

SPEAKER AGREEMENT

This Speaker Agreement (the "Agreement"), dated as of April 24, 2019, is by and between The Frick Collection, a New York not-for-profit corporation, located at 1 East 70th Street, New York, NY 10021 (the "Frick"), and Risham Majeed, an individual residing at 400 West 113th Street, Apartment 110, New York, NY, 10025 ("Speaker").

In consideration of the terms and conditions set forth in this Agreement, the parties agree as follows:

1. Lecture. Speaker agrees to present "Panel Discussion: Who's Not in the Picture?" to the public at the Frick on Sunday, June 2, 2019, at 2:00 p.m. (the "Lecture"). The duration of the Lecture will be approximately 60 minutes. Speaker may allow for questions immediately following the Lecture, but Speaker acknowledges that the Lecture and any subsequent questions will conclude promptly at 3:00 p.m.
2. Arrival; Set Up. Speaker agrees to arrive at the Frick no later than 1:00 p.m. on the date of the Lecture for set up and sound check.
3. Publicity Materials. Speaker agrees to deliver to the Frick the following materials for use by the Frick in promoting and advertising the Lecture:
 - a curriculum vitae of Speaker, including current professional title and affiliations;
 - a brief professional biography of Speaker, approximately 100-150 words in length (the "Biography").

Speaker grants to the Frick the right to use Speaker's name and biographical information in connection with the advertising and promotion of the Lecture. Speaker hereby irrevocably grants to the Frick a perpetual, royalty-free, non-exclusive license to reproduce, distribute, modify, and publicly display the Biography, in whole or in part, in any media now known or later developed. Speaker acknowledges and agrees that the Frick may edit the Biography in its sole discretion.

4. Fee. The Frick will pay Speaker a fee in the amount of \$1,000.00 (USD) (the "Fee"). The Fee will be paid by check payable to Speaker on the date of the Lecture (or upon special arrangement, by wire transfer in accordance with written instructions of Speaker). United States speakers generally will be paid without deductions for income taxes or social security. Even if income tax or social security deductions are not made by the Frick, the Frick is obligated by United States tax regulations to report total amounts paid annually to the Internal Revenue Service for informational purposes. (With respect to foreign persons who are non-resident aliens, please note that the Fee may be subject to withholding at the 30% rate for United States income tax purposes. A withholding reduction or exemption from withholding may be available under the applicable tax treaty with the United States provided that the appropriate United States federal income tax form (IRS Form 8233) is properly completed by Speaker and submitted to the Frick.)

5. Travel Arrangements; Reimbursement. Speaker will be responsible for making arrangements for Speaker's immigration visa, if required, and travel to and from New York City in connection with the Lecture. The Frick will arrange at its own expense for Speaker to stay one night at a hotel in New York City. Selection of the hotel will be made by the Frick in its sole discretion. The Frick additionally will reimburse Speaker for reasonable travel expenses incurred by Speaker in connection with traveling to and from (or within) New York

City for the purpose of delivering the Lecture at the Frick. If Speaker will travel by air, only a reasonably priced, economy class air ticket will be considered a reasonable travel expense eligible for reimbursement by the Frick. Reimbursements will be made upon Speaker's submission of receipts or other documentation of expenses that are acceptable to the Frick. The Frick will not reimburse Speaker for meals and any other expenses incurred by Speaker in connection with delivery of the Lecture. Expenses incurred by Speaker in connection with delivery of the Lecture will be the responsibility of Speaker, and the Frick will not provide any reimbursement.

6. Recording Release. Speaker grants permission for the Frick to audiotape and videotape the Lecture (the "Recordings"). The Recordings will become the property of the Frick, and Speaker irrevocably grants permission for the Frick to edit the Recordings and to make copies of the Recordings (as may be edited), and to use the Recordings (as may be edited) for archival purposes. Speaker additionally irrevocably grants permission for the Frick to use the Recordings (as may be edited) for the following purposes (unless Speaker expressly declines to grant permission for any such use by writing Speaker's initials in the space provided):

- internal use at the Frick;

(insert initials here to decline
permission for this use)

- viewing and listening by patrons of the Frick Art Reference Library;

(insert initials here to decline
permission for this use)

- live streaming of the Lecture on the Web;

(insert initials here to decline
permission for this use)

- creation of audio and video broadcasts and podcasts for public display on the Frick's Web site and other third-party Web sites (which may include ArtBabble, Livestream, iTunes, iTunes University, and YouTube, among others);

(insert initials here to decline
permission for this use)

- creation of promotional material utilizing excerpts of the Recordings for the purpose of advertising and promoting the availability of the Recordings for viewing and the Frick's lecture programs.

(insert initials here to decline
permission for this use)

Speaker agrees that the Frick may sublicense the permissions and rights granted in this Section 6 to third parties engaged by the Frick. Speaker acknowledges and agrees that third-party viewers and listeners may download the Recordings as displayed on the Internet, or otherwise incorporate the Recordings in another context on the Internet, and that the Frick has no control over third-party use of the Recordings. Speaker agrees that Speaker will not hold the Frick liable for any use of the Recordings, including any downloaded copies of the Recordings, by third parties.

7. Representations and Warranties. Speaker represents, warrants and covenants that: (i) the Speaker is the sole creator of and owns all rights in the Lecture and the Biography; (ii) the Lecture and the Biography will

not infringe upon or violate any proprietary, personal or property rights of others (including any copyright); and (iii) Speaker has acquired or will acquire all rights necessary to grant the rights granted in this Agreement, including obtaining any necessary permissions or releases.

8. Cancellation. In the event that Speaker does not give the Lecture due to illness, personal emergency, or any other reason, the Frick will not be obligated to pay the Fee or reimburse Speaker for any travel expenses.

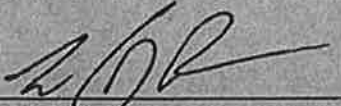
9. Force Majeure. Neither party will have responsibility or liability for failure to perform any of its obligations under this Agreement if the party's performance is prevented by acts of God, exchange controls, export or import controls, any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist acts or threats of terrorism, or any other cause beyond the control of the party. Each party will promptly notify the other party of any such event preventing its performance under this Agreement, and, if necessary, the parties may reschedule the Lecture for a mutually agreed upon date.

10. General Provisions. This Agreement will be governed by and interpreted in accordance with the laws of the State of New York applicable to agreements made and wholly performed within the State. In any dispute between the parties, the parties consent to the exclusive jurisdiction and venue of the federal and state courts in the State and County of New York. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes all prior representations, negotiations or agreements, written or oral, and may not be amended or modified except in a writing executed by both parties. The waiver by either party of a breach of any provision of this Agreement will not be considered a waiver of any other or subsequent breach. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party; and any attempted assignment in violation of this provision will be null and void. This Agreement may be signed in counterparts, each of which will be considered an original and all of which together will constitute one and the same document. A faxed or scanned copy of the signed Agreement will be deemed an original.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written,

THE FRICK COLLECTION

By:



Michael Paccione
Chief Financial Officer



Risham Majeed