GENETIC PRESERVATION CELL STORAGE AGREEMENT

Parties:

""Viagen" — Genetic Reflections, LLC DBA Viagen
116 East Main Street
Whitesboro, Texas 76273

"Client" — Name: ______________________________

Address:

____

Phone#: ______________________________
Email: ______________________________

Effective Date: ______________________

Species of Animal: ______________________

Identity of Animal:

Name: ______________________________

Breed: ______________________________

Sex: ______________________________

Age: ______________________________

Fees:

$1600 Initiation Fee per animal

$700 International Shipping Fee

$150 Storage Fee per animal per year beginning on the anniversary of the Effective Date.

In consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. Viagen will provide instructions, materials and supplies to Client for the collection of tissue from Client's animals ("Tissue Samples"). Client will provide the tissue to Viagen, and Viagen will store one set of cultured cells from each animal ("Cultured Cells") at cryogenic temperatures for the Term of this Agreement ("Services").

1.1 If Client already has Tissue Samples stored with an entity other than Viagen and desires to transfer such material to Viagen, Client will arrange and pay for shipment of the such material to Viagen, under shipping methods and conditions agreed to in advance by Viagen.

2. Term. This Agreement is effective from the Effective Date until terminated by either party as set forth herein.

3. Fees. The Initiation Fee is due at the inception of this Agreement, and at the time this Agreement is amended to add any animals. Viagen will not perform any of the Services described in Section 1 hereof with respect to any animal until the Initiation Fee for such animal is received. Viagen will invoice Storage Fees on the anniversary of the Effective Date. Client agrees that Viagen may change the Fees for Services at any time in its sole discretion, without notice to Client. Client will pay Viagen $300 for each Biopsy Kit that is not used. If Client fails to pay any amount due herein by its due date, Client agrees to pay Viagen a finance charge equal to the lesser of the maximum interest rate allowed by law or 18% per annum of the entire unpaid balance due.

4. Application of Fees to Cloning Services Agreement. If Client and Viagen enter into an agreement for cloning services whereby Viagen will attempt to clone an animal or animals from a line of Cultured Cells, Viagen will apply the amounts paid for the Initiation Fee and annual Storage Fees for that particular line of Cultured Cells towards the cloning fees due under that cloning services agreement.

5. Payment. Client will pay Viagen the Initiation Fee via credit card. If the Client fails to return the Biopsy Kit to Viagen, Viagen will refund $1,300 to the Client (retaining$300 for the unused Biopsy Kit). Client will pay Storage Fees within 30 days of the date of Viagen's invoice.

6. Return Delivery. Subject to Section 8, at the written request of Client, Viagen will deliver to the location directed by Client, any or all Cultured Cells within 10 days of receipt of such request. All

expenses for packaging and shipment, including all charges for any third party agents and insurance during transport, will be the sole responsibility of Client. Viagen will invoice Client for these costs, and Client will pay the full amount within 10 days of the invoice date.

7. Representations of Client. Client represents and warrants that (a) it is the empowered representative or the lawful owner of the Animals and the Tissue Samples, (b) it has sufficient rights to use, and to permit Viagen and its subcontractors to use, the Animals and Tissue Samples as contemplated by this Agreement,(c) has the full capacity and authority to enter this Agreement, (d) the Tissue Samples originated in the United States, or such Tissue Samples are lawfully within the United States or will be shipped to Viagen in the United States in accordance with applicable United States law, (e) client agrees to immediately inform Viagen of any change in ownership of the Cultured Cells by signing a Transfer Agreement and (f) it will identify in this contract if cell lines for cloning efforts have been genetically manipulated (i.e. transgenic or gene edited) prior to shipment to lab and nuclear transfer.

8. Property Rights.

8.1 Cultured Cells. Client shall be the sole and exclusive owner of Cultured Cells at all times during the term of this Agreement and, subject to Section 8, following termination or expiration of this Agreement. Within 30 days from the expiration or termination of this Agreement, Client must provide written direction to Viagen stating the location to which Client desires to have Cultured Cells delivered at Client's expense. Where no such written direction is received within 30 days of termination of this Agreement, Viagen shall dispose of the Cultured Cells and any other tissue provided by Client.

8.2 Security Interest. Client hereby grants to Viagen a security interest in and agrees that Viagen has and will continue to have a security interest in the Cultured Cells (to the extent Client has any ownership interest in such property) to secure payment of all amounts due under this agreement.

9. Termination.

9.1 Termination by Viagen. Viagen may terminate this Agreement at any time without cause upon providing Client written notice of termination. Upon receipt of notification of termination under this Section 8.1, Client must provide Viagen with written direction as to the location Client wishes to have Cultured Cells delivered or otherwise direct Viagen as to the disposal of Cultured Cells. Where no such written direction is received within 30 days of termination of this Agreement, Viagen may dispose of Cultured Cells. Viagen will have no right to use, sell or reproduce, or allow others to use, sell or reproduce, Cultured Cells.

9.2 Termination by Client. Client may terminate this Agreement without cause by providing 30 days written notice to Viagen prior to such termination, provided, however, that in such event Client agrees to pay Viagen for the cost of labor, materials and expenses incurred by Viagen in performance of this Agreement through the date of termination to the extent that such expenses are in excess of the previous payments made by Client. Client shall pay Viagen all amounts due within 30 days of the date of Viagen's invoice. If payment is not received within 30 days of invoice, Viagen may destroy the Cultured Cells. In the event of termination pursuant to this Section 8.2, Client will not be entitled to a refund of any amounts paid to Viagen under this Agreement.

9.3 Termination for Breach. In the event that either Party hereto fails to perform any of its obligations hereunder, or to comply with the terms and conditions of this Agreement, and (if such breach is capable of remedy) fails to remedy the same within 30 days after service of a notice by the other Party, or within 5 days in the event of a failure to pay any amount due hereunder, or any Party shall become insolvent, the other Party hereto shall have the right to terminate this Agreement by giving 7 days notice in writing to the defaulting Party. In the event of termination due to a breach by Client, Viagen may destroy all Cultured Cells.

9.4 Effect of Termination. The termination of this Agreement from any cause shall not release any Party from any liability which has already accrued at the time of termination or which thereafter may accrue in respect of any act or omission occurring prior to such termination. Sections 6, 7, 9, 10, 11, 12 and applicable subparts of Section 13 will survive termination of this Agreement.

10. No Warranty. VIAGEN MAKES NO EXPRESS OR IMPLIED WARRANTY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Additionally, Viagen disclaims any warranty that the Cultured Cells will be usable to produce animal clones. Viagen is not responsible for any loss associated with the storage of cells, including but not limited to, LN2 refrigerator failure, cell line contamination or senescence. Client acknowledges that Tissue Samples or Cultured Cells may be contaminated or infected with disease prior to their shipment to Viagen, and that Viagen makes no representation or warranty with respect to the contamination or infection of Tissue Samples or Cultured Cells.

11. Insurance. Client will maintain any and all insurance as Client deems appropriate on Client's property in Viagen's possession. Client acknowledges and agrees that Viagen will use reasonable care in preserving Client's property, but that Viagen does not insure the safety of or provide insurance coverage on any of Client's property.

12. Indemnification. Client shall indemnify and hold harmless Viagen, its parent, subsidiaries, affiliates, successors, assignees, employees, officers, directors, agents, or subcontractors from and against any and all suits, claims, losses, forfeitures, demands, fees, damages, liabilities, costs, expenses, obligations, proceedings, or injuries, of any kind or nature, including reasonable attorney's fees which Viagen may hereafter incur, become responsible for, or pay out as a result of the Client's breach of any term or provision of this Agreement, or a claim of lien or encumbrances made by third parties.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL VIAGEN BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ECONOMIC DAMAGE OR LOST PROFITS, REGARDLESS OF WHETHER VIAGEN SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL VIAGEN'S LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAYABLE TO VIAGEN UNDER THIS AGREEMENT.

14. Miscellaneous

14.1 Assignment. Client may not assign or otherwise transfer this Agreement without the prior written consent of Viagen, such consent to not be unreasonably withheld.

14.2 Forum and Legal Fees. The Parties agree that prior to initiating any legal proceedings against the other, the Parties will engage a neutral mediator who will be charged with assisting the parties to reach a mutually agreeable resolution of all contested matters. The mediation shall take place in Texas, USA and will be conducted in the English language. The mediator shall be chosen by mutual agreement of the Parties and the mediator's fees shall be borne equally by the Parties. In the event that a mediator cannot be agreed upon by the Parties, each Party shall choose a mediator and the two mediators shall together choose a third mediator who will conduct the mediation. The costs of the two mediators chosen to choose the third mediator shall be borne equally by the Parties. The Parties agree to participate in the mediation in good faith.

14.3 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

14.4 Waiver. No term or provision hereof will be considered waived and no breach of this Agreement excused unless such waiver or consent is in writing. The waiver or consent to a breach of any provision of this Agreement shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach.

14.5 Force Majeure. Neither Party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing Party. The Party so affected shall notify the non-affected Party in writing within ten (10) days after the beginning of any such cause that would affect the Party's performance.

14.6 Headings. The section and paragraph headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

14.7 Successors and Assigns. The Parties intend this Agreement to bind any and all of the Parties' successors, heirs, and assigns.

14.8 Survival. All provisions that logically ought to survive termination of this Agreement shall survive.

14.9 Entire Agreement. This Agreement supersedes, terminates, and otherwise renders null and void any and all prior written or oral agreements or understandings between the Parties relating to the subject matter of this Agreement. Except as otherwise provided in this Agreement, only a written instrument signed by both Parties may modify this Agreement.

14.10 Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Subject to the terms and conditions set forth in this Agreement and in witness whereof, the Parties have executed this Agreement.

VIAGEN	CLIENT
Signature: ___________________	Signature: ______________________
Name: ______________________	Name: ________________________
Title: _______________________	Date: __________________________
Date: ________________________	

Optional

Autopay Authorization Form

Schedule your storage fee payment to be automatically charged to your credit card. Just complete and sign this form to get started.

Recurring Payments Will Make Your Life Easier:

- It's convenient; saving you time and postage.
- Your payment is always on time, eliminating Finance Charges.

Here's How Recurring Payments Work:

You authorize a regularly scheduled annual storage fee to your credit card. A receipt for each payment will be emailed to you. You agree that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from us.

Please complete the information below:

I ________________________________ (full name) authorize Viagen to charge my credit card for payment of my annual storage fee, per animal that is stored with Viagen.

Billing Information:

Billing Address ____

City, State, Postal Code, Country ____

Phone Number ______________________________ Email Address ____

Payment Information:

Card Type: ☐Mastercard| ☐VISA| ☐AMEX| ☐Discover|

Card Number: _____________________________________

Expiration: ______________(mm/yy) CVV: ______________

Cardholder Name: ___________________________________

Signature____ Date___________________________

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Viagen in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions with my credit card company or bank; so long as the transactions correspond to the terms indicated in this authorization form.