

## APPLICANT QUESTIONNAIRE

Applicant Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

If applying as part of a group, the name(s) of your collaborator(s): \_\_\_\_\_

If your business is owned by a legal entity (e.g., corporation), the name of the entity and the state of its formation:

Your Street Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone #s: home: \_\_\_\_\_ cell: \_\_\_\_\_

work: \_\_\_\_\_ fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Birth date: \_\_\_\_\_ I am a legal resident of \_\_\_\_\_

Gender: M F Where did you grow up? \_\_\_\_\_

Occupation/Place of Employment (include address): \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

School(s) Attended & Degree(s) Completed (include year(s)): \_\_\_\_\_

Please be advised that you must meet the following eligibility requirements (which may be changed at any time by Finnmax LLC in its sole discretion) in order to participate in the Series:

- You must be 18 years of age (or the age of majority in the state in which you reside) or older.
- You must be a legal resident of the United States.
- Neither you nor any of your immediate family members or anyone living in your household may be nor have been within the past two (2) years employees, contractors, officers, directors or agents of any of the following: (a) Finnmax LLC, One Three Television, LLC, any entity owned, controlled or affiliated with Mark Burnett, Sony Pictures Television Inc., American Broadcasting Companies, Inc., or any parent, subsidiary, affiliated or related entity of any of the foregoing; (b) any person or entity involved in the development, production, distribution or other exploitation of the Series or any variation thereof; (c) any known major sponsor of the Series or its advertising agency; (d) any shark or any entity substantially owned or controlled by any shark; or (e) any person or entity supplying services or prizes to the Series.

- You may not be a candidate for public office and must agree not to become a candidate for public office from the date of the Audition Release until one (1) year after the initial broadcast of the last episode of the Series in which you appear.
- You may not have been convicted of a felony.
- You must voluntarily submit to a background check.

Please list ALL of the television programs (including without limitation all scripted, talk, game, and reality programs) on which you have EVER appeared:

Name of Show	Tape Date	Air Date
_____	_____	_____
_____	_____	_____

Why do you want to pitch your business?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List any organizations or clubs with which you're associated.

\_\_\_\_\_

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\_\_\_\_\_

List any awards or accolades you've received. \_\_\_\_\_

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\_\_\_\_\_

Describe your biggest accomplishment. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Describe your most disappointing moment. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How did you hear about "Shark Tank"? \_\_\_\_\_

**[continued on next page]**

— PLEASE ANSWER EACH QUESTION BELOW HONESTLY —

Do you have any physical conditions, special needs, accommodations or fears that we should know about?  
YES / NO (circle one) If so, explain.

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Have you ever had a temporary or permanent restraining order entered against you or has anyone sought a temporary or permanent restraining order against you? YES / NO (circle one) If so, explain (include date, city, state and circumstances).

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Have you ever been charged with any felony or misdemeanor? YES / NO (circle one) If so, explain (include date, city, state and circumstances, including the precise charges and resolution of the case).

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Have you ever been convicted of any felony or misdemeanor? YES / NO (circle one) If so, explain (include date, city, state and circumstances, including the precise charges and resolution of the case).

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Have you ever been party to a lawsuit? YES / NO (circle one) If so, explain.

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**Please attach additional pages if necessary.**

[END OF APPLICANT QUESTIONNAIRE]

## BUSINESS DETAILS QUESTIONNAIRE

Applicant Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

Describe in DETAIL what your business or product is. What does it do? Provide as much detail as possible.

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What investment amount are you seeking, and what percentage of equity are you willing to give in exchange? *Please keep in mind that the sharks do not give their money away; they only make realistic investments. They will ask tough questions to justify the amount of money you are seeking.*

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What do you intend to do with the investment funds? Where will the money go?

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What is your unique selling proposition? What is your “hook,” and why is your business notable?

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Please describe your market, your niche, and the demand for your business’s product or service.

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What attempts have you made to build your business? Have you been successful?

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What was the gross income from your business last year? *Gross income is commonly defined as a business's revenues before taking any costs, taxes, or other deductions into account.*

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What was the net income from your business last year? *Net income is commonly defined as a business's revenues minus any costs of doing business.*

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What is your business's current cash flow situation? Are your revenues covering your debts on an ongoing basis?

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How many units of your product or service have you sold in the last twelve months?

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What does it cost to manufacture one unit of your product or provide one unit of your services?

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What price does your product or service retail for? *Note: if your product is sold as packaged units, then please indicate that with the price point.*

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If applicable, what price does your product wholesale for?

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List your business's current assets, starting with cash. Are any debts owed to your business? *Current assets include cash, accounts receivable, securities, inventory, and any other assets that can be converted into cash within one year or during the normal course of business.*

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Describe in detail your business's current inventory. *Inventory includes goods ready to be sold, raw materials, and partially completed goods that will be sold.*

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List your business's current liabilities. *Current liabilities are obligations payable within one year, including accounts payable, notes payable, accrued expenses such as wages and salaries, taxes payable, and the portion of long-term debts due within one year. Basically, what do you owe?*

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What are your business's fixed assets? *Fixed assets (also called long-term assets) are assets that are used to produce revenue and are not intended for sale, such as office furniture, vehicles, real property, building improvements, and factory equipment.*

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What are your business's intangible assets? *Intangible assets are business assets that are not material in nature, which have been created through time and effort (e.g., intellectual property, specialized mailing lists, and goodwill).*

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Please list any Internet domain names owned by your business or through which your business operates.

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**Please attach additional pages if necessary.**

[END OF BUSINESS DETAILS QUESTIONNAIRE]

# INTELLECTUAL PROPERTY QUESTIONNAIRE

Applicant Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

**PLEASE ATTACH A VISUAL OF YOUR BUSINESS (E.G., PHOTO, BROCHURE, WEBSITE PRINTOUT).**

Describe the general concept of your business, including the way it operates (please be as specific as possible; it may be useful to submit your promotional materials).

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Describe the circumstances surrounding how you conceived and developed your business.

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Is your business related in any way to your present or past employment? If yes, please describe the relationship and provide a copy of the applicable employment agreement (if any).

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Is your business an improvement upon any current product, service and/or idea? If yes, please list the specific product(s), service(s) and/or idea(s) and how you have improved upon it/them or what differences exist between them.

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Does anyone else, including any business entity, own or control any rights to or have any interest in your business? If so, explain.

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Have you ever organized a corporation, LLC, partnership or other legal entity in connection with your business, including for purposes of development, marketing, manufacturing and/or distribution? If yes, please provide the name, organization date, officers and directors, and owners/principal shareholders of the entity.

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Describe any third parties of which you are aware that offer products or services similar to or competitive with your business, including the differences existing between them.

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List any third party intellectual property (e.g., patent, trademarks and copyrights) that you are aware of that relate in any manner to your business or may otherwise impact your business.

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Have any records or logs been kept with respect to your development of your business (e.g., business plans, timelines, inventor logbooks, etc.)? If yes please describe or provide a copy of such materials.

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Do you own or have you applied (or intend to apply for) for any patents and/or any copyright and/or trademark registrations in connection with your business? If so, explain (include filing date, application type (e.g., provisional/utility/ITU, etc.), application number, serial number, publication number, jurisdiction(s) filed in, assignments, status (pending, published, issued, expired, abandoned, etc.) and/or issued patent number/registration numbers, as applicable).

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Are you aware of any prior art or third party intellectual property rights (e.g., patents, trademarks, copyrights and/or trade secrets) that would impact or limit intellectual property protection for your business? If so, explain.

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Are you the sole creator, inventor and author of your business idea/product and the materials you've submitted in connection with your application? If not, please list the names of any other creator(s), inventor(s), contributor(s) and/or author(s).

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Has anyone who is NOT a creator, inventor, contributor and author of or to your business or the materials you've submitted in connection with your application invested any money or resources in the development of the business idea/product or the materials? If yes, please list the name(s) and investment(s)/contribution(s).

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Have any of the products or services of your business ever been manufactured, offered for sale and/or marketed? If yes, please give details and dates (including volume produced and sales information):

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Has a patentability search or a trademark or copyright search been performed and/or a legal opinion rendered in connection with your business? If yes, please provide the name of person/entity performing the search and/or rendering the opinion and the date of the service.

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**Please attach additional pages if necessary.**

[END OF INTELLECTUAL PROPERTY QUESTIONNAIRE]

## AUDITION RELEASE

**PLEASE READ, SIGN AND DATE the following.**

In consideration for my possible appearance in the reality-based competition television series currently entitled “Shark Tank” (“**Series**”) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (including any entity set forth below) hereby agree as follows (“**Agreement**”):

**1. Eligibility Requirements.** I hereby represent and warrant that: (i) I am 18 years of age (or the age of majority in the state in which I reside) or older; (ii) I am a legal resident of the United States; (iii) neither I nor any of my immediate family members or anyone living in my household may be or has been within the past two (2) years employees, contractors, officers, directors or agents of any of the following: (a) Finnmax LLC (“**Producer**”), One Three Television, LLC (“**OTT**”), any entity owned, controlled or affiliated with Mark Burnett, Sony Pictures Television Inc. (“**SPT**”), American Broadcasting Companies, Inc. (“**ABC**”), or any parent, subsidiary, affiliated or related entity of any of the foregoing, (b) any person or entity involved in the development, production, distribution or other exploitation of the Series or any variation thereof, (c) any known major sponsor of the Series or its advertising agency or (d) any person or entity supplying services or prizes to the Series; (iv) I am not currently a candidate for public office and agree that I will not become a candidate for public office from the date of this Agreement until one (1) year after the initial broadcast of the last episode of the Series in which I appear; (v) I have not been convicted of a felony; and (vi) I shall voluntarily submit to a background check if requested by Producer. I acknowledge that Producer reserves the right at any time to render ineligible any person who Producer determines, in its sole discretion, is sufficiently connected with the production, administration, or distribution of the Series such that his or her participation in the Series could create the appearance of impropriety. I further understand and agree that Producer reserves the right to change any of the eligibility requirements at any time.

**2. Grant of Rights.** In consideration for my possible appearance in the Series and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (including any entity set forth below) hereby grant Producer and each of its respective employees, contractors, agents, representatives, officers, directors, assignees (including, without limitation, SPT), designees, licensees (including, without limitation, ABC and any television network and television stations which exhibit the Series or which has the right to exhibit the Series (collectively “**Network**”)) and affiliated and related entities the following:

- a. The absolute and irrevocable right and permission (but not the obligation) to interview me, audition me, photograph, film, tape and otherwise visually, audiovisually and/or by audio means record me and/or my voice (“**Likeness**”) by any method whatsoever in and in connection with the Series and the business activities of Producer and Network.
- b. The absolute and irrevocable right and permission (but not the obligation) to photograph, film, tape and otherwise visually, audiovisually and/or by audio means record any idea, product, invention, service or business owned or controlled by me, including without limitation any names, logos, artwork, packaging, trademarks and service marks related thereto, (collectively “**Business Indicia**”) by any method whatsoever in and in connection with the Series and the business activities of Producer, SPT and Network.
- c. All rights of every kind and character whatsoever, whether now known or hereafter devised, in perpetuity throughout the universe in and to (i) any and all footage, tapes and/or other recordings taped, filmed, photographed, recorded and/or otherwise produced hereunder depicting me and any performances or actions made by me, (ii) material supplied by me (whether scripted or unscripted, written, spoken, sung, or otherwise uttered or expressed by me) and information given by me and/or captured on any such footage, tapes, and/or recordings (“**Statements**”), and (iii) all of the results and proceeds thereof (collectively, (i), (ii) and (iii) shall be referred to as the “**Material**”). I acknowledge that the Material is specially ordered by Producer for use as part of an audiovisual work and shall be considered a work made for hire for Producer, and therefore Producer shall be the author and copyright owner thereof for all purposes throughout the universe in perpetuity. To the extent that such Material is not deemed a work-for-hire in any jurisdiction, I irrevocably assign, transfer and convey

such Material to Producer including, without limitation, all copyrights, renewals, and extensions of copyrights therein, in all media now known or hereafter devised, throughout the universe in perpetuity. For the avoidance of doubt, the Material shall include neither the Business Indicia nor any other intellectual property relating to my business.

- d. The irrevocable right to reproduce, edit, dub, subtract from, add to, modify or juxtapose the Likeness, Business Indicia, Statements and/or Material in any manner and to combine them with any other material. I understand, acknowledge and agree that Producer shall have no obligation to use any of the Likeness, Business Indicia, Statements and/or Material in or in connection with the Series.
- e. The irrevocable, perpetual, nonexclusive right to use, copy, digitize, sublicense, transmit, distribute, publicly perform, publish, display, and make any other uses of the Likeness, Business Indicia, Statements, whether or not embodied in the Material, in any media now known or hereafter devised, throughout the universe, in and in connection with the Series, including without limitation the advertising, promotion, marketing or exploitation of the Series (including without limitation commercial tie-ins and the exploitation of any allied, ancillary and subsidiary rights in and to the Series), and the business activities of Producer, SPT and Network.
- f. I understand, acknowledge and agree that Producer may exercise any aspect of the foregoing granted rights without review by, compensation to, or approval by me or any other party, except as prohibited by law.
- g. I grant the rights hereunder whether or not I am selected to participate as a contestant in the Series in any manner whatsoever. Without limiting paragraph 4 below, I release Releasees (as that term is defined herein below) from any and all liability arising out of its use of the Likeness, Business Indicia, Statements and/or the Material, and I agree not to make any claim against Releasees as a result of the recording or use of the Likeness, Business Indicia, Statements and/or the Materials (including, without limitation, any claim that such use invades any right of privacy and/or publicity and/or any claims based on defamation, libel and/or false light and/or copyright, trademark or patent infringement).

**3. Representations and Warranties.** I hereby represent and warrant that: (i) I, alone or in concert with any collaborators listed below (collectively “**Collaborators**”), have the right to grant the rights granted hereunder; (ii) I, alone or in concert with any Collaborators, have the right to enter into this Agreement; (iii) I, alone or in concert with any Collaborators, own and control all rights in and to the idea, product, invention, service or business that I desire to present as part of my participation in the Series; (iv) the consent of no other person, firm, corporation or labor organization (other than any Collaborators) is required to make my desired presentation or to enable Producer to use the Likeness, Business Indicia, Statements and the Material as described herein; (v) Producer’s use of the Material, Business Indicia, Statements and Likeness hereunder will not violate the rights of any third party other than any Collaborators; (vi) Producer shall have the right to use the Material free and clear of any claims for royalties, residuals or other compensation, either by virtue of this Agreement or any guild or union agreement, which I acknowledge does not govern my relationship with Producer; (vii) I have answered all questionnaire and application questions completely, honestly and accurately, and I acknowledge that if any of the foregoing information is found to be false, that this will be grounds for my dismissal from the Series participant selection process and/or from the Series, if selected; and (viii) I understand and agree that all decisions by the Producer concerning the selection of the participants are final and not subject to challenge or appeal.

**4. Confidentiality.** Without the express prior written consent of Producer, I shall not at any time, reveal, report, publish or disclose any information or trade secrets obtained or learned by me about the Series, including, without limitation, any information concerning or relating to the Series, the participants, the events contained in the Series, any ideas, products, inventions, services or businesses presented by any participant in connection with the Series or the outcome of the Series or any episode or presentation associated therewith (collectively, “**Confidential Information**”). This confidentiality obligation shall remain in place whether or not I am selected to participate in the Series, and shall continue both during and after my participation in the participant selection and, if I am selected as a participant, my participation in the Series, and shall continue regardless of whether or not an episode of the Series has been broadcast which may include some or all of the Confidential Information. I further agree that any Confidential Information of

which I become aware will only be used for the express and exclusive purposes for which Producer has instructed me to use the Confidential Information.

5. **General Release.** To the maximum extent permitted by law, I, my heirs, next of kin, spouse, guardians, legal representatives, executors, administrators, successors and assigns (collectively “**Releasing Parties**”) hereby irrevocably and unconditionally release and covenant not to sue Producer, OTT, SPT, ABC, their respective parent, subsidiary, affiliated and related entities, their successors, licensees, assigns, and their respective directors, officers, shareholders, members, employees, agents and representatives (collectively “**Releasees**”) from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including, without limitation, attorneys’ fees) (collectively “**Claims**”) arising out of, resulting from, or by reason of my application for and/or participation in or in connection with the Series, including, without limitation, any travel I undertake in connection with my participation in the Series, any exploitation, distribution, exhibition, advertising and/or promotion of the Series or my appearance on the Series, any disclosure of my idea, product, invention, service or business, the failure of the Producer to select me as a participant, the cancellation of the Series, the negotiation, entry into or breach of any agreement between any venture capitalist “shark” and me (whether during or after the production of the Series and whether or not such negotiation culminates in a binding agreement), or the exercise by Producer or anyone else of any rights granted by me under this Agreement, on any legal theory whatsoever (including without limitation personal injury, property damage, violation of privacy and publicity rights, false light, defamation, intentional or negligent infliction of emotional distress, products liability, breach of express or implied contract, breach of any statutory or other duty of care owed under applicable laws, infringement of copyright, trademark or patent, loss, limitation or reduction of any intellectual property rights and loss of earnings or potential earnings).

6. **Limitation of Remedies.** Without limiting any provision of this Agreement, my remedies for any breach of this Agreement by Producer or others will be limited to an action at law for damages (if any), and in no event will I be entitled to rescind this agreement or seek injunctive or any other equitable relief (including without limitation through any arbitration proceeding) in connection therewith.

**Initial Here:** \_\_\_\_\_

7. **Release of Unknown Claims.** I acknowledge that there is a possibility that after my execution of this Agreement, I may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me at that time, may have materially affected my decision to execute this Agreement. I acknowledge and agree that by reason of this Agreement, and the release of liability contained herein, I am assuming any risk of such unknown facts and such unknown and unsuspected claims. I have been advised of the existence of Section 1542 of the California Civil Code which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding Section 1542 of the California Civil Code, this Agreement shall constitute a full release of liability in accordance with its terms. I and the Releasing Parties knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this Agreement and that without such waiver, Producer would not have accepted this Agreement or my application.

8. **Indemnity.** I, individually and on behalf of the Releasing Parties, agree to defend (at indemnitees’ option), indemnify and hold harmless the Releasees from any and all Claims caused by or arising out of my application for and/or participation in and in connection with the Series, including, without limitation, any of the following: (i) any statement, action or omission made or taken by me or anyone else during or in connection with or relating to the Series; (ii) my failure to follow the instructions of Producer, Network, any of their officers, agents, representatives or employees, or anyone connected with the Series; (iii) my breach of any of my representations, warranties, undertakings, promises or obligations pursuant to this Agreement or the Series Rules (as may be promulgated and amended from time to time); (iv) my possession or use of any prize or investment; or (v) the use by Producer or Network or any of their respective licensees or assigns of any of the rights I have granted herein.

**9. Governing Law.** This Agreement shall be deemed to be entered into in Los Angeles County, California, and shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements executed and fully carried out within California (but not its conflict of laws principles).

**10. Dispute Resolution/Binding Arbitration.** Both Producer, on behalf of itself, SPT and Network, and I acknowledge, understand and agree that any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Series may only be brought in Los Angeles County, California, and that, subject to the arbitration proceeding below, the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. The parties agree that any and all disputes, controversies or claims arising under or relating to this Agreement or any of its terms, including without limitation the applicability of this arbitration provision, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this Agreement, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Series that are not otherwise barred or released pursuant to the terms of this Agreement (collectively, “**Matters**”), and cannot be resolved through direct discussions, the parties agree to endeavor first to resolve by mediation conducted in the County of Los Angeles by JAMS or its successor (“**JAMS**”). If any Matter is not resolved, as set forth above, the parties then agree that it shall be resolved by binding arbitration conducted in accordance with the Streamlined Arbitration Rules and Procedures of JAMS through its Los Angeles, California office, in accordance with California law. Any such arbitration shall be conducted by a single, neutral arbitrator, who shall also be a retired judge of a state or federal court, experienced in entertainment disputes, and selected from the JAMS’ panel of arbitrators proffered by its Los Angeles, California office. If the parties cannot agree upon an arbitrator after good faith discussion, the arbitrator shall be chosen by JAMS pursuant to the requirements of this paragraph. The parties agree that the arbitrator’s ruling in the arbitration shall be final and binding and not subject to appeal or challenge. The parties further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, must be treated as confidential and must not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, the parties’ attorneys and their staff, and any experts retained by the parties; provided that such arbitrator(s) and their staff, the JAMS and its staff, the parties’ attorneys and their staff, and any experts retained by the parties. The Federal Arbitration Act (9 U.S.C. § 1, et seq.) or its successor statute shall apply and govern the enforcement of this arbitration clause. **By agreeing to arbitration, the parties acknowledge that they have waived the right to a jury trial.** I further acknowledge and agree that the business realities of television productions of this nature, including the Series, create special circumstances for which Producer must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional remedies. Accordingly, the parties agree that nothing in this paragraph or in any of the applicable rules of JAMS, shall prevent Producer, SPT or Network from seeking provisional relief outside of arbitration. For example, a participant’s premature or threatened disclosure in violation of the confidentiality provisions of this Agreement could result in a reduction of audience interest or other diminution in the value of the Series or Producer’s, SPT’s or Network’s rights hereunder, which would cause Producer, SPT and Network irreparable injury and damage that could not be reasonably calculated or adequately compensated by damages in an action at law. I hereby expressly agree that Producer, SPT and Network shall be entitled to injunctive and other equitable relief pursuant to California Code of Procedure section 1281.8 and any successor or similar statute.

**11. Severability, Assignment.** Without limiting the foregoing, any provision of this Agreement that is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. Producer (and its assignees and licensees) may freely assign, in whole or in part, any of their rights or obligations under this Agreement. I may not assign any of my rights or obligations under this Agreement.

**12. Entire Agreement.** In signing this Agreement, I have not relied on any representations or other statements that are not contained herein. No promises have been made to me other than as expressly set forth herein. This Agreement shall supersede and replace all prior and contemporaneous oral, written and electronic communications, understandings and agreements between Producer and me relating to the subject matter hereof. This Agreement sets forth the entire agreement between Producer and me with respect to the subject matter hereof and may not be altered or amended except by a writing signed by both parties.

**13. Modification or Amendment.** This Agreement cannot be changed, amended, modified or terminated except in writing signed by Producer and me.

**14. Waiver.** Any waiver of any term of this Agreement in a particular instance shall not be a waiver of such term for the future. I agree that the invalidity or unenforceability of any part of this Agreement shall in no way affect the validity or enforceability of any other part thereof.

I declare under penalty of perjury that all statements made by me in this Agreement are true. The name given below is my legal name. Any other name(s) or alias(es) used by me within the past seven years are also noted below. I have been given ample opportunity to read, and have carefully read, this entire Agreement. I represent and warrant that I have had the opportunity to consult with my own legal counsel prior to signing, and I have either so consulted with my own counsel or, in the alternative, I have voluntarily and on my own accord declined such opportunity. By signing below, I am voluntarily and knowingly agreeing to the terms and conditions of this Agreement.

Dated: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Company Name (if any): \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_

Aliases (if any): \_\_\_\_\_

\_\_\_\_\_

Collaborator Names and Addresses (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REMINDER: BE SURE TO INITIAL PARAGRAPH 6.**

## SUBMITTED MATERIALS RELEASE

Date: \_\_\_\_\_

Finnmax LLC (“**Producer**”)  
3000 Olympic Blvd.  
Santa Monica, California 90404  
Attn: Shark Tank

Ladies & Gentlemen:

I (which term shall include any entity or collaborators set forth below) would like to be considered as a participant on the reality-based competition television series currently entitled “Shark Tank” (“**Series**”). Accordingly, I desire to submit material, including without limitation video, photographs, jingles, information contained in my Applicant Questionnaire, Business Details Questionnaire and Intellectual Property Questionnaire, any names, logos, artwork, packaging, trademarks and service marks related to the business I may present as part of my potential participation in the Series (collectively “**Business Indicia**”) and any other material that I provide or may provide in connection with the Series (all of the foregoing herein called “**Submitted Material**”), owned and/or controlled by me so as to offer Producer the opportunity to decide whether Producer wants to consider me to be a participant (“**Participant**”) on the Series, and with respect to Producer’s possible use of the Submitted Material in the television, entertainment and advertising fields.

I acknowledge and agree that, but for my agreement to the terms set forth herein, Producer would not agree to accept for consideration or review the Submitted Material. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby acknowledge and agree to the following (“**Agreement**”):

1. I acknowledge and agree that, if Producer selects me for further consideration in the Participant selection process, I will complete and execute further agreements requested by Producer or Series distributors, (collectively “**Participant Agreements**”). I acknowledge and agree that (a) unless and until I execute such Participant Agreements, Producer will not consider me as a possible Participant for the Series and (b) Producer is accepting my Submitted Material in reliance on my completion and execution of the Participant Agreements.

2. I shall not receive any compensation or credit for submitting the Submitted Material to Producer and understand that Producer may view the Submitted Material.

3. I hereby grant to Producer, One Three Television, LLC (“**OTT**”), Sony Pictures Television Inc. (“**SPT**”), American Broadcasting Companies, Inc. (“**ABC**”), and their respective parents, subsidiaries, successors, assigns, affiliated and related entities, licensees, and the respective owners, officers, directors, members, contractors, agents and employees of each of the foregoing, as well as any television network, television stations and other media exhibitors that exhibit or have the right to exhibit the Series (collectively “**Releasees**”) the perpetual, irrevocable right and license to distribute, broadcast, and otherwise exploit the Submitted Material, gratis, throughout the universe, in any and all manners, formats and media, whether now known or hereafter devised, in and in connection with the Series or otherwise, including, without limitation, the non-exclusive, fully paid, universal license to use, copy, digitize, sublicense, transmit, distribute, publicly perform, publish, delete or display such Submitted Material, or any portion thereof, in any media now known or hereafter devised including, without limitation, the Series. I authorize the Releasees, and any entities affiliated, related or in privity with Releasees, to utilize on a non-exclusive basis, throughout the universe, in perpetuity and in any manner they see fit, the Submitted Material (including without limitation use in advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Series, all allied, ancillary and subsidiary rights therein and thereto, or any other use in connection with the Series in all media now known or hereafter devised), and to make derivative works from such materials. I agree that such use shall be freely assignable by Producer and that Producer and Producer’s assignees and licensees shall have no obligations whatsoever to me (including without limitation no obligation to make any payments to me or to obtain my approval). I hereby grant Producer permission to and Producer shall have the right and sole discretion to edit, alter, modify or change any part of the Submitted Material for any reason in connection with Producer’s (or Producer’s

assignee's or licensee's) use thereof. It is hereby understood and agreed that the licenses granted in this paragraph shall be exclusive to Releasees from the date hereof through and until six (6) months after the initial broadcast of the final episode of the cycle of the Series for which I would like to be considered as a Participant (regardless of whether Producer selects me to be a Participant on the Series) and non-exclusive thereafter; provided that Producer's license with respect to Business Indicia shall be non-exclusive.

4. I recognize the possibility that the Submitted Material may be identical with or similar to material which has or may come to Releasees and/or Releasees' affiliated or related entities from other sources. Receiving identical or similar material has given rise to litigation in the past so that unless Releasees can obtain adequate protection in advance, Releasees will refuse to consider or post the Submitted Material. The protection for Releasees must be sufficiently broad to protect Releasees and all related parties, including without limitation Releasees' parent, subsidiary, affiliated and related entities and their respective officers, directors, shareholders, employees, contractors, agents, representatives, broadcasters, distributors, licensees, assigns, and all parties to whom the foregoing submit material or have been or may be involved in developing, financing or exploiting materials and properties generally. Accordingly, as a further inducement to Producer to examine the Submitted Material and to consider me for selection as a Participant, I represent, warrant and agree, as follows:

a. I acknowledge that the Submitted Material is submitted voluntarily and not in confidence or in trust and that no confidential or fiduciary relationship is intended or created between Producer and me by reason of such submission or otherwise. Nothing in this Agreement, or the submission of the Submitted Material, shall be deemed to place Producer in any worse position than any member of the public with respect to the Submitted Material. Accordingly, without limiting any of the rights and releases I have granted herein, any part of the Submitted Material which could be freely used by any member of the public may be used by Producer without liability to me or any other party claiming from or through me.

b. I understand and agree that Releasees' use of material similar to or identical with the Submitted Material or containing features or elements similar to or identical with those contained in the Submitted Material shall not obligate Releasees to negotiate with me nor entitle me to any compensation or other entitlement if Releasees determine that Releasees have an independent legal right to use such other material (either because, e.g., such features or elements were not new or novel, or were not originated by me, or were or may hereafter be independently created by or submitted to Releasees).

5. I represent and warrant that the description provided above is true and accurate and that (i) I either solely own the Submitted Material, free of any lien or encumbrance, or have obtained all necessary rights to grant Releasees the right and/or to permit Releasees to use the Submitted Material in connection with the Series or otherwise, in any and all media, now known or hereafter devised, through the universe in perpetuity, and that I have all production, distribution and/or exploitation rights in and to the Submitted Material, including without limitation all rights to the likenesses, names, voices and biographical information incorporated in the Submitted Material, any locations, any artwork, any logos or other intellectual property, and any and all other elements or content in the Submitted Material; (ii) it is original with me and not based on any other material or source; (iii) the use and exploitation thereof will not violate or infringe any third party rights; and (iv) I have the right to submit and to offer such material to Releasees without obligation to any third party, and the consent of no other person or entity is required for Releasees to fully exploit the Submitted Material as provided herein. I further represent that I am the sole copyright owner in all music and scoring incorporated in the Submitted Material as set forth herein or have obtained all necessary rights to grant Releasees the right and/or to permit Releasees to use all music and scoring incorporated therein. I further represent and warrant that I will not assert, maintain or assist other persons in asserting or maintaining against Releasees any claim, action, suit or demand of any kind or nature whatsoever related to the use of the Submitted Material, including without limitation those grounded upon copyright, trademark or patent infringement, invasion of privacy or publicity rights, other civil rights, or any other ground in connection with the use of the Submitted Material in the Series or in other productions. I further represent and warrant that I am competent to agree to all of the provisions in this Agreement.

6. I agree that no obligation of any kind is assumed by Releasees or may be implied against Releasees (including, without limitation, any obligation to pay money) by reason of Releasees' receipt or potential or actual review of the Submitted Material or any discussions or negotiations I may have. Without limiting the foregoing, I



specifically acknowledge and agree that (a) I do not and will not under any circumstances have or assert any so-called "idea submission," implied contract or similar claim against Releasees, and (b) Releasees are free to use (i.e., Releasees will not owe me any money or other obligation for using) any portion of the Submitted Material.

7. Both Producer, on behalf of itself, SPT and ABC, and I acknowledge, understand and agree that any action, proceeding or litigation concerning this Agreement or my appearance or participation in the Series may only be brought in Los Angeles County, California, and that, subject to the arbitration proceeding below, the courts of Los Angeles County, California, shall have exclusive jurisdiction over me and the subject matter of any such proceeding. I agree that any and all disputes, controversies or claims arising under or relating to this release or any of its terms, including without limitation the applicability of this arbitration provision, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this release, or any provision thereof, and any and all disputes or controversies arising under or relating to my possible appearance or participation in the Series that are not otherwise barred or released pursuant to the terms of this Agreement (collectively, "**Matters**"), and cannot be resolved through direct discussions, I agree to endeavor first to resolve by mediation conducted in the County of Los Angeles by JAMS or its successor ("**JAMS**"). If any Matter is not resolved, as set forth above, I then agree that it shall be resolved by binding arbitration conducted in accordance with the Streamlined Arbitration Rules and Procedures of JAMS, through its Los Angeles, California office, in accordance with California law. Any such arbitration shall be conducted by a single, neutral arbitrator, who shall also be a retired judge of a state or federal court, experienced in entertainment disputes, and selected from the JAMS' panel of arbitrators proffered by its Los Angeles, California office. If the parties cannot agree upon an arbitrator after good faith discussion, the arbitrator shall be chosen by JAMS pursuant to the requirements of this paragraph. I agree that the arbitrator's ruling in the arbitration shall be final and binding and not subject to appeal or challenge. I further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, must be treated as confidential and must not be disclosed to any third party to such proceedings, except the arbitrator(s) and their staff, JAMS and its staff, the parties' attorneys and their staff, and any experts retained by the parties. The Federal Arbitration Act (9 U.S.C. § 1, et seq.) or its successor statute shall apply and govern the enforcement of this arbitration clause. **By agreeing to arbitration, the parties acknowledge that they have waived the right to a jury trial.** I further acknowledge and agree that the business realities of television productions of this nature, including the Series, create special circumstances for which Releasees must be able to maintain its ability to seek injunctive relief and/or other equitable and/or provisional remedies. Accordingly, I agree that nothing in this paragraph or in any of the applicable rules of JAMS, shall prevent Releasees from seeking provisional relief outside of arbitration. For example, a participant's premature or threatened disclosure in violation of the confidentiality provisions of this Agreement could result in a reduction of audience interest or other diminution in the value of the Series or Releasees' rights hereunder, which would cause Releasees irreparable injury and damage that could not be reasonably calculated or adequately compensated by damages in an action at law. I hereby expressly agree that Releasees shall be entitled to injunctive and other equitable relief pursuant to California Code of Procedure section 1281.8 and any successor or similar statute.

8. I assume full responsibility for any loss of the Submitted Material for any reason including, without limitation, whether it is destroyed in connection with electronic submission (if permitted), mailed submission or otherwise. Releasees shall have no obligation to read or consider the Submitted Material or to return the Submitted Material to me.

9. I hereby release Releasees to the maximum extent allowed by law of and from any and all claims, costs, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submitted Material or by reason of any claim now or hereafter made by or through me or on my behalf (even though I realize that such might be based on facts or circumstances not now known or suspected by me to exist, which if known or suspected, would have materially affected our decision to enter into this agreement) that Releasees have used or appropriated the Submitted Material. I am aware of the existence of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding this provision, this Agreement shall constitute a full, final, and complete release, accord and satisfaction of each and every claim released hereunder that I have or may have, at any time, against Releasees. To the maximum extent permitted by law, I knowingly and voluntarily waive the provisions of section 1542 of the California Civil Code, as well as any other statute, law or rule of similar effect of any other jurisdiction throughout the world, and acknowledge and agree that this waiver is an essential and material term of this Agreement. I represent that I understand and acknowledge the significance and consequence of the releases I have made herein and of my waiver of any rights I may have under section 1542 of the California Civil Code and any other similar statutes, laws and rules. Without limiting the foregoing, I further expressly waive and release all rights to seek and/or obtain injunctive or other equitable relief (including rescission hereof) against Releasees, in connection with this Agreement and any exploitation of the Submitted Material and in connection with any other material, whether or not in whole or part identical with or similar to the Submitted Material.

**Initial Here:** \_\_\_\_\_

10. I agree to defend (at Releasees' option), indemnify Releasees and hold Releasees harmless from and against all liability, actions, claims, demands, losses or damages (including attorneys' fees and costs and punitive damages) caused by or arising out of Releasees' use of the Submitted Material or any rights granted by me herein in any manner, or as a result of any breach or alleged breach of any of my representations or warranties herein, including, but not limited to, those set forth in Paragraph 5, above.

11. I am not now, nor have been in the past two (2) years, an employee or an independent contractor of Producer, OTT, any entity owned, controlled or affiliated with Mark Burnett, SPT, ABC, or any of their respective parents, subsidiaries or affiliated or related entities. Nothing in the application process is intended to create an employment relationship between me and any of the foregoing parties, and I agree that by applying to be considered for selection as a Participant, no such employment relationship is created or implied.

12. Should any provision of this Agreement be void or unenforceable, such provision shall be deemed omitted, and this Agreement with such provision omitted shall remain in full force and effect.

13. This Agreement is entire and shall be binding on the parties' respective successors, assigns, licensees and all affiliated and related parties. No statements or representations have been made except those expressly stated in this Agreement. This Agreement may be modified only by subsequent written agreement. "I," "me" and "my" refers to the party submitting the material, and any individual who may be competing for the benefit of such party, to Producer.

14. Producer and Releasees may freely assign, in whole or in part, their rights hereunder.

15. This Agreement will be interpreted in accordance with the laws of the State of California applicable to agreements entered into and fully performed therein by residents of California (but not its conflict of laws principles).

Very truly yours,

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company (if any): \_\_\_\_\_

Collaborators (if any): \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**REMINDER: BE SURE TO INITIAL PARAGRAPH 9**

## ACKNOWLEDGEMENT OF FURTHER AGREEMENTS

I (including any entity set forth below (or successor entity) and/or through which I market or conduct or may market or conduct my Business, as defined below) understand, acknowledge and agree that as a condition of and in consideration for being considered to participate in the reality-based competition television program currently entitled "Shark Tank" ("**Series**"), I will be required to submit voluntarily to a background check (and to execute all consents, authorizations and releases in connection therewith).

I understand that the announcement, solicitation and/or acceptance of any investment in my Business or any equity interests thereto of any kind from one or more of the venture capitalist "sharks" or any other person may be a securities offering and/or a sale of securities governed by federal, state and other securities laws, and I agree to comply with any and all applicable securities laws in connection therewith, including but not limited to laws governing the offer and sale of securities. I also understand that it is my sole responsibility to comply with such securities laws, that the Shark Tank Entities (as defined below) will not be providing me with any advice or assistance of counsel in that regard. In addition, I acknowledge and agree that the Shark Tank Entities will not be acting on my behalf, either directly or indirectly, as an agent, broker or finder, in connection with the offer or sale of any securities and that the Shark Tank Entities will not have any liability for my failure to comply with such securities laws.

I further understand and acknowledge that I will be required to enter into further agreements with Finnmax LLC ("**Producer**") relating to the business that I may present to the sharks for possible investment (my "**Business**"). Among other things, those agreements are currently anticipated to provide that as a condition of my participation on the Series, Producer, Sony Pictures Television Inc. and American Broadcasting Companies, Inc. (collectively the "**Shark Tank Entities**") or their designee(s) will receive an irrevocable option (the "**Option**"), to do either of the following or neither, at their election and in their sole discretion:

1. Receive a 2% royalty of the operating profits of my Business or
2. Receive warrants that give the Shark Tank Entities or their designees a 5% equity interest in my Business.

The Option shall vest only upon the occurrence of either of the following: (i) I enter into a binding agreement regarding my Business with a shark within two (2) years of the date of my presentation to the shark or (ii) the initial exhibition of an episode of the Series that includes my presentation to the sharks (or a portion thereof sufficient to allow a reasonable person to identify the name and nature of my Business). The Option shall also vest with respect to businesses other than my Business if I enter into a binding agreement with a shark regarding such other businesses during the two (2) years following my introduction to the shark. The specific terms and conditions of the Option, royalty and warrants (e.g., exercise provisions, rights to documentation, shareholder rights such as pro-rata rights and anti-dilution protections, etc.) shall be set forth in one or more further agreements between Producer and me.

The Shark Tank Entities or their designee(s) will give good faith consideration to my expressed preference as to the form of the Option (i.e., royalty or warrants) to be exercised following the vesting of such Option; provided, however, the determination of the form of the Option to be exercised shall be made in the Shark Tank Entities' sole and final discretion.

If the Option is exercised, the Shark Tank Entities' royalty or right to receive warrants (as applicable) will be an obligation in addition to any obligations contained in any agreement between me and any shark. In addition to any other remedies (at law, in equity, or otherwise) available to Shark Tank Entities or their designee(s), my failure to execute such agreements in the form presented may result in my immediate disqualification from the Series.

Dated: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Entity Name (if any): \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_