

The following shall constitute an Agreement effective from the date of signature ("**Acceptance Date**").

These terms ("Terms") govern the submittor's ("Licensor") irrevocable grant to Evelyn, FZE, its successors, affiliates, licensees and assigns (collectively, "**TopRange**", "Us") of the Licensed Rights (defined below) with respect to all or any part of the audiovisual work(s) submitted or provided by Licensor to TopRange, including without limitation all intellectual property, images, identifiable characters and/or individuals, music, sounds, signage, statements, or other trademarks and logos, and all other rights depicted or contained therein (the "Images"). ALL IMAGES BECOME THE SOLE PROPERTY OF TOPRANGE. YOU ACKNOWLEDGE THAT YOUR SIGNATURE OF THIS AGREEMENT CONSTITUTES YOUR AGREEMENT AND INTENT TO BE LEGALLY BOUND BY THE TERMS HEREIN.

BY PROVIDING and/or SUBMITTING AN IMAGE, LICENSOR ACKNOWLEDGES THAT HIS/HER CONTENT MAY BE POSTED ON TOPRANGE'S WEBSITES AND OTHER INTERNET CHANNELS, USED IN TOPRANGE'S PROGRAMMING, LICENSED/ASSIGNED TO OTHERS, OR USED AS OTHERWISE PROVIDED BY TOPRANGE, IN TOPRANGE'S SOLE DISCRETION, REGARDLESS OF LICENSOR'S ELIGIBILITY FOR PAYMENTS FROM TOPRANGE OR REGARDLESS OF LICENSOR'S ELIGIBILITY FOR PROVISION OF THE CONTENT OR SUBMISSION. LICENSOR AGREES THAT, IN THE EVENT OF AN INELIGIBILITY FOR PAYMENTS FROM TOPRANGE, OR SUBMISSION OR INELIGIBILITY FOR PROVISION OF THE IMAGES, THE OPPORTUNITY FOR THE VIDEO TO RECEIVE PUBLICITY IS THE SOLE AND SUFFICIENT CONSIDERATION DUE TO LICENSOR AND THAT THE EXCLUSIVE LICENSE GRANTED BY LICENSOR HEREIN SHALL BE AND REMAIN VALID AND IRREVOCABLE.

1. Licensed Rights. Licensor grants TopRange the exclusive, unlimited right to use, refrain from using, change, alter, edit, modify, add to, subtract from and rearrange the Images and to exhibit, distribute, broadcast, reproduce, license others to reproduce and distribute, advertise, promote, publish and otherwise exploit the Images by any and all methods or means, whether now known or hereafter devised, in any manner and in any and all media throughout the world, in perpetuity, for any purpose whatsoever as TopRange in its sole discretion may determine (the "Licensed Rights"), including for the purpose of marketing, advertising, and promotion of the Images and TopRange ("Promotional Use"). Licensor furthermore does hereby irrevocably appoint TopRange as its attorney-in-fact to take any such action as may from time to time be necessary to effect, transfer, or assign the rights granted to TopRange herein, including without limitation copyright-related actions, and assigns to TopRange the right to prosecute any and all claims from the past, present, and future use of the Images by unauthorized third parties. In addition, Licensor grants TopRange the exclusive right and permission to record, copy, reproduce, adapt, modify, summarize, copyright, photograph, film license, vend, rent, distribute, televise, publish, exhibit, disseminate, display, perform and otherwise exploit in any and all markets and media (collectively, "use") Licensor's appearance, name, likeness, voice, documents, biographical data, performance in, and other media artifacts provided to TopRange by Licensor or concerning Licensor (collectively the "Materials") in and in connection with the Images. This grant of rights is made without limitation upon time, circumstances, location, market, or medium of use, and includes without limitation all uses of the Materials in all types of content, including but not limited to, the right to use the Images and/or Materials in connection with any other program(s), format(s), production(s), commercials, commercial tie-ins, product endorsements, licensing, product merchandising and/or merchandising of any kind, whether or not related to TopRange, and also includes, without limitation, the right to use the Images and/or Materials to publicize, advertise and promote any and all of TopRange's programs, products or services in any and all media. Licensor also understands and agrees that TopRange may sell, assign or license the rights hereunder (in whole or in part) to any third party in its sole discretion and without providing any further consideration or notice to Licensor.

2. Payments to Licensor. In full and complete consideration to Licensor for all of the Licensed Rights granted to TopRange hereunder, the receipt and adequacy of which are hereby acknowledged, TopRange shall pay Licensor the sum of _____. The sum is to be paid within 30 (thirty) days from the acceptance date.

Shall the licensor fail to provide the requested payment details within 7 (seven) days from the acceptance date, the sum agreed above shall no longer be payable.

Licensor shall be responsible for and agrees to report any taxes relating to payments it receives to the appropriate tax authority and governmental entities. Licensor agrees to complete all additional forms required by TopRange including, but not limited to, an additional signed license agreement, any additional information requested by TopRange relating to the Images, and the submitted Images in a format acceptable to TopRange in order to receive payment, and must be able to grant to TopRange all rights set forth in such forms, including without limitation, the consent forms and/or other releases as required by TopRange (collectively, the "Releases"). For the sake of clarity, TopRange's requirement related to completion of the Releases is not intended to, and does not, alter that exclusive ownership of the Images that is granted to TopRange upon signing this agreement.

3. Licensor Representations and Warranties.

(a) Owner of Rights: Licensor has the sole, exclusive and unencumbered ownership of all rights of every kind and character throughout the universe in and to the Licensed Rights and has clear title to the material upon which the Images are based. Licensor has the absolute right to grant to TopRange, all rights, licenses and privileges granted to or vested in TopRange under these Terms. Licensor has not authorized and will not authorize any other party to exercise any right or take any action that impairs the rights herein granted to TopRange.

(b) Rights Are Clear: Licensor has obtained all clearances and paid all monies necessary for TopRange to exercise its exclusive rights hereunder and there will not be any other rights to be cleared or any payments required to be made by TopRange as a result of any use of the Images pursuant to the rights and licenses herein granted (including without limitation, payments in connection with contingent participations, residuals, clearance rights, moral rights, union fees, and music rights). Licensor has not previously entered into any other agreement in connection with the Images. All of the individuals and entities connected with the production of the Images, and all of the individuals and entities whose names, voices, photographs, likenesses, appearance, works, services and other materials appear or have been used in the Images, have authorized and approved Licensor's use thereof, and TopRange shall have the right to use all names, voices, photographs, likenesses, appearance and performances contained in the Images in connection with the exploitation, promotion, and use of the Licensed Rights. It is expressly understood that TopRange has not assumed any obligations under any contracts entered into by Licensor.

Licensor agrees to complete all additional forms required by TopRange including, but not limited to, an additional signed license agreement, any additional information requested by TopRange relating to the Images or Materials, and the submitted Images in a format acceptable to TopRange, and must be able to grant to TopRange all rights set forth in such forms, including without limitation, the consent forms and/or other releases as required by TopRange (collectively, the "Releases"). Submissions by an eligible Licensor who is a minor in his/her state of residence will require minor's parent or legal guardian to sign and return all required documents and Releases. For the sake of clarity, TopRange's requirement related to completion of the Releases is not intended to, and does not, alter that exclusive ownership of the Images that is granted to TopRange upon the Licensor's submission of the Images to TopRange.

(c) No Infringement: No part of the Images, any materials contained therein, or the exercise by TopRange of the Licensed Rights violates or will violate, or infringes or will infringe, any trademark, trade name, contract, agreement, copyright (whether common law or statutory), patent, literary, artistic, music, dramatic, personal, private, civil, property, privacy or publicity right or "moral rights of

authors" or any other right of any person or entity, and shall not give rise to a claim of slander or libel. There are no existing, anticipated, or threatened claims or litigation that would adversely affect or impair any of the Licensed Rights.

4. Termination: Licensor may seek to terminate its agreement to these Terms at any time; however, these Terms shall only be terminable upon the mutual agreement of the parties, the consent of which may be granted or denied in TopRange's sole discretion. No termination shall impact any prior license of the Images by TopRange prior to termination, which shall continue in full effect under these Terms.

5. Release and Indemnity. Licensor hereby agrees to indemnify, release and hold harmless TopRange, its successors, licensees, sub-distributors and assigns, and the directors, officers, employees, representatives and agents of each of the foregoing, from any and all claims, demands, causes of action, damages, judgments, liabilities, losses, costs, expenses, and attorney's fees arising out of or resulting from (i) any breach by Licensor of any warranty, representation or any other provision of these Terms, and/or (ii) any claims of or respecting slander, libel, defamation, invasion of privacy or right of publicity, false light, infringement of copyright or trademark, or violations of any other rights arising out of or relating to any use by TopRange of the rights granted under this these Terms. Licensor acknowledges that TopRange is relying on the representations made by Licensor in accordance with these Terms and a breach by Licensor would cause TopRange irrevocable injury and damage that cannot be adequately compensated by damages in an action at law and Licensor therefore expressly agrees that, without limiting TopRange's remedies, TopRange shall be entitled to injunctive and other equitable relief.

6. Publicity/Confidentiality. Licensor shall not release, disseminate, issue, authorize or cause the release, dissemination or issuance of any publicity or information concerning the Licensed Rights, TopRange, or these Terms without TopRange's prior specific written consent (including, without limitation, posting, participating or engaging in social media discussions, news stories, blogs, reports or responses thereto), and Licensor shall direct all licensing or other inquiries relating to the Images solely to TopRange. Licensor acknowledges that these Terms are confidential in nature and agrees not to disclose the content or substance thereof to any third parties other than: (i) Licensor's respective attorneys and accountants, and/or (ii) as may be reasonably required in order to comply with any obligations imposed by these Terms, or any statute, ordinance, rule, regulation, other law, or court order.

7. Miscellaneous. Licensor acknowledges and warrants that its agreement to these Terms has not been induced by any representation or assurance not contained herein. These Terms supersede and replace all prior agreements, negotiations or understandings in connection with the Licensed Rights, including without limitation any simplified explanation of the terms herein, and in the event there are any inconsistencies between this English-language contract and any translations of terms and conditions, the English-language version shall prevail. These Terms contain the entire understanding of the parties and shall not be modified or amended except by a written document executed by both parties. If any provision of these Terms is found to be unlawful or unenforceable, such provision shall be limited only to the extent necessary, with all other provisions of these Terms remaining in effect. The waiver by either party or consent to a breach of any provision of these Terms by the other party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other party. TopRange shall have the right to assign freely the Images, the Materials, the Licensed Rights and/or any of TopRange's other rights hereunder to any person or entity (by operation of law or otherwise). Licensor may not assign its rights hereunder.

8. Choice of Law/Dispute Resolution. These Terms shall be deemed to have been agreed upon within the United Arab Emirates, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the United Arab Emirates, without regard to the conflicts of law principles thereof. The parties agree to the personal jurisdiction by and venue in Umm Al Quwain, United Arab Emirates and waive any objection to such jurisdiction

or venue irrespective of the fact that a party may not be a resident of that State. Except for TopRange's equitable rights as set forth in these terms, the parties hereby agree to submit any disputes or controversies arising from, relating to or in connection with these terms or the parties' respective obligations in connection therewith to binding arbitration in Umm Al Quwain, United Arab Emirates, in accordance with the rules of the United Arab Emirates and only for actual monetary damages, if any. In the event of any dispute, Licensor shall not be entitled to, and does hereby waive all right to, any equitable relief whatsoever, including the right to rescind its agreement to these Terms, to rescind any rights granted hereunder, or to enjoin, restrain or interfere in any manner with the marketing, advertisement, distribution or exploitation of the Licensed Rights. All rights to recover consequential, incidental and/or punitive damages are waived by Licensor.

9. Time Limitation on Claims. Licensor agrees that any claim it may have arising out of or related to its use of TopRange services or relationship with TopRange, must be filed within 14 (fourteen) days after such a claim arose; otherwise Licensor's claim is permanently barred.