

Terms of Service – Vitagene, Inc.

PATIENT AUTHORIZATION AND INFORMED CONSENT AGREEMENT – *STUDENT ATHLETES*

Last Updated: January 5, 2021

By signing this form, you, as a registered user, (“you” or “user”) are acknowledging that you have read, understand, accepted and become legally bound to the terms and conditions set forth in this Terms of Service – Patient Authorization and Informed Consent Agreement (the “**Agreement**”) between Vitagene, Inc. (“**Vitagene**”), and you as a registered user of the online services of the website located at [https://vitagene.com/ and https://1health.io/] and other websites controlled by Vitagene (collectively, the “**Site**”).

You understand that Vitagene operates a digital telehealth platform that provides healthcare professionals and facilities, employers, and individuals a service to obtain clinical laboratory Testing Kits for the self-collection of Samples, laboratory processing of the Testing Kit and Sample, and laboratory results through the creation of an account on the Site (“**Testing Services**”).

Upon providing a Sample to Modesto City Schools, a Vitagene account will be auto-generated.

This Agreement governs your use of the Testing Services, including the Site, and explains how your information, Sample, and Testing Kit will be used after performance of the Testing Services. Your Sample will not be processed unless you confirm that you have read and understood the contents of this Agreement. Capitalized terms used but not defined in this Agreement have the meaning given to them in our other policies (e.g., our Terms of Use and our Privacy Policy, Consent to Research and Notice of Privacy Practices, if applicable).

Definitions

- “Data” means all information collected or transmitted across the Vitagene Site, including personally identifiable information (referred to as “PII” and defined below) and personal health information. This data will not be shared with anyone outside of our lab partners.
- “Health Care Services” means the health care services to be provided by your Health Care Professional. • “Health Care Professional” means a licensed, accredited, or certified physician, advanced practice nurse, registered nurse or other licensed healthcare professional that is providing you with Health Care Services.
- “Lab” means one of Vitagene’s designated qualified clinical laboratory partners that will receive, process, and provide results of the Testing Kit and Sample.
- “Sample” means your human specimen or tissue collected using the Testing Kit for testing and analysis at a Lab, and, where instructed to be necessary, collected under the supervision of a Health Care Professional.
- “Testing Kit” means a Sample collection device that will be processed by a Lab for the specific test and under the specific instructions set forth on Exhibit A, attached below.

Eligibility Requirements and Acknowledgements

- You are eighteen (18) years of age or older.
- Where instructed by the Testing Kit to do so or as required by law, you have been evaluated by a Health Care Professional, who determined that Service was clinically appropriate for you.

- You are engaging Vitagene under your own name and will not misrepresent your identity or impersonate another person.
- You have the legal right and ability to enter into this Agreement and receive the Testing Services.
- You are the person whose name and other information have been provided for the Account that is autogenerated. You agree that all Samples that are sent to the Lab using the Testing Kit you receive shall be only Samples from you and no other person.
- You have secure access to personal on-line and/or mobile technology that will enable you to exchange information and communicate with Vitagene in a confidential manner.
- You are NOT experiencing a medical emergency and are not in need of immediate medical attention. **IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.**

Your Responsibilities

- You are responsible for providing accurate information and for updating any information you provide in your Account through the Site, include any requested health and medical information, location, demographic, contact information, verification of identification, or other information as determined necessary by Vitagene, in its sole discretion.
- You are responsible for completing any required information through the Site, which may include waivers, consents or authorizations, as determined necessary by Vitagene, in its sole discretion
- You understand and agree that your failure to provide accurate and complete information or to execute required documents may result in your Sample(s) not being tested, a restriction of your Account and prohibition on you from receiving further Services through the Site or Vitagene.
- You agree to follow all recommendations, protocols and other instructions provided by your Health Care Professional. You understand that, if you decide or fail to follow any of these instructions, then you will be taking an action contrary to medical advice.
- You agree to follow all Testing Kit instructions provided by Vitagene. You understand and agree that failure to follow the instructions may result in your Sample not being tested.

Testing Services

Vitagene may provide the following Services, solely in its own discretion:

- Where required by the Testing Kit, in Vitagene's sole discretion or as required by law, following receipt of instructions from your Health Care Professional, Vitagene will provide, sell and/or deliver a Testing Kit to you.
- Vitagene will provide a secure technology platform through the Site for you to register as a user, establish an Account, provide and update information, complete all necessary forms and documents, register your Testing Kit, and receive results of your test and other information. If your Sample is not collected in full compliance with the instructions provided by Vitagene, including the supervision by a Health Care Professional where required by Vitagene or by applicable law, Vitagene is entitled to discontinue the Service, including instructing the Lab to not process your Testing Kit or to provide testing results.
- Where permitted by law, Vitagene may provide you with telehealth technology to communicate with a Health Care Professional in connection with your receipt of the Testing Services, including to receive supervision on the collection of your Sample for the Testing Kit where required by Vitagene or applicable law.
- Once received, our partner Lab will process the Sample for testing.

- The Lab will provide the results of your completed Testing Kit to Vitagene and your Health Care Professional for review and release to you.
- In the event Vitagene or the Lab determines that a Sample is not suitable for testing due to: (i) the content of the Sample, (ii) or because we believe the Sample to have been submitted in violation of this Agreement, we reserve the right to not process the Sample, withhold the results and to not refund the cost of the Testing Services.
- Vitagene will own all Data.
- Vitagene **does not provide medical advice and will not provide any services for medical emergencies or urgent situations. IF YOU THINK YOU HAVE AN EMERGENCY, CALL 911 IMMEDIATELY.**

Testing Services Acceptance/Informed Consent

- You agree to abide by the obligations in this Agreement.
- You acknowledge and agree that you are making an informed decision to receive Testing Services from Vitagene through the Site and have been given all necessary and relevant information to make that decision.
- You acknowledge that Vitagene: is not a health advisor, Health Care Professional, or a testing lab, (ii) does not provide medical, health or other professional services or advice, and (iii) does not itself perform any testing on your Samples. Vitagene provides the telehealth technology via our Site for you to receive Testing Services as determined clinically appropriate by your Health Care Professional.
- You acknowledge that Health Care Professionals are not employees of Vitagene and are not providing services on behalf of Vitagene, but instead are independent professionals solely responsible for the services provided to you. Vitagene does not endorse any specific tests, physicians, health care professionals, medications, products or procedures recommended by the Health Care Professionals. You acknowledge that your reliance on any healthcare professionals or information provided by Health Care Professionals using the Site to provide you with Health Care Services, including Testing Services is solely at your own risk and you assume full responsibility for all risk associated herewith.
- In the event you receive telehealth services through the Site, you understand and agree (i) the Health Care Professional is providing Health Care Services from a REMOTE location using telehealth technology through the Site, (ii) the Health Care Services you receive via telehealth may not be as comprehensive as services you may receive in an in-person setting, (iii) you have a choice to not receive Health Care Services through telehealth, and (iv) you fully understand and accept the risks and benefits of receiving services through telehealth.
- You acknowledge and agree that you are making an informed decision to receive Health Care Services from a Health Care Professional remotely using telehealth technology, through a combination of audio, visual and store and forward technology and that such remote telehealth technology may not be appropriate for all medical issues and should not be used in emergency situations, and that you have been given all necessary and relevant information to make that decision.
- You acknowledge and agree that you are making an informed decision to receive Testing Services, including access to a Health Care Professional through telehealth technology, from Vitagene through the Site and have been given all necessary and relevant information to make that decision.

Privacy, Security, and Communication Use

- Vitagene respects your privacy and takes privacy very seriously. By accepting this Agreement, you consent to permit Vitagene to use and disclose your personally identifiable information (“PII”), including protected health

information (“PHI”), provided to us as outlined in our Privacy Policy, and any applicable Notice of Privacy Practice, including the Notice of Privacy Practices of your Health Care Professional.

- You understand that Vitagene is NOT a “covered entity” as defined by the Health Insurance Portability and Accountability Act (“HIPAA”). You understand that your Health Care Professional and the Lab are or may be “covered entities” that are subject to the provisions of HIPAA, so your health information provided to us by a Lab or your Health Care Professional may be subject to or protected by HIPAA. You agree to authorize your Health Care Professional and the Lab to obtain access and use of your health information in accordance with the Authorization attached as Addendum A to this Agreement before we can process your Testing Kit. You authorize us to provide this Authorization to your Health Care Professional and Lab and understand that the Health Care Professional and Lab may require you to execute additional documents authorizing their disclosure of your information.
- You agree that by providing electronic contact information you expressly authorize Vitagene to communicate with you via email, text, telephone, video, chat or other electronic means determined appropriate by Vitagene. You understand that such electronic communication is not a secure form of communication and you accept the risk of loss and unauthorized access or disclosure of your PII, including PHI.

Use of Your Data and Sample

- All Data collected will be exclusively owned by Vitagene
- After processing your Sample, neither Vitagene nor the Lab have any obligation or liability regarding the retention of your Sample. Any remaining Sample shall become the sole property of Vitagene or the Lab, and Vitagene or the Lab may use the remaining Sample and Data in any manner permitted by law.
- You understand and consent that by providing any Sample, having your Sample processed, or providing Data to Vitagene, you acquire no rights in any research or commercial products that may be developed by Vitagene or the Lab. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your Sample or Data.

Password

- You may access your information on the Site only through the use of a password selected by you. You are solely responsible for maintaining the confidentiality of your password, and for all activities that occur under your password. You agree to prohibit anyone else from using your password and to immediately notify Vitagene of any unauthorized use of your password or other security concerns of which you become aware.

Term and Termination

- This Agreement shall commence on the date you sign this form to become a User on the Vitagene Site. • Vitagene may terminate this Agreement and your right to receive the Testing Services, through the Site, at any time, with or without cause.
- This Agreement shall terminate without notice in the event you fail to comply with the terms and conditions of this Agreement.
- Vitagene will retain any Data collected about you for as long as we are required to maintain it for any lawful purpose, including regulatory and compliance purposes, for a legal or business necessity, or for other commercial or research use.
- In the event Vitagene terminates this Agreement without cause prior to providing you the results of the Testing Service, Vitagene will provide you a full refund of any payments you have made for Testing Services to Vitagene.

Disclaimer of Warranties

- THE SITE AND TESTING SERVICES ARE PROVIDED TO YOU “AS IS, AS AVAILABLE” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR AFFILIATES AND OUR AND OUR RESPECTIVE LICENSORS AND SERVICE PROFESSIONALS, EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SITE AND THE TESTING SERVICES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, WE PROVIDE NO WARRANTY AND MAKE NO REPRESENTATION OF ANY KIND THAT THE SITE OR TESTING SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS.
- WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY OF OUR PROFESSIONALS, PARTNERS, AFFILIATES, OR HEALTH CARE PROFESSIONALS MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE SITE, OR THE INFORMATION, CONTENT INCLUDED THEREON; (II) THAT THE SITE OR TESTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SITE; OR (IV) THAT THE SITE, OUR (AND OUR SERVICE PROFESSIONALS’) SERVERS, THE CONTENT, OR COMMUNICATIONS SENT FROM OR ON BEHALF OF US ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIME BOMBS OR OTHER HARMFUL COMPONENTS.
- SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. You agree that we assume no responsibility for any content you submit, upload, create or make available through the Site.

Limitation of Liability; Indemnity

- TO THE FULL EXTENT PERMITTED BY LAW: (a) IN NO EVENT WILL VITAGENE, OR ITS AUTHORIZED AGENTS (EACH, A “VITAGENE PARTY” AND COLLECTIVELY, “VITAGENE PARTIES”) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH VITAGENE PARTY HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN ANY EVENT, THE TOTAL AGGREGATE LIABILITY OF THE VITAGENE PARTIES IN CONNECTION WITH THIS AGREEMENT, FOR ALL CLAIMS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM RELATED TO THE TESTING SERVICES PERFORMED BY ANY OF THE VITAGENE PARTIES HEREUNDER OR YOUR USE THEREOF,), WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO VITAGENE FOR THE TESTING SERVICES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- To the extent permitted by law, you agree to release, indemnify and hold each Vitagene Party, its shareholders, owners, advisors, officers, directors, affiliates, employees, and agents harmless from all liabilities, claims, expenses arising from injury or personal damage that (i) occurs while you use the Site, (ii) your use of the Testing Services, (iii) your breach of this Agreement, (iv) arise from the Health Care Services provided by a Health Care Professional, (v) arise from your choice and use of payment method if you are responsible for payment of the Testing Services, or (vi) arise from your receipt of notices or information at your contact address or through the use of email, text or other electronic communication.

Disputes

• The terms of this Agreement, and any claim or dispute relating to or arising under this Agreement or in connection with your use of the Site (each a “Dispute”), are governed by and shall be construed in accordance with the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its principles of conflicts of law, or any rules of private international law, that would lead to the applicable of any other laws. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered on an individual basis (i.e., not as a class arbitration or class action) by the American Arbitration Association (“AAA”).

- If you are an individual accessing or using the Service in your individual capacity, the arbitration will be conducted pursuant to AAA’s Consumer Arbitration Rules, as amended by this Agreement. The Consumer Arbitration Rules are available online at <https://adr.org/sites/default/files/Consumer%20Rules.pdf>. If you are an Organization or an individual accessing or using the Site on behalf of, or for the benefit of, an Organization, the arbitration will be conducted pursuant to AAA’s Commercial Arbitration Rules, as amended by this Agreement. The Commercial Arbitration Rules are available online at <https://adr.org/sites/default/files/Commercial%20Rules.pdf>.
- If you are an individual accessing or using the Site in your individual capacity, (a) the arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate, (b) any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, and (c) if the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. If you are an Organization or an individual accessing or using the Site on behalf of, or for the benefit of, an Organization, the arbitrator will conduct hearings, if any, in-person in the County of San Francisco in the State of California, U.S.A.
- The arbitrator’s decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. You agree that the federal and state courts located in the County of San Francisco in the State of California, U.S.A., will have such jurisdiction, and you hereby waive any jurisdictional, venue or inconvenient forum objections to such courts. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.
- This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods.
- Class Action Waiver: Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

- **Limitation of Time to File Claims:** Any action, claim or dispute you have against us must be filed within one year. To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in an arbitration proceeding. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

Notice

- Vitagene will generally communicate with you using the Modesto City Schools' email address or telephone number you provided to Vitagene. In some circumstances, we may communicate with you using the mailing address you provided to Vitagene. If you have a question or complaint regarding the Testing Services, please send an e-mail to support@vitagene.com. You may also contact us by writing to 388 Market Street Suite 1300 San Francisco, CA, US, 94111. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Site of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952- 5210.

General Provisions

- **Independent Contractors:** The parties intend that an independent contractor relationship will be created by this Agreement, and that no additional partnership, joint venture, employee, employer or other relationship is intended. You agree not to hold yourself out as in any way sponsored by, affiliated with, endorsed by, in partnership or venture with, nor as an employee or employer of Vitagene, any of our affiliates or service providers.
- **Entire Agreement:** This Agreement, including the other documents referenced and referred to herein, constitutes the entire agreement between you and us with respect to the Site and the Testing Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect thereto. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect. The headings of sections and paragraphs in this Agreement are for convenience only and shall not affect its interpretation.

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EXHIBIT A

Type of Testing Brand Tests 1.

Covid 19 Panel Kit*

* To the extent that any of Vitagene's Testing Services are used by you to collect saliva specimen for purposes of detection and identification of SARS-CoV-2 RNA (the "COVID-19 Kit"), the following terms, conditions and disclaimers also apply: You are encouraged to seek and obtain medical advice from

your own physician or other medical provider before using the COVID-19 Kit to discuss and understand its proper use and utility. Failure to do so manifests the user's agreement that he or she is solely responsible for any injury, damage, liability, cost or expense associated with the use of the COVID-19 Kit for specimen collection or otherwise, or test results derived therefrom.

Any person offering or using the COVID-19 Kit must follow the recommendations and requirements of the Food and Drug Administration Emergency Use Authorization ("EUA") found at <https://www.fda.gov/media/136875/download>. By using the COVID-19 Kit, you acknowledge and agree that you have reviewed the EUA. Company does not and shall not process the collected specimens, provide laboratory services associated therewith or create test results, and bears no responsibility or liability for testing results, whether they are accurate, false positive or false negative. Nor does the Company bear any responsibility or liability for the associated services provided by any physician or other provider who orders testing or supervises specimen collection. Specimens collected are transmitted to a certified laboratory authorized under the EUA for the detection and identification of SARS-CoV-2 RNA. The EUA provides that "the SARS-CoV-2 RNA is generally detectable in respiratory specimens during the acute phase of infection. Positive results are indicative of the presence of SARS-CoV-2 RNA; clinical correlation with patient history and other diagnostic information is necessary to determine patient infection status. Positive results do not rule out bacterial infection or co-infection with other viruses. The agent detected may not be the definite cause of disease. Laboratories within the United States and its territories are required to report all positive results to the appropriate public health authorities. Negative results do not preclude SARSCoV-2 infection and should not be used as the sole basis for patient management decisions. Negative results must be combined with clinical observations, patient history, and epidemiological information."

ADDENDUM A

I, by signing below, hereby authorize all healthcare professionals, including their physicians, their staff, agents and designees ("Health Care Professionals") and the testing laboratories, including their physicians, their staff, agents and designees, that perform services requested by or consented to by me, to use and disclose health information about me in the manner and for the purposes stated below.

This authorization applies to the use and disclosure of the following information about me: all information in requests(s) submitted by me or about me with my consent and the laboratory test values/results/information which are the result of the request(s) so submitted.

For avoidance of doubt, I specifically authorize the transfer and release of this information to, between and among myself and the following individuals, organizations and their representatives: (a) Vitagene, Inc. and its affiliates, their staff and agents; (b) any physician that I designate, and their staff, agents and designees; (c) applicable Health Care Professionals and Labs; (d) if I am participating in an employer-sponsored program, to my employer; (e) for marketing purposes as defined by the Health Insurance Portability and Accountability Act (HIPAA), where Vitagene could receive direct or indirect remuneration from a third party in connection with the use or disclosure of my information; and (f) other Vitagene partners for the purposes herein, and as required or permitted by law.

The information which is the subject of this authorization will be used or disclosed for the following purposes: (a) to facilitate and execute the services requested by me or performed with my consent (including receiving, reviewing and approving a laboratory request; reviewing, processing and delivering the laboratory test value(s)/result(s)); (b) to increase my employer's workplace safety and

provide a safe and supportive work environment for all of its employees; (c) for treatment, health care operations and payment services; (d) to provide me with information and materials on treatment alternatives, health related offerings and services and products which may assist me with health, wellness and overall care or be of interest to me; (e) for marketing purposes as defined HIPAA, by Vitagene or its third-party partners, including in circumstances where Vitagene could receive direct or indirect remuneration from a third party in connection with the use or disclosure of my information; and (f) to conduct statistical research studies, and as required or permitted under state and federal laws. I may opt to not have my personal information disclosed for some purposes above with prior written notice to Vitagene as set forth below. I understand that such opt-out may affect the services I have voluntarily elected.

This authorization evidences my informed decision to allow release of the information to the parties referenced in this authorization. This authorization is effective immediately and will expire ten years after the date of this authorization.

Upon my written request, I may inspect or copy the information that I have permitted to be used or disclosed, if permitted by law. Vitagene may receive payment or other remuneration related to the use and disclosures herein.

I understand that I have a right to receive a copy of this authorization. I have the right to refuse to agree to this authorization in which case my refusal may affect the services provided to me. When my information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the recipient and may no longer be protected by the federal HIPAA Privacy Rule. I have the right to revoke this authorization in writing at any time, except that the revocation will not apply to any information already disclosed by the parties referenced in this authorization have acted in reliance upon this authorization. My written revocation must be submitted to: Vitagene, Inc. 388 Market Street Suite 1300 San Francisco, CA, US, 94111.

If signed by someone legally authorized to represent the individual, please describe that authority and attach document(s) evidencing that authority.

By signing, I agree to its terms and representations for my student.

Parent Signature: _____

Parent Name (print): _____

Student Name (print): _____

Student's School: _____

Student's Date of Birth _____

Student ID Number: _____

Date Signed by Parent: _____