This Informed Consent reviews the benefits, risks and limitations of undergoing genetic testing provided through Color Genomics, Inc. and its contractors (“Color”) to assess your risk for certain types of hereditary cancer, as indicated on your order form (“Test”). It also explains how your information and sample will be used after performance of the Test. In order for us to process your sample and provide you and your healthcare provider with your results, you must confirm by signing below or otherwise acknowledging that you have read, understood, and agree to this Informed Consent. You are not required to have the Test. Prior to signing this Informed Consent, you may wish to speak with a genetic counselor or your ordering or referring healthcare provider for further guidance about the Test.

THE COLOR TEST AND THE COLOR LABORATORY
Color operates a clinical testing laboratory that is accredited by the College of American Pathologists and meets the certification requirements for high complexity testing established under the Clinical Laboratory Improvement Amendments. Based on available data, Color’s testing has >99% accuracy for targeted regions. Depending on what test has been selected on your order form, Color will sequence your sample to identify inherited genetic variants (mutations) in selected genes that may increase your risk for certain types of hereditary cancer. By agreeing to this Informed Consent, you acknowledge that you have also reviewed and agree to Color’s Terms of Service and Privacy Policy. Color continues to add to the capabilities of its testing menu. For the most up to date information about Color’s genetic testing options or to view Color’s Terms of Service and Privacy Policy, please ask your healthcare provider or visit the Color website (www.color.com).

TESTING PROCEDURE; SAMPLE AND DATA COLLECTION
An authorized healthcare provider will review your information, and upon his or her determination that the Test is appropriate for you, he or she will order the Test for you. You will also be asked to provide a sample in accordance with Color’s collection procedures, and to provide your Personal and Family Health Information (PFHI). Your sample and PFHI will then be transferred to Color’s laboratory in California, USA, for analysis. In order for the Test to perform as intended, you must provide accurate and correct information. If another person is submitting your PFHI or related information on your behalf, by signing this Informed Consent, you represent and warrant that such person is authorized to provide such information, and that all such information is accurate and current. Upon successful completion of the Test, you hereby request that a report be made available to you and your ordering healthcare provider for review. We recommend that you further consult with a genetic counselor or your healthcare provider about your results. By signing this consent, you also acknowledge and agree that Color may de-identify the genetic information that Color obtains from its analysis and aggregate this genetic information with de-identified genetic information from other patients. De-identification means that Personally Identifiable Information (PII) associated with your genetic information will be removed prior to submission for public research. The de-identified genetic information may be submitted by Color to public databases to advance medical research.

BENEFITS OF THE TEST
Your results may show you have mutations in certain regions of your DNA that increase your risk for certain types of hereditary cancer. Knowing that you have a mutation in one or more of the genes analyzed may help you and your healthcare provider make more informed healthcare decisions to prevent or detect cancer conditions at an earlier and potentially more treatable stage. Additionally, your results may be informative to biological relatives.

RISKS OF THE TEST
The Test is a genetic screening test that may cause you to discover sensitive information about your health or disease risks, including risk for diseases other than the one for which you are testing, or for diseases that currently have no treatment. The US Genetic Information Nondiscrimination Act of 2008 prohibits discrimination on the basis of genetic information with respect to health insurance and employment. However, there are currently no US federal laws that prohibit discrimination in life insurance. Additionally, there may be differences in the laws and regulations governing the use and disclosure of genetic information, or there may not yet be any laws or regulations governing the use or disclosure of genetic information.

LIMITATIONS OF THE TEST
The Test is intended to detect inherited genetic variations (mutations) on selected genes known to be associated with an increased risk for certain types of cancer. However, no currently available test can detect every mutation associated with an increased risk for cancer, and no test can analyze all genetic causes for cancer, as not all causes are known. Analysis of results is based on currently available information in the medical literature and scientific databases. New information may replace or add to the information that was used to analyze your results. Based on this new information, you understand and agree that Color may, at its sole discretion, amend or modify your Test report, which may result in a change in your risk assessment or risk profile. The Test is intended to detect inherited genetic variations (mutations) in selected genes that may increase your risk for certain types of hereditary cancer. By agreeing to this Informed Consent, you acknowledge that you have also reviewed and agree to Color’s Terms of Service and Privacy Policy. Color continues to add to the capabilities of its testing menu. For the most up to date information about Color’s genetic testing options or to view Color’s Terms of Service and Privacy Policy, please ask your healthcare provider or visit the Color website (www.color.com).

PRIVACY AND DATA SECURITY
Your privacy is Color’s priority. Details about Color’s policies governing patient privacy and health information, including patient rights regarding such information, can be found at www.color.com/privacy, or will be made available to you upon request by e-mailing support@color.com. Color complies with the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (as amended) regarding PII. Color implements certain physical, managerial, and technical safeguards that are designed to protect the integrity and security of your PII. Color cannot, however, guarantee the security of any information you transmit to Color or store on the Color website, and you do so at your own risk. You agree that Color is not liable for the
unauthorized release of your PII, results or medical information, unless such release was the result of gross negligence or wilful misconduct on the part of Color. In the event of a data breach, we intend to comply with all federal and state reporting requirements. If you are domiciled outside of the US, by agreeing to this Informed Consent you agree that the laws and regulations of the US regarding data privacy and collection, use, processing, and storage of patient information shall govern Color’s performance of the Test and handling of your sample and information, even if they may differ from those of your country of residence. You further agree that by providing your sample, you are not violating any export ban or other legal restriction in your country.

**USE OF INFORMATION AND SAMPLES**

All samples from New York clients will be destroyed within 60 days after Color’s receipt of the sample (or upon completion of the Test), unless you specifically indicate otherwise as set forth below. Upon completion of the Test, you are requesting that your results be made available to you and your healthcare provider as specified in your account or order form. By agreeing to this Informed Consent, you also agree that your genetic information, PFHI, PII, and results can be shared with your ordering provider, and with any healthcare provider that you or your ordering provider designates. You also agree that Color may communicate with you about your order, account details, and Test logistics.

**Data and Sample Use in Internal Quality Control, Laboratory Validation Studies, Research and Development, and Education:** By agreeing to this Informed Consent, you agree that your sample, genetic information, PFHI, PII, and results may be anonymized, stored and used by Color for internal quality control; validation studies; research and development; and to provide you with educational health information applicable to your condition.

**Participation in Third Party Research and Inclusion in Color’s Research Database (Optional):** You have the option of consenting to the use of your anonymized sample, genetic information, PFHI, PII, and results in Color’s research with third party collaborators, and inclusion of such information in Color’s research database. Color may engage in research with third parties to develop new tests or validate and improve its technologies or processes. Color also operates a research database to support research on genetics. If you consent, Color will anonymize your information and make it accessible and searchable in the database by researchers and the general public, for an indefinite period of time. Participation in this database is voluntary and involves the possible risk that your information might become known to individuals outside of Color, or that you may be identifiable from information in the database. Color will attempt to protect your identity and preserve the confidentiality of your information by removing certain personal identifiers from information in the database. Color will also use commercially reasonable efforts to restrict any searches that identify you as a unique or rare carrier of any variants. You can opt out of such third party research and the database by updating your account settings or by notifying the healthcare provider who ordered your Test. However, if you have agreed to share your information and sample in the past and later change your settings to opt out of third party research and the database, Color cannot exclude your data or sample from research already performed with your prior permission, but will cease to share your data in third party research going forward and will remove your information from the database. Following receipt of such request, Color will also destroy any remaining portion of your sample that has been stored and not yet used for research pursuant to this opt-in selection, in accordance with applicable federal and state regulations (unless you have also opted in for sample storage, as set forth below).

**Sample Storage (Optional):** You have the option of consenting to storing your sample and DNA at Color’s expense to allow you to have additional testing through Color in the future. If you do not choose to store your sample with Color, then Color may only retain your sample and DNA for the maximum duration permitted under applicable law or regulation (“Retention Period”). Your sample and any DNA derived from the sample will be destroyed after the Retention Period. If you do choose to store your sample with Color, and Color becomes unable to store such samples, Color will inform you in advance that your sample will be destroyed in accordance with Color’s standard operating procedures.

Color may also contact you to solicit feedback and describe new tests and services developed by Color and its collaborators that may be of interest to you. You can opt out of this communication at any time.

**CONSENT**

My signature below confirms that I have read or have had read to me, all of the information in this Informed Consent document, and I understand what it says. I have had the opportunity to ask any questions I may have about the Color Test and related issues, and all of my questions have been answered to my satisfaction. I freely and voluntarily consent to undergo this testing, and I specifically acknowledge and consent to the following:

- I am the individual providing the sample and I am at least 18 years of age.
- This Test is not intended to diagnose whether I have or will get a certain disease in the future. It is intended to tell me about my hereditary risk related to certain types of cancer as selected on my order form.
- I should not make any medical decisions based on these results without speaking to my healthcare provider first.
- This Test may not perform as intended or provide accurate results if I have not provided accurate and correct personal information, or if I have certain rare biological conditions or have had certain bone marrow transplants, transfusions, or hematologic malignancies.
- Genetic counseling services are available to me through Color at no additional charge.
- The genes that Color analyzes are selected based on their known relationship with disease, but they may also indicate an increased risk for other health conditions for which Color may provide results that are not yet comprehensive or final.
- My anonymized sample, genetic information, and results may be used for internal quality control; laboratory validation studies; research and development; and educational purposes. All samples from New York clients will be destroyed within 60 days after Color’s receipt of the sample (or upon completion of the Test), unless I check one or both of the “Optional” boxes below.
- Color may contribute de-identified information about my genetic variants to public databases.
- My sample and all my related personal information will be transferred to Color’s laboratory in the United States for analysis, use, processing, and storage, and will be subject to the laws, rules, and regulations of the United States.
- I agree to the Color Terms of Service and Privacy Policy, which are available at color.com, or upon request.

[ ] Optional: I consent to the use of my samples and data beyond 60 days for third party research, and to the inclusion of my data in Color’s research database.

[ ] Optional: I consent to storing my samples with Color beyond 60 days for future use or testing.

Patient signature ___________________________ Date __/DD/YYYY

Patient name ___________________________