

## PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (“Participation Agreement”) shall govern the participation of you (“Writer”) and the submission of short film scripts and other materials (collectively, the “Material”) to Kickphase, LLC (“Producer”) in connection with the development of an original series tentatively titled, “It Came From The Ghetto” (the “Project”). For good and valuable consideration, the receipt and sufficiency of which Writer acknowledges, by opting-in to the Project, Writer hereby irrevocably agrees as follows:

1. **Representation and Warranty:** Writer represents and warrants (i) that Writer meets the participation eligibility requirements posted on Producer’s website, and (ii) that Writer is the sole author and owner of the Material (or a member of a team of writers who is the sole author and owner of the Material), and that Writer has the power and authority to submit the Material to Producer on the terms hereof without the consent of any other party. Writer agrees to indemnify Producer against any liabilities, losses, claims, demands, costs (including reasonable attorneys’ fees), or expenses arising in connection with Writer’s breach or alleged breach of the foregoing.
2. **Review of Material:** Writer acknowledges that the only obligation undertaken by Producer in consideration of Writer’s participation is to accept the material for review and to review if and to the extent Producer deems appropriate. No other obligation or duty on Producer’s part shall arise from or be implied by participation in the Project. Without limiting the foregoing, Writer understands that Producer is under no obligation whatsoever to select Writer’s material for further production or inclusion in the Project or to release, distribute, advertise or exploit any material hereunder, including but not limited the Project.
3. **Writer’s Commitments:** Writer will provide any additional information requested by Producer, including but not limited to resume, personal statement, and Writer’s contact information, as well as participating in interviews, and Writer consents to Producer sharing all such material with third parties to the extent appropriate in connection with the Project. Writer grants Producer the right to use Writer’s name, likeness and biography in connection with the Project, including, without limitation, in connection with promotional materials for future iterations of the Project.
4. **Use of Material; Release:** Writer understands that Producer has access to and/or may develop or has developed materials and ideas which may be similar or identical to the Material in theme, idea, plot, format or other respects. Writer agrees that Writer will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created by Producer or may have come to Producer from any other independent source. Writer acknowledges that Producer are not agreeing to refrain from, or to compensate Writer for, the use of any elements of the Material which are not protected by copyright laws, including, by way of illustration, ideas, historical or factual matters or other public domain elements or aspects of the Material. The foregoing shall apply whether or not Producer has obtained such ideas and/or other public domain elements from other sources. For the avoidance of doubt, nothing contained in this Participation Agreement, nor the fact of Writer’s submission of the Material to Producer, shall be deemed to place

Producer in any different position than any other member of the public to whom Writer has not submitted said Material with respect to any portion of the Material that does not constitute protectable literary property. Except as otherwise provided in this Participation Agreement, Writer hereby releases Producer from any and all claims, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Material or by reason of any claim now or hereafter made by Writer that Producer has used or appropriated the Material, except for fraud or willful misconduct on the part of Producer. Writer agrees to indemnify Producer against any liabilities, losses, claims, demands, costs (including reasonable attorneys' fees), or expenses arising in connection with Writer's breach or alleged breach of the foregoing. All references in this paragraph to Producer shall include Producer's respective employees, directors, independent contractors, agents, representatives, affiliates, licensees, successors, assigns and any person to whom Producer has given access to the Material, all of whom shall be deemed third party beneficiaries of this Participation Agreement.

5. **Confidentiality and Non-Disclosure Obligations:** Writer shall keep the following information confidential (all of which is collectively defined as "Confidential Information"), and agrees not to disclose any of the following information to anyone at any time without Producer's express written consent in each instance, which consent may be provided in Producer's sole discretion: (i) the identity of any writer(s), other participants, cast members, producers, talent and/or staff of the Project or the Program; and (ii) the Materials, working title(s), theme, subject matter, content, location, outcomes, storylines, scripts, set designs and/or any other information or material related to the Project, Producer's staff, and/or Producer's business or production methods, this Agreement or the terms hereof, or Writer's engagement hereunder. Writer hereby acknowledges and agrees that Writer shall not participate in (and shall not authorize any agent, representative, or employee of Writer to participate in) publicity in connection with the Project, or directly or indirectly issue or permit the issuance of any photographs or publicity or disclose (orally or in writing) any Confidential Information. Writer agrees that Writer's confidentiality obligations and publicity restrictions hereunder (and those of any agent, representative, or employee of Writer) shall apply to any and all media whatsoever, including, without limitation, online, radio, television, print outlets, and social media.
6. **RESULTS AND PROCEEDS:** Writer acknowledges that all results, product and proceeds of Writer's services (including all original ideas in connection therewith) are being specially ordered by Producer for use as part of an Original Series and shall be considered a "work made for hire" for Producer. Therefore, Producer shall be the author and copyright owner thereof for all purposes throughout the universe without limitation of any kind or nature. Producer shall solely and exclusively own throughout the universe in perpetuity all rights of every kind and nature whether now or hereafter known or created in and in connection with such results, product and proceeds, in whatever stage of completion as may exist from time to time, including: (i) the copyright and all rights of copyright; (ii) all neighboring rights, trademarks and any and all other ownership and exploitation rights now or hereafter recognized in any Territory, including all rental, lending, fixation, reproduction, broadcasting (including satellite transmission), distribution and all other rights of communication by any and all means, media, devices, processes and technology; (iii) the rights to adapt, rearrange,

and make changes in, deletions from and additions to such results, product and proceeds, and to use all or any part thereof in new versions, adaptations, and other Motion Pictures including Remakes and Sequels; (iv) the right to use the title of the Work in connection therewith or otherwise and to change such title; and (v) all rights generally known as the “moral rights of authors.”

7. **Compensation:** Writer acknowledges there will be no financial compensation for their service. In the case the Project is purchased, Writer will receive a one time residual payment, the amount determined out of good faith and at the sole discretion of Producer. If Writer is accorded sole “Written by” or “Screenplay by”, Writer shall have the right of first negotiation on all audio-visual exploitation, including, but not limited to remakes, sequels, mini-series and TV pilots in connection to individual episode Writer received credit on. Writer shall be accorded screen credit in connection with the Project, in a manner, position, placement and size of type to be determined at the sole discretion of the Producer. No casual or inadvertent failure of Producer, or failure of any person, firm, or corporation, to comply with the credit provisions of this paragraph shall constitute a breach of this Agreement by Producer.
8. **Arbitration:** If there is any dispute arising out of this agreement, or the Project, including a dispute about the validity, operation, meaning or breach hereof, the dispute between the parties (the “Dispute”) shall be submitted to final and binding arbitration, which shall constitute the sole dispute resolution mechanism hereunder and Writer irrevocably waives any rights to seek other relief at law or equity. The arbitration shall be controlled by the terms of this agreement, on an individual and not class basis only, and any award favorable to Writer shall be limited to the fixing of compensation for Producer’s use of the submitted material, which shall bear a reasonable relation to compensation normally paid by Producer and/or to persons of Writer’s present stature and experience for Producer’s use of similar material.
9. **Assignment:** Producer shall have the right to assign this Participation Agreement and this Participation Agreement shall inure to the benefit of Producer’s successors and assigns.
10. **Miscellaneous:** This Participation Agreement shall be governed exclusively by the laws of Virginia without regard to conflict of laws provisions. Should any provision or part of any provision be void or unenforceable, such provision or part thereof shall be deemed omitted and this Participation Agreement with such provision or part thereof omitted shall remain in full force and effect. This Participation Agreement shall at all times be construed as to carry out the purposes hereof. This Participation Agreement represents the complete agreement between Writer and Producer regarding the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements, representations or undertakings. Any modification or waiver of any of the provisions of this Participation Agreement must be in writing and signed by both parties.
11. WRITER INDICATES WRITER’S AGREEMENT HERETO BY CLICKING THE PROVIDED CHECKBOX ON THE REGISTRATION FORM. WRITER WILL HAND SIGN A VERSION OF THIS SUBMISSION AGREEMENT AND RETURN IT TO PRODUCER UPON REQUEST.