

Patient Consent Form

CONSENT TO GENOMIC TESTING

Your healthcare provider 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 healthcare provider 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.

ABOUT THE TEST

The primary purpose of the Test is to identify characteristics of your tumor that may inform decision making by your healthcare provider.

As part of the Test, Tempus may perform Next Generation Sequencing (“**NGS**”) and analysis of certain regions of DNA (and RNA, if applicable) in your tumor or inherited genetic profile that may be associated with your cancer. Tempus will report Test results to your healthcare provider. Tempus will work with your healthcare provider 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.

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 will include information about incidental findings. 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 physician or a genetic counselor. If you want to talk to a genetic counselor, you can ask your doctor to refer you to one. These incidental findings may be important to determining an appropriate course of treatment. Your signature below indicates that you have read, understood, and agree to receive incidental findings related to the Tests ordered by your physician.

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. The results of the Test may become part of your medical record and otherwise be retained by your healthcare provider and Tempus subject to applicable law.

RISKS, BENEFITS, & LIMITATIONS

Tempus and the Test report do not provide any medical diagnosis or treatment decisions. Instead, the Test report provides information for your healthcare provider to review. 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.

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. In addition, in the event of a data breach, it is possible that your data could be identified and used against your interests.

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. Tempus is not obligated to update or later re-evaluate the results of the Test after they have been made available to your healthcare provider.

YOUR PERSONAL DATA

Tempus will also be handling your Personal Data, which means data, whether true or not, about an individual who can be identified: (a) from that data; or (b) from that data and other information to which Tempus has or is likely to have access (“**Personal Data**”).

The “**Purposes**” for which Tempus collects, uses, discloses, or processes your Personal Data include carrying out the Test, related communications to you or your healthcare provider or institution, billing-related activities, managing Tempus’ administrative and business operations, carrying out your instructions, and other permitted or reasonably related activities. Carrying out the Purposes will involve the overseas transfer and storage of your Personal Data, including to Tempus’ facilities in the United States. Tempus may also need to use or disclose your Personal Data to comply with its legal obligations or a government request. Tempus may

also remove certain identifying information from your Personal Data, such as by de-identifying, pseudonymizing, or anonymizing the Personal Data. By providing your consent below, Tempus may use and disclose to third parties (including on a commercial basis) the resulting data to empower research and improve patient care, in each case solely as permitted by applicable law.

Subject to applicable law, your Personal Data may be disclosed to the following entities, whether located overseas or domestically: your healthcare provider, other healthcare providers and institutions; Tempus' related corporations and personnel; third parties such as Tempus' agents, contractors, investors, advisors, business partners, and service providers; your healthcare provider's or their institution's medical records provider, which may result in other healthcare providers or institutions having access; billing-related entities (such as insurers); a legal guardian, executor or administrator of your estate; government officials; and any other party to whom you authorize Tempus to disclose your Personal Data.

PATIENT CONSENTS AND AUTHORIZATIONS

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. You understand that while it is possible that germline genetic variants may be identified as part of the Test, not all Tests are designed for the purpose of identifying such variants. You should seek further appropriate testing or genetic counseling services where necessary, such as if a risk of germline genetic alterations or variants is suggested due to an Incidental Finding. You also consent to all collection, use, disclosure, and processing of your Personal Data described in this document. Such consent is in addition to any other consents you may have previously provided to Tempus and Tempus' rights under applicable law.

In addition, you authorize the release of your pathology specimens, medical records, and other materials, including extracted DNA and RNA, that are requested by Tempus ("**Materials**"), and you direct the pathology lab and/or healthcare organizations to provide all such Materials to Tempus (including its facilities in the United States). You accept that the Materials may be irreplaceable and could be lost or damaged in handling, transit or when used, and you release Tempus and any pathology laboratory releasing such Materials from any claims related to any such loss or damage. You agree that any remaining portion of the Materials may be retained by Tempus and used for validation, process development, quality control studies, or similar activities (including after death).

By signing below, you also agree that Tempus and its affiliates may remove direct identifiers (such as your name and address) from the Materials and your health records and further collect, use, and disclose to third parties (including on a commercial basis) such Materials and health data for research purposes (for example, but without limitation, research related to cancer diagnosis, testing and therapies).

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