



**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

December 7, 2022

Mr. Boris Johnson  
c/o Begbie's Chartered Accountants  
9 Bonhill Street  
London EC2A 4DJ

Re: Recoupable Advance

Dear Mr. Johnson:

You have entered into or will enter into an exclusive Representation Agreement with Harry Walker Agency, LLC ("HWA") dated as of the date hereof (hereinafter referred to as the "Agreement").

Subject to your execution and delivery of the Agreement to HWA as a condition precedent, HWA has agreed to advance you the recoupable sum of Three Million United States Dollars (US\$3,000,000) (the "Advance") as an advance against compensation payable to you pursuant to contracts covered by the Agreement ("Covered Contracts"). The Advance will be made to you within thirty (30) days after you sign this letter agreement subject to the condition precedent.

You agree that HWA will retain seventy percent (70%) of the compensation payable to you pursuant to Covered Contracts, until HWA has recouped the full amount of the Advance. You understand that recoupment of the Advance is separate from and in addition to the 10% commission payment due to HWA pursuant to the Agreement.

The unrecouped portion of the Advance will become immediately due and payable to HWA in full if you: (a) are no longer represented by HWA for your speaking engagements, or (b) become unable (including, without limitation, as a result your candidacy, election or appointment to public office or similar professional obligation or endeavor) or unwilling to perform an amount of speaking engagements sufficient to allow HWA to recoup the Advance, except due to matters beyond your control.

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

You acknowledge and agree this letter agreement is highly confidential and you agree to keep it confidential and not disclose this letter or the terms hereof to any third party, except to your professional advisors who need to know such information and who are bound by a duty of confidentiality.



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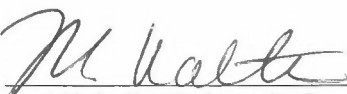
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Any disputes related to this letter agreement will be governed by the internal laws of the state of New York, and shall be submitted in a timely manner to final and binding arbitration with JAMS, the Resolution Experts.

Please confirm your acceptance of the foregoing by signing below.

Sincerely,

Harry Walker Agency, LLC

By:   
Michelle Walter, CFO

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Mr. Boris Johnson