to in writing by the Agency.

It is agreed that the itinerary for this event will be as follows:

Monday, October 9, 2017

7:00PM – 7:30PM: Photoline not to exceed 50 photos with a maximum of up to 100 people
7:30PM – 8:30PM: Speaker's Remarks followed by Moderated Q&A

Sponsor Initials: Kin



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SPONSOR ADDENDUM

The Regents of the University California

Monday, October 9, 2017

Contract: 08041702SS/ UC Davis Agreement: UCD328007

ANTICIPATORY BREACH:

In the event that after the execution of this Contract, (a) Speaker or Agency indicates or states that Speaker is unwilling or unable to appear or present the Event, and such failure is not excusable under the force majeure term, or (b) if Speaker takes any voluntary action which, in University's discretion, renders impossible substantial performance of Speaker's contractual duties hereunder, then University may cancel the performance or any portion(s) thereof and Speaker shall pay as per according to the following section. Such cancellation shall be without prejudice to University's other rights and remedies hereunder. Any breach or anticipatory breach of this Contract by Speaker shall be deemed a material breach.

EXPENSES IN THE EVENT OF CANCELLATION:

Except as provided in the Force Majeure term, Speaker shall be responsible for University's expenses arising from change of date or cancellation by Speaker up to \$5,000. University shall mitigate such costs to the extent reasonably possible. University shall present a documented statement of expenses to Speaker within thirty (30) days after contracted date(s) of the presentation. Speaker shall reimburse University by check within ten (10) working days after receiving the statement.

In the event that, after the execution of this Contract, (a) University indicates or states that it is unwilling or unable to materially present the Performance and such failure is not excusable under the force majeure term, or (b) University takes any voluntary action which renders impossible Speaker's substantial performance, then Speaker may cancel the performance or any portion(s) thereof and University shall pay for Speaker's actual costs up to \$5,000 arising from such cancellation. Speaker shall mitigate such costs to the extent reasonably possible. Speaker shall present a documented statement of expenses to University within thirty (30) days after contracted date(s) of the presentation. University shall reimburse Speaker by check within ten (10) working days after receiving the statement.

INDEMNIFICATION:

Speaker shall assume all cost and liability arising from the use of patented, trademarked, franchised or copyright-protected material in Speaker's Remarks. Speaker shall assume all cost and liability for material which violates the right of privacy or right of publicity, or any other statutory or common law right of any person in Speaker's Remarks. Speaker assumes all cost and liability for defamation related to Speaker's Remarks. Speaker agrees to defend, indemnify, and hold harmless University, its officers, agents and employees, against all liability, loss, expense, damage, claims or cost, including attorneys' fees, which arise from such matters relating to this Contract, including claims of infringement of any intellectual property or personal rights.

Except as shown in the prior section, for all other matters, each party shall defend, indemnify and hold the other party harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the Event or this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

Sponsor Initials: Alon



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INSURANCE:

Speaker, by Agency's signature hereto, shall provide to University no later than October 2, 2017, a certificate of insurance for the type and in the minimum amount specified below:

Professional Liability. (Minimum limits) Must include contractual liability coverage and defense and indemnification of University by Speaker.

- | | |
|---------------------|-------------|
| (1) Each occurrence | \$1,000,000 |
| (2) Aggregate | \$2,000,000 |

All certificates shall specify that the coverage will not be canceled or reduced without thirty (30) days' advance written notice to University. Premiums on all insurance policies shall be paid directly by Speaker or Agency.

Notice. Any notice required or permitted hereunder shall be sent to the parties by U.S. Mail, postage prepaid, by personal service, electronically via fax or email, or as may otherwise be permitted by law at the following addresses:

UNIVERSITY:

Jeremy Ganter
University Cultural Programs
University of California
One Shields Ave
Davis, CA 95616-8561
jganter@ucdavis.edu

SPEAKER:

Contracts Department
The Harry Walker Agency, Inc.
355 Lexington Avenue, FL 21
New York, NY 10017
contracts@harrywalker.com

Either party may change its address by written notice to the other during the term of this contract.

INDEPENDENT CONTRACTORS:

Each party is an independent contractor and not an agent or employee of the other party.

INTEGRATED AGREEMENT:

This agreement contains all of the understandings between the parties and may not be amended, altered or changed, except by an amendment in writing executed by both parties. In the event of any inconsistency between this agreement and any document presented by Speaker and accepted by University, the provisions of this agreement shall govern in all respects.

WAIVER OF RIGHTS:

No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

BINDING ON ASSIGNS:

This Contract shall be binding upon the successors and assigns of the parties.

FEDERAL EXCLUSION:

Speaker warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or federal healthcare programs (<https://oig.hhs.gov/exclusions/index.asp>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11>). This agreement shall be subject to immediate termination in the event that Speaker is excluded from participation in any federal healthcare or procurement program.

Sponsor Initials: KL



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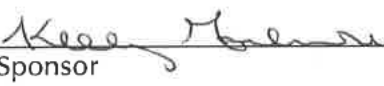

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FAIR WAGE/FAIR WORK:

Subject to the limits required by each Party's respective state law, if the Services will be performed at one or more UC Locations, do not involve furnishing goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Contractor warrants that it is in compliance with applicable federal, state and local working conditions requirements, and that Contractor pays its employees performing the Services no less than the UC Fair Wage.

The individual signing this Contract on behalf of Sponsor ("Signatory") represents and warrants that he/she signs as a duly authorized representative of the Sponsor.

Agreed to and Accepted by:

	Kelly Gilmore	Associate Director, Procurement & Contracting Services, UC Davis Contracting Services	9/14/2017
Sponsor	Name	Title	Date
	Jackie Walker	Executive Director, Contracts	September 14, 2017
The Harry Walker Agency, Inc.	Name	Title	Date

Sponsor Initials: 