



## **CORD BLOOD TESTING, PROCESSING, STORAGE AND INFORMED CONSENT AGREEMENT**

I/We, the undersigned (the "**CLIENT**"), on behalf of myself/ourselves and my/our unborn child (the "**Child**"), engage Cryo-Cell International, Inc. ("**CCEL**") to process, cryopreserve and store stem cells obtained from umbilical cord and/or placental blood collected at birth of the Child and to test the non-cord blood of the mother of the Child on the following terms (this "**Agreement**"). This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ (the "**Enrollment Date**") and legally binds CCEL and the CLIENT, including the birth mother of the Child.

1. **Services of CCEL; Testing, Processing, Preserving and Storage.** CCEL tests, processes, cryopreserves and stores stem cells obtained from umbilical cord and/or placental blood ("**Specimen**") collected at the birth of the Child; CCEL also tests the non-Specimen blood ("**Maternal Blood**") of the birth mother of the Child (the "**Mother**"). CCEL provides to CLIENT a collection kit for the collection of the Maternal Blood and Specimen for use at the birthing facility. When CCEL receives the Specimen and Maternal Blood, CCEL conducts the following tests: (a) a microbiological screen on the Specimen, and (b) a screen of the Maternal Blood for Syphilis, Hepatitis B, Hepatitis C, HIV, cytomegalovirus, and human T-lymphotrophic virus (collectively, the "**Testing**"). If the Specimen is accepted for storage, CCEL processes and stores the Specimen in a cryogenic cellular storage unit (a "**Unit**") until the termination of this Agreement. If a maternal blood draw is required the redraw sample should be received back to the lab promptly. CCEL's obligations are expressly limited to the services described in this Agreement.
2. **CLIENT Responsibilities.** On the Enrollment Date, CLIENT must complete the Enrollment Form (**Exhibit 1**) and the Maternal Health History which may include family medical or genetic history (**Exhibit 3**) and select qualified personnel to collect, prepare and label the Maternal Blood and the Specimen for delivery to CCEL. CLIENT agrees to read and execute the Authorization to Collect Cord Blood and Maternal Blood and Release from Liability (**Exhibit 5**). The selection of qualified personnel to collect, prepare and label the Maternal Blood and Specimen and payment for their services is CLIENT's sole responsibility. CCEL does not select, recommend or otherwise determine who will perform these services. There are circumstances which may prevent collection of the Specimen or a sufficient volume of Maternal Blood and Specimen. CLIENT will notify the courier, arrange for shipment, and if the CLIENT is not a U.S. or Puerto Rico resident, pay for shipment of the Specimen and Maternal Blood to the CCEL processing and storage facility within 48 hours of the collection of the Specimen and Maternal Blood. The selected courier is not an agent of CCEL and CCEL is not liable for any deterioration, loss or destruction of the Specimen or Maternal Blood prior to receipt by CCEL.
3. **Term of Agreement.** This Agreement will continue for one year after the birth of the Child and will automatically renew for successive one year periods unless terminated under **Section 16**, or, this Agreement will continue for twenty-one years from the birth of the Child if CLIENT chooses the 21-Year Storage Plan (**Exhibit 2**).
4. **Storage Terms.** The Specimen will be stored as follows:
  - (a) The Specimen will initially be stored in a CCEL Unit in Oldsmar, Florida. CCEL reserves the right to relocate the Specimen to another location within the United States. If the Specimen is relocated, CCEL will notify CLIENT within 60 days after such relocation.
  - (b) The Specimen will be stored separately from all other specimens.
  - (c) CCEL may refuse Specimen storage for any reason, including specimen age as determined by management.
  - (d) The Specimen will be stored so long as all fees have been timely paid.
  - (e) CCEL supports the Cryo-Cell Cares™ Program in accordance with its terms and conditions (see **Exhibit 6**).
5. **Fees for Services.** At Enrollment Date, CLIENT must choose either the Annual Storage Plan or the 21-Year Storage Plan by completing **Exhibit 2**. The fees for the Annual Storage Plan, 21-Year Storage Plan and any administration fees, if applicable, are shown on **Exhibit 2**.
  - (a) **Annual Storage Plan.** The Annual Storage Plan includes a Processing and Testing Fee and an Annual Storage Fee. A ten percent (10%) late fee is charged for the Annual Storage Plan payment that is more than 30 days past due.
  - (b) **21-Year Storage Plan.** Pursuant to the 21-Year Storage Plan, CLIENT makes a one-time payment

- which covers the Processing and Testing Fee and storage of the Specimen for a period of 21 years. The 21-Year Storage Plan payment is nonrefundable.
- (c) **Administration Fee.** If CLIENT fails to deliver a Specimen and Maternal Blood to CCEL, or if the Specimen is not accepted for processing or storage by CCEL, CLIENT will nevertheless be responsible for the administration fees shown on **Exhibit 2**. Administration Fee is binding when an enrollment is completed entirely and received via internet, phone or hard copy.
- (d) **Collection Reimbursement.** If specimen is not processed the physician is not entitled to collection reimbursement.
6. **Informed Consent of Mother for Infectious Disease Testing.** Mother consents to the Testing of the Maternal Blood and agrees to read and execute the Informed Consent shown on **Exhibit 4**. If any test results are positive, they will be shown to both the Mother and physician indicated on the enrollment. If the HIV screening test is positive, another test will be required to confirm the result. If the positive HIV screening is confirmed, the Mother consents to the delivery of these results to the Mother's physician indicated on the Informed Consent form shown on **Exhibit 4**. Certain laws may require CCEL or the other laboratories performing the Testing to report test results to certain governmental agencies. Mother consents to reporting test results to governmental agencies as required by law. If any of the tests are positive, CCEL may decline to continue storing the Specimen. CLIENT shall pay the cost of any confirmatory testing, including the cost of shipping the Maternal Blood to another testing laboratory. CCEL does not assume responsibility or liability for confirmatory testing performed by another testing laboratory.
7. **Representations and Warranties of CLIENT.** CLIENT represents and warrants that (a) he/she is the parent or legal guardian of the Child; (b) CLIENT has had the opportunity to consult CLIENT's own legal counsel to review this Agreement and related forms and CLIENT has carefully read and understands all of the terms of this Agreement; (c) the decision to collect the Specimen and Maternal Blood, test the Maternal Blood, and process and store the Specimen is a completely voluntary act of CLIENT; (d) CLIENT has discussed this Agreement with a competent medical professional, who is not an employee or agent of CCEL; and (e) CLIENT understands the risks related to collection, preservation and possible future use of the Specimen.
8. **Assumption of Risk by CLIENT.** CLIENT acknowledges that he/she has been fully informed of, accepts and agrees to the conditions, risks, limitations and costs of processing, testing and storage of the Specimen. CLIENT acknowledges that the Specimen may not be utilizable. CLIENT assumes all risks associated with the collection, preparation and delivery of the Specimen and Maternal Blood to CCEL.
9. **Obligations and Rights to Specimen.**
- (a) If only one parent/legal guardian of the Child is the CLIENT, such person shall be solely liable for all of the obligations and shall have all of the rights of CLIENT, including control of the Specimen. If more than one parent/legal guardian of the Child is the CLIENT each shall be jointly and severally liable and the rights shall be held by such parents/legal guardians jointly, including control of the Specimen. The exercise of any rights and control over the Specimen will require written notice to CCEL signed by each CLIENT.
- (b) Any blood components (including but not limited to plasma and red blood cells) that remain after the Specimen is processed and that are not being cryopreserved may be disposed of by CCEL.
- (c) If this Agreement is terminated by CCEL in accordance with **Section 16(c)** or the term of this Agreement otherwise terminates, and CLIENT has not submitted to CCEL a request form for retrieval of the Specimen, CLIENT relinquishes all rights in and to the Specimen and waives all claims to the Specimen, and CCEL shall have the right, to utilize, **[donate for research]** or dispose of the Specimen.
- (d) Upon the age of majority of the Child, if this Agreement is still in effect, CCEL shall recognize any claims made by the Child for the Specimen. If the CLIENT chose the Annual Storage Plan at the time of enrollment, the Child and/or CLIENT may continue to make payments of the annual storage fee to CCEL to continue storing the Specimen. If the CLIENT chose the 21-Year Storage Plan, the CLIENT or Child must notify CCEL in writing, prior to the expiration of the twenty-one (21) year storage period, which he/she desires to continue storing the Specimen and must pay the annual storage fee then in effect.
10. **Retrieval of Specimen.** The stored Specimen will be available for access or delivery by the end of the 15th business day after CCEL's receipt of a written request from CLIENT. The request must be made on a request form provided by CCEL, must be signed by each CLIENT, and must provide the name and address of the medical professional to whom the Specimen is to be delivered and the date delivery is requested. CLIENT is required to pay all transportation and delivery charges for the Specimen.
11. **Disclaimers.** Notwithstanding the Cryo- Cell Cares™ Program, neither CCEL nor any of its officers, directors, shareholders, executives, employees, agents or consultants have made any representations, guarantees, warranties or assurances, express or implied, to CLIENT regarding the success of the collection, transportation, Testing, processing, cryopreservation, storage process or use of the Specimen. CLIENT acknowledges the following express disclaimers and releases CCEL and the persons named from the same:

- (a) While members of the medical community advocate the storing of stem cells to be available for potential medical technology, CCEL expressly disclaims any warranty or guaranty that the Specimen will ever be of therapeutic or other value.
- (b) CCEL expressly disclaims any warranty or guaranty that the Specimen and Maternal Blood will be collected, or that there will be sufficient volume of Specimen for Testing, processing and storage or subsequent use.
- (c) CCEL expressly disclaims any liability if the personnel selected by CLIENT are unable to collect the Maternal Blood or Specimen or if such personnel are unable to collect a sufficient volume of Specimen for Testing, processing and storage or subsequent use.
- (d) CCEL expressly disclaims any liability for damage to, or destruction or loss of, the Specimen or Maternal Blood by the courier selected by CCEL.
- (e) CCEL does not perform any medical services, give any medical advice, or otherwise perform any functions other than those expressly indicated; CCEL expressly disclaims any responsibility to provide any other services.
12. **Limitation of Liability. CLIENT AGREES THAT CCEL'S LIABILITY FOR ANY LOSS, HARM, DAMAGE OR CLAIM OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED BY CCEL SHALL BE LIMITED TO THE RETURN OF AN AMOUNT EQUAL TO ALL FEES PAID BY CLIENT TO CCEL. SUCH LIMITATION OF LIABILITY SHALL IN NO WAY BE DIMINISHED AS A RESULT OF THE CRYO-CELL CARES PROGRAM.**
13. **Waiver of Punitive Damages. CLIENT AGREES THAT IN NO EVENT SHALL CCEL BE LIABLE TO CLIENT OR ANY PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES PROVIDED BY CCEL, AND CLIENT EXPRESSLY WAIVES ANY RIGHTS TO ANY SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW.**
14. **Force Majeure. CLIENT AGREES THAT CCEL SHALL NOT BE LIABLE FOR ANY LOSS, DETERIORATION OR DESTRUCTION OF ALL OR ANY PART OF THE SPECIMEN RESULTING FROM CAUSES OR CIRCUMSTANCES BEYOND CCEL'S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO FIRE, EXPLOSIONS OR POWER OUTAGES, NATURAL DISASTERS, TERRORIST ACTS OR ACTS OF WAR.**
15. **Indemnity and Hold Harmless.** CLIENT agrees that the person(s) for whose benefit the Specimen is being stored, or to whom it is later provided, shall at all times and for all purposes be bound by this Agreement. CLIENT indemnifies and holds CCEL and CLIENT's hospital and physicians and their respective agents, employees, officers, directors, shareholders and affiliates (collectively, the "**Indemnitees**") harmless from any and all claims, liabilities, demands and causes of action asserted against Indemnitees (collectively, "**Claims**") by any person or entity, including any third party beneficiary of this Agreement. This indemnity includes any and all Claims against the Indemnitees by the Child, or by any parent, legal guardian, birth mother or child of the person(s) for whom the Specimen is being stored, whether or not a party to this Agreement.
16. **Termination of Agreement.** This Agreement may be terminated (a) by CLIENT at any time prior to the collection of the Specimen; (b) by CCEL if it has exercised its right to refuse Specimen storage for any reason; (c) by CCEL if any payment due CCEL is not timely paid and such failure to pay is not cured within 60 days after receipt of notice from CCEL of such failure to pay; (d) by mutual agreement of CLIENT and CCEL; or (e) by either party upon 60 days prior written notice to the other party hereto. If this Agreement is terminated pursuant to **Sections 16(a) or (b)**, CLIENT will be responsible for and shall be required to pay any administration fees shown on **Exhibit 2**. All fees paid by CLIENT to CCEL shall be non-refundable. Notwithstanding the foregoing, if this Agreement is terminated by CCEL pursuant to **Section 16(e)**, and CLIENT has paid for the 21-Year Storage Plan, CCEL will reimburse to CLIENT a pro rata amount of the storage fee for the unused portion of the 21-Year Storage Plan. Upon termination of this Agreement, CLIENT waives all claims, and agrees that CCEL has no further liability to CLIENT or with regard to the Specimen.
17. **Arbitration.** All disputes arising out of or relating to this Agreement will be resolved by arbitration as provided in this **Section 17**. CLIENT agrees that prior to arbitration; CLIENT and CCEL will attempt to resolve the dispute through good faith negotiations. If CLIENT and CCEL are unable to resolve a dispute. CLIENT or CCEL may arbitration by sending a written demand for arbitration to the American Arbitration Association ("**AAA**") and to the other party. The arbitration will take place in Tampa, Florida unless CLIENT and CCEL otherwise agree. The Florida Rules of Civil Procedure and Evidence will apply to the arbitration unless CLIENT and CCEL otherwise agree. All decisions of the arbitrator(s) are final, binding, and conclusive and arbitration constitutes the only method of resolving disputes to this Agreement. Judgment may be entered upon the arbitrator's final decision in any court having jurisdiction thereof. This arbitration paragraph and all rulings or decisions of the arbitrator(s) as well as subpoenas authorized or issued by the arbitrator(s) shall be specifically enforceable in a court of law or by the arbitrator(s). The fees of the arbitration shall be shared equally by CCEL and CLIENT.
18. **Governing Law, Jurisdiction and Venue; Attorney's Fees.** This Agreement is governed by, Florida law. Subject to the compulsory arbitration provisions of **Section 17**, any judicial proceedings brought against either CCEL or CLIENT under this Agreement will be brought in a court

in Pinellas County, Florida. CCEL and CLIENT consent to the exclusive jurisdiction of the aforesaid courts, waive any objection to venue therein and irrevocably agree to be bound by any judgment rendered thereby. The prevailing party in any such proceeding will be entitled to an award of its attorney's fees, paralegal fees, costs and expenses incurred in such proceeding.

19. **Future Laws.** The government may in the future change or adopt new laws and regulations affecting or restricting CCEL's services. CCEL is entitled to terminate this Agreement to the extent required by law without any liability or recourse to CLIENT. CCEL is entitled to modify its procedures and take actions needed to comply with changes in or new laws, regulations, standards and procedures, without liability or recourse to CLIENT.
20. **Confidentiality; Consent to Release.** CCEL acknowledges the confidential nature of the information provided by CLIENT and, if different from the CLIENT, the birth mother of the Child and agrees to use its reasonable best efforts to maintain the confidentiality of the information except as required by law or as permitted by this Agreement. CLIENT and, if different, the birth mother of the Child hereby agree to the release of information to the hospital, laboratory or physician providing services to the CLIENT or, if different, the birth mother of the Child.
21. **Multiple Births.** In the event of multiple births, if CLIENT desires to engage CCEL to process, cryopreserve and store the cord blood for each Child, CLIENT must check the appropriate box on the Enrollment Form.
22. **Death or Disability.** In the event of CLIENT's death or incapacity, CCEL may rely on instructions of CLIENT's guardian, conservator, the administrator or executor of CLIENT's estate, or other similar responsible person's or successors-in-interest.

23. **Assignment.** CCEL may assign this Agreement to any individual or entity providing a similar service. If CCEL is acquired by or merged with or into another company, CCEL shall require that the terms of this Agreement continue in full force and effect.
24. **Notice.** Any notice shall be sufficiently given if delivered in person or sent by express mail or by registered or certified mail, postage prepaid. Notice to CCEL must be delivered to Cryo-Cell International, Inc, 700 Brooker Creek Blvd., Suite 1800, Oldsmar, Florida 34677. Notice to CLIENT will be delivered to the address set forth after CLIENT's signature. Such notice will be deemed to have been given when personally delivered or received. CLIENT agrees to promptly notify CCEL in writing of any change in CLIENT's name or current mailing address or in the legal guardianship of the Child.
25. **Entire Agreement.** This Agreement and the exhibits hereto constitute the entire agreement between CCEL, CLIENT and, if different, the birth mother of the Child and supersedes any prior agreements or understandings, oral and written.
26. **Survival.** All provisions which by their terms require performance after the termination of this Agreement will survive the termination of this Agreement.
27. **Severability.** If any part of this Agreement is found to be invalid or unenforceable, such provision is deemed modified to the extent necessary to make it enforceable, and this Agreement shall otherwise remain in full force and effect.
28. **Headings.** The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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**CLIENT:**

\_\_\_\_\_  
Mother/Legal Guardian's Signature (Required)

\_\_\_\_\_  
Father/Legal Guardian's Signature (Optional)

\_\_\_\_\_  
Print Name            (First)            (Last)

\_\_\_\_\_  
Print Name            (First)            (Last)

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**BIRTH MOTHER:**

\_\_\_\_\_  
Birth Mother's Signature (Required if birth mother is not a CLIENT)

\_\_\_\_\_  
Print Name            (First)            (Last)

# CryoCell

INTERNATIONAL

## Innovative Stem Cell Solutions

### ENROLLMENT FORM

*Please print clearly and provide all requested information.*

**NOTE: ENROLLMENT FORMS RECEIVED WITHIN 30 DAYS OF THE DUE DATE WILL BE SENT A COLLECTION KIT PRIORITY OVERNIGHT**

Check a box if you're pregnant with Multiple Births:  
 You will be sent:       Twins (2 kits)       Triplets (3 kits)       Quads (4 kits)

**MOTHER'S CONTACT INFORMATION:**

<b>Prefix</b>	<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>
Mailing Address: _____			
City: _____		State: _____	Country (if not U.S.): _____ Zip/Postal: _____
Telephone (Home): _____		Date of Mother's Birth: _____	
(Cell): _____		e-Mail Address: _____	
Expected Delivery Date: _____		How many children do you currently have? _____	
Unique Identification Number: _____		- (SSN, Driver's License, Visa, Passport ID)	

**FATHER'S CONTACT INFORMATION:**

<b>Prefix</b>	<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>
Mailing Address: <input type="checkbox"/> Father's address same as mother.			
Mailing Address: _____			
City: _____		State: _____	Country (if not U.S.): _____ Zip/Postal: _____
Telephone (Home): _____		Date of Father's Birth: _____	
(Cell): _____		e-Mail Address: _____	
Expected Delivery Date: _____		How many children do you currently have? _____	
Unique Identification Number: _____		- (SSN, Driver's License, Visa, Passport ID)	

**HOSPITAL BIRTHING CENTER:**

Telephone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country (if not U.S.): \_\_\_\_\_ Zip/Postal: \_\_\_\_\_

**OBSTETRICIAN/MIDWIFE'S NAME:**

MD     DO     CNM

Practice Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country (if not U.S.): \_\_\_\_\_ Zip/Postal: \_\_\_\_\_

**Which of the following best describes how you heard about Cryo-Cell? If +/^ please give details below.**

- |   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> Physician/Midwife +  | <input type="checkbox"/> Personal/Client Referral + | <input type="checkbox"/> www.Cryo-Cell.com             | <input type="checkbox"/> American Baby Magazine |
| <input type="checkbox"/> Ultrasound Clinics   | <input type="checkbox"/> I am a Repeat Client       | <input type="checkbox"/> www.BabyCenter.com            | <input type="checkbox"/> Parenting Magazine     |
| <input type="checkbox"/> Childbirth Class ^   | <input type="checkbox"/> Grandparent/Relative       | <input type="checkbox"/> mommysavvy.com                | <input type="checkbox"/> BabyTalk Magazine      |
| <input type="checkbox"/> Medical Center ^     | <input type="checkbox"/> Direct Mail ^              | <input type="checkbox"/> www.ParentsGuideCordBlood.com | <input type="checkbox"/> Fit Pregnancy Magazine |
| <input type="checkbox"/> Exhibit, Baby Show ^ | <input type="checkbox"/> TV/Radio ^                 | <input type="checkbox"/> Internet Search Engine ^      | <input type="checkbox"/> Pregnancy Magazine     |
| <input type="checkbox"/> Upromise®            | <input type="checkbox"/> Business/Retail ^          | <input type="checkbox"/> Other Internet Links ^        | <input type="checkbox"/> Other                  |

+ Referrer's Name: \_\_\_\_\_      ^ Other (Provide more info): \_\_\_\_\_





Mother's Name: \_\_\_\_\_

**U-CORD® SERVICE FEE SCHEDULE (continued)**

b. **CARE CREDIT ACCOUNT #:** \_\_\_\_\_ \*(U.S. Clients Only)

Please provide credit/debit card information above for annual storage fees.

- **Not available on the 21 Year Plan.** Requires approved Credit Application and certain minimum amounts to be financed. If Client obtains financing to pay the storage fees ("Client financing"), Client agrees to indemnify and hold harmless Cryo-Cell (CCEL) and its successors and assigns against any losses, liabilities, costs or expenses incurred by CCEL relating to or arising out of any failure of Client to make payment under the Client Financing. CareCredit is a third party firm, not an affiliate of CCEL.

c. **GIFT CERTIFICATE #:** \_\_\_\_\_

**4. CREDIT/DEBIT CARD AUTHORIZATION FOR ADMINISTRATION FEES:**

- If you enroll, receive a kit, but do not send Cryo-Cell a Specimen for Processing, you will be charged a fee of **\$95**. This fee will be automatically charged 30-45 days after your due date.
- If you enroll, send Cryo-Cell a Specimen for Processing, but the collection is insufficient for storage, you will be charged a fee of **\$195** to cover the kit cost and return shipping expense. In this case, the health care practitioner collecting the cord blood will not be reimbursed or paid a collection fee.

**FORM OF PAYMENT FOR ADMINISTRATION FEES (Select only ONE Option):**

Use Credit/Debit Card previously provided (page 1) \_\_\_\_\_ (Cardholder's Initials)

**BILL TO CREDIT/DEBIT CARD** (select a card from the list below):

Visa       Mastercard       American Express       Discover       Diners Club

Name of Cardholder: \_\_\_\_\_

Complete Billing Address: \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**5. SHIPMENT OF COLLECTION KIT(S) TO CLIENT:**

- If you are not within 30 days of your due date, your kit(s) will be sent by a standard delivery method to your home address. Signature is not required for delivery.
- If you enroll within 30 days of your due date, your kit will be sent by FedEx Priority Overnight Service. If no one will be available to accept delivery, please provide authorization to deliver the kit without signature: \_\_\_\_\_
- Ship Kit to: (If different from Mother's mailing address)

\_\_\_\_\_  
First, Last Name      Telephone Number

\_\_\_\_\_  
Street Address      Apt/Suite      City, State, Zip

### MATERNAL HEALTH HISTORY (Birth Mother)

Birth Mother's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

<b>In the past 12 months have you:</b>	<b>Yes</b>	<b>No</b>
1. Had a blood transfusion? Had a graft such as bone or skin? <b>Ever</b> deferred as a blood donor?	<input type="checkbox"/>	<input type="checkbox"/>
2. Accidentally been exposed to someone else's blood or body fluids? Victim of rape?	<input type="checkbox"/>	<input type="checkbox"/>
3. Been under doctor's care, illness/surgery?	<input type="checkbox"/>	<input type="checkbox"/>
4. Had an accidental needle-stick? Had ear or body piercing or tattoo?	<input type="checkbox"/>	<input type="checkbox"/>
5. Been in jail or prison for more than 72 hours?	<input type="checkbox"/>	<input type="checkbox"/>
6. Had or been treated for syphilis or gonorrhea?	<input type="checkbox"/>	<input type="checkbox"/>

<b>In the past 12 months have you had sexual contact with:</b>	<b>Yes</b>	<b>No</b>
7. A person who has hepatitis or lived with a person who has hepatitis?	<input type="checkbox"/>	<input type="checkbox"/>
8. Anyone who has hemophilia?	<input type="checkbox"/>	<input type="checkbox"/>
9. Anyone who used clotting factor concentrates?	<input type="checkbox"/>	<input type="checkbox"/>
10. A male who has ever had sexual contact with another male?	<input type="checkbox"/>	<input type="checkbox"/>
11. Anyone who has ever used needles to take drugs, steroids, or anything not prescribed by their doctor?	<input type="checkbox"/>	<input type="checkbox"/>
12. A prostitute or anyone else who takes money or drugs or other payment for sex?	<input type="checkbox"/>	<input type="checkbox"/>
13. Had sexual contact with anyone who has HIV/AIDS or had a positive test?	<input type="checkbox"/>	<input type="checkbox"/>
14. Do you <b>or have you ever</b> used or abused drugs or alcohol?	<input type="checkbox"/>	<input type="checkbox"/>
15. Do you <b>or have you ever</b> had an infectious skin disease?	<input type="checkbox"/>	<input type="checkbox"/>
16. In the <b>past 8 weeks</b> have you had any vaccinations or other shots?	<input type="checkbox"/>	<input type="checkbox"/>
17. In the <b>past 8 weeks</b> have you had contact with the small pox vaccination site of someone?	<input type="checkbox"/>	<input type="checkbox"/>
18. In the <b>past three years</b> have you been outside the United States or Canada? If so, what city & country? _____	<input type="checkbox"/>	<input type="checkbox"/>
19. From <b>1980 through 1996</b> , spent time in the United Kingdom that adds up to 3 months or more? If so, what city & country? _____	<input type="checkbox"/>	<input type="checkbox"/>
20. From <b>1980 through 1996</b> , were you or are you a member of the U.S. military, a civilian military employee, or a dependent of a member of the U.S. military? If so, what city & country? _____	<input type="checkbox"/>	<input type="checkbox"/>
21. From <b>1980 to the present</b> , did you spend time that adds up to five (5) years or more in Europe? If so, what city & country? _____	<input type="checkbox"/>	<input type="checkbox"/>
22. From <b>1980 to the present</b> , did you receive a blood transfusion in the United Kingdom?	<input type="checkbox"/>	<input type="checkbox"/>
23. From <b>1977 to the present</b> , have you received money, drugs, or other payment for sex?	<input type="checkbox"/>	<input type="checkbox"/>

<b>Have you EVER:</b>	<b>Yes</b>	<b>No</b>
24. Had any problems with your kidney, liver, heart, lungs (respiratory)? Diabetes?	<input type="checkbox"/>	<input type="checkbox"/>
25. Been in Africa or had sex with anyone who was born in or lived in Africa?	<input type="checkbox"/>	<input type="checkbox"/>
26. Tested positive for HIV/AIDS? HTLV?	<input type="checkbox"/>	<input type="checkbox"/>
27. Had a blood disorder or bleeding problem? Used clotting factor concentrates?	<input type="checkbox"/>	<input type="checkbox"/>
28. Had Chagas' Disease, babesiosis, malaria, or diagnosed with West Nile or SARS?	<input type="checkbox"/>	<input type="checkbox"/>
29. Received a Dura mater (or brain covering) graft? Taken growth hormone?	<input type="checkbox"/>	<input type="checkbox"/>
30. Had hepatitis or tuberculosis?	<input type="checkbox"/>	<input type="checkbox"/>
31. Used needles to take drugs, steroids, or anything not prescribed by your doctor?	<input type="checkbox"/>	<input type="checkbox"/>
32. Had any type of cancer, including leukemia?	<input type="checkbox"/>	<input type="checkbox"/>
33. Been diagnosed with Creutzfeldt-Jakob Disease (CJD)? Any blood relatives diagnosed? Any genetic disorders?	<input type="checkbox"/>	<input type="checkbox"/>
34. Had a transplant or other procedure that involved exposure to live cells, tissues, organs from human or animal? Sexual contact with someone who has had such?	<input type="checkbox"/>	<input type="checkbox"/>

IMPORTANT: Explain ALL 'Yes' answers, next to the question. Use back or attach additional sheet(s) for additional space if needed.

Mother's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**INFORMED CONSENT TO INFECTIOUS DISEASE & HIV TESTING**

Cryo-Cell **REQUIRES** an infectious disease panel that includes HIV testing on Maternal Blood in conjunction with the processing of cord blood samples. The cost of these screening tests is included with the Initial Fee (See Exhibit 2). The Maternal Blood sample must be drawn at the time of delivery independent of previous infectious disease/HIV testing which may have been done during pregnancy. If the volume of the Maternal Blood sample is insufficient or missing, a Maternal Blood kit will be sent to the birth mother for re-draw. If the sample is not returned, the Specimen will automatically be quarantined, which may affect its status for transplant use.

**HUMAN IMMUNODEFICIENCY VIRUS AND AIDS**

Human immunodeficiency virus (HIV) causes AIDS, for which there is no cure. When a person becomes infected with HIV, the virus enters the blood stream and destroys certain cells of the immune system, resulting in the inability to fight off various infections (called opportunistic infections). These opportunistic infections may be the actual cause death, and not the HIV virus itself. There are two main types of HIV; HIV-1 and HIV-2. HIV-2 is rare outside of Africa.

**SPREAD OF HIV**

HIV is spread from person to person through contact with another person’s body fluids such as blood, semen or vaginal secretions. Behaviors that increase your risk of being infected with HIV include: having unprotected sex with someone who has tested positive for HIV infection; sharing needles and/or syringes to inject drugs or steroids; getting a tattoo and blood transfusions or organ transplants.

**THE HIV TEST**

The test for HIV is a routine blood test that tests for antibodies to HIV. In addition, an HIV-1 antigen test is performed by Nucleic Acid Testing (NAT). If either of these tests is positive, a confirmatory test is performed. If, and only if, the confirmatory test is positive, we would conclude that you contracted HIV. A negative test means you are probably not infected with HIV but also may mean that you have been exposed to the virus but have not made antibodies to HIV. If you feel you have been exposed to the virus, you should be retested several months later.

If you test positive, you will need help to decide what to do. Being HIV positive does not necessarily mean you will develop AIDS and die. If you test positive for HIV you must have medical care. If you don’t have a doctor, a local AIDS organization or AIDS Hot Line can assist you.

Although required for participation in the U-Cord® storage program, taking an HIV test is otherwise voluntary. All results are confidential and HIV-related information can only be given to people you allow to have it or to individuals or agencies required by applicable state law. Please be advised that positive HIV test results are required to be reported to the county health department with sufficient information to identify the person who has been exposed to HIV.

I have read the above information regarding HIV and HIV testing. I hereby consent to take the Infectious Disease and HIV testing and allow the test results to be given to Cryo-Cell International, Inc. and my physician. (Specify below).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Physician Name: \_\_\_\_\_

Physician Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**AUTHORIZATION TO COLLECT CORD BLOOD  
AND MATERNAL BLOOD; RELEASE FROM LIABILITY**

The undersigned is participating in the Cryo-Cell U-Cord® program. The program requires the collection of a sample of the Mother's Blood and the collection of the umbilical cord blood at the time of birth of the Child. The collection procedure is outlined in Cryo-Cell's Cord Blood Collection Instructions. Consent is hereby granted by the undersigned to the medical professionals attending the birth to perform these collections.

The undersigned acknowledges that complications may occur during delivery which could prevent or impede the collection of the cord blood or produce an inadequate specimen. The undersigned further acknowledges that medical judgment, with the best interest of the mother and infant in mind, could totally prevent the collection.

The undersigned hereby releases and forever discharges the obstetrician or certified nurse midwife, the hospital or birthing center, and their respective officers, directors, shareholders, employees, agents, representatives, affiliates, successors and assigns (collectively, the "Released Parties") of and from any and all liability for any and all loss, harm, damage or claim of any kind arising from or relating to the collection of, or failure to collect, the cord blood and the maternal blood samples. The undersigned acknowledges that, by this release, the undersigned is giving up any right she may otherwise have, now or in the future, to sue or otherwise seek monetary damages or other relief against any of the Released Parties for any reason relating to the collection of, or failure to collect, the cord blood and the maternal blood samples.

\_\_\_\_\_  
Signature of Patient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Patient (Print)

\_\_\_\_\_  
Name of Physician/Midwife (Print)

\_\_\_\_\_  
Hospital Name/Birthing Center (Print)

\_\_\_\_\_  
Name of Practice (Print)

# *Cryo-Cell Cares™ Program*

## **\$50,000 Cryo-Cell Payment Guarantee™**

As part of the Cryo-Cell Cares™ Program, if upon retrieval, your Child's cryopreserved cord blood is used for a stem cell transplant and fails to engraft, Cryo-Cell will pay the Client \$50,000, subject to the Terms and Conditions on the reverse side.

## **\$10,000 Cryo-Cell Cares™ Guarantee**

Cryo-Cell knows that stem cell transplants can create financial hardship. If your Child's cryopreserved cord blood is used within the Immediate Family for bone marrow reconstitution in a myeloablative transplant procedure, Cryo-Cell will provide the Client \$10,000 to offset family expenses, subject to the Terms and Conditions on the reverse side.



## \$50,000 CRYO-CELL PAYMENT GUARANTEE™

### Terms and Conditions:

Subject to the requirements set forth below, if a Client's cord blood is processed and stored by Cryo-Cell and is used for hematopoietic stem cell transplant using recognized medical practices and fails to engraft, Cryo-Cell will pay the Client \$50,000.

Engraftment is defined as three consecutive days in which the transplant recipient's absolute neutrophil count (ANC) is equal to or greater than 500/microliter with the first measurement occurring within 100 days of transplantation. The engrafted cells must be of donor origin.

### \$50,000 Cryo-Cell Payment Guarantee requirements:

- The cord blood must be collected using Cryo-Cell's collection kit or approved alternative collection technique.
- The cord blood must be processed and at all times cryopreserved by Cryo-Cell.
- The cryopreserved cord blood must be used in an autologous stem cell transplant for homologous use (hematopoietic reconstitution) by the donor or by a first-degree or second-degree blood relative (the "Immediate Family").
- The cryopreserved cord blood must be administered under the direction of a transplant physician in a medical facility qualified by an Institutional Review Board (IRB) for stem cell transplantation.

- The cryopreserved cord blood must not be subject to more than minimal manipulation before administration including, but not limited to:
  - Cell selection techniques
  - Ex-vivo cell expansion
  - Gene therapy
- The cryopreserved cord blood must not be used in a transplant subject to US Food and Drug Administration (FDA) investigational new drug (IND) application or foreign equivalent.
- The cryopreserved cord blood must not be used in experimental procedures, including mini-transplants. The transplant recipient must not have used an investigational drug within 100 days of transplantation.
- The cryopreserved cord blood must contain at least  $2 \times 10^7$  total nucleated cells (TNC) per kilogram weight of recipient.
- The cryopreserved cord blood must contain at least  $1 \times 10^5$  CD34+ cells per kilogram weight of recipient.
- The cryopreserved cord blood must not be combined with supplemental stem cell sources for transplantation, such as additional cord blood, peripheral blood or bone marrow.
- HLA tissue typing: donor cells must be at least a 4 out of 6 match to the recipient.

- The cord blood thawing procedure must be validated procedure used by the transplant facility and the cord blood must be administered immediately upon thawing.

### Documentation Requirements:

- Signed statement from the transplant physician attesting that engraftment did not occur along with supporting medical records documenting proof of non-engraftment.
- Proof of notification of payment, including amount paid, to all third-party payers responsible for payment of any fees associated with the collection, processing, storage or transplant of the cord blood.

### \$50,000 Cryo-Cell Payment Guarantee is not available to:

- Individuals residing Missouri, Oklahoma or Rhode Island.
- Clients whose cord blood banking fees are, paid by Medicare or Medicaid.
- Clients whose cord blood banking fees are paid in part or fully by third-party payers Massachusetts and Michigan.
- Clients enrolled in Cryo-Cell's Designated Transplant Program.

## \$10,000 CRYO-CELL CARES™ PAYMENT

### Terms and Conditions:

Subject to the requirements, set forth below if a Client's cryopreserved cord blood is used within the Immediate Family for bone marrow reconstitution in a myeloablative transplant procedure, Cryo-Cell will provide the Client 10,000 to offset personal family expenses.

### \$10,000 Cryo-Cell Cares Payment requirements:

- All previously defined requirements for the \$50,000 Cryo-Cell Payment Guarantee must have been met.
- The cord blood must be used in a non-experimental, myeloablative transplant procedure. Client will provide documentation of same.
- Cryo-Cell will provide the \$10,000 Cryo-Cell Cares payment to the Client within 30 days of Client's appropriately verified request.

## ADDITIONAL INFORMATION

- This \$50,000 Cryo-Cell Payment Guarantee and \$10,000 Cryo-Cell Cares payment are valid for Clients who have signed Cryo-Cell's standard contract and Agreement covering cord blood services and whose payments to Cryo-Cell for services are current. Client should note that banking a newborn's cord blood does not guarantee that the umbilical cord blood will be a match for a family member, that a cord blood stem cell transplant would be the first or best course of treatment for any particular disease or that a child's own cord blood is useful for every disease treatable by stem cell transplantation. A medical care provider ultimately decides whether the use of your Child's cord blood sample is indicated, based on the nature and progression of the disease and the HLA matching for donor and recipient. This offer is independent from and in no way diminishes the effect of Cryo-Cell's limitation of liability set forth in its Agreement with client.
- This \$50,000 Cryo-Cell Payment Guarantee and \$10,000 Cryo-Cell Cares payment are available only to Clients enrolling under the new service Agreement and associated fee structure beginning on or about December 1, 2005. The Cryo-Cell Cares Program is not retroactive to enrollments occurring before December 1, 2005.
- Any applicable federal, state or local taxes associated with the payments defined herein are the sole responsibility of the Client.

**CryoCell**  
INTERNATIONAL  
Innovative Stem Cell Solutions