



**HARRY WALKER AGENCY, LLC**  
The World's Leading Speakers' Bureau

355 Lexington Avenue  
21st Floor  
New York, NY 10017

Tel: 646.227.4900  
www.harrywalker.com

DATE: December 7, 2022

**Re: HWA Representation Agreement**

This letter agreement (“Agreement”) is to confirm that Mr. Boris Johnson (“Client”) has appointed and authorized Harry Walker Agency, LLC (“HWA”) to act as Client’s exclusive agency representative for speaking engagements throughout the world for a two (2) year term (“Term”) commencing on the date hereof. Thereafter, the Term shall be automatically renewed for successive one (1) year periods. Either party hereto may terminate this Agreement for any reason (or no reason at all) upon thirty (30) days written notice to the other party. For the avoidance of doubt, Client shall be solely responsible for the content of any speaking engagements procured by HWA on Client’s behalf.

In consideration of the services rendered and/or to be rendered by HWA hereunder, Client agrees to pay HWA or cause to be paid to HWA, as and when received by Client or on Client’s behalf, a sum equal to ten (10%) percent of the gross monies, both fixed and contingent, received by Client or on Client’s behalf, from or in connection with all speaking engagements. Client shall pay HWA the applicable commission as and when income is received by Client. In the event any income is paid directly to HWA, HWA shall retain the applicable commission and shall promptly pay Client the balance of such income, subject to that certain Advance Letter between Client and HWA dated December 7, 2022.

The agreements covered by this Agreement are those entered into or substantially negotiated during the Term and any and all renegotiations, extensions, options, renewals, modifications, replacements or substitutions thereto during and after the Term. Client agrees to direct all third-party requests for speaking engagements received by Client (or on Client’s behalf) to HWA. The foregoing notwithstanding, on a one-time-only non-precedential basis, the following three (3) Client agreements are not covered by this Agreement: (i) with Aditya-Birla for a speaking engagement in India in December 2022, (ii) with Leap 23 for a speaking engagement in Saudi Arabia in February 2023, and (iii) with JW3 for a speaking engagement in London in 2023.

This Agreement shall be deemed to embody the terms and conditions of any agency regulations applicable hereto and shall apply to any person or entity owned or controlled, directly or indirectly, by Client or in which Client now has or hereafter acquires any right, title or interest.

Client represents that: (i) Client has the full right, power, permissions and authority to enter into and perform this Agreement; (ii) Client has not entered into any conflicting contract or commitment which will or might prevent or interfere with HWA’s representation of Client as set forth herein; and (iii) Client will not hereafter enter into any agreement which will conflict with the terms and provisions hereof.

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its principles of conflicts of law thereof. In the event a dispute arises under this Agreement which cannot be resolved, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer) in accordance with the rules of JAMS, The Resolution Experts then in effect. All such arbitration shall take place at the JAMS office located in New York, New York. Each party is entitled to depose one (1) fact witness and any expert witness retained by the other party, and to conduct such other discovery as the arbitrator deems appropriate. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.

We welcome you to HWA and look forward to working with you.

Sincerely,

HARRY WALKER AGENCY, LLC

**AGREED TO AND ACCEPTED**

By: Don Walker  
Its: President

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Mr. Boris Johnson