

# Performance Gallery

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## Testimonial Release Form

For valuable consideration of ExxonMobil Lubricants & Petroleum Specialties Company, a division of Exxon Mobil Corporation ("ExxonMobil"), receipt of which I hereby acknowledge, I agree as follows:

1. I give and grant for a period of three years (referred to as the "Term") to ExxonMobil the right to use, publish and copyright my name, voice, picture, portrait, likeness, subject to Section 5, the accompanying testimonial statement in all media and types of advertising and promotion of Mobil or Mobil 1 motor oil, a product or service of ExxonMobil.
2. I agree that all photographs (including, without limitation, still photographs, videotape or digital reproductions) of me taken and use by ExxonMobil or ExxonMobil's authorized representatives or contractors are owned by ExxonMobil and that ExxonMobil may have copyright material containing same. If I receive any print, negative or other copy of these photographs, I will not authorize its use by anyone else
3. I agree that no advertisement or other material need be submitted to me for any further approval and I hereby release ExxonMobil and its authorized representatives and contractors from any liability arising out of any distortion or illusionary effect resulting from the publication of my picture, portrait, likeness or testimonial statement.
4. I warrant and represent that this license does not in any way conflict with any existing commitment on my part. I have not previously authorized, nor will I authorize or permit for the Term of this agreement, the use of my name, picture, likeness or testimonial statement in connection with the advertising or promotion of any product or service competitive or incompatible with Mobil or Mobil 1 motor oil.
5. I further agree that ExxonMobil has the right to attribute the accompanying testimonial statement (or testimonial statements in different words which have substantially the same meaning) to me, which is an expression of my personal experience and belief.
6. I agree that to the extent to which I require a product or service in its category, I will continue to use ExxonMobil's product or service during the Term of this agreement.
7. Nothing in this agreement constitutes any obligation on the licensed parties to make any use of any of the rights provided under this agreement.

I agree

I do not agree