



RELEASE FORM

Abbott

Lingo Sensing Technology Unlimited Company (registered no. 731659) (an Abbott company) whose registered office is 70 Sir John Rogersons Quay, Dublin 2, D02 R296, (referred to as “Abbott” or “us” or “we” or “our”).

For good and valuable consideration, the receipt and sufficiency of which you “Contributor” hereby acknowledge, we write to confirm your agreement to provide us with the information and materials described herein (“**Content**”) as follows:

1. You agree to the filming, photography and recording of your image, voice, performance and/or likeness (together “**Image**”) by Abbott, its affiliates and agents, in any and all media (“**Recordings**”) and hereby grant Abbott, its affiliates, licensees, agents, successors and assigns a worldwide, non-exclusive, sub-licensable, royalty-free (to the extent permitted by applicable law) license to use, copy, process, reproduce, adapt, modify, publish, transmit, display, make available to the public and distribute the Content in any and all online and offline media now known or hereinafter created for the entire duration in which the Content is protected by intellectual property and/or personality rights.
2. You acknowledge that Abbott, its successors and assigns, shall be the sole owner of the Recordings and any and all materials (and all rights therein, including the copyright to the extent permitted by applicable law) produced using your Image, Recordings and/or Content pursuant to this Release (“**Materials**”).
3. You understand and agree that the Content and the Recordings, including any personal information, may be used in connection with any of Abbott’s or its affiliates’ commercial or non-commercial purposes including, without limitation, its presentations, press conferences, printed publications, promotional materials, websites, testimonials about its products, and in the advertising of its goods and/or services, throughout the world.
4. Where legally permitted, you hereby assign to Abbott or waive any so-called ‘moral rights’, ‘performer’s rights’ and similar rights you have in the Content, the Recordings and the Materials, including any rights that you may have to inspect and/or approve of any of the uses of the Content, the Recordings, and/or the Materials. You, on behalf of yourself and, to the extent permitted by applicable law, your heirs, executors, administrators, successors and assigns, hereby release and agree to hold harmless Abbott and its affiliates from any and all claims for damages arising under this Release.
5. We shall take steps to protect personal information that may be included in the Content, the Recordings and/or the Materials in accordance with applicable laws.
6. You hereby represent and warrant to Abbott and its affiliates that: (a) you are at least eighteen (18) years of age or are represented by your legal guardian who is at least eighteen (18) years of age; (b) you have the right to provide the Content; (c) providing the Content does not violate any rights of any third party or policy, rule or confidentiality obligation of your employer or any other third party; (d) the Content is true, correct and complete and not deceptive or misleading; and (e) the Content is an accurate representation, and any testimonial provided as part of the Content reflects your honest opinions, findings, beliefs or experiences.
7. The parties agree that: (1) nothing contained in this Release shall be construed as making any party an agent or employee of the other; (2) Abbott has no obligation to make use of any of the rights set forth

herein and does not undertake to broadcast, exhibit or otherwise exploit the Materials; (3) the Contributor is not owed any monetary or other consideration for use of the Content, Image or Recordings, other than as set out in this Release; and (4) this Release may be freely assigned by Abbott.

8. You agree that to the extent permitted by applicable law, this Release shall be binding upon your heirs, executors or assigns.

9. This Release and any non-contractual dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Release or its subject matter or formation.

10. In the event that a translation of this agreement is prepared and signed by the parties, this English language version shall be the official version and shall govern if there is a conflict between the two.

Privacy Statement

You acknowledge that Abbott will collect, use and otherwise process your personal information as follows:

- **Data controller.** Abbott shall be the controller with respect to processing (which includes collecting, holding, using and disclosing) of any personal information obtained from you. We can be contacted using the details provided at the top and below.
- **Personal information we collect.** You may provide certain personal information when you provide us with the Content. This could be your image, voice, photos of yourself and any other information contained in the Content that identifies you. You also provide personal information when you sign this Release, including your name, employer name (where applicable) and address. Your personal information may also form part of any Recordings or Materials. If you do not provide us with, or authorize us to collect, the personal information we may request from you or require from time to time, we may not be able to perform our obligations under this Release or any contract we may have with you.
- **How we use your personal information.** We process your personal information for the purposes of:
 - performing our obligations as set out in this Release (which includes processing of information concerning your contribution in the Content, the Recordings and/or the Materials);
 - contacting you (or others on your behalf, where applicable) in connection with your provision of the Content, or the creation of the Recordings and/or the Materials under this Release;
 - enabling the creation, distribution, broadcast or other use of the Materials (which includes processing personal information in the Content and the Recordings, such as images, video and/or audio relating to you). Such processing shall include, where necessary, sharing your personal information with relevant third parties involved in the production of the Recordings and the Materials;
 - complying with any legal obligations, including processing of personal information relevant or potentially relevant to a dispute or legal proceeding affecting us; and
 - maintaining appropriate business records during and after the provision of Content and the Recordings.

We process your personal information as set out above where it is (a) necessary to perform our contract with you, (b) necessary for our legitimate interests to manage and administer our business effectively (where we consider that our legitimate interests do not override your own interests, rights and freedoms), and/or (c) to comply with our legal obligations.
- **Whom we share your personal information.** As mentioned above, we may share your personal information with third parties who are involved in the production of the Recordings and the Materials. These third parties will act as processors, processing the information on our behalf and not for their own purposes, and provide sufficient guarantees to ensure the protection of your personal information. We may also share your personal information internally within the Abbott group of companies for the purposes of production, marketing, distribution, administration or management.
- **Transfers of personal information.** We may transfer your personal information outside the territory in which you reside to other Abbott group companies or to third party processors (as set out above) in the US and other jurisdictions in which we are established, where the level of data protection may be lower than that in your country. Whenever we transfer your personal information outside the territory in which you reside and where the law in your country requires, we ensure a degree of protection essentially equivalent to that provided in your country, by implementing appropriate safeguards. These safeguards may consist of standard data protection

clauses. Please contact us at privacy@abbott.com if you want further information about the specific mechanism we use to transfer your personal information.

- **Security.** We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed.
- **How long we keep your personal information.** We will keep your personal information for no longer than is necessary for the purposes for which it is processed and in accordance with applicable national law. Some information, such as production footage of your contribution in the Recordings and the Materials, may be held indefinitely (where legally permitted) because we have an ongoing legitimate interest in retaining this.
- **Your rights in your personal information.** Depending on the country in which you reside, and under certain circumstances, you have the right to request access to, correct, delete, port, restrict processing of and/or object to processing of, your personal information. Please contact us at privacy@abbott.com if you want to make any requests relating to our processing of your personal information. Please note, however, that once you have contributed to the Recordings and the Materials, it is very difficult to remove you from them and we rely on our legitimate interests to retain your contribution in the Recordings and the Materials as stated above.
- **Contacting the DPO.** We have appointed a Data Protection Officer (“DPO”) in the EU and you can find their contact details, as well as details for our local EU DPOs, on our website at <http://www.eu-dpo.abbott.com/>, or at eu-dpo@abbott.com. For all non-EU countries, you can contact us at privacy@abbott.com. In all communications to Abbott, please try to include a copy of this form, and a detailed explanation of your request. If you would like to exercise any of your rights, and are contacting us by e-mail, please include the applicable request in the subject line of the e-mail. For example, Subject: “Information/Access Request”.
- **How to complain.** We will do our best to respond to all reasonable requests in a timely manner and always in accordance with our internal policies and applicable law. Please note there may be circumstances where Abbott is entitled to withhold information, for example, where it may affect the rights and freedoms of others. Should you remain unsatisfied with our handling of your request, you have the right to make a complaint at any time to your local data protection supervisory authority.