

# **CONSENT AND RELEASE**

# CLIENT NAME (SURNAME, GIVEN NAME[S])

DATE OF BIRTH (YYYY-MM-DD)

#### CLIENT CONSENT TO RETENTION, USE, AND DISCLOSURE OF PERSONAL INFORMATION

I, the undersigned, hereby authorize Ichor Health Inc., Ichor Holdings Inc., Ichor Lab Services Inc., and each of their respective affiliates and subsidiaries (collectively, the "Ichor Entities") and any director, officer, employee, consultant or agent of the Ichor entities (together with the Ichor Entities, the "Ichor Parties") to possess, retain and disclose my personal information and individually identifying health information described below (collectively, my "Personal Information"), in connection with the delivery by the Ichor Entities of certain blood testing services, and other services incidental thereto (collectively, the "Ichor Services"):

- my full legal name;
- my date of birth;
- my gender;
- my e-mail address;
- my telephone number;
- my home address and postal code
- for COVID-19 PCR testing only, my provincial health care number
- for corporate paid and organized work clearance programs only, the name of my employer
- my credit card information;
- my attendance at, and the receipt of, Ichor Services;
- the results of blood testing conducted by the Ichor Entities, including any diagnostic, treatment and care information relating thereto; and

In connection with the delivery by the Ichor Entities of the Ichor Services, I, the undersigned, hereby authorize and permit the Ichor Parties to use my Personal Information for the following purposes:

- to collect, process, store, retrieve and dispose of my Personal Information (including, but not limited to, through cloud based third party storage platforms);
- transfer and provide my employer with my Personal Information;
- to strip, encode or otherwise transform my "individually identifying" Personal Information to create "non-identifying" information ("**Non-Identifying Data**");
- to provide information management or information technology services for other third party licensed health care practitioners;
- to disclose my Personal Information to third-party laboratories, facilities, organizations, service providers, contractors and health care practitioners as required to facilitate the provision of the lchor Services;
- for all uses reasonably required by the Ichor Parties in order to provide me with the Ichor Services;
  - I, the undersigned, acknowledge and agree that the Ichor Entities: (a) do and shall at all times remain the sole and exclusive owner of all aggregate and Non-Identifying Data; and shall



be entitled to process, use, disclose, transfer, license, sell or any other manner deal with the Non-Identifying Data in any manner that the Ichor Entities see fit, without the need for my further consent or approval.

In addition to the approved and authorized disclosure of my Personal Information in connection with the provision of Ichor Services contemplated above, I expressly authorize the Ichor Parties to disclose my Personal Information to the following parties, as required based on the Services performed:

- Mayo Clinic Laboratories
- OncoHelix
- DynaLife
- Adaptive Biotechnologies
- Alberta Health Services (In the event of a positive COVID-19 PCR test only)
- LessThan3 Advanced Technology Group (Ichor Software Managers)
- Any additional 3<sup>rd</sup> party laboratory that Ichor may enter into an agreement with in order to provide the Services as required.

I, the undersigned, hereby acknowledge and understand that the uses of my Personal Information and the types of Personal Information that will be held, processed, used and disclosed by the Ichor Parties may not be exhaustively described in this consent and release (the "**Consent and Release**"), and I expressly authorize the Ichor Parties to: (a) collect, use and disclose my Personal Information for purposes that are not described in this Consent and Release; and (b) collect, use and disclose other types of my Personal Information that are not described in this Consent and Release; and Release as may be reasonably required by the Ichor Parties in order to provide me with the Ichor Services, provided such collection, use and disclose is done in accordance with applicable laws, including, but not limited to, the *Personal Information Protection and Electronic Documents Act* (Canada), and/or any other equivalent or related provincial or federal privacy, information or health information legislation.

#### RELEASE - COLLECTION, USE AND STORAGE OF PERSONAL INFORMATION

In consideration of the Ichor Entities providing the Ichor Services, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the maximum extent permitted by law, I forever release, remise and discharge the Ichor Parties and all of their respective predecessors, successors and assigns, including, without limitation, any and all of their respective officers, directors, shareholders, legal advisors, creditors, partners, employees, agents, successors and assigns (collectively, the "**Protected Parties**"), from any and all actions, causes of action, contracts (whether express or implied), claims and demands for damages, loss or injury, suits, indemnities, expenses, pocket expenses, economic loss, interest, costs and claims of any and every kind and nature whatsoever, at law or in equity (collectively, "**Claims**"), which against the Protected Parties I ever had, now have, or can hereafter have by reason of or arising out of any cause or causes whatsoever existing up to and inclusive of the date of this Consent and Release including, without limiting the generality of the foregoing, anything relating to or arising out of the collection, use and disclosure of my Personal Information as contemplated in this Consent and Release. I waive my right to bring any and all such Claims, including any right to sue the Protected Parties, and I further agree to indemnity and hold



harmless the Ichor Parties from and against any Claims relating to or arising out of the collection, use and disclosure of my Personal Information as contemplated in this Consent and Release.

#### **RELEASE - ICHOR SERVICES AND BLOOD TESTING**

In consideration of the Ichor Entities providing the Ichor Services, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the maximum extent permitted by law, I forever release, remise and discharge the Protected Parties from any and all actions, causes of action, contracts (whether express or implied), claims and demands for damages, loss or injury, suits, indemnities, expenses, pocket expenses, economic loss, losses incurred from cancellations of any kind of booking, reservation or ticket whatsoever (including, without limitation, flights, buses, trains, vehicles or transports of any kind, accommodations, events or any other bookings, reservations or tickets) interest, costs and claims of any and every kind and nature whatsoever, at law or in equity (collectively, "Blood Services Claims"), which against the Protected Parties I ever had, now have, or can hereafter have by reason of or arising out of any cause or causes whatsoever existing up to and inclusive of the date of this Consent and Release including, without limiting the generality of the foregoing, anything relating to or arising out of any and all delays in the delivery of Ichor Services (or the related test results) by the Ichor Parties or by any third-party that the Ichor Parties work with in connection with the delivery of any Ichor Services, including, without limitation, any delays in the delivery of results of any blood testing (including, but not limited to, with respect to COVID-19 testing). I waive my right to bring any and all such Blood Services Claims, including any right to sue the Protected Parties, and I further agree to indemnity and hold harmless the Ichor Parties from and against any Blood Services Claims relating to or arising out of any and all delays in the delivery of Ichor Services (or the related test results) by the Ichor Parties or by any third-party that the Ichor Parties work with in connection with the delivery of any Ichor Services, including, without limitation, any delays in the delivery of results of any blood testing (including, but not limited to, with respect to COVID-19 testing.

#### **SIGNATURE**

I, the undersigned, understand why I have been asked to disclose my Personal Information. I am aware of the risks and/or benefits of consenting, or refusing to consent, to the disclosure of my Personal Information. I understand that I may revoke this consent in writing at any time. I acknowledge that I have been given the opportunity to seek and obtain independent legal advice in connection with signing this Consent and Release.

### SIGNATURE\*\*

# DATE (YYYY-MM-DD)

\*\*If you are signing on behalf of the client or a minor, the following information must be provided:

Print Name of Authorized Representative

Print Source of Representative's Authority i.e.: parent, legal guardian, etc.



Witness Signature:

Witness Name: