

Ask Orkie Pilot Program

Patient Participation Consent, Authorization & Waiver

OORCAS LLC / Aleda Digital

Please read this document carefully before deciding whether to participate. It explains what the Ask Orkie pilot is, what we will ask you to do, how your health information will be used and protected, and your rights. Participation is voluntary. You may decline or stop at any time without penalty. If anything is unclear, please ask before signing.

1. What the Ask Orkie Pilot Is

OORCAS LLC (“OORCAS”) (doing business as Aleda Digital) is conducting a limited pilot of Ask Orkie, a software tool that reviews your medical records using thousands of peer-reviewed clinical rules derived from published clinical guidelines and produces an informational report of possible findings to discuss with a doctor. The pilot is iterative: we provide access report credits at no charge, gather your feedback, fix problems we find, and generate an updated report so we can verify the fixes.

Ask Orkie is powered by Oorcas, a symbolic reasoning engine that applies thousands of peer-reviewed clinical rules. It is not artificial intelligence, is not a chatbot, does not use large language models, and does not learn from or train on your data.

Ask Orkie is not a medical provider and does not provide medical advice, diagnosis, or treatment. The report is informational only and is intended to help you have a more informed conversation with a qualified healthcare professional. Always consult your doctor before making any healthcare decision. In an emergency, call 911 or your local emergency number.

OORCAS does not obtain medical records directly from healthcare providers or patient portals. Only the records you voluntarily choose to upload will be processed. You—not your physician, hospital, or health system—will choose what records to upload.

2. What We Will Ask You to Do

Because this is an iterative pilot in which we identify and fix problems as we go, we will provide you with up to three (3) access report credits, used in sequence:

- **Report Credit 1 — First report and initial feedback.** You will use your first report credit to find and upload your own medical records (for example, from your patient portal’s “Download Health Record”, or lab/imaging PDFs). Ask Orkie will process (“ingest”) your records, run the clinical rules, and generate your first report. We will ask for your initial feedback on your experience and the report.
- **Report Credit 2 — Review of fixes.** Based on your feedback and our review, we will fix any issues we discover (for example, records that did not ingest correctly, or clinical rules that matched too broadly or too narrowly). We will then provide a second report credit so you can generate an updated report and review whether the fixes worked.
- **Report Credit 3 — Final tested report.** After further correction as needed, we will provide a third report credit so you can generate a final, tested report.

You may choose to stop after any step. Using a later report credit is voluntary, and you are not required to complete all three rounds to participate.

3. How Your Health Information Is Used

The records you upload contain personal and health information, which may include personally identifiable information (“PII”) and protected health information such as your name, date of birth, diagnoses, medications, and lab results. By participating, you authorize OORCAS to receive, store, and process this information for the purposes described below.

During this pilot, we will use your information to:

- Generate your Ask Orkie report.
- Diagnose and fix problems with ingestion (the process of reading your uploaded records). Because ingestion may fail or read records incorrectly, we need to keep copies of your records and your report so our team can identify and correct the problem.
- Identify and correct clinical rules that match too broadly (“over-matching”) or too narrowly (“under-matching”) a given condition, so the tool becomes more accurate.
- Review the feedback you provide about your experience.

Your uploaded records will not be used to train artificial intelligence systems, machine-learning models, or large language models. Ask Orkie is a rules-based system and does not learn from patient data. Your information is used only to operate the pilot, fix technical problems, and improve the clinical rules as described above.

4. Identified vs. De-Identified Reports

Where feasible, the report shown or shared for pilot evaluation is de-identified — meaning we remove direct identifiers such as your name. However, you should understand that **the raw report and the underlying records we retain to fix ingestion and rule problems will still contain your identifiable information (PII/PHI)**. De-identification reduces, but does not always eliminate, the possibility that information could be associated with you.

5. How Long We Keep Your Information, and Deletion

We keep your uploaded records and reports only for the duration of the pilot and only as long as needed for the purposes above. **Within thirty (30) days following the conclusion of the pilot, all uploaded medical records and associated reports containing identifiable patient information will be securely deleted using commercially reasonable secure deletion procedures.**

Your report download link is available to you for 7 days after generation. You are responsible for downloading, saving, or printing any report you wish to keep within that window. You may also request deletion of your information at any time before the end of the pilot (see “Your Rights”).

6. How We Protect Your Information

We use administrative, technical, and physical safeguards intended to protect your information, including access controls limiting who on our team can view identifiable data, and secure storage. No system is perfectly secure, and we cannot guarantee absolute security. If a breach affecting your information occurs, we will notify you as required by applicable law.

7. Privacy & Legal Framework

OORCAS is not a healthcare provider, health plan, healthcare clearinghouse, or a business associate of any healthcare provider. As a result, the federal Health Insurance Portability and Accountability Act ("HIPAA") generally does not govern the information you voluntarily provide directly to SAMPLE through the Ask Orkie Pilot Program.

Instead, your information will be collected, used, stored, and deleted solely in accordance with this Consent and Authorization and applicable federal and state privacy laws governing personal information. OORCAS will use your information only for the limited purposes described in this document and will not sell, rent, or otherwise disclose your information except as described herein or as required by law.

OORCAS is committed to protecting your health information consistent with applicable privacy laws, which may include the Health Insurance Portability and Accountability Act (HIPAA) and applicable state health-privacy laws such as the California Confidentiality of Medical Information Act (CMIA).

You retain ownership of your medical records and personal information. This Consent grants OORCAS only the limited permission necessary to process that information for the purposes described in this Pilot

8. Risks and Limitations

- **Accuracy.** The report may contain errors, may miss findings, or may include findings that do not apply to you, particularly during a pilot where rules and ingestion are still being refined.
- **Not medical advice.** The report is not medical advice and is not a diagnosis. Do not make health decisions based on it without consulting your doctor.
- **Privacy.** Although we use safeguards and de-identification, handling of health information always carries some privacy risk.

9. Your Rights

- **Voluntary.** Participation is voluntary. You may decline to participate with no penalty.
- **Withdraw.** You may stop participating and ask us to delete your information at any time before the end of the pilot.
- **Ask questions.** You can ask questions about the pilot, your data, or this document at any time.
- **Copy.** You may request a copy of this signed document.

10. Cost and Compensation

There is no cost to participate; the access report credits (up to three) are provided free of charge.

[Counsel/Company to confirm whether any compensation is offered; if none, state "You will not receive payment for participating."]

11. Questions and Contact

If you have questions about this pilot or your information, contact OORCAS LLC / Aleda Digital at: [contact name, email, phone].

12. Consent and Authorization

By participating in the Ask Orkie Pilot Program, I acknowledge and agree to the following: I have read and understood this document, and my questions have been answered. I understand Ask Orkie is informational only, is not medical advice, and does not replace my doctor. I voluntarily authorize OORCAS to receive, upload, copy, store,

analyze, process, review, and delete the medical records that I choose to submit for the limited purposes described in this Consent. I understand that de-identified reports have identifiers removed where feasible, but that the raw report and retained records still contain my identifiable information. I understand my information will NOT be used to train any AI/ML model, and that Ask Orkie does not use large language models. I understand all patient information will be deleted upon conclusion of the pilot, and that my report download link is available to me for 7 days. I agree to provide feedback about my experience across up to three report rounds (optional at each step). I understand participation is voluntary and I may withdraw and request deletion at any time before the pilot ends.

☐ I affirm that I have read, understood, and voluntarily consent and agree to all of the above.

13. Acknowledgment and Release

To the fullest extent permitted by law, I acknowledge informational pilot tool and that medical decisions should be made only in consultation with a licensed healthcare provider. Nothing in this document waives any right that cannot be waived under applicable law.

Participation in this Pilot does not create a physician-patient relationship or any other healthcare-provider relationship with OORCAS or any of its employees, contractors, advisors, or licensors.

OORCAS does not monitor reports for medical emergencies or urgent findings and has no obligation to notify you or your physician of any information contained in a report.

14. General Provisions

A. Governing Law. This Consent, Authorization and Waiver shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

B. Venue. Any legal action or proceeding arising out of or relating to this Consent, Authorization and Waiver or your participation in the Ask Orkie Pilot Program shall be brought exclusively in the state or federal courts located in San Diego County, California, and each party consents to the jurisdiction of those courts.

C. Entire Agreement. This Consent, Authorization and Waiver constitute the entire agreement between you and OORCAS LLC regarding your participation in the Ask Orkie Pilot Program and supersedes all prior discussions, representations, understandings, or agreements relating to the subject matter of this document. No oral statements or representations shall modify or supplement this Agreement.

D. Severability. If any provision of this Consent, Authorization and Waiver is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and shall be interpreted to carry out the original intent of the parties to the greatest extent permitted by law.

E. Electronic Signatures. You agree that this Consent, Authorization and Waiver may be executed electronically, including by electronic signature, scanned signature, or signature transmitted by email or other electronic means. Any such electronic signature shall be deemed an original and shall have the same legal force and effect as an original handwritten signature.

F. Copies. A signed copy of this Consent, Authorization and Waiver, including a copy transmitted electronically, shall be deemed an original. You are entitled to retain a copy of this document for your records.