

MOBILION CAN YOU SLIM IT? WIN A MOBIE AND FIND OUT! CONTEST

Official Contest Declaration and Release Form

1. I acknowledge that I must read, complete, agree with entirely, and execute this Official Contest Declaration and Release Form (this “**Declaration**”) to be eligible to receive the prize in connection with the “Can you SLIM it? Win a MOBIE and find out!” contest (the “**Contest**”) being run by MOBILion Systems, Inc., a Delaware corporation (“**MOBILion**”).
2. I was at least eighteen (18) years old at the time that I entered the Contest.
3. I am authorized to sign this Declaration on behalf of [*insert entity/institution name*] (the “**Institution**”), which is incorporated or registered to do business in, and physically located within, the United States (excluding Arizona, Hawaii, and Idaho) or within Canada (excluding the Province of Quebec) with a principal address at [*insert address*].
4. I am a legal resident of, and physically located within, Canada (excluding the Province of Quebec) or the United States (excluding Arizona, Hawaii and Idaho). Specifically, I am a legal resident of, and physically located within, [*insert location*].
5. I do not appear on the United States Department of Treasury’s Specially Designated Nationals List.
6. I am not an employee of MOBILion, or any of its affiliates, subsidiaries, authorized distributors or resellers or agents, nor am I an immediate family member of any such employee.
7. I have complied with the official contest rules, and I agree to accept the prize.
8. I agree that the Institution will execute an Equipment Loan Agreement (the “**Equipment Loan Agreement**”) with MOBILion and will return or purchase the MOBIE instrument (the “**Equipment**”) after the one (1) year loan term in accordance with the conditions of the Contest and the Equipment Loan Agreement.
9. I agree to meet with a MOBILion representative and an Agilent Technologies, Inc. (“**Agilent**”) representative on a monthly basis to ensure that the Equipment is being used for the application as described in the entrant’s submission to MOBILion in connection with the Contest.
10. The prize under the Contest is awarded to the Institution where the entrant is currently conducting his or her research project. The contact information for the Institution is as follows: [*insert name, email address and phone number for Institution contact sponsoring project.*]
11. I represent and warrant that I and/or the Institution own all rights in the entry and its Content, where “**Content**” includes the text, graphics, photos, sounds, music, videos, audiovisual combinations, and other materials entrant submits to MOBILion in connection with the Contest. I and/or the Institution hereby assign to MOBILion sole ownership of all patent, trademark, trade secret, copyright or other proprietary rights in and to the entry and its Content. I acknowledge that I and/or the Institution am/are solely responsible for the Content and the consequences of submitting the Content to MOBILion in connection with the Contest, including that which may result from later publication of the Content by MOBILion. I and the Institution further agree that the Content submitted to MOBILion does not contain any third-party owned Content, including, without limitation, copyrighted material or material that is subject to other third-party intellectual property or other proprietary rights. I and the Institution realize that MOBILion may have access to, or may independently create content, product improvements, and material similar or identical to, the information provided in entrant’s entry (including all Content), and I and the Institution agree that neither I nor the Institution will be entitled to any compensation by reason of the use by MOBILion of such similar or identical material. I and the Institution understand and agree that entries submitted to MOBILion will not be treated as confidential, and I and the Institution agree not to include or disclose any trade secrets or other confidential or proprietary information in any entry answers. Without limiting the generality of the foregoing, I and the Institution acknowledge and agree that MOBILion will own all rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and noncommercially exploit

the Content in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to you or any other person or entity.

12. I and the Institution grant a full and final release and discharge to MOBILion, Agilent, and their subsidiaries, affiliated companies, agents, advertising and promotion agencies and their respective shareholders, directors, officers, employees, representatives, agents and assigns from any and all claims, demands, damages, liabilities, actions or causes of action whatsoever which we have or may have arising out of or in any way related to the Contest and/or our delivery, misdelivery, acceptance, possession, use of or inability to use the Equipment, whether under a theory of contract, tort (including negligence), warranty or other theory.
13. I grant to MOBILion and Agilent the right to use my name, pictures/portraits, likeness and/or voice in connection with any publicity carried out by or on behalf of MOBILion and/or Agilent with respect to the Contest. The Institution also grants to MOBILion and Agilent the right to use the Institution's name in connection with any publicity carried out by or on behalf of MOBILion with respect to the Contest.
14. I hereby acknowledge and agree that I am responsible for determining my eligibility to participate in the Contest, either on my own behalf or as an employee on behalf of my employer. I acknowledge that MOBILion and Agilent disclaim any responsibility or liability that may be assigned with any incorrect assessment of eligibility made by me or my employer. In the event that I am accepting the prize as an employee on behalf of my employer, I acknowledge that if for some reason I am no longer employed with my employer, I understand that my employer has the right to retain the prize for its own use.
15. I hereby acknowledge and agree that MOBILion and Agilent have sole discretion to evaluate the Contest submissions and determine a winner and the decisions of MOBILion and Agilent are final and binding on all matters pertaining to the Contest. I further acknowledge and agree that I will not challenge the decisions of MOBILion and Agilent in connection with the Contest.
16. If any portion of this Declaration is found to be unenforceable in any respect by a competent court, it is my intention and understanding that this Declaration shall nonetheless be enforced to the maximum extent to which it is found by said court to be legally enforceable.
17. This Declaration, together with the official contest rules and the Equipment Loan Agreement, constitute the entire agreement between myself and/or the Institution and MOBILion with respect to the matters described herein, and supersede any and all other agreements and communications, oral or written, between myself and/or the Institution and MOBILion with respect to such matters. This Declaration may not be amended or supplemented except by a writing signed by MOBILion specifically referencing this Declaration.
18. ***For Residents of Canada Only:*** To be declared a winner in accordance with local laws, Canadian residents must correctly answer the mathematical skill-testing question below without any assistance of any kind:

Mathematical Skill-Testing Question

Step 1: Multiply 15 by 60

Step 2: Add 150 to the answer from Step 1

Step 3: Divide the answer from Step 2 by 5

Step 4: Subtract 25 from the answer to Step 3

My answer to the mathematical skill-testing question above is: _____

19. I have carefully reviewed the foregoing, I fully understand its contents, and I give this release and discharge of my own volition.
20. I agree to complete and return this Declaration back to MOBILion by March 3, 2023, to claim my prize. Failure to complete and return by March 3, 2023, eliminates me as a potential winner in the Contest.

*If you are a resident of the State of Tennessee in the United States, you are not required to sign this Declaration. To receive the prize, return this Declaration unsigned, accompanied with a signed note stating that you are a resident of Tennessee.

SIGNED _____ AND _____ DATED _____ AT _____
(City, State/Province, Country)

THIS _____ DAY OF _____, 20 _____

ENTRANT/DECLARANT:

PRINTED NAME

SIGNATURE

MAILING ADDRESS

PHONE

E-MAIL ADDRESS