

## Informed Consent Form (Adults and Children)

**Project Name:** Sassafras PSP3 Project In-Car Video Recording (hereafter “Project”)

**Project Contact:** Oyvind Holen [oholen@appen.com](mailto:oholen@appen.com) and Gregory Lo Presti [glopresti@appen.com](mailto:glopresti@appen.com)

This contract is effective on the date of signature below and is **BETWEEN** (parent/legal guardian):

**Name of Participant:**

.....

**AND**

APPEN AI PTY LIMITED (ACN 088 829 556) with offices at Level 6, 9 Help Street, Chatswood NSW 2067. (hereafter “Appen”, us”, “we”, “our”)

In this informed consent form, the term “you” or “your” means the data subject as the data subject may be represented by a Parent or legal representative.

Your personal information is being collected by Appen and shall be transferred to Seeing Machines Limited (ACN 093 877 331) an Australian company, located at 80 Mildura Street, Fyshwick, ACT (“**Seeing Machines**”).

By clicking “**I Agree**” or signing this Informed Consent Form (“**ICF**”), you are agreeing to provide Appen with personal information in the form of contact information (we call this “**Project Data**”), and any other information and materials you provide to us (which, together with the Project Data will be referred to as “**Materials**”).

Materials, shall be forwarded to Seeing Machines for, when legally permissible, long term retention (**potentially 20 years or longer**). Following transfer of Materials to Seeing Machines, they shall be the responsible entity under relevant privacy laws.

**Your decision to participate in this Project is completely voluntary and you may decline to participate or request to end your participation in personal data collection at any time. You may contact our data protection officer at [dpo@appen.com](mailto:dpo@appen.com) or the Seeing Machines data protection officer at [privacy@seeingmachines.com](mailto:privacy@seeingmachines.com).**

The Materials you provide shall be used by Seeing Machines, its customers, vendors, partners and affiliates, as well as our vendors which process the Materials (each, a “**User**” and collectively, the “**Users**”) for research and development in the area of artificial intelligence software. Your assistance is appreciated. For more information on how Materials shall be used please use these links: <https://appen.com/privacy-statement/> and <http://www.seeingmachines.com/privacy-policy/>.

The *Australian Privacy Act 1988* (Cth), the primary law governing the use of your personal information, is available at <https://www.legislation.gov.au/Series/C2004A03712>

### **Withdrawal**

If at any time you wish to withdraw from this activity, please send an email to Appen via the Project Contact email above or dpo@appen.com. You may be asked to go through our standard withdrawal process. After your withdrawal, Appen and Users may continue to retain your information in accordance with their respective legal obligations and legitimate business interests, such as your account information and what projects you participated in for account management and record-keeping purposes.

As you have been paid monies for your participation in this Project, Appen and Seeing Machines may have a legal right to continue to use Materials (including your personal information) after your withdrawal.

### **Processing of Personal Information**

We may need to collect, use, and retain personal information from you, or from another entity you provide your personal information to, in order to: execute the project requirements; communicate with you, report to regulatory authorities as required by law; and fulfill any other obligations we may have to our customers, vendors, or to regulatory authorities. Examples of this include, but are not limited to, your contact information to be able to contact you, your account information and what projects you worked on for our record-keeping purposes, your payment information so we can pay you any owed amounts, other information for fraud detection/prevention purposes. You acknowledge and agree to processing and storing of your Personal Data by Appen and Users as necessary to exercise its rights and fulfill its obligations under this Agreement. Depending on the project, we may need to collect “sensitive” personal information, such as health, biometric data, racial or ethnic information.

### **Ownership and Use of Materials**

The Materials shall be deemed works made during the course of a cinematograph film and Seeing Machines shall become the owner of the copyright. Accordingly, Seeing Machines shall be considered the author and the owner of the Materials at all stages of completion. All rights (the “Rights”), including but not limited to, all copyrights, and any and all ownership and exploitation rights, in and to the Materials, and other content contained therein, in whatever form, are hereby assigned to Seeing Machines to be used for the benefit of Seeing Machines throughout the world in all forms of media, forever. If under any applicable law the fact that authorship/ownership does not vest in Seeing Machines, and all rights therein in Seeing Machines, then you hereby irrevocably assign, transfer, and/or release such rights to Seeing Machines and in favor of Seeing Machines to the fullest extent permitted by applicable law, and in connection therewith, any and all right, title and interest you may have in the Materials. Depending on the project description, you may be asked to submit Materials of other individual persons besides yourself. You understand and agree that you will obtain all necessary and valid consents and/or acknowledgments from additional participants before you submit the Materials of other individual persons. The method by which others may register their consent or acknowledgments is specified in the project guidelines and you will strictly comply with such instructions. You hereby represent, warrant, and covenant that you have or will obtain all consents, acknowledgments, and assignments as required to provide Seeing Machines and the Users with rights necessary to collect, use, store, process, transfer, and disclose of each of those individuals’ personal

information as described in this Informed Consent Form, including but not limited to, assignment of all of their intellectual property and waiver of moral rights as needed in accordance with this Informed Consent Form.

For the avoidance of any doubt, you grant and assign to Seeing Machines an exclusive, royalty-free, irrevocable, transferable licence to personal information collected from you, including, to the extent allowed at law, any moral rights to personal information (as defined in the *Australian Copyright Act 1968* (Cth)); and 2) any entitlement to present, show, license, duplicate, distribute, edit, and lease any personal information, regardless of the type of technological processes used to record it, in addition to the rights to lease and transfer it to third parties. You agree to relinquish any right to examine or approve the final use of your personal information.

### **Australian Privacy Principles**

Under the Australian Privacy Principles you may: 1) Enquire – seek information about Seeing Machines' and Appen's compliance with the Australian Privacy Principles; 2) Access – be provided access to your Personal Information; 3) Privacy Policy – be provided with a copy of the Appen or Seeing Machines privacy policy; 4) Notification – be notified about the collection of your Personal Information; 5) Data Breach - be informed of data breaches relating to their Personal Information in certain circumstances; 6) Complain - lodge a complaint with a relevant supervisory authority; and 7) De-identification – request their Personal Information be identified or a pseudonym be used in certain circumstances.

### **Release of Claims (PLEASE READ CAREFULLY)**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOURSELF, AND ANY OTHER APPLICABLE INDIVIDUALS YOU INCLUDED TO PARTICIPATE IN THIS PROJECT, EACH HEREBY WAIVE, RELEASE, DISCHARGE, AND HOLD APPEN, APPEN'S CUSTOMER (Seeing Machines), AND ANY OTHER USERS HARMLESS FROM LIABILITY BY VIRTUE OF ANY PROCESSING, TRANSFERRING, BLURRING, DISTORTION, ALTERATION, ANNOTATION, MODIFICATION, OPTICAL ILLUSION, OR USE OF THE MATERIALS OR OTHER CONTENT IN COMPOSITE FORM WHETHER INTENTIONAL OR OTHERWISE, THAT MAY OCCUR OR BE PRODUCED WHEN WE, CUSTOMER, OR OTHER USERS USE THE MATERIALS, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR DEFAMATION, AND VIOLATION OF PUBLICITY OR PERSONALITY RIGHTS. YOU UNDERSTAND THAT SUCH ALTERATIONS ARE AN EXPRESS AND INTENDED USE OF THE MATERIALS.**

### **Limitation of Liability (PLEASE READ CAREFULLY)**

**TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL APPEN, ITS CUSTOMER (Seeing Machines), OR OTHER USERS, BE LIABLE TO YOU OR ANY OTHER INDIVIDUAL PARTICIPATING IN THIS PROJECT FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR LOSS OF TIME) ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF APPEN, CUSTOMER, OR OTHER USERS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL APPEN, APPEN'S CUSTOMER, OR USERS' TOTAL AGGREGATE LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS PROJECT EXCEED THE TOTAL AMOUNT PAID BY APPEN TO YOU UNDER THIS PROJECT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM. SOME JURISDICTIONS DO NOT**

**ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES; THUS, THE ABOVE LIMITATION MAY NOT APPLY IN SUCH JURISDICTIONS.**

#### **Data Transfer**

You acknowledge and agree that Project Data may be transferred to Appen, to Users, and/or to third parties designated by a Customer to the United States, Canada, the United Kingdom, the European Union, Australia, Philippines, Vietnam and other countries. The transfer of Personal Data to these entities will abide by the requirements for international data transfers per applicable law. These entities will subscribe to the appropriate legal instruments for the international transfer of data, or will be bound by appropriate contractual arrangements (such as Standard Contractual Clauses, as approved by the European Commission) to protect your personal information. You acknowledge and understand that other countries may not provide the same level of protections or safeguards for your Personal Data as that of your home jurisdiction.

#### **Your Rights in Project Data**

You agree that the Project Data submitted by you are original to and owned by you. By submitting, you release, to the maximum extent permitted by law, Appen, Seeing Machines, Users, agents, employees, licensees and assigns from any and all claims you may have now or in the future for invasion of privacy, right of publicity, trademark infringement, copyright infringement, defamation, or any other cause of action arising out of Appen's or Seeing Machines' use of the Project Data submitted by you. You understand and agree that between Seeing Machines and you, Seeing Machines is and shall be the exclusive owner of all right, title and interest, including copyright, in the Project Data and any works that may be created containing the Project Data (for example, derivative works of your personal information will be owned by Seeing Machines).

#### **Confidentiality**

By agreeing to participate in the project, you acknowledge that any information about the project, including any project details, shall be kept confidential and are covered by the obligations under your agreements, including but not limited, to any Master Services Agreement between you and Appen.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS INFORMED CONSENT FORM CAREFULLY AND THAT YOU UNDERSTAND AND AGREE TO ALL OF ITS TERMS. ADDITIONALLY, YOU AGREE THAT YOU: 1) ARE OVER 18 YEARS OF AGE; 2) HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS AND ARE SATISFIED WITH THE ANSWERS RECEIVED; 3) UNDERSTAND THAT YOU MAY OBTAIN INDEPENDENT LEGAL ADVICE PRIOR TO OR AFTER ENTERING INTO THIS CONTRACT; 4) MAY WITHDRAW CONSENT TO PERSONAL INFORMATION COLLECTION AT ANY TIME; 5) THE FEE FOR PARTICIPATION IS OF SUFFICIENT AND GOOD VALUE; AND 6) THAT YOU ARE THE PARENT OR LEGAL GUARDIAN OF ANY CHILDREN INVOLVED IN THIS PROJECT.**

You hereby consent to Appen, Seeing Machines and Users processing information about you and children. This includes personal information such as your name, email address and phone number.

You do not have to provide consent and withholding your consent will not by itself affect your eligibility to act as a contributor for us, although we will be unable to engage you to perform this Project that requires access to your personal information.

You understand that you may ask for a copy of this Informed Consent Form.

Electronic signatures constitute original signatures for all purposes.

This agreement shall be governed by the laws of the **Australian Capital Territory**, and is the entire contract between the parties, and you have not relied upon any representation in entering into this agreement.

**Declaration of Consent:**

**By signing below the parties agree to the terms and conditions as set out in this contract being binding upon them, including the retrospective application of this contract to previously collected personal information.**

<p><b>Participant Signature if age 15 or above:</b></p>           <p>Name:</p>           <p>Date:</p>	<p><b>Parent/legal guardian's Signature if participant is under age 18:</b></p>           <p>Name:</p>           <p>Date:</p>
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Subject ID:.....

Legal Guardian's Email:.....

## Attachment: Project Description

### 1. WHAT WILL HAPPEN IF I TAKE PART IN THIS PROJECT?

- Before you begin the data collection, you will be provided with this Informed Consent Form, which explains what data you will be asked to collect and why. Please review this Consent Form carefully and feel free to ask questions.
- A project representative will brief you on the recording process.

2. **WHAT DATA WILL BE COLLECTED?** As part of this project, the information collected from you may include the following:
  - a. Contact Information: full name, email, address, phone number, IP address; and
  - b. Documented project data: videos.
3. **WHO CAN PARTICIPATE IN THIS PROJECT?** You must be 18 years old or over to participate in this project or be less than 18 years old and be accompanied by a parent or legal guardian who can give consent to your participation by signing this document.
4. **WHERE WILL THIS PROJECT TAKE PLACE?** This project takes place in stationary car at or near Appen's Chatswood offices in Sydney.
5. **WHAT RISKS OR DISCOMFORTS SHOULD I EXPECT FROM PARTICIPATING IN THIS PROJECT?** This project does not pose any significant physical risks but may provide some discomfort associated with getting in and out of a stationary car. There may additionally be some unknown and unforeseeable risks. If you feel uncomfortable at any time, inform the Project Contact.