

NOTICE TO APPLICANTS/EMPLOYEES

MERIT MEDICAL SYSTEMS, INC.

Version 1.0

NOTICE

Please take notice that Merit collects certain information about you. For more information on Merit's policies, please refer to Merit's privacy policy at <https://www.merit.com/privacy-policy/>.

California's California Consumer Privacy Act ("CCPA") and California Privacy Rights Act ("CPRA") provide California applicants and employees with certain rights:

- Knowledge of information collected;
- Deletion of information collected;
- Opt-out of information collected;
- Opt-in of information collected;
- Correction of information collected;
- Go to court;
- Limit use of information collected;
- Not to be discriminated or retaliated against for exercising rights under the law.

WHERE WE GET YOUR INFORMATION FROM

Merit collects information about you from the following sources: 1) you; 2) prior employers, references, recruiters, job-related social media platforms; 3) third-party sources of demographic information; 4) third-party companies, such as background check companies, drug testing facilities; and 5) claim administrators and investigators. Depending on Merit's interactions with you, we may or may not collect all of the information identified about you.

THE PERSONAL AND SENSITIVE PERSONAL INFORMATION THAT WE ARE COLLECTING

We are collecting the following information:

- Identifiers, such as name, government-issued identifier (e.g., Social Security number), and unique identifiers (e.g., employee ID);
- Personal information, such as real name, signature, SSN, physical characteristics or description, address, telephone number, personal email address, passport number, driver's license or state identification card number, federal identification authorizing work in the United States, access and/or passcodes, insurance policy number, education, employment, employment history, bank account number, other financial information, medical information, or health insurance information;
- Characteristics of protected classifications under California or federal law, such as age, marital status, gender, sex, race, color, disability, citizenship, primary language, immigration status, military/veteran status, disability, request for leave, and medical conditions;
- Commercial information, such as transaction information and purchase history (e.g., in connection with travel or other reimbursements);
- Internet or network activity information, such as browsing history and interactions with our online systems and websites and any personal information that you provide while accessing Merit's computer systems, such as personal credit card information and passwords;
- Geolocation data, such as device location from usage of Merit's devices or mileage reimbursement software;
- Biometric information related to access to Merit's secured access points;
- Audio, electronic, visual, and similar information;
- Professional or employment-related information, such as work history and prior employer;
- Non-public education information;

- Inferences drawn from any of the Persona and Sensitive Personal Information listed above to create a profile or summary about, for example, an individual's preferences and characteristics; and
- Pictures of you, your vehicle make, vehicle license plate number.

HOW YOUR PERSONAL AND SENSITIVE PERSONAL INFORMATION IS USED

We may use Personal and Sensitive Personal Information:

- To operate, manage, and maintain our business;
- For hiring, retention, and employment purposes;
- To otherwise accomplish our business purposes and objectives, including, for example:
 - Emergency services;
 - Conducting research, analytics, and data analysis;
 - Maintaining our facilities and infrastructure;
 - Quality and safety assurance measures;
 - Conducting risk and security controls and monitoring;
 - Protecting confidential and trade secret information;
 - Detecting and preventing fraud;
 - Performing identity verification;
 - Performing accounting, audit, and other internal functions, such as internal investigations;
 - Complying with the law, legal process, and internal policies;
 - Maintaining records;
 - Claims processing;
 - Responding to legal requests for information and subpoenas; and
 - Exercising and defending legal claims.
- Any other purposes authorized by the California Privacy Protection Agency, California or Federal law.

We may or may not have used Personal and Sensitive Personal Information about you for each of the above purposes.

SHARING OF PERSONAL INFORMATION

We only share your information with the following third-party entities:

- payroll systems;
- background vendors;
- drug testing vendors;
- healthcare systems;
- applicant tracking systems;
- court ordered entities;
- government or other entities in response to audits, subpoenas, court orders; and
- in response to inquiries related to mortgage, auto loans, employment verification, unemployment, Medicare/Medicaid, Department of Workforce Services. (Beth to check if deidentification changes our need to disclose)

SELLING OF PERSONAL INFORMATION

Merit does not sell your personal information.

DATA RETENTION

Merit retains the information it receives about you for varying periods of time depending on the nature or type of information, as set forth in the Data Retention Chart attached hereto as Schedule I, unless a shorter or longer period is required by California or Federal law.

FOR INQUIRIES AND/OR TO SUBMIT REQUESTS FOR INFORMATION, DELETION OR CORRECTION.

Please contact either: (1) Cheryll Ross, 801.253.1600, cheryll.ross@merit.com, 1600 West Merit Parkway, South Jordan, Utah, 84095; or legal@merit.com for inquiries about Merit's policy, or to submit your requests for information, deletion or correction.

SCHEDULE I

DATA RETENTION SCHEDULE

Data will be maintained for 1) the amount of time required by law or 2) as shown in the below chart, whichever is longer. These are minimum times and data may be retained for longer periods at Merit's discretion.

Data Type	Minimum Retention Period
Applications, Resumes, offer letters, and pre-employment tests and tests results from rejected applicants	4 weeks from termination of the selection procedure or, subject to the applicant's consent, 1 year from termination of the selection procedure
Background Checks on Employees	2 years after termination of employment contract
Benefits Description per Employee	5 years after termination of the employment contract
Collective Bargaining Agreements	Permanent, so long as current
EEO-1 Reports	Keep most recent annual filing
Employee Applications and Resumes	2 years from the termination date of the employment contract
Employee Benefit Plans Subject to ERISA (includes plans regarding health and dental insurance, 401(k), long-term disability, and Form 5500)	5 years after termination employment contract
Employee Offer Letters	4 years from employee termination
Employee Polygraph Test Records	2 years from termination date of the contract
Employee Records with Information on Pay Rate of Weekly Compensation; Merit Evaluations, Records Relating to Promotion, Demotion, Transfer, Discipline, Termination, or Selection for Training; Copies of Tests Given to Employees; Results of any Physical Examination Considered in Connection	5 years after termination of employment contract
Employee Tax Records	7 years from the date tax is due or paid
Employment Contracts; Employment and Termination Agreements	7 years from the termination date
Employment Eligibility and Verification (I-9 Forms)	2 years from termination date of the contract
Employment of Minors—Name, Address, and Date of Birth; Certificate of Age; Dates of Hire and Termination; Times of Daily Meal Period(s); Total Hours Worked in Each Day and Week; Output of Minor Employee if Paid Other Than on an Elapsed Time Basis; and Any Written Training Agreements	2 years from termination date of the contract
Employment of Student Learners—Employment Applications, Certificates Authorizing Employment and Notation of Occupation	2 years from termination date of the contract
Family and Medical Leave Documents	2 years from termination date of the contract
Handicapped Workers Paid at a Subminimum Wage	2 years from termination date of the contract
Injury and Illness Incident Reports (OSHA Form 301) and Related Annual Summaries (OSHA Form 300A); Logs of Work-Related Injuries and Illnesses (OSHA Form 300); Supplemental Record for Each Occupational Injury or Illness (OSHA Form 101); Log and Summary of Occupational Injuries and Illnesses (OSHA Form 200)	The latter of (i) 2 years from termination date of the contract or (ii) 5 years after event
Internal Complaints and Related Documents from Handicapped Workers, Termination of Disabled Veterans, and Veterans of the Vietnam Era; and All Documents Concerning Action(s) Taken in Response to Such Complaints	The latter of (i) 2 years from termination date of employment contract or (ii) 5 years after complaint
Job Descriptions, Performance Goals and Reviews; Garnishment Records	2 years from termination date of employment contract
Labor Agreements	7 years after termination
Medical Exams Required by Law	Duration of employment + 30 years???
Material Safety Data Sheets or Safety Data Sheets (MSDS/SDS)	40 years after date substance was last received in the workplace or 40 years from date of last complaint, whichever is later
Personnel or employment records made or kept by a contractor or subcontractor with at least 150 employees or less than \$150,000 in federal government contracts	2 years from termination date of employment contract
Pension Plan and Retirement Documents	5 years after expiration Permanent, if current
Receiving Sheets	1 year after production document
Requisitions	1 year after production document
Salary Schedules; Ranges for Each Job Description	2 years after expiration, permanent if current
Seniority or Merit Rating System	2 years from termination date of employment contract
Time Reports	2 years from termination date of employment contract

Training Agreements, Summaries of Applicants' Qualifications, Job Criteria, Interview Records and Identification of Minority and Female Applicants	Duration of training + 4 years OR 4 weeks after closing application term without permission and 1 year after closing application term with permission General documents without personal data
Workers' Compensation Records	40 years after termination employment agreement
Written Affirmative Action Program (AAP) and Supporting Documents	For immediately preceding AAP year, unless it was not then covered by the AAP year