

**NOTE: DO NOT SIGN THIS UNTIL YOU HAVE READ IT COMPLETELY  
FISHTANK APPLICANT AGREEMENT WITH ARBITRATION PROVISIONS**

Applicant Name: \_\_\_\_\_  
Dated: \_\_\_\_\_  
(To be filled in by applicant)

**BIGG TOPP PRODUCTIONZ, LLC**  
**Attention: Sam Hyde, Manager**  
**999 Main Street**  
**Suite 701**  
**Pawtucket, RI 02860**

Ladies and Gentlemen:

BIGG TOPP PRODUCTIONZ, LLC ("Producer") is currently considering me as a potential participant in their upcoming web series called "FishTank". The series is set to be broadcasted in episodes lasting either thirty (30) or sixty (60) minutes, referred to collectively as the "Series". These episodes will be aired on a web channel that is both owned and controlled by the Producer, or on other networks affiliated with them such as YouTube, based on the sole discretion of the Producer. It is also possible that the episodes may be continuously broadcasted around the clock at the discretion of the Producer. I have already undergone an interview process with the Producer as part of their selection process for the Series. The Producer is currently in the process of selecting the finalists who will participate in the series, and I understand that one or more interviews (the "Finalist Interview") will be conducted with me for this purpose.

To further persuade the Producer to consider me for participation in the Series, I am making the following representations, warranties, disclosures, covenants, and agreements. In the event that any of my disclosures, representations, or warranties are false or if I violate any covenant or agreement outlined in this Applicant Agreement With Arbitration Provisions ("Applicant Agreement") or any other agreement or release connected with the Series, the Producer reserves the right to remove me from the Series, withhold any prizes or earnings I would have received, and require that I return any prizes that have already been awarded to me. Additionally, the Producer and/or Network may provide any explanation or announcement, on-air or otherwise, that they see fit in their sole discretion.

**GRANT OF RIGHTS**

- I. I hereby grant the Producer the irrevocable right to (a) interview me as often and for as long as the Producer deems necessary, and to record such interviews, my statements, and my appearances during such interviews, including my name, voice, and likeness; and (b) if I am chosen by the Producer to be a participant in the Series, to record me on a 24/7 basis in connection with the production of the Series. This includes the right to videotape,

film, photograph, and otherwise record me and my actions, as well as to record my voice and any other sounds that are necessary for the production of the Series. This recording may occur at any time, whether I am clothed, partially clothed, or naked, and whether or not I am aware of the recording. The Producer may also require me to wear a microphone at all times.

The interview(s) (including, but not limited to, the Final interview and any other interview(s) that Producer has conducted or may conduct in the future), any and all information that I have or may provide in such interview(s) or otherwise (including any biographical information, photographs, and videotapes of myself and/or others, and any other materials), any and all other information that Producer has received or will receive (from any source), and all recordings of my appearance, actions, voice and sound effects in connection with the Series (including, without limitation, any acts, poses, plays, vocals, instrumentals, musical and other sound effects, and compositions of any kind or nature), and the results and proceeds of my participation in the Series as recorded on an up-to-24-hours-a-day, 7-days-a-week basis, including, but not limited to, by means of hidden cameras and microphones, and any reproductions or recordings of any nature of any of the foregoing, in whole or in part, shall be collectively referred to as the "Material." The Material, including all copyrights and other rights therein, shall be the sole and exclusive property of Producer, and in exchange for Producer considering me as a participant on the Series, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby grant and assign to Producer all rights of any nature in and to the Material. The Material shall also include, without limitation, any and all material that I may create or participate in the creation of in connection with the Series, or otherwise while I reside in the Fish Tank(as defined below), including, but not limited to, drawings, plans, sketches, plastics, pictures, figures, models, photographs, or written records of any type, etc.

All rights to the Material, including copyrights and any other associated rights, shall be exclusively owned by the Producer. As consideration for my participation in the Series and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby grant and assign to the Producer all rights of any kind in and to the Material. The Producer is permitted to use, broadcast, exhibit, distribute, advertise, publicize, promote or otherwise exploit the Material, including for merchandising, publishing, and any other commercial or non-commercial purposes, in any media, now known or later developed, throughout the universe, in perpetuity, in all languages and markets, and at any time and from time to time, whether as part of the Series or otherwise.

The rights granted hereunder shall include, without limitation, all television rights (whether free, pay, cable, satellite, or otherwise), and all allied, ancillary, subsidiary, and incidental rights, including, without limitation, prequel, sequel, and remake rights, motion picture rights, music publishing rights, literary publication rights, streaming video, videocassette and video disc, laser disc, and DVD rights, soundtrack album rights, radio rights, merchandising rights, theme park rights, stage play rights, interactive cable rights, internet site rights, download rights, streaming rights, wireless and mobile device rights (such as iPod, cellular phone, ringtones, and mp3 players), multimedia cable rights, and computer-assisted media rights (including, without limitation, CD-ROM, CD-I, and other similar disc systems), rights with respect to any other media and/or devices, whether now

known or hereafter devised, and promotional and advertising rights (including, without limitation, novelizations, printed synopses, excerpt rights, and the right to broadcast over radio, television, the internet, and all other media advertisements with respect to productions produced hereunder).

The Material may be modified, edited, rearranged, adapted, dubbed or otherwise revised for any such purpose by the Producer in its sole discretion, and I waive the exercise of any "moral rights" and "droit moral" and any analogous rights however denominated in any jurisdiction of the world. The Producer will own any so-called "rental and lending rights" or similar rights. I hereby grant to the Producer, its licensees and assigns the perpetual and worldwide right to use my name, sobriquet, likeness (actual or simulated), photograph, caricature, voice and biographical material in connection with the development, production, exhibition, advertising, publicity, promotion, merchandising and other exploitation of the Material, whether as part of the Series or otherwise, or in connection with the exploitation of any subsidiary and ancillary rights therein, the Producer's business activities and the business activities of the networks, stations, sponsors, and other users, exhibitors, distributors, assignees, and licensees of the Material and/or the Series for any purpose, including, without limitation, for any commercial purpose whatsoever, including but not limited to product endorsement, whether related to the Series or otherwise. I agree that any telecast or other exploitation of the Material or any rights therein, whether as part of the Series or otherwise, will not entitle me to receive any prize (as defined in paragraph 5 below) or compensation.

I hereby certify and guarantee that I possess the authority to grant all of the aforementioned privileges, both for myself and for all other individuals who appear in the videotape(s) or photograph(s) I have provided, or who have provided information contained within the Material. I unconditionally bestow upon Producer the right to register my name (inclusive of all variations thereof) as one or more domain names on the Internet (e.g. johnsmith.com, john\_smith.org, j-smith.net, etc.). Furthermore, I grant Producer the ability to use and possess such domain names in association with the Series, without restriction, indefinitely, and in any manner that Producer selects. However, I am aware that Producer is not obliged to register my name or to utilize such domain names in any way.

Without limiting any other provisions herein, I acknowledge that until the initial broadcast cycle of the Series on which I appear is concluded, I am prohibited from maintaining a personal website, or allowing any person or entity to create and maintain a personal website, or a website related to the Series, regardless of whether its content is related to my experiences in the Series or not, that is publicly accessible. Until such time, any existing website I may have must be taken offline and replaced with the message "Site Under Construction." Furthermore, during the Exclusive Period, as defined below, I shall not participate in any online chat rooms or websites, whether as myself or under an alias, or permit anyone else to do so on my behalf, regardless of whether or not such websites, chat rooms or online posts refer to or mention the Series.

As a material condition of this Agreement, I hereby agree that upon request from the Producer, I shall provide any necessary assistance to take down any website or remove any online content which the Producer deems to be in violation of the terms outlined in this paragraph. Without limitation to any other provision of this Applicant Agreement, I specifically acknowledge that my failure to strictly adhere to the terms of this paragraph regarding websites, online postings, or chat rooms shall constitute a material breach of this Agreement.

## **SERIES PARTICIPATION**

- II. If I am chosen to participate in the Series, I agree to be part of the production of the Series as required by the Producer on the dates and locations determined by them. The Producer may inform me of my selection to participate in the Series up to 24 hours before moving into the Fish Tank(as defined below). The Series is currently scheduled to take place for about 63 days starting on a date designated by the Producer, and may change at their discretion. The production will mainly take place in a residential structure that is isolated from the outside world, including the adjacent garden and other outdoor surroundings, located in or around Pawtucket, Rhode Island, and/or Boston, Massachusetts (the "Location"), where filming and production will occur. I understand that my actions, voice, and sound effects in and around the Location, as well as my entry and exit from the Location, will be videotaped, filmed, and recorded for the Series on a 24/7 basis. This includes whether I am clothed, partially clothed, or naked, and whether I am awake or asleep. I will be required to wear a microphone at all times, and the recording may be done through hidden cameras and microphones.

I hereby agree that from the date of my selection, if any, as a participant in the Series and until one (1) year after the initial airing of the final episode of the Episode Cycle of the Series (defined as a set of episodes featuring a group of participants competing for a Prize as defined herein) in which I participate, I will exclusively provide my media services, including all types of over-the-air television, cable and pay-per-view television, direct broadcast satellite media, streaming on the Internet and/or motion pictures, to the Producer and Network. I will not be allowed to offer my services or make appearances on any other media platforms for any third party (if any) during this "Exclusive Period". I will be available to participate as required by the Producer and Network for promotions, marketing, advertising, interviews, and other related events (such as news shows, morning shows, talk shows, specials, live shows where the winner of the contest is announced, reunion shows featuring participants in the Series, and other programs), and I will make any other appearances as necessary for the Series. This may include participating in advertising and promotions for the Producer and/or Network. During the Exclusive Period, I acknowledge that the Producer has the exclusive and irrevocable right and option (the "Option") to require me to sign a talent hold agreement, at the applicable minimum amount, if any, set out under any relevant guild rules.

During the Exclusive Period, Producer shall have the exclusive right to my services as a performer in all media (to the maximum extent allowable under any applicable guild agreement) for one (1) year from the date of exercise of the Option. I agree to comply with all guidelines and restrictions that may be provided to me from time to time by Producer and/or Network in connection with the promotion, marketing, advertising, and publicity of the Series as well as all merchandising, publishing, and other media. As part of my obligations, I agree to participate in (i) an on-camera interview to occur immediately following my elimination as a participant (and any reason and by any means whenever needed, if I am selected as the winning participant, immediately following such selection; and (ii) a live, on-line chat event to occur within twenty-four (24) hours following my elimination as a participant (whether due to audience vote or otherwise) and at such other time(s) as Network and/or Producer may designate. Without limiting any other commitments that I have made, I further agree not to grant any additional interviews to any third parties or make any other broadcasts on the Internet or any other media, whether or not relating to the Series, without Network's prior written approval for a period of one (1) year after the initial network broadcast.

- III. I agree that if selected as a participant, I shall take part in the following activities as well as any others that may be requested by the Producer, without limitation to my participation as set forth in the previous paragraphs:
- (a) Before moving into the Fish Tank, I will have an individual portrait taken of me, which will be part of the Material component mentioned in paragraph II above. The Producer will own all copyrights and other rights to this portrait and may use it in any and all media (including television and the Internet) as determined by the Producer in its sole discretion, including before, during and after the production of the Series.
  - (b) Before the date designated by the Producer for me to move into the Fish Tank, I agree to be available and participate in any further preparations for the Series as requested by the Producer, including interviews in a public forum, videotaped interviews at my home, and potentially involving my family members, co-workers, and friends (whose recordings may be posted from time to time as described above), and any other matters as designated by the Producer and/or Network. In connection with any such interviews, I agree to execute a Location Agreement in the form attached hereto as Exhibit "A," and to ensure that all persons appearing in such interviews execute a Release in the form attached hereto as Exhibit "E" (or Exhibit "D" if such person is a member of my immediate family).

- IV. If I am chosen as a Participant, I acknowledge that I will receive a copy of the official Series Rules (the “Rules”) before moving into the Fish Tank. I understand that I am responsible for reading, acknowledging, and following the Series Rules. The Rules may be altered, revised, or amended from time to time by the Producer at its sole discretion with or without prior notification to me.

I hereby agree to fully comply with all of the directions and instructions of the Producer regarding all matters related to the Series. I also agree to promptly report to the Producer any violations of the Rules by myself or any other participants. The decisions of the Producer on all matters related to the Series, including, but not limited to, participant selection and elimination, and the creation, interpretation, and implementation of any terms, conditions, and rules (including the Series Rules) governing the Series, shall be under the sole control of the Producer. These decisions shall be considered final and binding upon me, and shall not be subject to challenge or appeal.

I agree to sign and ensure that a Location Agreement in the form attached hereto as Exhibit “A” is executed, and to ensure that all persons appearing in any such interview also sign a Release in the form attached hereto as Exhibit “E” (or Exhibit “D” if such person is a member of my immediate family). I understand that I will receive a copy of the official Series Rules prior to moving into the Fish Tank, and I agree to understand, follow, and comply with these Rules. I acknowledge that Producer may change, modify, or amend the Rules at any time in its sole discretion, with or without notice, and I agree to follow all of Producer’s directions and instructions in all matters relating to the Series. If I become aware of any violations of the Series Rules by myself or any other participants, I will immediately report them to Producer. Producer’s decisions on all matters, including participant selection and elimination, and decisions regarding the creation, interpretation, and implementation of any terms, conditions, and rules (including the Series Rules), will be final and binding on me in all respects and shall not be subject to challenge or appeal.

Furthermore, if any activity on the Series is stopped for any reason whatsoever, Producer and/or Network may at any time decide upon the resumption of the activity and/or disposition of the prizes. I acknowledge that Producer has the right, at its sole discretion before and during production, to change, add to, delete from, modify, or amend the Series Rules or any of the terms or conditions relating to the Series (including, without limitation those affecting or governing the conduct of the participants on the Series, the Series activities, the elimination of participants from the Series, and the granting or withholding of prizes). I understand that failure or refusal to comply with the Series Rules (as they may be changed, modified, or amended by Producer in its sole discretion from time to time with or without prior notice to me) in any respect or to any degree may result in (subject to Producer’s sole discretion) immediate elimination from the Series and/or forfeiture of any and all prizes, stipends, or other monies, even if already awarded, granted, earned, or received by me.

- V. I acknowledge that if selected as a participant, the competition in which I will take part offers one (1) grand prize, a cash prize of \$25,000.00 (the "Prize"), which will be awarded to only one participant according to the procedures established by Producer at its sole discretion. The Prize winner will be personally responsible for paying any applicable state and/or federal taxes on the Prize. Producer may, at its discretion, withhold any or all applicable taxes before delivering the Prize to the winner. The selection of the winner is final and binding and cannot be challenged or appealed by me. There is NO GUARANTEE, other than the grand prize, that I will receive ANY COMPENSATION during my time as a participant in the Fish Tank. Producer reserves the sole discretion to grant and/or remove prizes, which may take the form of goods, services, or cash.

The Producer has established procedures for eliminating participants from the Series, which are outlined in the Series Rules. The Series Rules may be changed, modified, or amended at any time at the sole discretion of the Producer, with or without prior notice to me. These changes do not limit anything contained in the Series Rules. If I am chosen as a participant, I will be living in the house with other participants for up to sixty-three (63) days. The duration of my stay may be shorter or longer as determined by the Producer in their sole discretion. The Producer may also require me to remain at the Location, which is defined below in this paragraph. The ultimate goal of the show is to establish one (1) participant as the "winner."

If I am chosen as a participant, the decision to eliminate me will be final and binding, and cannot be challenged or appealed. The Producer may, at its sole discretion, (1) award consolation prizes to each participant who is not selected as a finalist, or (2) award a grand cash prize (up to \$10,000.00) to the first runner-up of the Series. The Producer may also award additional consolation and/or runner-up prizes, in cash or in kind, to some or all of the participants, but is not obligated to do so. The award of the Prize and any consolation prizes to any participant may be subject to Producer's sole discretion and may depend on the actual broadcast of all episodes of the Episode Cycle in which I appear as a participant. The Prize and any consolation prizes will be awarded only after the initial broadcast of the last episode of such Episode Cycle.

Each participant is responsible for paying any applicable state, federal, and/or foreign taxes on any monetary or non-monetary prizes they receive. I acknowledge and agree that even if I am eliminated from the chance to win the grand prize, the Producer may require me to participate in subsequent episodes or pickup shots at their expense. If required by the Producer, I agree to make myself available for such trips to the Location and to follow the Producer's instructions, as determined in their sole discretion, to provide me with sufficient information to make informed decisions regarding the participants and to determine the ultimate winner of the Series.

I acknowledge and accept that failure to comply with Producer's requirements when required will result in forfeiture of any prizes and awards, even if they have already been awarded. If there is a discrepancy between this paragraph and the Series Rules (which may be revised by Producer from time to time, with or without prior notice to me), the Series Rules shall prevail. While Producer has the authority to require me to remain at the FISHTANK after my elimination (if applicable), I also acknowledge that I may be required, at Producer's sole discretion, to remain at a separate location from the FISHTANK, which shall be referred to as the "Location Annex" as determined by Producer until principal photography of the Series is completed.

In the event that I am required by the Producer to stay at the Location Annex, I understand that I may be alone or with some or all of the other eliminated participants. It is possible that we may be required to remain there until the production of the Series is concluded. I am aware that the location of the Location Annex may be changed at any time and that it may consist of one or more different locations. I acknowledge that the Location Annex may be situated in a different city or country than the production location of the Series. I am also aware that I will be provided with accommodations while required to stay at the Location Annex.

If I am chosen as a participant and subsequently eliminated or required by Producers to remain at the Location Annex until the completion of production of the Series for any reason, I understand and agree that I will be, and that all of my actions will be, monitored by one or more members of the Series production team. Furthermore, I understand that I will not be permitted to travel or depart the Location Annex until the end of the Series production (which is currently estimated to be no more than sixty-three (63) days in total - although the actual number of days may be either longer or shorter, at the discretion of the Producer), except with the express permission of the Producer. I also acknowledge that, to maintain the confidentiality of information such as participant eliminations, it is strictly prohibited to communicate with third parties who are unrelated to the Series.

Moreover, I acknowledge and accept the restriction on using mobile phones and accessing email or the Internet during my participation in the Series. I understand that any violation of this rule will be considered a breach of this Applicant Agreement. Notwithstanding any other warranties, representations, waivers, indemnifications, or covenants that I may have made in this or any other agreement, I further agree that upon the completion of my participation in the Series, if I refuse to accept any travel arrangements provided by Producer for my return trip or opt to make my own travel arrangements instead (collectively, "Alternate Travel Plans"), Producer will have no obligations to me or anyone else related to such Alternate Travel Plans and I assume all associated risks.

I hereby waive any claims that may or may not exist with respect to such Alternate Travel Plans, and I further agree to defend, indemnify, and hold harmless the Released Parties (as defined below) from any and all claims, liens, agreements, contracts, actions, suits, costs, attorneys' fees, damages, judgments, orders, and liabilities of any kind or nature in law, equity, or otherwise, whether presently known or unknown, suspected or unsuspected, and whether or not concealed or hidden, that may be brought by any person or entity in connection with such Alternate Travel Plans.

- VI. I understand that Producer may choose me as an alternate, at their sole discretion, instead of as a participant. If selected as an alternate, I agree to be available to participate in the Series as a participant, should I be chosen by Producer to replace a participant. I acknowledge that if I am not chosen to replace a participant, I will not have the opportunity to win any prize and no compensation will be provided to me. Additionally, as an alternate, if chosen to replace a participant, I will only be eligible to win a pro-rata portion of the prize based on the number of days I actually spend in the FISHTANK during the production of the Series, which is currently estimated to be no more than sixty-three (63) days, but Producer reserves the right to change this duration in their sole discretion, should I ultimately be selected as the "winner." If this occurs, I understand and agree that Producer may award the full prize to the ultimate winner and I waive any claims to the remainder of the prize. The confidentiality provisions set forth in this Agreement shall apply to me whether I am initially chosen as an alternate or participant and regardless of whether I am ultimately chosen to participate or replace a participant.
- VII. The FISHTANK premises comprises of multiple sections, including a bedroom, bathroom, kitchen, dining area, living room, storage room, and an outdoor backyard area, all of which are considered to be part of the FISHTANK for all intents and purposes. Producer will control the distribution of food and water supplies to the FISHTANK on a rationed basis. The FISHTANK is equipped with both visible and potentially concealed cameras and microphones that will record everything that happens within the FISHTANK continuously for 24 hours a day, seven days a week, including in the dark, utilizing infrared or other technology. All recordings may be utilized in any and all ways and media, including but not limited to the internet and mobile or wireless devices, as defined more explicitly in paragraph I above. The storage room will hold all food and supplies, and certain basic food staples will be supplied by the Producer.
- VIII. From time to time, the Producer may require me to have individual meetings with a FISHTANK psychologist or other appropriate medical professionals. The scheduling of these meetings will be recorded and will be at the sole discretion of the Producer. I acknowledge and agree that participating in the Series may expose me to extreme and unnatural conditions during my stay in the FISHTANK. I waive my right to privacy during my stay in the FISHTANK. I also understand and agree that my stay in the FISHTANK and/or the Location Annex may cause physical, psychological, and/or emotional distress, and that the artificial conditions may exert unexpected pressures on me, both during my stay in the FISHTANK and after my stay in the FISHTANK.

- IX. I acknowledge and understand that any recordings made of me, including film, tape, and audio, and the disclosure of personal or other information about me (whether by Producer, participants, or otherwise) in connection with the Series, may be considered a serious invasion of my privacy. In connection with the foregoing, I further acknowledge and agree that any video footage or recordings involving me, including live and delayed images from the FISTHANK, may be available to the public for viewing via the Internet, mobile devices, cable, and any and all other means, 24-hours-a-day, 7-days-a-week. Nevertheless, and without limiting the scope of anything in this Agreement, I hereby give my express, unconditional, and irrevocable permission to Producer to fully utilize all such materials and to authorize and/or assign the right to other parties to do the same. Without limiting the scope of any release set forth herein, I hereby expressly release, indemnify, and hold harmless Producer, Network, and the other Released Parties from any claims of privacy invasion, intentional or negligent infliction of emotional distress, defamation, and/or any other tort or damage related to the production of the Series, which may be captured in any format, including tape, audio, and other recordings made of me in connection with the Series.
- X. I acknowledge that, during and in connection with the Series, information about me of a personal, private, intimate, surprising, defamatory, disparaging, embarrassing, or unfavorable nature may be revealed and/or related by me and/or other parties such as other participants, Producer, Network, and the Series host. I also understand that my actions and appearance, depiction, and/or portrayal in the Series and related Advertisements may be edited and presented in a manner that is unfavorable to me and that may expose me to public ridicule, humiliation, and/or condemnation.

I agree that the Producer and Released Parties shall not be held liable for (a) the release of any footage of my appearance, depiction, portrayal, actions, and statements in the Series and Advertisements as edited by Producer and/or Network in their sole discretion, and (b) incorporating and otherwise exploiting the Material containing any such information, appearance, depiction, portrayal, or actions in the Series and Advertisements.

The waivers, releases, and indemnities provided in this Applicant Agreement and any other agreement that I may execute in connection with the Series shall apply to any such inclusion and exploitation, without limiting the generality of any release set forth herein. I hereby release, indemnify, discharge and hold harmless the Producer, other participants, the Series host, Network, and the other Released Parties (as defined herein) from any and all claims and liabilities arising from the violation of my privacy rights, intentional or negligent infliction of emotional distress, defamation, and/or any other torts and/or damages relating to (i) the disclosure of personal or other information about me and (ii) the broadcast, display, distribution, or other exploitation of the Material in connection with the Series, including any Advertisements.

- XI. I comprehend and acknowledge that the Series may encompass unexpected components, some of which may not be disclosed to me until the commencement of the Series or never at all. I understand that participating in a television or web series like the Series can be an incredibly challenging experience, both physically and emotionally. If I am selected and agree to participate, I declare that I will do so with the knowledge that I might be exposed to situations that can cause, among other things, anxiety, discomfort, embarrassment, anger, and/or shock.

I acknowledge and understand that these situations may be outside the control of the Producer and Network, and may be the result of the Producer's and/or Network's negligence or gross negligence, or may be deliberately and intentionally planned, acted out, induced, and/or staged by the Producer and/or Network, including, but not limited to, as a result of the selection of other participants. I voluntarily and fully accept and assume all of these risks, and I irrevocably consent, without any qualification or reservation whatsoever, to the Producer and Network causing me to expect the situations, risks, and consequences described above and matters of similar nature, and acknowledge and agree that the releases (including, without limitation, releases for actionable torts), waivers, and agreements within the Applicant Agreement expressly apply to such risks and consequences.

- XII. I acknowledge that my disqualification from participating in the Series will not affect any of the rights assigned to the covenants, agreements, waivers, releases or indemnities made by me in this Applicant Agreement. This includes my agreement to participate in publicity interviews and other related matters specified in paragraph 2, even if my participation in the Series is discontinued for any reason other than being eliminated in accordance with this Applicant Agreement and the Series Rules.

I understand that I must remain available to return to the Location as requested by the Producer and/or Network, and that I may forfeit any chance of winning any prizes or awards. Furthermore, I acknowledge that my discontinuation may occur on camera and will be recorded. I grant Producer permission to record the discontinuation of my participation in the Series, and I understand that any Material obtained by Producer before such discontinuation and any Material related to such discontinuation may be used, broadcast, exhibited, distributed, advertised, publicized, previewed, or otherwise exploited by Producer and/or Network as part of the Series or otherwise, at the sole discretion of the Producer and/or Network.

- XIII. During my involvement in the application process or participation in the Series, I agree not to enter into any agreements or social media contracts with employees of Producer and/or Network, or any third parties closely associated with the staff or Producer of the Series. Such prohibited relationships include intimate and/or sexual relationships and dating. I acknowledge that such relationships may lead to improprieties or the appearance of improprieties, potentially affecting the production and resulting in the improper use of an employee's position for personal gain or be exploitative or coercive in nature.

Furthermore, I understand and agree that I will not establish any business or financial relationships, including but not limited to lending money, gambling, or entering into

business partnerships, with Producer's and/or Network's employees or any individuals closely associated with the production of the Series. I acknowledge that if I breach any aspect of this paragraph, I may be immediately removed from the Series in the sole discretion of the Producer, and I shall forfeit the opportunity to win any prizes, even if they have already been awarded.

- XIV. If I am chosen as a Participant for the Series, I will not use threats of physical violence or bodily harm to intimidate others, nor will I violate the rights of any other person, entity, or fellow participant. I will not cause physical harm or injury to any other participant, and I will comply with all participant conduct rules, as well as all applicable Federal, state, and local laws. I understand that any breach of these provisions may result in my disqualification from the competition and render me ineligible to win any prize or award at the sole discretion of the Producer. At all times, I agree to abstain from all forms of physical violence, assault, non-consensual sexual contact, and intimidation by threats of physical violence towards other participants, employees, agents, or other representatives of the Producer and/or Network. I recognize and accept that the Series may entail participants attempting to gain advantages through verbal combativeness and/or other tactics intended to mentally and emotionally challenge other participants.

I understand and acknowledge that the Producer shall have the authority to assess, discern, and decide in its sole discretion whether any verbal threats, aggressive communication, or other disrespectful or confrontational conduct constitutes threats of physical violence or bodily harm that necessitate intervention by the Producer (the consequences of any such intervention, if any, shall be subject to the Producer's sole discretion). The releases, waivers, and indemnification responsibilities included in this Agreement shall expressly extend to the Producer's assessments and determinations concerning such behavior.

- XV. I commit to preserving the FISHTANK or any other location used in relation to the Series, including any exterior or interior areas, appliances, items, or other objects situated in or around the FISHTANK or other locations, in their original condition. I also pledge not to interfere with or obstruct the technical equipment installed in the FISHTANK or any other location, which is utilized for the purpose of recording myself and other participants.
- XVI. If I am presented with a list of approved items that I am allowed to bring into the FISHTANK or any other location used for the Series, I agree to abide by the provisions set out in Section XV. Additionally, I understand that the Producer has the right to search me and my belongings before the commencement of the Series' production and at any time during production (including, but not limited to, using X-ray or similar technology), and may confiscate any unauthorized items without delay. Moreover, if I refuse to allow the Producer to search my person or belongings, I may be disqualified. I hereby release the Producer from any liability arising from the loss or damage of any items I bring with me to the FISHTANK, including items that the Producer may confiscate in accordance with this Applicant Agreement and any items that the Producer may retain for me while I am in the FISHTANK or any other location used in connection with the Series.

- XVII. I acknowledge and accept that I am not authorized to access any information beyond the FISHTANK, nor can I receive any external information. I recognize that it is solely at the discretion of the Producer to reveal any information about events outside the FISHTANK or any

personal or familial matters that may concern me. This information will be provided to me only if deemed appropriate by the Producer.

XVIII. I hereby designate the following individual as my emergency contact:  
\_\_\_\_\_ ; Telephone no: \_\_\_\_\_ ;  
Address : \_\_\_\_\_ .

This designated person may be consulted by the Producer regarding decisions pertaining to providing me with any information as outlined in the preceding paragraph, as well as for matters concerning me, which the Producer deems appropriate. I will obtain a signed copy of the Immediate Family Member Release, which is attached hereto as Exhibit "D," from my designated contact.

### **MEDICAL REPORTS, CONSENTS AND AUTHORIZATIONS**

XIX. I certify and guarantee that I am in exceptional physical and mental health, and that I do not possess any physical or mental limitations or medical conditions that may hinder my ability to participate in the Series or pose a risk of harm to myself or other participants. Moreover, I affirm that, with the exception of what is explicitly stated in the Medical History Form provided to me by the Producers, I am not currently taking any medication for any physical, mental, or emotional ailment or condition.

XX. I give permission to the Producer to carry out drug tests and psychological and physical examinations on me as part of the process of selecting participants for the Series. I consent to signing and bringing the Authorization for Release of Medical Information, which is attached to this Applicant Agreement as Exhibit "B," with me to the Finalist Interview, and I will sign any additional medical authorizations as requested by the Producer. I am aware and understand that it is my complete responsibility to provide the Producer with an honest and accurate account of my entire medical history and current medical condition. I understand that any physical or psychological examination carried out by medical staff contracted by the Producer and their opinions regarding my fitness to participate in the Series do not discharge my obligation to provide an accurate and truthful account of my complete medical history and current medical condition to the Producer.

I acknowledge that I cannot rely and will not rely on the opinion of medical staff contracted by the Producer as a replacement for my own judgment or that of my own physician regarding my fitness to participate in the Series. I agree to indemnify, discharge, and hold harmless the Producer, Network, and Released Parties (as defined herein) from any and all claims and liability whatsoever related to (i) any failure on my part to provide the Producer with a complete and truthful account of my medical history and current medical condition, and/or (ii) any adverse consequences or outcomes that may arise from my participation in the Series, whether I participate with, in accordance with, or against the advice of my physician or any other physicians. I understand that if I am found to be physically injured or impaired during the Series, or if I test positive for drug use, it will lead to my disqualification from the Series and my ineligibility to compete for or win any prizes or awards.

XXI. I grant permission to the Producer to investigate, gather, and verify any background information pertaining to any statements I have made in connection with my application to be selected as a participant in the Series, including the FISHTANK Application, the Medical Request for medical records, this Applicant Agreement, any supporting documents, and any other written or oral statements made in connection therewith. Furthermore, I consent to the Producer accessing information about me from my current and former employers, associates, family members, friends, co-workers, managers, educational institutions, government agencies, credit reporting agencies, and any references I have provided, and I authorize such parties to provide such information. I release all such parties and persons from any liability related to or arising from any such investigation.

I specifically authorize the Producer to investigate my employment record, medical record, military service record, criminal record, credit and/or financial report(s), and any other relevant information, for the purpose of selecting participants in the Series. I understand that as part of my participation in the Series, I may be required to undergo medical testing for HIV and other sexually transmitted diseases. I understand that the results of such testing cannot be disclosed, even if the results are negative. However, it is still possible to contract HIV or other sexually transmitted diseases despite a negative test result.

I acknowledge and agree that engaging in sexual activity is not a requirement or expectation of the Series, and the Producer does not encourage any sexual activity among participants. If I choose to engage in sexual activity with any other participant or otherwise, I assume all risks associated with such activity, including the risk of becoming pregnant (if I am a woman) or contracting any type of sexually transmitted disease, including but not limited to HIV, AIDS, gonorrhea, herpes, pelvic inflammatory disease (PID), chlamydia, scabies (crabs), and genital warts. I acknowledge and understand that neither the Producer, the Network, nor any other party has represented to me that any other participant is free of HIV or any other sexually transmitted disease. The risk of contracting any such disease and all consequences of my engaging in any sexual activity are my own responsibility.

I also acknowledge and agree to assume the risk of exposure to COVID-19 or any similar contagious disease that I may contract while living in close proximity to other individuals under artificially controlled conditions under one roof. I agree to take reasonable precautions as necessary.

XXII. By participating in the Series, I acknowledge that any decision to engage in a romantic and/or sexual relationship with another participant is entirely of my own volition, and without any pressure or coercion from the Producer. I accept all associated risks that may arise from such a relationship, and hereby release, indemnify, discharge, and hold harmless the Producer, Network, and Released Parties (as defined herein) from any and all claims arising from such a relationship, including but not limited to claims related to emotional, physical, financial, or legal consequences.

XXIII. By submitting my application for participation in the Series, I authorize the Producer to conduct drug testing, medical, psychological, and physical examinations of me both before and during the production of the Series. I also authorize the individuals performing these examinations to disclose to the Producer and its representatives all information obtained during such examinations. Additionally, I acknowledge that the Producer may contact my physicians or medical professionals as part of these examinations, and that I may be required to obtain a medical examination from my own physician at my sole expense.

If requested by the Producer, I acknowledge and agree that the Producer may, at its sole discretion, add, remove, or replace participants, including if it determines that any participant is not mentally or physically fit to continue or if such participant tests positive for drug use. I also agree to inform the Producer of any physical, medical, or mental condition that might affect me or any other individuals (including, without limitation, Producer and other participants) at the location.

Any information obtained by the Producer may be used to evaluate my application to participate in the Series, to select participants for the Series, or for any other purposes designated by the Producer. If chosen as a participant and/or alternate, this information may be used, broadcasted, exhibited, distributed, advertised, publicized, promoted, or otherwise exploited by the Producer as part of the Series or otherwise, as the Producer determines in its sole discretion, without changing the generality of any release set forth herein.

I hereby release, indemnify, discharge, and hold harmless the Producer, Network, other Released Parties (as defined herein), and any doctor, physician's assistant, lab technicians, nurses, and/or medical or other personnel, hospitals, health maintenance organizations, clinics, and any organizations who administer, evaluate, or are otherwise involved in the aforementioned drug tests and medical, psychological, and/or physical examinations of me from any and all claims and liability relating to such examinations and tests and/or any adverse consequences or outcomes that may result from such examinations, tests, or Producer's use of the information obtained from them or my participation in the Series.

XXIV. I acknowledge and consent that any physical or mental assessments or sessions I may undergo with qualified healthcare professionals affiliated with the Series will not be subject to confidentiality between myself and said medical personnel. As a result, I hereby relinquish any physician-patient privilege that may arise with any healthcare provider, including psychologists, physicians, social workers, healthcare institutions, therapists or other entities, and waive any right to such privilege that I may have or that may result from my involvement in the participant selection process and/or the Series. I have also granted authorization for the release of any diagnoses, prognoses, medical information and/or opinions concerning me communicated to the Producer by psychologists or other medical or healthcare personnel. All information, whether transmitted electronically, verbally, written, or otherwise, discovered from any of the previously mentioned entities, I hereby release to the Producer. I will also execute a medical record release simultaneously and provide copies to any physician(s), psychologist(s), or healthcare provider(s). In addition, I agree to sign any further authorizations deemed necessary by the Producer or a healthcare professional to facilitate

the disclosure of such records and information.

## **DISCLOSURES, COVENANTS, REPRESENTATIONS AND WARRANTIES**

XXV. In the event of an emergency, I grant permission to the Producer to arrange for a healthcare provider to administer any necessary medical assistance to me. Additionally, I authorize any licensed physician, healthcare professional, or medical facility to provide medical, surgical, and hospitalization care, including the use of anesthetics, as prescribed by the aforementioned personnel, as deemed necessary or advisable. I also grant permission for any required care by paramedics in relation to the foregoing. I agree to execute a copy of the attached Emergency Medical Release, identified as Exhibit "C."

XXVI. I certify that I have attained the age of twenty-one (21) years or older.

XXVII. I affirm that I am a legal resident or citizen of the United States and that I currently lawfully reside within the state of \_\_\_\_\_.

XXVIII. To the best of my knowledge, neither I nor any member of my immediate family (i.e., spouse, spousal equivalent, mother, father, daughter, sister, brother, or any of the foregoing that would be considered a relative), nor any current member of my household is currently, nor have they been, an employee, officer, director, or agent of Network, its licensees, assigns, parents, affiliated or subsidiary companies, or any affiliated television station, or any television station or web channel that broadcasts the Series, since the date of my original application to become a participant on the Series. Furthermore, Producer, its licensees, assigns, parents, affiliated or subsidiary companies, or any other person or entity involved in the development, production, distribution, or other exploitation of the Series or any version or variation thereof are also not related to me. [If the above statement is not true, the following is a written explanation:]

XXIX. I I have no criminal record, except as follows (please describe the outcome of any legal incidents, including any convictions):

XXX. The only legal, administrative or disciplinary proceedings (initiated by public or private entities) in which I have been involved are as follows:

XXXI. Although it is possible that Producer may obtain insurance covering certain damages arising from my accidental death and/or disability, I understand that Producer is not obligated to do so, and I am advised to maintain my own accident and health insurance. Therefore, I acknowledge that I am solely responsible for maintaining insurance coverage for any bodily injury and/or personal property damage, as well as any short-term or long-term disability resulting from any injury, and for coverage in the event of my death. The following information represents my health insurance carrier and identification number,

as well as my health insurance carrier's address and phone number:

XXXII. My driver's license number and the state that issued my license are as follows:

XXXIII. I attest that I currently have a valid driver's license and have not incurred any driving or motor vehicle violations or infractions within the past five years, except as described below:

XXXIV. I acknowledge that my participation in the Series, if selected, does not constitute an employment agreement and is not bound by any union or guild collective bargaining agreement. This holds true regardless of my membership status in any union or guild, and I am not entitled to any wages, salary, corporate benefits, or other compensation under any such collective bargaining agreement or union. I understand that I will only be considered an employee for the purpose of workers' compensation, and that in the event of an accident and/or illness, my rights and remedies may be limited to those available under the applicable workers' compensation statutes.

XXXV. I acknowledge that Producer and/or Network may select participants for the Series based on their own discretion and criteria, including by considering input from the viewing public. Among other factors, Producer seeks participants who are physically and mentally strong, adaptable to new environments, and have unique lifestyles, backgrounds, and personalities. Although I may meet all eligibility requirements and selection criteria, Producer is not obligated to choose me as a participant. Producer may select and retain participants based on a variety of factors, including physical and mental abilities, pre-existing relationships, and other personality attributes. I understand that members of the public and others may be involved in the selection process, and Producer's decisions regarding participant selection are final, binding, and non-appealable.

I further acknowledge that even if I am selected, Producer and/or Network retains the right to remove or replace me as a participant in the Series, for any reason or no reason, at any time. I understand that Producer is not obligated to use or broadcast any footage or content related to my participation in the Series. Without limiting any release set forth herein, I release, indemnify, discharge, and hold harmless Producer, Network, and other Released Parties (as defined herein) from any claims or liability related to participant selection or any advantages or disadvantages that may arise from physical or mental capacity, personality attributes, pre-existing relationships, or any other factors.

XXXVI. I agree to promptly inform Producer if I have any pre-existing relationship with a participant or member of the production staff of the Series, whether as an acquaintance,

friend, or relative.

XXXVII. In the event that I perform or incorporate any music during my potential participation in the Series, I acknowledge that I am transferring all necessary rights, including synchronization rights, to Producer to use the Series and any related materials featuring such music, in perpetuity and in all forms of media, now known or later developed, throughout the universe. I hereby grant Producer a blanket synchronization license to use such music in or outside of the Series (including, without limitation, advertising) in perpetuity, in all media now known or hereafter devised, throughout the universe. I also represent and warrant that the use of such music will not infringe upon the rights of any third party. Furthermore, if I perform or sing any music that appears in a printable publication of the Series, I understand and agree that such music will be considered "Material," and that Producer will own all rights, including synchronization rights, in connection with such music, and I will take all necessary steps to ensure that Producer can fully exploit the Series inclusive of such music, in perpetuity and in all forms of media, now known or later developed, throughout the universe.

XXXVIII. If I exhibit in the Series or offer to Producer for display in the Series any pre-existing pictures, published works, photos, or other copyrightable materials, then I will have secured all the rights, clearances, and releases required for Producer and Network to exploit said rights in and in connection with the Series and promotional materials in and outside of the Series subject to Producer's rights hereunder, in perpetuity, in all media now known or hereafter devised, and throughout the universe, and I warrant and certify that the use of such materials in connection with the Series or otherwise will not infringe the rights of any third party for the purposes of clarification. Additionally, I agree that if I create any photographs, published works, materials, or other artistic or copyrightable materials during the Series, such works and/or materials are included in the definition of "Material," and that Producer shall possess all rights associated with such works and/or materials, including, without restriction, the rights required for Producer to exploit the Series including such works and/or materials, in perpetuity, in all media now known or that may be developed in the future, throughout the universe. However, all materials used by me in connection with the Series shall be subject to the approval of the Producer, notwithstanding the foregoing.

XXXIX. I hereby agree not to bring and shall not permit any of my associates, friends, family, or acquaintances to bring any illegal substances, weapons, or other prohibited items to the filming location, and I shall not partake in and shall not permit any of the aforementioned individuals to participate in any weapons use, drug use, or any other unlawful activities while on the filming location. For the purposes of this paragraph, the term "filming location" shall encompass any lodging provided by the Producer or its agents in connection with my appearance in the Series at any time, whether prior to, during, or following the production of the Series. Additionally, I affirm that I shall not partake in any illegal drug use during my participation in the Series. I acknowledge and concur that the Producer may conduct a search of my person and any baggage, belongings, or other items I may bring to the filming location in order to ensure that I am abiding by the aforementioned rules.

- XL. During my participation in the Series, I am prohibited from wearing any unsanctioned clothing, including but not limited to apparel with visible logos or brands that have not been approved by the Producer, or clothing that is excessively revealing, suggestive, or exposing genitalia.
- XLI. During the Series, and in connection with my appearance on the Series, I will not promote or advertise any commercial product, service, venture, or entity, including my employer's name. I confirm that I have not received or agreed to receive any form of payment or valuable consideration (including a share of any prizes) in connection with my appearance on the Series, nor have I authorized anyone, or will I authorize anyone, to do so on my behalf. I understand that accepting any money or valuable consideration in exchange for mentioning or featuring any person or thing on the Series without disclosing it to the Network or other participants of the Series is considered valuable consideration, and may result in legal consequences. Unauthorized copying or reproduction of the Series broadcast is a federal offense punishable by fine or imprisonment. I agree to immediately inform the Producer if anyone attempts to induce me to make any such product mention or placement or to offer any such payment or consideration.
- XLII. I understand that it is illegal and can result in fines and imprisonment for anyone to engage in activities that manipulate the outcome of the Series with the intention of deceiving the public or colluding to share any prizes, stipends, or money. Additionally, it is illegal to receive or share confidential information related to the Series. I agree that I will not engage in any such activities or any other deceptive or dishonest behavior related to the Series. I acknowledge that any agreement between me and any other participant(s), even if it results in my receiving an award, shall be considered a deceptive or dishonest act. If anyone tries to induce me to engage in such behavior, I will immediately inform the Producer. Furthermore, I understand and agree that I cannot participate in any gambling or game of chance that is based on information or observations I may have gained through my participation in the Series, whether directly or indirectly. I acknowledge that any violation of this provision may result in the termination of my participation in the Series, and the withholding of any prizes, stipends, or money that I may have already received, earned, or been granted.
- XLIII. I am responsible for paying all state and federal or other taxes on any prizes that I win, including, but not limited to, cash, goods, services, merchandise, travel, lodging, and/or tickets or access to events. Producer may withhold or require payment of any such taxes before delivery of any prizes or award. If I am given a choice among prizes, I must choose from those offered by Producer, subject to the terms and conditions upon which they are offered by Producer. However, if I win any prize on the Series, Producer has the right in its sole discretion to provide me with a prize of comparable value or a cash amount equal to the fair market value of the prize I won, as determined by Producer in its sole discretion. If I refuse to accept any prize, it will constitute a forfeiture of that prize, and I shall release the Released Parties (as defined below) of all obligations in connection with such prize.

- XLIV. I agree not to publicize or disclose my receipt of any prize. I shall not collaborate, or make any agreements in public or in private with any other participant or any relative or representative of any other participant.
- XLV. I understand that any attempt to assign, transfer, or make any agreement in violation of the previous sentence will be invalid and without effect. I acknowledge that the Producer has the right (i) to revoke or not award me any prize or (ii) to prevent the fulfillment or execution of any such agreement or promise and that I will be liable for all expenses (including, but not limited to, attorneys' fees) incurred by Producer in the event Producer decides to seek an injunction against the fulfillment or execution of any such agreement or promise. Before the delivery of any prize, I may not transfer any prize that I win or am awarded to another person or entity. I understand that the awarding of any prize (if any) in connection with the Series may be subject to the Series' broadcast and may be awarded only after the final episode of the Series has been broadcasted, in the Producer's sole discretion.
- XLVI. The decision to broadcast or otherwise use or exploit the Series, the Material, or any part thereof, is solely at the discretion of the Producer. I understand that any travel I undertake in order to participate in the Series shall be at my own expense, except for travel that is provided by the Producer. I acknowledge and accept all risks associated with such travel.
- XLVII. I understand that Producer may, in its sole discretion, delay, suspend, terminate, or abandon the production of the Series at any time and for any reason, including events beyond its control. Such events include, but are not limited to, fire, flood, epidemic, earthquake, explosion, accident, act of God, act of public enemy, act of government, including any governmental order, regulation, or order of any court of competent jurisdiction, illness or incapacity of a member of the cast or director, lockout, strike or other labor dispute, riot or civil commotion, war (whether declared or undeclared), acts of terrorism, enactment, rule, or order or act of government or governmental instrumentality (whether federal, state, or local), or any other cause of similar or different nature beyond Producer's control (all of which events are referred to herein as "force majeure events").

In the event of any such force majeure event, Producer may terminate this Applicant Agreement without further obligations, or may suspend the terms and operation of this Applicant Agreement for a period equal to the duration of the force majeure event. If the production of the Series is abandoned or terminated for any reason, Producer shall not be obligated to award any prize to any participant, and I understand that, in such event, I will forfeit my chance to win or be awarded the Prize or any other prize, without limiting the generality of any release set forth herein. I hereby release, indemnify, discharge, and hold Producer and Network, and the other Released Parties (as defined herein), harmless from any and all claims and liability in any way relating to Producer's failure to award any prize as a result of the delay, suspension, termination, or abandonment of the production of the Series.

XLVIII. Regarding any documents I sign related to my participation in the Series (if any), including this Applicant Agreement, I hereby waive any rights I may have under any laws of any jurisdiction that require or suggest that the interpretation of the document or agreement, or the resolution of any ambiguities contained therein, should be resolved against the party who drafted the document or agreement.

### **CONFIDENTIALITY AND LIFE STORY RIGHTS**

XLIX. (a) I acknowledge that my participation in the Series is solely for the purpose of being a participant, and I understand that I am not allowed to publicize, advertise or promote my involvement in the Series or receive any financial benefit from it, except as explicitly stated in this agreement or authorized by the Producer and Network. Additionally, I agree to keep any information or trade secrets I obtain during my participation in the Series, including information about staged or contrived events or the outcome of the Series, confidential and not disclose it to any third party for a period of three (3) years from the date of this Applicant Agreement until three (3) years after the last episode of the Series as a whole (distinct from the Episode Cycle in which I may participate as a participant or alternate). I understand that any disclosure of confidential information before the applicable episode has aired will cause irreparable harm to the Producer and Network.

In light of the above, I confirm that any Confidential Information, which includes information regarding events portrayed in any particular episode, any events occurring in or around the FISHTANK, the elimination of participants, and the selection of any winner, will be kept in strict confidence and not disclosed by me to any third party. Furthermore, I will not prepare or assist in the preparation of any written work, audio work, visual work, or audio-visual work that relates to my appearance on the Series or any application to appear on the Series. During the Exclusive Period (as defined in paragraph 2 of this Applicant Agreement and as it may be extended by the Option described in paragraph 2), I agree to organize and sanction all media contact regarding the Series or any participation in the Series with the press officer of the Producer or Network in connection with the Series or a duly authorized representative of the Producer or Network.

I acknowledge and agree that I have already executed a confidentiality agreement with the Producer in connection with my application and possible participation in the Series, and all the terms and conditions in that agreement will be incorporated into this Applicant Agreement by reference. I understand that any breach of confidentiality by me will be considered a material breach of this Applicant Agreement, which will cause irreparable harm to the Producer and/or Network and result in significant damages, including but not limited to affecting the Series experience for the participants, eliminating the surprise, tension, and meaning of the Series for the viewing public, adversely affecting television ratings or social media ratings of the Series, and/or putting the Producer and/or Network in breach of their agreements with third parties. Given that the amount of such damages would be difficult or impossible to determine in a court of law, I and the parties have agreed that the amount of liquidated damages will be in excess of US \$5,000,000.00 and include reasonable attorneys' fees.

Therefore, I acknowledge and agree that if I breach my confidentiality obligations as outlined in this paragraph, I shall pay to the Producer and/or Network the sum of US \$5,000,000.00 as liquidated damages, which amount is not a penalty but rather the parties' attempt to estimate the fair and average compensation for the harm that Producer and/or Network will suffer as a result of my disclosure.

I fully acknowledge and agree that this provision for liquidated damages is necessary due to the significant damages that the Producer and Network will suffer in the event of a violation of this paragraph. It is impractical to calculate or determine the exact amount of damages with certainty, and I understand that if a judgment is entered against me, the Producer and/or Network may take all necessary measures to enforce it, including but not limited to: (i) garnishing my wages or placing a lien on any real property that I own, (ii) requiring the return or recovery of the value of any prize received or to be received in connection with the Series, and (iii) recovering or disgorging any monies or other consideration received in connection with such disclosure, if any. I acknowledge that, notwithstanding the Liquidated Damages outlined herein, the damages or any monetary compensation will not be adequate to prevent or compensate the Producer and/or Network for the unauthorized use or disclosure of the Confidential Information. I agree that injunctive or other equitable relief would be appropriate to prevent any improper actual or threatened use or disclosure of the Confidential Information or any other breach of this Applicant Agreement.

(b) I agree to follow all of the Producer's and/or Network's security procedures, including maintaining the confidentiality of all Confidential Information and all Series information and materials (whether confidential or not). I further agree that I will use my best efforts to maintain the confidentiality and secrecy of all Confidential Information and Series information and materials that come into my possession or of which I become aware.

(c) The obligations of confidentiality outlined in this paragraph will continue to be in effect regardless of whether or not I am selected to participate in the Series. These obligations shall continue during and after my participation in the participant selection and (if I am selected as a participant) my participation in the Series. These obligations will continue regardless of whether an episode of the Series has been broadcast, which may include some or all of the Confidential Information. I agree that any Confidential Information of which I become aware will only be used for the express and exclusive purposes for which the Producer has instructed me to use the Confidential Information.

(d) I understand and agree that the issuance of all publicity, press releases, and press conferences related to the Series is solely under the control of the Network and Producer. I agree not to participate in any publicity, press releases, or press conferences, or to communicate with the press directly or indirectly in any respect in connection with the Series without the express consent of an authorized representative of Network or Producer. Without limiting the generality of any confidentiality obligations contained herein, I also agree not to sell any life rights or stories to any third party to the extent that they relate to or include any Confidential Information concerning the Series. I further agree not to participate in any manner in the preparation, production, or drafting of any written work, any audio work, visual work, or audio-visual work of other materials produced by third parties that depicts, concerns, or relates to the Sales in any way, including, without limitation, books, magazine

articles, newspaper articles, television shows, Internet websites, and any other form of media without the express prior written consent of an authorized representative of Network and/or Producer.

(e) Upon the expiration or termination of my application process for the Series, and if selected, upon the termination of my participation in the Series (or earlier at the request of the Producer and/or Network), I will promptly deliver to the Producer and/or Network all materials in my possession containing any Confidential Information and all other property belonging to the Producer and/or Network.

- L. By participating in the Series, I irrevocably grant the Producer exclusive and perpetual rights to depict, portray and represent my life, including all events, incidents, situations and experiences associated with my life, whether they have occurred, are occurring or will occur in the future. These rights extend to the use of my life story and material in various forms of media, including theatrical motion pictures, television programs, stage presentations, online forms of exploitation, mobile and wireless programming, radio, print productions, books, and other print publications. The Producer is also granted the right to exercise all subsidiary, allied and ancillary rights in the Productions, including but not limited to, remake, sequel, theatrical, television, radio, publishing, merchandising, and soundtrack album rights.

The Producer may depict and portray my life story either accurately or make necessary and desirable modifications as determined by the Producer, including fictionalization or dramatization, and for the purpose of achieving a humorous or satirical effect, by means of actors who may or may not resemble me. I hereby grant the Producer the perpetual and worldwide right to use my name, likeness (actual or simulated), photograph, caricature, voice and biographical material in connection with the production, exhibition, advertising, publicity, promotion, merchandising, and other exploitation of any and all Productions, and all rights therein.

- LI. I acknowledge and agree that, without any cost to the Producer, I am responsible for obtaining releases from all members of my immediate family. This shall include, but not be limited to, my spouse (including a spousal equivalent or life partner), mother (including stepmothers), father (including stepfathers), girlfriends, boyfriends, other relatives, brothers, roommates, or any other person who resides in my home on a regular basis, or during the period of production of the Series, who may appear on camera or whom I may mention while on camera. Additionally, I agree to use my best efforts to obtain a general release, in the form of Exhibit "E" attached hereto, from any other person designated by the Producer as necessary or desirable.

### **RELEASE AND INDEMNITY**

- LII. AS SET FORTH IN THIS AGREEMENT FOR APPLICANTS, THE TERM "PARTIES RELEASING" PERTAINS TO AND INCLUDES ME, MY SUCCESSORS, HEIRS, NEXT OF KIN, SPOUSE (OR EQUIVALENT PARTNER OR LIFE PARTNER), ADMINISTRATORS, LEGAL REPRESENTATIVES, CONTRIBUTORS, AND ASSIGNS.

- LIII. FOR THE PURPOSES OF THIS APPLICANT AGREEMENT, THE TERM "RELEASED PARTIES" SHALL REFER TO PRODUCERS, NETWORKS, INTERNET CHANNELS, SOCIAL MEDIA PLATFORMS, OR ANY OTHER ENTITIES INVOLVED IN THE DISTRIBUTION OF THE SERIES, AS WELL AS THE SERIES' SPONSORS. THIS TERM SHALL ALSO ENCOMPASS THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS, AS WELL AS ALL CURRENT AND FORMER DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, SHAREHOLDERS, REPRESENTATIVES, AND MEMBERS. FINALLY, THIS TERM SHALL INCLUDE THE HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, LEGAL REPRESENTATIVES, REALTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS OF ALL PREVIOUSLY MENTIONED ENTITIES.
- LIV. THE UNDERSIGNED RELEASING PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY AGREE THAT NEITHER THEY NOR I WILL PURSUE LEGAL ACTION OR MAKE CLAIMS AGAINST THE RELEASED PARTIES, OTHER PARTICIPANTS IN THE SERIES, OR ANY OF THEIR HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FOR ANY DAMAGE, LOSS, HARM, ILLNESS, INJURY, OR DEATH THAT MAY BE SUSTAINED BY ME OR MY PROPERTY, INCLUDING ANY SEXUALLY TRANSMITTED DISEASE, ARISING OUT OF OR IN CONNECTION WITH MY APPLICATION OR PARTICIPATION IN THE SERIES OR RELATED ACTIVITIES. SUCH DAMAGES MAY OCCUR BEFORE, DURING, OR AFTER MY ACTUAL INVOLVEMENT IN THE SERIES AND MAY BE CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE, OR INCITEMENT BY ANY PARTY, INCLUDING THE RELEASED PARTIES OR OTHER PARTICIPANTS IN THE SERIES.
- LV. I AND THE OTHER RELEASING PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASE AND FOREVER DISCHARGE EACH OF THE RELEASED PARTIES AND THE OTHER PARTICIPANTS IN THE SERIES, AS WELL AS EACH OF THEIR RESPECTIVE HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, AGREEMENTS, CONTRACTS, ACTIONS, SUITS, COSTS, ATTORNEYS' FEES, DAMAGES, JUDGMENTS, ORDERS AND LIABILITIES OF ANY KIND OR NATURE IN LAW, HERE OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND WHETHER OR NOT CONCEALED OR HIDDEN (COLLECTIVELY, "RELEASED CLAIMS") ARISING OUT OF OR IN CONNECTION WITH APPLICATION OR PREPARATION FOR, PARTICIPATION AND APPEARANCE IN OR ELIMINATION FROM SERIES OR ACTIVITIES ASSOCIATED WITH THE SERIES (INCLUDING, WITHOUT LIMITATION, MY PREPARATION FOR THE SERIES AND ANY TRAVEL I MAY UNDERTAKE IN CONNECTION WITH THE SERIES), WHETHER OCCURRING BEFORE, DURING OR AFTER MY ACTUAL PARTICIPATION IN THE SERIES, OR PRODUCER'S PRODUCTION AND EXPLOITATION OF THE SERIES, OR

PRODUCER'S EXERCISE OF ANY RIGHTS GRANTED BY ME IN THIS APPLICANT AGREEMENT. THESE RELEASED CLAIMS INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS FOR ANY INJURY, ILLNESS, DAMAGE, LOSS OR HARM TO ME OR MY PROPERTY, OR MY DEATH, OR ANY INJURY, ILLNESS, DISEASE (INCLUDING, WITHOUT LIMITATION, ANY SEXUALLY TRANSMITTED DISEASE), DAMAGE, LOSS OR HARM TO ANY RELEASING PARTIES OR ANY THIRD PARTIES OR ANY OF THEIR PROPERTY, OR THE DEATH OF ANY RELEASING PARTIES OR ANY THIRD PARTIES. THE RELEASED CLAIMS SHALL ALSO INCLUDE, BUT NOT BE LIMITED TO, THOSE BASED ON NEGLIGENCE OR GROSS NEGLIGENCE OF, OR INCITEMENT BY, ANY OF THE RELEASED PARTIES OR ANY OF THE OTHER PARTICIPANTS IN THE SERIES, WRONGFUL DEATH, PERSONAL INJURY, INFLICTION OF EMOTIONAL DISTRESS (BOTH NEGLIGENT AND INTENTIONAL), PRODUCTS LIABILITY, BREACH OF CONTRACT, FRAUD, FRAUDULENT INDUCEMENT, FRAUDULENT CONCEALMENT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED UNDER APPLICABLE LAWS, LIBEL, SLANDER, DEFAMATION, FALSE LIGHT, INVASION OF PRIVACY, VIOLATION OF THE RIGHT OF PUBLICITY OR PERSONALITY, INFRINGEMENT OF COPYRIGHT, LOSS OF EARNINGS OR POTENTIAL EARNINGS, KIDNAPPING, FALSE IMPRISONMENT, AND THOSE BASED ON MY DISSATISFACTION WITH OR MY POSSESSION OR USE OF ANY PRIZE.

LVI. I, along with the other parties releasing me, acknowledge the possibility of discovering unknown facts or claims after signing this Applicant Agreement, which if known at the time, could have affected my decision to execute this Agreement. We acknowledge that by signing this Agreement and the release in the preceding paragraphs, we are assuming any risk associated with such unknown facts or claims. We have also been advised of the Rhode Island General Laws, which state that a general release does not extend to claims that the creditor did not know or suspect to exist at the time of signing, which if known, would have affected the settlement with the debtor.

Despite the aforementioned provisions, we willingly and voluntarily agree that this release constitutes a full release in accordance with its terms, and that we want the provisions of Section 1541 and any other state laws with similar effect to apply to any jurisdiction throughout the world. We acknowledge that this waiver is an essential and material term of this release. It is our understanding and agreement that the release detailed herein releases myself and the other parties releasing me of all claims, whether known or unknown, regarding or relating to the Series. We hereby represent that we have been advised by our legal counsel (or have had the opportunity to be advised and chose not to seek such counsel), and we understand and acknowledge the significance and consequence of this release and the specific waiver of Section 1542 and other such laws.

LVII. I, TOGETHER WITH OTHER PARTIES RELEASING HEREBY, UNCONDITIONALLY AGREE TO EXONERATE, PROTECT, REIMBURSE, AND ABSOLVE EACH OF THE RELEASED PARTIES FROM ANY CLAIMS ASSERTED BY ANYONE ARISING FROM OR IN CONNECTION WITH (a) MY BREACH OR ALLEGED VIOLATION OF ANY AGREEMENT, COMMITMENT, REPRESENTATION, OR WARRANTY STATED IN THIS APPLICANT

AGREEMENT AND/OR (b) MY TRAVEL IN CONNECTION WITH, AND PREPARATION FOR, MY PARTICIPATION AND APPEARANCE OR ELIMINATION FROM THE SERIES OR THE ACTIVITIES CONNECTED WITH THE SERIES, WHETHER OCCURRING BEFORE, DURING OR AFTER MY PARTICIPATION IN THE SERIES, INCLUDING, BUT NOT LIMITED TO, ANY INJURY, ILLNESS, DAMAGE, LOSS, HARM OR DEATH SUFFERED BY MYSELF, ANY RELEASING PARTIES, OR ANY THIRD PARTIES RESULTING FROM THE SERIES AND ANY STATEMENT, ACTION, OR FAILURE TO ACT OF MINE DURING OR IN CONNECTION WITH THE SERIES OR RESULTING DIRECTLY OR INDIRECTLY FROM THE SERIES (WHETHER BEFORE, DURING OR AFTER MY PARTICIPATION IN THE SERIES), AND MY UTILIZATION OR OWNERSHIP OF ANY PRIZE.

### **THIRD PARTY BENEFICIARY**

LVIII. I acknowledge and consent that the Network is a beneficiary of this Applicant Agreement as a third party, and I understand and agree that fulfilling any duties under this Applicant Agreement is intended to provide advantages to the Network..

### **MISCELLANEOUS**

LIX. I will refrain from using Producer's or Network's trade names, logos, trademarks, or other branding elements (including, but not limited to, the Series' title), as well as those of any related companies of Producer and/or Network, in any media or other appearances, advertising, promotion, publicity, merchandising, or other promotional products.

LX. I agree not to utilize any knowledge gained, either directly or indirectly, from my participation in the Series for any type of gambling activity or game of chance.

LXI. The contents of this agreement do not imply or create any employment relationship, partnership, or joint venture between Producer and myself, and I shall not be considered as Producer's representative in any aspect of the Series.

LXII. I acknowledge that any waiver of a term in this Applicant Agreement for a specific instance shall not constitute a waiver of that term for the future. Furthermore, I agree that the invalidity or unenforceability of any part of this Applicant Agreement shall not impact the validity or enforceability of the remaining terms.

LXIII. I recognize that no other party, or any representative or lawyer of any other party, has made any express or implied promise, representation, or warranty whatsoever outside of this document regarding the subject matter herein to encourage me to sign this agreement, and I acknowledge that I have not signed this document based on any such promise, representation, or warranty not included herein.

- LXIV. This Applicant Agreement shall be binding upon and shall inure to the benefit of the Parties herein, as well as the Released Parties and each of their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. This Applicant Agreement is personal to me and cannot be assigned by me. Any third-party assignment by me shall be considered null and void ab initio. Producer, Network, and other Released Parties may freely assign this Applicant Agreement and any rights and obligations under it to any subsequent assignees thereof (as applicable).
- LXV. I hereby agree to execute and deliver to Producer any other documents that are consistent with this agreement and that Producer deems necessary or desirable to evidence, effectuate, and enforce the terms and conditions of this Applicant Agreement. In the event that I fail or refuse to execute and deliver any such documents promptly after Producer's written request, I hereby appoint Producer as my true and lawful attorney-in-fact to execute and deliver such documents on my behalf. This appointment shall be deemed a power coupled with a right and is irrevocable under any and all circumstances.
- LXVI. If any provision of this agreement is deemed invalid, either in full or in part, it shall not impact the validity or enforceability of any other provision within this agreement, or of that provision to the extent that it is not invalid or unenforceable. The headings included in this Applicant Agreement are provided solely for reference and convenience, and are not intended to form part of, or impact the interpretation of, this Applicant Agreement.

#### **CHOICE OF LAW**

- LXVII. THIS APPLICANT AGREEMENT SHALL BE CONSIDERED AS EXECUTED IN PROVIDENCE COUNTY, RHODE ISLAND, AND SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND APPLICABLE TO AGREEMENTS EXECUTED AND PERFORMED ENTIRELY WITHIN SAID STATE. EXCEPT FOR THE ARBITRATION PROVISION BELOW, ANY LITIGATION, ACTION OR PROCEEDING PERTAINING TO THIS APPLICANT AGREEMENT OR MY PARTICIPATION OR APPEARANCE IN THE SERIES SHALL ONLY BE INITIATED IN PROVIDENCE COUNTY, RHODE ISLAND, AND BY AGREEING HERETO, I HEREBY CONSENT THAT THE COURTS IN PROVIDENCE COUNTY, RHODE ISLAND SHALL HAVE EXCLUSIVE JURISDICTION OVER ME AND THE SUBJECT MATTER OF SUCH PROCEEDING.
- LXVIII. THE PRODUCER, NETWORK, AND I ACKNOWLEDGE THAT ANY DISPUTES OR CONTROVERSIES ARISING UNDER THIS APPLICANT AGREEMENT OR ANY OF ITS PROVISIONS, OR ANY EFFORT BY ANY PARTY TO ENFORCE, INTERPRET, CONSTRUE, RESCIND, TERMINATE OR ANNUL THIS APPLICANT AGREEMENT, SHALL BE RESOLVED THROUGH BINDING ARBITRATION USING THE FOLLOWING PROCEDURE: EITHER (I) I AND PRODUCER/NETWORK SHALL JOINTLY SELECT AN ARBITRATOR WHO IS A RETIRED JUDGE OF A STATE OR FEDERAL COURT; OR (II) IF WE ARE UNABLE TO AGREE ON AN ARBITRATOR, EACH PARTY SHALL SELECT ONE ARBITRATOR WHO MUST BOTH BE RETIRED JUDGES OF STATE OR

FEDERAL COURTS, AND THOSE TWO ARBITRATORS WILL THEN SELECT A THIRD ARBITRATOR, WHO MUST ALSO BE A RETIRED JUDGE OF A STATE OR FEDERAL COURT. ALL ARBITRATION PROCEEDINGS WILL BE CONDUCTED UNDER THE AUSPICES OF THE AMERICAN ARBITRATION ASSOCIATION, PURSUANT TO ITS COMMERCIAL ARBITRATION RULES, THROUGH ITS PAWTUCKET, RHODE ISLAND OFFICE.

PRODUCER, NETWORK AND I HEREBY AGREE THAT THE DECISION OF THE ARBITRATOR, OR ARBITRATORS, IF APPLICABLE, SHALL BE FINAL AND BINDING, AND MAY NOT BE APPEALED OR CHALLENGED. WE FURTHER AGREE THAT ALL ARBITRATION PROCEEDINGS, INCLUDING TESTIMONY, DOCUMENTS FILED, AND DISCOVERY, AS WELL AS THE FACT THAT ARBITRATION IS TAKING PLACE, SHALL BE TREATED AS CONFIDENTIAL AND NOT DISCLOSED TO ANY THIRD PARTY, EXCEPT FOR THE ARBITRATOR(S) AND THEIR STAFF, OUR RESPECTIVE ATTORNEYS AND THEIR STAFF, AND ANY EXPERTS RETAINED BY US. WE AGREE THAT THIS PARAGRAPH AND THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION DO NOT PRECLUDE PRODUCER AND/OR NETWORK FROM OBTAINING EMERGENCY RELIEF OUTSIDE OF ARBITRATION, WITHOUT HAVING TO POST A BOND, INCLUDING EQUITABLE AND/OR INJUNCTIVE RELIEF, PENDING THE ARBITRATOR'S OR ARBITRATORS' FINAL DECISION.

#### **REMEDIES**

LXIX. NOTWITHSTANDING ANY OTHER PROVISION IN THIS APPLICANT AGREEMENT, MY SOLE REMEDIES FOR ANY BREACH OF THIS AGREEMENT BY PRODUCER OR OTHERS WILL BE LIMITED TO DAMAGES, AND I WILL NOT BE ENTITLED TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. I UNDERSTAND AND AGREE THAT A BREACH BY ANY OF MY IMMEDIATE FAMILY MEMBERS, SPOUSE, SIGNIFICANT OTHER, OR ANYONE ELSE SIGNING ANY AGREEMENT IN CONNECTION WITH MY POSSIBLE PARTICIPATION IN THE SERIES (COLLECTIVELY, "MY IMMEDIATE FAMILY MEMBERS"), INCLUDING THE IMMEDIATE FAMILY MEMBER RELEASE, WILL CONSTITUTE A BREACH BY ME OF THIS AGREEMENT, AND PRODUCER WILL BE ENTITLED TO ALL RIGHTS AND REMEDIES SET FORTH IN THIS AGREEMENT AND ANY OTHER AGREEMENTS SIGNED BY MY IMMEDIATE FAMILY MEMBERS. I ACKNOWLEDGE THAT A BREACH BY ME OR MY IMMEDIATE FAMILY MEMBERS OF ANY AGREEMENT ENTERED INTO IN CONNECTION WITH MY POSSIBLE PARTICIPATION IN THE SERIES WOULD CAUSE IRREPARABLE HARM AND DAMAGE TO PRODUCER AND NETWORK THAT CANNOT BE ADEQUATELY COMPENSATED BY DAMAGES IN AN ACTION AT LAW. THEREFORE, NOTWITHSTANDING THE ARBITRATION PROVISIONS ABOVE, I EXPRESSLY AGREE THAT PRODUCER AND NETWORK SHALL BE ENTITLED TO SEEK INJUNCTIVE AND OTHER EQUITABLE RELIEF WITHOUT POSTING ANY BOND TO PREVENT OR CURE ANY BREACH OR THREATENED BREACH OF THIS AGREEMENT BY ME OR MY IMMEDIATE FAMILY MEMBERS.

## INTEGRATION - ENTIRE AGREEMENT

LXX. MY SUBMISSION FOR THE SERIES. THE INTERVIEW AGREEMENT, THIS APPLICANT AGREEMENT, THE ANNEXES AND ENCLOSURES HEREIN AND ANY OTHER PAPERWORK I HAVE EXECUTED AND DELIVERED TO PRODUCER IN RELATION TO THE SERIES REPRESENT THE COMPLETE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREIN, AND OVERRIDE AND REPLACE ALL PRIOR DISCUSSIONS, PROPOSED AGREEMENTS AND CONTRACTS, WRITTEN AND/OR ORAL, CONCERNING SUCH MATTER, AND MAY ONLY BE AMENDED OR TERMINATED THROUGH A WRITING SIGNED BY THE PARTIES HERETO; HOWEVER, THIS APPLICANT AGREEMENT DOES NOT INTEND TO, AND SHALL NOT, NULLIFY, UNDERCUT OR DISCREDIT IN ANY WAY ANY WRITTEN WARRANTIES, REPRESENTATIONS, RELEASES OR AGREEMENTS THAT I HAVE PREVIOUSLY MADE TO PRODUCER.

LXXI. I have had sufficient opportunity to peruse and have perused this entire agreement with care. I affirm and guarantee that I possess the complete right, authority, and power to give my consent in this Applicant Agreement. I verify that I have conducted such an inquiry into the relevant facts concerning this Applicant Agreement and all connected matters as I have deemed appropriate, that I fully comprehend the contents of this Applicant Agreement, that I am mentally sound, and that I intend to be legally bound by this Applicant Agreement. I am cognizant that this Applicant Agreement constitutes, among other things, a release of liability for future occurrences and a pact between myself and Producer and/or its linked organizations, and that I am signing this Applicant Agreement of my own volition.

All declarations made by me, and all information and/or material provided by me in relation to this Applicant Agreement Package and any associated exhibits or attachments or related documents thereto (collectively referred to as the "Applicant Agreement Package"), are accurate. All statements made by me in this Applicant Agreement, as well as all information and/or material provided by me regarding my application in general or the Interview Agreement Package, including the Interview Agreement, the Patient's Personal Statement, Medical Examiner's Report, Authorizations for Release of Medical Information, Authorization and Release for the Procurement of a Background Investigation, and Background Investigation Questionnaire previously submitted by me, are truthful and represent my actual or future representations to Producer and/or Network as part of, or after, the application process, or, to the extent that I lack firsthand knowledge as to the veracity of any particular representation, that particular representation is accurate to the best of my knowledge.

I comprehend that if Producer or its representatives or any other entity discovers or determines, in its sole discretion, that I or any other individual associated with me provided a false or misleading statement as part of my application in general or the Interview Agreement Package or the Applicant Agreement Package or any exhibits, attachments, or enclosures to any of those packages, Producer has the right, but not the obligation, to disqualify me as a participant or alternate for the Series, or to remove me from the Series if I have already been chosen as a participant or alternate. I also

understand and agree that the representations and understandings in this paragraph do not impose or imply any limitations on Producers concurrently existing right to reject me as a participant or to remove me as a participant or an alternate for any other reason whatsoever at any time. The name given below is my legal name. Any other name(s) or alias(es) used by me within the past ten years are also noted below. The social security number furnished is my true social security number. I affirm and guarantee that I have reviewed this document with my own legal counsel prior to signing (or, in the alternative, although I have been given a reasonable opportunity to discuss this Applicant Agreement with counsel of my choice, I have voluntarily and on my own accord declined such opportunity).

LXXII. I acknowledge and agree that any violation or breach of the aforementioned provisions may result in my disqualification from the competition, removal from the Series, and declaration of my ineligibility to win any prizes or awards, at the sole discretion of the Producer.

LXXIII. I certify and affirm that all information I have provided to the Producer in this Applicant Agreement is genuine, accurate and true, and that I have (or will provide simultaneously) a clear photocopy of my valid driver's license, passport, or other government-issued photo identification acceptable to the Producer, for verification and record-keeping purposes.

**BIGG TOPP PRODUCTIONZ, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPLICANT:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Date: \_\_\_\_\_

PLEASE PROVIDE A LIST OF ALL PRIOR NAMES, INCLUDING ANY ALIASES OR PROFESSIONAL/STAGE NAMES, IN THE SPACE PROVIDED BELOW.

NOTE: IT IS IMPORTANT THAT YOU KEEP US INFORMED IN WRITING OF ANY CHANGES TO YOUR CURRENT ADDRESS OR TELEPHONE NUMBER.