

# CONTRACT

legal purpose  
to be confirmed by the legal representative

for private purpose



between the  
laboratory:

**CONFIDENCE DNA-Analysen GmbH**

Formanekgasse 14/1  
A-1190 Vienna  
Tel: +43- 1- 368 4554  
Fax: +43- 1- 367 9694

and the client:

.....  
first name / surname

.....

.....  
address

.....  
phone number / fax / e-mail

.....  
date of birth (dd.mm.yyyy)

.....  
ID-card or passport number

- A copy of my photo identification is enclosed  
(ID card, passport, certificate of birth or driving licence)

## Confirmation by the legal representative, physician or lawyer:

### Hereby I confirm with my signature that

1. the samples were labelled with correct names and data of the test persons in my presence.
2. I have inspected the identification cards of all test persons (copies are enclosed).
3. I have taken fingerprints of the test persons and that the test persons filled out and signed the declaration of consent.
4. the photos of the test persons were taken during sampling.
5. the samples were handed over to the laboratory Confidence directly after sampling and that the test persons did not get in contact with the samples anymore.

.....  
place / date / signature

**Testing was done exclusively in our laboratory certified by the German DNA Profiling Group and  
according to the guidelines for kinship analyses by the Commission of genetic diagnostics (GEKO).**

**Assuming an a priori probability of 0.5 the biostatistical calculation can prove paternity with a probability of  
at least 99.9% which meets the grad 'paternity practically proven'.**

## § 1 PREAMBLE

The contractor runs a laboratory of molecular biology to perform kinship and identity analyses. Analysis and determination of paternity are performed on the basis of molecular genetic procedures. The client orders a kinship or identity testing based on tissue and/or cell material provided by the client. For this purpose the following contract is closed between both parties.

## § 2 THIRD PARTY DAMAGES

By signing this contract the client confirms that 'Confidence DNA-Analysen GmbH' will not be held responsible for damages to any third party or the client, after the results have been given and especially that 'Confidence DNA-Analysen GmbH' will not be held responsible for the validity and origin of samples taken outside of the Confidence laboratory. The testing of minors must be approved by the legal guardian. All adult persons from whom samples are taken and sent for analysis must give their consent and are therefore part of this contract.

## § 3 OBJECT OF THE ANALYSES

On request the contractor sends a testset for sampling to the client or the samples of the test persons are taken at 'Confidence DNA-Analysen GmbH' laboratory. Usually these are buccal cells or cells from another part of the body. The result is the determination of identity or the confirmation or exclusion of paternity. The test is carried out in a way that the probability for the paternity is at least 99.9% or paternity is excluded to 100%. The exact probability is calculated separately for each analysis and is announced to the client in the report.

## § 4 ASSIGNMENT OF THE SAMPLES

The client takes responsibility upon all personal data given to the laboratory, the correct names and dates of birth, and will proof these informations by copies identity cards. He guarantees that no identity is mistaken and that the declarations are authentic. The laboratory has to be informed whether samples have been taken by the client him- or herself and that the origin is exclusively from the person to be tested. The client is fully liable for all information given concerning the identity of the test persons and has full obligation therfor.

## § 5 YOUR ORDER

The client orders from the contractor (all prices inclusive of value-added tax and packaging and delivery fees).

–	kinship testing (alleged father + child):	<b>EUR 380,00</b>
–	kinship testing (alleged father + mother + child):	<b>EUR 380,00</b>
–	testing of an additional person:	<b>EUR 99,00</b>
–	determination of a DNA-profile:	<b>EUR 199,00</b>
–	new testing material:	<b>EUR 198,00</b>
–	additional charge for testing material other than from buccal swabs:	<b>EUR 99,00</b>
–	Expertise for the court (report for legal purposes):	<b>EUR 792,00</b>
–	analysis of mixed stains:	<b>EUR 198,00</b>
–	X-chromosomal STR-analysis:	<b>EUR 380,00</b>
–	Y-chromosomal STR-analysis :	<b>EUR 380,00</b>
–	maternity testing (mother + child):	<b>EUR 380,00</b>
–	charge for testset if test is cancelled	<b>EUR 20,00</b>

total:

Method of payment:

**Bank transfer into the account of 'Confidence DNA-Analysen GmbH':**

financial institute: **Erste Bank der österr. Sparkassen AG**  
bank code: **20111**  
account number: **285 25 26 8400**  
IBAN: **AT7420111285 25 26 8400**  
BIC: **GIBAATWW**  
User Identifier **ATU 57602918**

**or cash payment**

## TESTED PERSONS

No.	Family name, first name	sex m or f	date of birth	presumed degree of relation	sample material (e.g. buccal swab etc...)
1					
2					
3					
4					
5					

## Ethnicity (for biostatistical calculation purposes only):

- Eurasian, Caucasian  
 East Asian  
 African  
 other

Has any of the test persons a twin brother or sister?

yes  no

Are there any 1<sup>st</sup> grade male relatives of the alleged father coming into consideration to be the father?

yes  no

Has anyone of the tested persons had a transplantation of bone marrow?

yes  no

If a close relative (e.g. father, son or brother) must be considered to be the father, the client is obliged to inform 'Confidence DNA-Analysen GmbH'.

In such cases the DNA profile of this person must also be compared to the DNA-profile of the child.

## § 6 NOTIFICATION OF THE TEST RESULT

The result of the analysis is announced to the client immediately after the test procedure is completed and the fees have been paid by the client. The responsibility lies solely with the client to ensure that the information here given will not cause the results to be sent to a third party. Any duplication of printed material or statements delivered by 'Confidence DNA-Analysen GmbH' is allowed only with written permission of the contractor.

## § 7 REPETITION

Double analyses are included in the test cost in cases of an excluded paternity or when a mutation occurs. If an analysis of the sample material is not possible, the contractor will ask the client to provide new sample material. 'Confidence DNA-Analysen GmbH' will repeat the analysis once without additional cost to the client. If analysis of the sample material is still not possible, EUR 99.00 for each additional sample will be charged (assuming these are buccal swab samples). The delivery time is adjusted according to when the additional samples are received and when advanced payment for additional testing is completed.

## § 8 COMPENSATION CLAIMS

By signing this contract the client relinquishes any right to make a compensation claim for him- or herself or any third party in direct or indirect connection with the test results.

## § 9 CANCELLATION

The client may cancel this contract at any time as long as the testing has not started yet. In this case there is no cancellation fee, but the price for the testset (20,-€ including tax) must be refunded by the client. After the test procedure has started cancellation is no more possible.

## § 10 PROPERTY TRANSITION and DATA PROTECTION

Sent sample material becomes the sole property of the contractor, 'Confidence DNA-Analysen GmbH'. Samples will not be returned.

All employees of the laboratory have the duty to treat personal data and information confidentially, they are protected in our software by keywords and other barrier systems. The staff and the lab personnel are bound to professional discretion. Samples will be coded immediately after arrival with a multi-digit barcode that is used exclusively in our laboratory. Examinations are performed according to the guidelines of the GEKO (commission of genetic diagnostic). Samples are not reused for other purposes or genetic testings. Buccal swabs are eliminated after the analysis, DNA is stored for 2 years, then discarded, and reports are archived electronically for one generation time (30 years).

## § 11 USE OF RESULTS FOR LEGAL PURPOSES

When results are to be used for legal purposes your identity will be checked very strictly.

It is absolutely necessary that the person from whom the sample is taken is the same person as the one indicated in the contract. This must be ensured by: the witnessing of sample taking by a registered legal representative, the confirmation of identity, the taking of photographs and fingerprints of all test persons, and the client signing to confirm that the information is true and correct.

## § 12 JURISDICTION

This contract is subject to Austrian Law and any disputes must be dealt within Vienna.

## § 13 SEVERABILITY CLAUSE and § 14 FINAL CLAUSE

If any part or parts of this contract are or become invalid, this does not affect other clauses in the contract. A substitute clause may be added to assume the purpose of the invalid clause.

All agreements must be in writing. Oral agreements are not valid or acceptable. The contract terms are exclusively subject to Austrian Law. In case a testset has been sent to the client, the enclosed instructions constitute part of the contract.

Hereby I confirm that I have read and understood the terms of business and that I accept them.

.....  
place and date

.....  
**-Contractor-**

Confidence DNA-Analysen GmbH

.....  
**- Client-**

Mr. / Mrs.

### **Confidence DNA-Analysen GmbH**

Formanekgasse 14/1

A-1190 Vienna

phone: +43- 1- 368 45 54

fax: +43- 1- 367 96 94

mobil: +43- 6991- 367 81 39

web: [www.confidence.at](http://www.confidence.at)

mail: [office@confidence.at](mailto:office@confidence.at)