

NORTH AMERICA RESEARCH PARTICIPATION AND DATA COLLECTION AGREEMENT

This Research Participation and Data Collection Agreement (including all Exhibits attached hereto, the “**Agreement**”) is between you and Meta Platforms, Inc. (“**Meta**”) and governs your participation in the research projects described in Section 1 (“**Research**”). If you are a Meta full-time employee, short-term employee, or intern (“**Employee**”) you must also agree to the Meta Employee Participant Addendum. For good and valuable consideration, you and Meta agree to the following terms and conditions:

1. **Description of Research.**

Research Title

User Study Task Prompting (Protocol No. PIVH-2019N)

Research Contacts

Principal Investigators: Yaser Sheikh

Research Related Contact: study_help@meta.com

Purpose

You are being asked to participate in this Research. The purpose of this Research is to understand human appearance and motion and to build a statistical model of human shape, appearance, motion, and interaction.

Research Procedures

For this Research, you will be asked to participate in an in-person lab space. You will perform a variety of tasks including, but not limited to mimicking expressions, reading sentences, following targets with your eyes, gazing at different cameras in virtual or physical space, conversing with a research assistant through a web camera interface, performing full body range of motion exercises, and singing songs. While performing these tasks you may be recorded in a variety of media formats.

There are multiple captures in this Research, and you may be asked to participate in some or all of the following. You may be asked to perform one capture at a time, or you may be asked to perform one capture while in another capture (for example, you may be asked to do a headset capture while doing a dome capture). During some or all of these captures face tracking, eye tracking, or both may be collected. In addition, you may be asked to provide your subjective feedback on some or all of the following captures at any time:

- A. **Dome Capture.** During this part of the Research, you may be asked to sit or stand in one or more circular domes surrounded by panels of high frame rate cameras, lights, and microphones, focused on facial features or specific body features such as hands or hair. You will be recorded doing range of

motion and verbal exercises while inside the dome. You might also be asked to do a series of tasks while wearing a headset device within the Dome.

- B. **Headset Capture.** During the Headset Capture, you will wear a modified headset that has a series of lights (visible and non-visible), cameras, and microphones mounted to the inside. You will be recorded making a series of facial expressions, repeating a series of sentences in various tones, and having a conversation while wearing a headset device. As part of the face tracking, a smartphone installed with a custom application will be distributed to capture a set of images of your face in a neutral expression for facial feature calibration. Additionally, a smart phone application will be used to measure your interpupillary distance and, if applicable, the prescription of your glasses. During eye tracking, you will wear a modified headset that has a series of lights (visible and non-visible), cameras, and microphones mounted to the inside. You will be recorded making a series of eye movements while wearing a headset device.
- C. **Mouth Scanner.** During this part of the Research, mouth scans will be collected with a medically approved scanner commonly used by dentists. The scanning procedure is noninvasive and involves a wand that will be moved over your teeth and gums in a motion that is akin to brushing your teeth, but without contact and performed at a slower pace.
- D. **Mobile Captures.** During this part of the Research, you will be asked to sit or stand in front of a smartphone with additional lighting in the areas. The smartphone will capture you while you perform a variety of face and body movements, including but not limited to hand expressions.

For the motion capture tasks listed above, you may be asked to wear a specific outfit so that the cameras can accurately distinguish body movements without the interference of baggy clothing. These outfits may include: a tight spandex material tube top and shorts or leggings, or a bathing suit or underwear type briefs. Males may have the option to wear no shirt instead of the tube top. The researchers will have a set of these clothes in all sizes for use by participants. The tops and shorts will be professionally dry-cleaned in between participant use and the brief bottoms that are similar to underwear will be single use only.

In addition to the tasks described above, you may be asked to complete a demographic survey and/or provide some personal information, such as your name, age, gender, date of birth, contract information, and other personal information. You may also be asked to complete questions on your mood or feelings during or after the captures.

Products: During this Research you may be asked to go into a circular dome surrounded by cameras, lights, and microphones. These domes and other items will be used to record your motion and sounds during the Research. Other equipment used during this Research may include:

- A headset device that my contain cameras and microphones;

- A smart phone and smart phone application that may record you or measure your eyes;
- A medically-approved mouth scanner that uses a wand to collect scans of your mouth; and
- Specific tight-fitting clothing that will help the scanners accurately track your movements.

Research Period: The entire Research session, including filling out paperwork and debriefing, may take up to 6 hours (including pauses and debriefing). You may be asked to participate in additional sessions on subsequent days. You can still participate in this session if you choose not to return for additional sessions.

Remote Viewing and/or Monitoring of Research. To improve the Research process and experience, and to maintain the safety and security of participants and devices, the Research Administrator or Meta may remotely view your participation in the Research and/or monitor your testing and possession of the Products listed above in this Exhibit. In connection with this remote viewing and monitoring, Research Administrator or Meta may provide you with a webcam or other hardware, which will be Products under the Agreement. The information collected via such remote viewing and monitoring will be Research Data under the Agreement and may be used and disclosed in the same manner as other Research Data in accordance with the Agreement.

2. **Voluntary participation.** Your participation in the Research is entirely voluntary, and you understand that you may stop participating in, or decline to participate in all or any portion of, the Research at any time and for any reason. In addition, your participation in the Research may be terminated by Meta or the research administrator engaged by Meta (“**Research Administrator**”) at any time, irrespective of whether you have been engaged on a one-time or an ongoing basis. You will be compensated by the third party recruiting administrator (a Research Administrator) for your participation in the amount and by the method as communicated to you. If you cease participating or your participation is terminated, any Research Data (defined below) obtained prior to such cessation or termination may be used according to this Agreement.

3. **Information collected in connection with the Research.** Upon entering into this Agreement, Meta may collect or receive from Research Administrator: your personal information, including your name, age, gender, address, email address, phone number, and similar personal background (collectively, “**Participant Data**”) that Research Administrator has separately collected from you as part of your agreement with Research Administrator. In connection with your participation in the Research, Meta and Research Administrator (acting on Meta’s behalf) may collect your opinions, responses to questions and any other information or material provided, collected, or created in connection with the Research (“**Response Data**”) and additional Participant Data, including race, education level, country of origin, native language, and other demographic details.

As part of the Research, you may be provided with certain Meta, Research Administrator or third-party products, hardware, software, services and any related materials (whether released, prototype or experimental) (collectively, “**Products**”), including the Products listed in Exhibit A. In connection with your participation in the Research, Meta and Research Administrator (acting on Meta’s behalf) may collect additional data by observing and recording you in any format, including recording and remote viewing your use of the Products, and the Products may also record usage

information; measurements; location data (e.g., GPS data); features of body parts, including feet, mouth, teeth, retina, iris, hand, or face; eye/gaze movements; hand/finger movements; foot placement and movements; voiceprints and voice recordings; fingerprints; height; weight; eye color; whether you are wearing prescription glasses or contacts, and the prescription for your glasses or contacts; cardiovascular-related info such as heart rate, pulse oximetry data, blood pressure, electromyographic (EMG) data and other physical or electrophysiological measurements and responses to various stimuli; brain activity mapping or other brain-related measurements such as EEG, fMRI and MEG; and Participant Data, through any means, including audio, video, photography, screen captures, 3D captures, measurements, transcripts, or other forms of capture of your environment or your likeness and analyses of any of the foregoing recordings (collectively, “**Recordings**” and together with Participant Data and Response Data, the “**Research Data**”).

4. **How is this information disclosed.** Meta may disclose Research Data among the Meta group of companies, including its affiliates, and with Meta’s licensees, partners, contractors, and third-party service providers (including Research Administrator) (collectively, “**Meta Parties**”), or as required by law, consistent with the terms of this Agreement and applicable data protection laws. Meta Parties may include human annotators and reviewers who have been engaged to listen to, transcribe, and review Recordings for purposes of developing, testing, troubleshooting, and improving Meta’s products. Please note that these human annotators and reviewers may access and review Recordings at locations or on computing environments that are not controlled by Meta, but such human annotators and reviewers are under contractual restrictions with Meta limiting their use of the Recordings. Meta may also disclose Research Data in presentations and publications related to Meta’s research and product development activities. These presentations and publications may be made publicly available, in which case Meta will take measures to avoid revealing your name in such presentations and publications, but your voice and image may be publicly disclosed.

5. **How is this information used.** Meta Parties may use Research Data for: (a) conducting the Research and undertaking related research and analysis, which may involve editing, translating, labeling, modifying, anonymizing, or aggregating Research Data; (b) authoring reports and papers and creating presentations regarding Meta’s research and product development activities; (c) developing, creating, improving, providing, or advertising commercial products or services; (d) identifying or recognizing you in connection with the Research (e.g., attributing data to you through use of your personal information) and creating a unique template of you using your face/mouth/teeth, voice and/or eye(s)/iris/retina for (i) identification, (ii) authentication of identity, and/or (iii) improving product reliability; (e) conducting future research studies and activities (such as validation, and training of algorithms); and (f) performing other business obligations related to the Research, such as fulfilling any compliance obligations.

6. **Privacy.** Please note that certain Recordings may be considered “biometric information” or a “biometric identifier” as well as “sensitive personal information” under certain laws (where applicable), and in such circumstances, Meta retains such Recordings for the duration of the Research and for such time thereafter as required to develop, test, troubleshoot, and improve its products, unless a different retention period is permitted or required by applicable law. If you are a California, Colorado, Connecticut, Montana, Nevada, Oregon, Utah, Virginia, or Washington resident, please see the United States Regional Privacy Notice set out in Exhibit B to this Agreement.

7. **Ownership of Research Data, Products and Feedback.** You may, but are not required to, provide Meta Parties with feedback, ideas, suggestions, or opinions related to the Meta Parties' technology, products, and services ("Feedback"). As between you and Meta, you agree that Meta Platforms, Inc. solely owns all right, title and interest in and to the Research Data, Products and Feedback, including all intellectual property rights therein, and you hereby assign to Meta Platforms, Inc. all right, title and interest (including all intellectual property rights) you may own or possess in the Research Data, Products or Feedback, and, to the extent permitted under applicable law, you waive any non-assignable rights you may have therein in favor of Meta. To the extent you retain any right, title, or interest in the Research Data, Products, or Feedback, you hereby grant Meta Platforms, Inc. a perpetual, worldwide, transferable, sublicensable, royalty-free right and license to use, distribute, reproduce, modify or otherwise create and use derivative works from, disclose, and publicly perform/display such items, irrevocably and in all formats and media existing now or in the future, subject to your consents under this Agreement with respect to your personal information. You further waive any right to approve the Research Data or any future use of the Research Data, any right of publicity or image in the Research Data, and any right to enjoin or otherwise impair Meta's use of the Research Data or Feedback. If you are a resident of Mexico, you understand that your participation in the Research does not constitute a performance of a work or a similar artistic activity protected under copyright, and, therefore, you are not considered an artist or talent for purposes of copyright law.

8. **Use and disclosure of Confidential Information.** The following are confidential to Meta: (i) the Research, the Products, the Research Data, and any Feedback; (ii) the non-public Meta Parties products or technology, hardware, software, products (whether released, prototype, or experimental), services, and information accessed, received, or observed by you directly or indirectly in connection with the Research; and (iii) information, materials, inventions, work product, and other contributions provided, created, or developed by you (alone or jointly with others) in connection with the Research (collectively, "**Confidential Information**"). Confidential Information does not include any information that (a) becomes publicly available without breach of this Agreement, (b) is previously known to you before receipt from a Meta Party, or (c) is received from a third party who did not wrongfully acquire or disclose such information. You may use Confidential Information only as necessary to perform your obligations under this Agreement. You will maintain as confidential, and will not disclose, share, or use (except in furtherance of the Research as provided in this Agreement), any and all Confidential Information. Meta does not grant you any ownership of, or license or other rights in, Confidential Information. Upon Research Administrator's request, you will promptly return or destroy all tangible materials embodying Confidential Information in your possession.

9. **Products.** Products are provided only for your personal use in connection with the Research and for a limited period of time as specified in Exhibit A. All Products are provided "as is." To the extent permitted by applicable law, Meta Parties expressly disclaim all representations, warranties and conditions (express or implied, oral or written) regarding Products, including any implied warranties of merchantability, fitness for a particular purpose and non-infringement. Products may not yet have been subject to compliance testing and may not have been reviewed, approved, authorized or certified by applicable regulatory, governmental agencies, testing labs or similar bodies. Products may contain a chemical known to the State of California to cause cancer or birth defects or other reproductive harm. Products are subject to modification and alteration, and may include errors, bugs, or other problems. You agree to follow all safety procedures,

requirements and instructions for use of the Products, including those provided by or on behalf of Meta.

10. **Acknowledgement of risks.** You understand that there may be known and unknown risks involved with your participation in the Research, and those risks could include property damage, personal injury, illness, sickness, or death involved in participating in the Research. With this understanding, you agree to follow safety procedures, guidelines and suggestions provided by Meta or Research Administrator. Should you experience any injury, discomfort, or adverse effect that you feel relates to your participation in the Research, you will immediately (i) cease your participation in the Research, and (ii) provide prompt notification to Research Team at Meta via pghstudy01@meta.com.

Specific risks of this Research may include:

- The capture dome can potentially cause eye fatigue/strain from exposure to bright lights.
- The experimental procedure can potentially cause back/neck/shoulder fatigue from standing or moving in the same position over an extended period.
- The weight of the headset and the pressure of the facial interface may cause discomfort or pain if worn for a long time for sensitive participants (e.g., migraine patients).

11. **Additional representations, warranties and covenants.** You represent and warrant that: (a) you have the right and authority to enter into this Agreement and to grant to Meta the rights granted in this Agreement; and (b) any materials that you provide or cause to be provided to Meta as part of the Research (including any images or video recordings) will not infringe, misappropriate, or violate the intellectual property rights, privacy or publicity rights, or any other rights of any third party. By entering into this Agreement and participating in the Research, you agree to: (i) comply with the terms of this Agreement; (ii) comply with the Research procedures, including instructions from Research Administrator staff; (iii) provide accurate and complete information about yourself; and (iv) engage with the Research in good faith and in an honest and transparent manner. You acknowledge that you are engaging in the Research as an independent contractor to Meta and that no employment, agency, partnership, or similar relationship is entered into with Meta. You warrant that your acceptance of any compensation from Research Administrator in connection with the Research is in compliance with all applicable laws and you are not a citizen or permanent resident of a country or territory that is subject to U.S. comprehensive trade sanctions (e.g., Cuba, North Korea, Iran, Sudan, and Syria, as such list may be amended) or EU or UK sanctions. You further warrant that you are not currently listed on any U.S. or non-U.S. restricted parties or sanctions list.

12. **Release.** To the extent permitted by applicable law, on behalf of yourself and your heirs, executors, administrators and assigns, you hereby irrevocably assume all risks and fully and forever release and discharge Meta Parties from any and all claims, liabilities, damages, demands, rights of action or causes of action, of any kind or character, present or future, known or unknown, anticipated or unanticipated, in law or in equity, including attorneys' fees, resulting from, arising out of or relating to, your participation in the Research or use of Products. In furtherance of your intent to waive unknown claims, you hereby waive all rights and benefits under California Civil

Code Section 1542 which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her would have materially affected his or her settlement with the debtor or released party." You understand that this means that you are waiving all unknown and unsuspected claims, even those claims that if known by you before signing this Agreement would have caused you not to use Products, not participate in the Research, or not sign or otherwise agree to this Agreement.

13. **Limitation of liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO META PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS) ARISING OUT OF OR RELATED TO ANY ASPECT OF THE RESEARCH OR THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT AND TORT), EVEN IF A META PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WITH THE EXCEPTION OF RESEARCH ADMINISTRATOR'S OBLIGATION TO COMPENSATE YOU (IN THE AMOUNT AGREED UPON BY YOU AND RESEARCH ADMINISTRATOR), THE AGGREGATE MAXIMUM LIABILITY OF THE META PARTIES RELATED TO ALL ASPECTS OF THE RESEARCH, USE OF PRODUCTS, OR THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, RESTITUTION, OR OTHERWISE, SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500).

14. **Miscellaneous.** This Agreement will be binding upon and will inure to the benefit of the parties' heirs, successors, and/or assignees and will be governed by the law of California (excluding conflict of laws rules). In the event of a dispute arising from or relating to the activities contemplated by this Agreement, the parties consent to the exclusive jurisdiction of the U.S. District Court for the Northern District of California or a state court located in Santa Clara County. This Agreement constitutes the parties' entire agreement on the subject matter hereof, and supersedes all prior understandings, agreements, and discussions, whether written or oral. It may only be modified in writing signed by both parties. References to "include", "includes" and "including" shall be deemed to be followed by the words "without limitation." If any provision of this Agreement is held unenforceable, such provision shall be enforced to the extent enforceable and the remaining provisions will continue in full force and effect. In the event of any conflict or inconsistency between this Agreement and the Meta Terms of Service or the Meta Data Policy, this Agreement will prevail, including with respect to our use of the Research Data, to the extent of such conflict or inconsistency. All of Meta's rights and obligations under this Agreement are freely assignable by Meta to any other person or company without restriction and without obtaining your approval. Meta's failure to enforce any provision shall not constitute a waiver of Meta's right to subsequently enforce such provision.

[Signature Page Follows]

ACCEPTED & AGREED:

I have read and understand this Agreement, and hereby consent to its terms, including the terms governing Meta's collection, use, and disclosure of Research Data as described therein (including sensitive personal information, biometric information and/or biometric identifiers as defined by applicable law). I agree to participate in the Research in accordance with this Agreement and each applicable Exhibit attached hereto. **By signing this form, I warrant that I am not a resident of Illinois or Texas.**

Participant's Name: Luis Ángel Soberanis-Pacheco

Signature:  Luis Angel (Aug 15, 2024 10:32 PDT)

Date: Aug 15, 2024

Email: luis.soberanis28@gmail.com

PRIVACY CONSENT:

Consent to Process Research Data

I confirm that I have read, understand, and consent to the collection, use, sharing, and other processing of Research Data as described in Section 3-5 above and in the Privacy Notice and acknowledge that this may include data with special protections under applicable law, including the categories of data identified in the Privacy Notice.

I understand that I can withdraw this consent at any time by using the contact information provided in the Privacy Notice.

Participant's Name: Luis Angel

Participant's Signature:  Luis Angel (Aug 15, 2024 10:32 PDT)

Date: Aug 15, 2024

Exhibit A**United States Regional Privacy Notice**

This United States Regional Privacy Notice (“**Notice**”) is for California, Colorado, Connecticut, Montana, Oregon, Utah, and Virginia residents. It explains how Meta collects, uses, and discloses your Personal Information and how to exercise your rights under the California Consumer Privacy Act, the Colorado Privacy Act, the Connecticut Act Concerning Personal Data Privacy and Online Monitoring, the Utah Consumer Privacy Act, and the Virginia Consumer Data Protection Act (collectively, the “**U.S. Privacy Law(s)**”). Please note that this Notice, including the U.S. Privacy Law rights described below, applies only to the Personal Information Meta collects in connection with your participation in the Research and does not extend to other Personal Information Meta may collect from you, such as information related to your use of Meta’s publicly available commercial products or services.

In this Notice, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with you. Personal Information does not include information that is aggregated, deidentified or information that cannot be reasonably linked to you. When data is deidentified (as defined by the U.S. Privacy Laws), we maintain it in deidentified form and do not attempt to reidentify the information.

How Meta collects, uses, and discloses Personal Information. As described in more detail in the applicable U.S. Research Participation and Data Collection Agreement, Meta must process information about you, including Personal Information, in connection with your participation in the Research. Meta may collect and disclose the following categories of Personal Information as part of your participation in the Research. Meta does not sell or share (as such terms are defined by U.S. Privacy Laws) any of your Personal Information to anyone and never will.

Here is a summary of the categories of Personal Information Meta may have collected about you over the past 12 months, depending on the research in which you participated, as well as how Meta uses it and with whom we may have disclosed it (as further detailed in the applicable Research Participation and Data Collection Agreement):

Categories of Personal Information Meta collects may include:	Examples of how Personal Information is used include:	Parties with whom each category of Personal Information may be disclosed include:
<ul style="list-style-type: none"> • Identifiers; • Data with special protections, like race, gender, disability or marital status, if you choose to provide it; 	<ul style="list-style-type: none"> • Product development and research purposes, by developing, testing, troubleshooting, and improving products and 	<ul style="list-style-type: none"> • The Meta group of companies, including affiliates; • Meta’s licensees; • Research Administrators

<ul style="list-style-type: none"> • Commercial information, if you choose to provide it; • Biometric information, if you choose to provide it, which may be considered Sensitive Personal Information under U.S. Privacy Laws; • Internet or other electronic network activity information, including content you view or engage with; • Location-related information, including precise device location, which may be considered Sensitive Personal Information under U.S. Privacy Laws, if you choose to allow us to collect it; • Audio or visual information, including photos, videos, and voice recordings, if you choose to provide it; • Professional or employment information, if you choose to provide it; • Education information, if you choose to provide it; • Information derived from other Personal Information about you, which could include your preferences, interests, and other information used to personalize your experience; and 	<p>services based upon the Research;</p> <ul style="list-style-type: none"> • Conduct and support research and innovation on topics of general social welfare, technological advancement, public interest, health, and well-being; • For the objective of the Research, as described in the applicable Research Participation and Data Collection Agreement. • Build a statistical model of human shape, appearance, motion, and interaction. 	<p>engaged by Meta to administer the research study;</p> <ul style="list-style-type: none"> • Contractors; • Members of the public during presentations or in publications related to Meta's research and product development activities, in which case Meta will take measures to avoid revealing your name in such presentations and publications; and • Service providers.
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<ul style="list-style-type: none"> • Other information you choose to provide, including any information that may be considered Sensitive Personal Information under U.S. Privacy Laws. 		
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Sources of Personal Information: Meta collects Personal Information from you, when you choose to participate in one or more of Meta's research studies, including from Products used by you in participating in such research studies, and from Research Administrators conducting the research studies you choose to participate in.

How long do we keep your Personal Information? We keep Personal Information, including Sensitive Personal Information, as long as we need it to provide our products, comply with legal obligations or protect our or other's interests. We decide how long we need information on a case-by-case basis.

Here's what we consider when we decide:

- If we need it to operate our research studies.
- How long we need to retain the information to comply with certain legal obligations.
- If we need it for other legitimate purposes, such as to prevent harm; investigate possible violations of the Agreement; promote safety, security and integrity; or protect ourselves, including our rights, property or products.

How can you exercise your rights provided under the U.S. Privacy Laws? Depending on where you live and subject to certain exceptions, you may have some or all of the following rights:

- **Right to Know:** The right to request that Meta disclose to you the Personal Information Meta collects, uses, or discloses, and information about Meta's data practices;
- **Right to Request Correction:** The right to request that Meta corrects inaccurate Personal Information that we maintain about you;
- **Right to Request Deletion:** The right to request that Meta delete your Personal Information that Meta has collected from or about you;
- **Right to Non-Discrimination:** The right to not receive discriminatory treatment for exercising your privacy rights.

To submit a request to exercise your rights, and as applicable, to appeal a consumer rights action or withdraw consent to processing of your Sensitive Personal Information, please email study_help@meta.com.

Please note that to protect your information and the integrity of Meta's products, Meta may need to verify your identity before processing your request. In some cases, Meta may need to collect additional information to verify your identity, such as government issued ID.

Under some U.S. Privacy Laws, you may exercise these rights yourself or you may designate an authorized agent to make these requests on your behalf. In most cases, Meta will facilitate your request through automated tools available through your password-protected account.

Contact for more information. If you have additional questions about this Notice or how to exercise your rights under U.S. Privacy Laws, please email datafoundations@fb.com.

Consumer Health Data

In this Consumer Health Data section of our U.S. Privacy Notice, “**Consumer Health Data**” means “consumer health data” as defined under the Consumer Health Data Laws.

Meta may make changes to this Consumer Health Data section of the U.S. Privacy Notice (“**Consumer Health Data Notice**”) from time to time. If we make changes, we will notify you.

How Meta collects, uses, and discloses Consumer Health Data. As described in more detail in the applicable North America Research Participant and Data Collection Agreement, Meta may process Consumer Health Data collected from you in connection with your participation in the Research.

Depending on the research in which you participated, Meta may collect and use Consumer Health Data as described below (as further detailed in the applicable Research Consent Form):

Categories of Consumer Health Data Meta Collects:	Purposes and Manner of Processing Consumer Health Data Collected:
<ul style="list-style-type: none"> • Bodily functions, vital signs, symptoms, or measurements associated with physical or mental health status; • Other information you choose to provide that may be considered Consumer Health Data under U.S. Privacy Laws. 	Purposes and manner of processing Consumer Health Data are disclosed in <i>“Examples of how Personal Information is used”</i> in the <u>How Meta collects, uses, and discloses Personal Information</u> section above.

Meta shares certain Consumer Health Data - as “share” is defined under Consumer Health Data Laws - in accordance with the disclosures in table below. For clarity, Meta does not and never will “sell” or “share” Consumer Health Data as “sell” or “share” are defined under Consumer Privacy Laws.

The table below describes the categories of Consumer Health Data Meta may share, as well as the purposes for sharing it, and with whom we may share it (as further detailed in the applicable Research Consent Form):

Categories of Consumer Health Data Meta Shares:	Purposes of Sharing Consumer Health Data:	Parties with whom each category of Consumer
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		Health Data may be shared include:
<ul style="list-style-type: none"> ● Bodily functions, vital signs, symptoms, or measurements associated with physical or mental health status; ● Other information you choose to provide that may be considered Consumer Health Data under Consumer Health Data Laws. 	<ul style="list-style-type: none"> ● To administer the research study; ● To share our research with members of the public during presentations or in publications related to Meta's research and product development activities; ● To process personal information on Meta's behalf; 	<ul style="list-style-type: none"> ● The Meta group of companies and affiliates, including Meta Platform Technologies, LLC and Meta Platforms Technologies Ireland Limited to use for the purposes disclosed in the consent form; ● Meta's licensees to use for the purposes disclosed in the consent form; ● Research Providers engaged by Meta as service providers or processors to administer the research study; ● Members of the public during presentations or in publications related to Meta's research and product development activities, in which case Meta will take measures to avoid revealing your name in such presentations and publications; and ● Service providers to process Personal Information on our behalf, such as for annotation purposes.

Sources of Consumer Health Data: Please see the Sources of Personal Information section in the Consumer Privacy section, above.

How can you exercise your rights provided under the Consumer Health Data Laws? In addition to the rights listed above under the *How can you exercise your rights provided under the Consumer Privacy Laws*, you may have some or all of the following rights depending on where you live:

- **Right to Access Information About Third Parties:** The right to access a list of all third parties and affiliates with whom Meta has shared or sold your Consumer Health Data and a mechanism that you may use to contact these third parties; and
- **Right to Withdraw Consent:** The right to withdraw consent for Meta's collection and sharing of your Consumer Health Data.

To submit a request to exercise your rights and, as applicable, to appeal a consumer rights action or withdraw consent to processing of your Sensitive Personal Information, please email hsrteam@meta.com. Please note that to protect your information and the integrity of Meta's products, Meta may need to verify your identity before processing your request. In some cases, Meta may need to collect additional information to verify your identity, such as government issued ID.

Exhibit B

Product Use and Security Requirements

Except as authorized or otherwise permitted under this Agreement, or if authorized in writing by Meta, you will not allow any other person to view or access the Products at any time until such time you return the Product to Meta.

Please keep the Products secret.

You will not take photos or videos of the Products, or describe or disclose any information about the Products to any other person, including on any online forums or to media outlets.

You will not allow the Products to be seen by anyone (even neighbors, guests, cleaners, or nannies) including household members.

Products are for use inside your home only and may not be taken to any other location, except as authorized by Meta in writing.

You will keep the Products in the packaging provided by Meta and stored somewhere safe when not in use. You will not travel with the Products unless you have first received the written consent of Meta, and you will ensure that the Products are fully covered and not visible to others anytime that the Product is transported outside of your home.

- You will immediately notify Meta if you believe or suspect that a Product has been lost or stolen and will provide Meta with the following details: assigned owner, serial number, and all relevant details of how the Product was lost or stolen.

Please look after the Products.

- You will keep the Products away from water, moisture, or other liquids.
- You will not leave the Products plugged in for extended periods.
- You will keep the Products away from pets and other animals.

Please make sure you are testing the correct Products.

If Meta directs you to use a specific tracking system for the Products, you will ensure the correct Products are tracked and you accept responsibility for the assigned Products in the appropriate tracking system.

You must ensure that the serial number for each Product matches the serial number of the corresponding Product assigned to you in the tracking tool system.

Please use the Products appropriately.

You will not record or otherwise capture other individuals while using the Products, or allow others to use the Products.

You will not record nudity, graphic imagery, or otherwise indecent or inappropriate content.

You will not share recordings taken with the Products to accounts other than the account associated with your unique Facebook/Meta ID.

Meta Employee Participant Addendum

If you are directly employed by Meta as a full-time employee, short-term employee, or intern (“Employee”), the following terms and conditions are incorporated into and form part of the Research Participation Agreement (the “Agreement”). All capitalized terms not defined in this Meta Employee Participant Addendum (the “Addendum”) are defined in the Agreement.

Non-exempt employees and contingent workers of Meta companies are not permitted to participate in this Research, unless their job duties include piloting and design for this Research or work on the product and/or research that the Research covers. Non-exempt and contingent worker participation should be done within the normal scope of their work. Exempt employees, non-exempt employees, and contingent workers of Meta companies will not be paid for any Research sessions they may take part in.

1. **Voluntary Participation.** You understand that you are not required to participate in the Research, but that you have elected to do so voluntarily. Research may occur at various times and, to the extent that such times conflict with your work duties, you will obtain the permission of your manager prior to participating. You also understand that your decision to participate or not participate will have no impact on your employment status or the evaluation of your performance as an employee. Specifically, you understand that participants will not receive any more or less favorable treatment with respect to employment with Meta as a result of (a) participating in the Research; (b) signing the Agreement; or (c) deciding to stop participation at any time.

If you believe you are being required to participate in the Research or are being treated differently as a result of your participation or non-participation, you should contact your Human Resources Business Partner (“HRBP”) immediately.

2. **Use of Data in Employment.** Your Research Data and Merged Data shall not be (a) accessible by or provided to your manager (unless your team is responsible for conducting the Research, in which case it may be accessible to them on the same terms as any other Research participant) or HRBP, (b) included in your personnel file, or (c) otherwise used in determining your employment status or evaluating your performance as an employee in the ordinary course of business. If you believe your Data has been improperly used or shared, you should contact your HRBP.

3. **Employment Agreements & Governing Law, Forum.** Nothing in the Agreement or this Addendum modifies, replaces, or supersedes any employment agreement or other agreement that you may have with Meta (“Employment Agreements”), including but not limited to a Confidential Information and Invention Assignment Agreement (“CIIAA”) or Mutual Arbitration Agreement (if applicable), which will continue in full force and effect unless terminated in accordance with their terms. For the avoidance of doubt, no provision in this Agreement requires you to assign any invention if that invention qualifies for exclusion under California Labor Code Sections 2870 through 2872, to the extent they apply to your employment.

Additionally, as an Employee, the provisions in the “Miscellaneous” Section of the Agreement pertaining to governing laws shall not apply and the Agreement shall be governed in all respects by the laws of the jurisdiction in which you work for Meta, without reference to its choice of law rules. You hereby and irrevocably agree that any dispute or claim arising out of the Agreement

shall be subject to the exclusive jurisdiction of the courts of that jurisdiction (unless you executed a Mutual Arbitration Agreement with Meta, in which case that agreement may apply).