Patient consent & billing form

Tempus Patient Consent for Testing and Payment

Your healthcare provider has ordered the Tempus nP pharmacogenomic test (the "Test") to support personalized treatment decisions. The purpose of the Test is to obtain additional information, using DNA genotyping and analysis, that may inform your healthcare provider's medical management of your condition. This document describes the potential risks, benefits, limitations and payment terms for the Test. If you have any questions or need additional information, please consult your healthcare provider before signing. You are not required to have the Test. If you decide to authorize the Test, please sign and date where indicated at the end of this document.

If you proceed with the Test, it is important that you review the test results and reference information with your treating healthcare provider. Medications or dosing should not be changed outside of the direction and monitoring of a licensed provider, or changed solely based on the test results or reference information.

Purpose & Process

Tempus (or its licensed, third-party contractor) will perform sequencing and analysis of certain regions of your DNA, and Tempus will report Test results to you and the ordering healthcare provider. Depending on your DNA, the Test may indicate whether you have one or more genetic variants that may be associated with the metabolism of certain therapeutic products. Tempus will obtain a saliva or buccal swab sample and may also obtain information related to your health from you (for example, as part of your test request or through the TempusPro app) or your electronic health record. After the sample is received, Tempus will perform the Test, which typically takes between 7-10 days to generate results. Genetic material, such as DNA, will be obtained from your sample, stored, and analyzed.

Your identifiable data is subject to legal requirements regarding its use, protection, and confidentiality. Tempus may also use your samples and health information for the following purposes in accordance with applicable law.

Tempus may use and disclose the Test results and your other health data as described in its Notice of Privacy Practices (NPP).

In order to improve the quality of our testing, Tempus may retain genetic material (e.g., DNA or RNA) extracted from your saliva or buccal swab for an indefinite period of time following the testing and use leftover materials for internal purposes, including quality assurance and test validation, which may include further genetic analysis.

Tempus may also remove direct identifiers from these materials and/or information about your health from the sources described above, and use the de-identified information and materials for research purposes, including future research related to diagnosis, testing and therapies. Tempus' NPP includes information about how de-identified genetic analysis and other health data may be commercially used and shared in or out of the United States with life science companies or others. Third parties receiving de-identified data or genetic material are prohibited from using it to re-identify you.

Tempus may contact you from time to time about potential opportunities to participate in research projects.

Risks, Benefits, & Limitations

Tempus' Test report does not provide any medical diagnosis and does not make any specific treatment recommendations; instead, it provides information for your provider to review. There is no guarantee that the Test will yield clinically relevant information, inform your provider's clinical decision-making or otherwise lead to any particular or beneficial outcome for you.

Knowledge about the effects and meaning of genetic information is constantly changing. This Test does not examine every possible variant that may exist, and the technology also may not identify all variants related to your condition or treatment, because there is a possibility of testing errors and because some biological factors may limit the accuracy of results. Tempus is under no ongoing obligation to update, revisit or later re-evaluate the results of the Test after those results have been made available through the test report described above.

To learn more about genetic testing, you may want to speak with a genetic counselor before and/or after testing. If you want to talk to a genetic counselor, you can ask your provider to refer you to one.

Assignment of Insurance Benefits; Authorization; Appointment as Legal Representative

To the extent the Test is billed to your health insurance provider, you hereby assign all applicable health insurance benefits and/or insurance reimbursement you have under your health plan(s) to Tempus AI, Inc. ("Tempus") for services performed by Tempus. You also appoint Tempus as your authorized representative and convey to Tempus, to the full extent permissible under the law, the power to: (1) file medical claims with the health plan; (2) file appeals and grievances with the health plan and/or any agency or governmental body with applicable authority; (3) obtain and release, medical records and insurance information as necessary to process a claim, appeal or grievance; and (4) collect payment of any and all medical benefits and insurance proceeds (including Medicare and Medicaid). The above appointment and conveyance includes all your rights in connection with any claim, right, or cause of action including litigation against my health plan that you may have, including, the right to claim on your behalf, all such benefits, claims, or reimbursement, and to seek any other applicable remedy, including fines.

You understand that Tempus will send you a statement for any amounts due after testing, including applicable copays, deductibles, or self-pay amounts. You understand and agree that you will pay the full amount of this statement to Tempus within 30 days of receiving the statement.

Specimen Release

You authorize the release of your clinical specimens and other materials, including extracted DNA and RNA, that are requested by Tempus ("Materials"), and you hereby direct the healthcare provider office/clinical laboratory receiving this request to release and provide all such Materials to Tempus. You understand that the Materials may be irreplaceable and could be lost or damaged in handling, transit or when used. You agree to release Tempus and any clinical laboratory releasing such Materials from any claims you may have for any such loss or damage to the Materials.

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Consent and Authorization

By signing below, you acknowledge that you have read (or have had read to you) and understand the information provided herein; you understand that the Test is voluntary and you may choose not to have any Test; and you consent to the genetic testing, the payment terms, and to the other matters listed, including collection, use, retention, maintenance, and disclosure of your health information, genetic materials, and the results of any DNA analysis. If law requires you to consent to these terms but you have been unable to sign, provision of your materials to Tempus indicates your consent. Revisions to this form are void.

If you are signing as the patient's Legally Authorized Representative you certify that:

- You have legal authority to consent on behalf of the patient as the patient's activated Legally Authorized Representative.
- You, your facility, or employer maintain up to date legal documentation evidencing the delegated responsibilities assigned to you as the patient's Legally Authorized Representative, in compliance with state and federal regulations. Documentation of the signer's Legally Authorized Representative may be evidenced by (a) a duly executed and activated Healthcare Power of Attorney, Medical Power of Attorney, or a court order granting legal guardianship or (b) written, legally valid designation of a Responsible Party authorized to make healthcare decisions on behalf of a patient in a residential care setting.
- All such documentation shall be made available to Tempus upon request.

If you are documenting the verbal consent of the patient or the patient's Legally Authorized Representative, you certify that:

- The patient or Legally Authorized Representative had the form read to them verbatim or reviewed the form themselves, understands the risk, benefits, and alternatives to testing, and provided verbal consent to testing.
- Provision of verbal consent, whether by the patient or the patient's Legally Authorized Representative, is documented in the patient's medical record.

If you are documenting the verbal consent of the patient's Legally Authorized Representative, you further certify that:

- You, your facility, or your employer maintain up to date legal documentation to substantiate the consent provided by the patient's Legally Authorized Representative and ensure that all healthcare decisions are made in accordance with the legal authority granted to the patient's Legally Authorized Representative. All such documentation shall be made available to Tempus upon request.
- You contacted the patient's Legally Authorized Representative to obtain informed consent for testing and documented the provision of the Legally Authorized Representative's verbal consent in the patient's medical record.

BILLING INFORMATION OPTION #1

FOR PATIENTS WITH: MEDICARE / MEDICARE ADVANTAGE / MEDICAID / MANAGED MEDICAID / TRICARE / VETERAN'S AFFAIR'S PLANS

Insurance Information

Insurance Plan Type:

Insurance Company Name

Policy Number

Group Number

Name of the Policyholder

Relationship to Policyholder

BILLING INFORMATION OPTION #2

FOR PATIENTS WITH: COMMERCIAL INSURANCE / SELF-PAY / UNINSURED

No insurance information collection necessary, as Tempus does not accept most commercial insurance plans for the nP Test. Tempus will bill you our flat-fee self-pay cost of $295, and reach out to collect your payment information.

You are responsible for paying your balance of $295 in full, and will be required to provide your credit card information before Tempus proceeds with your test. After Tempus receives your consent form, a representative will reach out via email or text to collect your payment information. Tempus offers several flexible interest-free payment plans to ensure testing is accessible.

Please select one of the payment plan options below:

- ☐ One upfront payment: $295 total
- ☐ 2 monthly installments: $295 total ($147.50 per installment)
- ☐ 3 monthly installments: $295 total ($98.33 per installment)
- ☐ 4 monthly installments: $295 total ($73.75 per installment)
- ☐ 5 monthly installments: $295 total ($59 per installment)
- ☐ 6 monthly installments: $295 total ($49.17 per installment)

BILLING INFORMATION OPTION #3

FOR PATIENTS WITH: BLUE SHIELD OF CALIFORNIA

Blue Shield of California is the only accepted commercial insurance plan for the Tempus nP Test, and **requires a $295 insurance deposit.** This credit card deposit is needed before the test proceeds, and a Tempus representative will contact you via email or text to collect payment information after receiving this consent form. The deposit is refundable if your insurance covers the full test cost. If a balance remains after insurance is billed, you may be responsible for that amount in addition to the $295 deposit. **Alternatively, you can choose the Self-Pay Option #2 to limit your total cost to a flat fee of $295 instead of submitting a claim to your insurance.**

Insurance Information - Blue Shield of California

Insurance Plan Type:

Insurance Company Name

Policy Number

Group Number

Name of the Policyholder

Relationship to Policyholder

If you are a patient with secondary government insurance (and tertiary government insurance, if applicable, please provide your insurance information by emailing help@tempus.com or by calling or texting 312.598.9961.

CONSENT FORM

By signing below, I acknowledge that I have read (or had read to me), and understand the information provided in this Patient Consent & Billing Form. I agree to have the Test performed by Tempus, and to the terms in this Patient Consent & Billing Form.

Patient demographic information:

Patient name (printed)

Patient Email

Patient date of birth (MM/DD/YYYY)

Patient phone number

Please sign based on your relationship to the patient.

If you are the patient

Patient signature

Date

If you are not the patient

This section is only required if the left-hand side is not completed.

I am a:

- ☐ Legally Authorized Representative
- ☐ Witness to verbal consent

Reason Patient and/or Authorized Representative cannot sign:

If a patient or their Legally Authorized Representative is unable to sign this form, the undersigned attests that they witnessed the patient or their Legally Authorized Representative provide verbal consent and documented the provision of verbal consent in the patient's medical record, if applicable.

Signature

Date

Print name

Phone number

Relationship to patient

QUESTIONS?

Please call or text our Customer Success team at 312.598.9961 or email at help@tempus.com.
Business hours are 9am–5pm CT.