

Project Name: ViacomCBS Support for UNCF Scholarship Program (the "Project")

MATERIALS AND/OR LIKENESS RELEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably grants to **ViacomCBS Inc.** ("Company"), and its affiliated companies, successors, assigns and licensees (including, without limitation, event and program sponsors, advertisers, and marketing partners) (all of the foregoing, collectively, the "Company Parties") and each, individually, a "Company Party"), the right to photograph, videotape, film, record, reproduce, mention, refer to, edit, modify, add to, and otherwise exploit and/or use, and permit others to do any or all of the foregoing, alone and/or in combination with other materials and/or elements, the name(s), product(s), trademark(s), tradename(s), logo(s), photograph(s), copyrighted material(s), and/or other material(s) noted below, and/or the likeness(es) and image(s) of the undersigned embodied in the photographic work(s), if any, and in each case any and all elements contained therein (all of the foregoing, collectively, the "Material(s)"), for use in any manner (including, without limitation, as photographs, artwork, props, set dressing and/or wardrobe) in and in connection with the production, distribution, exhibition, exploitation, advertising, marketing and promotion of the Project, other sponsored or unsponsored programming, and any related or derivative versions or uses of any of the foregoing, in any and all media now known or hereafter devised throughout the universe in perpetuity.

The Material(s) (describe): Audiovisual material, and information related thereto, of the undersigned in connection with the United Negro College Fund (UNCF) scholarship program sponsored by Company.

The rights granted herein include the right to use excerpts and/or stills from the Project (which excerpts and/or stills may contain all or any portion of the Material(s)) in any other television, theatrical or other motion picture, publication or recording. The undersigned acknowledges that this release shall not put any or all of the Company Parties in a more restricted position than a member of the general public with respect to any rights in the Material(s).

The undersigned represents and warrants that: (i) the undersigned has the full right and authority, either as owner or as agent of the owner, to grant the rights granted in this release; (ii) the Material(s) are free and clear of any liens or other third party claims; (iii) no such use as authorized herein will give rise to any claims of infringement, invasion of privacy or publicity, claims for payment of any monies such as re-use fees or residuals, or any other claims; and (iv) no third-party permissions or licenses are required in connection with this release and/or any such use. The undersigned will indemnify, defend and hold harmless the Company Parties from and against any claims, damages or expenses (including reasonable costs and outside attorneys' fees) arising out of a breach of this release. Company will indemnify, defend and hold the undersigned, its successors, licensees and assigns harmless from and against any claims, damages or expenses (including reasonable costs and outside attorney's fees) arising out of a breach of this release by Company.

The undersigned acknowledges that none of the Company Parties have any obligation to use the Material(s), or any portion thereof, in or in connection with the Project, and that each Company Party may use such Material(s), or any portion thereof, in its sole discretion. The undersigned further acknowledges that any use of the Material(s) in the Project does not constitute and shall not be considered an endorsement of the Material(s) or the undersigned by any Company Party.

The undersigned will not sue, and irrevocably and unconditionally releases, waives and forever discharges, Company and its past, present and future parents and related companies, subsidiaries (whether or not wholly-owned), affiliates, divisions, officers, agents, representatives, employees, successors and assigns, jointly and individually, and all entities and persons associated with the Project (collectively, "Releasees"), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, suspected or unsuspected (including, but not limited to, for invasion of any rights of privacy, right of publicity or personality, infringement of copyright or violation of any other right), which arise out of or relate to the use of the Material(s) as set forth herein, which the undersigned (or the undersigned's assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releasees. The undersigned agrees that the undersigned shall be liable for any attorneys' fees and costs incurred by Company and/or the Releasees in connection with any claim or lawsuit brought in violation of this release.

The undersigned shall not disclose any confidential or proprietary information that any Company Party provides or to which gains access in connection with the Project. The undersigned shall not use any Company Party's name, mark, tradename, trademark, or logo (or anything confusingly similar thereto), or otherwise refer to any Company Party, in any press releases, publicity, marketing or promotional material, unless specifically authorized by Company in each case in advance and in writing and in its sole and absolute discretion.

In no event shall the undersigned have the right to enjoin the development, production, distribution, or exploitation of the Project, and the undersigned hereby waives any right to equitable or injunctive relief in the event of any breach, termination or cancellation of this release. This release constitutes the entire agreement between the parties hereto and supersedes all prior agreements, written or oral, with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the undersigned and Company. Company may transfer and assign this release or all or any of its rights or privileges hereunder to any entity or individual without restriction. This release shall be binding on all of the undersigned's successors-in-interest and heirs. This release and all questions arising under this release will be governed by and construed in accordance with the laws and decisions of the State of New York applicable to contracts entered into and fully to be performed therein, without giving effect to the principles thereof relating to conflicts of law; the parties irrevocably consent and agree to the exclusive jurisdiction and venue of the state and federal courts having jurisdiction over New York County, New York with respect to any action that any party desires to commence arising out of or in connection with this release or any breach or alleged breach of any provision of this release, irrevocably consent to personal jurisdiction by such courts, and irrevocably waive any objection as to improper venue or that any state or federal court of New York is an inconvenient forum. The parties hereby irrevocably waive, to the fullest extent permitted by law, all right to a trial by jury in connection with any dispute arising out of or relating to this release.

If you (the undersigned) are a United States resident, please see the ViacomCBS U.S. Workplace Privacy Notice available at: <https://www.viacomcbs.com/viacomcbs-us-workplace-privacy-notice>.

Your Name (print): _____

Address (city, state, zip): _____

Phone Number: _____

Email Address: _____

Signature: _____

Date: _____