



# **Enrollment Forms**

24/7 Contact Line 866.389.4659



Dear Parent(s):

Congratulations on taking this important next step and thank you for your continued interest in StemCyte $^{\text{TM}}$ .

Thousands of expectant parents, just like you, are now choosing to privately bank their newborn's Cord Blood --- to store their baby's stem cells for a guaranteed perfect match for their child and a potential match for other family members. At StemCyte™, we are committed to offering you and your family the unique and powerful option to privately store your baby's Cord Blood and Tissue utilizing the same state-of-the-art procedures, quality controls and laboratory that have earned the trust of transplant hospitals and their physicians around the world.

#### **How to Enroll**

#### » Enroll by Phone (Toll Free)

English/Spanish: (866) 389-4659

Hours: Monday through Friday, 7 a.m. - 7 p.m. Pacific Time

Saturday, 8:30 a.m. - 5 p.m. Pacific Time Sunday, 8:00 a.m. - 12 p.m. Pacific Time

Chinese (中文): (866) 654-8988

Hours: Monday through Friday, 8:30 a.m. - 5:30 p.m. Pacific Time

#### » Enroll Online 24 hours/7 days a week

www.stemcyte.com

#### » Enroll by Fax

Fax the completed and signed enrollment forms to (626) 593-5812

#### » Enroll by Mail

Send your completed and signed enrollment forms to:

StemCyte, Inc.

**New Account Department** 

13800 Live Oak Ave.

Baldwin Park, CA 91706

Enclosed are the following documents required to enroll with us:

Ш	Payment Terms (page 4 - 5)
	Service Agreement (page 6 - 11)
	Informed Consent Form (page 12 - 13)
	Health History (page 14 - 17)



#### BEFORE DELIVERY

Complete the Enrollment Forms upon receipt via DocuSign, or fill out manually, then either fax them back at 626-593-5812 or scan and email them back to <u>customerservice@stemcyte.com</u>. This is to be completed even if enrolling for the service by telephone or online.

#### AT THE HOSPITAL

- Immediately notify your Labor & Delivery nurse/caregiver that your physician or midwife will be collecting your baby's Cord Blood and/or Cord Tissue.
- Give the sealed Collection Kit box to physician or midwife if possible, or to a nurse/ caregiver to have ready for collection at the time of delivery.

#### AFTER DELIVERY AND CORD BLOOD/TISSUE COLLECTION

The following steps must be taken immediately after Cord Blood/Cord Tissue collection to ensure that your healthcare provider is readily available should anything need to be corrected or completed.

- Inspect the Cord Blood bag located inside the zip-locked bag and make sure two (2) tight knots are tied in the tubing. Then check the bag and the tubing to ensure neither the Cord Blood bag nor the tubing are leaking. If the bag or tubing are leaking, have your healthcare provider tie additional knots in the tubing.
  - Check the Cord Tissue cup and ensure that the lid has been tightly sealed onto the cup. THE CORD BLOOD/TISSUE CANNOT BE PROCESSED IF THE BAG, TUBING OR CUP IS LEAKING WHEN IT ARRIVES AT OUR LAB.
- Make sure the HPC, Cord Blood label with yellow stripe is affixed to the cord blood bag and is completely filled out. If the label is not complete, please ask your healthcare provider to complete all sections. Ensure that the Cord Tissue barcode ID label is affixed to the Cord Tissue cup.
- Check "Form A Collection and Delivery Form" for date and time of Cord Blood/Tissue collection and signature of the collector. If not complete, ask your healthcare provider to complete it before courier picks up the kit.
- After a maternal blood sample is drawn, check "Form B Maternal Sample Collection Form" for date and time of maternal collection and signature of the person drawing the blood. Ensure the form and filled blood tubes are placed in the provided pouch.
- Place the following into the Collection Kit box:
  - (1) Cord Blood Bag with HPC, Cord Blood label with yellow stripe Affixed
  - (2) Filled Maternal Sample Tubes
  - (3) Completed "Form A Collection and Delivery Form"
  - (4) Completed "Form B Maternal Sample Collection Form"
  - (5) Completed "Form C Maternal Health History Update"
  - (6) Completed "Form D Private Kit Packing List"
  - (7) Cord Tissue cup with affixed barcode ID label.
- Notify StemCyte™ toll-free at 1-866-389-4659 option #1 for pick-up of the Cord Blood/ Tissue Collection Kit. The Cord Blood/Tissue must be received in the processing facility in time to be processed and frozen within 48 hours of the Cord Blood collection. Maternal blood draws must be completed within 7 days of delivery.

### NOTE: STEMCYTE MAY NOT BE ABLE TO PROCESS & STORE THE CORD BLOOD/TISSUE UNLESS THE FOLLOWING ARE DONE:

- 1) THE COMPLETED HPC, CORD BLOOD LABEL WITH YELLOW STRIPE IS AFFIXED TO CORD BLOOD BAG.
- ALL PAPERWORK IS SIGNED AND COMPLETE. WE <u>MUST</u> HAVE THE INFORMED CONSENT FORM SIGNED.
- 3) THE CORD BLOOD BAG, TUBING AND CUP ARE NOT LEAKING.
- 4) THE BARCODE ID LABEL IS AFFIXED TO THE CORD TISSUE CUP.



#### **Definitions:**

#### Cord Blood

Whole Cord Blood is made up of three components. There is strawcolored plasma and the red blood cells and a layer called the "buffy coat" that contains white blood cells and stem cells.

#### StandardCell™

- A Cord Blood processing method where the plasma and a majority of red blood cells are removed. Also known as Red Cell Reduction (RCR).
- \* Most common method of processing Cord Blood.
- ❖ StandardCell<sup>™</sup> bags contain a final volume of approximately 25 ml.

#### MaxCell™

- A Cord Blood processing method where the plasma is removed. Also known as Plasma Depletion (PD).
- StemCyte's proprietary method of processing.
- MaxCell<sup>TM</sup> bags contain a final volume of 30-80 ml depending on the collection volume.
- Several research studies have shown that this processing method results in a higher recovery of TNC (Total Nucleated Cells). TNC is a measure of the number of nucleated cells in a unit which includes the stem cells.



#### Pricing:

Cord Blood - Includes all fees forStandardCell™ orMaxCell™Collection Kit, Shipping and Medical courier fees,Testing, Processing, Cryopreservation and\$1,995.00\$2,195.00

**Cord Tissue** - Collection Kit, Shipping and Medical courier fees, Testing, Processing, Cryopreservation and 1st Year of Storage

\$1195.00

#### Human Leukocyte Antigen (HLA) typing

- Includes all fees for low-intermediate resolution typing for HLA - A, B, DRB1 loci.

\$295.00

- Pricing is subject to change. Pricing applies to single births.
- ❖ We have special pricing for twins and multiple births please call for details.
- Discounts applied are applicable to this contract.

#### Storage

- Storage is \$150.00 per year for a single cryopreserved unit of Cord Blood or Cord Tissue. If the client selects to store both Cord Blood and Cord Tissue, the annual storage fee is \$275.00. All storage fees are fixed for the life of the contract. Storage Fees will be billed to you annually at your child's birth month. Unless you have prepaid your storage fees pursuant to the payment authorization on the following page that has been completed and signed by you , you will have 30 days to pay the relevant storage fees from the date of your invoice.
- StemCyte™ offers several pre-paid storage plans. Please call or visit the website for all current discounts.
- Beyond 35 years of prepaid storage for your child's Cord Blood and/or Cord Tissue, your units will continue to be stored at no additional cost to you or your adult child.
- If storage has been pre-paid and the unit(s) is/are used for transplant, or prepaid plan is terminated, storage fees will be pro-rated and refunded.

#### **Payment Terms**

- StemCyte™ will charge the Cord Blood/Tissue collection fee, the HLA Tissue typing service (where applicable) and any prepaid storage fees (where applicable) in accordance with payment authorization.
- StemCyte, Inc. offers installment payments on accounts as a convenience to our clients. Please call for information about our installment plans.

#### Other Charges

In the event that Client discontinues service prior to baby's birth or the Cord Blood is not delivered to StemCyte, Inc. after the birth, a service fee of \$150.00 will be charged to the client's authorized credit card. Upon collection of this fee by StemCyte, Inc., both parties shall be released from any additional responsibilities or liabilities.

#### **Terms and Conditions for Past Due Payments**

- Client will be notified of the payment interruption within 30 days after the payment was due. Client agrees to provide StemCyte, Inc. with an alternate payment source within another 30 days of that notice, with authorization to collect the past due amount and future amounts as agreed.
- If the past due amount is not collected within 60 days from the payment interruption, the Client agrees that the account is in default, and the entire balance on the account is due and payable in full within another 30 days, or 90 days since payment interruption, or will be subject to a 25% penalty on the balance due within a renewed payment plan.
- If, after 90 days, the balance due is either not paid in full by Client or placed within a new payment plan, then StemCyte, Inc. is authorized, without further notice, to use or dispose of the Client's Cord Blood and/or Tissue unit in its sole discretion. The client shall forfeit all rights and title to the Cord Blood unit regardless of the amounts previously paid.



#### **Payment Authorization**

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0.9	StandardCell™				
10	MaxCell™				
0 (	Cord Blood Only	\$			
0 (	Cord Blood and Tissue				
0 (	Cord Tissue Only				
0	HLA	\$			
0	Prepaid Storage # years				
	Total Due:	\$			
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Blo	ithorize StemCyte. Inc to charge my od or Cord Tissue only is \$150, Cord child's birth month.				
stand tha	authorize StemCyte, Inc. to charge m at this card will be charged a \$150.00 Blood is collected and can not be sto	cancellatio	n fee if I wi	thdraw fror	m the program.
has been	n charged prior to the unit being bank	æd.			
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Authoriz	ed Signature of Cardholder		Date		



#### 1. Introduction

I, as an expectant mother and on behalf of my unborn child, would like to purchase the StemCyte, Inc. Private Umbilical Cord Blood and/or Tissue Banking Service (the "Service"). This includes materials and instructions for collecting the remaining blood in the placenta and umbilical cord (the "Cord Blood") and/or a portion of the umbilical cord (the "Cord Tissue") after the delivery of my child. This includes shipping, testing, processing, cryopreservation, and storage of the Cord Blood and/or Cord Tissue, and testing a sample of my blood for certain infectious diseases, upon the terms and subject to the conditions set forth in this Service Agreement (the "Agreement"). The Service Agreement includes terms and conditions contained in the Parent Information, Payment Terms, Informed Consent Form, \$50,000 LifeSaver Guarantee and Health History.

I understand that until my child turns eighteen (18) all directions to StemCyte, Inc. concerning the Cord Blood/Tissue must come from me or my legally authorized designee. At age eighteen (18), my child shall obtain full ownership claims to the Cord Blood/Tissue and only he or she may provide directions to StemCyte, Inc. regarding the Cord Blood/Tissue and the termination of this Agreement.

#### 2. StemCyte, Inc. Private Umbilical Cord Blood/Tissue Banking Service

StemCyte, Inc. will:

- Provide a Cord Blood/Tissue Collection Kit.
- Perform the following tests on the Cord Blood: nucleated cell count, CD34+ cell count, red blood cell type (ABO/Rh), viability assay, and sterility test (for bacterial and fungal contamination). If the sterility test shows contamination, StemCyte™ will notify you.
- Process and cryopreserve Cord Tissue, if chosen (in addition to Cord Blood).
- Process my baby's Cord Blood by the method indicated on the Informed Consent Form and Service Agreement. If a processing method is not chosen and/or indicated, StemCyte™ will process the Cord Blood by the StandardCell™ processing method by default.
- Test a sample of maternal blood collected at the time of labor and delivery for infectious diseases including HIV (the virus that causes AIDS), Human T-Lymphotropic Virus (HTLV), Hepatitis B and C viruses, West Nile Virus (WNV), Syphilis, Cytomegalovirus (CMV) and Chagas Disease. If any of these tests are confirmed positive, StemCyte™ will notify you. If the Cord Blood is to be used for transplant, additional tests not covered by this Agreement may need to be performed at that time.
- Test a sample of Cord Blood for Human Leukocyte Antigen (HLA), if ordered.

#### 3. My Obligations

In order to receive this Service, I agree to:

- Review, complete, sign and return: (1) Payment Terms, (2) this Service Agreement, (3) Consent Form, and (4) Health History.
- Bring the Cord Blood/Tissue Collection Kit to the hospital when I am admitted for my child's birth.
- Notify StemCyte, Inc. within 2 hours after delivery to arrange for a pickup of the Cord Blood/ Tissue.



- Comply with all steps described in the section entitled "After delivery and Cord Blood/Tissue collection" in the parent information.
- Pay StemCyte, Inc. all amounts due and payable as detailed in the Payment Terms Sheet, attached hereto and incorporated by this reference herein.
- Inform StemCyte, Inc. of any changes in address and contact information or changes to any other information provided to StemCyte, Inc. throughout the duration of this Agreement.
- Be responsible for all additional testing, handling and shipping charges incurred in the event that the processed and stored Cord Blood/Tissue will be needed for transplant. I understand that these expenses incurred for the preparation for transplant may be reimbursed by my insurance company.
- Indicate on the Informed Consent Form and Service Agreement my processing method of choice (MaxCell<sup>TM</sup> or StandardCell<sup>TM</sup>) prior to calling courier.

#### 4. Circumstances in which StemCyte, Inc.'s Service May Not be Available

I will not be able to participate in this service, and StemCyte, Inc. shall not be obligated to provide service to me, under certain circumstances if:

- The test results of the maternal blood sample are confirmed reactive for HIV, the Cord Blood/ Tissue will not be stored.
- The Cord Blood bag, tubing and/or Tissue cup are leaking in any way.
- The HPC, Cord Blood label with yellow stripe is not complete and affixed to the Cord Blood Bag.
- The volume of Cord Blood is below minimum volume capable of processing (8ml)
- The barcode label is not affixed to the Cord Tissue cup.

Due to Federal and/or State Laws, StemCyte, Inc. in its sole discretion has the right to determine whether it is appropriate to store my child's Cord Blood/Tissue.

#### 5. Term and Termination

Subject to payment of applicable fees to StemCyte, Inc. and other terms set forth in this Agreement, the initial term of this Agreement will commence upon the completion of the enrollment forms and or payment and shall continue until the child's 18th birthday for the term of the prepaid enrollment. The Agreement to continue storage may be renewed by my child at that time. The storage fee is fixed for the duration of this contract. If storage fee is paid in full and the Cord Blood/Tissue unit is used for transplant, the storage fee will be pro-rated and refunded. At age eighteen (18), my child shall obtain full ownership claims to the Cord Blood/Tissue and only he or she may provide directions to StemCyte, Inc. regarding the Cord Blood/Tissue and the termination of this Agreement.

StemCyte, Inc. will make its best effort to store the Cord Blood/Tissue for the term of the Agreement. In the event that StemCyte, Inc. is unable to provide continued storage during the term of this Agreement, I may continue to store the Cord Blood/Tissue at the laboratory contracted by StemCyte, Inc. at rates that the contracted laboratory will determine, or I may, at my own expense, arrange for the transfer of the stored Cord Blood/Tissue to another facility.

If I fail to comply with the terms of this Agreement, including my obligation to make required payments, I may lose my rights to the Cord Blood and/or Tissue, and it may be disposed of.



If I do not pay my fees within sixty (60) days of the payment due date as described in the payment terms sheet, I understand I will be in default of this Agreement. I understand that If I do not pay in full within thirty (30) days of a default notice from StemCyte™ (90 days from payment due date), the entire balance due is subject to a 25% penalty fee. The balance due and penalty fee must be paid or new payment plan negotiated within thirty (30 days) of the default notice or furthermore, authorized StemCyte, Inc. to destroy the Cord Blood/Tissue or use it for any purpose in StemCyte, Inc.'s discretion without any obligation to me, my child, or any other family members or guardians.

I understand I may terminate this Agreement for any reason upon sixty (60) days advance written notice. StemCyte, Inc. may terminate this Agreement if:

- (A) it is required to do so by law;
- (B) the Cord Blood/Tissue is lost or destroyed in a manner which does not involve any willful conduct or negligence on the party of StemCyte, Inc;
- (C) StemCyte, Inc. gives you [60] days notice of termination where circumstances beyond its reasonable control prevent it from performing its obligations under this Agreement.

Prior to termination, other than termination by default of this Agreement, or expiration of this agreement, I have the right to specify in writing my desired disposition of the stored Cord Blood/Tissue. Any reasonable costs associated with the requested disposition shall be paid by me. If I do not specify the disposition of the Cord Blood/Tissue, then following the effective date of termination, other than termination of this Agreement occurs by default of this Agreement or this Agreement expires, I will be deemed to have relinquished all rights and interests in the Cord Blood/Tissue and to have authorized StemCyte, Inc. to dispose of the Cord Blood/Tissue or use it for any purpose, in StemCyte, Inc.'s sole discretion. I will not be entitled to any refund if I terminate this Agreement.

#### 6. No Warranty

I acknowledge that, except for the LifeSaver® Guarantee, neither StemCyte, Inc., its affiliates, successors, assigns, officers, directors, employees, agents, independent contractors or subcontractors have ever made any representations, guarantees or warranties, expressed or implied, to me of any type or nature, including, without limiting the generality of the foregoing, with respect to 1) suitability of Cord Blood, Cord Tissue or any of their derivatives for future treatment of diseases, 2) successful treatment of diseases by transplantation or other medical use of Cord Blood, Cord Tissue or any of their derivatives, 3) any advantage of the transplantation or other medical use of Cord Blood, Cord Tissue or any of their derivatives over other treatments, 4) the viability of Cord Blood, Cord Tissue or any of their derivatives on their release by StemCyte, Inc. for transplantation or other medical use, 5) the merchantability or fitness for a particular purpose or use of any product or service hereunder. Without limiting the generality of the above, I acknowledge that there are presently restrictions in the USA as to the treatments for which Cord Blood/Tissue may be used and that StemCyte, Inc. makes no representations and gives no guarantees or warranties, express or implied, that Cord Blood/Tissue and its derivatives may be used for a particular purpose or that it may in the future be so used.

StemCyte™ encourages perspective clients to research current applications for autologous Cord Blood before making a selection of a specific processing method. StemCyte™ cannot guarantee your unit's acceptability for any specific current or future clinical trial or clinical use.



#### 7. Release, Limitation of Liability and Indemnification

I understand and agree that StemCyte, Inc. is not responsible for, and assumes no liability for direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever arising or resulting from the action of others, including my physician(s) or other health care provider(s), the hospital staff, the laboratory staff, and the courier who transports my child's Cord Blood/Tissue, and in no event shall StemCyte, Inc. have any obligation to indemnify me or my child for any claims, damages, liabilities, costs or expenses arising or resulting, directly or indirectly, out of childbirth, the Service, the inability to collect, process, and/or store my child's Cord Blood/Tissue for any reason and the release and use of, or the inability to release or use, Cord Blood/Tissue for transplantation or other medical uses. StemCyte, Inc. assumes no responsibility for assessing the qualifications of my hospital(s), physician(s) or other health care providers.

In consideration of the opportunity to use this Service and subject to the LifeSaver® Guarantee,

- I hereby release and forever discharge StemCyte, Inc., and its affiliates, successors, assigns, officers, directors, employees, agents, independent contractors and subcontractors (collectively, the "Related Parties") from any actions, causes of action and any and all other claims and demands of any kind whatsoever, both in law and equity, that may arise in connection with any services provided pursuant to this Agreement, except if such claims or demands arise out of said parties' gross negligence or willful misconduct; and
- I agree that if StemCyte, Inc., or any of the Related Parties is found liable for gross negligence or willful misconduct in connection with this Agreement, the amount of damages that I may recover shall be limited to the amount of money paid by me and my heirs, successors and assigns pursuant to this Agreement.

STEMCYTE, INC. AND THE RELATED PARTIES ARE RESPONSIBLE ONLY FOR EXERCISING ORDINARY CARE IN CONNECTION WITH PROVIDING THE SERVICE AND WILL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN AS DESCRIBED IN THIS PARAGRAPH.

• Indemnify and hold harmless StemCyte, Inc., and the Related Parties (the "Indemnities") from any and all claims, liabilities, demands and causes of action asserted against Indemnities by my child or other persons for whose benefit the Cord Blood/Tissue is being stored.

#### 8. Confidentiality of Health Information

Neither StemCyte, Inc., nor any affiliate will release my identifiable health information unless such disclosure is authorized by me in writing or required by law.

Pursuant to the laws applicable to StemCyte, Inc., StemCyte, Inc. may be required to provide the FDA, the US Department of Health and Human Services (DHHS) or other government or accrediting agencies with access to my health information. Also, the law in some states requires StemCyte, Inc. to notify local or state health agencies of confirmed positive test results for certain diseases, including HIV, hepatitis, syphilis, and WNV. These agencies may contact me if I have positive test results. In such circumstances, I will be offered a counseling referral if needed.

Some of my demographic information will be de-identified so that there will be no way to link the information to the mother, baby or family. This information may be analyzed to investigate new innovations in Cord Blood banking.



#### 9. Cord Blood/Tissue Transplant Preparation and Shipment

In the event that the Cord Blood/Tissue is needed for a transplant or other medical use, a prescription will be required. Your transplant physician may provide this.

StemCyte, Inc. will prepare and ship the Cord Blood/Tissue according to reasonable and customary industry standards.

In the event that the processed and stored Cord Blood/Tissue will be needed for transplant, or other medical use, all additional testing, handling and shipping charges incurred will be my responsibility. I understand that these expenses incurred for the preparation for transplant may be reimbursed by my insurance company.

Should I choose to transfer the Cord Blood/Tissue unit to another storage facility, it will be at my expense.

Upon release of the Cord Blood/Tissue to a courier, StemCyte, Inc. and the Related Parties will be released of any and all liabilities.

- The addition of Umbilical Cord Tissue Stem Cell Banking complements StemCyte's Cord Blood Banking service by offering another source of stem cells to customers.
- Umbilical Cord Tissue is an additional and abundant source of mesenchymal stem cells (MSC) and epithelial stem cells (ESC). They are currently investigational and there are no FDA approved indications in the U.S.

#### 10. Entire Agreement

This Agreement, constitutes the full and entire understanding and Agreement between the parties and are intended to be the final, complete, and exclusive statement of the terms of the Agreement with regard to the subjects hereof and thereof. The Enrollment Documents supersede all other prior Agreements, communications, and statements, whether written or oral, expressed or implied, pertaining to that subject matter, may not be contradicted by evidence of any prior or contemporaneous statements or Agreements, oral or written, and may not be explained or supplemented by evidence of consistent additional terms.

#### 11. Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California. Venue for any action arising in connection with this Agreement shall be in Los Angeles County, California.

#### 12. Amendment

Any changes to this Agreement must be in writing and signed by the party or parties to this Agreement and StemCyte, Inc. in order to be enforceable. Changes can be made to the \$50,000 LifeSaver Guarantee at any time by StemCyte™ without Agreement of client.

#### 13. Survival

All covenants and Agreements made in this Agreement that, by their terms, require performance after the termination of this Agreement, shall survive the termination of this Agreement.



#### 14. Assignment

StemCyte, Inc. may assign this Agreement to any individual, association, partnership or corporation that is either providing a similar service or intends subsequent to such assignment to provide a similar service.

If StemCyte, Inc. is acquired by or merged with or into another company, as a condition of such merger or acquisition, StemCyte, Inc. shall require that the terms of this Agreement continue in full force and effect.

#### 15. Binding Effect

All of the obligations, terms, provisions and releases set forth in this Agreement shall be binding upon and inure to the benefit of StemCyte, Inc. and me, as well as to each party's respective heirs, personal representatives, successors, and assigns.

#### 16. Severability

The provisions of this Agreement are severable, and if any part of this Agreement is found to be invalid or unenforceable, this Agreement shall otherwise remain in full force and effect.

I have been given an opportunity to ask questions about this Agreement and all of my questions have been answered to my satisfaction. I hereby certify that all information that I have provided to StemCyte, Inc. pursuant to the this Agreement is true and accurate to the best of my knowledge.

X Signature of Custodial Parent		X Signature of Other Parent (Optional)	
Printed N	Name of Custodial Parent	Printed Name of Other Parent (Optional)	
Date		Date	
	For StemCyte™	Use Only	
	Signature of StemCyte™ Representative	Date	
	Printed Name of Representative	_	



## What will I need to do to participate in StemCyte, Inc. Private Umbilical Cord Blood/Tissue Banking Service?

Participating in the StemCyte, Inc. Private Umbilical Cord Blood/Tissue Service (the "Service") is entirely voluntary. However, to participate in the Service, you will have to agree to have your baby's Cord Blood/Tissue and a sample of your blood collected at the time of birth.

#### In what circumstances will my baby's Cord Blood not be collected or processed?

There are many circumstances where it may not be possible to collect, process, or store Cord Blood or Cord Tissue. For example, if my healthcare provider believes that the collection might pose a potential harm to me or the child (i.e. if there is a complication during the delivery), the Cord Blood/Tissue will not be collected. StemCyte, Inc. relies on the recommendation of your healthcare provider and does not participate in any medical decision-making related to the Cord Blood/Tissue collection. If the collection volume is less than 8 ml (less than 2 teaspoons), StemCyte™ will not process and store the Cord Blood, but you will be notified before we discard the Cord Blood.

#### Are there any risks to the collection of Cord Blood/Tissue?

Collecting Cord Blood/Tissue does not pose a risk to your baby. The Cord Blood/ Tissue is collected after your baby is born. A blood sample will be collected from the mother. There are risks to a blood draw including but not limited to bruising, swelling and fainting. This blood will be tested for certain diseases and there is a risk that you will discover you have an infection you did not know you had.

#### What tests will be done on my baby's Cord Blood?

Your baby's Cord Blood will be tested for the red blood cell type (ABO/Rh), total nucleated cells, cell viability, and sterility (bacterial and fungal contamination) to evaluate suitability for transplant. Further testing may be needed at the time of transplantation.

#### What is HLA typing?

HLA (Human Leukocyte Antigen) is a protein--or marker--found on most cells in your body and is used to match you with a donor for a potential stem cell transplant. The best transplant outcome happens when a patient's HLA and the donor's HLA are a close match. This test is not routinely done on private units at the time of banking. However, you may order this test to be performed on your baby's Cord Blood, if desired.

#### Are the tests done on the Cord Blood/Tissue and Maternal Blood confidential?

Yes. The results of the above-described tests are confidential and can be disclosed only as authorized by me or as required by applicable law or accrediting agencies. Government agencies in my state may require StemCyte, Inc. to report positive test results for infectious diseases, including HIV, hepatitis B, hepatitis C, syphilis, and WNV.

#### What is an "Unproven Experimental Stem Cell Therapy"?

Stem cell therapies are nearly all new and experimental, and there is a lot of work still needed to take this research and turn it into safe and effective treatments. Other than the approximate 80 diseases that currently have FDA approval for treatment with stem cells (i.e. Leukemia, Lymphoma, and other blood disorders), all others are still experimental. The fact that a procedure is experimental does not automatically mean that it is part of a research study or trial. Clinical trials have strict criteria to safeguard the safety of participants. For a list of registered trials visit www.clinicaltrials.gov. A complete handbook on StemCell Therapies is published by ISSCR (International Society for Stem Cell Research which can be downloaded at www.isscr.org.

Please Note: StemCyte's activities for New York State residents are limited to collection of umbilical cord tissue and long-term storage of umbilical cord tissue. Stemcyte's possession of a New York State license for such collection and long-term storage does not indicate approval to distribute or endorsement of possible future uses or future suitability of umbilical cord tissue-derived cells.



I, the undersigned, have reviewed and understand the information contained in this informed consent form including:

- I agree to have my healthcare provider collect my baby's Cord Blood and/or Tissue at the time of the birth and to draw a sample of my blood within 48 hours to 7 days of my baby's delivery (depending on the state I reside).
- I consent to have a sample of my blood tested for certain infectious diseases to determine whether the Cord Blood is suitable for storage and transplant.
- I consent to have my baby's Cord Blood tested for the red blood cell type (ABO/Rh), total nucleated cells, cell viability and sterility.
- ❖ I understand that other tests may need to be done at the time of transplantation.
- I consent to have my baby's Cord Blood and/or Cord Tissue, if collected, processed and cryopreserved.
- ❖ I consent to have my baby's Cord Blood tested for HLA, if ordered.
- I agree that if my choice of processing method (MaxCell<sup>™</sup> or StandardCell<sup>™</sup>) is not indicated or documented on this form, StemCyte, Inc. will process my baby's cord blood by StandardCell<sup>™</sup>. StandardCell<sup>™</sup> is the default processing method.
- I understand that StemCyte™ encourages clients to research current applications in Cord Blood before selecting a specific processing method. StemCyte™ cannot guarantee my unit will be accepted in any specific current or future clinical trial.
- I consent to have my demographic information studied as de-identified information in studies to advance Cord Blood banking. De-identification means the information will not be linked to the mother, baby, or family.
- I understand that presently there are only a limited number of circumstances where Cord Blood/Tissue and their derivatives may be used for treatment.
- I understand that the majority of potential therapies using Cord Blood/Tissue and their derivatives are new and experimental and there is no guarantee that they will ever constitute approved uses for Cord Blood/Tissue by regulatory authorities.
- I understand that even if a use for Cord Blood/Tissue is approved (either presently or in the future) by regulatory authorities, there is no guarantee that the Cord Blood/Tissue collected and stored by StemCyte, Inc. will be suitable for use, or able to be used, in any approved treatments.
- I understand that at age eighteen (18), my child shall obtain full ownership claims to the Cord Blood / Tissue.
- I understand that the physician on record will be notified of any positive infectious disease results.

Chosen Cord Blood Processing Method:				
☐ StandardCell <sup>TM</sup> - removes plasma and red blood cells  StandardCell <sup>TM</sup> is the default choice if no processing method indicated				
☐ MaxCell <sup>TM</sup> - removes plasma and r	recovers the highest number of Stem Cells			
Please process my baby's (check all that apply):				
☐ Cord Blood ONLY	☐ Cord Tissue ONLY			
□ Cord Blood and Tissue	□ HLA			
X	X			
Signature of Custodial Parent	Signature of Other Parent			
Printed Name of Custodial Parent	Printed Name of Other Parent			
Date	Date			



#### PLEASE COMPLETE THE ENTIRE FORM

Name (First Last)				
Date of Birth	Due Date			
Driver's License Number/State	Social Security Number			
Silver's Electise Namber/State	Social Security Warnser			
Home Address				
Home Address				
Shipping Address (if different than Home)				
Phone Number				
E-mail Address				
Other Parent, Guardian, or Alternate Contact				
Name				
Discount when				
Phone Number				
E-mail Address				
L-man Address				
OB Provider Information  OB Provider Name	Phone #			
OB Provider Name	Phone #			
Provider Practice Address	l l			
Hospital Name	Phone #			
nospital Name	Priorie #			
Hospital Address				



Yes	No		
0	0	1.	Does the biological parent understand written English?  If not, translated by Relationship
0	0	2.	Are you banking Cord Blood for a sibling of this baby who currently requires a stem cell transplant? If yes, please contact StemCyte at <a href="mailto:siblingdirected@stemcyte.com">siblingdirected@stemcyte.com</a> and mention the "Sibling Directed Program" to determine if you qualify.
0	0	3.	Did you use a donor egg, donor sperm, surrogacy, or adoption for this pregnancy? If yes, please provide the name of Bank(s)
0	0	4.	Do you currently have any medical condition that could be affected adversely by the collection procedure? Such conditions may include cancer, diabetes, blood disease, bleeding problems, lung disease, heart disease, chest pain, stroke, seizure or multiple sclerosis. (Please consult your physician for any identified medical condition applicable to this question.) If yes, please explain
0	0	5.	Do you currently have an infectious skin disease? If yes, please explain
0	0	6.	Has the biological mother, the biological father, or biological sibling(s) of the baby had cancer, leukemia, lymphoma or any other malignant disease? If yes, please list which family member and the disease
0	0	7.	Other than pre-natal vitamins, are you currently taking any medications or antibiotics for infection? If yes, please specify which drug(s) and the reason for use
0	0	8.	In the past 12 weeks, have you had any vaccinations or other shots? If yes, please explain
0	0	9.	In the past 12 months, have you been diagnosed with the West Nile Virus? If yes, please explain
0	0	10.	In the past 12 months, have you come into contact with someone else's blood (e.g., accidental needle stick, contact with blood through an open wound or sore, or contact with mucous membranes such as nose, eyes or mouth)? If yes, please explain
0	0	11.	In the past 12 months, have you received a blood transfusion, clotting factor VIII or factor IX concentrate which was not heat-treated or otherwise virally inactivated, transplant or graft from someone other than yourself, such as organ, bone marrow, stem cell, sclera, bone, skin or other tissue? If yes, please explain
0	0	12.	In the past 12 months, have you had sexual contact with someone who has Hepatitis, Jaundice (not infant jaundice) or HIV? If yes, please explain
0	0	13.	In the past 12 months, have you had sexual contact with a prostitute or anyone else who takes money, drugs or other payment for sex? If yes, please explain
0	0	14.	In the past 12 months, have you had sexual contact with anyone who has hemophilia or who has received clotting factor VIII or factor IX concentrate which was not heat treated or otherwise virally inactivated? If yes, please explain



es/	No		
Э	0	15.	In the past 12 months, have you had sexual contact with a male who has ever had sexual contact with another male? If yes, please explain
Э	0	16.	In the past 12 months, have you lived in the same household as another person who has been diagnosed with Hepatitis B or clinically active Hepatitis C? If yes, please explain
O	0	17.	In the past 12 months, have you had a tattoo, any type of piercing (ear or body or acupuncture)? If yes, were sterile products or single use equipment used in the procedure?
Э	0	18.	In the past 12 months, have you been treated for HPV or genital herpes, syphilis, gonorrhea, chlamydia or other sexually transmitted infections? If yes, please specify and indicate whether you received a test of cure from your physician.
Э	0	19.	In the past 12 months, have you been in juvenile detention, jail or prison for more than 72 hours? If yes, please explain
O	0	20.	In the past 5 years, have you taken intravenous drugs, steroids or anything not prescribed by your doctor? If yes, please explain
Э	0	21.	In the past 5 years, have you received money, drugs or other payment for sex? If yes, please explain
Э	0	22.	Have you been outside the United States or Canada? If yes, please list which countries, dates of travel and how long you were there.
Э	0	23.	From 1980 through 1996, did you spend time that adds up to three (3) months or more in the United Kingdom (England, Scotland, Wales, Ireland, Channel Islands, Falkland Islands and Gibraltar)? If yes, please explain
O	0	24.	From 1980 through 1996, have you spent a total of 6 months in Europe (this includes living, traveling, or serving at a US Military base)? If yes, please explain
Э	0	25.	From 1980 through 1996, did you spend time that adds up to five (5) years or more in Europe? If yes, please list countries.
Э	0	26.	Since 1980 to the present, did you receive a transfusion of blood or blood components from the United Kingdom or France? If yes, please explain
Э	0	27.	Have you or anyone in your household or anyone close to you traveled to Africa in the past 12 months? If yes, please explain
Э	0	28.	Have you ever been diagnosed with or tested positive for HIV, HTLV, Syphilis, Hepatitis B or Hepatitis C?If yes, please explain
Э	0	29.	Have you ever been diagnosed with Tuberculosis, Malaria, Chagas' Disease or Babesiosis, or do you have Acute Respiratory Disease? If yes, please explain
С	0	30.	Have you ever received a dura mater (or brain covering graft) transplant? If yes, please explain



Date

Yes	No				
0	0		Have you ever had intimate contact with a recipient of a transplant or other medical procedure involving exposure to organs, tissues, or living cells from an animal? (Intimate conta includes contact with blood, saliva, and body fluids.) If yes, please explain		
0	0	32.	Has anyone in your maternal or paternal family ever been diagnosed with Aplastic Anemia, Fanconi Anemia, Thalassemia, Chronic Granulomatosis (CGD), Sickle Cell Anemia, Hunter Syndrome, Hurler Syndrome, or any other storage disorder, severe combined immunodeficiency syndrome or blood bleeding genetic disorder? If yes, please explain		
0	0	33.	Has anyone in your maternal or paternal family ever been diagnosed with any form of Creutzfeldt-Jakob Disease (CJD or vCJD)? If yes, please explain		
0	0	34.	Has anyone in your maternal or paternal family ever been diagnosed with any autoimmune disease, such as multiple sclerosis, or encephalitis of unknown origin? If yes, please explain		
0	0	35.	Have you had any significant exposure to a such as lead, mercury, or gold (jewelry doe	substance that may be transferred in toxic doses, s not apply)? If yes, please describe	
0	0	36.	Have you ever received pituitary-derived hu	uman growth hormone? If yes, please explain	
0	0	37.	In the past 6 months, have you received a bite from an animal suspected of having rabies? If yes, please explain		
0	0	38.	Have you had a medical diagnosis of a Zika Virus infection at any point during this pregnancy:  If yes, please explain		
0	0	39.	Have you traveled to South or Central America, Puerto Rico or the Virgin Islands during your pregnancy? If yes, what countries did you visit?		
0	0	40.	During your pregnancy, have you had sex with a male who is known to have either of the risk factors listed in items 38 or 39 above?		
0	0	41.	During your pregnancy, have you had any illness characterized by fever, rash, joint pain or red itchy eyes? If yes, when? How long did it last? Did you see a physician? Was a specific diagnosis made?		
0	0	42.		ration materials, private cord blood donation, or ered to your satisfaction? If no, please explain	
v					
^ Sign	ature	of Cu	stodial Parent	Stemcyte™ Verification of Health History Completion Performed by:	
Prin	ted Na	me c	of Custodial Parent		
				Initials Date	



For every person you refer who banks their baby's Cord Blood/Tissue with StemCyte<sup>™</sup>, we will give you ONE FREE YEAR of storage. You may also choose to donate this FREE YEAR to your friend as a baby gift or receive \$100 cash. Just check the box below to let us know your preference! Help families you care about, and save money at the same time!

Please select your preference:				
	ONE FREE YEAR of storage for me, or Please credit my FREE YEAR of storage to my friend, as a gift, or \$100 cash			
	My Information	Friend's Information		
Name				
Phone Number				
Email Address				
Address_				
Due Duite				

StemCyte, Inc. runs one of the largest and most ethnically diverse donor Cord Blood bank networks in the world. StemCyte™ was founded with one driving commitment: To help save lives by providing the highest quality stem cells to transplant medical centers.

StemCyte™ extends our commitment to every family entrusting us with this precious resource. We use the same procedures, quality controls, and U.S. laboratory when storing your baby's Cord Blood that have earned StemCyte™ acceptance from some of the most highly respected accrediting agencies and from leading transplant hospitals and physicians. StemCyte's Cord Blood processing laboratories have now provided Cord Blood stem cell units for transplant at over 300 transplant facilities around the world. StemCyte™ Cord Blood units have been used to treat the majority of the over 80 different approved uses for Cord Blood, and we continue to provide units for transplantation internationally.

Thank you for sharing this information with your friend(s). We wish you and your family good health.

Certain terms and conditions may apply.



StemCyte<sup>™</sup> is a leader in cell processing and transplantation. If your child's Cord Blood stem cells are used in transplantation and fail to engraft, StemCyte<sup>™</sup> will refund all service fees paid by the client, pay the client an additional \$50,000.00, and provide a replacement unit from the StemCyte<sup>™</sup> donor bank free of charge if one is available. This guarantee does not cover Cord Tissue.

#### **Terms and Conditions**

StemCyte<sup>™</sup> is one of the most highly accredited Cord Blood banks in the world. At StemCyte<sup>™</sup> your child's Cord Blood is treated with the same care as our donor Cord Blood products that have helped transplant physicians save hundreds of lives around the world.

The LifeSaver® Guarantee gives you an added level of security and peace of mind. If the cells do not engraft upon transplantation, you will be refunded all fees paid to StemCyte™ plus an additional \$50,000. Also, we have the ability to search the StemCyte™ Cord Blood inventory for available products and provide you with an alternative Cord Blood product if one is available at a 4/6 HLA match or higher for transplant. Alternatively, if your baby's Cord Blood product is damaged during inbound shipment, processing, or storage, and you choose to stay enrolled paying all fees, we will search the StemCyte™ Cord Blood inventory for available products and provide you with another Cord Blood product if one is available at a 4/6 match or higher when your child or a family member needs a stem cell transplant.

#### Use of Guarantee and Cells

- This guarantee requires that the request for stem cells come from a transplant physician at an accredited transplant center who writes a prescription for a Cord Blood product to be used for hematopoietic stem cell transplantation.
- An appropriately matched Cord Blood unit is a Cord Blood unit with sufficient viable post-thaw total nucleated and CD34+ cell count that is 4/6 (or better) HLA match, using DNA based techniques at a low intermediate level resolution for HLA class I alleles and an high level resolution for HLA class II alleles. A family member is defined for this guarantee as a first degree blood relative to the baby (biological sibling or parent).
- Time to assessment of engraftment using the usual definition of engraftment must be at least four weeks. Valid medical records documenting proof of non-engraftment will be required. Cells must not have been subjected to positive or negative cell selection, expansion, gene therapy, or have been combined with peripheral blood, bone marrow, or a second Cord Blood unit. The Guarantee does not apply to experimental procedures. It applies to use in treatable diseases (see the NMDP list). The guarantee is not available to clients who are part of StemCyte's Sibling Directed Program, or other programs funded by state or government, or if there is a 3rd party payee.
- StemCyte™ does not guarantee a favorable outcome or lack of adverse events for any stem cell transplantation with its units. Furthermore, StemCyte™ does not guarantee that an unrelated Cord Blood product that is identified for your family will be deemed acceptable to the transplant physician or transplant center, since each transplant is a complex decision.
- This guarantee does not cover damage caused by natural disasters or Acts of War.
- Residents of Missouri, Oklahoma, and Rhode Island are not eligible for the guarantee.
- This guarantee is subject to disclaimers, releases, limitations of liability and indemnities in the Service Agreement that you have signed.

## 24/7 CONTACT LINE

1.866.389.4659

13800 Live Oak Ave. Baldwin Park, CA 91706