

WORKER RESPONSIBILITY AGREEMENT

This Worker Responsibility Agreement ("Agreement") is entered into by the undersigned contractor (referred to herein as "I", "my" or "me", and specifically identified herein) and AbbVie Inc., a Delaware corporation, on behalf of itself and its affiliates ("AbbVie"), (each a "Party"; together "Parties"). During the time I am engaged to provide services to AbbVie, through my employer (identified herein, "Employer") (the "Engagement"), and in consideration of my access to AbbVie's Confidential Information and Inventions (as defined below), I agree as follows:

1. My Engagement places me in a position of trust and confidence in which I will receive, use, obtain, or have access to Confidential Information and Inventions (as defined herein).
2. Confidential Information means all information disclosed to, learned by, or known by me as a consequence of or through my Engagement, about AbbVie's strategies, plans, products, methods, processes, or services, including, without limitation, information relating to techniques, shop practices, formulae, organisms, parts of organisms, compounds, compositions, testing apparatus, software, research data, clinical data, pharmacological data, customer/patient lists and data and files, pricing and sales information, equipment, devices, prototypes and models, any other information relating to research, development, discoveries, inventions, improvements, innovations, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling, and all other know-how, trade secrets and proprietary information that are in AbbVie's possession. Confidential Information also includes: (i) information AbbVie received under an obligation of confidentiality to any third party and Inventions that have not been disclosed to the public; and (ii) personnel data to the extent such data is disclosed to, learned by or known by me so as to carry out my duties relating to such data at AbbVie and financial data to the extent such data is disclosed to, learned by or known by me so as to carry out my duties relating to financial data at AbbVie. Confidential Information does not include information generally available and known by the public through no fault of my own. Inventions means inventions, discoveries, concepts, ideas, and original works of authorship whether or not patentable or copyrightable, including, but not limited to, compounds, compositions of matter, machines, articles of manufacture, processes, methods, formulae, software, techniques, strains and cultures, cell parts and organisms, as well as improvements thereof or know-how related thereto.
3. I acknowledge my relationship to AbbVie with respect to Confidential Information and Inventions is fiduciary in nature. I agree to hold in confidence and use best efforts to protect the secrecy and confidentiality of Confidential Information and Inventions. I will not, during my Engagement or thereafter, use or disclose, or assist in the disclosure to others, directly or indirectly, Confidential Information and Inventions, except as required and authorized pursuant to the terms of my Engagement. I agree to notify AbbVie immediately of any suspected or actual unauthorized access or inadvertent disclosure of Confidential Information or Inventions, and not present, publish, or submit for publication any work resulting from the work performed during this Engagement without AbbVie's written consent. AbbVie has sole discretion as to whether any presentations or publications resulting from the work performed hereunder can be developed, presented, published, or submitted for publication. I understand that if I primarily perform the Engagement in Florida, Georgia, or Wisconsin, or any other state that restricts the application of this Paragraph 3, then this Paragraph 3 shall be modified in accordance with, and enforced to the full extent permitted by applicable law.
 - a. Pursuant to 18 U.S.C. § 1833(b), I acknowledge that nothing in this Agreement (i) prevents me from disclosing information, including Confidential Information, in confidence, to a federal, state, or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) prevents me from disclosing Confidential Information in a complaint or other document that is made under seal and protected from public disclosure in a lawsuit; (iii) is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b); or (iv) limits my rights or ability to make truthful statements or disclosures regarding what I in good faith allege to be unlawful employment practices or criminal conduct by AbbVie to any federal, state or local government agency.
4. All Inventions, trademarks, trade dress, and Internet domain names, whether or not patentable, copyrightable, or registerable (including all data and records pertaining thereto) which I may invent, discover, originate, make, create, author, develop, conceive, or reduce to practice as a result of or in connection with my Engagement, or which may arise out of or result from Confidential Information obtained, provided or otherwise acquired, directly or indirectly, by me in connection with my Engagement shall be and hereby are the sole and exclusive property of AbbVie. I shall promptly and fully disclose each and all such Inventions, trademarks, trade dress, and Internet domain names to AbbVie. I shall and hereby do assign and transfer to AbbVie, or AbbVie's designee, without additional consideration, my entire right, title, and interest to all of the Inventions, trademarks, trade dress, and Internet domain names described in this Paragraph and any related U.S. or foreign counterparts, including all patents, patent applications, priority rights, copyrights and registrations thereon or related thereto, to the full extent permitted by law. I will execute any instruments AbbVie considers necessary to convey, confirm or perfect AbbVie's ownership thereof, and assist AbbVie in obtaining, defending and enforcing its rights therein. AbbVie shall bear all authorized incurred expenses relating to such activity and pay me reasonable compensation for my time spent performing duties at AbbVie's request following the end of my Engagement. To the extent that any of the Inventions constitute copyrightable subject matter, the Parties desire such subject matter to be deemed a "work made for hire" as defined in the U.S. Copyright Act (17 U.S.C. § 101) authored and owned by AbbVie to the full extent permitted by law. To the extent that any such Invention is not so considered a

"work made for hire" under applicable law or copyrightable subject matter, then such Invention will be deemed, upon invention, to be assigned to AbbVie, or AbbVie's designee, automatically without further compensation or action by either Party, and I hereby confirm that I have assigned such Invention to AbbVie or AbbVie's designee.

- a. In accordance with applicable law including Cal. Lab. Code §§2870-2872, Del. Code Ann. tit. 19, § 805, 765 III. Comp. Stat. Ann. 1060/1 -1060/3, Kan. Stat. Ann. § 44-130, Minn. Stat. Ann. § 181.78, N.R.S 600.500, N.J. Stat. Ann. § 34:1B-265, N.Y. Lab. Law § 203-F, N.C. Gen. Stat. Ann. § 66-57.1-66-57.2, Utah Code Ann. §§ 34-39-1 to 34-39-3 and Wash. Rev. Code Ann. § 49.44.140, if I primarily perform the Engagement in California, Delaware, Illinois, Kansas, Minnesota, North Carolina, New Jersey, New York, Utah, or Washington, I acknowledge and understand the assignment obligations under Paragraph 4 do not apply to Inventions I can prove were created entirely on my own time and without using AbbVie equipment, supplies, facility, or trade secret information (as limited by applicable law), unless the Invention (i) relates, at the time of conception or reduction to practice of the Invention, (a) directly to AbbVie's business, or (b) to AbbVie's actual or demonstrably anticipated research or development; or (ii) results from any work I performed for AbbVie. I understand that nothing in this Agreement is intended to expand the scope of protection provided to me by the foregoing applicable law. If I primarily perform the Engagement in a state with a similar law, any state law restrictions shall similarly apply herein.
5. I will not remove any Confidential Information, electronic equipment, badges, parking stickers, memoranda, notes, records, files, reports, photographs, drawings, plans, papers, computer software, compounds, pharmaceutical drug samples, and other documents, products and materials made or compiled by or made available to me during my Engagement, and any copies, summaries or abstracts thereof ("Property") from AbbVie's facilities without AbbVie management's prior written consent. At the end of my Engagement or upon AbbVie's request, I will return all Property to AbbVie.
6. I understand my Engagement is because of my skills and abilities, not my possession of any third party's confidential or proprietary information. I certify that I returned and/or destroyed, as appropriate, all third-party confidential or proprietary information, whether in electronic, paper, or other form ("Third Party Information") prior to my Engagement. I will not disclose or use, directly or indirectly, in furtherance of my Engagement, any Third Party Information that I obtained or learned about through my employment with any current or previous employer(s) or consulting or contract work. I will comply with any existing confidentiality obligations during my Engagement. I shall not disclose to AbbVie or any of AbbVie's employees, representatives, contractors or agents any Third Party Information without first obtaining the third-party's and intended recipient's written consent. My Engagement will not violate any non-compete, non-solicitation, or other agreement with any third party. I represent and warrant that I do not otherwise have relationships or commitments to any other person or entity which conflict with my obligations to AbbVie under this Agreement. I will use good judgment and avoid situations that can lead to the appearance of a conflict of interest, and if I become aware of a potential or actual conflict of interest, I will notify AbbVie immediately.
7. Any disputes arising out of, relating to, or in connection with this Agreement, including the interpretation, validity, scope, construction, performance, breach, enforcement, applicability or termination thereof, ("Covered Claims"), and the arbitrability of any Covered Claims, shall be resolved by final and binding arbitration, to be held in the county in which I was most recently primarily performed the Engagement, before a single, neutral arbitrator as the exclusive remedy in accordance with the Judicial Arbitration and Mediation Service/Endispute, Inc. ("JAMS") rules for employment disputes then in effect including the JAMS Arbitration Rules & Procedures (together "JAMS Rules"), except as expressly set forth herein or where such rules are not in compliance with applicable law. The Parties agree this Paragraph 7 is governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), and that they are engaged in interstate commerce as part of AbbVie's business. The arbitrator shall apply the Federal Rules of Evidence and Civil Procedure. Where there are arbitrable and non-arbitrable claims, the Parties agree to stay proceedings for non-arbitrable claims, with the exception of claims referred to in Paragraph 7(c), until the arbitrable claims are resolved. For claims I assert, I will pay JAMS' claimant filing fee under JAMS Rules and AbbVie will pay the remaining part of the filing fees, JAMS' administrative fees, and the fees and expenses of the arbitrator, only to the extent required by applicable law. The Parties will pay their own attorneys' fees and litigation costs, except as required by applicable law.
 - a. A Covered Claim includes any existing, pending and/or future claim (except claims non-arbitrable by law) that has arisen or arises between me on the one hand and on the other hand AbbVie, my Employer, and/or their respective past, present, and future: parent(s), subsidiaries, affiliates, officers, directors, employees, and/or contractors, including claims arising from services covered by AbbVie's written agreement(s) with my Employer, any written agreements between AbbVie and me, or the termination of my Engagement, my Employer, and/or the entity through which I perform services for AbbVie. Covered Claims include those brought against a third party, including any AbbVie vendor(s) and/or contractors, including my Employer, and this provision can be enforced by any such third party through a motion to compel arbitration, to the extent necessary. Covered Claims does not include workers' compensation, state disability insurance, unemployment insurance or compensation benefits claims, disputes covered by a collective bargaining agreement or the National Labor Relations Act, and claims that are not arbitrable as a matter of law, such as claims covered by the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (H.R. 4445, codified at scattered sections of Title 9 of the United States Code) ("SASH Act"). Nothing herein precludes me from filing or conciliating a claim or charge with, or participating in an

investigation conducted by, a federal, state or local agency, commission or body such as the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Securities Exchange Commission, and any similar state agency.

b. As to any Covered Claim, each Party waives to the full extent permitted by law the right to jury and bench trial and to bring, maintain, or participate in any class, collective or representative proceeding, whether in arbitration or otherwise. Each Party agrees Covered Claims must be arbitrated on an individual basis only, and cannot be maintained as a class action; representative action; action under the Private Attorneys General Act on a representative basis; or collective action, to the full extent permitted by law ("Waiver"). If the arbitrator, or a court of competent jurisdiction, finds this Waiver is not enforceable as to any Covered Claims, only Covered Claims the arbitrator or court finds can be arbitrated on an individual basis shall be arbitrable under this Agreement and any remaining Covered Claims must be pursued in court. The arbitrator has no authority to consider, certify, or hear an arbitration as a class, collective, or any type of representative action. Either Party may lawfully seek enforcement of this Agreement, including the Waiver, under the FAA and seek dismissal of such actions or claims. Notwithstanding anything herein to the contrary, any claim that all or part of the Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined solely the arbitrator. Each provision of the Waiver shall be severed where necessary to ensure the individual action proceeds in arbitration.

c. Notwithstanding the foregoing, any Party may present to a court of competent jurisdiction a petition for preliminary injunctive relief as permitted based on applicable state and/or federal law, including but not limited to claims relating to Paragraph 3, 4, or 5 of this Agreement.

8. Subject to Paragraph 7, the Parties agree that this Agreement will be governed and construed in accordance with the laws of the State of Illinois (or, if applicable, federal law) without regard to conflicts of law rules and submit to the jurisdiction of state or, if diversity exists, federal court in Illinois, to the extent permitted by law; *provided that*, if I primarily reside and work in California, Massachusetts, or Washington, or any state with similar choice of law rules, this Agreement will be governed by and construed in accordance with the laws of the state in which I primarily work on the Engagement, and AbbVie and I agree to submit to the jurisdiction of that state's courts or, if diversity exists, federal court in that jurisdiction, subject to the right of the Parties to compel arbitration per Paragraph 7.

9. I acknowledge that I am not an employee of AbbVie for any purpose. This Agreement is not, and shall not be construed to create a contract of employment and/or joint employment, express or implied, nor shall it entitle me to participate in any benefit plan or program for AbbVie employees, and I waive any and all rights that I may have to participate in any such plans or programs. I am not entitled to, and I waive any and all rights that I may have to be covered under, AbbVie's workers' compensation policies.

10. This Agreement constitutes the complete understanding between the Parties and supersedes all prior agreements or understandings concerning its subject matter. This Agreement can be modified only by mutual written agreement. If any provision(s) (or portions thereof) of this Agreement are ruled invalid or unenforceable, those provision(s) (or portions thereof) will be severed, and the remainder of the Agreement will remain valid and enforceable. This Agreement shall inure to the benefit of, be binding upon and enforceable by AbbVie, its successors and assigns and my heirs, executors and administrators.

11. I will comply with applicable law and AbbVie policies and procedures, including the AbbVie Code of Business Conduct, Anti-Harassment/Discrimination and Workplace Violence Prevention policies, and electronic communications and gift/meals/entertainment policies, in performing my Engagement and any services for AbbVie.

I UNDERSTAND I HAVE THE RIGHT TO, AND DID TO THE EXTENT I DESIRED, SEEK LEGAL ADVICE BEFORE SIGNING THIS AGREEMENT. I HAVE CAREFULLY READ, UNDERSTAND AND AGREE TO THIS AGREEMENT, INCLUDING THE KNOWING AND VOLUNTARY WAIVERS IN PARAGRAPH 7.

AGREED TO AND ACCEPTED BY:	Name: Justice McKinney	Date:
Signature:	E-mail Address (non-AbbVie):	Title & Employer:
	justice.mckinney.jm@gm	