

Client Service Agreement for Cord Blood Stem Cell Collection and Storage

Each undersigned Legal Guardian, on their behalf and the behalf of their unborn child ("Child"), request under this Agreement, that USA Cord Bank, ("UCB" or "We" or "Our" or "Us") arrange for the processing, storage and testing of Umbilical Cord Blood ("Cord Blood") subsequent to the birth of their Child. Each of the undersigned acknowledges the following legally binding terms of this Agreement, between UCB and each undersigned, Legal Guardian or Parent (hereinafter, the "Client" or "You" or "Your"). If the Client has a surrogate, the surrogate's signature below shall indicate the General Release of all claims related to any direct or derivative claims against the Child, the Legal Guardian(s) and UCB.

1. **Services Provided.** These services include, but are not limited to, your Healthcare Provider collecting a unit of Cord Blood immediately following the birth of the Child. Subsequent to a successful collection, the Cord Blood will be shipped to, tested and processed at one of our laboratories (hereinafter the "Laboratory"). Finally, it will be cryopreserved (placed into a long term frozen state), and stored for future use.
2. **Purpose of Agreement.** Cord Blood is cryopreserved for possible therapeutic use in the event that the Child's stem cells may be needed to treat the Child or other members of the Child's immediate or extended family. You understand and acknowledge that stem cells from alternative sources, such as bone marrow, are currently used to treat various life-threatening conditions such as leukemia, other cancers and blood disorders. You understand that Your Child's Cord Blood is being stored for the possible use by the Child or other family members who may need a stem cell transplant in the future. You understand that cryopreservation of cord blood is a relatively new procedure, and, while laboratory tests and studies thus far have indicated it is a successful method of preservation of cord blood, no long-term assurances can be made about the effectiveness of preservation. You also acknowledge that successfully collecting, storing and transplanting stem cells from Cord Blood does not guarantee successful treatment(s), and that stem cells used in a clinical setting require the prescription of a licensed physician. You also understand that the physician or regulations may require supplemental testing if a transplant occurs.
3. **Collection of Cord Blood.** We will provide You with a Collection Kit prior to the Birth of your child and instructional materials to You and Your physician/midwife, after having received confirmation of signature of the UCB Service Agreement & Maternal Health History Sheet.
4. **Shipment of Cord Blood.** After Birth, You are responsible on contacting the number provided on the Return Shipment Instructions for the collected Cord Blood to the Laboratory, with the pre-printed, prepaid courier information contained in your Kit. You are responsible for following the enclosed directions and properly packing the Cord Blood for shipment to the Laboratory. UCB representatives will be available by telephone if you need assistance with this process.

5. **Testing and Storage of Cord Blood.** Upon receipt at the Laboratory, the Cord Blood and any required maternal samples will undergo any tests required by the Laboratory. You will receive notification whether the Cord Blood meets standard requirements for storage. It is unlikely yet possible that re-testing for infectious diseases after the delivery of the Child may be required in accordance with new regulations or new industry standards. If the Cord Blood is eligible for processing and storage, the Laboratory will process and maintain the Cord Blood at cryogenic temperatures. We reserve the right to transfer the stored Cord Blood with or without Your consent to another storage facility during the term of this Agreement at Our expense.
6. **Ownership of Cord Blood.** You agree to be the custodian of the Cord Blood until the Child reaches eighteen (18) years of age. When the Child becomes eighteen (18) he or she will become the custodian of the Cord Blood. In the event of nonpayment of any fees that are or become due under the terms of this Agreement, all rights to, title to, and ownership of the Cord Blood will be relinquished to Us. We may, at Our discretion, utilize, donate or dispose of the Cord Blood after this Agreement has been terminated for nonpayment. If You have a surrogate, the surrogate's signature below acknowledges that the surrogate has any and all claims to the Cord Blood.
7. **Retrieval of Sample for Use.** In the event the Cord Blood is requested by a licensed physician for treatment, You shall provide written notification to Us. The notice shall include the name and address of the physician and hospital receiving the Cord Blood. You shall be responsible for any and all preparation, shipping or transfer fees or costs incurred by Us. In addition, all fees due to Us must be paid in full prior to a transfer of the Cord Blood.
8. **Fees.** You agree to pay to Us the following fees associated with processing and storage of Cord Blood at the Laboratory, pursuant to the Storage Plan You have chosen. Furthermore, You agree to pay these fees according to the method of payment and Payment Plan You have selected on the attached Payment Form, which is incorporated by reference and now made a part of this Agreement. If you have already made payment, a Payment Details Invoice indicating your payment and selected plan has been provided to You. After the initial Plan term of this Agreement has expired, and during any subsequent renewal periods, We reserve the right to change Your annual storage fee to reflect any reasonable cost increases. We may incur. If a written refund request, signed by You, is received by Us 30 days prior to the Child's birth, all fees You have paid, except \$175, will be refunded.
9. **Term of Agreement.** This Agreement shall commence upon the date written next to the USB Representative's signature below. This Agreement shall remain in force for the length of time specified by the Storage Plan you have selected and it shall thereafter renew automatically for additional one year period unless either party notifies the other party in writing of their intent not to renew this Agreement. A non-renewal notice must be sent at least sixty (60) days prior to the anniversary date of this Agreement.
10. **Termination of Agreement by Client.** If You choose to terminate this Agreement, You may elect to have Your Child's Cord Blood transferred to a different facility. After the first year of our "Peace

of Mind Guarantee”, stemming from the time of enrollment, any expenses relating to the transfer of the Cord Blood as a result of the termination of this Agreement by anyone for any reason will be incurred by You. If You decide to terminate this Agreement, You will not be entitled to a refund of any amounts previously paid under this Agreement. If You do not make arrangements to transfer the Cord Blood to a licensed storage facility by the effective date of the termination, then all rights to, title to, or and ownership of the Cord Blood will be relinquished to Us, in which event We may, at Our discretion, utilize, donate or dispose of the Cord Blood.

11. **Termination of Agreement by UCB.** We may terminate this Agreement upon written notice to You if You fail to pay any fees within thirty (30) days of the due date. Upon termination of this Agreement for nonpayment, all rights to, title to, and ownership of the Cord Blood will be relinquished to Us, in which event UCB may, at its discretion, utilize, donate or dispose of the Cord Blood.
12. **Assignment.** UCB may assign this Agreement to any partnership, association, individual, corporation or other entity that provides similar services. In order to provide the best possible services to You, UCB may delegate responsibilities hereunder to one or more subcontractors who perform similar services as part of their regular business activities. This Agreement is not assignable by the Client without written notification to and written consent of UCB.
13. **NO WARRANTY OR GUARANTEE; LIMITATION OF LIABILITY.** You acknowledge that neither UCB nor the Laboratory nor any of their respective officers, directors, shareholders, executives, employees, agents or consultants have ever made any representations, guarantees or warranties, express or implied, to You of any type or nature, including without limiting the generality of the foregoing, nor have there ever been any representations, warranties or guarantees with respect to (i) suitability of Cord Blood for future treatment of diseases; (ii) successful treatment of diseases by Cord Blood transplantation; (iii) any advantage(s) of Cord Blood transplantation over other treatments using stem cells; and (iv) the merchantability or fitness for a particular purpose or use of any product or service hereunder. Client agrees that any claim against UCB or the Laboratory or the assignee of either, including any claim for loss, injury, damage or destruction directly caused by UCB's failure to exercise reasonable care in the storage of the Cord Blood, shall be limited to the total amount of fees paid by the Client to UCB under this Agreement.
14. **Client Consent and Understanding.** I hereby consent to and understand the following:
 - A. I consent to have my healthcare provider collect the cord blood after the birth of my child.
 - B. I understand that there are potential benefits to the collection of cord blood, including the procurement of stem cells to treat certain diseases, such as certain cancers and blood disorders. However, I understand that treatments based on stem cells are not the best treatment for all diseases, and that stem cell treatment for any particular disease may not be effective. I also understand that it is possible that better treatment alternatives may be developed in the future.



- C. I also understand that there are alternatives to obtaining stem cells from cord blood, such as from bone marrow, and that stem cells harvested from alternative sources have proven effective in treating the same diseases as stem cells harvested from cord blood.
- D. I understand that my child or my family may never need to use the cord blood.
- E. I understand that the decision to collect the cord blood will be made by my healthcare provider at the time of the delivery of my child. I further understand that the primary consideration during childbirth will be the health of my child and the birth mother, and that circumstances may exist in which the healthcare provider determines that it is in the best interests of the child or the birth mother that the cord blood not be collected.
- F. I understand that the cord blood may undergo various tests required by the Laboratory, including but not limited to, testing for stem cell concentration, nucleated cells, as well as bacteria, viruses and fungi, and that the testing may indicate that the cord blood may not be stored, or may only be stored in a fashion that it is quarantined from other stored blood.
- G. I understand that the cord blood will be stored at cryogenic temperatures pursuant to procedures normal for the industry. I understand that it is not known at this time how long cord blood can safely and effectively be stored using this process.
- H. I understand that I will be responsible of completing the "Maternal Health History Sheet" and it may not be possible to store the Cord Blood if the "Maternal Health History Sheet" and all other identifying documentation that may be needed, are completed in its entirety. If required, I consent to have a sample of my blood (and obtain the consent of birth mother, if different) drawn at the time of the delivery of my child, and to have my blood undergo various tests required by the Laboratory, included but not limited to, infectious diseases, including Hepatitis B, Hepatitis C, HTLV, cytomegalovirus and syphilis, and that UCB and/or the Laboratory may not store the Cord Blood if any of the tests are positive.
- I. If required, I hereby consent to have my blood (and obtain the consent of birth mother, if different) tested for the presence of antibodies for the Human Immunodeficiency Virus. I understand that a positive test result indicates that I have been exposed to the Virus and am infected, but it does not mean that I have AIDS or that I will become sick with AIDS in the near future. I understand that a negative test result indicates that I am probably not infected with the Virus, although I understand that I should be retested if I think I have been recently exposed to the Virus. I hereby consent and authorize UCB, its laboratories, or any other entity providing services to me to release any medical records or test results on file to any other provider as may be requested or required from time to time.
- J. You understand that, generally, confidential HIV-related information can only be given to people to whom I allow after I have signed a release form, but that the information may be given to individuals or government agencies only as required by law.
- K. I (and the birth mother if different) understand that there are risks to having my blood drawn, such as bruising, discomfort, redness or inflammation around the needle site.
- L. I understand and agree that UCB's liability for any breach of its obligations or other acts or omissions in connection with the services described in this Agreement is limited to the total amount I have paid to UCB under the Agreement. I hereby release UCB and its officers, directors, employees, agents, affiliates, successors and assigns from any and all other



liability for any and all loss, harm, damage or claim of any kind arising out of or related in any way to UCB's service. I understand that by this release I am giving up any right I might otherwise have, now or in the future, to sue or otherwise seek money damages or other relief against UCB for any reason relating to the Services, with the sole exception of seeking a return of any moneys paid under the Agreement.

- M. In addition, I hereby release my healthcare provider, the hospital or birthing center, and all of their officers, directors, employees, agents, affiliates, successors and assigns from any and all liability for any and all loss, harm, damage or claim of any kind arising out of or related in any way to the collection of the cord blood unit and the maternal blood samples. I understand that by this release I am giving up any right I might otherwise have, now or in the future, to sue or otherwise seek money damages or other relief against my healthcare provider, the hospital or birthing center, for any reason relating to the collection of the cord blood unit and the maternal blood samples.

14. **Notices.** Any and all notices that may be given in connection with this Agreement shall be in writing. Any notice(s) shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within 72 hours after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or by a "Next Day Air" service with a signature from the notified party evidencing receipt and properly addressed to the party at the address set forth on the signature page of this Agreement, or any other address that the party has designated by written notice to the other party. The Client agrees to promptly notify UCB in the event of a change in Client's current mailing address at any time during the term of this Agreement.

15. **Miscellaneous.** This Agreement, represents the entire Agreement between the parties concerning the subject matter hereof, and there are no understandings, agreements, or representations other than as set forth herein. This Agreement is binding upon the parties, their heirs, spouses, executors, administrators, successors and assigns. No modification, amendment or waiver of any provision of this Agreement, nor any consent to any departure by any party from the terms hereof, shall be effective unless the same be in writing and signed by all parties hereto. This Agreement shall be governed by the laws of the State of Georgia . If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby. UCB shall not be liable for any delay or failure to perform per the terms of this Agreement caused by Acts of God or other causes beyond the parties' control and without fault or negligence. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. **Arbitration.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Florida and no other law. Any claim for monetary damages or injunctive relief arising from or relating to this Agreement, USACordbank, LLC, shall be submitted to arbitration according to the commercial rules of the American Arbitration Association in Miami, Florida , and shall be finally and conclusively determined by the decision of a board of arbitration consisting of one (1) member. Any decision made by the arbitrator shall be final, binding and conclusive on the parties to the dispute, and entitled to be enforced to the fullest extent permitted by law. The arbitrator's decision shall be entered and submitted for Final Judgment in any court of competent jurisdiction.