



New Account Setup Form

Sales Rep:	Date:
Account Information	
Account Name:	
Address (if multiple addresses please list on back of form):	
City, State, Zip Code:	
Telephone:	Fax:
Main Contact Name:	Main Contact Email:

Shipping Information
Check if kits should be shipped to the above address to the attention of the "Main Contact" <input type="checkbox"/>
Shipping Contact (Name and Phone Number):
Shipping Address:
City, State, Zip Code:

Physician Information		
Please list names (if additional please write on back)	Please list corresponding NPI numbers	Test Results should be delivered to:
		Email: Fax:
		Email: Fax:
		Email: Fax:
		Email: Fax:

Billing Information
<input type="checkbox"/> Patient Bill <input type="checkbox"/> Clinic Bill
If Clinic Bill, who should invoices be addressed to?
To what address should invoices be sent? <input type="checkbox"/> Same as shipping address (if different please write in)

Signature of authorized person indicating acceptance of Terms and Conditions attached hereto:

Signature _____ Date _____

Name _____

Title _____



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STANDARD TERMS AND CONDITIONS

The following standard terms and conditions shall apply to the provision of genetic testing services (the "Services") by Natera, Inc. ("Natera") to the Account Name referenced above (the "Center"):

1. SERVICES

- 1.1 Natera shall provide the Services requested by the Center for its patients.
- 1.2 Center will follow Natera's instructions for collection and shipment of patient samples. Center shall be responsible for correct labeling of samples, maintaining the integrity of samples and shall conduct all other activities hereunder in compliance with all federal, state and local applicable rules and regulations. Natera shall only accept responsibility for the handling of samples once they have been delivered to and accessioned by Natera.
- 1.3 Natera shall deliver final reports via facsimile and/or via email and/or web access to the Center using the fax number and email address supplied by the Center.

2. BILLING AND REIMBURSEMENT

- 2.1 Center shall allow Natera to bill patients or applicable third party payors directly for Services and will indicate whether they want Natera to bill either the Center or the patient for Services. Payment will be invoiced within 30 days of test results, and payment is due within 30 days of invoice receipt. Center shall cooperate with Natera in supplying any information necessary for Natera to bill and collect for the Services as described herein.

3. INDEPENDENT CONTRACTORS

- 3.1 Natera and Center are independent contractors and not partners or joint venturers with each other hereunder. Nothing in these terms and conditions shall be construed as authorizing or appointing either party or any of its agents, representatives, or employees to represent the other in any matter. No employee or independent contractor of Natera shall be deemed an employee or independent contractor of Center hereunder.
- 3.2 Nothing in these terms and conditions shall be construed as permitting Center to exercise control over the professional judgment or professional methods of Natera. Each party hereto shall exercise its own independent professional judgment at all times hereunder.
- 3.3 Natera shall provide the Services but shall not provide medical care to patients.
- 3.4 Center will provide medical care and counseling to patients in connection with the services it provides to patients.

4. CONFIDENTIAL INFORMATION

- 4.1 Each party hereto shall maintain the confidentiality of the medical records of all patients receiving Services hereunder in accordance with all applicable federal and state laws and regulations as may be adopted from time to time, including without limitation the Health Insurance Portability and Accountability Act.

5. FORCE MAJEURE

- 5.1 Natera shall be excused from non-performance to the extent such non-performance arises out of causes beyond the control and without the fault or negligence of Natera. Such cases include, but are not limited to, acts of God or terrorism, acts of any government either in its sovereign or contractual capacity, fires, floods, epidemics, strikes, freight embargo or common carrier delay.

6. WARRANTY DISCLAIMER

- 6.1 Neither party makes any warranty with respect to the subject matter hereof or the success of any activities contemplated hereby. Further, each party disclaims all warranties of any kind, whether written, oral, implied or statutory, including all warranties of non-infringement, merchantability and fitness for a particular purpose and any warranties that may arise from course of dealing or usage in trade.

7. RELEASE

- 7.1 Except for damages arising out of willful or reckless actions, neither party shall be liable to the other for indirect, incidental, consequential, exemplary, or special damages, including, without limitation, damages for lost profits, regardless of the form of action whether in contract, indemnity, warranty, strict liability, or tort.

8. GENERAL

- 8.1 These terms and conditions constitute all terms and conditions agreed between the parties. These terms and conditions cannot be altered, modified, discharged or amended, in whole or in part, except by a written document executed by the parties hereto.
- 8.2 Neither party shall assign their obligations hereunder in whole or in part without the written consent of the other which shall not be unreasonably withheld provided, however, Natera may assign its obligations hereunder without such consent to any person or entity which acquires all or substantially all of its assets or the business to which these Services primarily relate. These terms and conditions shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 8.3 All notifications given hereby shall be in writing, and shall be deemed given when (i) personally delivered, or (ii) three days after being sent by prepaid certified or registered mail, or (iii) on the date of transmission if sent by email or facsimile during a business day, or otherwise on the next business day, to the address of the receiving party as set forth herein.
- 8.4 These terms and conditions shall be governed by and construed in accordance with the laws of the State of California.
- 8.5 If any of the provisions of these terms and conditions shall be declared invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of such invalidity; or unenforceability only, without in any way affecting the remaining provisions of these terms and conditions.