

REQUEST FORM GENETICA® SERVICES

To: Gene Friend Way, Inc. ("The Company")

Full Name:	Genetica® ID
Date of birth:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female
Ethnicity: <input type="checkbox"/> Asian - Country: _____	<input type="checkbox"/> Caucasian

If the Requestor is under 21 years old, the Legal Guardian must fill in the form below and sign at the end of this page

Full Name of the Legal Guardian:	Genetica® ID
Relationship: <input type="checkbox"/> Father <input type="checkbox"/> Mother <input type="checkbox"/> Other: _____	

I agree to receive the report via email and Genetica® mobile application (which can be accessed using either my Genetica® ID and/or the below mobile number)

Mobile number:	Email:
Address:	

In order to proceed with the gene test service and the issuance of the report, I hereby undertake the following:

1. The tested sample is saliva ("Sample"), being collected voluntarily according to the instructions of The Company. I assure that the taken Sample is legal (no enforcement or error when collecting or sampling) and I agree to compensate The Company for any damage or loss, which is caused by the illegal sample.
2. The sample is stored in the Saliva Collection Kit which should be noted with the identical information in the Request Form Genetica® Services ("Request Form"). The Company uses this information for the issuance of the Report and is not responsible for the accuracy of my provided information.
3. I understand that the purpose of providing the saliva is to analyze and decode genes/DNA and provide more information about my genes (no medical advice is provided) in order to help me understand my genes comprehensively and adjust my lifestyle and nutrition for a better life and health.
4. I understand that the lifestyles, foods, occupation, environment, etc. may cause the disorder of gene or develop the disordered gene.
5. In case the Requestor is under 18 years old, I confirm I am his/her birth father/mother or legal guardian and have his/her consent to take the gene test service of Genetica® and to carry out the content mentioned in this Request Form.
6. I have read and accepted all contents in the Request Form including the Letter of Consent for Genetic Testing of The Company in the following page.
7. I fully agree that The Company proceed with the gene test service(s) with my given Sample.
8. I understand that the Report is sent via Genetica® mobile application which can be accessed using the registered mobile phone number and Genetica® ID. I have read and accepted all the terms & conditions of using the Genetica® mobile application in the following links:
 - App Store (IOS): <https://apps.apple.com/vn/app/genetica/id1475880490>
 - Google Play (Android): <https://play.google.com/store/apps/details?id=com.genetica.id>

COLLECTOR/INSTRUCTOR

(Signed with Full Name)

....., date month year

REQUESTOR
and/or Legal Guardian if under 21 years old

(Signed with full name)

THE LETTER OF CONSENT FOR GENETIC TESTING

This Letter of Consent for Genetic Testing (the "Letter") summarizes essential information of the genetic test (the "Test"), which is conducted by Gene Friend Way, Inc., which incorporated under License No. 4086894 issued by the Secretary of State of California on 5th December 2017 (also referred to "we", "us" or "Gene Friend") and/or its Partner, i.e. Gene Friend Vietnam Company Limited which duly incorporated under the Enterprise Registration Certificate No. 0108276596 issued by the Department of Planning and Investment of Ho Chi Minh City on 16th May 2018, and/or any other third parties which have valid agreements with the Gene Friend in the conduct of the Test (the "Permitted Parties"). It also explains how the sample and/or data of client (also referred to "Client" or "you"), including unlimited personal information, health information, which are provided for Gene Friend by the Client, will be stored and used for the Test and other specific purposes later on. It is essential that the Letter must be signed by the Client, as a way of acknowledging the Client's thorough understanding and consent, so that we can proceed with the Test and/or follow stages thereof. The Client is NOT required to undergo the Test. It is highly recommended that you should consult with a genetic consultant, healthcare provider and/or any other health specialists (the "Health Specialists") for better understanding of the Test.

For the avoidance of any doubt:

a. "Client" or "you" whose name, information and signature are specified in the Request Form Genetica® Services ("Request Form").

b. The Request Form and the Saliva Collection Kit that you have fulfilled and submitted to Gene Friend and all documents referred to the Letter which shall be integral parts of the Letter.

1. Purpose of the Test

The Test will be conducted for analyzing and decoding the human genes/DNA at the Client's request and for Research Purpose (as defined herein below). By undergoing the Test, the Client will be provided with information and general recommendations rendered basing on the Test result (the "Report"). Any and all information and/or recommendations specified in the Report (the "Gene Information") aims at the **purpose of your reference** only, and should always be considered together with your health information as well as the health information of the others who have direct consanguinity with you, such as lifestyle, medical history, family history, risk factor, biomedical data, nutrition and physical activities. We do NOT provide any medical advice directly to the Client, as a result the Gene Information shall NOT be treated, in any manner, as medical advice.

2. Benefit and Risk of the Test

a. The Test will help to analyze and decode the Client's gene based on which we will be able to provide the Client with the Gene Information by issuing the Report. Any of such Gene Information is only for the purpose of your reference and/or the support for the Health Specialists in diagnosis and treatment.

b. During the process of the Test, we are not responsible for considering the health conditions in the past, at present and/or any other medicine that the Client has been used and/or using, even when such information is provided for us by the Client. You should consult with the Health Specialists before following the Gene Information given in the Report.

3. Testing Procedure

a. Upon the receipt of qualified saliva sample provided by the Client (the "Sample") and the full payment for corresponding requested service(s) (the "Payment"), we will perform the Test once this Letter and the Request Form are fulfilled and duly signed by the Client. In such case, Gene Friend is responsible for issuing the Report to the Client within 60 (sixty) working days (the "Period"). For the avoidance of any doubt, the Period is exclusive of Saturday, Sunday and/or any National Holiday in accordance with the laws of Vietnam and/or the laws of the USA, and Gene Friend is not responsible for any delay in issuing the Report which is caused by the event of force majeure. The Report shall be made in English and translated into Vietnamese, recorded and responsible for by Gene Friend.

b. The Client acknowledges and agrees that Gene Friend has the right to transfer the Sample and/or Client's Information (as defined herein below) to the Permitted Parties for the purpose of conducting the Test, provided that the Permitted Parties shall comply with the regulations on Privacy and Security provided herein.

c. ONLY the Client and/or any person who is expressly designated in writing by the Client is allowed to access the Report at Gene Friend or receive the Report via registered email by the Client.

d. We reserve the right to suspend the Test and withhold the Report until receiving the full Payment from the Client.

e. Where the Sample provided for us by the Client, due to Client's fault, is unpurified, insufficient and/or unqualified to decode or extract DNA, or where the Test is failed, regardless of the reasons and/or faults of such fail, the Client shall, at our request, provide us with another Sample, but shall not pay additional fees for re-collecting the Sample and re-conducting the Testing. However, in such case, the delay time shall not be included in the Period and Gene Friend shall not be responsible for any and all fees or expenses incurred by the Client as a result of such delay.

f. Gene Friend certainly have the right to reject the process of the Test and/or sending the Report without any legal and refund responsibility for the Client, in any one of the following circumstances:

- The Sample is unqualified for conducting the Test because the Client does not comply with the Gene Friend's process and/or direction for taking the Sample.

- The Sample provided for us by the Client is not enough to conduct the Test.

- The Client does not provide for us, upon our request, with health information, medical conditions and medical history of the Client and of the others who have direct consanguinity with the Client, which are related to the Test.

- Gene Friend has a reason to believe that there is fraud and/or dishonesty committed by the Client, which may cause legal obligations to Gene Friend.

g. The Client should be aware and acknowledged that the Payment is only for the scope of services as specified in the Request Form fulfilled and submitted to Gene Friend by the Client, and the Client must be responsible for all additional fees and expenses for any additional service(s) requested by the Client.

4. Additional Use of Sample and Information

a. Unless there is no Sample left after the Test or damage due to natural conditions, the residual Sample after the Test will be retained for a period of 03 (three) months as the date the Client receives the Report. If the Client does not request a return of the residual Sample within such retained time, such Sample will be destroyed or used for research and/or laboratory purpose (the "Research Purpose") in accordance with our procedures and at our sole discretion. In case of requesting for the return of Sample by the Client, the Client shall bear any and all costs involved (e.g. transportation fee, etc.) which will be informed in advance.

b. In addition, the information we collected from your provision via the Letter, the Request Form and/or any other forms (if any) related to conducting the Test, including (but not limited) to your personal data, health information and identity information (the "Client's Information") may also be additionally used for, and only for the Research Purpose as mentioned above, without publicly disclosing in details of the Client's identity information.

c. Notwithstanding the foregoing, the Client's Information, Gene Information and Report without the Client's identity information can be used for the Research Purpose in accordance with our procedures and regulations on Privacy and Security herein.

d. You have to clearly understand that in case of the Sample and the Client's Information are used for the Research Purpose, you may not receive and/or have the right to claim for any payment or compensation from the resulting innovations (if applicable).

e. Gene Friend certainly have the right to provide the Gene Information, Sample and the Report to the competent authorities for the investigation purpose at their request.

5. Privacy and Security

a. We understand and respect the privacy, information safety and security of the Client, and therefore we ensure that we don't disclose the Gene Information, the Report and the Client's Information to any third parties, unless being expressly agreed herein or otherwise agreed by the Client, and unless having the request by the competent authorities in accordance with the applicable laws.

b. The Client have to understand and agree that during the process of the Test and/or the Report may be accessed by the staffs/employees of Gene Friend or its Permitted Parties, who perform the tasks in relation to the Test and/or Research Purpose, including unlimited to the tester, researcher, record keeper, etc.

6. Disclaimer

a. The Report and its Gene Information thereof are for the purpose of information and reference only, and shall not be construed, in any way, as medical advice of the Health Specialists. Using Gene Information and the Report is entirely at the sole discretion of the Client. We are not responsible for the use of the Report, its Gene Information and/or any information on our website by Client for any health and/or medical issue as well as any other purposes. In any case, it is highly recommended that you consider carefully and consult with the Health Specialists.

b. We are not responsible for any error or omission caused by the Client or any other third parties during the collection and/or delivery of the Sample. Any Sample that does not have sufficient information as specified in the Request Form and the Saliva Collection Kit will be subjected to cancellation and non-reservation. Depending on the case, Gene Friend may reserve the right to request additional fees, in which case, the delay time shall not be included within the Period.

c. In any case, only the Client is responsible for the completion, accuracy and legitimacy of the Client's Information and/or the Sample provided by it. The Client undertakes to keep Gene Friend and its Permitted Parties harmless from any and all dispute, fine, complaint, claim, act or legal responsibility, under any manner, made by any third parties, including competent State agencies, which arise from and/or related to using and exploiting in accordance with this Letter the Client's Information, Sample provided by the Client. The Client is responsible for indemnifying Gene Friend and its Permitted Parties for any and all damages as well as reimbursing Gene Friend and its Permitted Parties for any and all expenses, including attorney's fees, incurred by Gene Friend and/or its Permitted Parties in relation to the resolving of any and all above indemnified matters, if any.

d. We are not responsible for any disclosure of the Gene Information, the Report and/or the Client's Information caused by the omission of the Client in keeping the confidentiality thereof. In such a case, you understand that you cannot make any claim against and/or request for any compensation from Gene Friend or its Permitted Parties.

7. Consentaneity

I am the Client or his/her birth father/mother or legal guardian have read (or have been read to by another person) all of the information and provisions in this Letter, and that I clearly and thoroughly understand its contents. I was given the opportunity to ask my questions in relation to the Test or the Research Purpose, of which have been answered to my satisfaction. Specifically, I freely and voluntarily acknowledge as follows:

a. I freely and voluntarily undergo this Test.

b. I certify that I am the individual providing the Sample, and that I am 18 years of age or older.

c. This Test is not intended to accurately diagnose of any my diseases, at present or in the future, but to give me general recommendations based on the results of the Test only, of which the use is at my sole discretion.

d. I should neither consider any recommendations based on the Test result as medical advices nor use it for medical purposes without consulting with the Health Specialists.

e. The Test may not be performed as intended, or provide inaccurate results if I have failed to provide accurate information and qualified Sample as required, or if I have certain rare biological conditions.

f. The Sample and information I provided for Gene Friend can be transferred by Gene Friend to the Permitted Parties for the purpose of conducting the Test.

g. My residual Sample, personal information, Gene Information and/or Report may be used and disclosed by Gene Friend for the Research Purpose, under the procedures of Gene Friend and in accordance with applicable laws.

The Requestor has fully read and agree to all content in this The Letter Of Consent For Genetic Testing