

## DNA Banking Agreement

This Agreement is between **PreventionGenetics LLC** and the person who is signing this Agreement (hereafter referred to as “you” or “your”). This Agreement contains provisions for the banking of a person’s (the Depositor’s) DNA. Often, the person signing this agreement will be the Depositor, but in cases where the Depositor is a child under the age of majority or is an adult incapable of providing consent, the person signing the Agreement will be different from the Depositor. By signing this Agreement under the conditions you have indicated, you give authority to PreventionGenetics to extract and store the Depositor’s DNA.

### *The Process*

1. **PreventionGenetics will send you a collection kit at no charge.** You can call, fax, or e-mail to receive a kit. You may also indicate that you need a kit on the completed DNA Banking Agreement form. The kit will contain two blood collection tubes, shipping containers and full instructions for completing the collection. It also includes a prepaid FedEx return envelope for your convenience in returning the kit to PreventionGenetics.
2. The DNA Banking Agreement is freely available from the PreventionGenetics web site. If necessary, we can also mail or fax a copy to you. You will need to sign a copy of the Agreement and mail or fax it to PreventionGenetics (see address at end of Agreement). You will need to provide the name and address of a Representative who will be responsible for the DNA sample if you become incapacitated and/or after your death. A parent or legal guardian must sign for a child Depositor under the age of majority (age of majority is based on the law in the state of the child’s residence). An agent with the power of attorney or a guardian must sign for an adult Depositor who is incapable of providing consent.
3. Next, you must arrange for payment (see Billing Information on page 7). Current fees for DNA Banking are \$98 for a single individual, \$88 per person for 2-4 family members, and \$78 per person for 5 or more family members. To receive the discounted prices, the family member’s samples need to be sent together, unless prior arrangements have been made. If a Depositor is also having clinical DNA testing performed at PreventionGenetics, the cost of DNA Banking is only \$69. Please see the PreventionGenetics website for further information regarding this option. There are no additional fees, such as annual storage fees.
4. The Depositor will need to go to a local doctor’s office or to another qualified phlebotomist to have blood drawn. Five to twenty milliliters of blood (approximately one to four teaspoons) will be drawn. PreventionGenetics is not liable for any complications that may arise from the blood draw. The phlebotomist may be able to ship the blood to

the PreventionGenetics lab. You will likely be charged for the blood draw. This cost is your responsibility.

5. From the blood samples, PreventionGenetics lab personnel will extract DNA, measure the DNA amount, and place the DNA into secure freezer systems. The DNA will be stored in at least two freezers at two or more separate locations. In the rare event that the extraction fails, PreventionGenetics will send you another collection kit and will repeat the extraction without any additional charge.
6. After the DNA has been banked, a copy of the ratified Banking Agreement will be sent to you, as well as your representative. The signed copy of the Agreement should be stored safely among your important papers. The Agreement will contain your Depositor Number which is crucial in making withdrawals.
7. We strongly encourage you to complete the online DNA Banking Depositor Information Form available from the PreventionGenetics web site. Through this Form, you will provide information about your family tree. This information, although not absolutely required, will make it easier and less expensive to perform DNA testing on family members. All of this information will be kept strictly confidential. Paper copies of the Form will be sent to those who do not have access online.

### ***Your Responsibilities***

You are responsible for notifying PreventionGenetics of all changes in your name or address, and for any changes in the name or address of your Representative. Forms for these purposes are available from the PreventionGenetics web site. It is important that you provide us with updated information when there are changes.

### ***PreventionGenetics' Responsibilities and Services***

1. PreventionGenetics is responsible for securely storing the DNA for a period of 20 years from the date of deposit. Although not required, PreventionGenetics will attempt to store the DNA for as long as possible, even after the Depositor's death.

2. PreventionGenetics will safely retain the information provided by you in the DNA Banking Agreement and Depositor Information Forms for as long as the DNA sample is stored.
3. While you are capable of providing consent, PreventionGenetics will not sell, give or otherwise transfer the Depositor's DNA to anyone else without your express, written permission. Similarly, if you become incapable of providing consent or after your death, PreventionGenetics will not sell, give or otherwise transfer the Depositor's DNA to anyone else without the express, written permission of the Representative.
4. While you are capable of providing consent, no testing will be performed at PreventionGenetics on the Depositor's DNA without your express, written permission. If you become incapable of providing consent and after your death, no testing will be performed at PreventionGenetics on the Depositor's DNA without the express, written permission of the Representative.
5. If PreventionGenetics closes its DNA Bank, PreventionGenetics will provide written notice to you or the Representative at the last known address no less than sixty days before the closing date. You or the Representative must provide PreventionGenetics with written instructions regarding the disposition of the DNA sample at least two weeks prior to the closing of the DNA Bank. If PreventionGenetics does not receive such instructions, PreventionGenetics will either destroy the sample or will transfer the sample to another Bank which will honor the provisions of this Agreement.
6. For a modest fee and upon receiving your signed, written instructions, PreventionGenetics will withdraw a portion of the Depositor's DNA and ship it to the address that you provide. Such withdrawals are typically made for the purpose of DNA testing. A withdrawal form is available from the PreventionGenetics web site. PreventionGenetics will retain the remainder of the DNA.
7. Upon receiving your signed, written instructions, PreventionGenetics will destroy the Depositor's DNA sample.
8. PreventionGenetics provides a rapidly growing number of DNA Tests. If you choose to have the banked DNA tested at PreventionGenetics, withdrawal fees will be waived.

**Depositor Information**

The Depositor is the person whose DNA will be banked.

Last name: \_\_\_\_\_

First name: \_\_\_\_\_

Middle name(s) or initial: \_\_\_\_\_

Sex (male or female): \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Phone Number: Home/Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DNA Banking Kit**

\_\_\_\_\_ Yes, please send a kit.

\_\_\_\_\_ No, I do not need a kit.

Please indicate below where (name/address) to send the kit if different from above:

\_\_\_\_\_  
\_\_\_\_\_

**Representative**

You are required below to list a trusted individual as a Representative who will control the Depositor’s DNA if you become incapable of managing your affairs, or after you die. After your death or incapacitation, this Representative will gain the authority to have the DNA tested or transferred. After the death of both yourself and the Representative, PreventionGenetics may authorize DNA testing on the sample based on the needs and wishes of the Depositor’s living relatives. In all cases, PreventionGenetics will take all reasonable precautions to preserve the Depositor’s and Representative’s anonymity.

Please choose the Representative carefully. The Representative must be at least 18 years of age. If you would like to appoint more than one Representative, please print and complete additional copies of this page of the DNA Banking Agreement, or attach an additional page with the pertinent information. A copy of the ratified DNA Banking Agreement will be sent to the appointed Representative(s) after the Depositor’s DNA has been banked.

**Representative Information**

Last name: \_\_\_\_\_

First name: \_\_\_\_\_

Middle names or initial: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Phone Number: Home/Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Email Address: \_\_\_\_\_

Relationship to Donor: \_\_\_\_\_

**Signatures**

I have read the above and agree to all provisions. I also agree to all of the Terms and Conditions listed below. I will retain a copy of this signed Agreement for my records.

\_\_\_\_\_  
 Signature of Depositor \_\_\_\_\_  
 Date

If the Depositor cannot sign because of age or incapacitation, a Parent, Guardian or Agent with Power of Attorney (indicate which) shall sign below and complete this section:

\_\_\_\_\_  
 Parent/Guardian/ Agent with Power of Attorney \_\_\_\_\_  
 Date

Print Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Witness \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name

ACCEPTED, PreventionGenetics LLC

By: \_\_\_\_\_ \_\_\_\_\_  
 Date

Depositor Number: \_\_\_\_\_

Any notice or instruction under this Agreement is to be delivered/ mailed to PreventionGenetics:

PreventionGenetics LLC  
 DNA Banking  
 3700 Downwind Drive, Marshfield, WI 54449  
 Phone: 715-387-0484 Fax: 715-384-3661  
 Email: [DNABanking@PreventionGenetics.com](mailto:DNABanking@PreventionGenetics.com) Web site: [www.preventiongenetics.com](http://www.preventiongenetics.com)

**Billing Information: This section must be completed.**

**Individual Billing:** Personal check included: yes \_\_\_\_\_ no \_\_\_\_\_

Responsible Party's Name:

Address:

Phone Numbers/E-mail:

Credit Card # (Visa or Mastercard Only)

Credit Card Expiration Date/3-Digit Security Code (on back of card)

Month \_\_\_\_\_ Year \_\_\_\_\_ / Code \_\_\_\_\_

**Signature of Cardholder (required)**

**Institutional Billing:**

Billing Institution:

Contact:

Address:

Phone Numbers/E-mail:

***Other Terms and Conditions***

1. PreventionGenetics will comply with applicable laws.
2. For children under the age of majority, banked DNA will be controlled by the child's parent(s) or legal guardians. Upon the child attaining the age of majority, the child will assume control of his/her DNA sample. If PreventionGenetics receives conflicting instructions from a child's parents or legal guardians, PreventionGenetics may delay action until the parents or legal guardians reach agreement and notify PreventionGenetics of their agreement or until PreventionGenetics receives a certified copy of a court order or judgment resolving the dispute and containing instructions to PreventionGenetics on how PreventionGenetics should proceed. If a child's parents are divorced, then unless PreventionGenetics receive signed and notarized written instructions from both parents where they jointly agree on which parent will control the sample until the child attains age of majority, PreventionGenetics will follow the instructions of the parent who has sole custody (or in the case of joint custody, the parent with primary placement) of the child.
3. You and PreventionGenetics both acknowledge and agree that in the event of loss, damage or destruction of the DNA sample for any reason whatsoever, your damages as a result would be impracticable or extremely difficult to determine. Accordingly, you and PreventionGenetics agree that in the event your DNA sample, or any part of it, is lost, damaged or destroyed for any reason, your sole and exclusive remedy shall be liquidated damages of an amount equal to the DNA Banking fee that you paid for such sample.
4. **NEITHER YOU OR PREVENTIONGENETICS 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 OF US HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. YOU AND PREVENTIONGENETICS HEREBY WAIVE ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE A PARTY OF AN ADEQUATE REMEDY. YOU AGREE TO THIS LIMITATION ON YOUR OWN BEHALF, AS WELL AS ON BEHALF OF ANY MINOR FOR WHOM YOU ARE RESPONSIBLE. PREVENTIONGENETICS HAVE NO LIABILITY WHATSOEVER REGARDING THE COLLECTION OF BLOOD AND CHEEK SWAB SAMPLES THAT YOU ARE COLLECTING.**
5. No variation of the terms of this Agreement will be binding on either party unless there is a written amendment signed by you or your Representative and signed by an officer or other authorized representative for PreventionGenetics. This Agreement represents the entire contract between the parties concerning this subject matter and there are no other understandings, agreements or representations other than as contained in this Agreement. This Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties and their respective heirs, executors, administrators, representatives, successors and assigns. This Agreement may be assigned by PreventionGenetics to any successor entity of PreventionGenetics or to a purchaser of PreventionGenetics' assets, if the successor or purchaser agrees to accept and assume this Agreement.
6. This Agreement shall be deemed to have been accepted by PreventionGenetics in the State of Wisconsin, and Wisconsin laws shall control the interpretation and enforcement of this Agreement. All disputes as to this Agreement shall be governed by the laws of the State of Wisconsin, excluding its conflict of laws principles. You and PreventionGenetics agree that any dispute arising between the parties which results in either party instituting court proceedings shall be litigated in either the Federal District Courts for the State of Wisconsin or in the Circuit Courts for the State of Wisconsin.
7. If any provision of this Agreement is determined by a court to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
8. A facsimile signature shall be as valid as an original signature.