

Consent Form

Molecular You Corporation (“**MYCO**” or “**we**” or “**our**”) requires that each participant in MYCO’s molecular profiling service acknowledges, agrees and consent to the terms in this consent form (“**Consent Form**”) before his or her samples will be processed. If the participant is under 19 years of age, this Consent Form must be agreed and consented to by both the participant and his/her parent or legal guardian.

You should discuss your questions about MYCO services with your Third-Party Practitioner (as defined below). Questions about the collection, use or disclosure of your information as set out in this Consent Form may be directed to MYCO’s privacy officer at Suite 405, TEF3 Building, 6190 Agronomy Road, Vancouver, British Columbia, Canada V6T 1Z3 (the “**Privacy Officer**”).

You acknowledge, agree and consent as follows:

Definitions

In this Consent Form the following terms have the following meanings:

- “**Biomarkers**” or “**Biomarker Information**” means (a) the Health Data and any other information regarding your personal biomarker-related data profile (including genes, metabolites, proteins, metals, minerals, nutrients, toxins, microbes, pharmacogenetics) generated or supplied by MYCO or by its contractors, whether through processing of your saliva, blood, urine and fecal matter or any other means of analyzing your samples, as well as (b) any other test results and related information that we generate from testing or analyzing your samples in any way in the course of providing Services to you;
- “**De-Identified Information**” means de-identified versions of your Biomarker Information and Self-Reported Information with your identity removed, versions of any other data generated from your samples with your identity removed and versions of any information that MYCO is provided about you (other than your Identifying Information) with your identity removed; for avoidance of any doubt, information about you is de-identified (i.e. your identity is removed) when personal identifiers about you are removed from the applicable information, excluding genetics and other Biomarkers which will remain as part of the de-identified information;
- “**Identifying Information**” means your name, your contact information and your registration information that you provide when registering for the Services;
- “**MYCO Terms and Conditions**” or “**Terms and Conditions**” means the Terms and Conditions available on our MYCO website (“**MYCO Site**”);
- “**Health Data**” means biomarkers and other health-related data that we generate from analyzing your samples;
- “**Personal Information**” means the personal information that is about you as an identifiable individual. MYCO collects and stores the following types of Personal Information:
 - “**Registration Information**” is the registration information you provide when registering for and/or purchasing our Services (e.g. name, email, address, user ID and password, and payment information);
 - Biomarker Information as defined above; and

- **“Self-Reported Information”** is all information about yourself that you enter into surveys, forms, or features while signed in to your MYCO account (including via the “About Me:” section or another section of the MYCO MY Health Intelligence Platform), including what you reported concerning your disease conditions, other health-related information, personal traits, ethnicity, family history, date of birth and other information that you enter into surveys, forms, or features while signed in to your MYCO account, and any other information about yourself (other than Registration Information) that you supply to us in one form or another, as well as any third-party generated results or information about yourself that you supply to us, that you have a third-party provide us or that you approve MYCO requesting and obtaining from a third-Party that you identify for us;
- **“Physician”** means a third-party physician of your choice;
- **“Third-Party Practitioner”** means a healthcare provider or personal health consultant that you consult with at your own choosing. This may be your family physician, nutritionist, dietician, or other healthcare provider or personal health consultant that you choose to consult with in connection with the Biomarker Information about you generated by the Services and provided to you;
- **“Service”** or **“Services”** means MYCO's products, software, services, mobile applications, features, tools, reports, and websites (including but not limited to text, graphics, images, and other material and information) as accessed from time to time by the user, regardless if the use is in connection with an account or no; and

Your Personal Information

MYCO will collect, use, maintain and disclose your Personal Information only for the purposes of providing the Services and for the other purposes described in this Consent Form. We will protect your information, including all Identifying Information, from unauthorized access, use and disclosure, and we will not disclose it to any person without your consent except as described in this Consent Form or as required by law (ie. court order, subpoena) or legislation. You acknowledge and recognize that while commercially reasonable measures appropriate for the sensitive nature of the data are employed by MYCO, we cannot guarantee absolute security.

MYCO may collect, store and use your Personal Information for the purposes set out in the Privacy Policy, for the purposes set out in this Consent Form and for the purposes set out in the MYCO Terms and Conditions.

When you engage our Services, you will need to provide us with the following: your samples (e.g. urine, blood, stool, saliva) for molecular profiling analysis, and registration information about you (including your Identifying Information and credit card information). On receipt of this material and applicable payment, MYCO will conduct molecular profiling analysis using your samples and other information provided by you or (if applicable) your Physician. MYCO will then generate a personalized Health Data about you that will be shared with you. MYCO will, using commercially reasonable security measures, retain your Health Data and other Biomarker Information in a coded, identifiable form so that it can provide further Services to you in the future.

The Services include access to a MYCO website and certain personal Biomarker-related services. As part one of the Services, MYCO may include on a MYCO website a list of Third-Party Practitioners from which you may, at your sole election, choose a Third-Party Practitioner to contact for the interpretation of your Health Data and any other Biomarker Information provided to you as part of the Services. Third-Party Practitioners are independent third parties that do not work for MYCO and do not represent MYCO. Your selection of a Third-Party Practitioner is completely your own decision and at your own risk and MYCO takes no responsibility with respect to your interactions with any Third-Party Practitioner or any advice or recommendations that you receive from any Third-Party Practitioner. MYCO may charge a fee for allowing Third-Party Practitioners to be listed on MYCO's list of Third-Party Practitioners. MYCO may also charge a fee for connecting you with a Third-Party Practitioner. If you choose a Third-Party Practitioner to review or interpret your Health Data and any other Biomarker Information provided to you as part of the Services or offer advice or recommendations, then you are solely responsible for the sharing and protecting the privacy of your Personal Information with the Third-Party Practitioner that you selected. You acknowledge and agree that MYCO has no responsibility or

liability for any advice, opinion, recommendation or any other information that you receive from Third-Party Practitioners.

If you instruct us in writing (including by way of electronic communications from the email address that you provide as part of your registration information or otherwise) to share your Personal Information with your Third-Party Practitioner, you agree and consent that MYCO may share your Personal Information with your Third-Party Practitioner for the purposes of providing the Services and for the other purposes set out in or covered by this Consent Form. Sharing such information with your Third-Party Practitioner takes time and resources. You acknowledge and agree that MYCO may charge a service fee if you request that we share your Personal Information with your Third-Party Practitioner. You are of course free to share your Health Data and other Personal Information with your Third-Party Practitioner directly as you see fit.

MYCO is subject to applicable privacy laws. Personal information will be kept, used and disclosed by us in accordance with our Privacy Policy. For further information about MYCO's information management practices please contact the Privacy Officer. Our Privacy Policy is available on our website at <https://molecularyou.com/legal-policies>.

Personal Information submitted to us, whether through a MYCO website, the Services, your samples or otherwise, may be used by us for the purposes specified in this Consent Form, the MYCO Terms and Conditions, our Privacy Policy or as otherwise communicated to you in connection with your use of the Services. In addition, MYCO may use your Personal Information to: (i) carry out the Services; (ii) administer, operate and maintain MYCO websites, applications and the provision of Services; (iii) test and analyze samples that you provide; (iv) generate and maintain Health Data and other Biomarker Information; (v) personalize the Services and aspects of MYCO websites and applications; (vi) process transactions related to your use of the Services; (vii) handle inquiries, complaints, submissions and feedback relating to the Services and/or MYCO websites and applications; (viii) contact you with your consent, including to promote, update, and announce new, improved or expanded Services or products, special offers, or other useful information pertaining to your needs; (ix) maintain copies or backups of your Personal Information for security and archival purposes where we consider it appropriate; (x) verify compliance with agreements between you and us; (xi) improve the Services and MYCO websites and applications; (xii) generate De-Identified Information for ongoing research and development and commercial use by MYCO and its affiliates to enhance and expand upon our Services, systems, software, databases, products and offerings; (xiii) conduct surveys or research about your opinion of current Services or of potential new Services that may be offered in the future; (xiv) track and monitor your activity through MYCO websites and applications and the Services; (xv) comply with legal and regulatory requirements; and (xvi) achieve other purposes as may, from time to time, be permitted by law.

We may engage other companies and individuals (“**Third-Party Service Providers**”) and other researchers, investigators, and organizations (“**Research Partners**”) to carry out some or all of the uses of the Personal Information and/or De-Identified Information referred to in the foregoing paragraphs, and/or to perform some or all of the Services on our behalf. Third-Party Service Providers and Research Partners may require or be provided with access to your Personal Information and/or De-Identified Information. We make commercially reasonable efforts to ensure that all Third-Party Service Providers and Research Partners acting on our behalf provide a comparable level of protection for your Personal Information and De-Identified Information to the level of protection that we provide.

Personal Information that we collect may be uploaded, moved, stored, processed in, backed up, transmitted and/or transferred between any of the countries in which we operate (including across international borders), in our discretion, in order to enable us to use the Personal Information in accordance with our Privacy Policy, and you consent to the same.

Your Samples

In order to receive the Services, a MYCO customer coordinator or an entity designated by MYCO (each a “**Customer Coordinator**”) will contact you and arrange for you to provide your samples to MYCO for analysis by MYCO and/or its contractors. Your samples will be used for testing and molecular profiling. We do not retain samples once testing is complete. You may request the destruction of your samples before testing is complete by contacting the Privacy Officer at the above address. If you do make such a request, we will be unable to provide you with the Services and any fees paid

by you will be non-refundable and forfeited by you. We encourage you to discuss the withdrawal of your samples with the Customer Coordinator before choosing to withdraw.

De-Identified Information

MYCO shall have the right to use De-Identified Information, including with third parties, to carry out the activities set out in the paragraphs above under “Your Personal Information” to the same extent as provided for Personal Information, as well as to:

- (a) conduct scientific and commercial research and development with the purpose of advancing personal care in human performance and health and improving and furthering the products and services we provide;
- (b) conduct surveys and/or research relating to the opinion of customers and potential customers with respect to our Services or of potential new Services that may be offered in the future;
- (c) publish or have published observations, analyses, data and/or results in scientific journals or other publications;
- (d) advance and implement our commercial business and engage in commercial activity to further our business, including through enhancement and expansion of our Services, systems, software, databases, products and offerings;
- (e) engage in research and development that result in the development of commercial products or services; and
- (f) conduct data analysis in connection with any of the foregoing activities in this Section 4.10 or 4.11.

De-Identified Information may be used, stored, disclosed and otherwise made use of as MYCO considers commercially reasonable at its sole discretion. Without limiting the generality of the foregoing, MYCO may or will use De-Identified Information to study a specific or general group or population, identify potential areas or targets for therapeutics development, conduct or support the development of drugs, diagnostics or devices to diagnose, predict or treat medical or other health conditions, work with public, private and/or non-profit entities on Biomarker-related research initiatives, or otherwise create, commercialize, and apply this knowledge to improving our understanding of the Biomarker-related field and human-related conditions and factors.

You agree that in no event will you gain or be entitled to any personal financial advantage from MYCO’s use and commercialization of De-Identified Information.

You agree that all ownership and other rights in all works, programs, knowhow, techniques, formulas, data, manuals, methods, inventions, ideas, designs, discoveries, processes and other works of authorship, intellectual property and improvements thereof developed, conceived or reduced to practice by MYCO, whether alone or with others, which results or arises from the Services, including processes and techniques for the generation of your Health Data, or the use or commercialization of De-Identified Information shall be the exclusive property of MYCO.

Once we generate De-Identified Information it will not be possible to delete it from MYCO’s databases or systems. Accordingly, if you do not wish to provide consent to the generation or use of De-Identified Information you must not use our Services and promptly notify us, before we have analyzed your samples and generated any Health Data, that you are withdrawing your samples and withdrawing from the use of our Services. Once we have analyzed your samples and generated Health Data, the De-Identified Information generated by or on behalf of MYCO will become the exclusive property of MYCO.

Withdrawal from MYCO Services

Should you decide you no longer want our Services and provide us with written notification (including to our Privacy Officer) requesting to have your MYCO account closed, MYCO will close your MYCO account, delink your Health Data from your Registration Information and permanently delete your Registration Information, thereby leaving only De-Identified Information with us, along with separately held records of our having provided you with Services as is customary when running a business but which will not be linked to your biomarker data.

MYCO Does Not Provide Medical Advice

You acknowledge and agree that your Health Data and any other Biomarker Information that we provide to you does not constitute medical advice; that MYCO does not provide or purport to provide medical advice; and that you are not seeking medical advice in any way from MYCO. You acknowledge and agree that if you wish to receive or need to receive medical advice relating to any Health Data or any other Biomarker Information or otherwise, you must consult with a qualified Physician. You acknowledge and agree that you are solely responsible for any associated costs involved in seeking or obtaining such medical advice.

You are strongly advised to arrange a consultation with a Physician in the event that any observation in your Health Data or in any other Biomarker Information is of concern, and in such case such observation(s) should be validated through medical testing by an appropriate Physician before decisions are made by you regarding medical interventions of any kind. You are entirely responsible for seeking and obtaining such tests and clinical follow up with a Physician of any observations, including associated costs.

Risks

If you have any concerns relating to the samples that you are to provide in order for MYCO to provide the Services, you should consult with a Physician. You are entirely responsible for seeking and obtaining medical advice and another other advice from a Physician or any Third-Party, including associated costs.

Biomarkers that you share with others could be used against your interests. For example, Biomarkers that you choose to share with a Physician or other Third-Party Practitioner may become part of your medical record and those medical records could potentially become accessible to third parties. Biomarkers that you share with family, friends or employers may also be used against your interests. Even if you share Biomarkers that have no or limited meaning today, that information could have greater meaning in the future as new discoveries are made. As a result, you should be careful about sharing your Biomarker Information with others. You may want to consult a lawyer to understand the extent of legal protection of your Biomarker Information before you share it with anybody.

Receiving your Health Data may cause you to have anxiety or distress, have other adverse mental health implications or alter your decision to have a child or other lifestyle decisions for you or a family member. There is also no guarantee that your Health Data will be of benefit to you.

Disclaimer

MYCO is only generating Biomarker Information based on the samples that you provide. MYCO does not provide or purport to provide services to interpret Biomarker Information or to diagnose, treat or mitigate any diseases or conditions. You acknowledge and agree that it is entirely your responsibility to review with a Third-Party Practitioner of your choosing the Health Data and any other Biomarker Information that we generate for you based on your samples, and to seek medical advice from such Third-Party Practitioner. You also acknowledge and agree that when you seek medical advice from a Third-Party Practitioner, it is that Third-Party Practitioner's responsibility to receive, interpret and explain your Health Data and other Biomarker Information to you and to provide related medical advice. By signing this Consent Form you acknowledge and agree that MYCO (including its officers, directors, employees and agents) shall not be liable to you whatsoever for the delivery of the Services or any Biomarker Information generated. You also agree that MYCO (including its officers, directors, employees and agents) shall not be liable to you for any loss or damage whatsoever in relation to the Services or the provision of your Health Data or other Biomarker Information.

Governing Law; Arbitration

This Consent Form shall be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to conflict of law principles or the United Nations Convention for the International Sale of Goods. Any dispute or claim arising out of or relating to this Consent Form shall be resolved by final and binding arbitration under the rules and auspices of the National Arbitration Rules of the ADR Institute of Canada, Incorporated. Arbitration shall take place in Vancouver, British Columbia, Canada and the language of the arbitration will be English. The party that ultimately loses will be responsible for arbitration costs and reasonable documented legal costs of both parties. Either party may obtain injunctive relief (preliminary or permanent) and orders to compel arbitration or enforce arbitral awards in any court of competent jurisdiction.

No Waiver

Our failure to enforce or insist upon strict compliance with any provision of this Consent Form shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Limitation Period

Any cause of action by you with respect to the Services (and/or any information related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Admissibility of printed version

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Severability

Should any part of this Consent Form or the application thereof to any person or circumstances, to any extent, be held invalid or unenforceable, that portion shall be modified so as to be enforced to the fullest extent permitted at law and the remaining portions, or the application of such part to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each part of this Consent Form shall be separately valid and enforceable to the fullest extent permitted by law.

Assignment

You are prohibited from assigning your rights or obligations under this Consent Form. Any purported assignment by you shall be ineffective. We may assign all rights and/or obligations under this Consent Form, fully or partially without notice to you. We may also substitute MYCO, by way of unilateral novation effective upon notice to you, for any Third-Party that assumes our rights and obligations under this Consent Form.

Force Majeure

MYCO shall not be liable for any failure of or delay in the performance of any Services or this Consent Form for the period that such failure or delay is due to fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, discontinuity in the supply of power, war, governmental interference, civil commotion, riot, terrorism, strikes, labour disturbance, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, transportation difficulties, labour shortage, or any other cause beyond the reasonable control of MYCO (each a “**Force Majeure event**”). MYCO will post on its main MYCO Site or send you an email notifying you of the occurrence of any Force Majeure event. In the event of a shortage or anticipated shortage of supplies, utilities, resources or materials affecting the provision of Services or shipment or delivery of Biomarker Information caused by any of the above

mentioned Force Majeure events, MYCO will, subject to our sole discretion, (i) allocate our resources for use in MYCO facilities and operations as we see fit, and (ii) allocate the provision of Services and related results to customers in a manner and order that we see fit. The allocations made by MYCO shall be conclusive and binding upon you, and may take into account reservations of capacity purchased by other customers. MYCO shall not be obliged to make-up any deficiencies hereunder due to any such Force Majeure event.

By clicking or selecting “I Agree and Consent”, I acknowledge, agree, consent and represent as follows:

- In this document,
 - all references to “Terms and Conditions” refers to the Terms and Conditions found at the following link: Terms & Conditions;
 - all references to “Consent Form” refers to the Consent Form found at the following link: Consent;
 - all references to “I”, “my” or “me” include, if I am under the age of 19, my parent or legal guardian (as the case may be) acting on my behalf; and
 - Unless otherwise expressly set out in this document, capitalized terms have the meanings set out in the Terms and Conditions;
- Either:
 - I am 19 years of age or older and as such I hereby (a) agree to the Terms and Conditions; (b) consent and agree to the Consent Form; and (c) consent to and agree to any options presented in connection with the Services (including relating to whether or not I wish to receive information on cancer biomarkers as part of the Services, and whether or not I wish to receive marketing and promotional materials and other materials via email, mail or otherwise); or
 - if I am under the age of 19, my parent or legal guardian does hereby on my behalf (a) agree to the Terms and Conditions; (b) consents and agrees to the Consent Form; and (c) consents to and agrees to any options presented in connection with the Services (including relating to whether or not I wish to receive information on cancer biomarkers as part of the Services, and whether or not I wish to receive marketing and promotional materials and other materials via email, mail or otherwise);
- I have read and understood the information in the Consent Form and understand that by consenting to and agreeing to the Consent Form I am agreeing to be legally bound by it. If I am under the age of 19, my parent or legal guardian has read and understood the information in the Consent Form and understand that by consenting to and agreeing to the Consent Form my parent or legal guardian is agreeing to be legally bound by it including on my behalf;
- I have read and understood the information in the Terms and Conditions and understand that by agreeing to the Terms and Conditions I am agreeing to be legally bound by it. If I am under the age of 19, my parent or legal guardian has read and understood the Terms and Conditions and understand that by agreeing to the Terms and Conditions my parent or legal guardian is agreeing to be legally bound by it including on my behalf;
- I understand that my participation is voluntary, and that I may obtain legal or other advice before consenting to or agreeing to the Consent Form and the Terms and Conditions;
- I have had enough time to think about the information provided;
- I understand and agree that my De-Identified Information may be used for research and commercial purposes as further set out in the Consent Form and the Terms and Conditions, and that I will not receive any payment or personal financial advantage; and
- I consent and agree to participate in the Services in accordance with the Consent Form and the Terms and Conditions.

I Agree and Consent

Cancer Consent

We measure thousands of data points that are known and clinically validated and others that are related to human traits or health conditions but not fully clinically validated. In certain individuals the data may indicate the development or presence of cancers. Molecular You measures a high number of biomarkers that have been associated with cancer. These biomarkers are not fully validated but do have the potential to be important in identifying the emergence or presence of cancer. Should you wish to receive any information on cancer biomarkers please indicate by checking the box below.

I DO wish to receive information on cancer biomarkers

Consent for Marketing Communications

Molecular You would like your consent to send you e-mail updates, newsletters, health information and promotional materials about the services that it provides and service options available to you. If you wish to receive such materials, please indicate your choice below.

YES, I consent to receiving emails and other electronic messages from Molecular You including general health information, newsletters and promotional materials about Molecular You's products and services.