



Canine DNA Banking Agreement

I. Depositor Information

Contact Name	Phone Number	Date ____ / ____ / ____ Month / Date / Year		
Email Address	Organization			
Address	City	ST	Zip	
Secondary Contact / Account Rep. (If applicable)	Phone Number	Email Address		

II. Dog Information

Name:		Registration No.
Microchip No.		Breed
Gender:	Coat Color	Date of Birth

Select for Litter/Multiple Samples *For multiple / litters information, please fill out the canine bulk samples submission form 1.01.02.*

III. Specimen Source

Select source of DNA

Whole Blood Semen Saliva DNA Other: _____

IV. DNA Banking Options and Fees

Premium DNA Banking - (\$10.00 + Yearly Banking Fee)

- Customer Ownership of DNA
 - DNA ready for Genetic Testing upon request
 - Up to 50 years DNA repository
 - Up to 30 Resero Genomic Tests per DNA sample*
 - Up to 10 DNA transfers* (\$5.00 Transfer Fee)
 - Safe-secure, multi-storage options
 - \$5.00 Applied credit per stored sample towards any Resero Genomic tests
- *The customer must have a sufficient amount of DNA stored for genetic testing or additional services. Please see VII. Preferred Specimen Requirements or contact us for details.

Premium DNA Banking Yearly Fee	
No. Stored Samples	Maintenance Fee
1-100	\$15.00 Minimum
101-500	0.14 per unit
501-2000	0.11 per unit
2001-3500	.08 per unit
3501-5000	.07 per unit
5001-7500	.06 per unit
7500	.04 per unit

V. Billing and Payment Options

Select Payment Method

Card STCA - HTF
 Check STCA-HTF Account # _____

Price per unit	QTY:	Total
\$10.00 + Yearly Maintenance Cost	_____	\$ _____

VI. Authorization

Acceptance and Authorization

TERMS & CONDITIONS: BY SIGNING THIS FORM, YOU HAVE READ AND AGREE TO DISCLAIMER AND THE TERMS AND CONDITIONS SET FORTH (THE "AGREEMENT") governing your purchase of services ("Services") from Resero Genomics. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, and that such company or entity shall be financially responsible for any amounts or balances owed or that may accrue, in which case the terms "you" or "your" shall refer to such entity. This Agreement shall be governed under the laws of Utah, United States.

Submit Samples to:

Resero Genomics
 670 E. 3900 S. STE. 202
 Salt Lake City, UT 84107
 PH: (385)-282-6335

Authorized Signature _____ Date _____



Resero Genomics Canine Bulk Sample Submission Form

1.01.02

Sample	Dog Name	Registration No.	Microchip ID	D.O.B	Sex	Breed	Hair Color	DNA banking	DNA on File?
								Premium DNA Banking	Indicate if DNA for sample is already on file.
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

DNA Banking Specimen Requirements

VII. Preferred Specimen Requirements

Whole Blood (Livestock / Companion Animals)

Whole blood is the recommended collection method for DNA Banking as it gives the highest yield and quality over other tissue types. Collect whole blood in a 2.5mL PAXGene tube.

Whole Blood Shipping

1. Securely package the blood sample:
 - A. Make sure the blood sample is sealed and the cap is fastened.
 - B. Seal the blood sample in a plastic bio-hazard bag with a folded paper towel.
 - C. Place the bio-hazard bag into a small cardboard box and place the box into the box being shipped.

NOTE: Blood samples collected in PAXgene tubes are stable for several days without the need for ice. These samples can be shipped via standard 2-3 day shipping. If other types of tubes are used, it will need to be shipped with ice.

Whole Blood Shipping using EDTA (purple top tubes) or ACD (yellow top tubes):

- A. Make sure the sample is sealed and the cap is fastened.
- B. Seal the blood sample in a plastic bio-hazard bag with a folded paper towel and an ice pack
- C. Place the bio-hazard bag into a small cardboard box and place into the shipping package.
- D. Sample must be shipped with 1-2 day shipping on ice.

Allflex Tissue Sample Units (Livestock)

Allflex TSU's are recommended for livestock. Allflex TSU units with tissue samples can be submitted and used according to manufactures instructions. For request requiring multiple genetic tests or DNA transfers, multiple tissue units per animal may be required.

Allflex TSU Shipping

- Allflex tubes can be shipped at room temperature in the Allflex collection boxes.

DNA (Livestock / Companion Animals)

Send in screw cap tube at least 5 µg of purified DNA at a concentration of at least 50 ng/ml ideally, minimum 2 µg for limited specimens. Indicate concentration and animal ID on tube label. For requests requiring multiple genetic tests or DNA transfers, send an additional 5 µg DNA if available.

DNA Shipping

- DNA should be in a securely fastened and sealed plastic tube on dry ice or an ice pack

Frozen Tissue (Postmortem)

For postmortem animal specimens, please contact us for shipping and handling requirement.

Submit Samples to:

Resero Genomics
670 E. 3900 S. STE. 202
Salt Lake City, UT 84107
PH: (385)-282-6335

VIII. Other Specimen (Not Accepted for Banking)

Saliva / Buccal Swabs

Saliva and buccal swabs do not typically meet the yield requirements for DNA Banking. Please send an inquiry if saliva or buccal swabs need to be sent.

Hair Follicles

Hair follicles typically do not meet the yield requirements for DNA banking. We do not accept hair as a DNA source for DNA banking. For additional questions, please contact us.

Frequently Asked Questions

IX. Common Questions and Answers

General Questions

- **What is DNA Banking?**

DNA Banking is the long-term, secure storage of DNA samples and genetic data generated from specific animal tissue samples.

- **How much does it cost to store DNA?**

The cost for extracting DNA from a single tissue sample is \$10.00 which includes one-full year of storage. For each additional year a sample storage fee is charged. Total storage cost for a customer's animal DNA depends on the number of samples in their inventory (see DNA Banking Pricing on DNA Banking on the Banking Order Form).

- **How much does it cost to transfer my DNA to another lab?**

The cost is \$5.00 per DNA sample plus shipping expenses payable to Resero Genomics and payable before shipment. Each receiving lab charges differently for their handling fees, you will be responsible for paying any additional fees.

Storage and Handling

- **What are the best tissue types for DNA storage?**

Whole blood samples yield the highest quality and quantity of DNA for long-term storage and is the recommended storage choice for samples from livestock and companion animals that someday you might want critical information from (i.e., genotyping, sequencing). Ear punches (Allflex TSU's) are also quite acceptable for livestock and are generally easy to obtain. Other DNA sample types such as hair follicles or saliva may not yield as much quality DNA as whole blood or ear punches and are prone to cross contamination which can complicate DNA analyses. For any other DNA sample types, contact us and we will be happy to assist you with your decision on which type of tissue sample to send and how to send it.

- **How are the DNA samples stored?**

We store DNA using multiple safe and secure methods such as cryogenic liquid nitrogen tanks, ultra-low freezers or by dehydration (dry) storage methods. For this latter method, we store each sample in a secure container labeled with each customer's DNA ID. We strive to store each DNA sample using two different methods and in two different locations in order to have a back-up for security of customer DNA.

- **How long can I store DNA samples?**

No one really knows!! Maybe forever if properly handled. We use the best methods in the industry to preserve each sample for long term use. Integrity of the DNA is very important for correct analysis to get the best information for you, the customer. However, we only contractually guarantee high quality DNA for up to 50 years.

Frequently Asked Questions

IX. Common Questions and Answers (continued)

Ownership of Data and DNA

- **Who owns the DNA and Data?**

You own all DNA that is submitted to, or extracted by Resero Genomics, using your submitted tissue samples. You own and control all information derived from the DNA. When pre-extracted DNA or tissue samples are submitted to Resero Genomics for processing, we will ask for ownership information. You will be able to designate who the owner is and who is authorized to have access to it.

- **Who has access to my DNA?**

You, the owner, decide who has access to your DNA. At the time of submission of your animal tissue sample, you will give Resero Genomics Genetics authorization to extract DNA, store and maintain your samples under the named owner(s) of the DNA and acknowledge who has future access. Resero Genomics will not access or use the DNA for any reason without consent from the owner(s) named. We will also not allow anyone else to access your DNA without your written

- **Who determines how my DNA is used?**

You determine how the DNA from your animal is to be used.

- **Can I transfer ownership of my DNA?**

Yes. You can change ownership at any time by direct written instructions. To do so will require filling out, signing and returning to Resero Genomics a change of ownership form.

- **Will my DNA be used in research studies?**

Only with your permission. There may be opportunities to have your animal's DNA involved in research studies. Researchers can request from you or from Resero to have access to your data. In these instances, the owner will be notified of the request(s) to do so but Resero will not give access to any DNA samples or data without proper consent.

- **Will I receive data or test results if my DNA is used in a research study?**

This will depend on the study and arrangements you, the customer, have with the study Supervisor(s). The researcher requesting access to your DNA will define what you will receive or not receive if your sample is selected for the study. You have the option of participating in the study or not.

Genetic Testing

- **Can I order genetic testing from Resero for my DNA samples?**

Yes. We have a large selection of genetic tests for many different animal species and breeds. DNA can be used for genetic analysis when you are ready. We are constantly updating our list of available tests among all species.

- **Can I get a discount on genetic tests if my DNA is banked with Resero Genomics?**

Yes. Any DNA that is banked by Resero Genomics will receive a \$5.00 discount for any sample analyzed in the customer's banked samples using a Resero Genomics test. This discount is only for use of Resero Genomics tests and not for other vendor tests performed outside of Resero Genomics' laboratories.

IX. Common Questions and Answers (continued)

Genetic Testing (continued)

- **Can I send my DNA to another genetic testing company for analysis?**

Yes. You can transfer DNA to any entity of your choosing providing we have enough DNA in storage on your animal to meet the required amount by the third-party lab. Once DNA has left our storage repository, we cannot guarantee quality or safety of it during shipment nor how it will perform in the receiving laboratory using their analyses systems. Generally, there should be no problem.

- **I've already sent DNA to another DNA Bank or genetic testing company. Can that DNA be stored at Resero?**

Yes. We can accept DNA from other laboratories or genetic testing companies. Once the DNA reaches our lab, we will determine the quality and amount of total DNA received and report that back to the customer. We will only store DNA if it meets our quality standards and we will advise you if there are issues with the quality and amount received. It is important to note that if the third-party lab has obtained ownership of your DNA, they will be considered the owner unless that ownership is transferred to you. Please contact us for proper forms to complete this transfer process.

Safety and Security

- **What is the stability of Resero DNA Banking Systems? What if something happens to the biobank?**

The security of your DNA is important to Resero Genomics because we know it is important to you. We have successfully stored and maintained both animal and human DNA since 2003. We set criteria for our biobank with the intent of storing a DNA sample for over 50 years that meets the quality needs for genotyping and sequencing purposes. We have developed fail-safe methods to protect against even the most unlikely catastrophic events.

- **How is my DNA protected?**

In the unlikely event that the Resero Genomics business is dissolved or sold, every conceivable precaution is taken to protect your banked DNA that has been entrusted to us. In this circumstance, we will notify you well in advance of any change in ownership or dissolution to give you the option to re-direct your DNA to another location of your choice. This unlikely occurrence is explained in detail in our Standard Agreement.



RESERO GENOMICS

DNA BANKING AGREEMENT

This DNA banking Agreement is between RESERO GENOMICS (“**Resero Genomics**”) and the person, party, or entity signing this Agreement (“**Customer**”). “Customer” includes any designated representative of Customer.

SUMMARY

-RECITALS-

- Resero Genomics will store Customer DNA safely and securely, using proven state-of-the-art extraction, storage, processes and equipment.
- Customer DNA, along with all data and information produced from the DNA Samples are owned exclusively by Customer.
- Only Resero Genomics and Customer will have access to Customer’s DNA Samples. The DNA Samples, as well as all data and information produced or learned from or related to the DNA will not be shared with any third party without permission from Customer.
- Resero Genomics will use Customer DNA Samples, with permission, and the data produced from the DNA Samples only for improving testing methods and quality control purposes.
- Customer is responsible for cost of collecting, shipping, and processing DNA. DNA processing and annual banking fee must be collected at the time of banking.

AGREEMENT

-TERMS & CONDITIONS-

This Agreement contains provisions for storing biological samples owned and provided by the Customer. These “**Biological Samples**” may include but are not limited to protein, hair, tissue, blood, etc. After Biological Samples have been processed and DNA or RNA has been extracted from the Biological Sample, they are referred to as the “**DNA Samples**” or “**Customer DNA Samples**”. The parties agree as follows:

1. Customer Rights

- (a) Customer must own the DNA Samples, or lawfully possess the DNA Samples with permission from the owner of the DNA Samples.
- (b) Resero Genomics will receive, process, and store DNA Samples in whatever method or manner Resero Genomics deems appropriate or necessary. This authority includes but is not limited to any protocol or processes of quality assurance, quality control, optimization, etc.
- (c) Customer retains sole ownership of DNA Samples throughout the duration of sample storage, provided that Customer’s account(s) remain active and the DNA Samples have not been deemed abandoned by Resero Genomics. Customer may withdraw their DNA Samples from storage to be used for research, to transfer their DNA Samples, or to have their DNA Samples destroyed; by written request. Resero Genomics must respond to such requests within 45 days.
- (d) Customer retains ownership of data and information produced or derived from Customer’s DNA Samples. Customer may sell or license the data and information to third parties.
- (e) Resero Genomics may use any data and information produced from Customer’s DNA Samples for improving testing methods, quality control, validation, analysis purposes; but may not release or disclose it to third parties without written consent of Customer.



2. Customer Responsibilities

- (a) Customer must notify Resero Genomics of any changes to Customer's information, including name, address, representatives or account managers, account numbers, etc.
- (b) Customer must notify Resero Genomics of any change to ownership of DNA Samples, including any licenses granted to third parties for use of the DNA Samples, or related data and information. If ownership of DNA Sample changes, the new owner will be subject to the terms agreed upon by Customer in this Agreement. Customer's rights and responsibilities under this Agreement may be assigned to any third party. Customer must inform Resero Genomics of any such assignments in writing.
- (c) Customer may grant permission to its designated representatives or account managers to make changes to Customer's account, order genetic tests for Customer, or transfer DNA Samples to third party labs. Any such changes, orders, or transfer requests must be provided to Resero Genomics in writing.
- (d) Customer is responsible for providing adequate amounts, volumes, quantities, and qualities of Biological Samples for any testing or analysis Customer requests from Resero Genomics. Resero Genomics will provide Customer information about the status and quantity of Customer's DNA Samples at Customer's written request. If additional DNA or Biological Samples are needed, Customer is responsible for providing them to Resero Genomics.
- (e) If, under any circumstance, Customer provides Resero Genomics any Biological Samples or DNA Samples which Resero Genomics deems to be of insufficient amount, volume, quantity, or quality for testing or analysis, Customer must provide additional DNA or Biological Samples to Resero Genomics. Resero Genomics is not responsible for any instances of poor quality, low yields, or insufficient quantities of Customer's DNA Samples. Should Customer request both testing and storage of DNA Samples, Customer must provide sufficient quantities, as deemed sufficient by Resero Genomics, to accommodate both testing and storage. Resero Genomics will not be responsible for any scenario or event where it becomes impossible for Customer to attain additional DNA Samples, such as when the source of the DNA Samples is no longer available to Customer.
- (f) Customer is responsible for proper collection, recording, labeling, packing, packaging, storage, transport, shipping, and transfer of DNA and Biological Samples to Resero Genomics.
- (g) Customer is responsible for any damage, defect, contamination, loss of quantity, loss of quality, etc. of DNA Samples that occurs during collection, recording, labeling, packing, packaging, storage, transport, shipping, and transfer of DNA or Biological Samples.

3. Resero Genomics Services and Responsibilities

- (a) Resero Genomics will safely and securely store DNA Samples using proven state-of-the-art processes and equipment for a time frame determined by the parties on a case-by-case basis. DNA Samples are inherently fragile and they naturally degrade over time, thus there may be events outside of Resero Genomics' control where DNA Samples could be lost or destroyed. Under such circumstances, Resero Genomics may not be held liable or responsible for the loss of DNA Samples. Resero Genomics will make reasonable efforts to plan for and protect against factors that may pose a threat to DNA Samples, such as loss of power, equipment malfunction, natural degradation, etc., however, for circumstances beyond Resero Genomics' control, such risks cannot be entirely eliminated.
- (b) Resero Genomics will securely retain the Customer information as provided by Customer in this Agreement for as long as Customer's DNA Sample are stored by Resero Genomics.
- (c) Customer's account(s) may be considered inactive if payment for services is not made within 60 days from the date of billing. Resero Genomics will make reasonable efforts to contact Customer and collect payments before deeming Customer's account inactive.
- (d) Resero Genomics may not sell, give, or otherwise transfer Customer's DNA Samples to any third party without Customer's written permission. Even if Customer's account becomes inactive, Resero Genomics will not sell, give or otherwise transfer Customer's DNA Sample to any third party.
- (e) Resero Genomics will deem DNA Samples abandoned when: Customer's account has become inactive, and Resero Genomics has been unable to contact Customer for an additional 30 days after Customer's account has become inactive. Resero Genomics may opt to destroy, discard, sell, or retain ownership of abandoned DNA samples.
- (f) If Resero Genomics closes its DNA bank, or otherwise ceases providing DNA banking services, Resero Genomics will provide Customer written notice to Customer's last known address no less than 90 days before the closing date of the DNA bank. Under such circumstances, Customer must provide Resero Genomics with written instructions regarding Customer's preferred disposition of the DNA Samples at least 30 days prior to the closing of the DNA bank. Customer may opt to withdraw the DNA Samples or have them transferred to another DNA bank at Customer's sole expense. If Resero Genomics does not receive disposition instructions within the required timeframe, Resero Genomics may opt to discard or destroy the DNA Samples or transfer the DNA Samples to another DNA bank.
- (g) Resero Genomics will continue to store remaining unused portions of DNA Samples that have been tested, which unused portions can be used for future testing as long as Customer's account remains active. Upon written request, Resero



Genomics will notify Customer of how much remaining quantity of unused DNA Sample is in Customer's repository after each use or transfer.

4. Resero Genomics Rights

- (a) Resero Genomics may use data and information produced from DNA Samples to improve testing methods, quality control, and validation purposes, but may not release or disclose it to third parties without written consent of Customer.
- (b) If written permission is given by the Customer, Resero Genomics may use any data and information produced from Customer's DNA Samples for research purposes; but may not release or disclose it to third parties without written consent of Customer.
- (c) Resero Genomics retains sole ownership of all assets, equipment, facilities, processes, methods, etc. it uses to bank, store, test, and analyze Customer's DNA Samples, including but not limited to all real property, tangible, Intellectual Property, and Proprietary Information. "**Intellectual Property**" includes property that derives from the work of the mind or intellect, and includes but is not limited to: patents, trademarks, trade secrets, copyrights, trade dress, discoveries, designs, ideas, inventions, improvements, methods, processes, devices, etc. "**Proprietary Information**" means any information owned by licensed by Resero Genomics that Resero Genomics considers to be confidential, proprietary, secret, private, or otherwise protected. This includes but is not limited to strategies, processes, know-how, plans, data, analyses, testing results, etc.
- (d) Resero Genomics may restrict access to anyone, including Customer, from Resero Genomics' facilities. These restrictions are necessary for Resero Genomics to maintain the integrity of all samples and products in the DNA bank. Customer may only access or retrieve its DNA Samples through a written request. Any unauthorized attempts to access restricted areas will be considered an unlawful trespass. Such actions will be persecuted to the full extent allowable under applicable laws.

5. Resero Genomics Service Fees

- (a) Customer must pay a sample processing fee when samples are submitted for banking. The sample processing fee will be due at the time of DNA deposit and will be required before samples will be received or processed by Resero Genomics. An additional banking fee will be billed each year samples are banked. The first banking fee will be billed 60 days prior to the next year of banking service and every subsequent year after, while accounts are active. Banking fees are due 30 days prior to the next year of banking service.
- (b) If Customer fails to make any payment on time, Resero Genomics will make reasonable efforts to contact and collect payment. If no payment is received within 60 days, Customer's account may be considered inactive.
- (c) This Agreement is limited to banking services, and does not include services related to genetic testing. Resero Genomics offers genetics testing services, but those services must be agreed upon and billed separately from DNA banking services. For genetic testing projects related to the any of Customer's DNA Samples banked by Resero Genomics, the parties each retain a right of first refusal genetic testing project.
- (d) For an additional fee and upon receiving Customer's signed withdrawal form and written instructions, Resero Genomics will withdraw and transfer a portion of Customer's DNA Sample and ship it to any address Customer provides. This sample transfer fee is due upon transfer request. Resero Genomics will use reasonable care and industry standard practices for packaging and shipping such DNA Samples. Customer hereby acknowledges that Resero Genomics does not guarantee ownership, quality, or quantity of DNA Samples which Customer requests to be sent to third parties. While Resero Genomics offers a service to package and ship the DNA Samples, Resero Genomics is not responsible for any DNA Samples that have been handled by a third party. As such, Customer is wholly responsible for any damage, defect, contamination, loss of quantity, loss of quality, etc. of any DNA Samples which occurs after Resero Genomics has shipped the DNA Samples and they are no longer under the control of Resero Genomics. Once DNA Samples are sent to third parties, including testing labs, Resero Genomics is not responsible for the DNA Sample. Resero Genomics is not responsible for any testing or testing results from third parties.
- (e) Resero Genomics fees are provided in a separate fee schedule, and are subject to change with written notice to Customer.
- (f) Any balance not paid when due under this Section will bear interest at a rate of 15% per annum until paid.
- (g) Resero Genomics will not offer any services, including DNA banking, genetic testing, or transferring DNA to third party labs if an unpaid balance is owed to Resero Genomics.

6. Additional Terms and Conditions

- (a) **Remedy & Liquidated Damages** - In the event of loss, damage, contamination, or destruction of the any DNA Sample for any reason whatsoever, Customer's damages as a result would be impracticable or extremely difficult to determine. Accordingly, in the event that Customer's DNA Sample, or any part of it, is lost, damaged or destroyed for any reason, Customer's sole and exclusive remedy shall be liquidated damages of an amount equal to the DNA banking fee that Customer paid to have the sample banked.
- (b) **Indemnification** - Resero Genomics shall indemnify, defend and hold Customer and its members, shareholders, agents, directors, officers, and employees from and against all liability, damage, loss, claims, demands, actions and expenses of any nature whatsoever including, but not limited to, reasonable attorney's fees and expenses, which arise out of or are connected with any negligent act or omission, misconduct or violation of law by Resero Genomics, or its employees



which relates to Resero Genomics' services provided under this Agreement. Customer, on behalf of itself and its members, shareholders, agents, directors, officers, and employees shall indemnify, defend and hold harmless Resero Genomics and its members, shareholders, directors, officers, contractors, and employees from and against all liability, damage, loss, claims, demands, actions and expenses which arise out of or are connected with any negligent act or omission, misconduct or violation of law, or any breach of any obligation of Customer as set forth in this Agreement.

- (c) **Limitation of Liability** - NEITHER CUSTOMER NOR RESERO GENOMICS SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER FOR BREACH OF WARRANTY, REPRESENTATION OR ANY OBLIGATION, OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY AND REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. CUSTOMER AND RESERO GENOMICS HEREBY WAIVE ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE A PARTY OF AN ADEQUATE REMEDY. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT IT HAS AGREED TO THIS LIMITATION ON CUSTOMER'S OWN BEHALF, AS WELL AS ON BEHALF OF ANY EMPLOYEE OR REPRESENTATIVE OR ACCOUNT MANAGER FOR WHOM CUSTOMER IS RESPONSIBLE. RESERO GENOMICS HAS NO RESPONSIBILITY OR LIABILITY WHATSOEVER REGARDING THE COLLECTION OF DNA SAMPLES.
- (d) **Amendments & Assignment** – Modifications to the terms of this Agreement will NOT be binding on either party unless there is a written amendment signed by both parties. This Agreement constitutes the entire understanding between the parties as it pertains to DNA banking services and this Agreement supersedes all other agreements, whether written or oral, between the parties related to DNA banking. This Agreement is binding upon, inure to the benefit of and be enforceable by, the parties and their respective heirs, executors, administrators, representatives, account managers, successors and assigns. This Agreement may be assigned by Resero Genomics to any successor entity of Resero Genomics or to a purchaser of Resero Genomics' assets, if the successor or purchaser agrees to accept and assume this Agreement.
- (e) **Termination & Abandonment** - The term of this Agreement will end upon Customer's abandonment of all its DNA Samples or after all Customer's DNA Samples have been withdrawn from Resero Genomics' DNA bank. Either party may terminate this Agreement upon 30 days written notice, after which Customer must withdraw all DNA Samples from Resero Genomics' sample bank or request that they be destroyed.
- (f) **Breach** - If either party fails to fulfill any obligations under this Agreement, that party will be considered to have breached this Agreement. A breach of this Agreement will not be considered a breach of other contracts between the parties.
- (g) **Arbitration** - If a dispute arises out of this Agreement, Resero Genomics may demand that the dispute be resolved by an arbitrator chosen by Resero Genomics and arbitrated in accordance with the rules of the American Arbitration Association. Such arbitration must occur in Utah. Judgment on any award rendered in arbitration may be entered by any Utah court having jurisdiction.
- (h) **Governing Law, Surviving Provisions & Attorney's Fees**- Utah law governs this Agreement. In the events that any provision of this Agreement is determined to be illegal or unenforceable in any Utah court with proper jurisdiction, that provision will be limited or eliminated to the minimum extent necessary to allow all other provisions of this Agreement to remain in full force and effect. If legal action is taken by either party to enforce this Agreement, or to enforce any rights arising out of breach of this Agreement, the prevailing party will be entitled to all costs incurred in connection with such action, including all reasonable attorney's fees and collection costs, with or without suit.
- (i) **Force Majeure** - Neither party will be liable for delays in performance or non-performance due to unforeseen circumstances or causes beyond the parties' reasonable control. These circumstances include but are not limited to natural disasters, fire, political riots, war, sovereign action or intervention, and acts of God.

CUSTOMER INFORMATION

This agreement is for DNA Banking services only. Other services will require additional agreements

<u>Customer Name:</u>	<u>Company Name</u>
<u>Address:</u>	
<u>Phone Number:</u>	<u>Email:</u>
<u>Signature:</u>	<u>Date:</u>

