



CUSTOMER MEDIA CONSENT AND RELEASE

I, _____ from _____ (“Customer”), confirm that I am authorized to act for and on behalf of Customer and am willing to act as a reference for Bender Electronics, Inc. and its affiliates (“Bender”).

I, for and on behalf of Customer, hereby give Bender permission to use Customer’s name and other identifying information as part of the Bender sales and marketing activities and related reference materials that Customer and Bender mutually approve.

- 1. Consent, Release and Waiver.** I, in my individual capacity to the extent my name or likeness is used, and in my representative capacity on behalf of Customer, grant to Bender Electronics, Inc. (“Bender”), its parent, subsidiaries, affiliates, successors and those acting with its authority (all of the foregoing parties collectively referred to as the “Bender Group”), with respect to all elements of my reference including all text, names, likenesses, artwork, images, my Customer name, Customer logo, trademark or trade name (collectively, my “Reference”): all copyrights and derivative rights in my Reference and a non-exclusive, perpetual right to use, publish, re-publish or reproduce my Reference for promotional purposes.

Bender will first obtain Customer’s approval of the initial use of Customer’s Reference, logos, video/images and final content (collectively, “Approved Content”) by submitting a sample final product prior to public release. Once approved, Customer and I agree that the Approved Content may be published to www.benderinc.com and any or all of Bender’s social media sites. By signing this Consent and Release, Customer and I also agree that Bender may also distribute the Approved Content internally and to any of its affiliates within the Bender Group, distribute it in print, display it, or play it at trade shows, and/or publish it in other marketing collateral or mediums. Customer and I understand that neither Bender nor any of the Bender Group entities will compensate me or Customer in any way for our participation in these sales and marketing efforts or our reference. I irrevocably waive any claim against Bender and any of its affiliates within the Bender Group relating to the use of my Reference and the Approved Content and promise not to bring any such claim or action in the future. I also understand that the Approved Content will become the property of Bender.

Finally, Customer and I understand that Customer and/or I can send an email to Bender at marketing@bender-us.com at any time stating my/our desire to revoke this Consent and Release, and that Bender will cease using and remove any Approved Content as soon as is practicable. Any questions Customer and/or I have about how or where the materials might be promoted or were deployed can also be sent to marketing@bender-us.com.

Representations. In giving my Reference and authorization of the use of the Approved Content I represent that (i) I am the owner or an authorized representative of my business and that I have the power and authority to grant this consent and release, and (ii) my Reference and the Approved Content will not violate the rights of any third party or give rise to any claim that another party’s rights have been or will be violated as a result of Bender’s use or publication of said materials. I understand and agree that I will be liable to Bender for any damage or cost (including reasonable attorney fees) it or its affiliates may suffer arising out of their use of my

Reference and the Approved Content. I also understand that Bender is not obligated to publish my Reference or the Approved Content and that if it does, neither I nor the Customer will receive royalties from Bender or any of its affiliates within the Bender Group.

- Miscellaneous.** This Consent and Release is the entire agreement between me, Customer and Bender regarding my Reference and the Approved Content. It supersedes any previous written or oral communications, and may not be changed in the future without both Bender and me agreeing to the change in writing. If any part of this Consent and Release is found to be invalid, that invalidity shall not affect the remainder of this Consent and Release. This Consent and Release shall be governed by the laws of the Commonwealth of Pennsylvania and I, individually and on behalf of Customer, consent to exclusive personal jurisdiction and venue of any dispute related to or arising from this agreement in the state or federal courts located in Chester County, Pennsylvania.

Customer Name

Signature and Job Title,
Individually and as Authorized Representative

Date