

NewTek, Inc

Demonstration Content Permission and Release (Limited)

The undersigned Company is providing to NewTek and its agents the following content for demonstration use:

Company grants permission to NewTek, and releases NewTek, to use the described content (Content), in its entirety or in part for promotional and demonstration purposes, anywhere. The Content is to be used on a non-exclusive basis for PR, promotional and marketing purposes only and is not to be used for resale. Use includes the rights necessary to demonstrate, including the right to copy, duplicate, perform, modify and display the CONTENT by NewTek so as to carry out or provide the Demonstration. Demonstration may include Trade Shows & Events, website video and Demonstration Discs to be distributed, unless otherwise limited in writing by Company.

Company represents and warrants it has the rights to grant this permission, and agrees to indemnify and hold harmless NewTek (and its subsidiaries, affiliates, successors, assigns and licensees, and each of their respective officers, directors, shareholders, employees, agents and other representatives) therefore., and from and against any and all third party claims, liability, losses, damages, costs, expenses (including attorneys' fees), judgments and penalties of and/or by third parties, except to the extent that any of the foregoing arise from a breach of this Agreement by, or the willful misconduct of, NewTek. This Agreement does not, and shall not be deemed, to make any party hereto an agent of any other party, or create a partnership or venture between the parties

NewTek is not obligated to use the Content.

NewTek does not obtain any ownership rights by granting this Consent.

Agreed to and accepted by,

Signature _____

Name _____

Company _____

Address _____

City _____ State _____ Zip/Postal Code _____

Phone _____ Fax _____

Email _____