

THE BALANCE GUIDE
SUBMISSION RELEASE & USE OF MATERIALS AGREEMENT

This Release and Use-Of Agreement s made on this the _____ day of _____, 2012 by: _____ (“Submitter”) with regard to the submission of a _____, titled, _____ (the “Material”) for review and use by The Balance Guide and The SharpStart, Ltd. (“TBG”). Submitter understands and agrees that the execution of this Release is a prerequisite to TBG’s review and use of any materials submitted.

In consideration of TBG’s review of the Material, Submitter hereby agrees as follows:

1. Any submission is made with the understanding that TBG shall give the Material such consideration as it merits in TBG’s sole and final judgement. TBG is under no obligation to Submitter to use the Material or to reveal to Submitter any details of TBG’s actions in connection with TBG’s review of the Material.
2. Consideration of the Material is not an admission by TBG of the novelty, propriety, or originality of the Material. TBG shall not be obligated to further consider Submitter’s Material or to negotiate with or enter into an agreement with Submitter pertaining to the Material. However, any use of the Material by TBG will be without compensation to Submitter, other than distinct and explicit acknowledgement of Submitter’s authorship, ownership, as well as links (if in existence) to Submitter’s website or other electronic medium.
3. Submitter understands and agrees that TBG must disclose the Material to various employees, and possibly even to those outside TBG, to determine the Material’s value. It is understood that no confidential relationship is entered into by reason of TBG’s consideration and/or use of the Materials or by reason of discussions at any time between TBG and Submitter.
4. Submitter hereby represents and warrants that:
 - a. Submitter is the originator of the Material, that the Material is solely owned by Submitter and that no other person, firm, or corporation has any right, title or interest therein.
 - b. Submitter grants a non-exclusive, royalty-free, compensation-free use of the Materials, without any time limit, for the use of the Balance Guide and its related materials, presentations and other forms of publication in which the Balance Guide is produced. TBG shall be entitled to use the Materials in any form, reproduction method, in part or in whole within the scope of the Balance Guide
 - c. TBG’s review of the Material shall not violate any personal or property rights of any third party including, but not limited to, rights of privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the Material or TBG’s review thereof constitute defamation, libel, or slander against any third party.
 - d. No persons other than those signing below or executing a separate but contemporaneous Release with respect to the Material have any rights in such Materials inconsistent with Submitter’s agreement hereunder.
5. Submitter agrees to indemnify, defend, and hold harmless TBG from and against any claim, loss, obligation, liability or expense including reasonable attorney’s fees that may be asserted against

Initials Submitter: _____ TBG: _____
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or incurred by TBG in connection with the Material submitted hereunder, or any breach of any representation, covenant, or warranty made by Submitter hereunder.

6. This Release and Use-Of Agreement constitutes the entire understanding of Submitter and TBG as of the date hereof. Any modification or waiver hereunder or termination hereof must be in writing and signed by both Submitter and TBG. The invalidity of any provision hereof shall not affect the remaining provisions. The representations, warranties and indemnities herein shall survive the termination, execution, completion or expiration of this Release.
7. Submitter has retained a copy of the Material and agrees that TBG shall not have any obligation to return the submitted copy of the Material to Submitter and that TBG shall be under no obligation for any loss or damage to such copy.

AGREED AND ACCEPTED:

SUBMITTER:

Print Name: _____

Signature: _____

Address: _____

Telephone #: _____

Fax #: _____

E-mail: _____

TBG:

TCT Authorized Signature

Date

Title of TCT Authorized Signatory