

ARTIST ENGAGEMENT AGREEMENT

This Artist Engagement Agreement (this “Agreement”) is entered into as of October 15, 2020 (the “Effective Date”), by and between Don S. Dizon, MD (“Guest”) and Conquer Cancer Foundation of the American Society of Clinical Oncology (“Conquer Cancer”). Guest and Conquer Cancer are collectively referred to herein as the “Parties,” and each as a “Party”.

WHEREAS, Conquer Cancer wishes to engage Guest to act as host of the *Conquer Cancer Your Stories* podcast series, and Guest wishes to perform the same, all on the terms set forth herein.

NOW, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Engagement. Guest agrees to appear in a series of Conquer Cancer media recording podcasts, the *Conquer Cancer Your Stories* podcasts, during which Guest will act as host of the series by reading aloud scripts prepared by Conquer Cancer (the “Program”) and, as requested by Conquer Cancer, providing commentary. Guest agrees that all rights to the Program irrevocably belong to Conquer Cancer, and Conquer Cancer and its affiliates, including the American Society of Clinical Oncology, Inc., is permitted to do the following on a perpetual basis throughout the world:

- Record Guest’s image, likeness, voice, music, and any other sound Guest makes live or recorded for use or reproduction at a later time by digital, audio, video and/or photographic means.
- Digitize, modify, alter, edit, adapt, create derivative works, display, publicly perform, exhibit, transmit, broadcast, reproduce, exploit, sell, rent, license, otherwise use the Program for educational, internal, promotional, marketing, and/or archival purposes.
- Reproduce, by audio, video, photograph, published written materials, and/or media existing or hereinafter developed, the Program in whole or in part as many times as Conquer Cancer wishes.
- Edit, mix, or duplicate Program or any part thereof, and to use or re-use the Program in any way.
- Incorporate excerpts of this Program, as well as any biographical material concerning Guest which Guest may provide, into the marketing of the Program.
- Give away or sell copies of the Program to any person or entity.
- Distribute live or on-demand, via the Internet, television, podcast, and/or any digital media, the audio, text, visuals, and video, if any, obtained during the recording of the Program.

2. Copyright. Any copyright in the Program, Guest’s appearance therein, or materials relating to the Program shall belong solely to Conquer Cancer and not to Guest. The copyright may be assigned by Conquer Cancer to another entity, including for a fee. The Program may not be

recorded, duplicated, or used by anyone other than Conquer Cancer without Conquer Cancer's prior written consent. Guest agrees that the results and proceeds of Guest's services in connection with the Program are work made for hire for Company as defined in Section 101 of the Copyright Act of 1976.

3. Compensation. Guest agrees that Guest will receive no compensation for appearances on and participation in the Program. Any revenues received by Conquer Cancer for furnishing the Program or a copy of the recording to any other person or entity shall belong entirely to Conquer Cancer. Any revenues received by a person or entity for sale or use of the Program with Conquer Cancer's consent shall belong entirely to that person or entity.

4. No endorsement. Guest's name and likeness may be used in advertising and promotional material for the Program, but will not be used as an endorsement of any product or service without Guest's prior consent.

5. Use of Recording. Conquer Cancer has no obligation to create or use the Program or to exercise any rights given by this Agreement. Guest acknowledges and agrees that Guest has no right to review or approve the Program or related materials before they are used by Conquer Cancer or at any other time, and that Conquer Cancer has no liability to Guest for any editing or alteration of the Program, or for any distortion or other effects resulting from editing, alteration, or use of the Program. Any acknowledgment or credit of Guest in connection with the Program, if any, shall be determined by Conquer Cancer in Conquer Cancer's sole discretion.

6. Guest's Representations. Guest represents that any statements made by Guest during Guest's appearance are true, to the best of Guest's knowledge, and that neither Guest's statements or appearance will violate or infringe upon the rights of any third party. Guest represents that Guest has the rights to enter into this Agreement and perform the Program and is not restricted by any other agreement or arrangement. The undersigned represents that he/she is over eighteen (18) years of age and has the requisite authority to sign this Agreement on behalf of himself/herself and, if Guest is a minor, on behalf of Guest.

7. Liability. Guest hereby releases Conquer Cancer and its principals, officers, employees, agents, successors, heirs, assigns and affiliates from any and all liability arising out of or in connection with the making, producing, reproducing, processing, exhibiting, distributing, publishing, transmitting by any means or otherwise using the Program.

8. Miscellaneous. This Agreement is the Parties' complete understanding regarding the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without

giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

Signed:



Printed Name: DON S DIZON

Address: 275B Commerical Street, Whitman, MA 02382

Date: 10/16/2020