

PUBLICITY CONSENT AGREEMENT

Appigo Third Party Apps

Before Appigo will list your application on the Todo Third Party Apps webpage (<http://www.appigo.com/todo/third-party-apps>), Appigo must receive from you this signed PUBLICITY CONSENT:

I, either individually or in conjunction with other eligible persons signing this Affirmation of Publicity Consent, do hereby declare, represent, and warrant that I am the rightful owner, or that my employer is the rightful owner, of the iPhone application (the "Application") and declare that all trademarks, copyrights, and/or patents associated with the Application are legally owned by me or my employer. I have submitted information about this Application to Appigo, Inc. ("Appigo") for consideration of the Application being listed in conjunction with Appigo's Third Party App Integration, which may include, but not limited to, Appigo's website, software applications, and/or promotional materials relating to Appigo's Third Party App Integration program. To the best of my knowledge, I have the authorization of my employer (if applicable) to submit this Application.

I further declare, represent and warrant that I have not infringed on any third party rights, including copyrights, trademarks and rights of privacy and publicity, and that I have obtained the necessary written release(s) or permission(s) to use any third party rights or intellectual property, including the image(s) of any identifiable person(s), all copyrighted material, including but not limited to all music and all trademarks appearing in my Application. I agree that Appigo has the right to verify the ownership and originality of my Application and that upon Appigo's request, I shall submit a written copy of any release or permission I have received from a third party granting me the right to use such property. I understand that in the event my ownership rights and the originality of my Application cannot be verified to the satisfaction of Appigo may refuse to include information about the Application in any listing.

I understand that upon receipt, information I supply about the Application become the property of Appigo without monetary compensation to me and will not be returned. I will retain ownership of my intellectual property rights in my Application, subject to Appigo's rights to reprint, display, reproduce, perform, and exhibit my Application for advertising and/or promotional purposes.

I hereby grant permission to Appigo or anyone authorized by Appigo to use statements, quotes, testimonials, photographs, designs, models, software, and/or any other material(s) provided by me as part of my Application submission to Appigo, as well as my name, photograph, likeness, and, if applicable, the name of my company and affiliation, for advertising and/or promotional purposes without any additional compensation to me, unless otherwise prohibited by law.

(If you are a resident of Tennessee or any province or country that prohibits this as a condition of entry, you may complete this Affirmation without agreeing to this provision. If this applies to you, select the "This provision is VOID" checkbox below before completing this Affirmation and submitting it to Appigo.)

This provision is VOID

I further agree that, should I decide to release an update of my Application on the App Store which removes integration with an Appigo iPhone application(s), I shall notify Appigo when I submit the Application update to Apple's iTunes Connect. I

agree that Appigo may remove my Application listing from any promotional list at any time after receiving such notification.

I understand that Appigo has the right to never list my Application in any promotional listing for whatever or any reason. I also understand that Appigo may remove my Application listing for whatever or any reason at any time. Should my Application be removed from an Appigo listing, I understand that Appigo may do so without warning or notification.

To the extent permitted by law, I understand that these terms shall be interpreted in accordance with Utah law, without giving effect to choice of law provisions. All disputes concerning these terms shall be adjudicated in the federal or state courts having jurisdiction over Utah County, Utah, USA, and I hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution.

Company/Entity

Application(s)

Signature

Printed Name and Title

Date

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