

The I AM 4 Kids Foundation. Voice Talent Release Agreement

THIS AGREEMENT is entered into this DATE on which the video audition is submitted by and between The I AM 4 Kids Foundation, NFP (IM4K) executing this Agreement, its assignees, licensees and successors (“Company”) based at 2774 East Colonial Drive, Suite C, Orlando, FL 32803 and the “Talent” named in the video submitted (“Legal Name”). If the talent is known professionally as a “Stage Name”, that name must also be used in the submitted video.

WHEREAS, Company is engaged in the creation of a pilot for an animated children’s program (“pilot”), and Talent wishes to perform voiceover services for Company to use in its pilot.

NOW, THEREFORE, for and in consideration of the amount set forth herein to each party by the other party, and other good and valuable considerations, the receipt of which hereby is acknowledged, the parties hereto do agree and acknowledge as follows:

1. Services. Talent agrees to provide voiceover services to be used in a pilot, under the direction of Company or any agent of Company, including without limitation any director or producer acting on behalf of Company.

2. Fees. In consideration of and in full payment for the performance of the services and the rights and licenses granted in this Agreement, Company agrees to pay Talent the following Sum: Zero dollars (\$0.00).

3. License. Talent grants to Company the absolute worldwide and perpetual right and license, under Talent’s rights of publicity, privacy, and all other rights, to copyright, use, publish, publicly display and perform, copy, distribute in any media (including without limitation any electronic media), market and sublicense, the voiceover work product of Talent captured or recorded by Company during said audition. This Section 3 shall survive any termination of this Agreement.

3.1 All Content, in whatever audio, digital or other form or format, shall constitute the sole and exclusive property of Company, and Company shall own all rights, title and interest, including all intellectual property rights, therein. Talent agrees that (a) Talent has no rights in the Content or in the proceeds from exploitation of the Content, (b) Talent will not assert any rights in or to the Content (including any “moral rights”, which Talent expressly waives), and (c) Talent has not granted any rights that would conflict with the grant of rights herein.

3.2 Talent grants to Company the absolute right to use, in any context in Company’s sole discretion, in conjunction with the Content or its exploitation, any printed or verbal matter of any kind, including without limitation Talent’s biography, pictures, audio recordings or other items provided by Talent, any printed or verbal matter from any source other than Talent, and any audio or visual content provided by others (which may be used, without limitation, to “double” or “dub” any performance attributed to Talent). Talent shall have no right whatsoever to review or approve any such use.

3.3 As part of (and without limiting) the foregoing grant, Talent expressly grants to Company all rights (including without limitation privacy and publicity rights) to identify Talent in connection with any permitted Company use of the Content by Talent’s Stage Name, as shown in the first

paragraph above, and by any other legal, fictitious or stage name which Talent has used or now or in the future uses publicly (including any trademarked names) in connection with voiceover or other commercial or professional activities.

4. Representations. Talent hereby warrants that Talent is above eighteen (18) years of age and has every right to contract in Talent's own name in the above regard. Talent further states that Talent has read the above authorization, release, and agreement prior to its execution, and that Talent is fully familiar with the contents thereof.

4.1 If Talent is not above eighteen (18) years of age, then Talent must have a parent or legal guardian sign this Agreement in conjunction with his/her signature. By signing this Agreement, the parent or legal guardian acknowledges, agrees and represents that he/she is authorized to enter into this Agreement and shall be bound by the terms and conditions of this Agreement as it pertains to Talent.

5. Termination. Talent has the right at any time to terminate any session without penalty. Talent understands and agrees that he/she shall not be entitled to payment for any session or services terminated by Talent.

5.1 This Agreement may be terminated by Company on notice to Talent and without further payment to Talent in the event that Talent is, or appears to be, unable, unfit or unwilling to perform the services, if Talent is involved in abuse of alcohol, drugs or other controlled substances, or if Talent is charged with or proven guilty of any criminal act during the performance of Talent's services pursuant to this Agreement.

6. No Employment. Talent is an independent contractor. Nothing in this Agreement shall be construed as creating any agency or employment relationship between Talent and the Company. Talent shall be responsible for all taxes related to the payments hereunder, and shall not be entitled to any employment-related benefits.

7. Assignment. This Agreement, and the rights contained herein, may be licensed, sold, or assigned by Company to any person or entity, without notification to or consent of Talent and without further compensation to Talent. Specifically, Talent acknowledges that the rights, licenses, and releases, as well as the representations of Talent, granted and made herein extend to Company's successors, licensees (including distributors) and assigns, and Talent intends that they shall each and all benefit there from. Talent's rights and obligations hereunder are personal and non-assignable.

8. Miscellaneous.

(a) In the event that any term or condition of this Agreement or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder shall not be affected thereby.

(b) This Agreement shall be performed in the State of Florida. Notwithstanding the principles of conflicts of law, the internal laws of said state shall govern the interpretation and enforcement of this Agreement. All disputes between Talent (and Talent's respective attorneys, successors, and assigns) of any kind whatsoever, arising from the transaction reflected in this Agreement (hereinafter "Arbitral Claims") shall be resolved by arbitration ("Arbitration"). Arbitral Claims shall include, but are not limited to, contract and tort claims of all kinds, and all claims based on any

federal, state, or local law, statute, or regulation, excepting only claims under applicable workers' compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitral Claims. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS. Arbitration of Arbitral Claims shall be conducted in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association. The prevailing party in any such Arbitration shall be entitled to recover its reasonable attorney's fees and expenses.

(c) This Agreement contains the entire agreement between Talent and the Company, and there are no oral understandings, terms, or conditions. Neither Talent nor the Company has relied upon any representation, express or implied, not contained herein. All prior negotiations are merged in this Agreement. This Agreement may not be modified orally, but only by a written agreement signed by the party against whom enforcement is sought. Talent agrees to execute such documents or instruments as Company may request to further evidence or perfect Company's rights or interests granted herein, and Talent irrevocably appoints Company as his/her attorney-in-fact (coupled with an interest) to execute and deliver same if Talent fails to do so within ten (10) days of Company's request.

MUST READ BEFORE SUBMITTING VIDEO: DISCLAIMER

- THE PILOT IS NOT A PAID ENGAGEMENT! THERE WILL BE NO COMPENSATION FOR THE PILOT DIALOGUE. IF THE SHOW IS PICKED UP BY A NETWORK, STREAMING SERVICE, ETC, AND YOUR CHILD IS CHOSEN AS THE VOICE FOR A CHARACTER, STANDARD ENTERTAINMENT INDUSTRY PROTOCOLS REGARDING COMPENSATION OF MINORS WILL BE IN EFFECT ONCE THE SHOW GOES INTO PRODUCTION.
- **WE CANNOT ACCEPT SUBMISSIONS FROM PROFILES UNDER THE AGE OF 18.**
- BY SUBMITTING YOUR CHILD'S AUDITION THROUGH YOUR PROFILE, YOU ARE PROVIDING CONSENT FOR THEM TO BE CONSIDERED FOR ONE OF THE CHARACTERS.
- BY SUBMITTING YOUR CHILD'S AUDITION THROUGH YOUR PROFILE, YOU GIVING CONSENT FOR THE "COMPANY" TO REPURPOSE YOUR CHILD'S AUDITION FOR THE PURPOSE OF ONLINE OR OFFLINE CONTESTS / POLLS / ELECTIONS TO ALLOW THE COMMUNITY TO VOTE FOR ITS FAVORITES FOR SPECIFIC CHARACTERS.

BY SUBMITTING YOUR CHILD'S AUDITION, YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS OUTLINED ABOVE. YOUR SUBMISSION OF THE AUDITION SERVES AS A DIGITAL SIGNATURE.

Instructions and Screenplay on following pages

Instructions for submitting audition

- Follow @MarkPapadas AND @iam4idsfoundation on Instagram
- Follow @Mark.Papadas AND @iam4kids on TikTok
- Record your audition and post it to either platform
- Tag both MarkPapadas and iam4kids when posting
- One person per submission. If you have more than one child who wants to audition, submit each separately.
- Each audition must start with the auditioner's name and the character they would like to be considered for.
- Since this is an animated project, we **DO NOT** need to see your child's face on camera. If you have privacy concerns, we completely understand. It is entirely your choice as to whether they appear on camera or not. The voice is the determining factor in our selection.

Good Luck!!

The screenplay for the audition is on the following pages.

Screenplay for Pilot Episode

INT. PLAYING TOGETHER AND BLOWING OUT BIRTHDAY CANDLES

NARRATOR

Nika and Brian were best friends and next-door neighbors. Their birthdays were three weeks apart.

EXT. TRICK OR TREATING IN NEIGHBORHOOD

NARRATOR

They played together, trick-or-treated together, and shared everything.

INT. HOSPITAL ROOM. SOBBING IN THE BACKGROUND.

NARRATOR

Just before his 5th birthday, Brian got sick - very sick. The doctors found a big tumor in Brian's brain. He almost died.

INT. DOCTORS OFFICE.

DOCTOR (OFFSCREEN)

Brian, you have worked very hard these past two years and I am happy to tell you that the cancer is gone. There is still work to be done, but this is good news. The bad news is that the treatment was so rough on your body that you won't continue to grow at the same rate as your friends. You will never be as tall or as strong as they are.

EXT. BRIAN AND NIKA PLAYING CATCH TOGETHER OUTDOORS

NARRATOR

By the time Brian was 10 years old, he was almost back to a normal routine. He had nearly caught up on the years of missed school.

BRIAN

Guess what? I'm doing so well in my therapy that I get to come back to school with you for part of the day!

NIKA

That's awesome! I can't wait!

INT. SCHOOL BUS

NARRATOR

In the morning, Nika would go to school on the bus and Brian's parents would take him for therapy and tutoring. He'd get dropped off at the local school at lunch time and come home with all the other neighborhood kids.

**LOCATION TO BE DETERMINED (BUTCH & BOBBY BULLYING SMALLER KIDS)
BUTCH (AFTER KNOCKING ANONYMOUS KID'S BACKPACK DOWN - GIVES A
MEAN LOOK)**

BUTCH

What?! You gonna do something about it? If you tell anyone, you'll get worse tomorrow.

**INT. HALLWAY IN SCHOOL (BUTCH AND BOBBY MOCKING BRIAN AND NIKA
WHILE PASSING IN THE HALL)**

BUTCH (TO BOBBY BUT LOUD ENOUGH FOR EVERYONE TO HEAR)

BUTCH

Look at him. He walks like an old man and looks like my uncle with his combover. How is someone our age mostly bald?

BOBBY (TO BRIAN & NIKA - LAUGHING AND LOUD ENOUGH FOR EVERYONE TO
HEAR)

BOBBY

Hey Baldilocks! Why don't you guys run away from us? Oh, that's right. You can't run! Neither of ya.

**NIKA AND BRIAN COME HOME FROM THE BUS STOP.
AFTER FINISHING THEIR HOMEWORK,
THEY GO OUTSIDE AND PLAY.
NEITHER TALKS ABOUT WHAT HAPPENED AT SCHOOL.**

**EXT. BRIAN GETTING ON SCHOOL BUS AFTER SCHOOL.
HE'S THE LAST ONE TO GET ON. HIS BACKPACK FALLS OFF HIS
SHOULDER AND HIS STUFF FALLS OUT ON THE PAVEMENT.**

BRIAN (UNDER HIS BREATH TO HIMSELF)
(Stifling back tears of embarrassment) Well, that's just great.

**INT. ON SCHOOL BUS AFTER SCHOOL WITH THE REST OF THE KIDS
BOBBY (LOUD ENOUGH FOR EVERYONE TO HEAR)**

What's the matter Baldilocks – can't hold on to your backpack? Maybe you're just a baby. You're bald like one and walk like one. Yeah, you're just a baby!

NIKA (LOOKING ANGRY)

STOP! STOP IT RIGHT NOW!! You think you're so cool. You think you're so tough. Well, you're not. Brian almost died a few years ago. He has to take horrible medicine every day, but he does it. He has to deal with you two picking on him every day, but he does it. That's tough! That's being cool. He's tougher and cooler than either of you will ever be. If you don't stop picking on him, you'll have to deal with me!

BUTCH AND BOBBY LOOK AT EACH OTHER AND CHUCKLE

BUTCH

What are you going to do about it? Baldilocks and the girl in the wheelchair. Gimme a break.

ALEX (NEIGHBORHOOD JOCK)

Not just them. Me too! I'm with them.

KIDS VOICES IN BACKGROUND

Me too.

Us too.

Leave them alone.

BUTCH AND BOBBY SIT DOWN QUIETLY – NOT KNOWING HOW TO REACT.

EXT. BRIAN AND NIKA ON THE WAY HOME FROM THE BUS STOP.

BRIAN

Thank you for sticking up for me. I hate when they do that. I was just too afraid to do anything.

NIKA

I know. I was afraid too. But I know who I am, and I just couldn't let them do that anymore.

Just because we look different and can't do some of the things they can do, they think we are lesser people. Well, we're not! They only see "what" we are...not "who" we are. We are stronger than they are...just in different ways. You and I can do anything we set our minds to. We just have to do it differently than they do – that's all.

LOCATION TO BE DETERMINED

NARRATOR

From that day forward, Butch and Bobby didn't give Brian or Nika any trouble.