

PUBLICITY WAIVER AND RELEASE

PRO-COM PRODUCTS, INC., a California corporation and its affiliates (collectively the "**Company**") desires to use and publicize the name, likeness and other personal characteristics and private information of the individual named below ("**I**" or "**me**") for advertising, promotion, and other commercial and business purposes. In exchange for the tangible and/or intangible value I will gain by participating in the Company's publicity programs good and valuable consideration, I give the Company my permission for such use and publicity for such purposes, according to the terms and conditions set forth in this Publicity Waiver and Release ("**Agreement**").

I hereby irrevocably permit, authorize, and license to the Company and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("**Authorized Persons**"), to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use my name, image, likeness, appearance, voice,, and all materials created by or on behalf of the Company that incorporate any of the foregoing ("**Materials**") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created and any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of the Company and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to.

I hereby irrevocably transfer and assign to the Company my entire right, title, and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. I acknowledge and agree that I have no right to review or approve Materials before they are used by the Company, and that the Company has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from the Company's editing, alteration, or use of the Materials. The Company has no obligation to use the Materials or to exercise any rights given by this Agreement.

To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement and the use and exploitation of the Materials, and whether resulting in whole or in part by the negligence of the Company or any other person, covenant not to make or bring any such Claim against any Authorized Persons, and forever release and discharge the Authorized Persons from liability under such Claims.

I represent and warrant to Company that the Authorized Persons' use of the Materials and the rights and license granted hereunder do not, and will not, violate any right of, or conflict with or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required in connection herewith.

I understand and agree that the Company may provide me with an electronic scooter, hoverboard, skateboard or other similar electronic wheeled product ("**Product**"), which I may use for promotional purposes. I hereby release, waive, and forever discharge the Company and its affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns (collectively, "**Releasees**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, obligations, costs, expenses, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, in law or equity (collectively, "**Claims**"), which I ever had, now have, or hereafter can, shall, or may have against any of such

