

APPEARANCE RELEASE

Whereas, Lyda Hill Philanthropies believes that STEM innovators will build a better future and that having diverse opinions at the table is key to realizing an inclusive economy; and

Whereas, the IF/THEN[®] initiative is designed to activate a culture shift among young girls to open their eyes to STEM careers by: 1) funding and elevating women in STEM as role models; 2) convening cross-sector partners in entertainment, fashion, sports, business and academia to illuminate the importance of STEM everywhere, and 3) inspiring girls with better portrayals of women in STEM through media and learning experiences to pique their interest in STEM careers; and

Whereas, Orange Capital Media, LLC (“**Producer**”) is assisting with the IF/THEN[®] initiative; and

Whereas, as part of the IF/THEN[®] initiative’s commitment to improving the portrayal of women in STEM fields, Producer is creating an an asset library (the “**IF/THEN[®] Collection**”) of images, videos and other content that promotes Producer’s initiative; and

Whereas, to help further the IF/THEN initiative’s reach, Producer is uniting with organizations in science and education; media and entertainment; and community and philanthropy (the “**IF/THEN[®] Coalition**”); and

Whereas, Lyda Philanthropies and Producer are collaborating with IF/THEN[®] Coalition member U.S. Soccer on an event celebrating the U.S. Women’s National Team at the SheBelieves Cup on March 11, 2020 (the “**SheBelieves Cup Event**”); and

Whereas I, the undersigned, am signing this Appearance Release (“**Agreement**”) to allow Producer, itself or through its production partners, to film and otherwise record me in various contexts and my participation and appearance at the SheBelieves Cup Event and use the images, footage and recordings that are taken of me, including without limitation my name, voice, likeness, and biographical information (collectively, the “**Appearance**”) in photographs, videos and other audio-visual works recorded or otherwise produced at or in connection with the SheBelieves Cup Event (collectively, the “**Programs**”).

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. **Grant of Rights.** I hereby grant Producer a royalty-free right and license to publicly display, publicly perform, distribute and otherwise use the Appearance, in whole or in part, in the Programs and in advertising, marketing, promotional, publicity and other materials related to the Programs in any and all media, now known or hereafter devised, throughout the universe in perpetuity. I agree that my Appearance will be deemed a work-made-for-hire for Producer, and therefore, Producer will own the copyright in the images, footage and other recordings of my Appearance and I expressly waive any and all moral rights I may have, if any, in connection with the Appearance and any right of inspection or approval of my Appearance. If under applicable law the foregoing is not effective to place authorship and ownership of the Appearance in Producer, then by way of assignment and transfer of present and future copyright and otherwise, I hereby irrevocably grant, transfer, sell and assign to Producer all right, title and interest therein, throughout the universe and in perpetuity. I acknowledge and agree that the Appearance is not being produced under, and is not otherwise subject to the terms of, any guild, union or other collective bargaining agreement.

2. **Release.** I agree that I will make no claim of any kind against Producer as a result of any of the uses described above, and I irrevocably and unconditionally waive and release Producer and its parent, subsidiary and affiliated companies, and each of their respective officers, directors, employees, members, successors, assigns and licensees (collectively, the “**Production Entities**”) from any and all claims, demands, and liabilities arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of my right of publicity, defamation (including libel and slander) and any other personal and/or property rights (collectively, the “**Released Matters**”). In connection with this release, I acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which I now know or believe to be true, with respect my Appearance. Nevertheless, I intend by this Agreement to fully, finally and forever release the Production Entities from all Released Matters. In furtherance of such intention, the releases set forth in this Agreement shall be and shall remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different claims or facts relevant thereto. I agree that no payments, residuals, reuse fees or other compensation shall be made to me or any third party in connection with the exploitation of the rights granted herein. I acknowledge that Producer is not obligated to include the Appearance in the Programs

or in any program, and is not obligated to produce the Programs. Finally, I agree to bear and assume all risk of any personal injury or loss that I may suffer, due in whole or in part, directly or indirectly, as a result of my participation in any activity or behavior during the process of creating the Appearance.

4. **Miscellaneous.** This Agreement is the complete and binding agreement of the parties with respect to the subject matter hereof, and it cannot be terminated, rescinded, or amended hereafter, except by mutual written agreement, and in no event shall I have any right to seek or obtain injunctive or other equitable relief with respect to the Programs. In the event of a dispute arising from or in connection with this Agreement, I agree that the internal laws of the State of Texas shall govern (without giving effect to Texas's choice or conflict of law principles that would result in the application of any other state's laws) and that venue for the resolution of any dispute shall be Dallas County, Texas. I acknowledge that third parties that are unaffiliated with the Production Entities will be permitted to access my Appearance in the Library and use my Appearance in their own Programs, and the Production Entities are not responsible for any use of my Appearance that exceeds the scope of the rights granted herein or any other unauthorized use of my Appearance by such third parties. Producer may assign, transfer, license, delegate and/or grant all or any part of the Library or its rights, privileges, and/or obligations hereunder to any person or entity, and this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The rights granted herein are in addition to any fair use or other rights the Production Entities would enjoy in my Appearance if this Agreement were not in effect. If any provision of this Agreement is held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms and conditions or provisions shall remain in full force and effect. This Agreement may be signed electronically and may be delivered by any means, including without limitation by electronic means via a website or online portal or email or by electronic imaging. My electronic signature should be given the same effect as a handwritten signature.

By physically or electronically signing this Agreement, I hereby acknowledge and agree to the foregoing.

SIGNATURE _____ DATE _____

NAME _____ PHONE NUMBER _____

IF THE PERSON SIGNING ABOVE IS UNDER THE AGE OF 18, THEN THE PARENT OF, OR LEGAL GUARDIAN FOR, SUCH PERSON MUST ALSO SIGN BELOW.

I hereby warrant that I am the parent of and/or the legal guardian for the person who signed above, that I have read and understood the foregoing, and I agree to cause said person to adhere to all of the terms above.

_____ (Signature) Date: _____

Name: _____ (Please print)