

Pop Whiz Game Show Series & Online Content (“the Media Project”)

Contestant Participant Agreement

This Agreement shall serve as an agreement between the **Participant, together with their respective Legal Guardians** and **G2S PRODUCTIONS INC.**, (hereinafter "**Producer**"), collectively the "**Parties**" with regard to Participant's possible appearance during the interview/recordings of the Media Project to be performed on a future date.

The Parties agree as follows:

1. **Grant of Rights** – I hereby irrevocably and unconditionally grant to Producer, and its agents, affiliates, subsidiaries, successors, assigns and licensees and whomever it or they may further designate, all rights whatsoever to photograph, record, re-record, tape, videotape and otherwise reproduce and to transmit, telecast, license, exhibit, broadcast and otherwise exploit all and/or any portion of Participant's performances, actions, voice, likeness and appearances made during my provision of services for the Producer, as recorded by audio and / or visual recordings, including still, moving picture and sound recordings and any portrayal, impersonation, or simulation of me or my image in any way (the "**Recordings**"), for any and all uses, including, without limitation, for incorporation into a Media Project tentatively titled as referenced above, or in any other work in which any part or all of such Recordings as used, as well as any trailers, excerpts and clips or images of the any of the foregoing (individual or collectively, the "**Productions**"), in any manner, in all languages, markets or formats by any means and in any media now known or hereafter developed, throughout the universe, in perpetuity.
2. **Ownership** – Participant hereby acknowledges and agrees that Producer shall be the sole and exclusive owner of all worldwide right, title and interest, including copyright, in and to the Recordings and the Productions, or any edit or adaptations thereof, and all results and proceeds in connection with the exploitation thereof. Participant hereby waives any and all moral rights in and to the Recordings and the Productions and any and all such results and proceeds.
3. **Use of Name/Likeness** – Participant hereby gives Producer, including their distributors and licensees, the irrevocable right to use Participant's name, photograph, likeness, biographical information and voice (but not as an endorsement of any product or service) in any manner, throughout the world, in all languages, by any means and in any media now known or hereafter developed, in connection with the promotion, advertising, marketing, production, and any other exploitation of the Recordings and the Productions.
4. **Assignment** – Producer may freely assign or transfer the rights and benefits conferred pursuant to this Agreement, in whole or in part, to any entity that is to execute or distribute the Media Project, without Participant's consent.
5. **Miscellaneous** – This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all prior agreements, understandings, negotiations and discussions with Producer concerning the subject matter hereof. Should any provision of this agreement be found invalid, it shall not affect the validity or enforceability of any other provision of this agreement or those portions of such provision that are not invalid or unenforceable.
6. **Governing Law/Jurisdiction** – This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby submit to

the exclusive jurisdiction of the applicable courts sitting in the City of Toronto, Ontario in connection with any actions or disputes hereof.

7. Independent Legal Advice – Participant acknowledges that Participant has been encouraged to obtain independent legal advice with respect to this Agreement. Participant hereby confirms that Participant has either obtained such independent legal advice or has waived Participant’s right to do so.

8. PARENT/GUARDIAN ACKNOWLEDGEMENT (Required as Participant is a minor) - I/We have read and understood the above Agreement. I/We confirm that I/we is/are the parent(s) and legal guardian(s) of the Participant named above, who is a minor. I/We confirm that I/we are required to approve on behalf of the Participant and to grant the rights, waivers and Agreements granted under the Agreement and participation in the Media Project and that the consent of no other person is required in order for the Agreement to be binding upon the Minor.