

**EXHIBIT A**



American Program Bureau, Inc.  
313 Washington Street, Suite 225, Newton, MA 02458  
Phone: 617.614.1600 Fax: 617.965.6610 apbspeakers.com

Date 03/26/2014 Contract: 60102 - R Agent: HOUSE

## REVISED SPEAKER CONTRACT

**SPEAKER:** The Vanguard Inc. F/S/O Sharon Stone

**CLIENT:** MCSquared PR Inc.

**FOR:** Secretariat of Communications of Ecuador

**DATE OF PROGRAM:** 04/06/2014 **TIME:** 09:00 AM

**FEE:** \$250,000.00 Net to you plus expenses outlined below. *The Fee is pay-or-play and guaranteed to Speaker except in the case of Speaker's cancellation or a Force Majeure event as set forth in Paragraph 10 of the Standard Terms and Conditions or attached hereto and incorporated herein by reference.*

**TRAVEL / EXPENSES:** You will be provided with three unrestricted fully-refundable First Class airfare, airport meet and greets and professional ground transportation in Speaker's originating city. You will also be provided with airfare associated with the Amazon tour; hotel (one two-bed, two-bath suite and one king room for up to five nights), and exclusive First Class professional ground transportation while in Ecuador. It is the best hotel in Ecuador and it will have free WiFi and room service. Ms. Stone and her traveling party will have the entire floor of the hotel. There will be mutual approval over the messaging and content of the materials. 24/7 Security will be provided. Client will also provide a guide for Ms. Stone.

**VENUE:** The Presidential Palace and the Rainforest  
Quito  
Ecuador

**TOPIC:** The Devastation Big Oil Left Behind in the Ecuadorian Amazon

**SCHEDULE:** Ms. Stone's visit will encompass meet and greets with President Correa (if available), Vice President Glass, Secretary of the Environment, Secretary of Energy as well as others. She will also visit the affected areas of the Amazon and also to protected areas and interact with the affected communities.  
April 6: Arrive Quito  
April 7: Presidential Changing of the Guard Ceremony and meetings with the President and Vice President and others  
April 8: Fly to Orellana Province (helicopter or commercial); Visit contaminated areas and meet with representatives of affected communities; Press at the site  
April 9: Press Conference with the Public Media re: Findings of the Ecuadorian Amazon Tour  
April 10: Tour of Ecuador  
April 11: Leave Ecuador  
Speaker's duties on any full day shall not exceed eight hours and on half days shall not exceed four hours.

**SPECIAL REQUIREMENTS:** Speaker requires professional meet and greet at all airports, a 4-star hotel or better, and hair and make-up before all public appearances. Client must also provide security. All marketing, promotional materials, recording and use of the Speaker's image, voice, likeness and photographs, for the Speaker's appearance pursuant to the Schedule on the first page of this Contract, must be pre-approved in writing by the Speaker.

**AUDIENCE:** High Level Officials

ANY ADDITIONS OR CHANGES TO THE ABOVE MUST BE REQUESTED AND APPROVED IN WRITING BY APB.

FOR SPEAKER: The Vanguard, Inc.

FOR AMERICAN PROGRAM BUREAU, INC.





This Agreement is subject to the additional terms and conditions set forth on the following pages.

## Standards Terms and Conditions

1. **Parties:** This Contract is between American Program Bureau, Inc. ("APB") and the Speaker noted on reverse side of this Contract ("Parties"). APB has entered into a Contract with Client, noted on the reverse page of this Contract, whereby APB agreed that Speaker would provide certain services contained herein. APB entered into said Contract with Client based upon these and other representations made by the Speaker to APB, whether in writing or otherwise, that Speaker agrees to perform same.

2. **Speaker:** Speaker is not an employee of APB. Speaker and APB are not in a principal/agent relationship nor does APB have a fiduciary duty to the Speaker. Speaker is an independent Contractor. APB's authority to speak for the Speaker is strictly limited to the terms of this contract, and as such APB's relationship with Speaker is limited to that of a booking company only. Any action taken by APB on behalf of Speaker pursuant to the terms of this contract is for the purpose of fulfilling APB's duties as a booking company and, notwithstanding any additional work done (including negotiations on behalf of Speaker), cannot be interpreted to create a fiduciary relationship. Therefore, APB shall not be responsible in any manner for any claims of harm or damage to persons or property caused by or related in any way by the Speaker, Speaker's agents, invitees, servants, principals, successors, employees, employers, and/or representatives or any acts, omissions, statements, or any commitment made by the Speaker or the Client to the other, that may occur in conjunction with Speaker's performance of this Contract.

3. **Speaker as an Independent Contractor:** As an independent contractor the Speaker assumes all responsibility and liability including, but not limited to, federal income tax, social security and Medicare, state and local income tax, public liability, workmen's compensation insurance, if applicable, and licenses and shall fully exonerate APB from any claims of Speaker's failure to pay any such taxes and/or insurance, including but not limited to the defense and expenses incidental to the defense of any such claims for taxes and/or insurance. It is understood that APB may be required by law to withhold federal, state and local income taxes in certain U.S. jurisdictions and foreign income taxes in certain foreign countries. These taxes will be withheld from the fees due the Speaker and remitted directly to the jurisdiction by APB on the speaker's behalf. Speaker assumes all liability and responsibility of advising APB if they are a non-resident alien for purposes of withholding taxes pursuant to the United States Internal Revenue Code. Speaker acknowledges APB is relying on any such information and representations. As an independent contractor the Speaker shall have exclusive control over the means and methods of fulfilling any obligations pursuant to this contract. Speaker acknowledges that the content of its speech is not the moral leanings or a reflection of APB's opinions.

4. **APB's Obligations:** It is understood that APB is acting on Speaker's behalf to secure a speaking engagement for Speaker only. Speaker gave APB the right to negotiate the terms of securing an engagement for Speaker with a Client. Any changes to the Contract must be agreed to by the Speaker and APB. Speaker acknowledges, understands and agrees that any negotiation that APB undertakes to secure any such engagements does not create a fiduciary duty or relationship between APB and Speaker. Negotiations, if necessary are for purposes of securing a contract for Speaker only. Neither APB nor the Speaker is responsible for any act of commission or omission on the part of the other. Unless otherwise agreed to, Speaker acknowledges that APB has earned and is entitled to its commission to be paid by Client, upon Speaker's acceptance of a Firm Offer.

5. **Payment:** Speaker shall provide APB with all Social Security or Federal Tax ID numbers or any additional necessary information for reporting of Fees paid to the Speaker. APB shall pay Speaker its fee upon a reasonable time after APB's receipt of said payment from Client. Deposit of Fifty (50%) percent of the Fee shall be paid to the Speaker's manager by April 5, 2014 with final payment of the Fee to be paid to Speaker's manager prior to the time that Speaker departs for the Engagement. APB shall not be responsible to Speaker for a delay in receipt of payment including any interest thereon, so long as APB acts in a reasonable manner to collect any said Fees. In the event that APB incurs any fees as to an enforcement and collection action against a Client for non-payment of any Fees, any fees and costs, including attorney's fees born by APB that are not reimbursed by Client, with respect to such matter shall be deducted from the net Fee due Speaker. Should the Speaker cancel this event, for any reason, the Speaker becomes responsible for any and all expenses incurred to date and shall promptly pay same directly to APB. In the event that Speaker cancels this event but received a deposit on the event, Speaker shall return said deposit to APB immediately in full. In the event of any such cancellation, this agreement shall be null and void without any further recourse by either party.

6. **Expenses and Costs:** If Speaker incurs any expenses which pursuant to the terms of this Contract are required to be reimbursed by the Client through APB, surrounding this event, and Speaker must submit them through APB rather than to the Client. Certain expenses including but not limited to liquor, cigars, cigarettes, internet access and movie rentals will not be reimbursed. All expenses must include receipts and must be received by APB no later than 30 business days following the event. Any expenses received thereafter are not required to be paid by APB and will be considered on a case by case basis for payment. Any special conditions which Speaker requires for any particular event must be in writing and attached to this contract.

7. **International Travel:** If your event requires international travel, please make sure your passport is valid through your event date and find out if there are any requirements, such as a visa or immunizations, imposed by the country you are traveling to. It is your responsibility to obtain all documents, records, etc. and we advise investigating this right away so that you have ample time to secure what you need to travel well ahead of departure. Country specific information can be found on the US Department of State website and government and embassy websites of other countries.

8. **Breach of Contract:** Speaker agrees to perform all obligations indicated on the reverse page of this Contract at the time and place determined within this Contract. The failure to of the parties to perform any of the material terms of this Contract in any material manner shall be deemed a breach of Contract. All obligations as to the schedule on the face page of this contract shall be deemed material. Speaker agrees that any material diversion from the agreed to topic or theme shall also be deemed a breach of this Contract. In the event that a Client is not satisfied with Speaker's performance, Speaker authorizes APB to settle any dispute with Client including reducing Speaker's Fee. APB agrees to use its best efforts to negotiate in good faith a satisfactory result between Client and Speaker with the Speaker's prior approval.

10. **Force Majeure/Acts of God/Acts Beyond Speaker's Control:** Notwithstanding any other provisions of this Contract, in the event that the performance of any obligation under this Contract by APB, Speaker and/or Client is prevented due to acts of God, exchange controls, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, Speaker illness, travel interruption or delays, or reasons beyond the control of the Speaker APB, Speaker and/or Client, as the case may be, shall not be responsible to the other for failure or delay in performance of its obligations under this Contract. APB and Speaker shall not be liable in any manner whatsoever including but not limited to any expenses and costs incurred by the Client in preparation of such event. APB, Speaker and/or Client shall promptly notify the other party of such force majeure condition. The terms of this paragraph shall not exempt, but merely suspend, any such party from its duty to perform the obligations under this Contract until as soon as practicable after a force majeure condition ceases to exist. Client shall be responsible for all travel expenses and costs.

11. **Casualty/Loss:** The Speaker agrees that APB shall not be responsible to the Speaker for any loss or damage to property of the Speaker or for the theft or otherwise, unless caused by the acts or omissions of APB or any of its officers, employees, or agents or in any manner whatsoever.

12. **Indemnification:** (a) Each party to this Contract shall indemnify the other party and any of its directors, officers, employees and agents from and against any action or threatened action, suit or proceeding arising out of or as a result of, the indemnifying party's performance under this Contract and against any and all claims, liabilities, demands, costs, suits, proceedings, causes of action expenses, losses or damages (including reasonable attorneys' fees that result from the actions or inaction of the indemnifying party) arising from third party claims relating to or arising out of the negligence, willful misconduct, breach of contract, misrepresentation of such party, its officers, employees, agents or representatives; and (b) party seeking indemnification under this Contract shall (i) give prompt written notice to the indemnifying party as to the existence of the indemnifiable event, (ii) provide such information, cooperation and assistance as may reasonably be necessary for the defense of such action or claim and (iii) grant full authority to the indemnifying party to defend or settle such action or claim. A party seeking indemnification shall not compromise or settle any action or claim without the consent of the indemnifying party. See Exhibit A attached.

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13. Reproductions: Speaker hereby grants to APB and its successors, licensees and assigns, the right to use Speaker's name and approved biographical information with respect to the Speaker's appearance pursuant to the Schedule on the first page of this Contract for marketing purposes. APB reserves the right to videotape the Speaker's appearance pursuant to the Schedule on the first page of this Contract if they so choose and use said videotape or any reproduction, in any manner, form or medium, of the event by Client, for any marketing purposes. Speaker grants APB the right to use any of Speaker's copyright or protected information with respect to the performance of this contract for marketing purposes. All marketing, promotional materials, recording and use of the Speaker's image, voice, likeness and photographs, for the Speaker's appearance pursuant to the Schedule on the first page of this Contract, must be pre-approved in writing by the Speaker.

The parties acknowledge and agree that APB cannot control post-term use by third parties of Speaker's speech however, APB shall take appropriate notification action, should Speaker bring to APB's attention any unauthorized post-term use.

14. Intentionally deleted.

15. Assignability: It is agreed that this is a personal service contract and that the terms of this contract are not assignable in whole or in part by any party without the written agreement of the other except to Speaker's loan out corporation.

16. Confidentiality: Other than as may be required by applicable law, government order or regulation; or to enforce terms of this Contract, or by order or decree of the court, the parties agree that neither of them shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Contract, including specifically all financial terms; and both parties warrant and covenant to one another that none of their officers, directors, employees or agents will do so either.

17. Authority: If this contract is signed by a person other than the Speaker, the person signing this contract for the Speaker warrant that he/she is signing as a duly authorized representative of the Speaker. Speaker agrees that they have the means to fulfill their obligations pursuant to this Contract. Speaker agrees to be bound by this contract unless APB is otherwise notified in writing upon the earlier of (a) 14 days of the date of this contract; or (b) the day prior to the date of performance pursuant to this contract, whichever is earlier.

18. Counterparts: This contract 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 in the same instrument.

19. Entire Agreement: This Contract constitutes the entire agreement and understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between the parties. Any changes to the Contract must be mutually agreed upon by the Parties. This Contract is entered into without reliance on any promise or representation other than those expressly contained herein. The terms and provision of this Agreement shall be binding upon the parties hereto, their legal representatives, successors, and assigns. The parties acknowledge that they have a right to seek legal counsel prior to execution of this agreement and either have done so or waive the right.

20. Modification: This contract may not be altered, changed, modified or waived in whole or in part except by an agreement in writing signed or initialed by the parties.

21. Facsimile/PDF/Email: An executed facsimile copy, scanned photocopy, pdf sent by email of this contract shall be deemed an original.

22. Conflict: In the event that there is a conflict between the terms and provisions of this Contract and the terms and provisions of any other Contract between the parties, this Contract shall control.

23. Notices: All notices and other communications required or permitted under this Contract shall be deemed to have been duly given and made if in writing and if served personally on the party for whom intended or by being mailed to the address shown herein for each such party or such other address (including e-mail addresses) as may be designated by such party. A copy of any such notices to the Speaker shall be also sent to Lelf Reinstein, Esquire, Rosenfeld, Meyer & Susman, LLP, 232 N. Canon Drive, Beverly Hills, California 90212, [lreinstein@rmslaw.com](mailto:lreinstein@rmslaw.com), Fax (310)-880-2430.

24. Waiver: A Party's waiver of a breach by the other Party of any provision of this Contract or failure to enforce any such provision with respect to a Party shall not operate or be construed as a waiver of any subsequent breach by the other Party of any such provision or of a Party's right to enforce any such provision with respect to a Party. No act or omission of a Party shall constitute a waiver of any of its rights hereunder except for a written waiver signed by authorized representative, on behalf of a Party.

25. Severability: Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

26. Governing Law/Jurisdiction and Venue: This contract shall be governed in accordance with the laws of the Commonwealth of Massachusetts regardless of Speaker's domicile. Speaker hereby submits to exclusive personal jurisdiction of the Courts in the Commonwealth of Massachusetts. The venue with respect to any matters in dispute that may arise under this Contract shall be in the Commonwealth of Massachusetts. Speaker shall pay for all fees, costs and expenses of enforcement and collection of this Contract, including APB's reasonable attorneys' fees.

27. Termination: This Contract shall terminate upon a party's breach of this Contract, cancellation in accordance with the terms of this Contract or upon both parties full performance of their obligations pursuant to the terms of this Contract whichever occurs earlier.

28. Headings: The section headings are included only for convenience of reference, and shall not be interpreted to modify the terms of this Contract.

29. Continued Performance: The Parties agree to continue performing their respective obligations under this Contract while a dispute is being resolved.

30. Arbitration: Any controversies arising out of the terms of this Contract or its interpretation, except collection actions, shall be settled in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

31. Survival: Paragraphs 1, 2, 3, 4, 5, 6, 8, 10, 12, 13, 14, 15, 16, 18, 19, 20, 22, 25, 26, and 30 shall survive termination of this Contract.

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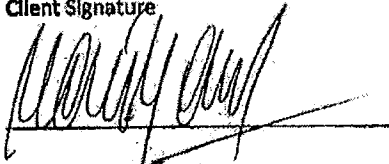
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**Exhibit A**

**Indemnification:**

*Client shall defend, indemnify and hold Speaker (and her loan-out corporation) harmless from and against any and all claims, liabilities, causes of action, actions, proceedings, demands, costs, suits, losses, damages, injuries and expenses (including reasonable outside attorney's fees) in connection with or arising from Speaker's services, acts, omissions, statements and commitments hereunder, including, without limitation, if Speaker is injured or suffers any loss or damages (e.g., theft) in any way while in Ecuador or rendering services hereunder; the messaging, content, written and verbal material provided by Client, or its employees or designees to Speaker; and otherwise in connection with the production, promotion, marketing (including without limitation all written materials related thereto), recording, use, distribution, exploitation of Speaker's appearance hereunder or any element thereof in any and all media and by all technologies and processes now known or hereafter devised throughout the universe in perpetuity. Additionally, in the event that the Speaker has any issues or injuries in Ecuador, Client covers all medical bills and expenses.*

Client Signature

A handwritten signature in black ink, appearing to read 'Maria del Carmen Garay', written over a horizontal line.

Maria del Carmen Garay  
CEO  
MCSquared PR Inc.