

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. The DNA Banking process begins with your signature on this Agreement. You need to sign a copy of the Agreement and mail or fax it to PreventionGenetics (see address at end of Agreement). Please make sure that you complete the section on Research. A parent or legal guardian must sign for a child Depositor under the age of majority (age of majority is based on the law of 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.
2. Next, you must arrange for payment. Current fees for DNA Banking are \$70 for a single individual, \$60 per person for 2-4 family members, and \$50 per person for 5 or more family members. There are no additional fees, such as annual storage fees. Payment may be made by enclosing a check payable to PreventionGenetics with your signed Agreement or by calling to provide a valid credit card number. A friendly PreventionGenetics employee will take your number and answer any questions you may have about DNA Banking. You may also send your questions by email.
3. Third, you must complete the online DNA Banking Depositor Information Form available from the PreventionGenetics web site. Through this Information Form, you will provide your (or the Depositor’s) name, sex, birth date, address, and telephone number. There are also questions about your (or the Depositor’s) biological relatives, including the names of grandparents, parents, siblings, and children. This later information, although not absolutely required, will allow PreventionGenetics to construct a family tree which is important in DNA testing. 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 after your death (see below). All of this information will be kept strictly confidential.

4. After the first three steps are completed, PreventionGenetics will send you a copy of the ratified Agreement along with a collection kit. The signed copy of the Agreement should be safely stored among your important papers. The Agreement will contain a Deposit Number which is important in making withdrawals. The kit will contain two blood collection tubes, a cheek swab, shipping containers and full instructions for completing the collection. After collecting cells from your cheeks (or the Depositor's cheeks) on the swab, you will mail the swab back to PreventionGenetics.
5. You (or the Depositor) will need to go to your 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. There might be some bruising and the discomfort of a needle stick. PreventionGenetics is not liable for any complications that may arise from the blood drawing. The phlebotomist will ship the blood to the PreventionGenetics lab. You will likely be charged for the blood drawing and for shipping. These costs are your responsibility.
6. From the blood samples and cheek swab, 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 three 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.

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. You may change your Representative from one person to another. 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. However, 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 Depositor Information Form 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, except as described under Research Option 2 (see below). 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, except as described under Research Option 2.
4. While you are capable of providing consent, no testing in which you are identified will be performed at PreventionGenetics on your DNA without your express, written permission. If you become incapable of providing consent and after your death, no testing in which you are identified will be performed at PreventionGenetics on your 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 reasonable 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.

After Your Death or Incapacitation

You are required on the DNA Banking Depositor Information Form to list a trusted individual as a Representative who will control the Depositor's DNA sample 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 your) anonymity.

Research

PreventionGenetics strongly encourages people to support and participate in genetics research. Genetics research usually involves little or no inconvenience and generally is of great benefit. With proper precautions, most genetics research is also very safe, with virtually no risk to the participants.

As part of the DNA Banking process, you are required to indicate on this Agreement your preferences for participation in genetics research. Please mark either Option 1 or Option 2.

_____ Option 1. I authorize PreventionGenetics to release my name, phone number and address to qualified researchers. I understand that these investigators may contact me to obtain my written informed consent for participation in an approved research project. If I decide not to give my consent, then none of the Depositor's DNA will be transferred to the researchers.

_____ Option 2. I do not wish at this time for PreventionGenetics to release my name or contact information to researchers.

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

Print Name of Depositor

Phone Number Email Address of Depositor

Signature of Parent/Guardian/
Agent with power of attorney

Date

Print Name

Signature of Witness

Date

Print Name

ACCEPTED, PreventionGenetics™ LLC

By: _____

Date

Deposit Number: _____

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

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

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 receive 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. If your check to PreventionGenetics is returned by your bank for any reason, there is a \$30.00 fee.
9. A facsimile signature shall be as valid as an original signature.