

HIPAA AUTHORIZATION

Use and Disclosure of Protected Health Information for Marketing Purposes

Please read this entire form carefully and in its entirety. Providing an electronically signed HIPAA Authorization gives us permission to use you/your child's health information as set forth below.

1. **Authorization.** I understand that this Authorization is being provided to me by Tandem in accordance with the Health Insurance Portability and Accountability Act ("HIPAA"), which is a federal privacy law. I hereby authorize Tandem Diabetes Care, Inc., its subsidiaries, affiliates, employees, agents, distributors, product development partners, and contracted trainers (collectively referred to as "Tandem") to use and disclose my/my child's protected health information ("Information"), as described below. I certify that I am over the age of eighteen (18) years and have legal capacity to sign this Authorization.

2. **Purposes.** I authorize Tandem to use and disclose the categories of my/my child's Information listed in Section 3 below for marketing and advertising purposes as those terms are interpreted by HIPAA to include a communication, including video and written media, about a product or service that encourages me or others to purchase or use it. I authorize my/my child's Information to be disclosed in print, video, virtual and online communication channels (Tandem's website, blog, social media accounts, email, etc.), I understand that this definition does not include, and that this Authorization does not apply to, communications from Tandem about products or services Tandem provides; or uses or disclosures of my/my child's Information made for my/my child's healthcare treatment, payment, or Tandem's operations, or to let me know about treatment alternatives.

3. **Description of Information to be Used or Disclosed.** I understand that this Authorization allows Tandem to use or disclose the following types of my/my child's Information for marketing and advertising purposes:

- Name, age, and email address;
- Regional location;
- Information relating to my/my child's current therapy, including my/my child's experience using Tandem products and services to assist in my/my child's diabetes management;
- Information relating to my/my child's general history with diabetes and diagnosis story, including, without limitation, the year of my/my

child's diagnosis, previous methods of insulin delivery, and distinctions between previous methods used and my/my child's experience with Tandem products and services;

- Tandem pump and infusion set data;
- Photographic images of me/my child depicting my/my child's use of Tandem's products and/or services;
- Video content of me/my child describing my/my child's use of Tandem's products and/or services; and
- My social media posts regarding my/my child's use of Tandem's products and/or services.

Tandem reserves the right to edit the length of the Information as required for the purposes set forth herein.

4. **Authorization to Use or Disclose the Information.** Tandem, its authorized distributors, its third-party service providers, agents, and representatives, the media, and the public are authorized to use or disclose the Information.

5. **Authorization to Receive the Information.** Tandem, its authorized distributors, its third-party service providers, agents, and representatives, the media, and the public are authorized to receive the Information.

6. **Expiration.** This Authorization expires when I notify Tandem in writing at Tandem Diabetes Care, ATTN: Legal Department, 11075 Roselle Street, San Diego, CA 92121. that I no longer use Tandem products or services, or ten years after the date of this authorization, whichever is earlier.

7. **Revocation.** I understand that I have the right to revoke this Authorization by sending a written revocation request to Tandem Diabetes Care, ATTN: Legal Department, 11075 Roselle Street, San Diego, CA 92121. I also understand that such revocation will not be effective with respect to Information that has already been used and/or disclosed per this Authorization.

8. **Treatment Not Conditioned.** I understand that Tandem will not deny me/my child treatment, products, or services based on whether or not I sign this Authorization.

9. **Potential for Redisclosure.** I understand that Information disclosed pursuant to this Authorization may be redisclosed by recipients (including me) and may no longer be protected by HIPAA.

10. **Copy.** I understand that I can print a copy of this signed Authorization, and Tandem will also provide me with a copy upon my written request to Tandem at Tandem Diabetes Care, ATTN: Legal Department, 11075 Roselle Street, San Diego, CA 92121.

