

**Informed Consent**

**Please Read, Agree and Sign this Consent in Order to continue with your process.**

**PATIENT CONSENT TO TESTING AND USE OF INFORMATION**

In this Patient Consent to Testing and Use of Information (this "Consent"), the terms "you" and "yours" refer to the person who is creating a patient account with the MRI Wellness professional entity identified.

MRI Wellness employs and/or contracts with physicians and allied health professionals to provide medical services to patients. MRI Wellness is a specialist medical group that applies the principles of advanced whole body radiology for the screening and diagnosis of cancer and disease (the "Reading"). MRI IS NOT A PRIMARY CARE PROVIDER. Always directly contact your regular healthcare provider with any questions regarding your personal health or medical conditions. The decision to focus on diagnosis, treatment recommendations, or both, rests with you and the healthcare provider.

MRI Wellness or a third-party health care provider selected by MRI Wellness, 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 follow the instructions to prepare on the day of the Test, and to provide your Personal and Family Health Information (PFHI). Your images and PHI will be stored by MRI Wellness 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 correct. 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 consult with your healthcare provider about your results.

**2. Benefits of the test**

Your results may indicate you have certain medical conditions, the early diagnosis of which can have a material impact on treatment outcomes. Your results may also show benign features, the knowledge of which might prevent an incorrect medical diagnosis in the future. Your results might show that you have disease precursors or risk factors, the knowledge of which might help you make lifestyle changes that alter the trajectory of future disease progression. This knowledge may help you and your healthcare provider make more informed healthcare decisions.

### 3. Risks of the test

The Test is a medical **screening test** that may cause you to discover sensitive information about your health or disease status, including for diseases that currently have no treatment. Depending on your country of residence, information you learn might be required to be disclosed by you to health and insurance companies who might discriminate in life insurance, disability insurance or long-term care insurance.

### 4. Limitations of the test

The Test is intended to screen the presence of certain medical conditions under optimal conditions.

- **General screening.** The MRI Wellness whole body MRI examination is created for evaluating the general-population average-risk asymptomatic patient in a general screening context.
- **Does not replace routine screening.** The Test is intended to serve as an adjunct to, but is not intended to replace, other established evidence-based screening practices for early detection of specific malignancies (e.g. colonoscopy, dedicated breast imaging, Pap-smear screening for cervical cancer, low-dose chest CT for high-risk patients).
- **Lesions.** Under optimal conditions, the Test is generally effective in visualizing lesions 1.5cm or larger in the chest, abdomen and pelvis. The comprehensive and head & torso package also evaluates the head and neck for lesions 1cm or larger.
- **Aneurysms.** The Test is generally effective for the detection of cerebral artery aneurysms on the order of 3 mm or greater in size in patients with normal cerebral vasculature.

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- **General limitations.** As with any medical test, due to many factors including state of disease progression, body physiology, body position, patient preparation and body movement, there are limitations which make it impossible for the Test to detect all malignancies and conditions.
- **Heart.** The Test does not evaluate the heart in detail or heart vessels.
- **Lungs.** The Test does not evaluate detailed lung microarchitecture and pulmonary micronodules but will assess for mediastinal/hilar adenopathy/carcinoma within the limits of non-contrast MRI.
- **Hollow viscus.** The Test is limited in the evaluation of the hollow viscus (bowel and stomach) and does not replace endoscopy or colonoscopy. The scan cannot detect bowel polyps.
- **Joints.** The Test is limited in its assessment of the large joints as the exam is not tailored for detailed evaluation of the joint ligaments, cartilage, menisci, and labrum.
- **Skin.** The Test should not be considered a primary screening modality of the skin. This is best assessed by direct physical examination.
- **Diagnostic imaging.** The Test is not intended to replace dedicated diagnostic imaging in the setting of specific clinical diagnostic questions.
- **No active or recent cancer without approval.** The Test is not specifically intended or specifically optimized to evaluate for suspected, active or recent cancer (within the last 5 years). Anyone meeting this criterion should disclose their cancer diagnosis in their PHI and be referred by their primary or oncology care team, which could facilitate approval for proceeding with the MRI Wellness examination on a case-by-case basis by the MRI Wellness clinical leadership team.

MRI Wellness implements several safeguards to avoid technical errors, but as with all medical tests, there is a chance of a false positive or a false negative result. A false positive result means a medical condition was diagnosed, which is not in fact present. A false negative result means the Test failed to diagnose a medical condition that is in fact present. Other sources of error, while rare, include imaging study mix-up and coding errors. If you have certain rare body or organ morphologies, these morphologies may limit the accuracy of the results. Finally, imaging tests, in particular, rely on pattern matching to support a

diagnosis and differential diagnoses do exist for many diagnosed conditions. MRI Wellness expressly disclaims any liability for the inaccuracy of Test results resulting from such conditions or the failure to provide accurate, correct or complete PHI, and you expressly waive any claims against MRI Wellness with respect thereto.

#### 5. Potential results

If you receive a medical diagnosis for which follow-up is recommended, you should consult with your healthcare provider to discuss the Test results. It is important to note that results indicating that you have no medically-significant finding does not guarantee that you are healthy. By signing this Patient Consent, you understand and agree that your results must be considered in the context of broader medical management by a healthcare provider, and that you should not make medical decisions without consulting a healthcare provider. Regardless of your interactions with MRI Wellness or that the Test is being provided by MRI Wellness, you understand that MRI Wellness is not acting in the capacity of your primary care healthcare provider.

#### 6. Use of Information

By signing this Consent, you hereby permit and provide your express consent for MRI Wellness, or third parties who work on behalf of MRI Wellness to use, disclose, and/or release your Test images, Readings, PHI, and other PII or health information, including, without limitation, Highly Confidential Information (which is defined below)(collectively “Health Information”), for purposes of treatment, payment, health care operations, or other permitted purposes described below, to the fullest extent permitted by applicable law.

“Highly Confidential Information” means information about (a) substance use disorder treatment, (b) genetic information or test results, (c) mental health or illness or developmental or intellectual disability, (d) psychiatric treatment, (e) HIV/AIDS testing or treatment or status, (f) communicable or blood borne diseases, (g) sexually transmitted diseases, (h) child or domestic abuse and neglect, (i) abuse of an adult with a disability, (j) sexual assault, (k) maternity records (including medical records of new mothers and newborns), (l) infertility or fertility assistance, IVF, or artificial insemination, and (m) any other type of information that is given special privacy protection under state or federal laws. Without limiting the general consent above, MRI Wellness may release your Health

Information to any person or entity liable for payment on your behalf in order to verify coverage or payment questions, or for any other purpose related to benefit payment.

By signing this Consent, you also hereby permit and provide your express consent for MRI Wellness, or third parties who work on behalf of MRI Wellness to access your medical records from electronic health records maintained by MRI Wellness for purposes of (i) understanding your medical history and how it may improve the diagnostic abilities of the Test as to you; and (ii) evaluating the efficacy and accuracy of the Test through ongoing research to improve the Test as to you and others.

In addition, you consent to the following uses of your Health Information by MRI Wellness, and third parties who work on their behalf:

Patient follow-up: Although MRI Wellness is not a primary care provider, MRI Wellness may use your Health Information to contact you and/or your primary care physician in order to understand what follow-up or subsequent testing, if any, was performed and the results of that follow-up or subsequent testing.

New tests: MRI Wellness may use your Health Information to contact you to solicit feedback and describe new tests and services developed by MRI Wellness and its collaborators that may be of interest to you. You can opt out of this communication at any time.

MRI Wellness will separately ask you to review and sign an “Authorization to Use and Disclose Medical Records” to permit your treating health care providers outside of the MRI Wellness to disclose medical records to MRI Wellness. You are not required to sign this authorization to receive care from MRI Wellness. For more information regarding MRI Wellness privacy practices, please review MRI Wellness privacy policies.

## 7. Financial Guarantee

You agree that you are unconditionally personally liable for all services rendered to you or on your behalf by MRI Wellness and its respective employees and independent contractors during your treatment at MRI Wellness, whether or not such services are covered by a third-

party payor, to the fullest extent permitted by law and MRI Wellness other legal or contractual obligations. Payment is expected on or before the payment due date. You further acknowledge and agree that it is your responsibility to inquire about the costs of services in advance when such costs are unclear to me.

#### 8. Other provisions and notices

##### INFORMED CONSENT FOR TELE-RADIOLOGY SERVICES

**DO NOT USE THIS SERVICE IF YOU MAY BE EXPERIENCING A MEDICAL EMERGENCY. In an emergent situation, you can: (i) call 911; (ii) go to the nearest emergency room; (iii) contact your local crisis center; (iv) if applicable, call the National Suicide Prevention Lifeline (1- 800-272-8255); or (v) if applicable, contact the Crisis Text Line (text “GO” to 741-741).**

We are pleased you have chosen MRI Wellness for your radiology needs. This document is intended to inform you of what you can expect of your clinician in terms of his or her credentials and in connection with your treatment via radiology services, which occur both in-person and via telehealth (teleradiology). After you have carefully read this document and had an opportunity to have your questions answered, certain state laws mandate that you must sign and date it before commencing services.

##### **IMPORTANT INFORMATION REGARDING YOUR TREATMENT BY RADIOLOGY HEALTH PROVIDERS, INCLUDING POTENTIAL RISKS AND BENEFITS.**

MRI Wellness offers radiology treatment and services by various types of healthcare providers in-person and via telecommunications technology (also referred to as “tele-radiology”). Our providers include physicians, nurses, and equivalent licensed professionals. The services provided may also include chart review, , appointment scheduling, , health information sharing, and non-clinical services, such as patient education. The electronic communication systems we use will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption. There are various benefits associated with

tele-radiology services, including improved access to care by enabling you to remain in your home while the provider consults with you, more efficient care evaluation and management, and obtaining expertise of a specialist as appropriate. Possible risks include delays in evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies, and in rare events, our provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled tele-radiology consult or a meeting with your local primary care doctor.

**By signing this form, you are representing that you have read this document and understand the information found in it.**

At times, your clinician may seek supervision or consultation with other MRI Wellness or non- MRI Wellness clinicians regarding your treatment, to enhance the services being provided to you given the multiple perspectives, experiences, and treatment philosophies. All team members are ethically and legally bound to maintain your privacy and confidentiality in this scenario and none of your personal information will be shared or disclosed with any other individual without your consent. Exceptions to confidentiality do exist in certain situations, such as: threat of serious harm to self or others; reasonable suspicion of abuse or neglect of a child, or abuse, neglect, or exploitation of an incapacitated or dependent adult; court order and/or subpoena; permission from the client or guardian (i.e. voluntary release signed by the client or guardian); during supervisory consultations; diagnosis and dates of service shared with an insurance company to collect payments; information released as outlined in MRI Wellness's Notice of Privacy Practices and Privacy Policy; and as otherwise required by law.

**SCHEDULING AND CANCELLATIONS.** Please carefully review the **Scheduling and Cancellations** window as detailed in your confirmation email. By signing this document, you are attesting that you have read, understood and will comply with the Scheduling and Cancellations Policy.

**By checking the box associated with "Informed Consent", you acknowledge that you understand and agree with the following:**

1. You hereby consent to receiving MRI Wellness's services via tele-radiology technologies. You understand that and its providers offer tele-radiology-based medical services, but that these services do not replace the relationship between your and your primary care doctor. You also understand it is up to the MRI Wellness

provider to determine whether or not your specific clinical needs are appropriate for a tele-radiology encounter.

2. You understand that federal and state law requires health care providers to protect the privacy and the security of health information. You understand that MRI Wellness will take steps to make sure that your health information is not seen by anyone who should not see it. You understand that tele-radiology may involve electronic communication of your personal medical information to other health practitioners who may be located in other areas, including out of state.
3. You understand there is a risk of technical failures during the tele-radiology encounter beyond the control of MRI Wellness. You agree to hold harmless MRI Wellness for delays in evaluation or for information lost due to such technical failures.
4. You understand that You have the right to withhold or withdraw your consent to the use of tele-radiology in the course of your care at any time, without affecting your right to future care or treatment. You understand that You may suspend or terminate use of the tele-radiology services at any time for any reason or for no reason. You understand that if you are experiencing a medical emergency, that you will be directed to dial 9-1-1 immediately and that the MRI Wellness providers are not able to connect you directly to any local emergency services when engaging in the tele-radiology platform.
5. You understand that alternatives to tele-radiology services, such as in-person services are available to you, and in choosing to participate in a tele-radiology services, you understand that some parts of the services involving tests may be conducted by individuals at your location, or at a testing facility, at the direction of the MRI Wellness provider (e.g., radiology imaging, labs or bloodwork).
6. You understand that you may expect the anticipated benefits from the use of tele-radiology in your care, but that no results can be guaranteed or assured.
7. You understand that your healthcare information may be shared with other individuals for scheduling and billing purposes. Persons may be present during the consultation other than the MRI Wellness provider in order to operate the tele-

radiology technologies. You further understand that you will be informed of their presence in the consultation and thus will have the right to request the following: (a)

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omit specific details of your medical history/examination that are personally sensitive to you; (b) ask non-medical personnel to leave the tele-radiology examination; and/or (c) terminate the consultation at any time.

8. You understand that you will not be prescribed any narcotics, nor is there any guarantee that you will be given a prescription at all.
9. You understand that if you participate in a consultation, that you have the right to request a copy of your medical records which will be provided to you at reasonable cost of preparation, shipping and delivery.
10. You have read and you understand the disclosures set forth next to the state in which you are located at the time of the tele-radiology encounter, as set forth below:

**You have read this document carefully, and understand the risks and benefits of the tele- radiology services and have had your questions regarding the services explained and you hereby give your informed consent to participate in a tele-radiology services under the terms described herein.**