

SUBMITTED MATERIALS RELEASE

Today's Date: _____

The Philanthropist, Inc (“**Producer**”)
315 Main St (2nd Floor)
Huntington NY, 11942
Attn: THE PHILANTHROPIST

Ladies & Gentlemen:

I (which term shall include any entity or collaborators set forth below) would like to be considered as a participant on the reality-based competition television series currently entitled “The Philanthropist” (“**Series**”). Accordingly, I desire to submit material, including without limitation video, photographs, jingles, information contained in my Applicant Questionnaire, any names, logos, artwork, packaging, trademarks and service marks related to the Charity or Cause I may present as part of my potential participation in the Series (collectively “**Charity/Cause Indicia**”) and any other material that I provide or may provide in connection with the Series (all of the foregoing herein called “**Submitted Material**”), owned and/or controlled by me so as to offer Producer the opportunity to decide whether Producer wants to consider me to be a participant (“**Participant**”) on the Series, and with respect to Producer’s possible use of the Submitted Material in the television, entertainment and advertising fields.

I acknowledge and agree that, but for my agreement to the terms set forth herein, Producer would not agree to accept for consideration or review the Submitted Material. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby acknowledge and agree to the following (“**Agreement**”):

1. I acknowledge and agree that, if Producer selects me for further consideration in the Participant selection process, I will complete and execute further agreements requested by Producer or Series distributors, (collectively “**Participant Agreements**”). I acknowledge and agree that (a) unless and until I execute such Participant Agreements, Producer will not consider me as a possible Participant for the Series and (b) Producer is accepting my Submitted Material in reliance on my completion and execution of the Participant Agreements.
2. I shall not receive any compensation or credit for submitting the Submitted Material to Producer and understand that Producer may view the Submitted Material.
3. I hereby grant to Producer, The Philanthropist, Inc, and their respective parents, subsidiaries, successors, assigns, affiliated and related entities, licensees, and the respective owners, officers, directors, members, contractors, agents and employees of each of the foregoing, as well as any television network, television stations and other media exhibitors that exhibit or have the right to exhibit the Series (collectively

“**Releasees**”) the perpetual, irrevocable right and license to distribute, broadcast, and otherwise exploit the Submitted Material, gratis, throughout the universe, in any and all manners, formats and media, whether now known or hereafter devised, in and in connection with the Series or otherwise, including, without limitation, the non-exclusive, fully paid, universal license to use, copy, digitize, sublicense, transmit, distribute, publicly perform, publish, delete or display such Submitted Material, or any portion thereof, in any media now known or hereafter devised including, without limitation, the Series. I authorize the Releasees, and any entities affiliated, related or in privity with Releasees, to utilize on a non-exclusive basis, throughout the universe, in perpetuity and in any manner they see fit, the Submitted Material (including without limitation use in advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Series, all allied, ancillary and subsidiary rights therein and thereto, or any other use in connection with the Series in all media now known or hereafter devised), and to make derivative works from such materials. I agree that such use shall be freely assignable by Producer and that Producer and Producer’s assignees and licensees shall have no obligations whatsoever to me (including without limitation no obligation to make any payments to me or to obtain my approval). I hereby grant Producer permission to and Producer shall have the right and sole discretion to edit, alter, modify or change any part of the Submitted Material for any reason in connection with Producer’s (or Producer’s assignee’s or licensee’s) use thereof. It is hereby understood and agreed that the licenses granted in this paragraph shall be exclusive to Releasees from the date hereof through and until six (6) months after the initial broadcast of the final episode of the cycle of the Series for which I would like to be considered as a Participant (regardless of whether Producer selects me to be a Participant on the Series) and non-exclusive thereafter; provided that Producer’s license with respect to Business Indicia shall be non-exclusive.

4. I recognize the possibility that the Submitted Material may be identical with or similar to material which has or may come to Releasees and/or Releasees’ affiliated or related entities from other sources. Receiving identical or similar material has given rise to litigation in the past so that unless Releasees can obtain adequate protection in advance, Releasees will refuse to consider or post the Submitted Material. The protection for Releasees must be sufficiently broad to protect Releasees and all related parties, including without limitation Releasees’ parent, subsidiary, affiliated and related entities and their respective officers, directors, shareholders, employees, contractors, agents, representatives, broadcasters, distributors, licensees, assigns, and all parties to whom the foregoing submit material or have been or may be involved in developing, financing or exploiting materials and properties generally. Accordingly, as a further inducement to Producer to examine the Submitted Material and to consider me for selection as a Participant, I represent, warrant and agree, as follows:
 - a. I acknowledge that the Submitted Material is submitted voluntarily and not in confidence or in trust and that no confidential or fiduciary relationship is intended or created between Releasees and me by reason of such submission or otherwise.

Nothing in this Agreement, or the submission of the Submitted Material, shall be deemed to place Releasees in any worse position than any member of the public with respect to the Submitted Material. Accordingly, without limiting any of the rights and releases I have granted herein, any part of the Submitted Material which could be freely used by any member of the public may be used by Releasees without liability to me or any other party claiming from or through me.

- b. I understand and agree that Releasees' use of material similar to or identical with the Submitted Material or containing features or elements similar to or identical with those contained in the Submitted Material shall not obligate Releasees to negotiate with me nor entitle me to any compensation or other entitlement if Releasees determine that Releasees have an independent legal right to use such other material (either because, e.g., such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created by or submitted to Releasees).
5. I represent and warrant that the description provided above is true and accurate and that (i) I either solely own the Submitted Material, free of any lien or encumbrance, or have obtained all necessary rights to grant Releasees the right and/or to permit Releasees to use the Submitted Material in connection with the Series or otherwise, in any and all media, now known or hereafter devised, through the universe in perpetuity, and that I have all production, distribution and/or exploitation rights in and to the Submitted Material, including without limitation all rights to the likenesses, names, voices and biographical information incorporated in the Submitted Material, any locations, any artwork, any logos or other intellectual property, and any and all other elements or content in the Submitted Material; (ii) it is original with me and not based on any other material or source; (iii) the use and exploitation thereof will not violate or infringe any third party rights; and (iv) I have the right to submit and to offer such material to Releasees without obligation to any third party, and the consent of no other person or entity is required for Releasees to fully exploit the Submitted Material as provided herein. I further represent that I am the sole copyright owner in all music and scoring incorporated in the Submitted Material as set forth herein or have obtained all necessary rights to grant Releasees the right and/or to permit Releasees to use all music and scoring incorporated therein. I further represent and warrant that I will not assert, maintain or assist other persons in asserting or maintaining against Releasees any claim, action, suit or demand of any kind or nature whatsoever related to the use of the Submitted Material, including without limitation those grounded upon copyright, trademark or patent infringement, invasion of privacy or publicity rights, other civil rights, or any other ground in connection with the use of the Submitted Material in the Series or in other productions. I further represent and warrant that I am competent to agree to all of the provisions in this Agreement.
6. I agree that no obligation of any kind is assumed by Releasees or may be implied against Releasees (including, without limitation, any obligation to pay money) by reason of

Releasees' receipt or potential or actual review of the Submitted Material or any discussions or negotiations I may have. Without limiting the foregoing, I specifically acknowledge and agree that (a) I do not and will not under any circumstances have or assert any so-called "idea submission," implied contract or similar claim against Releasees, and (b) Releasees are free to use (i.e., Releasees will not owe me any money or other obligation for using) any portion of the Submitted Material.

7. Both Producer, on behalf of itself, The Philanthropist, Inc, and I acknowledge, understand and agree that any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Series may only be brought in Suffolk County, New York, and that, subject to the arbitration proceeding below, the courts of Suffolk County, New York shall have exclusive jurisdiction over me and the subject matter of any such proceeding. I agree that any and all disputes, controversies or claims arising under or relating to this release or any of its terms, including without limitation the applicability of this arbitration provision, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this release, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Series that are not otherwise barred or released pursuant to the terms of this Agreement (collectively, "**Matters**"), and cannot be resolved through direct discussions, I agree to endeavor first to resolve by mediation conducted in the County of Suffolk, State of New York. If any Matter is not resolved, as set forth above, I then agree that it shall be resolved by binding arbitration conducted in accordance with the Streamlined Arbitration Rules and Procedures of Arbitration in accordance with New York law. Any such arbitration shall be conducted by a single, neutral arbitrator, who shall also be a retired judge of a state or federal court, experienced in entertainment disputes, and selected from a qualified or approved panel of arbitrators proffered in the county of Suffolk, State of New York. If the parties cannot agree upon an arbitrator after good faith discussion, the arbitrator shall be chosen pursuant to the requirements of this paragraph. I agree that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, must be treated as confidential and must not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties' attorneys and their staff, and any experts retained by the parties. The Federal Arbitration Act (9 U.S.C. § 1, et seq.) or its successor statute shall apply and govern the enforcement of this arbitration clause. **By agreeing to arbitration, the parties acknowledge that they have waived the right to a jury trial.** I further acknowledge and agree that the business realities of television productions of this nature, including the Series, create special circumstances for which Releasees must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional remedies. Accordingly, I agree that nothing in this paragraph or in any of the applicable rules of Arbitration, shall prevent Releasees from seeking provisional relief outside of arbitration. For example, a participant's premature or threatened disclosure in violation of the confidentiality provisions of this Agreement could result

in a reduction of audience interest or other diminution in the value of the Series or Releasees' rights hereunder, which would cause Releasees irreparable injury and damage that could not be reasonably calculated or adequately compensated by damages in an action at law. I hereby expressly agree that Releasees shall be entitled to injunctive and other equitable relief pursuant to New York Law and any successor or similar statute.

8. I assume full responsibility for any loss of the Submitted Material for any reason including whether it is destroyed in connection with electronic submission (if permitted), mailed submission or otherwise. Releasees shall have no obligation to read or consider the Submitted Material or to return the Submitted Material to me.

9. I hereby release Releasees to the maximum extent allowed by law of and from any and all claims, costs, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by or through me or on my behalf (even though I realize that such might be based on facts or circumstances not now known or suspected by me to exist, which if known or suspected, would have materially affected our decision to enter into this agreement) that Releasees have used or appropriated the Submitted Material. I am aware of the existence New York Civil Code, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. Notwithstanding this provision, this Agreement shall constitute a full, final, and complete release, accord and satisfaction of each and every claim released hereunder that I have or may have, at any time, against Releasees. To the maximum extent permitted by law, I knowingly and voluntarily waive the provisions of applicable New York Civil Codes, as well as any other statute, law or rule of similar effect of any other jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this Agreement. I represent that I understand and acknowledge the significance and consequence of the releases I have made herein and of my waiver of any rights I may have under applicable New York Codes and any other similar statutes, laws and rules. Without limiting the foregoing, I further expressly waive and release all rights to seek and/or obtain injunctive or other equitable relief (including rescission hereof) against Releasees, in connection with this Agreement and any exploitation of the Submitted Material and in connection with any other material, whether or not in whole or part identical with or similar to the Submitted Material.

Initial Here: _____

10. I agree to defend (at Releasees' option), indemnify Releasees and hold Releasees harmless from and against all liability, actions, claims, demands, losses or damages (including attorneys' fees and costs and punitive damages) caused by or arising out of Releasees' use of the Submitted Material or any rights granted by me herein in any

manner, or as a result of any breach or alleged breach of any of my representations or warranties herein, including, but not limited to, those set forth in Paragraph 5, above.

11. I am not now, nor have been in the past, an employee or an independent contractor of Producer, *The Philanthropist, Inc*, any entity owned, controlled or affiliated with or any of their respective parents, subsidiaries or related entities. Nothing in the application process is intended to create an employment relationship between me and any of the foregoing parties, and I agree that by applying to be considered for selection as a Contestant, no such employment relationship is created or implied.
12. Should any provision of this Agreement be void or unenforceable, such provision shall be deemed omitted, and this Agreement with such provision omitted shall remain.
13. This Agreement is entire and shall be binding on the parties' respective successors, assigns, licensees and all affiliated and related parties. No statements or representations have been made except those expressly stated in this Agreement. This Agreement may be modified only by subsequent written agreement. "I," "me" and "my" refers to the party submitting the material, and any individual who may be competing for the benefit of such party, to Producer.
14. Producer and Releasees may freely assign, in whole or in part, their rights hereunder.
15. This Agreement will be interpreted in accordance with the laws of the State of New York applicable to agreements entered into and fully performed therein by residents of California (but not its conflict of laws principles).

Very truly yours,

Signature: _____

Print Name: _____

Entity Name (LLC, etc.): _____

Collaborators (if any): _____

Signatures: _____

Title: _____

INTELLECTUAL PROPERTY RELEASE

(Complete only if the applicant's audition video was shot by someone other than applicant.)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, being the legal owner of certain intellectual property (including all necessary rights of trademark and copyright therein) described as ***The Philanthropist, Inc.*** Audition Video of _____ [**insert name of Applicant**] (the “**IP**”), does hereby grant to ***The Philanthropist, Inc.*** and its representatives, distributors, agents, employees, successors, licensees and assigns (collectively, “**Producer**”) the full and irrevocable right and license to use, photograph, reproduce, manipulate, edit, and incorporate the IP in and in connection with the reality-based television series currently entitled “**The Philanthropist**” (the “**Series**”). As between the undersigned and Producer, Producer shall solely own all rights in and to the Series, including without limitation the copyright in the Series and any advertising or promotional materials for the Series. Producer shall have all rights to use the Series, including without limitation images and/or footage including or incorporating the IP, in any and all manners and media, whether now known or hereinafter devised, throughout the universe in perpetuity, in any and all languages. The undersigned also consents to the use of the IP in connection with the advertising, promotion, marketing and exploitation of the Series. The undersigned hereby waives any right that the undersigned may have to inspect or approve the finished Series or any advertising, marketing or promotional materials that may be used in connection therewith. In no event shall the undersigned have the right to terminate the rights granted to Producer hereunder or to enjoin, restrain, or otherwise interfere with the development, production, distribution or other exploitation of the Series. The undersigned hereby represents and warrants that: (i) it is the owner and/or authorized representative of the IP and that it has the full authority to execute this release and to grant Producer the permission and rights herein granted, and that no one else's permission or consent is required, and (ii) that no credit, acknowledgment, payment, contribution, monies and/or any other consideration is required to the undersigned and/or any other person and/or entity (including but not limited to any guild, union and/or other collective bargaining organization) for Producer's use of the IP as provided in this agreement. The undersigned, and its representatives, successors and assigns hereby absolutely, unconditionally and forever release and discharge Producer and all other persons and entities connected with the Series, and each of them from any and all claims, actions, causes of action, proceedings, suits, awards, judgments, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, reasonable attorneys' fees and union fees, if any) arising out of, resulting from, or by reason of, the use of the IP in or in connection with the Series (including without limitation, claims based on patent, trademark or copyright infringement, rights of publicity or privacy, defamation or false/negative light). The undersigned shall defend (at indemnitee's option), indemnify and hold harmless Producer, ***The Philanthropist, Inc.***, each of their respective parents, subsidiary, affiliated and related entities and their respective officers, directors, employees, shareholders, contractors, members, representatives, agents, licensees, successors and assigns of each of the foregoing, from all liability, injury, damage, expense, or loss caused by or arising out of or related to (i) any act or omission of the undersigned which is a breach of

the provisions of this Intellectual Property Release; (ii) a breach of any of the undersigned's representations and warranties or agreements hereunder; (iii) materials or images appearing in the Series that were provided to Producer by the undersigned (including, but not limited to, any logos and trademarks), and (iv) the negligence or willful misconduct of the undersigned or the undersigned's agents, employees, contractors or representatives. The undersigned acknowledges that in no event shall Producer be obligated to use the IP in the Series or otherwise or to exercise any other rights, licenses or privileges granted to Producer hereunder. This Intellectual Property Release shall be binding upon the undersigned and the undersigned's heirs, representatives, agents, employees, contractors, successors, licensees and assigns.

ACCEPTED AND AGREED TO ON _____, 2017:

SIGNATURE: _____

ADDRESS: _____

NAME: _____
