

1. By providing my story, quote, anecdote, and/or personal biographical information (collectively, "Materials") and clicking submit I hereby grant Pearson Clinical Assessment, a business of NCS Pearson, Inc., including its respective successors, assigns, assignees, grantees and licensees (collectively "Company"), the unrestricted permission, right and license to use Materials and to reproduce, exhibit, broadcast, advertise and exploit all or any part of the Materials in perpetuity throughout the world in any medium or format whatsoever now existing or hereafter created media as chosen by the Company.

2. **Ownership.** Company shall be the exclusive owner of all rights, including copyright, in the Materials. I hereby irrevocably transfer, assign, and otherwise convey to Company my entire right, title, and interest, if any, including moral rights in and to the Materials. I acknowledge and agree that I have no right to review or approve Materials before they are used by Company, and that Company has no liability to me for any editing or alteration of the Materials including publishing my story, quote, or anecdote under a pseudonym.

3. **Waiver of Claims and Damages.** 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, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, 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, arising directly or indirectly from the Company's exercise of their rights under this Agreement.

4. **Representations and Warranties.** I represent and warrant to Company that:
- i. I am at least eighteen (18) years of age;
 - ii. I have full right, power, and authority to enter into this Agreement and grant the rights hereunder;
 - iii. That my participation is in compliance with any code of conduct that I may be subject to;
 - iv. I will provide only true and correct statements and other information in connection with my submission; and
 - v. Company's use of the Materials do not, and will not, violate any rights (including without limitation copyright, trademark, trade secret, right to privacy, or right of publicity) of any other person or entity.

5. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. I have not relied on any statement, representation, warranty, or agreement of Company or of any other person on Company's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement.

6. **Enforceability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7. **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 State of Minnesota without giving effect to any choice or conflict of law provision or rule, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.