

2025 AMERICAN BLACK FILM FESTIVAL
DIRECTOR'S SHOWCASE
FILM RIGHTS LICENSE AND PARTICIPATION AGREEMENT

This Film Rights License and Participation Agreement (“License”) is made as of this 28 day of December, 2024 by. between and among Chanessa Richa'rd with an address of 4723 Mascot Street Los Angeles, CA 90019 (“Licensor”), on the one hand; and **ABFF VENTURES, LLC d/b/a Nice Crowd** with an address of 4111 W. Alameda Avenue, Suite 501, Burbank, CA 91505 (“ABFF” or “Nice Crowd”) and **Walmart, Inc.** with an address of 702 SW 8th Street, Bentonville, AR 72711 (“Walmart”), on the other hand. Said Nice Crowd and Walmart are sometimes referred to herein collectively as “Licensees.”

WHEREAS, the Licensor wishes to enter a film created and produced by Licensor and titled “Three's A Crowd” (the “Film”) into the ABFF’s Director’s Showcase Competition (the “Competition”) to take place at the 2025 American Black Film Festival (the “Festival”) during June of 2025;

WHEREAS, Licensor understands and agrees that if the Film is judged to be among the finalists in such Competition it will be screened and shown at the Festival, and that the Film may be showcased by Walmart on Walmart’s YouTube® platform (“Youtube”) subject to the terms and conditions described below; and

WHEREAS, Licensor further understands and agrees that if the Film is judged to be among the finalists in such Competition, Licensor individually may be asked to appear in person as part of a commercial for Walmart and/or to have Licensor’s name, image and/or voice used in such a commercial, which may then be shown on broadcast or cable television and/or any other media of any kind, subject however, to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the Film being accepted by the Licensees for consideration and judging in the Competition and the potential rewards (both tangible and intangible) if the Film is chosen as a finalist in said Competition, the Licensor hereby grants the following rights described in this License to the Licensees upon the Film being designated as one of the finalists in the Competition, subject, however, to the following terms and conditions.

1. **Definitions.** In addition to the defined terms appearing above, the following terms when used in this License shall have the meanings ascribed to them below:
 - (a) **Film Info.** Shall mean the photographs, images and recordings of, and the names, likenesses and biographical and other information relating to the Film’s director(s), cast, and Licensor(s), as well as the Film’s Title (as that term is defined below) and all information submitted as part of the official Festival “entry form” and “Film Information Form.”
 - (b) **Stills.** Shall mean the still photographs derived from or otherwise related to the Film.
 - (c) **Title.** Shall mean the title of the Film.

- (d) Trailers. Shall mean the trailer(s) and/or edited sequence(s), and/or clip(s) of the Film.
- (e) Supplemental Materials. Shall mean any other materials submitted by or for Licensor in connection with the submission of the Film to the Competition or the Festival, including, without limitation, postcards, posters (printed or digital), social networking and other digital address links, and all other materials of any of any kind or nature whatsoever.

2. Grant of Rights.

- (a) To Nice Crowd. Licensor hereby grants to Nice Crowd and its authorized agents, a world-wide, royalty free, non-exclusive, non-transferable license to use, publish, perform, display, show, exhibit and otherwise communicate the following materials in any format: (i) the Film in its entirety to the public only in connection with public screenings of the Film at the Festival in Nice Crowd's designated Festival venue(s) and/or as part of its virtual Festival on its streaming platform, YouTube channel or its online site, including with advertising or other promotional or sponsored content preceding, accompanying or following the Film (in Nice Crowd's discretion and without consent of, or accounting to, Licensor); (ii) all of the Trailers, Stills, Film Info, and/or any Supplemental Materials in any marketing materials promoting the Festival in all media prior to and during said Festival; and (iii) all of the Trailers, Stills, Film Info, and/or any Supplemental Materials on the archival sections of Nice Crowd's web site dedicated to documenting the events occurring at the Festival and other past Nice Crowd festivals (collectively the "NC Licensed Rights"). The term of the NC Licensed Rights shall be from the date hereof until the day after the end of the Festival (including the virtual portion of the Festival), **except that** the term of the rights granted in subsection (a) (iii), above, shall be in perpetuity.

- (b) To Walmart: Licensor hereby grants to Walmart and its authorized agents: a world-wide, royalty free, non-exclusive, non-transferable license to use, publish, perform, display, show, exhibit and otherwise communicate the following materials in any format: (i) the Film in its entirety on the YouTube platform including with advertising or other promotional or sponsored content preceding, accompanying or following the Film (in Walmart's discretion and without consent of, or accounting to, Licensor); (ii) one or more clips from the Film as selected by Walmart for the use by it in one or more commercials of less than one-minute in duration (the "Commercials") that may, in Licensee's sole discretion, also include a personal appearance by Licensor and/or the use of Licensor's image, name and/or likeness; and (iii) all of the Trailers, Stills, Film Info, and/or any Supplemental Materials to be used by Licensee in any of its marketing materials promoting the appearance of the Film on its YouTube channel and in all other media. **Licensor hereby further agrees**, at the request of Walmart (in its sole discretion), to appear personally for a shoot of approximately one-day's duration (the "Licensor's Shoot"), at Walmart's reasonable expense, and/or or to allow Licensor's name, voice and image to be used, so that Walmart can create one or more Commercials, to be shown on broadcast or cable television and/or in or on any other media of any kind. (collectively the "Walmart Licensed Rights"). If such a personal appearance by Licensor and/or such use of Licensor's name, voice and image in any such Commercials is requested by Walmart, Licensor agrees, in connection

with the Licensor's Shoot, to devote up to two (2) additional days for travel to and from the site of the Licensor's Shoot, at Walmart's reasonable expense, and/or to allow Licensor's name, voice and image to be used in, any said Commercials; and as part of any said Commercials to respond to questions and/or speak about the Film, the Competition, Walmart's role in sponsoring the Competition and/or any other subject matter in a manner that is mutually acceptable to the Licensor and Walmart. Licensor and Walmart agree that Licensor will not be asked to endorse, nor will Licensor's name, voice or image be used to endorse, explicitly or implicitly, any of Walmart's stores or products. **In addition to all of the above, Licensor hereby further agrees,** upon Walmart's request, to (i) make three (3) social media posts infeed and reels, each of which is to be posted on all social media platforms on which Licensor is engaged such that one such post on all said social media will announce the Licensor's winning of the Competition, a second such post shall announce the publication of any Commercial, and the third such post shall be made from the Festival; and (ii) at the Festival to make himself or herself available for additional press conferences and a minimum of three and a maximum of five (5) interviews/engagements with Walmart's media partners. The term of the Walmart Licensed Rights as described above shall be from the date hereof until December 31, 2025.

3. **No Obligation to Use.** Licensor acknowledges that nothing in this License or Agreement will be deemed to impose any obligation on any Licensee to exploit any of the Walmart Licensed Rights or the NC Licensed rights granted to them hereunder, including without limitation, any use of the Film, Trailers, Stills, Film Info, and/or any Supplemental Materials or to use the name, voice or image of the Licensor in any Commercials as permitted hereunder (collectively the "Licensed Content"), it being expressly understood that all such uses, if any, are within the applicable Licensee's sole discretion. Each and both of the Licensees further reserve the right at any time and from time to time to discontinue, temporarily or permanently, any licensed use of any of the Licensed Content, with or without notice, and Licensor agrees that no Licensee shall be liable to Licensor or to any third party for any such suspension, modification or discontinuance of the uses of the Licensed Content hereunder.

4. **Licensee Not To Assert.** The rights granted in this License are granted to the full extent permitted under applicable laws. If Licensor has any rights in or to the Licensed Content which it is not allowed to so license or waive under applicable law (including any moral rights), Licensor hereby agrees to never assert any such rights against any Licensee, or any of their respective assigns or successors.

5. **Clearances.** Licensor is solely responsible for obtaining from all applicable individuals or entities, any and all required rights, releases, consents, clearances, licenses, assignments and other authorizations (collectively, the "Clearances") necessary or appropriate for the Licensees to fully enjoy and exploit all of the rights granted by Licensor to each such Licensee under Section 2 hereof in the manner contemplated by this License, including all Clearances required to exploit and otherwise use the Licensed Content in the manner and media contemplated by this License. Each and all of the Licensees reserve the right (but not the obligation), in its or their sole discretion, to verify that all necessary Clearances relating to the Licensed Content have been obtained prior to undertaking any exploitation or use of the Licensed Content as contemplated by this License, and Nice Crowd reserves the right to

disqualify the Film from the Competition and/or the Festival if Nice Crowd determines, in its sole discretion, that all necessary Clearances have not been obtained by Licensor.

6. Representations and Warranties. Without limiting any other representations, warranties or covenants of Licensor elsewhere in this License, Licensor hereby represents and warrants to each and both of the Licensees that:

- (a) Licensor possesses the full power and authority to enter into this License and to grant all of the rights licensed to either or both of the Licensees hereunder;
- (b) Licensor has not made and shall not make any grant of rights to anyone else which will or might impair, encumber or conflict with any of the rights granted herein or with each Licensee's full exercise and enjoyment of those rights and, in particular, the Licensed Content is clear of, and there are not and will not be outstanding at any time, any liens, claims, charges, encumbrances, Licenses, obligations or commitments to any person or entity which can or will interfere with the rights granted under this License;
- (c) Licensor is the sole and absolute owner of the Licensed Content, the copyright and all other intellectual property pertaining thereto and all rights associated with or relating to the Licensed Content, or possesses the rights necessary to allow the Licensed Content to be used by each Licensee as set forth herein;
- (d) Neither the Licensed Content nor any part of it, nor the exercise of any right granted herein, including the duplication, display, performance, distribution, or other exploitation or use thereof by or for any Licensee as contemplated by this License does, or will, infringe or misappropriate any intellectual property or other rights of any person, firm or entity, including any copyright (common law or statutory), proprietary or personal right (including any literary, artistic, dramatic, publicity, privacy, civil, statutory, common law or property right of any kind), trade name, trademark, contract, License, patent or moral right and, in particular, Licensor has obtained the Clearances from all applicable individuals and entities; and
- (e) The Licensed Content does not violate any applicable laws or regulations (including any laws governing the exploitation of images of children less than 18 years of age).

If any Licensee is notified, or reasonably believes, that the Licensed Content violates any of the above warranties and representations, Licensor understands and agrees that in addition to any other right, recourse or remedy it may have, such Licensee may block or remove, in whole or in part, such Licensed Content from any channels in which it is then being exhibited, distributed or otherwise used and inform Licensor of the violation.

7. Indemnity. Licensor hereby agrees to defend, indemnify and hold harmless each Licensee, and their representatives and successors, from and against any and all third party claims, losses, liabilities, damages, penalties and other expenses obtained against, imposed upon, suffered or incurred by such parties (including reasonable outside attorneys' fees and costs, whether or not litigation is commenced) (collectively, "Claims") arising out of or in connection with the Licensed Content, any matter or thing contained in the Licensed Content, or any breach or alleged breach of any of Licensor's representations, warranties, obligations, certifications or guarantees set forth in this License. In addition to all other remedies available to it, each of the Licensees may, in the event of any such Claim, retain their own counsel to defend against any such Claim. Licensor will not acquiesce to any judgment or enter into any settlement that adversely affects any of the rights or interests of any Licensee without the prior written

consent of the affected Licensee(s), as applicable. The obligations in this paragraph, as well as, Licensor's warranties and representations in this License, will survive termination of this License.

8. Disclaimer. NO LICENSEE WILL BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES WHATSOEVER, WHETHER IN AN ACTION BASED UPON A STATUTE, CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, RELATING TO OR ARISING OUT OF THIS LICENSE. IN ADDITION, THE LICENSEES SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO ANY LICENSED CONTENT OR OTHER MATERIALS SUBMITTED BY LICENSOR IN ORDER TO ENTER THIS COMPETITION, INCLUDING ANY SCREENING TAPES, ARTWORK, PHOTOS, PRESS KITS AND OTHER MATERIALS.

9. General. Provided that the Film is exhibited within the scope of this License, Licensor agrees that Licensor's only remedy for a breach of any provision of this License by any Licensee shall be an action for monetary damages only, and only as such damages, if any, are incurred by Licensor as a result of such breach, and in no event shall Licensor have the right to seek or obtain injunctive or other equitable relief or to enjoin the exercise of any of the rights granted hereunder. This License contains the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior agreements with respect to the subject matter hereof, and may not be altered or waived except by a writing signed by all parties hereto. Licensor will do such acts and sign, or cause to be signed, such instruments as any License may reasonably require for the purposes of giving effect to the terms of this License. Licensor may not assign or license Licensor's interest under this License, and any attempt to do so shall be null and void. If any provision of this License is held to be unlawful, void, or unenforceable, in whole or in part, as to any situation or person, the balance of this License shall remain in effect and the provision in question shall remain in effect as to all other persons or situations, as the case may be. This License shall be governed by, construed and enforced in accordance with the laws of the State of California applicable to Licenses made and fully performed therein, exclusive of its rules governing choice of law and conflict of laws. Licensor hereby consents to the exclusive jurisdiction of the federal and state courts in Los Angeles County, California for litigation of any and all disputes that may arise between Licensor and any of the Licensees. Licensor hereby consents to personal jurisdiction in said Los Angeles County.

ACCEPTED AND AGREED TO:



Licensor's Signature

Chanessa Richa'rd

Print Name of Licensor

Telephone Number: (419)370-1050