

AUTHORIZATION FORM

To be completed for all press releases involving Venture Capital or Private Equity companies, ICO, deal, contract, acquisition, partnership or other venture - whether there is an economic exchange involved or not, for any amount of money, disclosed or undisclosed.

This authorization form (the "Agreement") is entered into between Newswire ("Company") and _____ ("Client" - typically the source organization) on _____, 20__.

Client hereby authorizes Company to issue press releases on its behalf. By signing below, Client confirms it has read, understands and agrees to be bound by the below terms of service, for any future press release it distributes through the Company.

1. You are responsible for the content and accuracy of all news copy and other information, in any format now known or hereafter developed, including, without limitation, textual, photographic, video and audio files and URLs (collectively, "Content") submitted to Company for distribution over Newswire ("Newswire") service. Neither Company nor Newswire is responsible for verifying any facts contained in Your Content. You represent and warrant that: (i) You have the right to deliver and distribute all Content submitted, (ii) You will comply with all applicable laws, rules and regulations, including but not limited to the Children's Online Privacy Protection Act of 1998 and laws relating to "spam", including obtaining all required authorizations from recipients in connection with distribution lists provided by You and with respect to any data provided by You concerning individuals; You have received the consent of such individuals to such use and transfer, (iii) no Content submitted by You will contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or which violates any copyright, right of privacy or publicity or other right of any person, and (iv) the Content will not contain any viruses, scripts, macros, or programs or links to macros, scripts, programs, or any code that alters, destroys or inhibits the operation of, or infiltrates, computer systems or data run through such computer systems. You shall indemnify and hold harmless Company, their respective affiliates and agents, and those licensed or otherwise authorized by Newswire to process, transmit or distribute Content, from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or relating to any breach by You of the foregoing representations and warranties or otherwise arising out of or relating to the Content.
2. Company reserves the right to reject or edit copy or other information when necessary in Company's sole judgment, provided that no material substantive edits will be made without Your consent. You grant Company a royalty-free perpetual license and right to reproduce, distribute, translate, archive and create derivative works of the Content.
3. Company is not warranting or ensuring that Company's services will be free from errors, including omissions, interruptions, delays or other timing errors, losses or defects, whether human or mechanical. Company will not make any warranties, express or implied, as to its services, including but not limited to any warranties of merchantability or suitability for print or broadcast. The liability of Company

shall be limited to the refund by Company of the fees paid in connection with the service at issue, and in no event will Company, or their respective affiliates or agents be liable for any indirect, consequential, special, exemplary or incidental damages regardless of the form of action, damages, claim, liability, cost or expense whether in contract, statute, tort (including, without limitation, negligence) or otherwise. Company will endeavor to correct any error promptly upon discovery. Company shall not be liable for any delay or non-performance arising from any cause beyond its reasonable control, including, without limitation, acts of God, governmental acts, war, fire, terrorism, civil commotion or industrial disputes.

4. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware. If any provision of this Conditions of Service is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Any dispute arising under or related in any way to this Conditions of Service shall be adjudicated in a court of competent jurisdiction in the State of Delaware.

For Client:
Company Legal Name: _____

Address: _____

Additional authorized sender(s) for your company - authorized to issue press releases for distribution on its behalf: Name, Cell, Email: _____

Primary Authorized Sender Signature: _____

Print Name: _____

Position/Title: _____

Email: _____

Office & cell phone numbers: _____

Date: _____

