

DIAGMOL

Name: Dr./ Mr./ Ms./Mrs.:
First name Second name Last name

Address for report dispatch:
Pincode

Mobile No.: Email:

Patient's age: Gender: Male Female Date of birth:

Occupation: Date and time of collection: /

Consulting doctor:

Contact No.: Email ID*:
*Email ID mandatory.

Personal medical details

Family history (cancer related):

History of recent blood transfusion: Yes No

If yes, date:

Any other medical history:

History of previous bone marrow transplant: Yes No

If yes, date:

Personal history

Diabetes Hypertension CAD Hypercholesterolemia Any other

1) Smoking: Yes No If yes (years) 4) Exposure to radiation: Yes No If yes (years)

2) Alcohol: Yes No If yes (years) 5) Exposure to UV-rays: Yes No If yes (years)

3) Vegetarian: Yes No If yes (years) 6) Anormal vitamin level: Yes No If yes (years)

Vit D Vit B12 Vit B6

I hereby give the Oncological Analysis Company a legally binding order to carry out the following test and to prepare the medical findings.

The reimbursement for the test and the preparation of the medical findings is _____ euros.

Analysis:

- Trucheck Basic
- Trucheck Breast
- Trucheck Prostate
- Trucheck Colorectal / Stomach
- Trucheck Diabetes (Liver, Gallbladder, Pancreas, Kidney, Bladder, Colorectum)
- Trucheck intelli

1. The contractual partner is the oncological analysis company Datar Cancer Genetics Ltd, F-8, D-Road, Ambad, Nashik, MH 422 010, India, represented by the Board of Directors, which in turn is represented by the Managing Director Rajan Datar, CIN: U01110MH1992PLC067409, telephone: +1800 121 0700.
The German subsidiary of Datar Cancer Genetics Ltd. is Datar Cancer Genetics (Europe) GmbH, Schwester-Marie-Weg 11, 95488 Eckersdorf, Germany, represented by the Managing Director Dr. Stefan Schuster, HRB 6997, Local Court Bayreuth, telephone: +49 160 91588059
2. The agreed reimbursement for the test and the preparation of the medical report is a total price which means it includes all compensation components.
3. You will receive the test results and the report of the findings, without this constituting a legally binding assurance, expected within 10-14 working days after receipt of the sample at Datar Cancer Genetics Limited.
4. Terms of payment: the agreed remuneration is payable within 14 days of receipt of the invoice. After expiry of this payment period, default in payment shall occur.
6. Exclusive place of jurisdiction for all disputes arising from and in connection with this contract is Bayreuth, Germany.
Choice-of-law agreement: German law shall be exclusively applicable with the exception of CISG. We are not obligated, to participate in dispute resolution procedures with a consumer conciliation body.

This form represents a legally binding contractual offer to you, which you accept with your signature.

I agree and expressly demand that Datar Cancer Genetics Ltd. begins to execute the contract before the end of the cancellation period. I am aware that I will lose my right of withdrawal if Datar Cancer Genetics Ltd. completely fulfils the contract. I acknowledge that I owe Datar Cancer Genetics Ltd. compensation for the value of the services actually rendered prior to the date of withdrawal.

Location:

Date:

Signature:

INFORMATION ON DATA PROTECTION

The following data privacy statement informs you about the processing of personal data by Datar Cancer Genetics Limited.

1. RESPONSIBILITY FOR DATA PROCESSING

Responsible for data processing:

Company: Datar Cancer Genetics Limited
Address: F-8, D-Road, Ambad, Nashik, Maharashtra, India
Contact details: info-eu@datargpx.com

You can contact the responsible data protection officer at:

Company: Datar Cancer Genetics Limited
Address: F-8, D-Road, Ambad, Nashik, Maharashtra, India
Contact details: info-eu@datargpx.com

3. RECIPIENTS OF YOUR DATA

Your personal data will only be transferred to third parties if you have given your consent.

4. INFORMATION DISCLOSURE TO THIRD PARTIES

The data processing described in paragraph 2 takes place at the DCGL-headquarters in: F-8, D-Road, Ambad, Nashik, Maharashtra, India. For this purpose, the treating physician will transmit your data to the central office. India is a third country by means of the DSGVO.

5. STORAGE OF YOUR DATA

We keep your personal data only as long as necessary for the execution of the treatment.

Due to legal requirements, we are obliged to keep this data for at least 10 years after completion of the treatment. According to other regulations there may be longer retention periods.

6. YOUR RIGHTS

As a person concerned, you have different rights towards us, the responsible body, with regard to the personal data concerning you.

Following are your rights in detail:

- Revocation of consent;
- Information (Art. 15 DSGVO);
- Corrigendum (Art. 16 DSGVO);
- Cancellation (Art. 17 DSGVO);
- Restriction of processing (Art. 18 DSGVO);
- Transferability of data (Art. 20 DSGVO);
- Right to object (Art. 21 DSGVO);

To assert your rights, a notification to us is sufficient.

You also have the right to lodge a complaint with a supervisory authority (Art. 77 DSGVO). A notification to the respective supervisory authority is sufficient to assert your claim.

7. LEGAL BASIS FOR THE PROCESSING OF PERSONAL DATA

Article 9 paragraph 2 lit. 1) DSGVO provides the legal basis for the processing of your data for diagnostic purposes and the performance of tests as well as for scientific and research purposes. In this case, processing will only take place on the basis of your consent.

The legal basis for the invoicing of the services provided by us is Art. 6 Para. 1 lit. b DSGVO.

ANNEX 1 CONSENT TO THE PROCESSING OF PERSONAL DATA FOR DIAGNOSTIC PURPOSES

The following consent is given by the patient:

Name of patient:

Address of patient:

vis-à-vis laboratory:

Datar Cancer Genetics Limited,
F-8, D-Road, Ambad, Nashik, Maharashtra, India.

The patient assigns the laboratory to carry out examination of blood/tissue samples for molecular test for screening purposes. For this purpose, the patient shall make the following personal data available to the laboratory:

- Name, address, contact details.
- Date of birth, sex.
- Information on disease and the course of disease.
- Medical data and history such as anamnesis, diagnoses, therapy suggestions and findings.
- Blood/tissue samples, as required.

Datar Cancer Genetics Limited is based in India. The data will be transmitted to the laboratory's headquarters in India and processed there for the aforementioned purposes.

Specific risks associated with the transfer of data to a third country

There is currently no adequacy decision of the EU Commission within the meaning of Art. 45 para. 1, 3 of the Basic Data Protection Regulation (DSGVO). This means the EU Commission has not yet positively ascertained that the country-specific level of data protection in India corresponds to that of the European Union in accordance with the DSGVO. For example, internal company data protection regulations approved by a supervisory authority and standard EU agreements are currently not implemented by the subcontractor.

Possible risks that cannot currently be excluded in connection with the aforementioned point number 3 and 4 are in particular: government agencies could gain access to your personal data or you may not be able to assert or enforce your rights to information on a sustained basis.

Datar Cancer Genetics Limited has made special arrangements to protect your data. In particular, the technical and organisational measures for the protection of personal data were adapted to the level of protection of the DSGVO by certification according to ISO 27001.

I agree that the above mentioned data between my treating doctor and the executive laboratory (Datar Cancer Genetics Limited) may be transmitted to the Datar Cancer Genetics Europe GmbH, Schwester-Marie-Weg 11, 95488 Eckersdorf, Germany. The Datar Cancer Genetics Europe GmbH will process these data exclusively for the transfer between the doctor and the laboratory.

Doctor's name:

Address:

I am aware that these data are personal data. These are to some extent personal data of special categories according to art. 9 para. 1 DSGVO, namely genetic data, biometric data for the unambiguous identification of a natural person and health data. The consent also expressly extends to these data.

Such consent is voluntary. I can reject it without giving any reasons and without fear of disadvantages. However, I am aware that the test can only be performed on the basis of this consent.

This consent can be revoked at any time. The processing by Datar Cancer Genetics Europe GmbH will no longer take place. The legality of the processing by Datar Cancer Genetics Europe GmbH remains unaffected until the date of revocation.

Location:
Date:
Signature:

Separate consent for the transmission of personal data within the meaning of Art. 9 para. 1 DSGVO

I agree with the transmission and processing of the special category(s) of my personal data within the meaning of art. 9 para. 1 DSGVO for the execution of the order or service requested by me, passed from my treating party to the DCGL laboratory.
I can revoke this consent at any time. A revocation does not affect the lawfulness of the processing which took place due to the consent up to the revocation. In this case, the responsible party (Datar Cancer Genetics Limited) cannot fulfil the (main) contract, therefore cannot conclude it and is entitled to terminate the contract with me immediately.

Location:
Date:
Signature:

ANNEX 2 CONSENT TO THE PROCESSING OF PERSONAL DATA FOR SCIENTIFIC AND RESEARCH PURPOSES

With the following consent, you agree that your anonymous data may be used and processed for research and scientific purposes. The processing takes place in order to obtain new knowledge about tumour development and tumour progression. The data will be processed in an anonymous way and do not permit any conclusion on your person.
I consent to the above data being processed and evaluated.

This consent is voluntary. I can refuse it without giving reasons and without fearing any disadvantages. I can also revoke this consent at any time in text form. My data will then no longer be used.

Location:
Date:
Signature:

DECLARATION OF CONSENT

Please read the following general conditions carefully before signing the declaration of consent.

1. Datar Cancer Genetics Limited (referred to as DCGL afterwards) has made all reasonable efforts to ensure high quality molecular testing and reporting. The results of your test should be discussed with your treating doctor/therapist before making a decision based on the report.
2. Given the complexity of the molecular test report, DCGL can offer a non-binding consultation prior to and after the test to further explain the test result.
3. A 'negative' result means that at the time of the test there were no detectable cancer cells circulating in the blood.
4. Limitations of the test: DCGL uses the latest technologies and knowledge to achieve the best possible result. The liability of DCGL is limited to this extent. The interpretation is based on current scientific knowledge and facts.
5. If, for personal reasons, you wish to cancel the analysis of your sample after it already has been taken, please note that, depending on the cancellation date, the payment made can only be refunded after a certain deduction.

With my signature I request that the molecular test will be carried out as indicated in the test form. I have read and understood the following.

1. I have been informed about the purpose of this molecular test and understand the limitations of it.
2. I have discussed the benefits and risks of this molecular test with my doctor/therapist and have received a copy of the consent form. I understand that the result of a molecular test may involve possible medical and psychological problems. I will not act solely on the basis of the molecular analysis report without consulting a doctor first.
3. All personal data provided in the laboratory order and/or otherwise transmitted to the company are accurate and the sample sent is mine and does not belong to any third party and/or is not contaminated in any way by human/animal/plant material. I am aware that in the event of incorrectly collected or simply insufficient molecular material (blood), the sample may not be analysed.
4. The Mumbai courts shall have exclusive jurisdiction over any claim or dispute arising out of or in connection with the conditions/tests/analyses/reports in relation to samples submitted by me.
5. I understand that the sample to be analysed may be rejected/returned due to insufficient quantity/quality.
6. I hereby assure that the information made in the form is true and correct to the best of my knowledge and belief. I undertake to pay the total amount as stated above.
7. I understand that the test report is only a recommendation for action and that my treating doctor/therapist may consider other information or additional diagnostic tests for a clinical decision.

Retention of samples: I authorise „Datar Cancer Genetics Limited“ to store and use my unidentified sample and test data as described above.

Please mark here if you do not want DCGL to preserve your sample:

Patient's name:
Signature of the patient/
legal guardian:
Name of the legal guardian:
Relationship to the patient:

PAYMENT DETAILS

Please transfer the due invoice amount to Datar Cancer Genetics Europe GmbH:

IBAN: DE 5279 0400 4706 9850 2200

BIC: COBADEFFXXX

Banking Institution: Commerzbank