

## APPEARANCE RELEASE

I, \_\_\_\_\_, on behalf of myself and the minor/child, as applicable, without any legal limitation by this document authorize **CEMEX Trademarks Holding Ltd.** ("CTH"), including its respective parents, affiliates, subsidiaries, licensees, successors and assigns ("CEMEX") to make use of my appearance for the production of videos and printed materials related to the project and services of CEMEX worldwide and to the publicity and promotion of CEMEX ("the WORKS").

I, on behalf of myself and my minor/child, as applicable, agree that CTH, directly or through CEMEX or by any third party, may tape, photograph, record my voice, conversation, sounds, any performance of any musical composition(s), as well as any other type of fixation of my image that may be made including the use of my name and the name of my minor/child, as applicable (from now on the "MATERIAL"). I, on behalf of myself and the minor/child, as applicable, hereby recognize CTH as the unique owner of the results and of the incomes obtained from the MATERIAL and the WORKS, as well as that CTH and CEMEX will be able to use them complete or in part, worldwide, without any limitation in perpetuity, and CTH will have the right to grant the use of any license of the MATERIAL or the WORKS to third parties even partially or complete.

Likewise, I, on behalf of myself and my minor/child, as applicable, recognize that CTH is the owner of all the copyrights, use and exploitation of the MATERIAL and the WORKS, so I will not be able to claim royalties or any other kind of compensation for the use of the MATERIAL, the WORKS or of my appearance. I, on behalf of myself and my minor/child, as applicable, hereby waive any right to inspect or approve of my appearance, the MATERIAL or the WORKS, as well as that I, on behalf of myself and my minor/child, as applicable, waive to any kind of claim in regard to any party related to the authorization granted by this document.

CTH will have the perpetual right to authorize others to use the MATERIAL for publicity, advertising, packaging, distribution and promotion purposes of the WORKS and CEMEX products and services. There is no guarantee that the MATERIAL will be used in the WORKS and CTH has no obligation to include the MATERIAL in the WORKS. I, on behalf of myself and my minor/child, as applicable, also expressly waive any right to inspect or approve the MATERIAL and the WORKS.

I hereby declare and warrant that I have the authority to grant CTH the rights and permissions set forth herein and that this agreement and CTH's use of the MATERIAL in accordance with this document do not infringe the rights of third parties. I, on behalf of myself and my minor/child, as applicable, hereby release and hold harmless CTH and any successor, licensee, or any company to whom CTH may assign these rights, for any and all claims that may raise in connection with any use of the MATERIAL in accordance with the terms here stipulated, or the exercise of any of the rights granted in this document.

Furthermore, I state that all the comments and declarations made by myself to be used on the MATERIAL and/or the WORKS are true and neither those comments or declarations or my appearance will violate the rights of third parties, so CTH and CEMEX will not be responsible for any violation that may arise from them.

I have read, understood and agree with the contents of this document.

**Print Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Print Name of Minor/Child:** \_\_\_\_\_ **Age of Minor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Signature:** \_\_\_\_\_