



# ORDER REQUISITION FORM

CureMatch, Inc.  
6370 Lusk Blvd., Ste. F208  
San Diego, CA 92121, USA  
Phone: (858) 859-CURE | [www.curematch.com](http://www.curematch.com)  
Fax completed form to (858) 430-5813

## Patient Information

First Name: _____ Last Name: _____	Address: _____
Date of Birth (mm/dd/yyyy): ____ / ____ / _____	_____
Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Phone: _____ Email: _____

## Health Information

Cancer Diagnosis: _____	Date of Diagnosis (mm/dd/yyyy): ____ / ____ / _____
Prior Cancer Treatment (include drugs, dates, outcomes): _____ _____ _____	Has Tumor Profiling been performed? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, which test: _____
	Other Medical Conditions: _____
	List any Drug Allergies: _____
	Current Medications: _____

## Insurance Information (Only for the purposes of estimating drug pricing)

Policyholder Name: _____	Policyholder DOB (mm/dd/yyyy): ____ / ____ / _____
Relationship of Policyholder to Patient? <input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Other	Type: <input type="checkbox"/> Insurance <input type="checkbox"/> Medicare <input type="checkbox"/> Medicare Advantage <input type="checkbox"/> Medicaid <input type="checkbox"/> Tricare <input type="checkbox"/> Self-Pay
Insurance Carrier/Program: _____	Customer Service # on Insurance Card: _____
Subscriber ID/Policy #: _____	Group #: _____ Plan: _____

## Patient Authorization & Financial Responsibility

By signing this form I hereby affirm that: (1) The information provided by me is correct; (2) I agree to the terms herein stated; (3) I understand that the evaluation report is advisory and is not binding on anyone who uses it; (4) I understand that the evaluation report is not medical advice. Only a medical professional can recommend any treatments; (5) I release CureMatch from any liability for damages resulting from the use to which I, or any institution or person, puts the evaluation report; (6) I confirm that I permit CureMatch to access my medical records including the results of genetic testing and use them for scientific purposes; and (7) I agree to pay the following price for the CureMatch test: \$\_\_\_\_\_

Name (Printed): _____
Signature of Patient or Legal Representative: _____ Date (mm/dd/yyyy): ____ / ____ / _____

## Provider Certification

I am a licensed medical professional authorized to order the CureMatch report. I will maintain the privacy of test results and related information as required by HIPAA.

Name of Provider: _____	Institution: _____
Signature of Ordering Provider: _____	Address: _____
Date (mm/dd/yyyy): ____ / ____ / _____	Phone: _____ Email: _____



Important Terms Please Read

#### CONFIDENTIALITY

The parties and their attorneys shall keep the specific terms, conditions and covenants of this Agreement confidential except: (i) where mutually agreed to in writing by the parties; (ii) where necessary to share such information with the parties' accountants or attorneys; (iii) where disclosure to a governmental entity is required; or (iv) where disclosure is ordered by a court of competent jurisdiction. The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Agreement. This confidentiality provision is a material term of this Agreement, and its violation shall constitute a breach of this Agreement.

#### TREATMENT DECISIONS ARE RESPONSIBILITY OF PHYSICIAN

Decisions of patient care and treatment must be based on the independent medical judgement of the treating physician, taking into consideration all applicable information concerning the patient's condition, such as patient and family history, physical examinations, information from other diagnostics tests, and patient preferences, and in accordance with the standard of care in a given community. A treating physician's decisions should not be based on a single test, such as this formula any information contained therein. SCOPE Curematch makes no guarantees as to clinical benefit. CureMatch makes no promises or guarantees that a particular drug will be effective in the treatment of disease in any patient. CureMatch also makes no guarantees that a drug with potential lack of clinical benefit will in fact provide no clinical benefit.

#### TERMINATION OF TERMS

This agreement may be terminated by either party on thirty (30) days advance written notice effective as of the expiration of the notice period.

#### ARBITRATION AGREEMENT

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in [insert the desired place of arbitration] before [one/three] arbitrator(s). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures [and in accordance with the Expedited Procedures in those Rules] [or pursuant to JAMS' Streamlined Arbitration Rules and Procedures]. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

#### LIMIT OF LIABILITY

In no event shall either party be liable to the other or any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether either party shall be advised, shall have other reason to know or in fact shall know of the possibility. INDEMNITY Each party shall indemnify, defend, and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorney's fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents, and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this agreement. Prompt notice must be given of any claim, and the party who is providing the indemnification will have control of any defense or settlement.

#### COMPLIANCE WITH LAWS

Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

#### CHOICE OF VENUE

Each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, any federal court sitting in the State of California, U.S.A., or any California state court in any legal proceeding arising out of or relating to this contract. Each party agrees that all claims and matters may be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient, or similar grounds.

#### CHOICE OF GOVERNING LAW

This agreement shall be governed by and construed in accordance with the internal laws of the State of California, U.S.A., without reference to any conflicts of law provisions.

#### ATTORNEY'S FEES

The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

INITIALS OF PATIENT OR LEGAL REPRESENTATIVE: \_\_\_\_\_