Likeness & Voice Consent and Release

Version: 1.0 — DRAFT FOR ATTORNEY REVIEW

For: every individual whose face, body, voice or name is used to create an Avatar in OmniAgent

This Consent and Release ("Consent") is given by the individual identified below (the "Talent", "I", "me") to Whitewaters Capital, operator of the OmniAgent platform (the "Company"), and to the OmniAgent Workspace identified below and its Owner (the "Workspace Owner"). It is required before an Avatar of me may be created.

Talent: [full legal name] · [email] · [date of birth — must be 18+]

Workspace Owner: [name / company] · Workspace: [name] · Project: [name]

Avatar name in OmniAgent: [?]

1. What I am consenting to

I understand that OmniAgent will use recordings and images of my face, body and voice that I or the Workspace Owner upload (my "Likeness Material") to create a synthetic digital presenter (the "Avatar"). The Avatar can be made to appear to say and do things that I did not actually say or do, in any language, including languages I do not speak, with scripts written by people or by AI that I may never see before publication.

I knowingly and voluntarily consent to this.

2. Rights I grant

I grant the Workspace Owner and the Company the right to:

(a) record, upload, store and process my Likeness Material, including creation of biometric identifiers (face templates and voice prints) as described in the OmniAgent Biometric Data Notice, which I have received and read;

(b) create, train, modify, render and store the Avatar and any voice model based on me;

(c) generate videos, images, audio and other content featuring the Avatar ("Avatar Content"), including synthetic speech in my voice or a voice derived from it, lip-synced video, translations, and edits that change scripts, backgrounds, clothing, products and settings;

(d) use, reproduce, publish, distribute, display, perform, edit and create derivative works of Avatar Content, with or without my name, for the Permitted Uses in Section 3, on any channel and medium now known or later developed, worldwide;

(e) permit the Workspace Owner's clients, where the Workspace Owner is an agency, to use Avatar Content for the same Permitted Uses.

3. Permitted Uses and limits

Permitted Uses (check all that apply — the Workspace Owner completes this before sending):

? Advertising and promotion of the following brands and products: [?] ? Organic social content on the following channels: [TikTok / Instagram / YouTube / other: ?] ? Paid advertising (including TikTok Spark Ads, Meta Ads) for the above brands ? Marketplace listing content (TikTok Shop, Amazon, AliExpress, other: ?) ? Internal, educational or demo use ? Other: [?]

Limits. Unless I agree otherwise in writing, the Avatar will not be used: for sexual or adult content; for political, religious or social-issue messaging; to endorse products in the following categories: [tobacco / vaping /

alcohol / gambling / weapons / pharmaceuticals / financial products / other: ?]; to make statements about my personal life, opinions, health or finances presented as my own; to impersonate me in private communications; or in a way that would reasonably be considered defamatory of me.

Term. This Consent lasts from the date I sign until: ? [?] months/years, or ? until I withdraw it under Section 5. Avatar Content created before withdrawal or expiry may continue to be used for the Permitted Uses for [12] months after, after which the Workspace Owner will stop new distribution but is not required to remove content already published or embedded in paid campaigns that have ended.

4. Compensation

? I am an owner, employee or principal of the Workspace Owner and provide this Consent as part of that relationship, without separate compensation. ? I receive the following compensation: [?], under a separate agreement dated [?]. ? Other: [?]

I acknowledge that the Company does not pay me, is not a party to any compensation arrangement, and that the Workspace Owner alone is responsible for any payment to me.

5. Withdrawal and deletion

I may withdraw this Consent for future generations at any time by emailing [privacy@omniagent.cc] or [the Workspace Owner's email] with my name and the Avatar name. Within 30 days of a withdrawal request, the Company will disable the Avatar, and will delete my Likeness Material and biometric data under the Biometric Data Notice. Withdrawal does not affect the lawfulness of use before withdrawal and does not by itself require removal of Avatar Content already published, except as stated in Section 3.

I may also ask the Company at any time which Workspace holds an Avatar of me and when my Likeness Material will be destroyed.

6. Disclosure and labeling

I understand that Avatar Content may be labeled as AI-generated or synthetic where the law or a platform requires it, and that I may be identified or recognized in Avatar Content whether or not my name is used.

7. My representations

I confirm that: I am at least 18 years old; I am giving this Consent voluntarily and have had the opportunity to ask questions and to consult a lawyer; the Likeness Material is of me and I have the right to grant these rights; I am not subject to any exclusivity, union, employment or other agreement that prohibits this grant (or I have obtained the required permissions); and I will not claim that Avatar Content was made without my permission for the Permitted Uses.

8. Release

To the fullest extent permitted by law, I release and agree not to sue the Company, its affiliates, officers, employees and licensors, and the Workspace Owner, from any claim arising from the creation and use of the Avatar and Avatar Content within the Permitted Uses, including claims for invasion of privacy, right of publicity, defamation (except for content that is defamatory of me in violation of Section 3), false light, emotional distress or violation of biometric privacy laws, in each case to the extent based on the consent I give here. This release does not cover uses outside the Permitted Uses, uses after withdrawal or expiry contrary to Section 3, or the Company's breach of the Biometric Data Notice.

9. General

This Consent is governed by the laws of the State of California. It is the entire agreement about my likeness and voice between me, the Company and the Workspace Owner regarding this Avatar, except any separate

compensation agreement. If any part is unenforceable, the rest remains in effect. An electronic signature or a recorded video consent statement in the OmniAgent consent flow has the same effect as a handwritten signature.

Talent signature: Date: _

Printed name:

Workspace Owner signature: Date: _

Printed name and title:

Recorded consent statement (used in the in-app consent flow instead of a signature)

The Talent reads the following on camera, in one take, holding or showing a government ID is not required:

> "My name is [full name]. Today is [date]. I consent to [Workspace Owner name] and OmniAgent creating a digital avatar of my face and voice, and using it to make content that I did not personally record, for the uses described in the consent form I have read. I understand I can withdraw this consent at any time."

The recording is stored with the consent record and is itself Likeness Material subject to the Biometric Data Notice.

Attorney review notes (remove before publication): confirm California Civil Code § 3344 and § 3344.1 compliance (right of publicity, post-mortem); confirm whether SAG-AFTRA or state digital-replica laws (e.g., California AB 2602 / AB 1836, New York, Tennessee ELVIS Act) impose additional requirements for represented talent or require specific language; confirm BIPA "written release" sufficiency of the recorded statement; confirm the 12-month wind-down default; confirm the default prohibited categories.

Full legal name: _____

Signature: _____

Date: _____