

Patient Consent Form

CONSENT TO GENOMIC TESTING

Your healthcare provider (“HCP”) has ordered genomic sequencing and analysis (the “**Test**”) from Tempus Labs, Inc. (collectively with its related corporations, “**Tempus**”) to obtain information that may provide your healthcare provider with information relevant to medical management of your cancer. This document, which you should read carefully, describes potential risks, benefits, and limitations of the Test. If you have any questions or need additional information, please consult your HCP and/or a genetic counselor before signing. You are not required to have the Test.

If you decide to consent to the Test, please sign and date where indicated at the end of this document. For any patient below the age of majority, the Consent to Genomic Testing form must be completed by the patient’s legally authorized representative.

PURPOSE OF THE GENOMIC EXAMINATION

The primary purpose of the Test is to identify characteristics of your, or your child’s, tumor that may inform decision making by your HCP. For more information on the reasons your HCP has ordered the Test, please consult directly with your HCP.

I have read and understand Purposes of the Genomic Examination

TYPE AND SCOPE OF GENOMIC EXAMINATION

As part of the Test, Tempus may perform Next Generation Sequencing (“**NGS**”), an analysis of certain regions of DNA (and RNA, if applicable) in your tumor or inherited genomic profile that may be associated with your cancer. This Test is used to identify what, if any, DNA (and RNA, if applicable) variant(s) you or your child is carrying which is causing the specific cancer you are being tested for. Identifying the mutation may be useful for diagnostic and treatment purposes. Only the genes identified on the requisition form completed by your HCP will be analyzed.

I have read and understand the Type and Scope of Genomic Testing

INFORMATIVE VALUE OF THE GENOMIC EXAMINATION

Performing certain Tests on your normal (non-tumor) sample may reveal personal health information about you or information about your genomic profile that is unrelated to your cancer diagnosis, such as hereditary information, additional diagnoses, or changes in your condition in a manner that is not a primary purpose of the Test (“**Incidental Findings**”). The Test reports may include information about Incidental Findings that may predict future health as well as to diagnose current problems. In each case where Incidental Findings are reported, you may learn medical information about yourself (or your family) that you did not expect. You may want to discuss this information with your HCP, physician, or a genetic counselor. If you want to talk to a genetic counselor, you can ask your doctor to refer you to one.

I understand that these Incidental Findings may be important to determining an appropriate course of treatment. I have read, understood, and agree to receive incidental findings related to the Tests ordered by your physician.

I have read and understand the Informative Value of the Genomic Examination

TEST METHOD

Tempus will work with your healthcare provider and/or physician to obtain tumor samples and/or normal samples (saliva or blood), as well as information from your electronic health records. For certain Tests, Tempus may compare DNA sequencing results obtained from the tumor cells with those obtained from your normal cells.

Your sample will be sent to Tempus’s laboratories in the United States for the Test. Laws in the United States may not provide the same level of protection for personal data as the laws in your home country.

I have read and understand the Test Method

TEST RESULTS

Your treating HCP has sole responsibility for all decisions concerning the possible management of your diagnosis and disease; Tempus will not provide a diagnosis or treatment decisions. Instead, the Test report provides information for your healthcare provider to review. Your HCP is responsible for communicating with you regarding the results of the Test and may refer you or your child to a specialist for further clinical evaluation and confirmation of diagnosis, if applicable.

There is no guarantee that the Test will yield clinically relevant information, inform your healthcare provider’s clinical decisions, or otherwise lead to any particular or beneficial outcome for you.

I have read and understand the Test Results

SAMPLE AND DATA RETENTION

Genomic material, including DNA and RNA, will be obtained from samples, stored, and analyzed, with information from your electronic health record, all at Tempus’ facilities in the United States. Your genomic material will be stored in accordance with industry best practices and applicable law. The results of the Test may become part of your medical record and otherwise be retained by your HCP and Tempus subject to applicable law. Your sample may be retained by Tempus and used for Tempus’ internal validation, process development, quality control studies, or similar activities (including after death).

I have read and understand the Sample and Data Retention

RISKS AND LIMITATIONS

Test results may show one or more "actionable" genomic alterations, meaning that there may be U.S. F.D.A.-approved therapies available that target your type of cancer or clinical trials may be available to you. Because genomic information is involved, the results of the Test could impact your ability to obtain life, disability, long-term care, or other forms of insurance. You may learn unexpected medical information about yourself, such as an additional diagnosis or a change in your condition, which may or may not be treatable and which may cause you distress just by learning about it. Inherited genomic alterations may also be identified. Because certain Tests are not designed with the primary purpose of identifying germline (or hereditary) alterations, those Tests should not be ordered to identify actionable germline variants (other than drug selection/dosing) or for carrier/ pre-symptomatic/ predictive/ susceptibility testing or screening.

Knowledge about the effects and meaning of genomic changes is constantly changing. The Test does not examine every possible variant and may not identify all variants related to your cancer, because there is a possibility of testing errors by Tempus and because biological factors may limit the accuracy of results. Subject to applicable law, Tempus may not be obliged to update or later re-evaluate the results of the Test after they have been made available to your HCP.

I have read and understand the Risks and Limitations

PERSONAL DATA

Tempus will process Personal Data, including special categories of Personal Data, in order to perform testing services, to bill for these services and to meet our legal obligations. Our processing is necessary based on our legitimate interest in providing our healthcare and other services to you. Additionally, our processing may be necessary for the purposes of preventive medicine, for medical diagnosis and the provision of health treatment and for public health purposes. Your Personal Data will be retained only as permitted by applicable law.

Additional information about Tempus privacy practices is available at <https://www.tempus.com/privacy/>.

I read and understand Personal Data

CONFIDENTIALITY

You have the right to confidential treatment of the Test and your Personal Data. Your HCP will provide Tempus with your Personal Data including your name, date of birth, gender and information relating to your test to help track your sample and report results. To maintain confidentiality, the test results will only be released to the referring HCP, to the ordering laboratory, to the patient/guardian, to other health care providers involved in your diagnosis and treatment, or as otherwise required by law or regulation.

Unless permitted by applicable law, Tempus will not disclose your Personal Data except with your written consent. You and your HCP can control how your Test and Personal Data are processed. You have the right to request access to your Personal Data, request corrections of any errors in recorded Personal Data, or where Personal Data may be missing or incomplete ask that it be completed. You also have the right to ask that your Personal Data be erased, subject to law or regulation. You can contact your HCP for such requests and your HCP will contact Tempus, or you can contact Tempus directly by emailing privacy@tempus.com. If requests for access, correction, completion, or erasure cannot be fulfilled, you will be informed and provided with the reasons why your requests cannot be fulfilled.

I read and understand Confidentiality

WITHDRAWAL OF CONSENT

I understand this consent is voluntary and is valid until I withdraw my consent. I understand I may withdraw my consent to the Test at any time, that Tempus will not perform the Test unless I provide consent to the Test. If I withdraw any consent, it will not affect actions taken before I withdrew my consent. I understand that if I wish to withdraw my consent, I should contact Tempus via email at: privacy@tempus.com to request withdrawal.

I read and understand the Withdrawal of Consent

By signing below, you certify that you have read and understood this document and you have received satisfactory information and answers to any questions or concerns you have.

Patient Signature	
Print Name of Patient	Date (DD/MM/YYYY)