



## **CONSENT, RELEASE OF CLAIMS, AND WAIVER OF LIABILITY**

I wish to provide my experiences as a patient as part of MARIUS's product and/or disease awareness campaigns ("Campaigns"). I understand that my participation in the Campaigns is completely voluntary, without compensation, and at my own risk.

By signing this Consent and Release ("Agreement"), I hereby grant to MARIUS and its affiliates, successors, and assigns (collectively, "MARIUS") the limited permission to photograph me, copyright, use, and publish printed, video, audio or photographic images of me and/or my statements, including images in which I may be included, in whole or in part, regarding my experience as a patient with low testosterone who is prescribed KYZATREX® (testosterone undecanoate) for treatment (collectively, "Content"). MARIUS may reproduce, publish display, post, or otherwise use the Content in all media, including but not limited to social media, marketing materials, websites, and online, for a period not to exceed five (5) years from the Effective Date of this Agreement. In all cases, Content shall be used solely for the purpose of publicity, advertising, marketing, and promotion in relation to the Campaigns.

I understand that MARIUS may use Content by itself or combine it with other written, printed, graphic, or audio matter. MARIUS has the right to edit, abridge, and format the Content, in whole or in part, in all media now known or later developed for the Campaigns, and I waive all rights to inspect or approve finished products. MARIUS may contact me to ensure that Content accurately reflects my personal experience with low testosterone and/or KYZATREX.

I hereby grant MARIUS full ownership of any such Content subject to the use restrictions of this Agreement. I waive all rights that I may have to claims for payment or royalties in connection with any exhibition, posting, or publication of the Content. I hereby waive any and all claims that I may have against MARIUS, and will not hold MARIUS responsible for any claim or liability, related to their use of the Content so long as that use is consistent with the terms of this Agreement, including but not limited to claims in the nature of copyright infringement, trademark infringement, defamation, disparagement, libel, slander, invasion of privacy or publicity or the like. I understand and acknowledge that MARIUS (a) will be under no obligation to actually use the Content, and (b) has the right to use the Content either with or without my name. Any use of my name will be limited to my first name or my first name and last name initial.

By signing below, I warrant that all information I submit to MARIUS, including the Content, is true and accurate to the best of my knowledge, I have the right to grant all necessary permissions for MARIUS's use of the Content, I am at least 18 years of age, over the age of majority in my jurisdiction, and able to enter into this Agreement. I further acknowledge that I have read and agree to the terms of this Agreement. This Agreement shall be binding up on me and my heirs, legal representatives, and assigns. This Agreement is governed by the laws of North Carolina, and any actions that in any way arise from or are related to the Content or Campaigns must be brought in the state or federal courts located in North Carolina.