## HemoCue AB Agreement and Release for Unsolicited Submission

- 1. I represent that I have the authority to disclose the information in the attached Submission, and the authority to execute this Agreement and Release.
- 2. I also represent that the information disclosed in the submission is wholly original to me, that I am the sole owner of all the information disclosed in the Submission, and that no interest in the information in the Submission has been granted to or acquired by others.
- 3. I acknowledge and agree that HemoCue AB has not solicited the Submission, and that I make it voluntarily. I agree that no confidential relationship is established or implied by HemoCue AB receipt and evaluation of the Submission, that HemoCue AB shall have no obligation to keep any information in the Submission confidential, and that HemoCue AB shall have no obligation to return the Submission to me.
- 4. I agree that HemoCue AB will have full and sole discretion with respect to what (if any) action HemoCue AB takes with respect to my Submission. I agree that HemoCue AB shall have no obligation to specify or explain the reason for any decision HemoCue AB may make with respect use or non-use of the information in my Submission, and that HemoCue AB shall have no obligation to incorporate or use any information in the Submission in any product.
- 5. I agree that HemoCue AB shall have no obligation to pay me or otherwise compensate me in any way for receiving and evaluating the Submission, and that any decision by HemoCue AB to purchase or license the Submission or any intellectual property associated with the Submission shall be at HemoCue AB's sole discretion.
- 6. Subject only to the valid in-force claims of any patents (if any) owned by or licensed to me, I release HemoCue AB from any liability with respect to using any of the information in the submission or for making, having made, using, selling, or offering to sell any product employing any information in the Submission. I agree to rely solely on my patent rights (if any) with respect to any claim I might have with respect to the Submission.
- 7. I agree to resolve any dispute with HemoCue AB arising from or relating to my Submission under the laws of Sweden with Stockholm being the agreed court venue.

I have read the above Agreement and Release and agree to be bound by its terms.