

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 Feb, 2025 by. between and among Eli Joshua Adé with an address of 171 Old Hampton Way Hampton CA 94228 ("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 "Father Time" (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.

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.

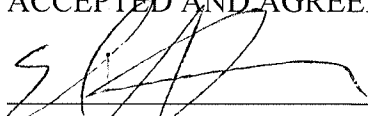
5. **Clearances.** Licensor is solely responsible for obtaining from all applicable individuals or entities, any and all required rights, releases, consents, clearances, licenses, assignments and other authorizations (collectively, the "Clearances") necessary or appropriate for the Licensees to fully 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

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

Eli Joshua Ade

Print Name of Licensor
Telephone Number: 904 476 5173