

**APPLICANT RELEASE FORM AND
CONFIDENTIALITY AGREEMENT**

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| PROGRAMME NAME AND DESCRIPTION: | “Bah Media Film Production Limited Business Documentary” (The programme or series of programmes, which shall include all affiliated and spin off programmes and promotional content, the format, style and nature of which have been fully explained to you and or of which you are fully aware) (“Programme”) |
| APPLICANT FULL NAME: | (“You”, “Applicant”) |
| APPLICANT ADDRESS: | |
| APPLICANT POSTCODE: | |
| APPLICANT EMAIL: | |
| APPLICANT TELEPHONE: | |
| CONTRIBUTION: | Recorded interviews, auditions, meetings and such other filming/ recording at various locations as we might require in connection with the Programme and the Selection Process. |
| APPLICANT MATERIAL: | Any and all material created and or owned by you and or a third party provided by you for inclusion in the Programme. |
| TODAY DATES: | A date notified to you by the Company, which is anticipated, to be between the period of |
| DATE FORM SIGNED: | |

Dear Contributor,

We write to confirm the agreement between Bah Media film Production Limited (us/we or the **“Company”**) and you whereby, In consideration of the payment to you of £0.01 (one penny) (the receipt and sufficiency of which are hereby acknowledged) and for the Company making arrangements to consider your application to participate in the Programme and to record you in connection with the Programme during the selection, interview and audition process required and specified by the Company (the **“Selection Process”**) you agree to take part in the Selection Process and attend on the Audition Date(s) and consent to the filming and recording of your interview, audition, contribution and other participation in accordance with the terms of this agreement (**“Agreement”**) as set out below:

Key Terms:

1. **Rights:** You hereby assign the copyright and all other rights in and to your Contribution to the Company and grant to the Company all rights to exploit the Contribution in all media in any manner in perpetuity as more specifically detailed in the General Terms below.
2. **Confidentiality :** You agree to keep all information relating to your involvement in the Programme, the Selection Process and the terms of this Agreement secret and confidential in accordance with General Term B in the General Terms below.
3. **Data Protection:** You give consent for your personal information to be held and processed in accordance with General Term C in the General Terms below.

The General Terms appended to this letter shall be deemed part of this Agreement. To the extent that they are inconsistent with the Key Terms above, the latter shall apply.

Yours sincerely

Agreed and accepted

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For and on behalf of
Bah Media Film Production Limited

Applicant: Dated:

GENERAL TERMS

A. RELEASE

1. The Applicant will promptly and faithfully comply with all instructions of the Company including but not limited to those involving artistic taste and judgement and will consult with the Company at all times regarding the Contribution.
2. The Applicant hereby agrees that the Rights including but not limited to the copyright (If any) and all other rights in the Contribution and the Programme shall vest in and are hereby assigned to (as applicable) the Company and grants all necessary consents that may be required under any legislation or regulation in any jurisdiction to permit the Contribution or any part of it (whether as part of the Programme or otherwise) to be exhibited or otherwise exploited by all means and in all media and formats throughout the universe for the full period of copyright and all renewals, revivals, reversion and extensions thereof and thereafter so far as may be possible in perpetuity. The Applicant further confirms that he/she shall not seek to enforce any rights to equitable remuneration in respect of any rental and lending and cable re-transmission rights in the Contribution.
3. Without limiting the foregoing in any way, the Company shall be entitled to (a) alter, adapt or make additions to or deletions from the Programme (and Applicant's appearance therein) at its discretion, (b) make and exploit and to authorise the making and exploitation of the Contribution and/or any recording or fixation of the Applicant's appearance separately from or in conjunction with the Programme (including without limitation in associated spin-off programmes e.g. "You're Fired" throughout the Universe in perpetuity by all means and in all media whether now known or hereafter invented including without limitation by way of any interactive, online, telephony or new media application; (c) dub the Applicant's voice in any language; and (d) include the Applicant's name, likeness, voice, biographical details, photographs of the Applicant and recordings of interviews with the Applicant separately from or in conjunction with the Programme by all means and in all media and formats throughout the Universe including but not by way of limitation in advertising, publicity and exploitation material;
4. The Applicant acknowledges that no repeat fees or any other fees shall be payable to the Applicant in respect of any subsequent rebroadcast or retransmission or any other use by the Company (or any assignees or licensees) of the Programme or any part thereof.
5. The Applicant hereby waives any so-called 'moral rights' in the Programme and such rights under section 77 and section 80 of the Copyright Designs and Patents Act 1988 as the Applicant now has or will hereafter acquire in relation to the Programme. Accordingly the Company shall have the unfettered right to modify the Contribution or any part of it in any way that it thinks fit.
6. The Applicant warrants that he/she has given a full and honest disclosure of all information requested by the Company concerning the Contribution to the Programme and any information which may affect the Contribution, the Programme, the Company and/or the commissioning broadcaster, even if it may be construed as detrimental to the Programme (including as to reputation of the Programme). The Applicant will inform the Company immediately if any information given to the Company changes. Except as fully disclosed in writing to the Company prior to the Applicant entering into this Agreement the Applicant warrants that he/she is not now and has never been involved in any criminal proceedings whether as a defendant, witness or in any way whatsoever and is not now and has never been an officer of a company that has gone into liquidation or has had a receiver appointed over its assets, or has been subject to an administration order or any other insolvency proceedings or has made an arrangement with its creditors or has ceased to carry on business and the Applicant warrants that he/she is not and never has been subject to an order of bankruptcy (whether as an individual or as part of a partnership).
7. The Applicant warrants that he/she has not been disqualified from being a director or company secretary of a company at any time and is not now and never has been the subject of any insolvency or other proceedings or court orders which would prevent or could result in the prevention of the Applicant from being a shareholder, director of a company or managing the affairs of a company.
8. The Applicant warrants that he/she is 18 years of age or over and is entitled to work in the United Kingdom. The Applicant acknowledges that the Company reserves the right to require proof of identity and eligibility.

B. CONFIDENTIALITY

9. You acknowledge that, as a material term of this Agreement, you will not at any time whether during the continuance of this Agreement or after its termination, without the Company's prior written consent do any of the following acts (or cause, authorise or permit anyone else to do the same) whether directly or indirectly, namely:
 - 9.1. Make any Disclosure to the Media (as defined in Clause 9.4 below) regarding:
 - (i) The Programme and/or your involvement in the Programme and/or your involvement in the Selection Process for the Programme;
 - (ii) Any of the talent (including for the avoidance of doubt Mamadou Bah and any of his on screen colleagues or assistants) or other contributors to the Programme;
 - (iii) Any of the Applicants involved in the Programme;
 - (iv) The Company, Bah Media Film Production Limited, and/or Mamadou Bah (including but not limited to each of their respective executives, officers, directors, partners, principals, members, shareholders and employees, defined as "Related Parties"); and/or
 - (v) The Information (as defined below in Clause 9.5)
 - 9.2. Take, and/or provide or supply to others, any photographs or other images taken by or made available to you during the Selection Process, and/or pre-production and/or production of the Programme and/or make and/or provide or supply to others any recordings of Any kind of or concerning the Selection Process, and/or the pre-production and/or production of the Programme, including without limitation, recordings made off-air of the talent and/or Applicants;
 - 9.3. Use, publish, republish, communicate or disclose to any person whatsoever other than the Company's employees or agents whose province it is to know the same any of the Information (as defined in Clause 9.5 below) save for the purposes of this Agreement or as required by law;

- 9.4. "Disclosure to the Media" shall, for the purposes of Clause 9.1, mean any public or private statement or communication, whether direct, indirect, written or oral, "on the record" or "off the record," truthful or fictionalized, intended for use or publication, and/or foreseeably calculated to be published, in whole or in part, in any manner, by any media, including without limitation by any person or entity involved in the print, wire, internet (including social network sites such as Facebook, Twitter and YouTube) or electronic media, including journalists, newspapers, tabloids, magazines, books, internet publications, published diaries, blogs, television broadcasts, radio broadcasts, podcast or any other part of the media.
5. "Information" shall be defined for the purposes of this Clause 9 as including the following information or material, whether true or false (but presented as true) and in whatever form and however derived, whether learned directly or indirectly as a result of your engagement on or involvement with or participation in the Selection Process and/or Programme or the events or incidents surrounding or in preparation for the same (including any documents, photographs or recordings containing the said Information) namely:
- (i) All information learned by you (directly or indirectly) as a result of your involvement with the Selection Process and/or filming process or otherwise in connection with the Programme;
 - (ii) All information about the Selection Process including without limitation any results;
 - (iii) All information relating to Mamadou Bah, and or the Company Bah Media Film Production Limited (and any related parties of such parties, such as directors, executives, shareholders and employees), their businesses, finances and clients (except insofar as such information is a matter of public record at Companies House);
 - (iv) All information relating to the professional, private and/or personal (including sexual or medical) lives of, or the business and/or financial affairs of any other person involved with the production of the Programme or the application process for the Programme, including the other applicants, the contributors to the Programme (and all families and friends of such people);
 - (v) All information relating to the Programme and the making of the Programme;
 - (vi) All information relating to the Selection Process for the Programme, including without limitation interviews, auditions, and the results of any such processes.
 - (vii) Any conversation, incident or event taking place in connection with the Programme (including without limitation during the Selection Process and/or preparation of and the production of the Programme);
 - (viii) Any trade secrets, programme ideas, story, title, production methods, creative processes, locations formats, technical or financial data, and/ or other information, documentation or material whether of a confidential or proprietary nature or not (and whether put into effect or not) relating to or concerning to the Programme the Company or any Related Party or any other interested party; and/or
 - (ix) All information about the contents or existence of this Agreement (including but not limited to the fact, contents and existence of this Clause 9).
10. For the avoidance of doubt, nothing in this Agreement shall prevent the use or disclosure of Information which:
- (i) Is or has been shown in any television or public broadcast of the Programme, or
 - (ii) Was already in at the time of this Agreement, or shall thereafter come into, the public domain as the result of national press or media publication (other than as a result of breach of this Agreement or a breach of confidence or privacy).
11. You agree to hold, protect and treat as private and confidential at all times the Information and take all reasonable steps to protect the Information and to ensure that there is no unauthorised use, exploitation or disclosure of the same, including but not limited to informing the Company immediately upon becoming aware or suspecting that an unauthorised person has become aware of or intends to use, exploit or disclose any of the Information.
12. You expressly acknowledge the following:
- (i) The Information is private and/or confidential and/or the Company and or Related Parties or any other interested party (such as but not limited to Bah Media Film Production Limited and Mamadou Bah) has a reasonable expectation that it is and would remain so and/or the Company and/or Related Parties is entitled to protect this Information from being made public;
 - (ii) The Information is of great interest, business and publicity value and substantial effort and expense has been dedicated to protecting the same from the desire of or attempts made by the press and media to discover, use and exploit the same commercially;
 - (iii) The unauthorised use, exploitation or disclosure of any of the Information and/or any other breach of Clauses 9 to 12 of the General Terms may cause irreparable harm or damage to the Company and/or Related Parties or any other interested party, who shall be entitled to obtain injunctive and other relief in the most appropriate form (including but not limited to a permanent injunction or mandatory court order preventing disclosure);
 - (iv) Any breach of Clauses 9 to 12 of the General Terms may result in the Company and/or Related Parties or any other interested party having to pay professional fees, including legal fees to prevent any breach or threatened breach, or rectify any damage caused by the breach. You agree to indemnify the Company and/or Related Parties or any other interested party the full amount of money spent in preventing or rectifying any such breach or threatened breach;
 - (v) Without prejudice to any other right or remedy which the Company and/or Related Parties or any other interested party may have against you, you are liable for and indemnify the Company and/or Related Parties or any other interested party against any and all damage incurred as a result of any breach and furthermore you shall account to the Company and/or Related Parties or any other interested party for all monies, profit or other consideration or benefit that you have acquired or may acquire as a result of or in connection with the use, exploitation or disclosure of any of the Information;
 - (vi) In the event of any breach or threatened breach of Clauses 9 to 12 of the General Terms, the Company and or Related Parties or any other interested party may need to commence legal proceedings and/or seek injunctive relief against you or any third party to whom the Information has been disclosed or who has received the same, and you agree to provide full co- operation and/or to take all necessary steps to assist in any such legal proceedings or application for injunctive relief (or with a view to the same being taken or commenced); and
 - (vii) You shall not use (i) your connection with the Programme, or (ii) anything relating to the Programme (including the Programme's name, any references to contributors to the Programme, the Company, Bah Media Film Production Limited or Mamadou Bah), at any time to endorse,

promote, market and/or advertise (or otherwise provide benefit to) any goods, services or any business activities (whether directly or indirectly, including by means of any arrangements between yourself and third parties).

13. Clauses 9 to 13 of the General Terms and the rights and obligations hereunder, shall apply in full force and be binding upon you, notwithstanding any or all of the following:
- (i) The end or termination of this Agreement;
 - (ii) Whether there is a breach or purported breach of this Agreement by either the Company or yourself; and/or
 - (iii) Any term or provision contained in this Agreement (or any part there of) is declared or becomes unenforceable, invalid or illegal for any reason whatsoever, the remaining portions of this Agreement (including for the avoidance of doubt the remaining terms in the applicable paragraph) will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision, and to the extent possible there shall be agreement reached between you and the Company on an alternative provision that is not deemed unenforceable, invalid or illegal to give effect to the intention behind the execution of this Agreement.

14. **GENERAL**

14. **Data Protection:** For the purposes of the Data Protection Act 1998, the Applicant agrees and gives consent to the holding and processing of personal data relating to the Applicant in any form, (whether obtained or held in writing, electronically or otherwise) by the Producer, affiliated companies of the Producer or the broadcaster for purposes connected with the relationship hereunder including, but not limited to: verifying your age and identity, carrying out background checks with law enforcement and government agencies, taking decisions as to fitness to take part, and ensuring compliance with the Producer's legal obligations. The Producer wishes to ensure that the information it holds remains as accurate as possible. The Producer may therefore at any time request the Applicant to update the information relating to the Applicant held by the Producer and the Applicant should, in any event, inform the Producer as soon as practicable of any changes to the Applicant's personal information. The Applicant may review and update the information at any time, on reasonable notice to the Producer. The Producer may, from time to time, need to make some of the Applicant's information available to legal and regulatory authorities, lawyers and/or other outside professional advisors, and to other parties which provide products or services to the Producer (such as IT systems suppliers and medical practitioners). Some of these recipients will be located in Europe, But others may be located, or may have relevant operations located, elsewhere such as in the US or elsewhere, where data protection and privacy regulations may not offer the same level of protection as applies in the EU. However, the Producer will at all times take reasonable steps to ensure the security and confidentiality of personal data.
15. The Company shall not be liable to the Applicant for any loss or damage or injury to the Applicant or the Applicant's property or any economic loss including without limitation loss of earnings caused or suffered in connection with the Selection Process and/or the pre-production and /or production of the proposed Programme or any advice given to the Applicant by the Company or its employees, servants or contractors unless caused by the negligence of the Company and recoverable on that ground.
16. The Applicant agrees that the Contribution shall be true and original to the Applicant and shall not contain anything which is defamatory or an infringement of copyright or in contempt of court or which is calculated to bring the Programme, the Company or the commissioning broadcaster into disrepute.
17. Nothing contained in this Agreement shall constitute an undertaking by the Company to produce or exhibit the Programme or to use the Contribution or any part of it in the Programme or its exploitation.
18. The Applicant is free to enter this Agreement and hereby agrees to indemnify the Company in respect of all actions, proceedings, claims, damages and other liabilities, which may be brought against or incurred by the Company as a result of the breach of any of the Applicant's warranties, representations, obligations or undertakings contained in this Agreement.
19. The Company shall be entitled to assign the benefit of this agreement either in whole or in part to any of its subsidiary or associated companies or successors in title and/or any third party.
20. The Applicant agrees that in the event of any breach of this agreement by the Company the Applicant shall not be entitled to enjoin and/or injunction the distribution and/or exploitation of the Programmes and any legal remedy the Applicant may have shall lie in an action at law for damages.
21. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement to the extent that it confers benefits on Bah Media Film Production Limited and or Mamadou Bah but not otherwise, and it is expressly agreed that the breach of the terms of this Agreement shall entitle Bah Media Film Production Limited and or Mamadou Bah, as interested parties (and no other third party) in their own right, jointly and severally to enforce the terms of this Agreement in part or in full.
22. The Courts of England shall have exclusive jurisdiction in relation to the terms and conditions of the Agreement, which shall be interpreted according to the laws of England.

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