FLUENT FOREVER INC.

FLUENT FOREVER LIVE COACHING WAIVER AND RELEASE

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND FLUENT FOREVER INC. ("**FLUENT FOREVER**"), AND IS HEREBY MADE A PART OF THE TERMS OF SERVICE BETWEEN YOU AND FLUENT FOREVER. YOU MUST CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE PARTICIPATING IN ANY FLUENT FOREVER LIVE COACHING PROGRAM ("**Coaching**"). BY INDICATING ACCEPTANCE OF THIS WAIVER AND RELEASE ("**AGREEMENT"**) BY SELECTING THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18, (2) REPRESENTING THAT YOU HAVE THE RIGHT AND AUTHORITY TO LEGALLY BIND YOU, AND (3) CONSENTING TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THESE TERMS OR CANNOT MAKE SUCH REPRESENTATIONS, THEN DO NOT PARTICIPATE IN COACHING.

1. AUTHORIZATION & LICENSE GRANT. You hereby authorize Fluent Forever, its affiliates, licensees, contractors, agents, successors and assigns (collectively, "**Fluent Forever Parties**") to film, tape, and otherwise record and capture your voice, name, likeness, image, persona and any other materials that you provide or make available to any of the Fluent Forever Parties (collectively, "**Likeness Materials**") during your participation in Coaching for use in videos, audiovisual works, photographs and/or sound recordings (collectively, "**Recordings**") at a time and place determined by Fluent Forever in its sole discretion. You hereby further grant to Fluent Forever a perpetual, sublicensable, assignable, irrevocable, worldwide, royalty-free and fully paid-up license to use your Likeness Materials as embodied in Recordings, in whole or in part, in any media and by means of any transmission, distribution or communication technology, method or means, whether now known or later developed (collectively, "**Media**") for use in Fluent Forever's blog, marketing and promotional materials, internal training and communication, and lesson materials and sentence content for Fluent Forever's mobile application ("**Purpose**"). You understand that you will not receive any monetary compensation for such Recordings by Fluent Forever. You hereby waive and release Fluent Forever from any and all claims and demands arising out of or in connection with the exercise of the rights granted herein.

2. WAIVER & RELEASE. To the fullest extent permitted by applicable law, you hereby (a) waive any right to prior inspection or approval of the Recordings and any Media; (b) waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the Recordings, Likeness Materials or Media; and (c) waive, and release Fluent Forever from, any and all claims to compensation or damages based on Fluent Forever' use of your Likeness Materials in accordance with the license granted above. You represent that you have the right to grant Fluent Forever the above rights in your Likeness Materials and that the use of your Likeness Materials in the Recordings and Media does not and will not violate any contract between any other third party and myself.

3. MISCELLANEOUS. You hereby further acknowledge and agree to the following: (a) this document will be governed solely by the laws of the State of Delaware without reference to its conflict of law principles; (b) all disputes under this document will be heard exclusively in the courts in Cook County, Illinois; (c) this document constitutes the entire agreement between Fluent Forever and you with respect to its subject matter, and supersedes all prior or contemporaneous agreements between Fluent Forever and you, whether oral or written, express or implied; (d) if any court of competent jurisdiction finds any provision in this document to be unenforceable, then such provision will be severed from this document and the remaining provisions will continue in effect; (e) you may not assign this document without Fluent Forever's prior express written consent (although Fluent Forever may freely assign this document in its sole discretion); (f) this document is binding on your heirs and assigns; (g) this document may only be amended in a writing signed by Fluent Forever and you; and (h) the terms of this Agreement commence on the date you select the "Accept" button and continue in perpetuity and will apply retroactively to any Recordings made for the Purpose, and the Likeness Materials contained therein, prior to such date.