



CONSENT AND RELEASE

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby agree to the following terms and conditions:

I hereby irrevocably consent and authorize Sysmex America Inc., and its legal representatives, affiliates, licensees, successors, assigns, and any agent acting on behalf thereof (collectively, "**Sysmex**"), the unrestricted right (but not the obligation) to take, create, develop or obtain photographs, motion pictures, drawings, portraits, videos, audio, and other depictions or reproductions of me, my name, persona, likeness, biographical information, voice, words, quotations, or actions (including performances by me of works or compositions, musical or otherwise), in which I may be included, in whole or in part ("**Materials**").

I hereby irrevocably grant to Sysmex, in perpetuity, the worldwide, right and license, in all forms of media, now or hereafter known, to publish, reproduce, distribute, publicly display, publicly perform, exhibit, transmit, broadcast, exploit, create derivative works or otherwise use and copyright the Materials and to prepare, use and copyright derivative works of the Materials, in each case, for any lawful purpose, including internal Sysmex use (such as a directory, safety precautions, name badges, scan cards, etc.), external Sysmex use (such as a Company website, blog post, social media application or post, etc.), Sysmex commercial use in promotion, advertising and trade in any format, such as, print, electronic, Internet, etc., with my own name or any fictitious name, without restriction as to alterations, changes, or distortions (e.g., in character, form or context) and in any manner as Sysmex deems appropriate, without further compensation to me. As between the parties, the Materials shall be Sysmex's sole property and I forever relinquish all rights, title and interest I may have therein. I will not make any public statement concerning use of the Materials without obtaining prior written approval of Sysmex. If the Materials include a testimonial, I represent and warrant that: any statements or endorsement made by me will be factually accurate and represent my honest and personal opinions, findings, beliefs, or experiences; I was not compensated in exchange for the testimonial (although I may have received a nominal reimbursement for my time and expenses); and there exists no material connection between myself and Sysmex.

I hereby waive any rights of privacy and/or publicity that I may have and all so-called "moral rights" and all similar rights throughout the world with respect to the Materials and the use thereof; and any right that I may have to inspect or approve the Materials or any finished materials, products, advertising copy, etc. that may be used in connection with the Materials or the use to which the Materials or the finished product or copy may be applied.

ON MY OWN BEHALF, AND ON BEHALF OF MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, I HEREBY FOREVER RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS SYSMEX FROM ANY AND ALL CLAIMS (INCLUDING THIRD-PARTY CLAIMS), LIABILITIES AND DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CONSENT, AUTHORIZATION, WAIVER, RELEASE, AND RIGHTS AND LICENSE GRANTED HEREUNDER, OR THE EXERCISE THEREOF, INCLUDING FOR ANY ACT OR OMISSION OF SYSMEX, OR CLAIM OF ALTERATION, OPTICAL ILLUSION OR FAULTY MECHANICAL REPRODUCTION AND LIKEWISE WITH RESPECT TO ANY DISTORTION OR ILLUSION IN AUDIO OR VISUAL REPRODUCTION.

This contains the entire understanding between me and Sysmex regarding the subject matter hereof, supersedes all prior understandings, may not be modified, except by a writing signed by both parties, and shall be construed in accordance with the laws of the State of Illinois, without reference to any conflicts of laws principles.

Name (print): _____

Address: _____

City: _____

State/Zip: _____

Phone and Email: _____

Signature: _____

Date: _____

Acknowledged and agreed by:

Sysmex America Inc.

Andrew R Hay

Signature

Andy Hay
Printed Name

Executive Officer, Sysmex Corporation – President, SAI
Title