

EXHIBIT B



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

Date 03/13/2014 Contract: 60102 - R Agent: HOUSE

REVISED CONTRACT

CLIENT:
FOR:
PRIMARY CONTACT:

MCSquared PR Inc.
Secretariat of Communications of Ecuador
Ms. Maria del Carmen Garay
649 Morgan Ave
Brooklyn, NY 1122
Phone: 212.602.1730 Email: lady.zuniga@mc2pr.com

SPEAKER:
DATE OF PROGRAM:
FEE:
TRAVEL / EXPENSES:

Sharon Stone
04/06/2014 TIME: 09:00 AM
\$275,000.00 plus expenses outlined below.

In addition to fee, Client will be billed for three unrestricted fully-refundable First Class airfare, airport meet and greets and professional ground transportation in Speaker's originating city. Client will arrange and directly pay for 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 24/7 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. All monies, including travel, are due in USD via wire transfer to APB on or before, March 6.

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. Ms. Stone's participation limited to not more than four hours
April 8: Fly to Orellana Province (helicopter or commercial); Visit contaminated areas and meet with representatives of affected communities; Press at the site. Ms. Stone's participation limited to not more than eight hours
April 9: Press Conference with the Public Media re: Findings of the Ecuadorian Amazon Tour. Ms. Stone's participation limited to not more than four hours.
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.

VENUE:

The Presidential Palace and the Rainforest
Quito, Ecuador

AUDIENCE:

High Level Officials

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. Client agrees to execute a separate indemnification agreement per paragraph 14 as Exhibit A attached herein and provide same to Speaker.

TECHNICAL REQUIREMENTS:

PAYMENT:
\$137,500.00 Deposit Invoice due on or before 03/06/2014
\$137,500.00 Balance Invoice due on or before 03/16/2014

INVOICE: Maria Garay
MCSquared PR Inc.
649 Morgan Ave
Brooklyn, NY 11222

Please make checks payable to American Program Bureau, Inc. (Fed ID #04-2371423)

CLIENT

AMERICAN PROGRAM BUREAU, INC.

AUTHORIZED SIGNATURE:
NAME & TITLE:

AUTHORIZED SIGNATURE: *Alicia Marchessault*
NAME & TITLE: Alicia Marchessault, Contract Specialist

This Agreement is subject to the additional terms and conditions set forth on the following pages.
The individual signing this Agreement warrants that he/she signs as a duly authorized representative of the Client.

1. **Parties:** This Contract is between American Program Bureau, Inc., ("APB") and the Client noted on the reverse page of this Contract. ("Parties") The Speaker engaged to provide services pursuant to the terms of this contract ("Speaker") is not a party to this Contract. However APB has confirmed Speaker's availability and agreement to providing the services pursuant to the terms set forth herein. APB is entering into this Contract in reliance upon these and other representations made by the Speaker to APB, whether in writing or otherwise.

2. **Speaker:** Speaker is not an employee of APB. Speaker and APB are not in a principal/agent relationship. Speaker is an Independent Contractor. APB's authority to speak for the Speaker is strictly limited to the terms of their mutual contract, and as such APB's relationship with Speaker is limited to that of a booking company only. Speaker does not have the authority to speak on behalf of APB and is not a representative or agent of APB. 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. Client acknowledges that Speaker is a highly sought after presenter and as such may appear in other venues in close proximity or time to the event described herein. APB cannot be responsible for any negative consequences that may result from such a compelling event, including but not limited to a reduction in audience, media coverage or the like. Additionally, APB has no control over the means, method or details by which Speaker fulfills the obligations under this Contract.

3. **Client:** The Client is not the employer of either APB or the Speaker. The Client and APB are not in a principal/agent relationship with respect to one another. The Client has no other authority express or implied to speak for or bind either APB or the Speaker. APB's relationship with Client is limited to that of a booking company for Speaker only. Client shall, in consideration for such services, pay directly to APB the Fee, Cost and Expenses required to be paid pursuant to the terms of this Contract. The Client has made a proper examination of its resources and has determined that it can and will meet its obligations as set forth in this Contract.

4. **Payment:** The Fee stated on the reverse page of this Contract shall be paid as outlined thereon. The Fee shall be paid by Client, directly to APB. Any payments not paid when due will be considered a default and breach pursuant to the terms set forth below. Notwithstanding any other provision to the contrary, the Fee is understood to be for the keynote address, speech, lecture or main performance only. Any and all ancillary activities, including but not limited to those stated on the reverse page of the Contract, are not material to this contract and are provided as extras.

5. **Expenses and Costs:** Any and all Expenses and Costs which pursuant to the terms of this Contract are to be billed separately by APB or Speaker from the Fee noted on the reverse page of this Contract are due and payable directly to APB immediately upon Client's receipt of any such invoice, which could be prior to the date the Event plays. Expenses and Costs will include, but are not limited to, airfare or cash equivalent, other transportation charges and expenditures, local lodging, meals, taxicab and/or limousine fares, and any other incidental expenses related to the Speaker's visit (unless otherwise agreed to on the reverse page of this Contract). Any payments not paid when due will be considered a default and breach pursuant to the terms set forth below.

6. **Taxes and Additional Fees, Expenses, Costs:** Client agrees to pay any and all federal, state, and local rental, amusement, sales, permits or other such taxes and fees to obtain all necessary licenses and insurance in connection with hosting the event pursuant to this Contract and any insurance the Client deems it necessary for performance of the terms of this Contract and for purposes of insuring any and all indemnifications provided herein. Client acknowledges that any insurance certificates issued by APB, insures only APB and its agents, servants, principals, successors, employees, employers, directors and officers and not the Speaker or its acts and omissions. In addition to any indemnifications contained in this Contract, Client shall indemnify and hold APB and Speaker harmless from its failure to comply with this provision, including any penalties and interest assessed, and attorney's fees and costs born by APB and the Speaker.

7. **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, or 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 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.

8. **Delays:** Should the Speaker be delayed, APB will use its best efforts to notify the Client. Notwithstanding any other provision to the contrary, should the Speaker be delayed but arrive and presents his/her keynote address, lecture, speech or main performance or is willing to present his/her key note address, all Fees and other costs and expenses shall be due, if not already paid, immediately in full to APB on behalf of the Speaker, without setoff. Parties acknowledge, understand and agree that the Fee is for Speaker's keynote address, lecture, speech or main performance only, as the case may be. Any and all ancillary appearances including but not limited to those stated on the reverse page of the Contract, are not material to this contract and are provided as extras. APB and Speaker shall not be responsible in any manner for any expenses and costs incurred by the Client in preparation of such event. Speaker delays shall not be considered a breach of contract.

9. **Substitution:** If for any reason the Speaker cannot appear APB will use its best efforts to notify the Client and to arrange for a mutually agreeable change of date or provide a comparable Speaker that is acceptable to the Client. Should the Speaker be unable to appear as scheduled, neither APB nor the Speaker will have any liability for any expenses, fees or costs or other damages incurred by the Client whatsoever. Should the Speaker cancel and a comparable speaker not be provided, all deposits paid will be applied to another event or, at the Client's option, refunded in full satisfaction of any and all obligations of the APB and Speaker to the Client and this Contract shall be null and void without any further recourse by either party. APB and Speaker shall not be responsible in any manner for any expenses and costs incurred by the Client in preparation of such event.

10. **No Additional Activities:** No additional activities shall be planned by the Client nor expected of the Speaker unless expressly contained in this Contract. Any change by the Client in the nature of this contract shall constitute a breach of this contract unless agreed to in writing by the parties hereto.

11. **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 the Speaker's loan out corporation.

12. **Client Breach:** This contract is pay or play and guaranteed to Speaker except in the case of a Force Majeure event as set forth in paragraph 7. Should the Client cancel or breach the terms of this Contract the total Fee shall be forfeited or immediately due to APB. In the event of any such cancellation or breach, all expenses and costs required to be paid by Client pursuant to paragraph 5 of this Contract, which had already been incurred by APB on behalf of Client or the Speaker and is non-refundable, shall be immediately due and payable to APB by Client. Client shall pay all costs and fees, including statutory interest, attorney's fees and costs, associated with enforcement of this Contract and collection of any monies outstanding.

13. **Cancellation for Cause:** In the event that any information comes to the attention of APB which raises a reasonable doubt as to the Client's ability to meet its obligations under this Contract or which results in a reasonable belief that Speaker's reputation or APB's reputation, would be negatively impacted by the association created by completion of this Contract, APB shall have the immediate right to either: (a) Request any assurances or actions from Client that will alleviate the reasonable doubt raised or mitigate the reasonable belief created. Such assurances or actions may include, but are not limited to, advance payment, personal guarantees, public information releases in the form of press releases, retractions or other media notices; or (b) APB, on behalf of Speaker, may cancel this event if in its reasonable opinion no such assurance or action could alleviate or mitigate the effects of the information obtained. The parties hereto expressly agree and acknowledge that APB and Speaker's reputations and public image have an intrinsic value and that the defense of these items is of utmost concern. Actual damages in the event of such an association as described above would be extremely difficult or impracticable to ascertain and the termination of all obligation herein without recourse is reasonable in light of anticipated loss caused by such an association and the difficulties of proof of loss.

14. **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 or injuries in Ecuador, Client covers all medical bills and expenses.

Client agrees to be responsible for claims of harm or damage to the Speaker and Speaker's property.

15. **Confidentiality:** Other than as may be required by applicable law, government order or regulation; 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.

16. **Advertising:** The Client may not publicize this event until the contract is fully executed by both APB and the Client and the APB has received the required deposit. All advertising of this event in any manner, form or medium must include the words "For more information on this Speaker/Performer please visit www.apbspeakers.com." All marketing, promotional materials for the event must be pre-approved in writing by the Speaker.

17. **Facility:** Client agrees to furnish a suitable place for the event, properly lighted, well heated/cooled, with all the necessary accessories, including microphones and amplification, in proper working condition. Client agrees to limit the audience to no more than the legal number permitted at the place of the event. Client is solely responsible for ensuring compliance with any and all local, municipal, city, state and federal laws, rules, codes and regulations necessary for hosting this event and ensuring the safety of the attendees and the Speaker. In addition to any indemnifications contained in this Contract, Client shall indemnify and hold APB and Speaker harmless from any claims of harm to any persons or property as a result of Client's failure to so comply.

18. **Reproductions:** The event remains the intellectual property of the Speaker. Should the Speaker agree, an audio/video release form will be provided with this Contract should you wish to audio or videotape this event. No lecture, appearance, or performance of this "event" is to be broadcast, recorded, videotaped, podcast, webcast or otherwise reproduced in any manner, form or medium, without written permission. If permission is given, a copy of any broadcast, recording, videotape, podcast, webcast or other reproduction must be sent to APB. APB and the Speaker reserve all copyrights for the event and any broadcast, recording, videotape, podcast, webcast, reproduction or rebroadcast in any manner, form or medium. The content of Speaker's speech or performance shall not be deemed the moral learning or opinions of APB. The Speaker and/or APB reserve the right to videotape the event or use Client's reproduction in any manner, form or medium sent to APB and Speaker, if they so choose for marketing purposes without the need for consent by Client, Sponsors or any other interested party. 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.

19. **Public Portrayals:** Speaker's name or likeness may not be used in any manner including but not limited to as an endorsement or promotion of any product, service, group, or opinion without prior written permission from APB or the Speaker. Client shall act in an ethical and socially responsible manner at all times with respect to the event and the Speaker. Client shall not make an affirmative public statement or representation expressing a negative opinion unless required by law or legal process.

20. **Non-Disparagement:** During the Term of this Contract and for two (2) years after that, Client shall not make any affirmative public statement or representation expressing a negative opinion or view of APB or Speaker, its products or its services and programs, other than (i) as required by law or legal process, or (ii) statements contained in and relevant to any claim or defense contained in a pleading filed in connection with a court proceeding between the parties to enforce or judicially construe this Contract.

21. **Merchandising:** Speaker shall have the right to sell programs or merchandising items on the premises of presentation without participation by the Client, subject, however, to local concessionaire's requirements, if any.

22. **Authority:** The person signing this contract for the Client warrants that he/she is signing as a duly authorized representative of the Client. Client agrees that they have the means to fulfill their obligations pursuant to this Contract.

23. **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.

24. **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. This Contract is entered into without reliance on any promise or representation other than those expressly contained herein.

25. **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.

26. **Facsimile:** An executed facsimile copy or scanned photocopy of this contract shall be deemed an original.

27. **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.

28. **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.

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

30. **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.

31. **Governing Law/Jurisdiction and Venue:** This contract shall be governed in accordance with the laws of the Commonwealth of Massachusetts regardless of Client's location or the place of performance of this Contract. Client 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. Client shall pay for all fees, costs and expenses of enforcement and collection of this Contract, including APB's reasonable attorneys' fees.

32. **Termination:** This Contract shall terminate upon a party's breach of this Contract or upon both parties full performance of their obligations pursuant to the terms of this Contract whichever occurs earlier.

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

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

35. **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.


36. **Survival:** Paragraphs 1, 2, 3, 4, 5, 6, 14, 15, 17, 18 and 19 shall survive termination of this Contract.

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 dark ink, appearing to read 'Maria del Carmen Garay', written over a horizontal line.

Maria del Carmen Garay
CEO
MCSquared PR Inc.