

**CRYO-CELL INTERNATIONAL, INC.  
PROCESSING, STORAGE AND INFORMED CONSENT AGREEMENT**

This Processing, Storage and Informed Consent Agreement (“Agreement”) is hereby acknowledged and agreed to by the party/parties signing below as the “Client”, on behalf of Client’s self/ and Client’s unborn child (the “Child”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Enrollment Date”). As part of this Agreement, the Client hereby engages Cryo-Cell International, Inc. (“CCEL”) to provide certain services involving U-Cord<sup>®</sup>, U-Cord Plus<sup>SM</sup>, and/or Célle<sup>SM</sup> as set forth herein and subject to the terms and conditions set forth herein. As a condition of such engagement and in exchange for valuable consideration which is hereby acknowledged, Client agrees as follows:

**1. Services of CCEL: Testing, Processing, Preserving and Storage.**

CCEL provides a variety of services, which include: (i) testing, processing, cryopreservation, and storage of stem cells obtained from the umbilical cord (“**U-Cord Specimen**”) at the time of the Child’s birth (“**U-Cord Service**”); (ii) testing, processing, cryopreservation, and storage of umbilical U-Cord Plus (“**U-Cord Plus Specimen**”) at the time of the Child’s birth (“**U-Cord Plus Service**”); and (iii) testing, processing, cryopreservation, and storage of menstrual blood stem cells (**Célle**) from the Child’s birth mother (“**Birth Mother**”) (“**Célle Service**”); (iv) dual enrollment in both the U-Cord Service and the Célle Service (“**Protect Baby + Protect Mom<sup>SM</sup> Service**”). The U-Cord Service, U-Cord Plus Service, Célle Service, and the Protect Baby + Protect Mom Service may collectively and individually be referred to as the “**Service**” throughout this Agreement. Client hereby engages CCEL to provide one or more of the Services.

**2. Client Responsibilities.**

(a) *Collection of Specimens.* Client shall provide CCEL with the U-Cord Specimen, U-Cord Plus, and/or a Menstrual Blood Specimen, in accordance with the particular Service(s) for which the Client is enrolled. Client shall also provide CCEL with peripheral blood from the Birth Mother (“**Maternal Blood Specimen**”). The Client shall collect or cause to be collected the Maternal Blood Specimen, the U-Cord Specimen, the U-Cord Plus Specimen, and/or the Menstrual Blood Specimen (collectively the “**Specimens**”), as applicable, using the

collection kit/kits provided by CCEL for the Services selected by the Client. Client shall ensure that all Specimens are collected and prepared in accordance with CCEL’s instructions.

(b) *Transporting the Specimens.* For all Specimens, Client shall utilize a courier selected by CCEL. Client shall notify and coordinate with that courier to transport the Specimen(s) following collection. Client shall require the courier to ensure that the Specimen(s) is shipped in accordance with CCEL’s shipping instructions. The fees associated with the shipping of the Specimen(s) shall be covered by CCEL unless the Client is located outside of the U.S. or Puerto Rico, in which case Client shall be responsible for the payment of all fees associated with shipment of the Specimens. Client acknowledges and agrees that the selected courier is not an agent of CCEL and CCEL is not liable for any deterioration, loss or destruction of the Specimen(s) during transport.

(c) *Coordination with Hospital/Birthing Facility.* Clients enrolled in either the U-Cord Service, U-Cord Plus Service, or the Protect Baby, Protect Mom Service shall be responsible for selecting and notifying qualified hospital/birthing facility personnel of his/her/their intent to collect the U-Cord Specimen or U-Cord Plus Specimen, as applicable. Client is responsible for taking the applicable Service kit to the hospital/birthing facility and ensuring that the U-Cord Specimen and/or U-Cord Plus Specimen is collected and prepared in accordance with CCEL’s instructions.

(d) *Informed Consent, Authorization and Release.* As a condition of CCEL's provision of the Services under this Agreement, the following documents shall be completed.

(i) *Informed Consent to Infectious Diseases and HIV Testing.* The Birth Mother shall read, acknowledge, agree to be bound by, and execute the form titled "Informed Consent to Infectious Diseases and HIV Testing" attached hereto as Exhibit 4 and incorporated herein by reference.

(iii) *Authorization & Release.* The Birth Mother and the Client, if different from the Birth Mother, and the Birth Mother's physician/midwife who will be involved in the delivery of the Child shall read, acknowledge, agree to be bound by, and execute the form titled "Authorization to Collect Cord Blood and Maternal Blood; Release from Liability" attached hereto as Exhibit 5 and incorporated herein by reference.

(e) *Enrollment and Fee Schedule.* As a condition of CCEL's provision of the Services under this Agreement, Client shall read, acknowledge, agree to be bound by, and execute, if indicated, the enrollment and fee-schedule documents contained in Exhibits 1 through 3 in accordance with the particular Service(s) in which the Client enrolled.

(f) *Maternal Health History.* The Birth Mother shall complete the form titled "Maternal Health History Form" attached hereto as Exhibit 3.

### **3. Testing, Screening and Storage by CCEL.**

(a) *Testing and Screening.* Upon CCEL's receipt of the appropriately collected, prepared and transported Specimens from the Client, CCEL will perform tests on the Specimens, which includes antibody screening, HIV Testing, microbiological screening, and other testing and screening as deemed appropriate by CCEL and as set forth in Exhibit 5.

(b) *Storage of Specimens.* If participating in the Célle Service or the Protect Baby + Protect Mom<sup>SM</sup> Service, the U-Cord Specimen will be stored for autologous transplant use. The U-Cord Specimen and the U-Cord Plus Specimen will not be available for transplant use until the intellectual property and other rights with respect thereto have been determined either by clinical studies/trials or that the specimen has been released to participation in a research or an IRB approved study. If infectious disease screening is performed on the Menstrual Blood Specimen, such testing will be for research purposes only and cannot be used for diagnostic purposes. This service may not be available in certain states. If a Specimen is accepted for storage, CCEL will process and store the Specimen in a cryogenic cellular storage unit ("**Unit**") as follows and for the time period selected by the Client:

(i) The U-Cord Specimen, U-Cord Plus Specimen and/or Menstrual Blood Specimen will be stored in a CCEL Unit in Oldsmar, Florida. CCEL reserves the right to relocate the Specimen(s) to another location within the United States at its sole discretion. If any Specimen is relocated, CCEL will notify Client within 60 days after relocation.

(ii) The Specimen(s) will be stored separately from all other specimens in CCEL's possession.

(iii) CCEL may refuse storage of any Specimen for any reason, including, but not limited to: (a) insufficient volume of blood; (b) low pre-white blood cell count; or (c) low viability.

(iv) The Specimen(s) will be stored in the Unit(s) provided that all fees and costs due to CCEL have been timely paid, and provided CCEL has not exercised its right to refuse or discontinue storage of the Specimen(s).

- (v) If the Client authorizes the release of the U-Cord Specimen, U-Cord Plus Specimen or Menstrual Blood Specimen for clinical studies or transplant, Client will be responsible and obligated for: (a) Any costs associated with cell culture after storage and expansion or differentiation of the Specimen cells; and (b) All required testing prior to transplant, including future testing as required by law.

Client shall be solely responsible for the payment of all costs associated with the release of the Specimen(s).

#### 4. **Term and Termination.**

(a) *Term.* If not earlier terminated pursuant to this Agreement, the term of this Agreement is dependant on the storage plan selected by the Client on Exhibits 2 as follows:

- (i) In the event the Client selected the 21-Year Storage Plan, the term of this Agreement shall continue for twenty-one (21) years from the birth of the Child and/or collection of the Menstrual Blood Specimen.
- (ii) In the event the Client selected the Annual Storage Plan, the term of this Agreement shall continue for one year after the birth of the Child and/or collection of the Menstrual Blood Specimen, whichever is longer, and will be automatically renewed annually.

(b) *Termination.*

- (i) *Pre Collection Termination.* If the Client fails to provide CCEL with the appropriate Specimens within one (1) year of the Enrollment Date or notifies CCEL of its intent to not provide such Specimens, this Agreement shall be considered terminated prior to the Specimen(s) being received by CCEL ("Pre Collection Termination"). In the

event of Pre Collection Termination, Client shall be solely responsible for and shall be required to pay any and all administration fees set forth on Exhibit 2.

- (ii) *Post Collection Termination.* Following receipt of the appropriate Specimens by CCEL, this Agreement may be cancelled by notification of the Client at any time while the Child is still under the age of eighteen (18) years old ("Post-Collection Termination"). At the age of eighteen (18), ownership of the U-Cord Specimen and U-Cord Plus Specimen transfers to the Child and only he or she may cancel this Agreement. If at anytime Client or the Child (as applicable) elects for Post Collection Termination, Client must notify CCEL in writing by signing a Discontinued Storage Letter which will be provided by CCEL.

- (iii) *Default Termination.* CCEL may terminate this Agreement at anytime if any payment due to CCEL is not timely paid and such failure to pay is not cured within sixty (60) days after receipt of notice from CCEL to Client of failure to pay. CCEL will not reimburse any fees paid to CCEL by Client, with the exception of a pro-rata amount of the storage fee for any unused portion of any 21-Year Storage Plan.

- (iv) *Termination and Release of Claims.* Upon termination or expiration of the term of this Agreement, Client agrees to: (a) release all rights and waive all claims against CCEL, its Affiliates and the respective agents, employees, directors, shareholders, representatives, and consultants of CCEL with regard to this Agreement, the services provided hereunder and the Specimen(s); and (b) that CCEL shall have no

further liability or obligations to Client with regard to the Specimen(s) or otherwise, following termination or expiration.

5. **Assumption of Risk by Client.** Client acknowledges that Client has been fully informed of the procedures associated with cellular donation and the alternatives to cellular donation and accepts and agrees to the benefits, limitations, risks, and discomfort of cellular donation and has had the opportunity to access donor advocacy services. Client been given the opportunity to ask questions and had those questions answered satisfactorily. Client assumes all risks associated with the collection, preparation, transportation, and delivery of the Specimen(s), including the Maternal Blood Specimen and Menstrual Blood Specimen, to CCEL.

6. **Obligations and Rights to Specimen(s).**

(a) If only one parent or legal guardian of the Child is the Client, such person shall be solely liable for all of the obligations and responsibilities hereunder and shall have all of the rights of Client hereunder, including control of the Specimen(s). If more than one parent or legal guardian of the Child is the Client, each shall be jointly and severally liable for all obligations and responsibilities hereunder and all rights hereunder shall be held by such parents or legal guardians jointly, including control of the Specimen(s). The exercise of any rights and control over the Specimen(s) will require written notice to CCEL signed by each Client, which includes, but is not limited to, length of storage, disposition or transfer of the Specimens and shall be subject to the terms and conditions of this Agreement.

(b) Once the Child has reached eighteen (18) years of age and has executed this Agreement, the Client shall have the right (provided this Agreement remains in effect) to assign all of his and/or

her rights, and delegate all of his and/or her obligations, under this Agreement to the Child if all fees that are then due and owing hereunder have been paid.

(c) In the event of death of the Client prior to the Child reaching eighteen (18) years old, ownership of the Specimens will be controlled by Client's estate. In the event of death of the Child after the Child reaches the age of eighteen (18) years old, ownership of the U-Cord Specimen shall be controlled by the Child's estate.

(d) Any blood components (including, but not limited to, plasma and red blood cells) that remain after the Specimen(s) is/are processed and that are not being cryopreserved may be disposed of by CCEL as medical waste.

(e) If this Agreement is terminated by CCEL for any reason, and Client has not submitted to CCEL a request form for the retrieval of the Specimen(s) within thirty (30) days from the date of termination, Client shall have relinquished all rights of the Client and the Child in and to the Specimen(s) and waived all claims to the Specimen(s), and CCEL shall have the right to utilize, donate for research, or otherwise dispose of the Specimen(s) as medical waste.

7. **Retrieval of Specimen(s).** The stored Specimen(s) will be available for access or delivery by the end of the fifteenth (15th) business day after CCEL's receipt of a written request from Client, provided that the requirements for release of the Specimen(s) as set forth in this Agreement have been satisfied. 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 (who must be associated with an FDA approved transplant facility) to whom the Specimen(s) is/are to be delivered and the date delivery is requested. Client is required to pay all transportation and delivery charges for the Specimen(s) to such transplant facility.

**8. Disclaimer of Warranties.** The Client agrees that neither CCEL, nor any of its shareholders, directors, employees, consultants, Affiliates, or agents makes or has made any representation or warranty of any kind, regarding the collection, transportation, testing, processing, storage or use of the Specimen(s), or regarding any other products or services offered or provided by CCEL. Client understands and acknowledges that the Specimen(s) may not be able to be utilized for its/their intended purpose. CCEL expressly disclaims any warranty or guarantee that the Specimen(s) will ever be of therapeutic value or have any other beneficial use. Client further acknowledges that banking a newborn's U-Cord Specimen, or U-Cord Plus Specimen, or the Menstrual Blood Specimen from the Birth Mother does not guarantee that the blood will be a match for anyone other than the donor. Client further understands that a medical care provider will ultimately decide whether the use of the Specimen(s) is advisable, based on the nature and progression of the disease and the HLA matching for the donor and recipient.

**9. Limitation of Liability.** The Client agrees that CCEL's liability for any loss, damage or claim in connection with this Agreement and the services to be provided hereunder by CCEL shall be strictly limited to an amount equal to the aggregate fees paid by Client to CCEL. The Client further agrees that CCEL shall have no liability for any failure or inability of third parties to collect a sufficient volume of the U-Cord Specimen, U-Cord Plus Specimen, Menstrual Blood Specimen, or Maternal Blood Specimen (where applicable) for testing, processing, storage, or use, and that CCEL shall have no liability for damage to, or destruction or loss of, any Specimen by any courier.

**10. Waiver of Damages.** The Client agrees that in no event shall CCEL be liable to Client or any third party beneficiary of this Agreement for any incidental, consequential, special, indirect, exemplary, punitive, or similar damages of any kind arising out of or in any way connected with

this Agreement or the services provided hereunder by CCEL, and Client expressly waives any rights to such damages to the maximum extent permitted by law. This waiver shall apply regardless of the theory of recovery, whether based on statute or arising in contract, indemnity, warranty, strict liability or tort (including negligence), and regardless of whether CCEL has any reason to know of, or in fact knows of, the possibility of such damages.

**11. Force Majeure.** Client agrees that CCEL shall not be liable and shall hold CCEL harmless for any loss, deterioration or destruction of all or any part of the Specimen(s) resulting from causes or circumstances beyond CCEL's reasonable control, including, but not limited to, fire, explosions, flooding, lightning, storms, power shortages or outages, natural disasters, terrorist acts, acts of war, Unit disruptions or malfunctions, strikes, work stoppages or slow downs, delay or failure of transportation or supplies, acts of any public enemy, acts of God, or acts, regulations, priorities or actions of the government of the United States, of any foreign country, or of any local government or any agents or instrumentalities thereof.

**12. Indemnity and Hold Harmless.** Client agrees that the person(s) for whose benefit the Specimen(s) is/are being stored, or to whom it/they is/are later provided, shall at all times and for all purposes be bound by the terms and conditions of this Agreement. Client indemnifies and holds CCEL, Birth Mother's hospital, Birth Mother's physicians, and their respective shareholders, directors, employees, consultants, agents, and Affiliates (collectively, the "Indemnities") harmless from and against any and all claims, liabilities, demands and causes of action known or unknown and whether caused by the Indemnities or otherwise asserted against Indemnities (collectively, "Claims") by any person or entity, including any third party beneficiary of this Agreement arising out of or in any way connected with this Agreement or the services provided hereunder by CCEL. This indemnity includes, but is not limited to, any and all Claims against the Indemnities by the Client,

the Child, or by any parent, legal guardian, Birth Mother or child of the person(s) for whom the Specimen(s) is/are being stored, whether or not a party to this Agreement. Client further understands and expressly agrees that the foregoing is intended to be as broad and inclusive as is permitted by the laws of Florida and that, if any portion thereof is held invalid, it is agreed the balance shall notwithstanding continue in full legal force and effect. For purposes of this Agreement, "Affiliate" means, with respect to a person or business entity, any person or business entity controlling, controlled by or under common control with such person or business entity.

**13. Arbitration.** Client and CCEL shall attempt to resolve any dispute hereunder through good faith negotiations. All disputes arising out of or relating to this Agreement that cannot be resolved through such negotiation shall be resolved exclusively by binding arbitration. If Client and CCEL are unable to resolve a dispute, either party may begin the mandatory arbitration process by sending a written demand for arbitration to the American Arbitration Association ("AAA") and to the other party. The arbitration will take place exclusively in Pinellas County, Florida unless Client and CCEL otherwise agree in writing. The Florida Rules of Civil Procedure and Evidence will apply to the arbitration unless Client and CCEL otherwise agree in writing. All decisions of the arbitrator(s) shall be final, binding, and conclusive and arbitration shall constitute the sole and exclusive method of proceeding for resolving disputes under 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 state or federal court of law located exclusively in Pinellas or Hillsborough County, Florida or by the arbitrator(s). The fees of the arbitration shall

be shared equally by CCEL and Client.

**14. Confidentiality.** CCEL acknowledges the confidential nature of the information provided by Client and shall only disclose this information as permitted by law.

**15. Assignment.** CCEL may assign this Agreement to any individual or entity in the United States providing a similar service and which CCEL reasonably believes to possess all necessary licenses or approvals that are required in the state in which such assignee is located. If CCEL is acquired by or merged with or into another company, CCEL shall require as a condition of such merger that the terms of this Agreement continue in full force and effect.

**16. Notice.** Any notice shall be sufficiently given if delivered in person or sent by express mail or by registered or certified mail, or postage prepaid. Notice to CCEL must be delivered to Cryo-Cell International, Inc. 700 Brooker Creek Blvd., Suite 1800, Oldsmar, Florida 34677 or such other address provided from time to time by CCEL to the Client. Notice to Client will be delivered to the address set forth after Client's signature below or such other address provided in writing from time to time by Client to CCEL. 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 his or her status regarding the legal guardianship of the Child.

**17. 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 if it cannot be made enforceable, such provision or portion thereof shall be deemed to be deleted from this Agreement, and in either case, this Agreement shall otherwise remain in full force and effect.



**CONSENT OF NON-CLIENT BIRTH MOTHER FOR U-CORD® OR U-CORD PLUS<sup>SM</sup> COLLECTION**

The undersigned Birth Mother of the Child has reviewed the above Processing, Storage and Informed Consent Agreement (the "Agreement"), and hereby acknowledges and agrees that she is not the legal guardian of the Child, is not a party to the Agreement, and is not a third-party beneficiary of the Agreement. Birth Mother hereby waives, releases and abandons any and all rights or entitlement to the U-Cord Specimen, U-Cord Plus Specimen, Maternal Blood Specimen, and Menstrual Blood Specimen. Birth Mother consents and agrees to the testing of the Maternal Blood Specimen as referenced in the Agreement and in Exhibit 5 of this Agreement and consents and agrees to the release of the test results to the Client. Birth Mother agrees she has no right to enforce any term, condition or provision of the Agreement, or to exercise any right of the Client under the Agreement. Birth Mother acknowledges that Birth Mother has been fully informed of the procedures associated with cellular donation and the alternatives to cellular donation and accepts and agrees to the benefits, limitations, risks, and discomfort of cellular donation and has had the opportunity to access donor advocacy services. Birth Mother been given the opportunity to ask questions and had those questions answered satisfactorily. Birth Mother assumes all risks associated with the collection of the Specimen(s), including the Maternal Blood Specimen and Menstrual Blood Specimen.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Non-Client Birth Mother as of the date set forth above.

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Birth Mother's Signature (Required if Birth Mother is not a Client)

The U-Cord Plus<sup>SM</sup> service from Cryo-Cell provides expectant families with the opportunity to cryogenically store their newborn's umbilical U-Cord Plus cells contained within substantially intact U-Cord Plus. Should umbilical U-Cord Plus cells be considered for potential utilization in a future therapeutic application, further laboratory processing will be required at no additional charge to the client.

Cryo-Cell's activities for New York State residents are limited to collection of menstrual blood and long-term storage of menstrual blood stem cells. Cryo-Cell's possession of a New York State license for such collection and long-term storage does not indicate approval or endorsement of possible future uses or future suitability of these cells.

Cryo-Cell's activities for New York State residents are limited to collection, processing, and long-term storage of umbilical U-Cord Plus. Cryo-Cell's possession of a New York State license for such collection, processing, and long-term storage does not indicate approval or endorsement of possible future uses or future suitability of these cells.



## ENROLLMENT FORM U-CORD<sup>®</sup>, U-CORD PLUS<sup>SM</sup> AND CÉLLE<sup>SM</sup> SERVICES

*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:  Twins (2 kits)     Triplets (3 kits)     Quads (4 kits)  
You will be sent:

**MOTHER'S CONTACT INFORMATION:**

Prefix	First Name	Middle Name	Last Name
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:**

Prefix	First Name	Middle Name	Last Name
Mailing Address: <input type="checkbox"/> Father's address same as mother. _____			
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"/> <a href="http://www.Cryo-Cell.com">www.Cryo-Cell.com</a>                         | <input type="checkbox"/> American Baby Magazine |
| <input type="checkbox"/> Ultrasound Clinics              | <input type="checkbox"/> I am a Repeat Client  | <input type="checkbox"/> <a href="http://www.CELLE.com">www.CELLE.com</a>                                 | <input type="checkbox"/> Parenting Magazine     |
| <input type="checkbox"/> Childbirth Class <sup>A</sup>   | <input type="checkbox"/> Grandparent/Relative  | <input type="checkbox"/> <a href="http://www.StemCellResearchNews.net">www.StemCellResearchNews.net</a>   | <input type="checkbox"/> BabyTalk Magazine      |
| <input type="checkbox"/> Medical Center <sup>A</sup>     | <input type="checkbox"/> Direct Mail <sup>A</sup>  | <input type="checkbox"/> <a href="http://www.ParentsGuideCordBlood.com">www.ParentsGuideCordBlood.com</a> | <input type="checkbox"/> Fit Pregnancy Magazine |
| <input type="checkbox"/> Exhibit, Baby Show <sup>A</sup> | <input type="checkbox"/> Business/Retail <sup>A</sup>  | <input type="checkbox"/> Internet Search Engine <sup>A</sup>  | <input type="checkbox"/> Pregnancy Magazine     |
| <input type="checkbox"/> Upromise <sup>®</sup>           | <input type="checkbox"/> <a href="http://www.BabyCenter.com">www.BabyCenter.com</a> <sup>A</sup> | <input type="checkbox"/> Other Internet Links <sup>A</sup>  | <input type="checkbox"/> Other                  |

+ Referrer's Name: \_\_\_\_\_ <sup>A</sup> Other (Provide more info): \_\_\_\_\_

# Exhibit 2



<b>For Cryo-Cell's Use Only</b>
Reviewed by: _____
Date: _____
<input type="checkbox"/> KNJDOH

## U-CORD<sup>®</sup>, U-CORD PLUS<sup>SM</sup> AND CÉLLE<sup>SM</sup> SERVICE FEE SCHEDULE

1. **NEW CLIENT:** (if Returning Client, please go to #2)

- a. **Type of Birth:**  Single Birth                      **Multiples:**     Twins     Triplets     Quads
- b. **Banking Option:**     U-Cord Plus (go to c below)     Protect Baby, Protect Mom – U-Cord and Célle (go to e below)  
 U-Cord Only (go to d below)     P3 – U-Cord Plus and Célle (go to f below)

c. **U-Cord Plus Storage Plan:**

- 21-Year** - \$4,999. Payment by credit/debit card only.

*The 21-Year Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for U-Cord Specimen, Cord Tissue Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen and Cord Tissue Specimen processing, infectious disease screening test on the Birth Mother and 21 years of discounted, pre-paid U-Cord Plus storage. The 21-Year Storage Plan Fee is charged to your credit/debit card upon completion of processing the U-Cord and Cord Tissue Specimens.*

- Annual** - \$2,099 – First year's fee. Payment by credit/debit card only.

*The first year's Annual Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for U-Cord and Cord Tissue Specimens, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen, Cord Tissue Specimen, processing and infectious disease screening tests on the Birth Mother. The Processing and Testing Fee and first year's Annual Storage Fee are charged to your credit/debit card upon completion of processing the U-Cord specimen. Annual Storage Fees are fixed and will be automatically charged to your credit/ debit card during the month of the Child's birth (year 2 and beyond). The fixed U-Cord Plus Annual Storage Fee is \$250 per year (\$125 – U-Cord, \$125 Cord Tissue) and will automatically be charged to your credit/debit card during the month that the U-Cord Plus specimens are processed (year 2 and beyond).*

d. **U-Cord Storage Plan:**

- 21-Year** - \$3,495. Payment by credit/debit card only.

*The 21-Year Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen processing, infectious disease screening test on the Birth Mother and 21 years of discounted, pre-paid U-Cord storage. The 21-Year Storage Plan Fee is charged to your credit/debit card upon completion of processing the U-Cord Specimen.*

- Annual** - \$1,720 – First year's fee. Payment by credit/debit card only.

*The first year's Annual Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord processing and infectious disease screening tests on the Birth Mother. The Processing and Testing Fee and first year's Annual Storage Fee are charged to your credit/debit card upon completion of processing the U-Cord specimen. Annual Storage Fees are fixed and will be automatically charged to your credit/ debit card during the month of the Child's birth (year 2 and beyond). The fixed U-Cord Annual Storage Fee is \$125 per year and will automatically be charged to your credit/debit card during the month that the U-Cord specimen is processed (year 2 and beyond).*

e. **Protect Baby, Protect Mom -U-Cord and Célle Storage Plan**

**21-Year** - \$4,999. Payment by credit/debit card only.

*The 21-Year Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen and Célle Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen and Célle Specimen processing, infectious disease screening test on the Birth Mother and 2 1 years of discounted, pre-paid U-Cord and Célle storage. The 21-Year Storage Plan Fee is charged to your credit/debit card upon completion of processing the U-Cord Specimen and Célle Specimen.*

**Annual** - \$1,999 – First year's fee. Payment by credit/debit card only.

*The first year's Annual Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen, Cord Tissue and Célle Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen and Célle Specimen processing and infectious disease screening tests on the Birth Mother. The Processing and Testing Fee and first year's Annual Storage Fee are charged to your credit/debit card upon completion of processing the U-Cord specimen and Célle specimen. The fixed U-Cord Annual Storage Fee is \$125 per year and will automatically be charged to your credit/debit card during the month that the U-Cord specimen is processed (year 2 and beyond). The fixed Célle Annual Storage Fee is \$99 per year and will automatically be charged to your credit/debit card during the month that the Célle specimen is processed (year 2 and beyond).*

f. **P3- U-Cord Plus and Célle Storage Plan:**

**21-Year** - \$5,999. Payment by credit/debit card only.

*The 21-Year Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen, Cord Tissue Specimen and Célle Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen, Cord Tissue Specimen and Célle Specimen processing, infectious disease screening test on the Birth Mother and 2 1 years of discounted, pre-paid, U-Cor, Cord Tissue and Célle Specimen storage. The 21-Year Storage Plan Fee is charged to your credit/debit card upon completion of processing the U-Cord and Cord Tissue Specimens.*

**Annual** - \$2,299. First year's fee. Payment by credit/debit card only.

*The first year's Annual Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen, Cord Tissue Specimen and Célle Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord, Cord Tissue and Célle Specimens processing and infectious disease screening tests on the Birth Mother. The Processing and Testing Fee and first year's Annual Storage Fee are charged to your credit/debit card upon completion of processing the U-Cord, Cord Tissue and Célle specimens. The fixed U-Cord Annual Storage Fee is \$125 per year and will automatically be charged to your credit/debit card during the month that the U-Cord specimen is processed (year 2 and beyond). The fixed U-Cord Plus Annual Storage Fee is \$125 per year and will automatically be charged to your credit/debit card during the month that the U-Cord Plus specimen is processed (year 2 and beyond). The fixed Célle Annual Storage Fee is \$99 per year and will automatically be charged to your credit/debit card during the month that the Célle specimen is processed (year 2 and beyond).*

2. **RETURNING CLIENT:** (if New Client, please do not complete this section; go to #3)

a. **Type of Birth:**       **Single Birth**                      **Multiples:**       **Twins**     **Triplets**     **Quads**

b. **Banking Option:**       **U-Cord Plus** (go to c below)       **Protect Baby, Protect Mom – U-Cord and Célle** (go to e below)

**U-Cord Only** (go to d below)       **P3- U-Cord Plus and Célle** (go to f below)

c. **U-Cord Plus Storage Plan:**

- 21-Year** - \$4,799. Payment by credit/debit card only.

*The 21-Year Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for U-Cord Plus Specimens, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen and Cord Tissue Specimen processing, infectious disease screening test on the Birth Mother and 21 years of discounted, pre-paid U-Cord and Cord Tissue storage. The 21-Year Storage Plan Fee is charged to your credit/debit card upon completion of processing the U-Cord and Cord Tissue Specimens.*

- Annual** - \$1,899 – First year's fee. Payment by credit/debit card only.

*The first year's Annual Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for U-Cord Plus Specimens, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Plus Specimen processing and infectious disease screening tests on the Birth Mother. The Processing and Testing Fee and first year's Annual Storage Fee are charged to your credit/debit card upon completion of processing the U-Cord specimen. Annual Storage Fees are fixed and will be automatically charged to your credit/ debit card during the month of the Child's birth (year 2 and beyond). The fixed U-Cord Plus Annual Storage Fee is \$225 per year (\$100 – U-Cord, \$125 - Cord Tissue) and will automatically be charged to your credit/debit card during the month that the U-Cord Plus specimens are processed (year 2 and beyond).*

d. **U-Cord Storage Plan:**

- 21-Year** - \$2,895. Payment by credit/debit card only.

*The 21-Year Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen processing, infectious disease screening test on the Birth Mother and 21 years of discounted, pre-paid U-Cord storage. The 21-Year Storage Plan Fee is charged to your credit/debit card upon completion of processing the U-Cord Specimen.*

- Annual** - \$1,395 – First year's fee. Payment by credit/debit card only.

*The first year's Annual Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord processing and infectious disease screening tests on the Birth Mother. The Processing and Testing Fee and first year's Annual Storage Fee are charged to your credit/debit card upon completion of processing the U-Cord specimen. Annual Storage Fees are fixed and will be automatically charged to your credit/ debit card during the month of the Child's birth (year 2 and beyond). The fixed U-Cord Annual Storage Fee is \$100 per year and will automatically be charged to your credit/debit card during the month that the U-Cord specimen is processed (year 2 and beyond).*

e. **Protect Baby, Protect Mom-U-Cord and Célle Storage Plan:**

- 21-Year** - \$4,499. Payment by credit/debit card only.

*The 21-Year Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen and Célle Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen and Célle Specimen processing, infectious disease screening test on the Birth Mother and 21 years of discounted, pre-paid U-Cord and Célle storage. The 21-Year Storage Plan Fee is charged to your credit/debit card upon completion of processing the U-Cord Specimen and Célle Specimen.*

- Annual** - \$1,899 – First year's fee. Payment by credit/debit card only.

*The first year's Annual Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen and Célle Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen and Célle Specimen processing and infectious disease screening tests on the Birth Mother. The Processing and Testing Fee and first year's Annual Storage Fee are charged to your credit/debit card upon completion of processing the U-Cord specimen and Célle specimen. The fixed U-Cord Annual Storage Fee is \$100 per year and will automatically be charged to your credit/debit card during the month*



**For Cryo-Cell's Use Only**

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

KNJDOH

that the U-Cord specimen is processed (year 2 and beyond). The fixed Célle Annual Storage Fee is \$99 per year and will automatically be charged to your credit/debit card during the month that the Célle specimen is processed (year 2 and beyond).

**f. P3- U-Cord Plus and Célle Storage Plan:**

**21-Year** - \$5,799. Payment by credit/debit card only.

*The 21-Year Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Specimen, Cord Tissue Specimen and Célle Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord Specimen, Cord Tissues Specimen and Célle Specimen processing, infectious disease screening test on the Birth Mother and 21 years of discounted, pre-paid U-Cord Plus and Célle Specimen storage. The 21-Year Storage Plan Fee is charged to your credit/debit card upon completion of processing the Cord Tissue Specimens.*

**Annual** - \$1,999 – First year's fee. Payment by credit/debit card only.

*The first year's Annual Storage Plan Fee includes the Processing and Testing Fee, the cost of enrollment, the collection kit for the U-Cord Plus Specimen and Célle Specimen, outbound kit shipping, courier return shipping (U.S. and Puerto Rico clients only), U-Cord, Cord Tissue and Célle Specimens processing and infectious disease screening tests on the Birth Mother. The Processing and Testing Fee and first year's Annual Storage Fee are charged to your credit/debit card upon completion of processing the U-Cord Plus and Célle specimens. The fixed U-Cord Annual Storage Fee is \$100 per year and will automatically be charged to your credit/debit card during the month that the U-Cord specimen is processed (year 2 and beyond). The fixed U-Cord Plus Annual Storage Fee is \$125 per year and will automatically be charged to your credit/debit card during the month that the U-Cord Plus specimen is processed (year 2 and beyond). The fixed Célle Annual Storage Fee is \$99 per year and will automatically be charged to your credit/debit card during the month that the Célle specimen is processed (year 2 and beyond).*

**3. Annual Storage Payment Plan Options:**

Credit/debit card

Care Credit. Client must qualify with Care Credit. (see 4.b.)

6-Month Interest-Free

12-Month Interest-Free

*6-month and 12-month interest-free programs include Processing, Testing and first year of Annual Storage.*

48-Month Financing - Includes Processing, Testing and the first four years of U-Cord and/or U-Cord Plus and/or Célle Annual Storage.

**4. PAYMENT AUTHORIZATION FOR RESERVATION, PROCESSING, TESTING AND STORAGE FEES:**

**a. 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: \_\_\_\_\_

**NOTE:** Credit/debit card provided will automatically be charged for Annual Storage Fees.

**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 #:** \_\_\_\_\_

**5. CREDIT/DEBIT AUTHORIZATION FOR ADMINISTRATION FEES:**

- a. If you enroll, receive a collection kit, but do not send a U-Cord specimen (s) for processing, you will be charged a fee of \$95. This fee will automatically be charged 30-45 days after your due date.
- b. If you enroll, receive a collection kit, but do not send a U-Cord Plus specimen (s) for processing, you will be charged a fee of \$95. This fee will automatically be charged 30-45 days after your due date.
- c. If you enroll, send a U-Cord and/or U-Cord Plus specimen (s) 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 and U-Cord Plus 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)

- Visa     
  MasterCard     
  American Express     
  Discover     
  Diners Club

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

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

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

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

**6. SHIPMENT OF U-CORD AND/OR U-CORD PLUS COLLECTION KIT TO CLIENT:**

- 1) 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.
- 2) 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: \_\_\_\_\_
- 3) Ship Kit to: *(If different from Mother's mailing address):*

_____	_____
First, Last Name	Telephone Number
_____	_____
Street Address	Apt/Suite
_____	
City/State/Zip	

**SHIPMENT OF CÉLLE<sup>SM</sup> COLLECTION KIT(S) TO CLIENT:**

- 1) Sent to you upon request, once your cycle has resumed.
- 2) All orders must be completed within one year of your baby's birth.
- 3) Ship Kit to: *(If different from Mother's mailing address):*

_____	_____
First, Last Name	Telephone Number

### Exhibit 3



## MATERNAL HEALTH HISTORY (Birth Mother)

Client Name: \_\_\_\_\_

Contact No.: \_\_\_\_\_

The following questions are required per federal regulations (21 CFR 1271) for determination of donor-eligibility, and have not been developed by Cryo-Cell. We understand that there may be sensitivities to some of the questions, and apologize for the inconvenience. Cryo-Cell has made an effort to modify these questions from those published and required by the U.S. Food and Drug Administration and AABB (formerly the American Association of Blood Banks) to minimize your discomfort.

	YES	NO
1. Do you currently have or have a history of any medical condition that could affect the collection or use of the stem cells, such as:	<input type="checkbox"/>	<input type="checkbox"/>
a. cancer, diabetes, hepatitis, blood disease, bleeding problems, heart disease, drug or alcohol abuse	<input type="checkbox"/>	<input type="checkbox"/>
b. HIV/AIDS or a positive test for the HIV/AIDS virus, HTLV, malaria, Chaga's disease	<input type="checkbox"/>	<input type="checkbox"/>
c. stroke, seizure or multiple sclerosis, lung disease, kidney disease, liver disease, babesiosis, genetic disorder	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you currently have or are you being treated for any type of infection?	<input type="checkbox"/>	<input type="checkbox"/>
3. Do you have, or have a family history of, dementia, degenerative or neurological disease, or Creutzfeld-Jakob disease?	<input type="checkbox"/>	<input type="checkbox"/>
4. In the past 6 months have you received a bite from an animal suspected of rabies?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you been treated for a sexually transmitted disease in the last 12 months?	<input type="checkbox"/>	<input type="checkbox"/>
6. In the past 12 months have you had any immunizations, tattoos, body piercing, an accidental needle-stick, or come into contact with someone else's blood, open wound, or smallpox vaccination site and/or bandages?	<input type="checkbox"/>	<input type="checkbox"/>
7. In the past 12 months have you been in juvenile detention, lock-up, jail or prison for more than 72 hours?	<input type="checkbox"/>	<input type="checkbox"/>
8. In the past 12 months have you lived with a person who has hepatitis?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you in the past 5 years taken intravenous drugs not prescribed by a physician?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have you in the past 5 years received compensation for sex?	<input type="checkbox"/>	<input type="checkbox"/>
11. Have you ever received whole blood, blood factor products, blood derivatives, growth hormones, bone or skin graft, or a tissue, organ (either human or animal), dura mater or bone marrow transplant?	<input type="checkbox"/>	<input type="checkbox"/>
12. Have you in the past 12 months had intimate contact with a male who has ever had sexual contact with another male, anyone who has HIV/AIDS or a positive test for the HIV/AIDS virus, anyone who has hepatitis, or anyone described in questions 9, 10 or 11?	<input type="checkbox"/>	<input type="checkbox"/>
13. From 1980 through 1996 have you:	<input type="checkbox"/>	<input type="checkbox"/>
a. Spent 3 months or more cumulatively in the United Kingdom?	<input type="checkbox"/>	<input type="checkbox"/>

- If so, what city & country? \_\_\_\_\_
- b. Resided at a US military base in Europe for 6 months or more cumulatively?
- If so, what city & country? \_\_\_\_\_
14. From 1980 to present have you spent 5 years or more in Europe cumulatively?
- If so, what city & country? \_\_\_\_\_
15. Have you ever been diagnosed or suspected of having an acute respiratory disease such as (but not limited to) West Nile Virus, SARS, or tuberculosis?
16. In the past 3 years have you been outside the United States or Canada?
- If so, what city & country? \_\_\_\_\_
17. Have you experienced any of the following conditions that can be signs or symptoms of HIV/AIDS?
- a. Unexplained weight loss or night sweats
  - b. Blue or purple spots in your mouth or skin
  - c. Swollen lymph nodes for more than one month
  - d. White spots or unusual sores in your mouth
  - e. Cough that won't go away or shortness of breath
  - f. Diarrhea that won't go away
  - g. Fever of more than 100.5 °F for more than 10 days
18. Have you had significant exposure to any substance that may be transferred in toxic doses, such as lead, mercury and gold?

If you (the client) would like further information regarding the donor eligibility and the aforementioned questions please refer to the U.S. Food and Drug Administration Guidance for Industry: Eligibility Determination for Donors of Human Cells, Tissues, and Cellular and Tissue-Based Products (HCT/Ps) at [FDA - Biologics Guidances](#) and the AABB Full Length Donor History Questionnaire at [FDA - Donor History Questionnaire](#)

IMPORTANT: Explain all “Yes” answers next to the question. Use the back of this form for additional space if needed.

**Client Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Exhibit 4



### INFORMED CONSENT TO INFECTIOUS DISEASE & HIV TESTING

I consent to an infectious disease panel that includes HIV testing on Maternal Blood Specimen in conjunction with the processing of U-Cord Specimens. The cost of these screening tests is included in the Initial Fee (See Exhibit 2). The Maternal Blood Specimen must be drawn at the time of delivery independent of previous infectious disease/HIV testing which may have been done during pregnancy. I understand phlebotomy blood draws can render side effects such as pain, swelling, tenderness or redness at puncture site. By signing below, I accept the risks. If the volume of the Maternal Blood Specimen is insufficient or missing upon receipt in the lab, a Maternal Blood kit will be sent to the Birth Mother for re-draw. Client agrees to pay the cost of any confirmatory testing, including the cost of shipping the Maternal Blood Specimen to the laboratory (costs not to exceed \$100 per test). If the sample is not returned, the Maternal Blood 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, not the HIV itself, may cause death. 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 been infected with HIV; 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 conclude that you have been exposed to HIV. It does not mean that you have AIDS. 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.

Although required for participation in the U-Cord® storage program, taking an HIV test is voluntary. Information identifying the subject of the test and the test results are confidential to the extent provided by law. I authorize that CCEL provide me and my designated physician with all test results. I understand these results will be reported to agencies required by state law. Please be advised that positive HIV test results will 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 infectious disease screening and HIV testing.

I hereby consent to take the Infectious Disease and HIV testing and such future Infectious Disease and HIV testing as may be required by law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

## Exhibit 5



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### AUTHORIZATION TO COLLECT CORD BLOOD, U-CORD PLUS AND MATERNAL BLOOD; RELEASE FROM LIABILITY

The undersigned is participating in the Cryo-Cell U-Cord<sup>®</sup>/Cord Tissue service. The program requires the collection of a sample of the Mother's blood and the collection of the U-Cord and/or Cord Tissue Specimen at the time of birth of the Child. The collection procedure is outlined in Cryo-Cell's U-Cord Plus 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 U-Cord and/or Cord Tissue Specimen(s) or produce an inadequate Specimen collection. I understand and acknowledge that my caregivers medical judgment to collect or not collect the Specimen shall be absolute and final. I understand my health and the health of my baby are the number one priority.

The undersigned has been given the opportunity to deny or withdraw the consent to procurement procedures without affecting my medical care.

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 U-Cord Specimen and the Maternal Blood Specimen. 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 U-Cord Specimen and the Maternal Blood Specimen.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

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

The U-Cord Plus<sup>SM</sup> service from Cryo-Cell provides expectant families with the opportunity to cryogenically store their newborn's umbilical U-Cord Plus cells contained within substantially intact U-Cord Plus. Should umbilical U-Cord Plus cells be considered for potential utilization in a future therapeutic application, further laboratory processing will be required at no additional charge to the client.

Cryo-Cell's activities for New York State residents are limited to collection of menstrual blood and long-term storage of menstrual blood stem cells. Cryo-Cell's possession of a New York State license for such collection and long-term storage does not indicate approval or endorsement of possible future uses or future suitability of these cells.

Cryo-Cell's activities for New York State residents are limited to collection, processing, and long-term storage of umbilical U-Cord Plus. Cryo-Cell's possession of a New York State license for such collection, processing, and long-term storage does not indicate approval or endorsement of possible future uses or future suitability of these cells.

# *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.



**Accredited**

©2008, CRYO-CELL International, Inc.

## \$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 x 10<sup>7</sup> total nucleated cells (TNC) per kilogram weight of recipient.
- The cryopreserved cord blood must contain at least 1 x 10<sup>5</sup> 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.

## 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.

## \$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.

- 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.

