

Cells4Life
the experts in stem cell processing



Service Agreement



Dear Parents,

This is the Cells4Life Cord Blood collection, testing and cryopreservation agreement and it is a legal document. We request that you read it very carefully as it sets out the entire agreement between us. All of your information will be held in strict confidence.

For your reference, this document is divided into the following parts:

SECTION 1 PARENT INFORMATION

SECTION 2 SERVICES, PLANS AND PRICING INFORMATION

SECTION 3 STATEMENT OF CONSENT

SECTION 4 MEDICAL QUESTIONNAIRE

SECTION 5 CORD BLOOD PROCUREMENT, PROCESSING, TESTING AND CRYOPRESERVATION AGREEMENT

SECTION 6 PAYMENT METHODS

Using block capitals please fully complete Sections 1 to 6 and return one copy of the Agreement to us keeping the other for your own records.

If you have any questions please do not hesitate to contact us.

Yours faithfully

A handwritten signature in blue ink, appearing to read "WM Channon", is written over a light blue rectangular background.

Wayne M Channon

Chairman



Section 1 - Parent information

Mother's details

Mother's name: _____ ("Mother")
 Date of birth: _____
 Mother's address: _____

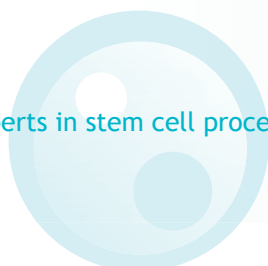
 _____ Postcode: _____
 Country: _____
 Home telephone: _____
 Mobile telephone: _____
 Work telephone: _____
 Fax: _____
 Email address: _____

Father's details

Father's name: _____ ("Father")
 Date of birth: _____
 Father's address: _____
 (if different) _____
 _____ Postcode: _____
 Country: _____
 Home telephone: _____
 Mobile telephone: _____
 Work telephone: _____
 Fax: _____
 Email address: _____

Birth details

Estimated delivery date: _____
 Name of delivering hospital: _____
 Name of Midwife: _____
 Name of Obstetrician: _____
 Planned delivery method: Normal / Caesarean



Section 2 - Services, plans and pricing information

Services

Stem Cell Types

Mesenchymal Stem Cells (MSCs)	Regenerative	✓	
Very Small Embryonic Like Stem Cells (VSELs)	Regenerative	✓	
Haematopoietic Stem Cells (HSCs)	Blood Disorders	✓	✓

Growth Factors

Cord Blood Factor	✓
Erythropoietin	✓
GCSF	✓
Interferon	✓
IGF-I	✓

+Cord

Mesenchymal Stem Cells (MSCs)	Regenerative	✓	✓
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Uses

Regenerative	✓
Regenerative	✓
Blood Disorders	✓
Blood Disorders	✓

Platinum

✓
✓
✓
✓
✓
✓

Gold

✓
✓

Prepaid Storage Plan

All deposits are non-refundable

Storage Term	Non-refundable Deposit	CORD BLOOD		+CORD TISSUE	
		GOLD Balance Fee for Processing & Storage	PLATINUM Balance Fee for Processing & Storage	Non-refundable Deposit	Balance Fee for Cord Tissue
20 Years	350 <input type="checkbox"/>	680 <input type="checkbox"/>	745 <input type="checkbox"/>	100 <input type="checkbox"/>	125 <input type="checkbox"/>
25 Years	350 <input type="checkbox"/>	740 <input type="checkbox"/>	905 <input type="checkbox"/>	100 <input type="checkbox"/>	160 <input type="checkbox"/>
30 Years	350 <input type="checkbox"/>	800 <input type="checkbox"/>	1,065 <input type="checkbox"/>	100 <input type="checkbox"/>	195 <input type="checkbox"/>

Note:

- The deposit is payable on booking and the remainder on successful storage of your baby's stem cells. The package includes a Storage Fee of GBP 350.

- Multiple births and twin discount packages are available. Discounts will also be offered to repeat customers.

- If the full payment is not received within 14 days of the confirmation letter date, an automatic GBP 300 administration fee will be charged.



Section 3 - Statement of consent

Cord Blood storage is a procedure that requires your informed consent. You may withdraw your consent to all or any of these services at any time. It is important that you read the Welcome Pack and the other parts of this document provided by Cells4Life fully before committing to this service. We encourage you to seek advice from other sources and to ask any questions before committing to this.

Procurement

Cells4Life will send you an appropriate Collection Kit for the Service you choose. Only Blood and Tissue procured using an appropriate Cells4Life kit will be processed. The Collection Kit can only be used by a trained and licensed healthcare professional or phlebotomist. We are also required by law to obtain a maternal blood sample from you, procured at or within 7 days of birth. I understand that there is no guarantee or assurance of the success of the collection procedure or that the Cord Blood/Tissue will be suitable for processing or storage.

Transport

Following procurement, your Cord Blood sample and maternal blood sample will be packaged into the Collection Kit box and handed to you. You must then contact your local Cells4Life representative using the telephone number provided. Please be aware the Collection Kit box must remain with you at all times until the Cells4Life representative takes possession of this.

Processing & Storage

Upon receipt at the laboratory, your sample will be processed in accordance with the Service you have selected in Section 2. Cryopreserving agent is added to the Cord Blood and Tissue and the Cord Blood is split into multiple portions and frozen.

Testing

Maternal sample The tests required by law are: HIV I and II, HTLV (Human T-cell Lymphotropic Virus), Syphilis, Hepatitis B (both core antibody and antigen test) and Hepatitis C. You need to be aware that results of testing may provide you with previously unknown information regarding your health status. In the event of a positive result we will write to you detailing the results and advising you to seek medical advice. You are then responsible for doing this.

Cord Blood All samples will be assessed for total nucleated cell count.

Cord Blood and Tissue sample All samples will be assessed for microbial sterility. In the event of a positive result you will be notified of the nature of the contamination. You will then need to decide whether you wish to continue storage or dispose of the sample and notify us of this decision. Due to the non-sterile nature of birth there is a risk of contamination that cannot be avoided.

Results, records and disposal

We will contact you once the Cord Blood has been received and processed to inform you of the blood volume and viability. Once all other test results are completed and payment has been received we will forward your certificate with all results. Cells4Life will maintain a hard copy and electronic copy register of all information in confidence. In the event a sample is required to be destroyed, this will be done by autoclaving and incineration.

Treatments

I understand that the effectiveness and success of using stem cells for specific therapeutic treatments depends on the circumstances of each individual case. Even if the stem cells are successfully stored and are capable of use in therapeutic treatments, the success of such treatments cannot be guaranteed.

By signing this I confirm I have received sufficient information to make an informed decision. I confirm my understanding of the procedures and tests involved and I consent to these.

Signature of Mother

Signature: _____

Date: _____

Section 4 - Medical questionnaire

To be completed by the Mother.

Please answer the following questions to the best of your knowledge providing details in the comments section below for any question(s) to which you may have answered yes.

	Yes	No
1. Do you have or have you ever had any of the following:		
i. History of a disease of unknown origin?	<input type="checkbox"/>	<input type="checkbox"/>
ii. Malignant disease?	<input type="checkbox"/>	<input type="checkbox"/>
iii. Systemic infection which will not be controlled at the time of birth, including bacterial diseases, systemic viral or fungal or parasitic infections?	<input type="checkbox"/>	<input type="checkbox"/>
iv. History, clinical evidence or laboratory evidence of HIV, acute or chronic hepatitis B, hepatitis C, HTLV I/II or Syphilis?	<input type="checkbox"/>	<input type="checkbox"/>
v. History of chronic, systemic autoimmune disease?	<input type="checkbox"/>	<input type="checkbox"/>
vi. Recent vaccination with a live attenuated virus where a risk of transmission is considered to exist?	<input type="checkbox"/>	<input type="checkbox"/>
vii. Transplantation with xenografts?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you or a blood relative have:		
i. Creutzfeld-Jacob Disease (CJD)?	<input type="checkbox"/>	<input type="checkbox"/>
ii. Rapid progressive dementia?	<input type="checkbox"/>	<input type="checkbox"/>
iii. Degenerative neurological disease?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you ever been the recipient of:		
i. Hormones derived from the human pituitary gland?	<input type="checkbox"/>	<input type="checkbox"/>
ii. Grafts of cornea, sclera or dura mater?	<input type="checkbox"/>	<input type="checkbox"/>
iii. Undocumented neurosurgery where dura mater may have been used?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you ever ingested or been exposed to a substance (such as cyanide, lead, mercury, gold) that may be transmitted to recipients in a dose that could endanger health?	<input type="checkbox"/>	<input type="checkbox"/>
5. Are you taking any immunosuppressive drugs?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you travelled outside of the country in the 6 months prior to your due date?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you ever knowingly acquired any disease or illness such as malaria, yellow fever or sleeping sickness?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have you become ill following a mosquito bite in the last 6 months?	<input type="checkbox"/>	<input type="checkbox"/>
9. Any other known conditions, diseases or illnesses?	<input type="checkbox"/>	<input type="checkbox"/>
10. Please confirm if the Father can answer Yes to any of the above. If Yes, please detail below or on a separate piece of paper.	<input type="checkbox"/>	<input type="checkbox"/>
11. In the past 2 months have you travelled to any areas affected by Ebola Virus?	<input type="checkbox"/>	<input type="checkbox"/>
12. In the past 2 months have you come into contact with any person who has recently (in the past 2 months) returned from an Ebola affected area?	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Please check www.transfusionguidelines.org for specific queries on diseases or treatments you are receiving.



Section 5 - Cord Blood procurement, processing, testing and cryopreservation agreement

This document is important and you will be legally bound by it. Please read it carefully, seek legal and medical advice and let us know if you have any questions before signing.

This Agreement is between (insert full name of Parent(s)):

_____ AND _____
(referred to in this Agreement as "Parent" or "you")

AND

Cells4Life Group LLP (Company number OC357135), whose registered office is at Units 2 & 3 Oak House, Woodlands Office Park, Albert Drive, Burgess Hill, RH15 9TN (referred to in this Agreement as "Cells4Life", "we" or "us").

The terms and conditions contained within this Agreement form a legally binding agreement between us which relates to the procurement, processing, testing, storage, distribution and import/export of the umbilical cord and/or placental cord blood of your Child(ren) and your maternal blood sample. In signing this Agreement, you acknowledge and agree that Cells4Life is in no way providing medical advice, care or treatment to you or anyone else.

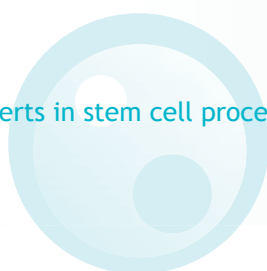
1. General terms

1.1 Definitions

- 1.1.1. "Cord Blood" means the umbilical and/or placental cord blood together with any Stem Cells.
- 1.1.2. "Child" refers to your child(ren) who is/are due on the expected delivery date as notified to us and in relation to whose umbilical Cord Blood we are supplying you with a Collection Kit.
- 1.1.3. "Main Service" means the collection and storage of Cord Blood. In this Agreement "collection" excludes the procurement of Cord Blood.
- 1.1.4. "Deposit" means the Deposit as detailed in the "Payment methods" section set out in Section 6 of this Agreement.
- 1.1.5. "Separation" means the process of separating Red Cells, Plasma and Buffy Coat from the Cord Blood, and the words Separate, Separates and Separated shall be interpreted accordingly.
- 1.1.6. "Red Cells" means the red coloured cells found in Cord Blood.
- 1.1.7. "Plasma" means the cord blood plasma extracted during Separation.
- 1.1.8. "Buffy Coat" means the fraction of the Cord Blood containing blood-forming cells remaining once Separation is completed.
- 1.1.9. "Services" means the Main Service if You only purchase the Main Service. In the event that You purchase the optional +Cord Service, "Services" shall mean all the services purchased collectively.
- 1.1.10. "Statement of consent" means Section 3 of this Agreement which details the Cells4Life service and which records your consent to the service particulars.
- 1.1.11. "Stem Cells" means the stem cells contained within the Cord Blood OR the Buffy Coat obtained after Separation
- 1.1.12. "Storage Fee" means the fees as detailed in the "Payment methods" section set out in Section 6 of this Agreement.
- 1.1.13. "Third Party Costs" means the cost of the Collection Kit, laboratory fees, any applicable courier fees and any applicable charges made by medical practitioners for procuring the Cord Blood.
- 1.1.14. "Tissue" means the umbilical cord tissue sample together with any stem cells.
- 1.1.15. "+Cord Service" means the collection of Tissue in addition to Cord Blood.

1.2 The +Cord Service

- 1.2.1. The +Cord Service is optional and additional to the Main Service. You may choose to receive the +Cord Service only after agreeing to the Main Service. The +Cord Service is not available to you if you do not purchase the Main Service.



CORD BLOOD PROCUREMENT, PROCESSING, TESTING AND CRYOPRESERVATION AGREEMENT

- 1.2.2. In the event that the Cord Blood is not viable for storage but the Tissue is, Cells4Life will store the Tissue notwithstanding clause 1.1.15. In the event that only the Tissue is stored, a charge of £1270 per Child shall apply in addition to the deposit paid.
- 1.2.3. Where the +Cord Service is purchased the term Cord Blood shall in all subsequent clauses in this Agreement include the Tissue.

2. Your instructions

- 2.1. Unless the Donor is deemed competent by law, we will act upon the written instructions of you or such other person as authorised by law in relation to the storage and use of the Stem Cells. Otherwise we are required to act upon the instructions of the Child in relation to the further storage and use of the Stem Cells. However, please note that this Agreement is between you and us and you remain liable for the payment of any fees which arise under the terms of this Agreement for the duration of the term of this Agreement.
- 2.2. Except where this Agreement is terminated in accordance with clause 12.3 the Stem Cells shall at all times remain the absolute and sole property of the Child and Cells4Life holds the Stem Cells on the terms set out in this Agreement.
- 2.3. Where you choose to Separate the Cord Blood:
 - 2.3.1. the Cord Blood shall be Separated by Cells4Life in accordance with clause 6.2;
 - 2.3.2. the Buffy Coat shall remain the property of the Child; and
 - 2.3.3. the Plasma and Red Cells will be disposed of as clinical waste unless you check the box on the Consent document to transfer absolute and sole ownership of these to Cells4life. If you transfer ownership to Cells4life then we are under no obligation to provide you with any information relating to the use of the Plasma or Red Cells.
- 2.4. Where you choose not to Separate the Cord Blood, any reference to Stem Cells within the remainder of this Agreement shall be deemed to be a reference to Cord Blood.

3. Supply of Collection Kit

- 3.1. We will send the Collection Kit to you once you have sent us the following:
 - 3.1.1. A fully completed and signed copy of this Agreement;
 - 3.1.2. the Deposit;
 - 3.1.3. A signed copy of Section 3
- 3.2. If you are expecting more than one Child, you must notify us and pay the Deposit (detailed in Section 2) for each Child for whom you want Stem Cells to be stored by us. A separate Collection Kit must be used for each Child and we will send you the number of Collection Kits you have requested and paid for as detailed in Section 2.
- 3.3. We will endeavour to send the Collection Kit(s) to your address within seven (7) working days of receipt of this Agreement and the Deposit.
- 3.4. We do not guarantee any time for delivery of the Collection Kit and cannot accept responsibility for any delays in delivery which are beyond our control. If you have not received your Collection Kit within fourteen (14) days, please notify us and we will investigate.
- 3.5. In the event that you require a Collection Kit to be sent to you by courier you are responsible for paying to us the courier costs.
- 3.6. We will send the Collection Kit to the address specified by you in Section 1 of this Agreement unless notified otherwise.
- 3.7. If you notice any fault with the Collection Kit, please return it to us and we will arrange for a replacement Collection Kit to be sent to you.
- 3.8. If you have been sent the wrong number of Collection Kits, you must contact us as soon as possible. We will then rectify the matter.
- 3.9. The Collection Kit is only to be used in respect of the Child due on the estimated delivery date as notified to us in Section 1. The Collection Kit is uniquely bar coded to refer to you and your Child and must not be used by or for any other person or any other child. If you do not use this Collection Kit for the Child then you must not use this Collection Kit for any other child unless this has been specifically agreed with us in writing.

4. Procurement of Cord Blood

- 4.1. It is a regulatory requirement that the procurement of Cord Blood using a Cells4Life Collection Kit must be carried out by an appropriately qualified and authorised person. Further details relating to this can be found in Section 3 and Cells4Life is happy to advise you further on this. Procurement of Cord Blood by a person that is not properly qualified and authorised is a breach of the Human Tissue (Quality and Safety for Human Application) Regulations 2007. Further you should be aware that the viability of the Cord Blood may be affected if it is not procured by an appropriately qualified and authorised person in accordance with our UK Cord Blood and Tissue Procurement Protocol. Cells4Life reserves the right to refuse to store Cord Blood which it believes has not been procured in accordance with its procurement protocol.
- 4.2. Cells4Life does not procure, and is in no way responsible for the procurement of the cord blood, and it is your sole responsibility to arrange the collection by a qualified medical professional in accordance with Cells4Life cord blood collection protocol.
- 4.3. In the event that the Cord Blood is unable to be procured you may cancel this agreement in accordance with the terms set out in Clause II.
- 4.4. In the event that you decide not to proceed with the procurement of the Cord Blood you may cancel this agreement in accordance with the terms set out in Clause II.
- 4.5. Once the Cord Blood has been procured, it is your responsibility to ensure that the Collection Kit is signed to confirm that it is your Child's Cord Blood contained in the Collection Kit. If you have more than one Child and have more than one Collection Kit, you must clearly identify each Child on their respective Collection Kit.
- 4.6. Cells4Life shall not be liable to you in any way if it is unable to process Cord Blood due to a failure by you to carry out your obligations under this Clause 4.

5. Delivery of Cord Blood to Cells4Life

- 5.1. Once the Cord Blood has been procured, it is your responsibility to ensure that the Collection Kit is handed directly to the courier and you must telephone Cells4Life's twenty-four (24) hour collection line to arrange for our courier to collect your Collection Kit.
- 5.2. You remain responsible for the Collection Kit until our courier collects it from you and you understand that the Cord Blood must be delivered to us within forty-eight (48) hours of the birth, otherwise it may not be viable for either storage and/or future use.
- 5.3. Cells4Life shall not be liable to you in any way if it is unable to process Cord Blood due to a failure by you to carry out your obligation under this Clause 5.

6. Minimum volumes and sample testing

- 6.1. If in our opinion either
 - 6.1.1. the volume of Cord Blood collected is too small; or
 - 6.1.2. the viability of Cord Blood collected is too low to be suitable for cryopreservation of the Stem Cells we will contact you to discuss your wishes regarding processing and storage of the Stem Cells. If you decide to proceed with the storage, we cannot give you any guarantee that there will be sufficient volume if the Stem Cells are required in the future and you acknowledge this if you ask us to proceed.
- 6.2. Where the Separation service is requested there is a minimum volume requirement of 45ml, in the event this minimum volume is not reached Separation cannot be undertaken and the Cord Blood will be processed and stored as Whole Cord Blood and any additional fees will be charged.
- 6.3. There is a risk that Cord Blood can be contaminated either prior to or during the procurement process. Contamination can affect the viability and the future suitability of the Cord Blood for therapeutic use. Cells4Life will arrange for a sample of the Cord Blood to be tested for contaminants and we will notify you of the results. If requested, a copy of the results can also be sent to your Child's general medical practitioner to be placed on your Child's medical records. Cells4Life will continue to store the Cord Blood in accordance with this Agreement even if testing has shown it to be contaminated until we receive instructions from you to dispose of the Cord Blood.
- 6.4. A maternal blood sample must be provided within seven (7) days of procurement of the Cord Blood and will be tested for disease markers as specified by current EC legislation as detailed in Section 3. The results of which will be notified to you and a copy will be provided to the Mothers' general medical practitioner if requested by the Mother. We will provide the appropriate material for this collection within the kit.
- 6.5. In order to procure, process, test, store and cryopreserve the Cord Blood Cells4Life requires your consent as evidenced by the appropriately completed and signed Statement of Consent. As explained in Section 3 you may feel unable to consent to all the procedures set out in Section 3 or alternatively you may at any point withdraw your consent to some or all of these procedures. As a result Cells4Life may not be able to carry out the necessary procurement, processing and testing of the Cord Blood to enable the Stem Cells to be stored successfully and in accordance with the law. In this case Cells4Life will terminate the

Agreement in accordance with Clause 12. Cells4Life is happy to discuss this with you further.

- 6.6. In the event that the Cord Blood collected is found to have been contaminated, and you acknowledge that it may not be suitable for storage or any future use, you authorise us to destroy the Cord Blood. In such circumstances, this Agreement will be cancelled and we will reimburse all of the fees already paid by you to us as detailed in Payment methods, excluding any Third Party Costs and the non-refundable Deposit.

7. Warranties

- 7.1. We warrant to you that the services will be provided using reasonable care and skill and, provided that you comply with your obligations, in accordance with this Agreement.
- 7.2. You warrant to us that:
- 7.2.1. you are the Parent/Legal Guardian of the Child with legal responsibility for the Child;
 - 7.2.2. you have the right to enter into this Agreement on behalf of your Child; and
 - 7.2.3. entering into this Agreement does not violate any local laws or regulations, as regards any country where the Cord Blood is being drawn.
- 7.3. IMPORTANT – You acknowledge and accept that we cannot give any guarantees with respect to any:
- 7.3.1. suitability of Cord Blood and/or Stem Cells for the future treatment of diseases;
 - 7.3.2. successful treatment of diseases through Cord Blood and/or Stem Cell transplantation;
 - 7.3.3. advantages of Cord Blood and/or Stem Cell transplantation over other types of treatment using Stem Cells; or
 - 7.3.4. successful transplantation of the Cord Blood; and you enter into this Agreement with this understanding.

8. Limit of Cells4Life's liability

IMPORTANT

Subject to the terms set out in this Clause our liability to you under the Terms of this Agreement is as follows:

- 8.1. OUR LIABILITY TO YOU IN RESPECT OF ANY FAULT RELATING TO THE Collection Kit is limited to the cost of replacing the Collection Kit and/or reimbursing any Storage Fee paid by you.
- 8.2. Our liability to you in respect of ANY LOSS OR DAMAGE DUE TO OUR NEGLIGENCE, OR THE NEGLIGENCE OF ANY OF OUR EMPLOYEES, shall be limited to DIRECT LOSSES YOU SUFFER WHICH WE COULD HAVE REASONABLY FORESEEN AT THE DATE OF THIS AGREEMENT UP TO THE MAXIMUM AMOUNT of one million pounds (£1million).
- 8.3. Nothing in this Agreement seeks to exclude our liability for the following:
- 8.3.1. ANY DEATH OR PERSONAL INJURY CAUSED AS A DIRECT RESULT OF OUR NEGLIGENCE, OR THE NEGLIGENCE OF OUR EMPLOYEES
 - 8.3.2. Fraud or fraudulent misrepresentation.
- 8.4. We shall in no way be liable to you for any loss or damage suffered by you as a result of your failure to comply with the terms of this Agreement.
- 8.5. Subject to Clauses 8.1, 8.2 and 8.3 we exclude all other liability for damage or loss suffered in connection with this Agreement whether direct or indirect to the maximum extent permitted by law.
- 8.6. You acknowledge and understand that we shall not be liable to you, or be considered to be in breach of this Agreement, because of any delay in performing, or any failure to perform, any of our obligations if the delay or failure was due to your acts or omissions or to any other cause beyond our reasonable control.
- 8.7. Should there be loss of the Cord Blood/Stem Cells whilst in the care of Cells4Life, which was beyond our control, we will reimburse a proportion of the Storage Fee prepaid (on a pro rata basis for the remaining storage term paid for).
- 8.8. You acknowledge that the Cord Blood collected will be divided into at least two separate portions. Both of these samples may be kept together at one location for some time until being dispatched to a second site. Therefore in the event of any loss or damage to the Cord Blood/Stem Cells for whatever reason it may not be possible to have a "back-up" sample.

9. Fees

- 9.1. The Storage Fee is detailed in Section 2 and is payable by you to Cells4Life in accordance with the terms of Payment methods. The Fees are intended to cover the costs of administration, Collection Kit, testing, processing and secure storage for the relevant period as detailed therein.
- 9.2. Any further fees which may be chargeable to you will be notified to you at the time, if applicable. This may include courier service charges which will be charged to you in the event that you withdraw the Stem Cells in accordance with section 13. We may also charge for our costs incurred in transferring the Stem Cells to another service provider if you wish us to do so in

accordance with section 12.

- 9.3. If any payment due under this Agreement remains unpaid for a period of more than 14 days after the date on which it fell due, Cells4Life shall be entitled to be paid an additional fee of £300 to cover the administration costs incurred in dealing with a late payment. For the avoidance of doubt the figure of £300 is a genuine attempt by Cells4Life to estimate the costs it would incur in those circumstances.
- 9.4. All of our fees are quoted to include any applicable VAT.

10. Term

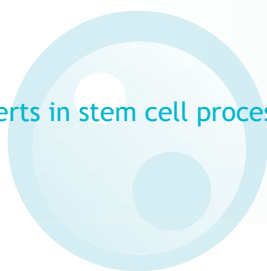
- 10.1. Subject to the rights of termination set out in this Agreement the term of this Agreement shall commence on the date Cells4Life receives this signed Agreement and the Storage Fee and shall terminate after an initial period ("the Initial Term") of either Twenty (20) years, Twenty five (25) years, or Thirty (30) years from the Child's birth date.
- 10.2. The Agreement may be continued after expiry of the Initial Term upon agreement by us and upon receipt by us of the following:
 - 10.2.1. written instructions from the Child that he or she wishes us to continue storing the Cord Blood; and
 - 10.2.2. payment of the appropriate Storage Fee which shall be notified to you at the time.

11. Your cancellation and termination rights

- 11.1. You may cancel this Agreement upon notifying us in writing as follows:
 - 11.1.1. for any reason, within seven (7) working days of receiving the Collection Kit provided that you have not opened the sealed Collection Kit or used it for any purpose and you return the Collection Kit to us at your cost and in the same condition as when you received it; or
 - 11.1.2. in the circumstances set out in Clauses 4.3 or 4.4; or
 - 11.1.3. in the circumstances set out in Clause 6.1 or 6.6; or
 - 11.1.4. in the event that:
 - (a) a resolution is passed or a winding up order is made for the winding up of Cells4Life; or
 - (b) an order is made for the appointment of an administrator; or
 - (c) Cells4Life enters into a voluntary arrangement with any of its creditors; or
 - 11.1.5. at any time after the expiry of the Initial Term by giving us not less than thirty (30) days' notice.
- 11.2. In the event that you terminate this Agreement under Clauses 11.1.1, 11.1.2 and 11.1.3 we shall refund the Storage Fee that you have paid to us less any Third Party Costs which have been incurred.
- 11.3. In the event that you decide to terminate the Agreement under Clause 11.1.5 we shall refund the Storage Fee that you have paid or that is due to us under the terms of this Agreement on a pro rata basis for the balance of any storage term remaining as detailed in Section 2 less any Third Party Costs which have been incurred.
- 11.4. In the event that you decide to terminate the Agreement under clause 11.1.4. or 11.1.5. we shall at your written request (or that of the Child in the event that the Child is 18 or over), upon payment of all sums due to Cells4Life under this Agreement and at your cost use our reasonable endeavours to transfer the Stem Cells to an alternative storage provider of your choice, provided that transfer to such a storage provider is in compliance with applicable legislation.

12. Our cancellation and termination rights

- 12.1. We may terminate this Agreement and stop providing the Services to you at any time in the event that we are unable to continue to perform the services for any reason beyond our reasonable control including (but not limited to) an Act of God, fire, flood or other natural disaster, war, riot, insurrection or other civil commotion, strike lock-out or other industrial action, embargoes, shortage of labour, unavailability of raw materials or a change in the law. In such circumstances, we will endeavour to notify you and, if you request us to do so and if we are able to do so, we will transfer the Stem Cells to your alternative nominated storage provider at your risk and cost. We shall refund the balance of any Storage Fee you have paid on a pro rata basis for the balance of any storage term remaining as detailed in Payment methods.
- 12.2. We may terminate this Agreement in the circumstances set out in Clauses 4.1, 6.5. or 6.6.
- 12.3. We may terminate this Agreement if you fail to make any payment in respect of the Storage Fee within thirty (30) days after such payment falls due. If this Agreement is terminated in accordance with this clause 12.3 ownership of the Stem Cells will pass to us and we may then dispose of or otherwise deal with the Stem Cells as we see fit including, but not limited to, allogeneic use (i.e. for use on a person other than the Child) without any further reference to you. In those circumstances clause 13 shall not apply.
- 12.4. We may (without limiting any other remedy available) at any time terminate this Agreement by giving notice to you if you do not comply with any of your obligations under this Agreement and (if possible) fail to resolve the issue within thirty (30) days after being required to do so.



- 12.5. Upon termination of this Agreement under Clause 12.2 we shall refund the Storage Fee that you have paid to us less any Third Party Costs which have been incurred.
- 12.6. Upon the termination of this Agreement for any reason (except where indicated that there is no requirement of further reference to you) we will, at your request, transfer the Stem Cells to another storage provider at your risk and cost. Such transfer to another storage provider will only be effected where we are legally permitted to do so and once any sums due to Cells4Life from you in respect of the Storage Fee has been paid. If you do not request the Stem Cells to be transferred to another storage provider within thirty (30) days of the termination of this Agreement, or you fail to make all due payments within thirty (30) days of termination of this Agreement, you acknowledge and agree that we may dispose of the Stem Cells at our sole discretion.
- 12.7. It is your responsibility to ensure that we have a current contact address for you and also for the Child once the Child has reached the age of 18. It is also your responsibility to advise the Child of any rights it may have in relation to the Stem Cells. You agree to indemnify Cells4Life against any loss or damage it may suffer as a result of failure to do this.
- 12.8. In the event of corporate failure the samples will be moved to an HTA licensed storage premises in accordance with the Human Tissue (Quality and Safety for Human Application) Regulations 2007.

13. Release of Cord Blood

This clause 13 shall apply except where this Agreement has been terminated in accordance with clause 12.3, in which case it will cease to be of any effect.

- 13.1. IMPORTANT – We will only release the Stem Cells in accordance with legislation prevailing at the time, and on the written request of you (or your Child if over eighteen (18)) and the treating medical practitioner provided that the request gives the Child's unique reference number, or if release is required by any Court Order. We will only release the Stem Cells to a designated hospital address, or an alternative storage provider, and provided all Fees due having been paid.
- 13.2. IMPORTANT – We will not release the Stem Cells where to do so would contravene any law. Any notice, from you or a physician, must state the name of the individual and the address to which the Stem Cells should be delivered and the date upon which it is required. We shall arrange for our courier to deliver the Stem Cells to that address and on that date if reasonably possible. You agree that the costs of delivery are at your sole expense and we may invoice you for any such costs incurred which you agree to pay by return upon receipt.
- 13.3. We shall use all reasonable endeavours to deliver the Stem Cells on any requested date but you must give us as much notice as possible and you acknowledge and agree that we will not be responsible for any delays in delivery beyond our reasonable control.
- 13.4. The authorised person who receives the Stem Cells will be required to sign an acknowledgement of receipt form to confirm that the Stem Cells have been received at the named address in good order. You will be solely responsible for the Stem Cells as soon as they are delivered and you accept that we will no longer be responsible.
- 13.5. Permitted use
- 13.5.1. Unless the conditions set out in paragraph 13.5.2 are complied with, Stem Cells stored under the terms of this Agreement shall be released for autologous use only, i.e. for use directly for the Child.
- 13.5.2.
- (a) If the Stem Cells are to be used for persons other than the Child (allogeneic use) then either:
 - (i) Polymerase Chain Reaction (PCR) testing must be repeated on the original maternal sample prior to release, in accordance with paragraph 6.4; or
 - (ii) a further maternal sample is to be provided and tested at least 180 days after birth.
 - (b) Should the further maternal blood sample not be collected, or not be viable for testing, the Stem Cells may not be used for allogeneic use and Cells4Life shall not be liable for any resulting loss.
- 13.5.3. Subject to paragraph 3 and paragraph 13.5.2(a)(ii) above Cells4Life can supply further blood Collection Kits and testing.

14. Confidentiality and data protection

- 14.1. Cells4Life will use all reasonable endeavours to keep confidential all information relating to you and your Child. All samples to be tested will be labelled with unique reference numbers and bar coded. Personal information will only be held on our secure database and/or database backup. Information held by Cells4Life will only be released if required by your or your Child's medical practitioner for their internal confidential records or otherwise as requested by you. None of the information held on our database will be disclosed or released to Third Parties other than as required by law.
- 14.2. Cells4Life is registered under the Data Protection Act 1998 and will process all personal data in accordance with its obligations under that Act. By signing this Agreement, you consent to our holding and processing your and your Child's personal data (including sensitive personal data) for the purposes of performing our obligations under this Agreement and you also

acknowledge and agree that we may disclose any such personal data to your or your Child's medical practitioner on request or as otherwise required by law. Otherwise we will not disclose personal data to any other party without your consent. All requests must be made in writing to Cells4Life.

15. Miscellaneous

- 15.1. You understand that this Agreement is binding upon you and your respective successors and assigns.
- 15.2. No variations to this Agreement shall be made unless agreed in writing by us.
- 15.3. English law shall apply to this Agreement and the English Courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of this Agreement.
- 15.4. If any provision of this Agreement is decided by any Court or other competent authority to be wholly or partially invalid or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall not be affected and shall remain valid and enforceable.
- 15.5. This Agreement is solely for your benefit and, cannot be transferred to any other party. No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 15.6. If you change your address or any other details, you must promptly notify us in writing. You are responsible for ensuring that we have an up to date address for you and the Child once the Child reaches the age of 18 so that we may contact you and/or the Child if necessary.
- 15.7. This agreement embodies the entire agreement and understanding between us and supersedes all prior oral or written agreements, understandings or arrangements. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set out in this agreement save for any representation made fraudulently.

By signing this agreement, you agree that you understand, accept and agree with the above terms:

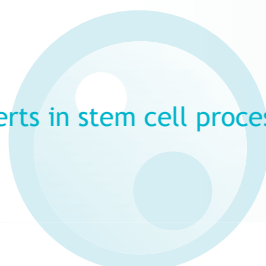
Signature of Parent(s) or Legal Guardian

Name: _____ AND _____

Signature: _____ AND _____

Date: _____

CORD BLOOD PROCUREMENT, PROCESSING, TESTING AND CRYOPRESERVATION AGREEMENT



Section 6 - Payment methods

We accept payment by credit card, cheque or bank transfer.

By Cheque

(UAE only)

Please make cheques payable to MED CELLS INTERNATIONAL FZ LLC and send to:
 MED CELLS INTERNATIONAL FZ LLC
 Office 407, Building 25
 Dubai Healthcare City
 Dubai, UAE

By Bank Transfer

Account Name: MED CELLS INTERNATIONAL FZ LLC
 IBAN (AED Account): AED510200000030058051001
 IBAN (SAR Account): AED770200000030058051212
 IBAN (USD Account): AED670200000030058051101
 Swift Code: BBME AEAD
 Bank: HSBC
 Al Wasl Road, Near Safa Park,
 Jumeirah P.O. Box 66, Dubai, UAE

By International Bank Transfer

Account name: Cells4Life Group LLP
 Bank: NatWest Bank PLC
 South Kensington Station Branch
 PO Box No 592
 18 Cromwell Place
 London SW7 2LB
 UK account number: 64907376
 UK sort code: 51-50-01
 IBAN: GB33 NWBK 5150 0164 907376
 BIC: NWBK GB 2L
 Reference: Mother's last name or where known, customer number.

Addendum - Clause 13 Release of Cord Blood

- (i) As detailed in clause 13.2 of the Service Agreement, in the event of a cord blood sample being released you agree that the costs of delivery are at your sole expense and we may invoice you for any such costs incurred which you agree to pay by return upon receipt.
- (ii) Cells4Life will cover the transportation and delivery costs in the the event of Stem Cells being released as part of treatment for any of the following conditions/diseases:

Acute Leukaemias

- Acute Lymphoblastic Leukaemia (ALL)
- Acute Myelogenous Leukaemia (AML)
- Acute Biphenotypic Leukaemia
- Acute Undifferentiated Leukaemia

Chronic Leukaemias

- Chronic Myelogenous Leukaemia (CML)
- Chronic Lymphocytic Leukemia (CLL)
- Juvenile Chronic Myelogenous Leukaemia (JCML)
- Juvenile Myelomonocytic Leukaemia (JMML)

Myelodysplastic Syndrome

- Myelodysplastic Syndrome (MDS)
- Refractory Anaemia (RA)
- Refractory Anaemia with Ringed Sideroblasts (RARS)
- Refractory Anaemia with Excess Blasts (RAEB)
- Refractory Anaemia with Excess Blast in Transformation (RAEBT)
- Chronic Myelomonocytic Leukaemia (CMML)

Haematopoietic Cell Disorders

- Aplastic Anaemia (Severe)
- Congenital Dyserythropoietic Anaemia
- Fanconi Anaemia
- Paroxysmal Nocturnal Haemoglobinuria (PNH)
- Pure Red Cell Aplasia
- Acute Myelofibrosis
- Agnogenic Myeloid Metaplasia (Myelofibrosis)

Lymphoproliferative Disorders

- Non-Hodgkin's Lymphoma
- Hodgkin's Diseases

Phagocyte Disorders

- Chediak-Higashi Syndrome
- Chronic Granulomatous Disease

Plasma Cell Disorders

- Multiple Myeloma
- Plasma Cell Leukaemia
- Waldenstrom's Macroglobulinemia

Other Malignancies

- Ewing Sarcoma
- Neuroblastoma
- Testicular Cancer

Inherited Platelet Abnormalities

- Amegakaryocytosis / Congenital Thrombocytopenia

Inherited Metabolic Disorders

- Aspartylglucosaminuria
- Adrenoleukodystrophy
- Alpha-mannosidosis
- Congenital Erythropoietic Porphyria
- Fucosidosis
- Gangliosidosis
- Gaucher's Disease
- Hunter's Syndrome
- Hurler Disease
- Hurler-Scheie Disease
- I-cell Disease
- Infantile Ceroid Lipofuscinosis
- Krabbe Disease
- Lesch-Nyhan Syndrome
- Metachromatic Leukodystrophy
- Maroteaux-Lamy Syndrome
- Morquio Syndrome
- Mucopolysaccharidosis
- Neiman-Pick Disease
- Sandhoff Disease
- Sanfilippo Disease
- Sialidosis
- Tay Sach Disease
- Wolman Disease

Histiocytic Disorders

- Familial Erythrophagocytic Lymphohistiocytosis
- Histiocytosis-X
- Haemophagocytosis

Inherited Immune System Disorders

- Ataxia-Telangiectasia
- Kostman Syndrome
- Myelokathexis
- Leukocyte Adhesion Deficiency
- Di George Syndrome
- Bare Lymphocyte Syndrome
- Omenn's Syndrome
- Severe Combined Immunodeficiency (SCID)
- SCID with Adenosine Deaminase Deficiency
- SCID with absence of T & B Cells
- SCID with absence of T Cells, Normal B Cell
- Common Variable Immunodeficiency
- Wiskott-Aldrich Syndrome

Inherited Haemoglobinopathies

- Thalassemia
- Sickle cell