



Name and Likeness Agreement

In Conjunction with Toastmasters International's Use of Cinebody Software (Super 6 LLC d/b/a Cinebody)

Toastmasters International located at 9127 South Jamaica Street, Suite 400, Englewood, Colorado 80112, (the "Company") ("TOASTMASTERS") and _____ ("Recipient"), together herein known as the Parties ("Parties"), FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows: Recipient grants to TOASTMASTERS its licensees, successors, and assigns, the right in perpetuity and throughout the universe, to use photographs (including screenshots made by TOASTMASTERS, video recording(s) and/or audio recording(s) (including any voice that is audibly heard aside from the Recipient) (collectively the "Projects") of Recipient and those individuals appearing in any photographs, video and/or audio captured by the Recipient when using Cinebody (Super 6 LLC d/b/a Cinebody) Software, contracted by Toastmasters International for use.

The Recipient grants TOASTMASTERS without limitation, its name, likeness, activities, attributes, quotations, and/or biographical information ("Name and Likeness") in connection with the production, exhibition, advertising, distribution, and exploitation of the Projects. RECIPIENT ACKNOWLEDGES AND CONFIRMS THAT ANY INDIVIDUALS APPEARING IN ANY OF THEIR PROJECTS CAPTURED ON THE CINEBODY PLATFORM WERE ASKED FOR THEIR PERMISSION TO CAPTURE THEIR NAME AND LIKENESS, AND THE RECIPIENT DID NOT CAPTURE ANYONE WHOSE PERMISSION TO CAPTURE THEY DID NOT RECEIVE.

TOASTMASTERS SHALL HAVE THE EXCLUSIVE RIGHT TO OWN AND USE ANY OF THE PROJECT(S) CREATED IN THE CINEBODY SOFTWARE CREATED BY THE RECIPIENT, IN COMPLIANCE WITH THE TERMS AND SERVICES AGREEMENT TOASTMASTERS INTERNATIONAL IS BOUND TO WITH CINEBODY. The Projects may be edited, composited, changed, reordered, and combined with other works owned by TOASTMASTERS (including use within Pathways Projects) or combined with the works of others either in whole or in part as TOASTMASTERS may determine in its sole discretion without additional compensation of any kind. TOASTMASTERS shall have the non-exclusive right to use the Recipient's Name and Likeness (and those individuals who appear in the Project(s)) in connection with the production, exhibition, advertising, distribution, and exploitation of the Projects, any portion of the Projects, either separately or as part of the Projects (the "Rights") throughout the universe in all media now or hereafter known. The Rights shall include, without limitation, all copyrights, renewals, revivals, and extensions of copyright, and the Rights are hereby irrevocably, unconditionally, and perpetually granted. TOASTMASTERS shall have no obligation to use the Rights as part of the Projects or otherwise. As the Recipient, I understand that TOASTMASTERS is acting in reliance on this Agreement and will make substantial expenditures based thereon.

As the Recipient, I confirm that I have the right, authority, and legal capacity to sign and perform the provisions of this Agreement. I confirm that the content of my Project(s) and the use of the Rights granted within will not violate any privacy, licensing, or ownership rights of any other party.

Recipient irrevocably and unconditionally releases, waives, and covenants not to sue or otherwise assert any right or remedy (including injunctive or other equitable relief) against TOASTMASTERS, any of its affiliates or related parties, or their respective members, managers, employees, officers, representatives, agents, attorneys, successors, licensees, successors or assigns, for any claim, cause of action, loss, cost, damage, liability or expense of any kind, known or unknown, suspected or unsuspected, (including without limitation based on invasion of privacy, defamation, right of publicity or any other personal and/or property rights), preventing the production, distribution, advertisement or exploitation of the Projects, the Rights, or any production related to or based thereon, rescission or termination of this Agreement arising out of, in connection with, or

related to the Projects, the exercise of the Rights, this Agreement or any act or omission of TOASTMASTERS whether willful, reckless, negligent or otherwise.

This Agreement shall be subject to the laws of the State of Colorado, United States of America. If this Agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Colorado.

This Agreement constitutes the sole Agreement of the Parties and correctly states each Parties rights, duties, and obligations of each Party as of this Agreement's execution date. Any prior Agreement, promise(s), negotiation(s), or representation(s) between the Parties not expressly stated in this Agreement are not binding. Any subsequent modifications that need to be made to this Agreement shall be in writing and signed by the Parties.

By: _____

Name: _____

Date: _____

Member ID: _____

District: _____

Club Number: _____