This Speaker Agreement ("Agreement") is made by and between Marquette University ("Marquette") and the Speaker identified in Item 1 below, for Speaker's participation at the engagement specified in Item 2 below

The statute applies to individual engagements and to Speakers who receive compensation for multiple engagements totaling or exceeding \$7,000 throughout the calendar year. Speaker must make a reasonable effort to notify Marquette if Speaker anticipates multiple engagements equaling or exceeding \$7,000 in compensation in a given calendar year. Speaker must post the Bond Amount with the Wisconsin Department of Revenue and provide reasonable proof of filing to Marquette at least seven days before the engagement. If proof of filing is not provided, or if Speaker elects to post the Bond Amount before the engagement, Marquette must withhold the appropriate Bond Amount from the Speaker's total compensation. The parties will execute the "Rider to Contract - Nonresident Entertainer" form ("Rider") for this purpose and attach it to this Agreement as Exhibit A. The withheld funds must be submitted to the State of Wisconsin Department of Revenue within 5 days of the engagement.

Restrictions on Compensation to Non-Resident Aliens. If Speaker is a non-resident alien entering the U.S. to speak at the above-referenced engagement, Speaker acknowledges that it is Speaker's sole responsibility to obtain appropriate non-immigrant classification before entry Into the U.S. Speaker must provide reasonable documentation to substantiate speaker's non-Immigrant status (i.e., passport entry stamp) before Speaker receives compensation. Speaker understands that if he or she fails to obtain appropriate non-Immigrant classification or fails to provide proof of same, Marquette may be prohibited from paying Speaker the compensation enumerated above. In addition, Speaker represents that he or she is in compliance with the provisions of INA 3212(q) concerning the above compensation, including, but not limited to the following: (1) Speaker's engagement at Marquette will not exceed nine (9) days; and (2) 3 Speaker has not accepted similar payments from more than five (5) institutions or organizations within the past six months.

- **Miscellaneous**. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Wisconsin. This Agreement may not be assigned without the written consent of the other party. Any signed document transmitted by fax shall be considered an original document and shall have the binding and legal effect of an original document.
- 7. <u>University Purchase Order</u>. Any purchase order issued by Marquette in connection with this Agreement is intended to establish payment authority for Marquettes Ainte(em)-2. 3.6 464.88 5 (quet (v)13.3 .6 (c)10.6 oun(t)15.3 (i)-0.6 (ngues s /sgrd(m).3 (e)13.3 (nt)2 ((m)10.4 pay)10.6 (no(t27 (h)13.3 (gr)3.6 (o)13.4 (t)1.9 eor)372 (t)15.3 (an t)15.3 ((e)13.4 (f)1.9 eor)372 (f)15.3 (f)15.3