

EXHIBIT B-1
PARTICIPANT INFORMED CONSENT AND RELEASE

On behalf of our client, Sony Group Corporation of 7-1 Konan 1-chome, Minato-ku, Tokyo 108-0075, Japan and Sony AI Inc. (all together "**Company**") acting as controllers, we, Appen Japan KK acting as processor on behalf of Company are very pleased that you wish to participate in this image dataset creation project (the "**Project**"). The contact details of Sony Group Corporation and its affiliates including Sony AI Inc. can be found [here](#).

KEY POINTS for your participation in the Project and Company's processing of Your Data (as defined below):

- Through this project, Company aims to minimize biases in machine learning (ML) and artificial intelligence (AI) systems on the basis of a person's demographic background or physical characteristics. Company's objective is to ensure ML and AI systems perform fairly and ethically across a diverse set of ages, gender identities, nationalities, ancestries, etc. To do this, we will collect images and demographic data which include a diverse range of people AND annotations of those images.
- Company also aims to contribute to the broader ML and AI research and development community ("**Community**") to collaboratively develop, train, and evaluate ML and AI software, algorithms and other technologies. As such, Your Data will be made available to the Community, subject to reasonable restrictions on the use of Your Data. Further, Your Data, when contributed to the Community, will NOT include your name or email address. Members of the Community accessing Your Data will be contractually prohibited from attempting to associate your image with your name, email address or other personal identifiers.
- You voluntarily consent to sharing Your Data, including your facial, body, biometric, and other images and information about you and your surroundings.
- You consent to Company's use and disclosure of Your Data to develop, train, and evaluate machine learning and artificial intelligence software, algorithms, and other technologies.
- Your Data will be transferred to the US and other jurisdictions that may not provide an equivalent level of protection as your home country. Your provision of Your Data and your execution of this Participant Informed Consent and Release constitutes your explicit consent to the cross-border transfer of Your Data.
- You are free to decide whether to provide Your Data to Company and you have the right to withdraw consent to Company's use of Your Data, but your withdrawal will have no effect on the software, algorithms, and technologies derived from the use and disclosure of Your Data before Company deletes Your Data based on your request.
- Submission of Your Data does not guarantee that it will be selected by us or used by Company. If Your Data is not selected for participation, it will not be delivered to Company. Any data not delivered to Company will be deleted. Your Data will not be used for any other purpose, other than as stated herein.

Collection of Your Data. To participate in the Project, you will provide and/or we will collect your facial, body, biometric, and other images. You may also be asked to provide the following information for inclusion in the Project dataset and association with your images: name, email address, country where you are based, demographic information (age, gender identity, nationality, ancestry, and racial/ethnic origin); physical characteristic information (skin color, eye color, height, weight, hairstyle); disability information (hearing, vision, cognitive, and other disabilities); pregnancy status; actions depicted in the images; technical data, including metadata (geolocation data) associated with your images; and environmental data. Once collected, your images, and all other information that you provided and we collected on behalf of Company for purposes of this Project (collectively, "**Your Data**") will be included in the dataset for the Project.

Purpose(s) of Use. The Project is intended to use your Data to create an image dataset to support research about, and development, training, and evaluation of, commercial software, algorithms, and other technologies, especially machine learning and artificial intelligence technologies ("**Technologies**"), such as machine learning and artificial intelligence-enabled body and face detection, recognition, verification, image parsing, image editing and synthesis tools, and other applications (the "**Purpose(s)**"). As the controller, Company will use Your Data to train, evaluate, and otherwise develop commercial software, algorithms, or other technologies. We will only use Your Data as a processor/service provider to Company in accordance with Company's instructions.

Disclosure. Company will share Your Data with its affiliates, third-party consortia (these include companies in the technology (both hardware and software manufacturers), financial and cloud services sectors), all acting as controllers which will use Your Data for purposes similar to the Purpose(s). Company will also make Your Data available open-source for third parties to use Your Data to support research about, and development, evaluation and improvement of, commercial and non-commercial, machine learning and artificial intelligence software, algorithms, and other technologies. Prior to any such sharing, Company will maintain controls to associate a unique identifier with Your Data, and to remove your name and other personal identifiers from Your Data. You acknowledge and agree that Company is not liable for how its affiliates, those consortia or third parties process or use Your Data. You may opt out of having Your Data shared with Company's affiliates, consortia, or third parties open source at any time and for any reason by contacting Company at sonyai.data.collection@sony.co.jp.

Data Subject Rights. You may request deletion of Your Data at any time and for any reason, or request access to a copy of Your Data or other rights to the extent required by applicable law, by contacting Company at sonyai.data.collection@sony.co.jp. Upon confirmation of a request to delete, Company will securely delete Your Data within thirty (30) days in accordance with Company's data handling and retention protocols. You acknowledge and agree that while your requests to delete Your Data will result in Company's deletion of Your Data in its possession, such requests will have no effect on any software, algorithm, or other technology derived from the use of Your Data before your request. Depending on applicable law, you may also have additional rights with respect to Your Data, including the right to obtain confirmation that Company maintains certain of Your Data and the corresponding processing activities, to verify its content, origin, and accuracy, as well as the right to access, amend, review, port, delete or anonymize, or to block, restrict and object to the processing of Your Data and to withdraw your consent at any time (without affecting the lawfulness of processing based on consent before its withdrawal). You also have the right to file a complaint with a supervisory authority, including the data protection authority of your jurisdiction, in relation to the processing of Your Data. Finally, you may have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal or other similar material effects ("**Automated Decision-Making**"). Please note that Automated Decision-Making currently does not take place on the Company's Technologies with regard to Your Data for the Purpose(s).

Security and Retention. Company will maintain appropriate and reasonable technical and organizational security measures to protect Your Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction, and will restrict access at Company to those who need to know the information. Company will securely delete Your Data when the Purpose(s) have been satisfied in accordance with Company's data handling and retention protocols, which typically is established for twenty years from the date of collection to protect Company from legal claims, or to the extent permitted by applicable law, which may require Company to hold Your Data for specific periods. Company will also securely retain Your Data for up to twenty years from the date of collection as Company will need it to develop, train and evaluate current and future Technologies as described in

the section "Purpose(s) of Use" above. For more information on this, please contact: sonyai.data.collection@sony.co.jp.

Legal Basis of Processing. Company's legal basis for collection, use, disclosure, and other processing of Your Data is your consent.

Cross-Border Data Transfer. Your Data will be processed, stored and transferred for the Purpose(s) from your country to countries, which may not provide the same level of personal data protection as your country. These countries include the US and globally other countries not deemed adequate by the European Commission. Company takes appropriate measures to ensure that transfers of Your Data meet the requirements of applicable data protection legislation such as the EU standard contractual clauses. Where applicable data protection law requires your consent to transfer Your Data overseas, you provide your consent through your provision of Your Data and your execution of this Participant Informed Consent and Release.

Additional Considerations.


- Your participation in and the information you receive as part of your participation in the Project is strictly confidential and proprietary to Company, and you agree that you will not disclose or disseminate to any third party, or use for your own benefit, anything that you may observe or learn during your participation in the Project, including without limitation any methods demonstrated and any ideas presented.
- You acknowledge and agree that you are participating in this Project as an individual, this Participant Informed Consent and Release does not constitute a contract of employment, and you shall not be, at any time or for any purpose, deemed an employee or agent of Company.
- You acknowledge and agree that electronically signing or otherwise agreeing to (by ticking boxes or typing your name) this Participant Informed Consent and Release will have the same effect and validity as signing via any other means.
- You represent and warrant to Company as follows: (i) you release Company and hold it harmless from any and all loss, damage, or liability of any kind that may arise from your participation in the Project; (ii) you are not a resident of the US State of California, Illinois, Washington, or Texas; and (iii) unless this Participant Informed Consent and Release is signed by your Guardian, you are at least 18 years of age and you are not significantly impaired with respect to your ability to protect yourself from neglect, abuse, or violence on account of disability, illness, or otherwise.

By your signature or acceptance (by ticking boxes or typing your name) below, you agree that for good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge, you expressly, explicitly, and voluntarily consent to participate in the Project as described above.

By ticking the boxes below, you consent to providing Your Data, including sensitive data about ancestry, racial/ethnic origin, health (disabilities and pregnancy), biometrics, location, gender identity, and the transfer of Your Data in connection with the Project and for the use, disclosure, and other processing according to the Purpose(s) as described in this Participant Informed Consent and Release:

If you agree to and accept these terms, please sign below.

I have read and approved this Participant Informed Consent and Release.



jacobgijjah@gmail.com
JACOB S NYIRENDA
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