

PRIVATE LABEL AGREEMENT

This agreement is made effective _____
between .

_____ and GENOTECH, Inc.

GENOTECH is providing to _____ a private
label that has been .

designed to meet the needs of _____ and it is
agreed the label is .

GENOTECH's label. This label is only to be used on GENOTECH
products and only applied .

by GENOTECH authorized personnel. Any use of this label without
prior written .

authorization from GENOTECH will be considered a breach of this
contract and .

_____ agrees to indemnify, defend and hold
harmless GENOTECH, Inc.

from and against all claims, suits, damages, losses and expenses
including but not limited

to attorney's fees arising out of or resulting from any unauthorized
use of this

private label.

Customer

GENOTECH, Inc.

