

The purpose of this document is to be a consent form for respondent participation in the concept testing, in order to get feedback from them on the proposed communication ideas (“creative concepts”) for the national media campaign. Responses are voluntary and will be kept private.

## **RESEARCH AND FILM CONSENT**

I understand that the company for whom Nimble Insights, Inc. is conducting this consumer research (the “Company”) considers this and any other consumer research we conduct for the Company, including but not limited to any part of that research, and the information that is related to that research (collectively, the “Research”) to be confidential and owned by the Company. I further understand that I will be compensated for my participation in the Research.

In consideration of my being permitted to participate in the Research and of the opportunity to receive compensation therefore, on behalf of myself and the members of my household, I agree as follows:

1. I will not disclose the Research to anyone other than representatives of Nimble Insights, Inc.; and
2. I will not use any audio and/or visual recording devices during the Research; and
3. All right, title, and interest in the Research and the results thereof, including, for example, all copyrights, trademarks, patents and other intellectual property rights, are owned by the Company, and that the Company has not granted me any right, title or interest in the Research or the results thereof, or any portion of either; and
4. All of my responses and comments, including any ideas that are discussed and/or generated as a result of my participation in the Research (collectively, “My Responses”) are works made for hire for the Company, and as such are owned by the Company and, if ownership of My Responses does not for any reason vest in the Company, I then irrevocably transfer and assign all of my right, title and interest in My Responses to the Company; and
5. I specifically acknowledge and agree that the Company may, in any manner that it desires, use My Responses including, for example, sharing My Responses with others. Any usage or sharing of My Responses would be anonymous (not be identifiable to an individual respondent); and
6. The Company is intended to be a “third party beneficiary” of this Agreement, and as such is entitled to enforce any and all of its terms
7. My contact information will remain confidential and will not be sold or distributed to a third party.
8. I am aware that the session I am participating in will be audio and/or video recorded for research purposes only. It will never be sold to a third party.

**Check One:**

I AGREE

I DO NOT AGREE



NIMBLY

**Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_