

**ON-CAMERA PARTICIPANT RELEASE**

THIS ON-CAMERA PARTICIPANT RELEASE (this "Release" ), made effective as of \_\_\_\_\_ (the "Effective Date"), is by and between Principled Technologies, Inc., a North Carolina corporation with a principal place of business at 1007 Slater Road, Suite 300, Durham, NC 27703 ("Company"), and \_\_\_\_\_, an individual residing at \_\_\_\_\_ ("Participant").

WHEREAS, Company intends to produce one or more videos (each a "Video" and collectively, "Videos") and associated still images ("Still Images");

WHEREAS, Company wishes to have Participant appear on-camera in such Videos and/or Still Images alone or with others and/or to provide voiceovers for inclusion in Videos ("Voiceovers");

WHEREAS, Participant consents to such appearance or appearances (collectively, the "Appearance") and to provide Voiceovers, as requested by Company;

NOW, THEREFORE, in consideration of the fore-going recitals, the mutual covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. Term. The term of this Release shall commence on the Effective Date. It shall continue in effect with respect to the grant of rights and release in Sections 2 and 3 below in perpetuity and with respect to confidentiality in Section 4 for a period of ten (10) years.

2. Participant's Grant of Rights. Subject to the terms and conditions set forth in this Release, Participant grants Company the worldwide, royalty-free rights to: (a) record the Appearance and/or Voiceovers; (b) include the Appearance and/or Voiceovers in whole or in part in the Videos and the Appearance in Still Images; and (c) include Participant's name, voice, likeness and biographical information (collectively, "Participant's Personal Attributes") in any promotional materials produced by or on behalf of Company solely in connection with the Videos (collectively, "Promotional Materials"). Participant acknowledges that the decision to include the Appearance and/or Voiceovers in whole or in part in any Video shall be Company's in its sole discretion. Participant acknowledges that he or she has no claim of copyright in the Videos, Still Images, Voiceovers or Promotional Materials relating thereto.

3. Release. For the goodwill, any publicity and other good and valuable consideration he or she receives as a consequence of the Appearance or Voiceovers, the sufficiency of which is hereby acknowledged, Participant shall and hereby does release Company from any liability for any claim or cause of action, now known or later discovered, arising out of the distribution, performance or display of the Videos and Voice-overs, if any, Still Images or Promotional Materials, for violation of any privacy or publicity right that he or she might have arising out such distribution, performance or display or Company's use of Participant's Personal Attributes pursuant to the terms and conditions of this Release.

4. Confidentiality. In connection with the Appearance and/or recording of Voiceovers certain Company confidential or proprietary information, materials, data, know-how, proto-cols and business models (collectively, "Company Information") may be disclosed intentionally or unintentionally to Participant. Participant shall not: (a) disclose any Company Information to any third party without Company's express, prior, written approval; or (b) use any Company Information for any purpose other than the Appearance, Voiceover and Videos. Participant's obligations of confidentiality shall not apply to any

information that Participant can establish by competent written proof (i) at the time of disclosure was or later becomes (without breach of this Agreement) generally known by the public; (ii) was already in his or her possession without an obligation of secrecy; (iii) was or becomes available to Participant from any person having a bona fide right to disclose such information; or (iv) is required by applicable law or judicial process to be disclosed by Participant, provided that Participant shall notify Company sufficiently in advance of any such disclosure to enable Company to take action as it sees fit under the circumstances. The foregoing obligations of confidentiality shall be in addition to, and not in lieu of, Participant's confidentiality obligations under any existing agreement between Company and Participant.

5. Representations and Warranties. The parties mutually represent and warrant to each other that they have all the requisite power and authority to execute and deliver this Release and to perform all of their respective obligations hereunder.

6. Miscellaneous Provisions. Subject to the last sentence of Section 4 above, this Release constitutes the entire agreement between the parties and supersedes any and all prior agreements, written or oral, between them relating to the subject matter hereof. This Release may not be modified except by a written instrument signed by both parties. This Release shall be governed by and construed in accordance with the laws of the United States of America and the State of North Carolina as applied to agreements entered into and to be performed entirely within and between residents of such State, without regard to its conflicts-of-law provisions. No term or provision hereof shall be considered waived by either party unless such waiver is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by the other party, shall constitute a consent to, waiver of or excuse of any other, different or subsequent breach by such party. This Release shall be for the benefit of and binding upon the parties, their successors, heirs, legal representatives and assigns.

IN WITNESS WHEREOF, Participant and Company have executed this Release as of the Effective Date.

**PARTICIPANT**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

**PRINCIPLED TECHNOLOGIES, INC.**

By: \_\_\_\_\_

\_\_\_\_\_  
Title