



AUDITION RELEASE

PLEASE READ, SIGN AND DATE the following:

In consideration for my possible appearance in the reality-based competition television series currently entitled "BANKABLE" ("**Series**") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (including any entity set forth below) hereby agree as follows ("**Agreement**"):

1. Eligibility Requirements:

Initial after reading: _____

I hereby represent and warrant that:

- (A) I am 18 years of age (or the age of majority in the state in which you reside) or older.
- (B) I am a legal resident of the United States of America
- (C) That my idea/business is in the start-up stage and if in business, we haven't been in business more than 3 months.
- (D) Neither you nor any of your immediate family members or anyone living in your household may be nor have been within the past one (1) year, been employed or had any relationship such as contractors, officers, directors or agents of any kind with KyMoKi Entertainment Inc. ("**Producer**") and any of their affiliates or any entity owned, controlled or affiliated with KyMoKi Entertainment Inc. or any parent, subsidiary, affiliated or related entity of any of the foregoing; (a) any person or entity involved in the development, production, distribution or other exploitation of the Series or any variation thereof; (b) any known major sponsor of the Series or its advertising agency; (c) any person or entity supplying services or prizes to the Series.
- (E) I am not a candidate for public office and must agree not to become a candidate for public office from the date of the Audition Release until one (1) year after the initial broadcast of the last episode of the Series in which I appear.
- (F) I voluntarily submit to a background check if requested by Producer (and agree to execute all consents, authorizations, and releases in connection therewith).

I acknowledge that Producer reserves the right at any time to render ineligible any person who Producer determines, in its sole discretion, is sufficiently connected with the production, administration, or distribution of the Series such that his or her participation in the Series could create the appearance of impropriety. I further understand and agree that Producer reserves the right to change any of the eligibility requirements at any time.

2. Grant of Rights:

Initial after reading: _____

In consideration for my possible appearance in the Series and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (including any entity set forth below) hereby grant Producer and each of its respective employees, contractors, agents, representatives, officers, directors, assignees (including, without limitation, the Network), designees, licensees (including, without limitation, any television network and television stations which exhibit the Series or which has the right to exhibit the Series (collectively "**Network**")) and affiliated and related entities the following:

- (A) The absolute and irrevocable right and permission (but not the obligation) to interview me, audition me, photograph, film, tape and otherwise visually, audio visually and/or by audio means record me and/or my voice (“**Likeness**”) by any method whatsoever in and in connection with the Series and the business activities of Producer and Network.
- (B) The absolute and irrevocable right and permission (but not the obligation) to photograph, film, tape, and otherwise visually, audio visually and/or by audio means record any idea, product, invention, service or business owned or controlled by me, including without limitation any names, logos, artwork, packaging, trademarks and service marks related thereto, (collectively “**Business Indicia**”) by any method whatsoever in and in connection with the Series and the business activities of Producer and Network.
- (C) All rights of every kind and character whatsoever, whether now known or hereafter devised, in perpetuity throughout the universe in and to (i) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced hereunder depicting me and any performances or actions made by me, (ii) material supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me and/or captured on any such footage, tapes, and/or recordings (“**Statements**”), and (iii) all of the results and proceeds thereof (collectively, (i), (ii), (iii) shall be referred to as the “**Material**”). I acknowledge that the Material is specially ordered by Producer for use as part of an audiovisual work and shall be considered a work made for hire for Producer, and therefore Producer shall be the author and copyright owner thereof for all purposes throughout the universe in perpetuity. To the extent that such Material is not deemed a work-for-hire in any jurisdiction, I irrevocably assign, transfer and convey such Material to Producer including, without limitation, all copyrights, renewals, and extensions of copyrights therein, in all media now known or hereafter devised, throughout the universe in perpetuity. For the avoidance of doubt, the Material shall include neither the Business Indicia nor any other intellectual property relating to my business.
- (D) The irrevocable right to reproduce, edit, dub, subtract from, add to, modify or juxtapose the Likeness, Business Indicia, Statements and/or Material in any manner and to combine them with any other material. I understand, acknowledge and agree that Producer shall have no obligation to use any of the Likeness, Business Indicia, Statements and/or Material in or in connection with the Series.
- (E) The irrevocable, perpetual, nonexclusive right to use, copy digitize, sublicense, transmit, distribute, publicly perform, display, and make any other uses of the Likeness, Business Indicia, Statements, whether or not embodied in the Material, in any media now known or hereafter devised, throughout the universe, in and in connection with the Series, including without limitation the advertising, promotion, marketing or exploitation of the Series (including without limitation commercial tie-ins and the exploitation of any allied, ancillary and subsidiary in and to the Series), and the business activities of Producer and Network.
- (F) I understand, acknowledge and agree that Producer may exercise any aspect of the foregoing granted rights without review by, compensation to, or approval by me or any other party, except as prohibited by law.

- (G) I grant the rights hereunder whether or not I am selected to participate as a contestant in the Series in any manner whatsoever. Without limiting paragraph 4 below, I release Releasees (as that term is defined here in below) from any and all liability arising out of its use of the Likeness, Business Indicia, Statements and/or the Material, and I agree not to make any claim against Releasees as a result of the recording or use of the Likeness, Business Indicia, Statements and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and/or any claims based on defamation, libel and/or false light and/or copyright, trademark or patent infringement).

3. Representations and Warranties:

Initial after reading: _____

I hereby represent and warrant that: (i) I, alone or in concert with any collaborators listed below (collectively “**Collaborators**”), have the right to grant the rights granted hereunder; (ii) I, alone or in concert with any Collaborators, have the right to enter into this Agreement; (iii) I, alone or in concert with any Collaborators, own and control all rights in and to the idea, product, invention, service or business that I desire to present as part of my participation in the Series; (iv) the consent of no other person, firm, corporation or labor organization (other than any Collaborators) is required to make my desired presentation or to enable Producer to use the Likeness, Business Indicia, Statements and the Material as described herein; (v) Producer’s use of the Material, Business Indicia, Statements and Likeness hereunder will not violate the rights of any third party other than any collaborators; (vi) Producer shall have the right to use the Material free and clear of any claims for royalties, residuals or other compensation, either by virtue of this Agreement or any guild or union agreement, which I acknowledge does not govern my relationship with Producer; (vii) I have answered all questionnaire and application questions completely, honestly and accurately, and I acknowledge that if any of the foregoing information is found to be false, that this will be grounds for my dismissal from the series participant selection process and/or from the Series, if selected; (viii) I further understand and acknowledge that I will be required to enter into further agreements with Producer relating to my Business and participation in the Series and (ix) I understand and agree that all decisions by the Producer concerning the selection of the participants are final and not subject to challenge or appeal; (x) I also understand and agree, except for the Prize package provided to winner, there will be no royalties, residuals, or any other compensation of any kind to me by Producers and/or Network for my appearance in the Series and my audition and possible acceptance by the Series and Producers is totally voluntary and do not hold Producers, Network and their affiliates responsible for any personal financial situations.

4. Securities Acknowledgment:

Initial after reading: _____

I understand that the announcement, solicitation and/or acceptance of any investment in my Business or any equity interests thereto of any kind from one or more venture capitalist that appear on the Series or any other person may be a securities offering and/or a sale of securities governed by federal, state and other securities laws, and I agree to comply with any and all applicable securities laws in connection therewith, including but not limited to laws governing the offer and sale of securities. I also understand that it is my sole responsibility to comply with such securities laws, that Producers, Distributor, and Network (collectively the “**Bankable Entities**”) will not be providing me with any advice or assistance of counsel in that regard. In addition, I acknowledge and agree that the Bankable Entities will not be acting on my behalf, either directly or indirectly, as an agent, broker or finder, in connection with the offer or sale of any securities and that the Bankable Entities will not have any liability for my failure to comply with such securities laws.

5. Confidentiality:

Initial after reading: _____

Without the express prior written consent of Producer, I shall not at any time, reveal, report, publish or disclose any information or trade secrets obtained or learned by me about the Series, including, without limitation, any information concerning or relating to the Series, the participants, the events contained in the Series, any ideas, products, inventions, services or businesses presented by any participant in connection with the Series or the outcome of the Series or any episode or presentation associated therewith (collectively, “**Confidential Information**”). This confidentiality obligation shall remain in place whether or not I am selected to participate in the Series, and shall continue both during and after my participation in the participant selection and, if I am selected as a participant, my participation in the series, and shall continue regardless of whether or not an episode of the Series has been broadcast which may include some or all of the Confidential Information. I further agree that any Confidential Information of which I become aware will only be used for the express and exclusive purposes for which Producer has instructed me to use the Confidential Information.

6. General Release:

Initial after reading: _____

To the maximum extent permitted by law, I, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns (collectively “**Releasing Parties**”) hereby irrevocably and unconditionally release and covenant not to sue Producer, any affiliated Network, their respective parent, subsidiary, affiliated and related entities, their successors, licensees, assigns, and their respective directors, officers, shareholders, members, employees, agents and representatives (collectively “**Releases**”) from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys’ fees) (collectively “**Claims**”) arising out of, resulting from, or by reason of my application for and/or participation in or in connection with the Series, including, without limitation, any travel I undertake in connection with my participation in the Series, any exploitation, distribution, exhibition, advertising and/or promotion of the Series or my appearance on the Series, and disclosure of my idea, product, invention, service or business, the failure of the Producer to select me as a participant, the cancellation of the Series, the negotiation, entry into or breach of any agreement between any venture capitalist and me (whether during or after the production of the Series and whether or not such negotiation culminates in a binding agreement), or the exercise by Producer or anyone else of any rights granted by me under this Agreement, on any legal theory whatsoever (including without limitation, personal injury, property damage, violation of privacy and publicity rights, false light, defamation, intentional or negligent infliction of emotional distress, products liability, breach of express or implied contract, breach of any statutory or other duty of care owed under applicable laws, infringement of copyright, trademark or patent, loss, limitation or reduction of any intellectual property rights and loss of earnings or potential earnings).

7. Limitation of Remedies:

Initial after reading: _____

Without limiting any provision of this Agreement, my remedies for any breach of this Agreement by Producer or others will be limited to an action at law for damages (if any), and in no event will I be entitled to rescind this agreement or seek injunctive or any other equitable relief (including, without limitation through any arbitration proceeding) in connection therewith.

8. Release of Unknown Claims:

Initial after reading: _____

I acknowledge that there is a possibility that after my execution of this Agreement, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me at that time, may have materially affected my decision to execute herein, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. This Agreement shall constitute a full release of liability in accordance with its terms. I and Releasing Parties knowingly and voluntarily waive the provisions of State of Hawaii law regarding General Release, as well as any other statute, law or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this Agreement and that without such waiver, Producer would not have accepted this Agreement or my Application.

9. Indemnity:

Initial after reading: _____

I, individually and on behalf of the Releasing Parties, agree to defend (at indemnitees' option), indemnify and hold harmless the Releasees from any and all Claims caused by or arising out of my application for and/or participation in and in connection with the Series, including, without limitation, any of the following: (i) any statement, action or omission made or taken by me or anyone else during or in connection with or relating to the Series; (ii) my failure to follow the instructions of Producer, Network, any of their officers, agents, representatives, affiliates or employees, or anyone connected with the Series; (iii) my breach of any of my representations, warranties, undertakings, promises or obligations pursuant to this Agreement or the Series Rules (as may be promulgated and amended from time to time); (iv) my possession or use of any prize or investment; or (v) the use by Producer or Network or any of their respective licensees or assigns of any of the rights I have granted herein.

10. Governing Law:

Initial after reading: _____

This Agreement shall be deemed to be entered into in Maui County, Hawaii and shall be governed by and interpreted in accordance with the laws of the State of Hawaii applicable to agreements executed and fully carried out with Hawaii (but not its conflict of laws principles).

11. Dispute Resolution/Binding Arbitration:

Initial after reading: _____

Both Producer, on behalf of itself, its affiliates, Network, 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 Maui County, Hawaii, and that, subject to the arbitration proceeding below, the courts of Maui County, Hawaii, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. The parties agree that any and all disputes, controversies or claims arising under or relating to this Agreement 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 Agreement, 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, the parties agree to endeavor first to resolve by mediation. If any Matter is not resolved, as set forth above, the parties then agree that it shall be resolved by binding arbitration conducted in accordance with Arbitration Rules and Procedures of a mediation company of Maui County in accordance with Hawaii 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 panel of arbitrators proffered by Maui County office. If the parties cannot agree upon an arbitrator after good faith discussion, the arbitrator shall be chosen by a mediation company pursuant to the requirement of this paragraph. The parties agree that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. The parties 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; provided that such arbitrator(s) and their staff, Mediation company 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 Producer must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional remedies. Accordingly, the parties agree that nothing in this paragraph or in any of the applicable rules shall prevent Producers, their affiliates and the Network 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 Producer, their affiliates and Network shall be entitled to injunctive and other equitable relief pursuant to Hawaii code of Procedure section and any successor or similar statute.

12. Severability, Assignment:

Initial after reading: _____

Without limiting the foregoing, any provision of this Agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. Producer (and its assignees and licensees) may freely assign, in whole or in part, any of their rights or obligations under this Agreement. I may not assign any of my rights or obligations under this Agreement.

13. Entire Agreement:

Initial after reading: _____

In signing this Agreement, I have not relied on any representations or other statements that are not contained herein. No promises have been made to me other than as expressly set forth herein. This Agreement shall supersede and replace all prior and contemporaneous oral, written and electronic communications, understandings and agreements between Producer and me relating to the subject matter hereof. This Agreement sets forth the entire Agreement between Producers and me with respect to the subject matter hereof and may not be altered or amended except by a writing signed by both parties.

14. Modification or Amendment:

Initial after reading: _____

This Agreement cannot be changed, amended, modified or terminated except in writing signed by Producer(s) and me.

15. Waiver:

Initial after reading: _____

Any waiver of any term of this Agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or unenforceability of any part of this Agreement shall in no way affect the validity or enforceability of any other part thereof.

I declare under penalty of perjury that all statements made by me in this Agreement are true. The name given below is my legal name. Any other name(s) or alias(es) used by me within the past seven years are also noted below. I have been given ample opportunity to read, and have carefully read and initialed this entire Agreement. I represent and warrant that I have had the opportunity to consult with my own legal counsel prior to signing, and I have either so consulted with my own counsel or, in the alternative, I have voluntarily and on my own accord declined such opportunity. By signing below, I am voluntarily and knowingly agreeing to the terms and conditions of this Agreement.

PLEASE PRINT CLEARLY:

Dated: _____

Participants Name: _____

Entity Name (LLC, Inc., etc.) _____

Participant Address: _____

Participant E-mail: _____

Participant Phone: _____

Participant Date of Birth: _____

Participant Signature: _____

Aliases (if any): _____

Collaborator Names, Addresses and phone numbers (if any): _____
