

INFORMED CONSENT FORM
for OncoDEEP, OncoSTRAT&GO and/or OncoTRACE analysis

The purpose of this informed consent form (the “**Informed Consent Form**” or “**ICF**”) is to provide you with clear and precise information regarding OncoDEEP, OncoSTRAT&GO and OncoTRACE tests and analysis (“**Tests**”, as further described in this ICF), in order for you to freely give your consent to the performance of one or more of these Tests (as specified in the Declaration of Consent at the end of this ICF) on your tumor tissue and/or blood samples (“**Samples**”) in the context of molecular characterization of your tumor and/or personalized monitoring. The content of this ICF must be presented and explained to you in its entirety by your doctor. You must be provided with a complete copy of this ICF.

Do not hesitate to ask your doctor or the medical personnel in charge of your medical file all the questions you might have. Take as long as you need to think about it. You can also speak about the relevant Test with your family and friends or with your family doctor before making your decision. The decision to accept the Test is entirely yours.

Your participation must be completely voluntary and if you choose to refuse to have any Test performed on your Samples, whether or not the Test has been (strongly) recommended by your doctor, such decision will not affect either your relationship with your doctor or the quality of your medical care.

1. What is the purpose of the Test?

When a cancer develops, mechanisms which help to maintain the integrity of the genetic information in your cells (DNA) no longer function correctly. Consequently, dozens or even hundreds of chromosome variants and rearrangements (modifications of the organization of gene sequences) appear. Because of this, each tumor has a unique genetic profile of rearrangements and variants.

OncoDEEP: the OncoDEEP Test aims at analyzing the molecular profile of your tumor from a tumor tissue. We integrate the results from high throughput DNA sequencing and molecular pathology analyses (such as immunohistochemistry tests) in order to get the most complete molecular characterization possible of the tumor tissue. Those genetic findings are then integrated with and interpreted according to the data present in the most recent scientific literature.

OncoSTRAT&GO: the OncoSTRAT&GO Test aims at (1) analyzing the molecular profile of your tumor from a tumor tissue. We integrate the results from high throughput DNA sequencing and molecular pathology analyses (such as immunohistochemistry tests) in order to get the most complete molecular characterization possible of the tumor tissue, (2) analyzing the tumor DNA present in your blood (ctDNA).

The purpose of an OncoSTRAT&GO Test is to integrate and interpret such genetic information according to the data present in the most recent scientific literature.

OncoTRACE: it is currently also possible to isolate DNA from tumor cells in the blood. This is called circulating tumor DNA (ctDNA) and it is precisely this tumor DNA present in your blood that the OncoTRACE Test will analyze and monitor. OncoTRACE is the personalized solution for the monitoring of biomarkers specific to each patient’s tumor. OncoTRACE makes it possible to monitor your cancer by using blood samples. It will give your doctor indicators of your response to ongoing treatment. We analyse in the blood what is called the exosomes. The exosomes are small vesicles that can contain DNA, RNA or proteins. We extract the DNA from those exosomes and perform an OncoTRACE using the same protocol than the one used from ctDNA from the blood. We also extract the RNA to perform first a retro-transcription to generate cDNA and then we will perform an OncoTRACE using the same protocol than

the one used from ctDNA from the blood. Note that in a near future we could also use either the urine or the saliva to extract the ctDNA and perform an OncoTRACE for the same purposes than from blood.

These Tests are conceived and developed by OncoDNA SA – Rue Louis Breguet 1, 6041 Charleroi, Belgium, registered with the Crossroads bank for enterprises under company number 0501.631.837 – (“**OncoDNA**”).

The Tests will be accompanied by “**Reports**” generated by OncoDNA:

- the OncoDEEP theranostic report, containing personalized treatment options, taking into account the Patient's tumor's molecular characteristics (using tumor tissue) and/or
- the OncoTRACE cancer monitoring report of biomarkers specific to each Patient's tumor, giving doctor indicators of its patient's response to ongoing treatment (using blood samples).
- the OncoSTRAT&GO report, containing personalized treatment options, taking into account the Patient's tumor's molecular characteristics (using tumor tissue & blood samples).

2. What are the implications of the Tests for you?

The molecular characterization of your tumor by OncoDNA (OncoDEEP and/or OncoSTRAT&GO Test) and/or the personalized monitoring of your response to the medical treatment (OncoTRACE Test) require your signature of this ICF.

When consenting to one or more Tests by signing or otherwise consenting to this ICF, you agree to have a sample from one of the biopsies you have undergone (OncoDEEP Test) and/or liquid biopsy samples (blood, urine or saliva) taken from you (OncoTRACE Test) and to have those Samples sent to OncoDNA for the performance of the Test(s).

The information related to the results of the Test(s) as performed on your Samples, including without limitation, the genetic characteristics of your tumor and/or circulating tumor DNA (sequencing raw files and sequencing data resulting from the Test(s)) (“**Results**”) and other Health Data as defined in section 4, will not be communicated directly to you. The Report will be exclusively communicated to your doctor, who will solely determine whether to take such Report into account for his/her therapeutic decision. In addition, your doctor will exclusively evaluate whether the Report is of interest for you and, therefore, whether it is opportune (or, in some cases, mandatory under applicable law) to disclose such Report to you.

3. What is the Tests procedure? What will happen to the Samples sent to OncoDNA ?

Test request on OncoSHARE

OncoDNA is the developer and owner of the platform OncoSHARE (www.oncoshare.com), an online platform where doctors, patients and interested third parties may seek, collect and share information on cancer and oncology.¹ Without limiting the generality of the foregoing, OncoSHARE offers the following services to doctors: shipment box request, analyses ordering, process follow-up, data analysis and data sharing. In addition, on the basis of (i) the Results and your other relevant Personal Data (as defined in section 4), in particular your Health Data as defined in section 4 – combined with (ii) OncoDNA's know-how and medical research results, OncoDNA will generate (a) Report(s). The Report(s) will be communicated to the requesting doctor exclusively.

¹ While this ICF contains all necessary information in relation to the processing of your Personal Data, you may find the Privacy Policy applicable to OncoSHARE at www.oncodna.com/legaldocs/oncodna-privacypolicy/pdf.

When you consent to one or more Tests by signing or otherwise consenting to this ICF, your doctor – who registered with OncoSHARE – will request to OncoDNA the analysis of your Samples, via OncoSHARE.

Execution of the Test(s)

Your collected Samples will be marked by the medical or pathology laboratory personnel with a unique identifier that is linked to your medical file. There will be no information on the Samples which could allow you to be identified directly.

The coded Samples will then be sent to OncoDNA's service provider, BIO.be SA ("**BIO**") – having its registered offices at Avenue Georges Lemaitre 25, 6041 Charleroi and registered with the Crossroads bank for enterprises under company number 0861.738.595, or any other selected service provider. The Tests will then be executed on behalf of BIO by BIO's mother company, the Institute of Pathology and Genetics ASBL ("**IPG**"), having its registered offices at Avenue Georges Lemaitre 25, 6041 Charleroi, registered with the Crossroads bank for enterprises under company number 0408.333.871. IPG is a specialist in anatomical pathology, clinical genetics and molecular and cell biology medical diagnosis. The genetic analysis of the tumor and/or the monitoring of biomarkers in your Samples will be performed by IPG, on behalf of BIO, the latter acting as the subcontractor of OncoDNA. The Results will be inserted by IPG in OncoDNA's database in a pseudonymised form (with the unique identifier), without disclosing your identity. BIO and IPG will not be able to link your Personal Data to you. Only your doctor and OncoDNA will be able to link the attributed identifier to your medical file.

Remaining Samples

Any unused blood samples will be destroyed as soon as your doctor receives the OncoTRACE Report. Upon specific request, any slide made from the tumor tissue and any remaining part ("**Remaining Samples**") may be returned to your doctor upon request made through OncoSHARE or by sending an email at support@oncodna.com. In case the Test is ordered through an official distributor, the Remaining Samples may either be kept by OncoDNA or returned directly by OncoDNA, as part of the monthly samples batch, to OncoDNA's official distributor in charge of dispatching each sample to the hospital for storage or disposal (if any), based on the applicable local protocol.

4. How is your privacy protected and your Personal Data processed? Who will have access to your Personal Data?

By signing or otherwise consenting to this ICF, you agree to the processing of the personal data related to you identified below (the "**Personal Data**") for the purpose of performing the Test(s) chosen in the Declaration of Consent at the end of this ICF, generating the Reports and communicating the Reports to your doctor.

The following categories of Personal Data will be collected and processed:

If you are registered with OncoSHARE:

- Personal Data relating to you as provided by you or generated by OncoDNA during the registration procedure to OncoSHARE and the creation of your user-account or when updating the latter ("**Account Data**"): first and last names, username, interface language (optional), title (optional), gender (optional), email address, postal address (optional), birthdate (optional), patient unique number, password, access rights and log files;

If you are not registered with OncoSHARE, the following Personal Data are communicated by your doctor:

- first and last names, patient unique number, as well as gender, birthdate, postal address, email address or phone number, depending of the available information.

In any case:

- Personal Data relating to your health (“**Health Data**”):
 - Diagnosis, cancer stage, primary site, diagnosis date, current site of metastases, collection date, previous systemic therapies, current therapy, relevant comorbidities, concomitant medications, biomarkers already tested, indication of possible change of doctor treatment decision on the basis of the Report, list of drugs given, indication of possible reaction to the treatment as well as any other relevant information with respect to (the treatment of) your condition;
 - Reports;
 - Results;
 - Personal Data related to your use of the OncoSHARE chat/forum: messages posted/sent, date and time of messages posted/sent.
 - Identification and contact information related to your doctor.

You expressly agree to the processing by OncoDNA of your Health Data as listed above in this section 4 without the supervision of a health professional, for the purpose of performing the Tests and generating the Reports.

Your Account Data – if any – will be kept for as long as you remain registered with OncoSHARE and will otherwise be suppressed within twelve (12) months from the deactivation of your OncoSHARE user-account.

Except with respect to your Account Data (if any), no Personal Data – including your Health Data – will be kept in a manner that enables your direct identification by anyone other than your doctor and OncoDNA.

As part of the service available to your doctor on OncoSHARE, the latter may choose to disclose or share, through OncoSHARE, any generated Report in relation to your Tests, to (i) you and/or (ii) specialized oncologists collaborating with OncoDNA (the “**Expert Advisors**”), for advising purposes or in case the doctor has peculiar questions pertaining to such Expert Advisors’ specialties with respect to your condition. In addition, the doctor may disclose anonymized Reports to other doctors registered with OncoSHARE, to discuss and exchange medical expertise/opinion about a specific case.

By signing or otherwise consenting to this ICF, you agree to the transfer by your doctor to OncoDNA of your Personal Data, including the Health Data as identified above, for the purposes of performing the Tests, generating the Reports and communicating the Reports to your doctor.

Furthermore, in accordance with section 3, you consent to the transfer of certain of your anonymized/pseudonymised Personal Data, including Health Data, to BIO and IPG - or any other selected service provider - for the purpose of the performance of the Tests.

Subject to section 7, OncoDNA will not (a) collect, process and use your Personal Data for other purposes than those indicated in this section 4 or (b) transfer your Personal Data to third parties, except the transfers (i) authorized or required under applicable law or (ii) as mentioned in this section 4 or elsewhere in this ICF. You also consent to the transfer of your Personal Data in the event OncoDNA sells or transfers all or a portion of its business or assets to a third party. You also consent to the transfer of your Personal Data in the event OncoDNA sells or transfers all or a portion of its business or assets to a third party.

To the extent that this involves the transfer of Personal Data to countries outside of the European Economic Area in countries not considered by the European Commission as ensuring an adequate level of personal data protection, OncoDNA shall ensure that measures are put in place in accordance with the Personal Data Legislation.

You have the right to access to your Personal Data, as collected and processed by OncoDNA, and to request their rectification or suppression (as the case may be) in the event that they would be inaccurate or unnecessary. In order to exercise your rights, you only have to send a written and signed request to OncoDNA at the email address support@oncodna.com or at the postal address OncoDNA SA – Rue Louis Breguet 1, 6041 Charleroi, Belgium –, together with a copy of your ID card or other identification document, as well as any document proving that you are the data subject of the Personal Data.

5. What are the foreseeable benefits linked to Tests? What is the nature of the Report?

Your doctor will have access to the Reports which can be kept in your medical file.

However, OncoDNA draws your attention to the fact that the Reports do not constitute and are not intended to replace independent medical judgment and advice. The Reports merely constitute one element among all applicable information concerning the patient's condition (such as patient and family history, physical examinations, information from other diagnostic tests, and patient preferences) to assist doctors in the determination or adaptation of your medical treatment. Your doctor solely and exclusively decides whether (and to what extent) to take into consideration the Reports with respect to your treatment.

Consequently, OncoDNA assumes no liability whatsoever as to the possible consequences of the decision of your doctor to follow or not the (content of) the Reports. By signing or otherwise consenting to this ICF, you expressly declare and acknowledge having understood and agreed to OncoDNA's exclusion of liability as stated in this section 5.

6. What is the price of the Tests?

The Tests may only be ordered by your doctor, directly or through the intermediary of an OncoDNA official distributor, on OncoSHARE. In consideration of the performance of the Tests, you (or your doctor, acting on your behalf) will be required to pay the Tests price, the amount of which depends on the type of Test chosen (the "Price").

Subject to other instructions communicated by OncoDNA and in accordance with the OncoSHARE General Terms and Conditions (available at www.oncodna.com/legaldocs/oncodna-generalterms.pdf), any payment must be made by credit card or wire transfer.

In case your doctor pays the Price to OncoDNA or an official distributor, such Price will be invoiced to you afterwards.

By signing or otherwise consenting to this ICF, you acknowledge and agree (i) that the Tests constitute a payable service and (ii) to pay the Price, (a) either indirectly to your doctor or medical institution or (b) directly to OncoDNA or the official distributor.

No Guarantee of Reimbursement: OncoDNA makes no promises or guarantees that a healthcare provider, insurer or other third party payor, whether private or governmental, will reimburse you for the cost of the Tests.

7. Can your Samples and Personal Data be used in the framework of research studies/clinical trials?

OncoDNA may participate to research studies and/or clinical trials. In such context, OncoDNA may – subject to obtaining your separate written informed consent with respect thereto - process and disclose selected Personal Data – including Health Data – to accredited research centers/institutes and competent authorities for biomedical researches purposes. You are entitled to revoke your consent – if any - at any time, free of charge and without having to provide any justification. To consent to the use of certain of your Personal Data by OncoDNA for the purpose of biomedical researches, you must fill in and sign the separate *Research Study Informed Consent Form*, as may be attached to this ICF.

8. What is the applicable legislation ?

OncoDNA shall provide the Tests and related services as described in this ICF in compliance, where applicable, with the following legislation:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, or any modifying European regulation (including the General Data Protection Legislation), as well as the applicable national implementing or additional legislation, including the Belgian Law of 8 December 1992 relating to the protection of privacy with regard to the processing of personal data, as modified; ;
- Belgian Law of 22 August 2002 relating to patient rights, as modified;
- Belgian Law of 5 July 1994 relating to blood and blood derivatives of human origin, as modified;;
- Belgian Law of 7 May 2004 concerning experiments on the human person, as modified;
- Belgian Law of 19 December 2008 on obtaining and using human body material intended for human medical applications or for scientific research purposes, and its implementing Royal Decrees, as modified.



DECLARATION OF CONSENT

I, the undersigned,
(FIRST NAME and FAMILY NAME in capital letters)

- Confirm that I have read the Informed Consent Form (or had it read to me) concerning the Test(s) selected below (*please thick relevant box(es)*)
 - OncoDEEP
 - OncoSTRAT&GO
 - OncoTRACE
 and that the Test procedures have been explained to me by my doctor during the informed consent process;
- Confirm that I have had the opportunity to ask questions about the selected Tests, and obtained satisfactory answers to my questions;
- Confirm that I have had the time to think about accepting the selected Tests;
- Understand that I authorize the processing of and access to my Personal Data, including Health Data, to OncoDNA, BIO, IPG and authorized recipients mentioned in the present Informed Consent Form;
- Authorize the processing by OncoDNA of my Health Data, as identified in this Informed Consent Form, without the supervision of a health professional, for the purpose of performing the selected Tests and generating the Reports;
- Understand and accept that the intellectual property rights relating to or arising from the Tests performed on my Samples, if any, belong to OncoDNA;
- Accept to have the selected Tests performed on my Samples.

Signature of subject: Date:
(dd/mm/yyyy)

Person in charge of informed consent process :

FIRST NAME and FAMILY NAME in capital letters :

Signature : Date : (dd/mm/yyyy)

Witness *:

I confirm that I have no link with OncoDNA, that I have been present during the entire informed consent process and that I have read the information relating to the Tests. I confirm that the information in this Informed Consent Form has been provided in an appropriate way.

FIRST NAME and FAMILY NAME of witness in capital letters :

Signature : Date :
(dd/mm/yyyy)

* A witness is only required if the subject or his/her legal representative cannot read.