

Oncomatrix, Inc.

Assurance Form for Human-Derived Biomaterial

Before human-derived biomaterial can be shipped from Oncomatrix, the principal investigator must sign this statement, agreeing to adhere to the following conditions.

To expedite the order, please fax the signed Assurance Form to Oncomatrix at: 760-752-3372. The original must be mailed to the following address:

Oncomatrix, Inc.
1717 Brighton Hill Court
San Marcos, CA 92069
USA

USE

The recipient acknowledges that the conditions for use of the research materials (DNA, RNA, cDNA, protein samples and tissue sections) are governed in accordance with DHHS regulations (45 CFR Part 46). The recipient agrees to comply fully with all such conditions and to report promptly to Oncomatrix any unanticipated problems involving risks to subjects or others. The recipient remains subject to applicable state and local laws or regulations and institutional policies which provide additional protection for human subjects.

The recipient agrees not to try to identify or contact the submitter of the sample or the donor subject from whom the biomaterial was derived.

WARRANTY

Oncomatrix is committed to providing quality products to the research community. Oncomatrix warrants that the products meet or exceed the performance standards described in the product specification sheets. If you are not completely satisfied with any product, our policy is to replace the product or credit the full purchase price and delivery charge. No other warranties of any kind, expressed or implied, are provided by Oncomatrix, Inc. Oncomatrix's liability shall not exceed the purchase price of the product. Oncomatrix, Inc. shall have no liability for direct, indirect, consequential or incidental damages arising from the use, results of use, or inability to use its products.

RESTRICTIONS ON REDISTRIBUTION, COMMERCIAL USE AND RESALE

Oncomatrix is dedicated to providing the research community with high quality products and services to accelerate the understanding of the development of human diseases, particularly cancer. In accordance with this mission, there is no restriction on development of commercial products resulting from the knowledge gained from studies using Oncomatrix research

biomaterial. However, use of the samples, and products derived from them, are subject to the restrictions below, to which the undersigned agree.

The undersigned agree that:

Biomaterial obtained from Oncomatrix may be used as standards or controls by the original recipient laboratory, including fee-for-service diagnostic laboratories and quality control or quality assurance programs. Recipients of biological samples for this use are responsible for complying with all laws and regulations applicable to the intended use of the materials, including any requirements for FDA approval.

Secondary distribution and shared use of the biomaterial or the distribution of products derived from samples obtained from Oncomatrix, with or without charge, is prohibited except under specific permission from Oncomatrix.

I, the undersigned, have read and understand this document and agree to adhere to the restrictions and warnings stated therein.

Name of Institution: _____

Principal Investigator _____

Signature: _____

Date: _____