



GENDIA
Emiel Vloorsstraat 9
2020 Antwerp
Belgium
Phone : +32 3 303 08 01
Fax : +32 3 238 77 70
E-mail : info@gendia.net
Web : www.GENDIA.net

TO BE FILLED OUT BY REQUESTING PHYSICIAN/LAB/PATIENT

AGREEMENT FORM

I, the requesting physician/lab/patient (hereby referred to as the “requestor”), hereby consents to send a sample for genetic testing to GENDIA, and accepts the terms as outlined below.

Date :

Signature :

TERMS

- 1) In these terms of contract, "sample" will mean the specimen accepted by GENDIA for the purpose of genetic testing. "Requestor" refers to the physician, laboratory or patient requesting the test, as specified in the submission form.
- 2) Testing will only be carried out when:
 - a. the submission form is received and is completely filled out as requested
 - b. the sample required is received in good condition
- 3) Once registration forms and samples are received, these will be deemed to constitute an order to carry out testing. No cancellations are possible.
- 4) The “requestor” is responsible for getting informed consent from the patient whose sample is analysed according to the informed consent regulations of the country where the patient resides.
- 5) The “requestor” is responsible for informing the patient that the sample from the patient is only used to perform the tests requested by the “requestor”.
- 6) The “requestor” is responsible for informing the patient that the test is not carried out by GENDIA itself but by one of the test labs used by GENDIA, and that the information provided by the “requestor” to GENDIA is transmitted by GENDIA to the test lab in order to provide an optimal interpretation of the test results.
- 7) The “requestor” is responsible for informing the patient that the leftovers of the test sample, the test results and all personal information on the patient might be destroyed by both GENDIA and the test lab upon written request from the patient. The only personal information stored at GENDIA is the submission form submitted by the requestor, the results from the test lab and the GENDIA test report.

- 8) GENDIA reserves the right to request more samples, especially, but not exclusively, in cases where the sample taken does not comply with the volume specified in the instructions issued, or where the integrity of the sample is in doubt.
- 9) GENDIA will take all reasonable steps to produce a report within the stipulated time, but cannot accept responsibility for any delays.
- 10) GENDIA will send a copy of the test report to the Requestor, and will not submit them to any other party unless requested by the Requestor. GENDIA will carry out the test only on the understanding that the Requestor will make the report available to all persons who consented for a DNA sample to be analysed.
- 11) GENDIA is not responsible for the authenticity of the samples provided for testing.
- 12) GENDIA is not responsible for any psychological, legal or practical consequences of the test.
- 13) The standard invoice sent by GENDIA to the “requestor” will cover:
 - a. The genetic test
 - b. The test report
- 14) Payment of the invoice should be performed by the “requestor” the test and signing this form upon receiving GENDIA's invoice.
- 15) If payment of the invoice is not received by GENDIA within a month after the date the report was issued, GENDIA is entitled a surplus payment of 5% per quarter for administrative costs, legal cost and interests.
- 16) GENDIA is compliant with the new European Privacy legislation referred to as GDPR (General Data Protection Regulation).

The only personal information stored at GENDIA is the submission form submitted by the requestor, the results from the test lab and the GENDIA test report.

In order to ensure maximal protection of patient information GENDIA nor its test labs use patient names linked to personal information, and work with patient codes instead of patient names. "Requestors" therefore can never submit patient names linked to personal data to GENDIA. If such data are submitted to GENDIA, GENDIA will pseudonymise these by replacing the patient name by a GENDIA code.

As no patient names are recorded and stored at GENDIA, GENDIA can also not transmit any personal data linked to patient names to its test labs.

GENDIA stores all patient information in a secure IT environment and only communicates electronically through this IT environment, only accessible to GENDIA personnel through Citrix using personal access codes. GENDIA does not transmit any information to third parties, with the exception of its test labs that receive the necessary pseudonymised patient information to perform the test.

To ensure maximal data protection GENDIA does not keep any patient information on its websites, and patients can therefore not access their personal information through GENDIA's websites.

All GENDIA personnel works in compliance with GDPR.
- 17) The “requestor” agrees to GENDIA's privacy policy as described in the disclaimer published on the GENDIA websites.
- 18) This agreement will be subject to the Belgian law and to the jurisdiction of the Belgian courts and privacy commission.