

SOFTPOINT SPORTS INC.

PHOTOGRAPHY AND VIDEO RELEASE AND LICENSE AGREEMENT

This Photography and Video Release and License Agreement (the "Agreement") is made and entered into as of this _____ day of _____, 2025

BETWEEN:

John McNeeley (Hereinafter referred to as the "Photographer/videographer")

AND

[Actor's Full Legal Name] _____

[Actor's Address] _____

[Actor's Phone Number] _____

[Actor's Email Address] _____

(Hereinafter referred to as the "Actor")

(Collectively referred to as the "Parties")

RECITALS:

WHEREAS, the Photographer is engaged in the business of photography and videography; WHEREAS, the Actor is willing to

pose for, be photographed, and be video-recorded by the Photographer; WHEREAS, the Parties desire to define the terms and conditions regarding the recording, use, and licensing of the photographs and video footage ("the Works") produced from this engagement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. ENGAGEMENT AND SCOPE OF WORK

1.1. The Actor hereby agrees to participate in a photography and video shoot (the "Shoot") conducted by the Photographer on or about July 13 (weather permitting) of Shoot at UBC MacInnes Field of Shoot. 1.2. The purpose of the Shoot is to create promotional content for a Soraball event, to capture general sports action. 1.3. The Works will include still photographs and video footage of the Actor, which may capture the Actor's image, likeness, voice, and performance.

2. GRANT OF RIGHTS AND LICENSE

2.1. The Actor hereby irrevocably grants to the Photographer, and his/her heirs, assigns, and licensees, the exclusive, perpetual, worldwide, royalty-free, and unrestricted right and license to use, reproduce, modify, adapt, publish, display, distribute, sell, license, create derivative works from, and otherwise exploit the Works, in whole or in part, in any and all media, formats, and channels now known or hereafter devised, for any lawful purpose, including but not limited to: a) Promotional, marketing, advertising, and commercial purposes. b) Educational and informational purposes. c) Editorial and artistic purposes. d) In portfolios, websites, social media, and other digital or print platforms. e) For sale, syndication, or licensing to third parties. 2.2. The Actor waives any right to inspect or approve the finished product wherein the Actor's likeness appears. 2.3. The Actor waives any right to royalties or

other compensation arising from or related to the use of the Works. 2.4. The Actor acknowledges that the Photographer is the sole owner of all intellectual property rights, including copyright, in the Works.

3. WAIVER OF CLAIMS AND RELEASE

3.1. The Actor hereby releases, discharges, and agrees to hold harmless the Photographer, his/her heirs, assigns, and licensees, from any and all claims, demands, liabilities, actions, or causes of action, whether now known or hereafter discovered, including but not limited to, claims for libel, defamation, invasion of privacy, publicity rights, or any other personal or property right, arising out of or in connection with the use, reproduction, alteration, or publication of the Works. 3.2. The Actor confirms that this release is given voluntarily and without coercion, and that the Actor has received good and valuable consideration for this release.

4. COMPENSATION

4.1. In full consideration for the Actor's participation in the Shoot and the rights and licenses granted herein, the Photographer agrees to compensate the Actor as follows:

Monetary Compensation

The Photographer shall pay the Actor the sum of \$240.00 2 hour for first day shoot, payable on completion of the Shoot within 7 days, upon signing this Agreement.

A second location and date will be required, 2hr shoot. Date TBA.

Credit "Actor" in the final production (if desired by the Actor).

Access to the finished Work for portfolio use (if desired by the Actor).

5. REPRESENTATIONS AND WARRANTIES

5.1. The Actor represents and warrants that they are at least eighteen (18) years of age and legally competent to enter into this Agreement, or if under 18, that a legal guardian has signed this Agreement on their behalf. 5.2. The Actor has the full right and authority to grant the rights and waivers herein.

6. MISCELLANEOUS

6.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada. 6.2. Entire Agreement: This Agreement constitutes the entire agreement between the

Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether written or oral. 6.3. Amendments: No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties. 6.4. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6.5. Headings: The headings in this Agreement are for convenience only and shall not affect its interpretation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

PHOTOGRAPHER:

John McNeely

(Signature) _____

John McNeely (Printed

Name) _____

Date: _____

ACTOR:

[Actor's Full Legal Name]

(Signature) _____

[Actor's Full Legal Name] (Printed

Name) _____

Date: _____

[IF ACTOR IS A MINOR, THE FOLLOWING SECTION IS REQUIRED]

PARENT/LEGAL GUARDIAN CONSENT (If Actor is Under 18 Years of Age):

I, the undersigned, am the parent/legal guardian of the Actor named above and hereby consent to the Actor entering into this Agreement and agree to be bound by all terms and conditions contained herein.

[Parent/Legal Guardian Full Legal Name] (Signature)

[Parent/Legal Guardian Full Legal Name] (Printed Name)

Relationship to Actor: _____

Date: _____