

## Consent to Testing

If you are a patient in [New York State](#), please sign below.

[tempus.com/patients/](https://tempus.com/patients/) →

Your health care provider has or will order one or more tests offered by Tempus (the “Tests”). The Test reports do not provide a definitive medical diagnosis or make any specific treatment recommendations; instead they provide information for your healthcare provider to review. There is no guarantee that performance of a Test will yield clinically relevant information, inform your health care provider’s clinical decision-making, or otherwise lead to any particular or beneficial outcome for you. Some test results may show one or more “actionable” genomic alterations, meaning that there may be FDA-approved therapies available that target a specific disease subtype, certain clinical trials may be available to you, or genetic information that may impact your ongoing health care management. Knowledge about these facts and the meaning of genetic changes is constantly changing. The Tests do not examine every possible genetic variant that may exist, and the Tests also may not identify all variants related to you or your disease, because there is a possibility of testing errors and because some biological factors may limit the accuracy of results. Tempus is not obligated to update, revisit or later re-evaluate the results of the Tests after those results have been made available to your healthcare provider. Test results may reveal certain personal health information about you or information about your genetic profile that is unrelated to your current diagnosis, if you have one, such as hereditary information or additional diagnoses (“incidental findings”). If 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 doctor or a genetic counselor. If you want to talk to a genetic counselor, you can ask your doctor to refer you to one, or you can find contact information on the Test report that Tempus will make available to you or your healthcare provider.

You authorize release of pathology tissue samples, blood, saliva, cheek swab samples, and other materials, including extracted DNA and RNA, requested by Tempus (“Materials”) to conduct the Tests, and direct the applicable pathology lab to release all such Materials to Tempus. For genetic Tests that require Materials, genetic Material including DNA and/or RNA will be obtained, stored, and analyzed, by Tempus and/or a reference lab. 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 pathology laboratory releasing such Materials, from any claims for any such loss or damage to the Materials. The Tests will generate health data about you and Tempus or the reference lab may receive health data from your medical record in connection with the Tests. Your identifiable data is subject to legal requirements regarding its use and protection. Tempus may use and disclose the Test results and your other health data as described in its notice of privacy practices (NPP). Tempus’ current NPP, which includes information about how de-identified DNA analysis and other health data may be commercially used and shared in or out of the United States with life science companies or others, is at [www.tempus.com/notice-of-privacy-practices/](https://www.tempus.com/notice-of-privacy-practices/).

Unless you check the box below, leftover Materials may be retained indefinitely and used and shared for quality, test validation, and other purposes described in the NPP, some of which may involve DNA or RNA analysis. Third parties receiving de-identified data or Materials are prohibited from using it to re-identify you.

I do not wish for Tempus to retain any residual material from my specimen(s) and instead wish for them to be destroyed at the end of the testing process or not more than sixty days after the sample was taken, in accordance with New York State Law.

Unless you self-pay for the Tests, you assign all health insurance benefits and reimbursement under your health plan(s) to Tempus for ordered Tests, and appoint Tempus as your authorized representative and convey to Tempus, to the full extent permissible under the law, the power to file medical claims, appeals, and grievances with the health plan and/or any agency or governmental body with applicable authority; obtain and release medical records and insurance information as necessary to process a claim, appeal or grievance; and collect payment of any and all medical benefits and insurance proceeds (including Medicare and Medicaid). The appointment and conveyance includes all of your rights in connection with any claim, right, or cause of action including litigation against your health plan that you may have, including, the right to claim on your behalf, all such benefits, claims, or reimbursement, and to seek fines or other applicable remedy.

## FOR HEREDITARY TESTING ONLY

If your health care provider ordered hereditary testing, those Test results may provide hereditary information about you and your family. Hereditary tests provide information to help determine if you have a genetic variant associated with a genetic condition. They also provide information to help determine whether you may develop a genetic condition in the future, or whether you may pass on a genetic variant associated with a genetic condition to your descendants. There are several types of genetic test results that may be reported, including:

- A “Positive” result, which means a variant was found in your DNA that is associated with a genetic condition. This result may be used by your healthcare provider to make additional medical management and screening recommendations. This result may have implications for other family members. For example, if you are found to carry a genetic variant in any of the genes analyzed, your family members may also carry the same variant identified in you.
- A “Negative” result, which means no variants were found in the DNA that are associated with a genetic condition. This reduces, but does not eliminate, the possibility that you carry a genetic variant associated with a genetic condition. A healthcare

provider or genetic counselor may discuss more genetic testing now or in the future.

- A “Variant of uncertain significance” or “VUS” result, which means that a variant in the DNA was found. However, based on information currently available, it is not yet known if this variant is associated with a genetic condition or not. Your healthcare provider may make cancer screening and medical management recommendations based on your personal and/or family history.

To clarify Test results, your health care provider may suggest genetic testing of other family members. It is possible that if multiple family members are tested, test results may reveal that the true biological relationships in a family are not as you believed them to be. This includes detection of non-paternity (the reported father is not the biological father) and consanguinity (the parents are related by blood). These findings may be reported to your health care provider.

Consider the possible impact of genetic test results on your ability to obtain life insurance, as they pertain to life insurance insurance rates, obtaining disability or life insurance and employment. The Genetic Information Nondiscrimination Act (GINA), a federal law, provides some protections against genetic discrimination.

By signing below, you acknowledge that you have read (or have had read to you) and understand the information provided above; you understand that the Tests are voluntary and you may choose not to have any Test; and you consent to the genetic testing and to the other matters listed, including collection, use, retention, maintenance, and disclosure of your 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 on behalf of the patient, you further certify that you have legal authority to consent on behalf of the patient. Please consult your health care provider if you have questions.

PATIENT SIGNATURE	
Patient Signature	Patient DOB (MM/DD/YYYY)
Patient Name	Today's Date (MM/DD/YYYY)