

# Complete and Fax this form to 858-225-4178

## Introduction

This consent form ("Consent") reviews the benefits, risks and limitations of utilizing the Mindera Health ("we", "us" or "our") Mind.Px test ("Mind.Px"). It also explains how your information and biological skin sample will be used after performance of the Mind.Px test. Throughout this Consent, "you", "your", "me", "my", and "I" refers to the person whose information and sample is being provided for the Mind.Px test. Capitalized terms used but not defined in this Consent have the meaning as provided in the Terms of Service (located at [minderhealth.com](http://minderhealth.com)) and Privacy Policy (located at [minderhealth.com](http://minderhealth.com)).

## Description of the Mind.Px Test

Mind.Px is a prescription-only laboratory-developed test. Mind.Px and any information provided by the clinical laboratory that analyzes your skin sample are intended for use by healthcare professionals as an aid or an adjunct assay in his/her clinical evaluation of your skin condition, as determined solely by your prescribing healthcare provider, and is not intended for use as a standalone diagnostic test. If you have any questions regarding the Mind.Px test, you should consult with your prescribing healthcare provider.

Mind.Px is a clinical laboratory test that includes a proprietary Mindera Health Dermal Biomarker Patch (DBP). After your healthcare provider orders or prescribes Mind.Px for you, your provider (or someone under your provider's supervision) will apply the DBP to your skin at the appropriate location temporarily. Your provider will then remove the DBP, which is then shipped to Mindera Health's clinical laboratory for biomarker analysis. After analyzing the sample collected by the DBP, the clinical laboratory will then send its analysis report directly to your prescribing healthcare provider for use in his/her evaluation of your skin condition.

## Benefits of the Mind.Px Test

The Mind.Px test can provide additional information regarding certain biomarkers associated with your skin condition(s), which your healthcare provider may use as an aid or adjunct assay among other clinical factors and tests as part of his/her clinical evaluation of your skin condition. Your healthcare provider will decide if the Mind.Px is medically necessary for you and how he/she wishes to use the information provided by the Mind.Px test in his/her clinical evaluation.

## Risks and Limitations of the Mind.Px Test

To utilize the Mind.Px test, a biological sample must be collected using the DBP. Your prescribing healthcare provider will apply or supervise the application of the DBP on your skin to collect a biomarker sample. If you experience any discomfort or skin irritation at the location where the DBP was applied, you should inform your healthcare provider right away. Although unexpected, similar to band-aids or medical tape, there is a slight chance that some patients may experience temporary skin redness or minor skin irritation after applying the DBP. Your prescribing healthcare provider can address any concerns you may experience or have about the DBP application and the sample collection steps.

The analysis of your Mind.Px test is based on currently available information. Future scientific research may change the interpretation of your results as the scientific community may show previous information to be incomplete or inaccurate. Your healthcare provider is solely responsible for deciding how to interpret or use the biomarker information provided in the clinical laboratory report after processing your skin sample. Mindera Health is not responsible for any action or inaction by your healthcare provider.

However, as with any biomarker assay, there is a chance that the laboratory report provided to your healthcare provider may contain certain errors, including errors due to sample mix-up, poor sample quality or contamination, and technical errors in the laboratory.

If you experience any worsening of your skin condition or if a treatment prescribed by your clinician does not work as expected, or if you experience any other adverse effects, you should consult with your healthcare provider or seek medical attention immediately.

## Retention and Use of Your Information

In order for the Mind.Px test to be performed as intended, you must provide us with accurate and correct information, including information that you provide to your prescribing healthcare provider. If you are submitting information on behalf of another person, you represent and warrant that you are a legal guardian or parent and that you are authorized to provide such information and that all such information is accurate and correct.

Your biological sample will be sent directly to our laboratory to conduct the Mind.Px test. Mindera Health has no obligations or liability regarding the retention of your sample. However, our laboratory may establish sample retention policies and maintain certain information to comply with applicable legal, regulatory and accreditation requirements.

## Withdrawal of Consent

Your use of the Mind.Px test is entirely voluntary and is up to you and your healthcare provider. You may choose to withdraw your Consent or to stop using our Services at any time. You do not need to inform Mindera Health when you stop using our Services unless you are requesting closure of your Account. Such requests should be sent to us using the contact information below.

## Contacting Mindera Health

If you have questions or comments about our Mind.Px test or this Consent, please contact us at: **Mindera Health, 5795 Kearny Villa Road San Diego CA 92123 / 858.225.4178 / [mind.px@minderhealth.com](mailto:mind.px@minderhealth.com)**.

## INFORMED CONSENT TO USE MIND.PX & AUTHORIZATION TO RELEASE MEDICAL RECORDS TO THIRD PARTIES

I have been given adequate time to read this Consent Form, Terms of Service and the Privacy Policy. I understand the benefits, risks, alternatives and inconveniences associated with the Mind.Px test as well as my right to not use the Mind.Px. I have been sufficiently informed and have had the opportunity to ask questions and discuss concerns about the Mind.Px test with my doctor from whom I intend to receive treatment.

I understand that Mindera Health is not a provider of medical or health care services, and does not and cannot practice medicine, or give medical advice. No assurances or guarantees of any kind have been made to me by my doctor or Mindera Health, its representatives, successors, assigns, and agents concerning any specific outcome associated with my skin condition or any treatment prescribed by my doctor.

I authorize my doctor to release my medical records, including, but not limited to, certain health information in my records, my skin sample collected using the DBP, prescriptions, diagnosis, medical testing, test results, billing, insurance information and other treatment records in my doctor's possession ("Medical Records") to Mindera Health and its clinical laboratory, and their representatives, employees, successors, assigns, and agents for the purposes of performing the Mind.Px test, billing, and for educational, business, marketing, and research and product development purposes.

I understand that use of my Medical Records may result in disclosure of my "individually identifiable health information" as defined by the Health Insurance Portability and Accountability Act ("HIPAA"). I hereby consent to the disclosure(s) as set forth above. I will not, nor shall anyone on my behalf seek legal, equitable or monetary damages or remedies for such disclosure. I acknowledge that use of my Medical Records is without compensation and that I will not nor shall anyone on my behalf have any right of approval, claim of compensation, or seek or obtain legal, equitable or monetary damages or remedies arising out of any use that complies with the terms of this Consent.

We may also de-identify, aggregate, store, and use your information for educational, internal quality control, validation studies, business, marketing and/or research and development purposes. De-identification means that the Personal Information associated with your biological sample or genetic information will be removed.

Information and results in our research may be shared with third party collaborators including government, academic, and commercial entities. We, our collaborators, or partners may author publications using de-identified information, either on our own or in collaboration with third parties. We may disclose, sell and otherwise commercialize de-identified information without restriction. Mindera Health may receive financial compensation to conduct such research using your de-identified information and skin sample. You understand that by providing a sample, having your sample processed, or providing information to Mindera Health, you acquire no rights in any research or commercial products that may be developed by us or our collaborating partners. You will not receive compensation or any rights, including any right to royalty, for any research or commercial products that include, derived from, or result from your sample or information.

I understand that once my Medical Records are disclosed to third parties, how the recipient further discloses or uses my Medical Records, including individually identifiable health information, may no longer be protected under state or federal privacy law (HIPAA). However, California law prohibits the person receiving my Medical Records from making further disclosure unless another authorization for such disclosure is obtained from me or unless such disclosure is specifically required or permitted by law.

**I have a right to receive a copy of this Consent Form.**

I understand and agree that health insurance coverage is an agreement between the insurance carrier and myself. I understand that Mindera Health will submit an insurance claim for the Mind.Px test and that any amounts authorized will be paid directly to Mindera Health. However, I clearly understand and agree that all services provided to me are charged directly to me and that I am personally responsible for payment and if payment is rendered to me, I will forward that payment directly to Mindera Health. I authorized Mindera Health to furnish information to insurance carriers concerning my illness and treatments. If an appeal is necessary to have this insurance claim reconsidered for payment, I authorize Mindera Health to appeal on my behalf and seek payment for the Mind.Px test.

If the patient is a minor, I am the parent and/ or guardian of said patient and I agree that I am responsible for all services provided to the patient herein.

By signing below, I acknowledge and confirm that I have read, understand, and agree to the terms set forth in this Consent Form, and I accept the risks of the Mind.Px test as described above and made known to me by my doctor and consent to providing a DBP sample for the Mind.Px test prescribed by my doctor.

**Opt Out from Inclusion of Your Information in Mindera Health's Research Database for Third Party Research**

You may also consent to the inclusion of your de-identified information in our research database to support further research efforts. If you consent, we will de-identify your information and make it accessible and searchable in the database by researchers for an indefinite period of time. Participation in the database involves the possible risk that your information might become known to individuals outside of Mindera Health, or that you may be identified based on the information in the database. We will use reasonable efforts to protect your identity and preserve the confidentiality of your information.

Participation in the research database is entirely voluntary and has no impact on your Mind.Px test or any other healthcare service you may receive. You will receive no direct benefit and no compensation for participating in the research database.

You can opt out of participation in our research database for third-party research purposes by contacting us directly at **Mindera Health, 5795 Kearny Villa Road San Diego CA 92123 / 858.225.4178 / mind.px@minderhealth.com.**

However, if you have consented in the past and later request to opt out, we cannot exclude your de-identified information from research already performed with your prior permission. In addition, we may not be able to recall any de-identified data that has already been released to the database or third parties.

Upon receipt of your request to opt-out of the research database, we will cease to share your information going forward and will remove your information from the database.

By signing below, you confirm that you do NOT want to participate in Mindera Health's research database.

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Patient/Guardian signature (required)

Date

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Patient/Guardian signature (optional)

Date