

# The PrecivityAD2™ Blood Test

## Terms and Patient Consent

PrecivityAD2™ is a blood test designed for individuals aged 55 and older exhibiting signs or symptoms of mild cognitive impairment or dementia, who are undergoing evaluation for Alzheimer's disease or other causes of cognitive decline.

Healius Pathology Pty Ltd (us, we, and similar pronouns), through its brands including QML Pathology, Laverty Pathology, Dorevitch Pathology, Western Diagnostic Pathology, TML Pathology and Abbott Pathology, provides patients (you, your and similar pronouns) with the PrecivityAD2™ test (Test) in accordance with the terms set out in this document. Please take a moment to read this document carefully as it sets out the terms of a binding agreement between you and us. Please sign this document and do proceed with the Test only if you agree with all of the terms set out below.

### 1. The Test

To qualify for the Test, you must have a pathology request form from your general practitioner or specialist. The Test involves us collecting a blood specimen from you, which we then prepare and send to C2N Diagnostics, LLC (C2N) in the United States of America, where your specimen will be analysed on our behalf.

We will provide your Test result to your requesting general practitioner or specialist approximately 4 weeks after your specimen is collected. Your requesting general practitioner or specialist will interpret your Test result in conjunction with other medical information about you and/or other diagnostic tools. You agree that we will forward your Test result to your requesting general practitioner or specialist, not to you directly or any other person (except another medical practitioner nominated on your pathology request form or as required by law). You must consult with your requesting general practitioner or specialist to obtain your Test result.

No test by itself can diagnose Alzheimer's disease, and currently no test for brain amyloid plaques is 100% accurate in clinical patients. False positive and false negative test results are possible. The PrecivityAD2™ blood test performance is based on studies performed on a population that was mostly White and non-Hispanic. Performance in other populations has not been established.

Please refer to the PrecivityAD2™ Patient Brochure for further information about the Test, including the two possible Test results and what they mean.

### 2. Price, payment and refunds

The Test is not currently covered by Medicare and you will need to pay for the Test (\$1,495 at the time of printing of this document) before your specimen is collected. The price for the Test may be changed by us at any time prior to you placing your order. We accept payment via credit/debit card.

In certain limited circumstances, we may be unable to perform the Test due to unforeseen circumstances and will need to re-collect your specimen – if that occurs and you do not wish to have a further specimen collected, we will provide you with a full refund. Refunds are not otherwise available once your specimen has been collected.

### 3. Consent and privacy

You consent to the collection and analysis of specimens as requested by your general practitioner or specialist and for your personal information to be received, accessed, held, disclosed and stored by us and C2N in accordance with applicable privacy laws.

We and C2N may use any information in your pathology request form, Test or Test results for internal reference, product development, education or training purposes, and to use any data and/or other information in the Test results, in an aggregate, non-identifying format.

You consent to the destruction and/or disposal of your specimen in accordance with applicable laws and professional standards.

We will take all reasonable precautions to ensure that your personal information we hold is kept confidential and protected from unauthorised access, in accordance with our Privacy Policy. We will not disclose your personal information to any third party unless required to process and manage your Test or unless required or permitted to do so by law or otherwise with your consent. Please refer to our Privacy Policy on our website for information relating to our collection, storage and use of your personal information.

### 4. Warranties and Statutory Rights

Legislation including but not limited to the Australian Consumer Law (ACL) in the Consumer and Competition Act 2010 (Cth), and similar consumer protection laws and regulations may confer on you rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

Our liability is governed solely by the ACL and this document. Except for your Statutory Rights, we expressly exclude all conditions and warranties implied by custom, law, regulation, or statute. Except where Statutory Rights apply, our services (including the Test) are provided to you without warranties of any kind, either express or implied and we expressly disclaim all warranties of any kind.

To the extent we are unable to exclude liability (including if you have the benefit of Statutory Rights), our total liability for loss or damage you suffer or incur in any way connected with the Test (including its delay or non-

performance) is limited to us re-supplying the Test to you, or, at our option, providing you with a full refund.

To the maximum extent permitted by law, we are not liable for special, indirect, consequential, incidental or punitive damages, whether in contract, in negligence, under statute or otherwise, regardless of whether such loss or damage was foreseeable.

To the maximum extent permitted by law, our liability to you is reduced to the extent that your acts or omissions (or those of a third party whose actions we cannot reasonably control) cause or contribute to the loss or liability.

## 5. Force Majeure and matters beyond our reasonable control

There may be instances where we may not be able to perform certain or all obligations that we have agreed to because of something beyond our reasonable control, which may include (but is not limited to): flood, severe weather, fire, terrorist activities, epidemics, pandemics, anything done by a government body or other competent authority, industrial disputes, power outages, hardware or software problems, or other events, or acts or omissions (including of third parties), outside of our reasonable control that affect our capacity to perform certain or all of our obligations to you (including to conduct the Test). In these cases, we will use reasonable efforts to mitigate the event affecting our performance and you agree that we do not have any responsibility or liability for not providing you with the Test, or for us otherwise failing to meet our intended obligations, other than a liability to provide you with a full refund.

## 6. General

You acknowledge that we may subcontract the performance of some or all of our obligations to third parties, including to C2N and air transportation providers.

This document contains the entire agreement between you and us, and supersedes all our previous agreements and understandings. You acknowledge and agree that, in entering into this agreement, you do not rely on any representation, warranty, information or document or other term not set out in this document, other than information contained in the PrecivityAD2™ Patient Brochure (but to the extent of any inconsistency, this document prevails).

If any term or provision of this document is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

The agreement set out in this document will be interpreted under, and governed by, the laws of New South Wales and you and us submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts in respect of any proceedings in connection with this document.

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## Patient Consent

I have read and understand all of the above terms, have been provided with a copy of the PrecivityAD2™ Patient Brochure and have asked my requesting general practitioner or specialist all questions I may have had about the purpose, procedure, risks, benefits and limitations of the PrecivityAD2™ test. I have decided to proceed with the PrecivityAD2™ test and to be bound by the terms of this document.

**Patient's Name:** \_\_\_\_\_

**Patient's Date of Birth:** \_\_\_\_\_

**Patient's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Healius Pathology network

