

Family Cord Blood and Cord Tissue Banking Enrollment Documents

Services Agreement

The undersigned expectant parent(s) (“Client”) are electing to enter into the Services Agreement (“Agreement”) for CORD:USE Cord Blood Bank, Inc. (“CORD:USE”) to provide processing, freezing, cryogenic storage and maintenance of cells collected from the umbilical cord and placenta (“Cord Blood”) and, if tissue service is selected by Client, the umbilical cord tissue (“Cord Tissue”) following the birth of the Client’s child (“Child”).

Cord Blood Banking Processes, Rights, and Responsibilities

Client is responsible for reading, completing and signing all enrollment documents prior to the birth of the Child as well as paying all fees, following all payment terms and following the instructions provided by CORD:USE. Following completion of these enrollment documents, CORD:USE will provide Client with a Cord Blood/Cord Tissue shipping container that includes a kit that the obstetrician or midwife (“Obstetrical Provider”) will use to collect the Cord Blood and Cord Tissue (if service selected by Client). Please note that Cord Tissue banking services can only be selected in conjunction with Cord Blood banking services. Client is responsible for taking the shipping container, collection kit and all contents to the hospital or birthing center. Client is responsible for notifying their Obstetrical Provider of the desire to have the Child’s Cord Blood and Cord Tissue collected. Client authorizes CORD:USE to contact their Obstetrical Provider(s) and any other person or group if necessary to facilitate the provision of services described in this Agreement. CORD:USE will provide cord blood/cord tissue collection materials to aid the Obstetrical Provider, however, it is understood that the Obstetrical Provider does not act as an agent of CORD:USE and the service of collecting the Cord Blood and Cord Tissue is agreed to by the Obstetrical Provider and Client. Once the Cord Blood and Cord Tissue is collected, Client shall contact CORD:USE to arrange for an express courier to pick up the Cord Blood and Cord Tissue for shipment to CORD:USE’s laboratory. When the Cord Blood/Cord Tissue arrives at the laboratory, CORD:USE will process, freeze, and cryogenically store the Cord Blood and Cord Tissue (if this service is selected by Client). During this process, Client will be consulted regarding the storage if the Cord Blood or Cord Tissue does not meet banking requirements. Client authorizes CORD:USE to arrange for testing of maternal blood and/or Cord Blood/Cord Tissue samples. All test results and health screening information are subject to review by the CORD:USE Medical Director, and CORD:USE maintains the right to reject and discard any Cord Blood or Cord Tissue sample due to the presence of viral or bacterial contamination, or any other reason the CORD:USE Medical Director determines necessary. After cryogenic storage, CORD:USE will send written confirmation to Client that the Cord Blood and Cord Tissue are successfully processed and stored. Client will read and sign the *Informed Consent*. The expectant mother is responsible for completing the Medical History Questionnaire truthfully and to the best of her ability including information regarding her medical history, the medical histories of her family members and information regarding her recent and past behaviors. If Client consists of one parent/legal guardian, that person will have sole rights with regard to the Cord Blood and Cord Tissue. If Client is more than one parent/legal guardian, they will be jointly and severally liable for the undertakings contained in this Agreement and the rights under this Agreement will be held jointly and any disposition of the Cord Blood/Cord Tissue prior to the Child reaching age eighteen (18) will require the written permission of both parents/legal guardians. At any time after the Cord Blood and Cord Tissue is placed into cryogenic storage, CORD:USE will prepare and release the Cord Blood or Cord Tissue upon receipt of a written request sent by certified mail or by recognized overnight courier for next business day delivery from the Client, the Child’s legal guardian(s), the Child after his or her eighteenth (18th) birthday, or by a court order. The Cord Blood will only be released for use to a physician qualified to perform a cord blood transplant or a cord blood medical procedure. CORD:USE will only release the Cord Tissue to a laboratory qualified to prepare the Cord Tissue for further processing. Client will be responsible for the cost of shipment of the released Cord Blood and Cord Tissue to the designated treatment facility. Following use of the Cord Blood in a transplant or medical procedure, CORD:USE offers the CORD:USE Engraftment Guarantee in accordance with its terms. These terms include that should the Cord Blood be used for transplantation and it fails to engraft (produce healthy, new cells), if medically indicated and a match is available, CORD:USE will provide a unit from the CORD:USE Public Cord Blood Bank at no charge. If a medically acceptable match is not available in the CORD:USE Public Cord Blood Bank, CORD:USE will refund all fees paid under this Agreement and contribute \$50,000 towards the search and procurement of another publicly available cord blood unit. See www.corduse.com for more specific information regarding the terms of the Engraftment Guarantee. Since the Cord Tissue will be sent for further processing at a laboratory, no guarantees are made.

General Termination, Limitations of Liability, and Miscellaneous Provisions

This Agreement may be canceled by the Client following sixty (60) days advance written notice at any time while the Child is under the age of eighteen (18), provided that all outstanding balances have been paid for services rendered. All cancellations of this Agreement must be made to CORD:USE and sent by certified mail or by recognized overnight courier for next business day delivery to CORD:USE Family Cord Blood Bank, 1991 Summit Park Drive, Suite 2000, Orlando, Florida 32810. When the Child reaches eighteen (18) years of age (“Adult Beneficiary”), only he or she may cancel this Agreement. The Adult Beneficiary will receive notice from CORD:USE regarding the option to sign a new service agreement or to allow this Agreement to expire. If this Agreement is canceled, expires or if any payment is not made within sixty (60) days of its due date, CORD:USE will make an effort to contact the Client or Adult Beneficiary, as the case may be, regarding the Cord Blood’s disposition if not already defined in writing by Client or Adult Beneficiary. If a response is not received, or if Client or Adult Beneficiary does not choose to dispose of the Cord Blood at his or her expense, CORD:USE will obtain the right to discard or utilize the Cord Blood sample as it chooses. Notice by CORD:USE will be deemed sufficiently provided if delivered by certified mail or by recognized overnight courier for next business day delivery to the address provided by Client to CORD:USE. Client is responsible for notifying CORD:USE of changes to Client’s contact information: including name(s), method of payment and/or mailing address. Client understands and agrees that, except for those included in the terms of the CORD:USE

Engraftment Guarantee, CORD:USE's liability shall not exceed the total amount paid by Client to CORD:USE under this Agreement except to the extent such claims derive directly from acts committed by CORD:USE that are willful and/or grossly negligent. Client understands that the process of cord blood banking and transplantation is still considered a relatively new medical procedure and with the exception of the CORD:USE Engraftment Guarantee, there is no guarantee or assurance of the success of collection, transport, testing, processing, cryogenic storage or use in transplantation. Client also understands that Cord Tissue banking is experimental and there are no accepted clinical therapies using Cord Tissue at this time. Client understands and agrees that by signing this release, Client is giving up certain rights now or in the future to sue or otherwise seek money damages or other relief against CORD:USE except as described above. Client releases CORD:USE and its officers, directors, affiliates, agents, employees, successors and assigns from and against any and all fees, damages, penalties, claims, fines, costs, losses, liabilities and other expenses of any kind (including, without limitation, attorneys' fees) in connection with this Agreement, except to the extent such liabilities derive directly from acts committed by CORD:USE that are willful and/or grossly negligent. Any dispute or controversy arising between Client and CORD:USE will be resolved by binding arbitration following the rules provided in the Florida Code of Civil Procedure and Evidence. In the event of arbitration, or any court proceedings, the decisions of the court or arbitrator(s) will be final, binding and conclusive. This Agreement will be governed by the laws of the State of Florida without reference to its conflict of law principles. This Agreement, including the *Informed Consent*, constitutes the entire Agreement between the parties and supersedes all previous Agreements or representations, oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and must be signed by all parties. If the performance of this Agreement is prevented, restricted, or interfered with by reason of war, strikes or labor disputes, natural disaster, law, order, proclamation, ordinance, demand, requirement by a government agency or any other condition or act beyond the control of CORD:USE (each a Force Majeure), CORD:USE will be excused from such performance and not be liable for any damages whatsoever. CORD:USE maintains the right to assign this Agreement and transfer the Cord Blood to another cord blood banking facility in the unlikely event such a transfer is necessary to preserve the integrity of the Cord Blood. CORD:USE is not responsible for procedures or services performed by third parties, including, but not limited to, collection, courier transportation and handling, performance of laboratory testing, use during transplantation. If any provision of this Agreement is held by a court to be void or unenforceable, the remaining provisions of this Agreement will continue and remain in full force. All parties acknowledge they have read this Agreement, understand its terms and conditions, and agree to be bound by it.

Informed Consent

I wish to enroll in the family Cord Blood banking service provided by CORD:USE. I understand that the service provides processing, freezing, cryogenic storage and maintenance for my Child's Cord Blood. I understand that the Cord Blood will be stored and maintained by CORD:USE at a cryogenic storage facility. If needed for transplant or a medical procedure, CORD:USE will retrieve and release the Cord Blood at my request as described in the *Services Agreement*. I understand that if I also want to enroll in the Cord Tissue banking services with CORD:USE, I will also print & sign my name below indicating this selection.

Cord Blood Uses

I understand that the stored Cord Blood may potentially benefit my family should my Child or a first degree relative of my Child, need it in the future to treat certain diseases. I understand that it is not possible to know whether my Child or someone in my Child's family will develop a disease in the future that can be treated by cord blood. I understand that there are clinical trials and research exploring the possibility of additional uses of cord blood. I also understand that the presence of clinical trials and research with cord blood is not a guarantee that cord blood will prove to be effective in those clinical trials or research. It is also possible that alternate or better therapies may be developed in the future. I understand that some alternate sources of stem cells exist today and more could be found in the future. I understand that the Cord Blood will be an exact match for the Child and it may be an acceptable match for siblings or other family members. I also understand that risks include that the Cord Blood may not be a suitable match for siblings and other family members, a cord blood transplant may not provide a cure, cord blood may not be the treatment of choice for an applicable disease and/or a cord blood transplant may not be successful. The decision to utilize the Cord Blood for a transplant or medical procedure in the future will be strictly between a medical physician and me. I understand that in addition to the quality of and number of cells in the Cord Blood, the success of a cord blood transplant depends on many factors, including but not limited to, the degree of match between the cord blood and recipient, the condition of the recipient and the type of disease being treated.

Cord Tissue Uses

I understand that if I select to also enroll in Cord Tissue banking services, the tissue may or may not one day be able to benefit my family should my Child or a first degree relative of my Child need it in the future for a cellular therapy. I also understand that as of the day I sign this informed consent, there are no accepted clinical therapies utilizing Cord Tissue.

Collection, Shipment, Processing and Storage

I understand that the Cord Blood and Cord Tissue collection is an arrangement between my Obstetrical Provider and me. I understand that in the unlikely event a complication should occur during birth, it may become impossible for my Obstetrical Provider to collect the Cord Blood and/or the Cord Tissue. Therefore, I understand that collection of cord blood or cord tissue cannot be guaranteed. My health and the health of my baby are of primary importance, and I agree that my Obstetrical Provider's judgment will be absolute and final. I will not hold my Obstetrical Provider(s), nurses, the hospital/birthing center and its affiliates, its Board of Directors and officers, and/or its employees responsible or liable for any arrangements, procedures or handling of the Cord Blood or Cord Tissue. I understand that my Obstetrical Provider may receive payment from CORD:USE for performing services related to the collection of the Cord Blood and Cord Tissue. I understand that a possibility exists that external factors could cause a Cord Blood/Cord Tissue shipment to be delayed, lost or damaged during transit and that no courier can guarantee that these issues will never happen. I understand that I will be consulted regarding the storage if the Cord Blood or Cord Tissue does not meet minimum guidelines for storage as determined by CORD:USE. I understand that there is no way to determine if the Cord Blood or Cord Tissue can be stored

until they have been processed and tested. I understand that CORD:USE is not responsible for procedures or services performed by third parties, including, but not limited to, collection, courier transportation and handling, performance of laboratory testing, or use during transplantation. I understand that if the services described in this Agreement are terminated for any reason prior to the Cord Blood or Cord Tissue being processed, I will only be responsible for a cancellation fee.

Health Screening and Testing

I permit CORD:USE to review and keep the medical history questionnaire and any applicable medical records for me and my Child. I consent to provide maternal blood samples for testing as required by regulatory and accrediting organizations. I understand that taking blood from the arm of the birth mother may cause discomfort, bruising, soreness, inflammation around the needle injection site, fainting or infection. I permit CORD:USE to arrange for the maternal blood samples to be tested for evidence of infectious diseases, including but not limited to Human Immunodeficiency Virus ("HIV"). If test results indicate that I may have a serious disease, I permit CORD:USE to notify me, my Obstetrical Provider(s) and public health officials as required by law. I understand that if the test results come back as positive for HIV, the Cord Blood and Cord Tissue will not be stored. I also understand that the placement of all Cord Blood and Cord Tissue samples into storage is subject to the review of the CORD:USE Medical Director, and if the maternal blood test results or responses to the health questionnaire indicate the possible presence of infectious diseases, the Cord Blood and Cord Tissue will only be stored with the Medical Director's approval. I understand that CORD:USE maintains the right to reject any Cord Blood or Cord Tissue sample. I understand that CORD:USE will notify me in writing if a decision is made not to store the Cord Blood and/or Cord Tissue. I understand that due to pregnancy, these tests are not always accurate and may result in higher incidences of false positive results. I understand that if I believe I have been exposed to HIV or if I believe I could have another serious disease, I should not rely on CORD:USE test results and I should seek independent testing. I permit CORD:USE to ask my Obstetrical Provider to notify me if testing indicates that my Child or I may have a serious disease. I understand that CORD:USE is not a clinic or hospital that treats patients, and CORD:USE will not be responsible for counseling me or providing medical advice regarding any test result. I understand the absence of a maternal blood sample or the failure to adequately test maternal blood may render the Cord Blood or Cord Tissue sample unusable in future transplants or medical procedures.

Confidentiality and Disclosure of Health Information

I understand that CORD:USE will keep confidential any information that could identify my Child or me, except if such disclosure is authorized by me, required to fulfill the services described in this Agreement, or required by law. I understand that my Obstetrical Provider may disclose certain medical information about me and the delivery of the Child to CORD:USE to facilitate various service aspects of this Agreement. I understand that the U.S. Food and Drug Administration, the U.S. Department of Health and Human Services, and other governmental agencies may require CORD:USE to allow such agencies to perform inspections of records in accordance with applicable federal, state and local regulations. I agree that CORD:USE may contact me at a later date regarding its services under the Agreement or to obtain supplemental medical information. I understand that CORD:USE may use information and test result data in reports or publications provided that personal identifiers are removed and confidentiality is maintained. I understand that the confidentiality will continue even after cancellation, termination or expiration of the Agreement.

When I enroll with CORD:USE, I understand that the process of cord blood banking requires CORD:USE to be provided with, to have access to, and/or create Protected Health Information ("PHI") and/or Electronic Protected Health Information ("ePHI") that is subject to the treatment under regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. parts 160 and 164 (the "HIPAA Regulations").

I understand that CORD:USE will: (a) not use or disclose PHI/ePHI other than as permitted or required by this Agreement, as limited by HIPAA, the HIPAA Regulations and other appropriate laws. (b) use physical, administrative and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI/ePHI other than as permitted by law and as provided for by this Agreement. (c) report to me any use or disclosure of PHI/ePHI in violation of law not provided for by this Agreement of which CORD:USE becomes aware. (d) ensure that any agents and subcontractors to whom CORD:USE provides PHI/ePHI received from, or created or received by CORD:USE on my behalf are bound to the same restrictions and conditions set forth in the HIPAA Regulations that apply to CORD:USE or as agreed to under this Agreement. (e) comply with all HIPAA regulations for making my PHI/ePHI available to me upon my written request. (f) make its internal practices, books and records relating to the use and disclosure of PHI/ePHI available to the Secretary of HHS for purposes of determining compliance. (g) upon the expiration or termination of this Agreement, return to me or destroy all of my PHI/ePHI, including such information in possession of CORD:USE's subcontractors, and retain no copies, if it is feasible to do so. If return or destruction is infeasible, CORD:USE will extend all protections, limitations and restrictions contained in this Agreement to CORD:USE's use and/or disclosure of any retained PHI/ePHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI/ePHI infeasible. This provision shall survive the termination or expiration of this Agreement and/or any other agreement. (h) use reasonable commercial efforts to mitigate any harmful effect that is known to CORD:USE of a use or disclosure of PHI/ePHI by CORD:USE in violation of the requirements of this Agreement.

As specified in this Agreement, certain disclosures of PHI/ePHI may be necessary to perform its obligations to me under CORD:USE's obligations within this Agreement. In addition, CORD:USE may: (a) use the PHI/ePHI in its possession for its proper management and administration and to carry out the legal responsibilities of CORD:USE. (b) disclose the PHI/ePHI in its possession to a third party for the purpose of CORD:USE's proper management and administration or to carry out the legal responsibilities of CORD:USE, provided that the disclosures are required by law or CORD:USE obtains reasonable assurances from the third party regarding the confidential handling of such PHI/ePHI as required under the HIPAA Privacy Rule. (c) de-identify any and all PHI/ePHI obtained by CORD:USE under this Agreement, and use such de-identified data, in data aggregation or for reports or publications in accordance with the de-identification requirements of the HIPAA Privacy Rule.

I have read and understand the *Services Agreement and Informed Consent*. I confirm that I am at least eighteen (18) years old, I have read, understand and agree to the terms of the *Services Agreement and Informed Consent* and they are written in a language that I understand. My questions have been answered, and I have signed the *Services Agreement and Informed Consent* freely and voluntarily to enroll in CORD:USE **Cord Blood** banking services.

Signature of Mother

Date

Signature of Father

Date

Print Name of Mother

Print Name of Father

I have read and understand the *Services Agreement and Informed Consent*. I confirm that I am at least eighteen (18) years old, I have read, understand and agree to the terms of the *Services Agreement and Informed Consent* and they are written in a language that I understand. My questions have been answered, and I have signed the *Services Agreement and Informed Consent* freely and voluntarily to enroll in CORD:USE **Cord Tissue** banking services.

Signature of Mother

Date

Signature of Father

Date

Print Name of Mother

Print Name of Father

Please retain a copy of these Enrollment Documents and send the originals to:

CORD:USE Family Cord Blood Bank
1991 Summit Park Drive, Suite 2000
Orlando, FL 32810
Tel # 407-667-3000
Fax # 407-667-3003

Email Address: clientservices@corduse.com

Your hospital may require a copy of this Agreement and Informed Consent upon admission.

CORD:USE[®]
FAMILY CORD BLOOD BANK
Contact Information

Mother's Full Legal Name (*Last, First, Middle*) *Social Security # (or Other Specified ID #)* Date of Birth:

Home Phone: Work Phone: Cell Phone:

Primary Email (for notification when cord blood is received at the laboratory): Secondary Email: Home Fax:

Home Address: *City:* *State:* *Country:* *Zip code:*

Maiden Name (if applicable): Expected Due Date: Healthcare Plan's Name

Father / Other Full Legal Name (*Last, First, Middle*) *Relationship to Child (if not Father)* Date of Birth:

Obstetrician / Midwife's Name Obstetrician / Midwife's Phone: Obstetrician / Midwife's Fax:

Obstetrician / Midwife's Office Address: *City:* *State:* *Country:* *Zip code:*

Delivery Hospital Name: Hospital Phone: L&D Phone:

Hospital Address: *City:* *State:* *Country:* *Zip code:*

Emergency Contact Name Emergency Contact Phone Number:

Emergency Contact Street Address: *City:* *State:* *Country:* *Zip Code:*

Type of Birth (Check all that apply) Single Birth Twins Triplets or More Scheduled Cesarean Induction Adoption Surrogate

Are you banking Cord Tissue in addition to Cord Blood? YES NO

Are You a Returning CORD:USE Client? Yes No Were You Referred by CORD:USE Client? _____
Referral Client's Name

How did you hear about CORD:USE? Repeat Client Obstetrician/Midwife Friend Relative Pediatrician Childbirth Educator Hospital
 Mailing Maternity Store TV/Radio CORD:USE's Website Baby/Pregnancy Website _____
 Internet Search Engine _____ Magazine in OBGYN office _____
 Other Magazine _____ Other _____

CORD:USE Client Identification Number (Leave Blank - CORD:USE will complete this number): _____

Payment Information

PREPAY 18 YEARS STORAGE OPTION (\$500 Savings – equivalent of 4 years free of annual storage payments): Yes No

Please choose 1 of the following payment options:

Credit Card

I authorize CORD:USE to bill the following credit card: Visa MasterCard Discover American Express

Card Number:

Expiration Date:

Security Code:

Name on Card:

Signature of Cardholder:

Billing Address (if different than home):

Check

Please mail your check with payment in full plus these enrollment forms to:

CORD:USE Family Cord Blood Bank
Attn: Enrollment
1991 Summit Park Drive, Suite 2000
Orlando, Florida 32810

CareCredit® Payment Plan

CareCredit® Account Number: _____

If you do not have a CareCredit® account, you can also apply on-line by visiting www.carecredit.com/apply. Enter “corduse” in the box that states “Search for a Doctor”

Choose a payment plan:

- 6 Month No Interest Plan 12 Month No Interest Plan
 24 Month Extended Payment Plan 36 Month Extended Payment Plan 48 Month Extended Payment Plan
 60 Month Extended Payment Plan (only available if choosing prepayment of storage fees)

Fees and Payment Terms

Unless discounts or other arrangements are made with CORD:USE, Cord Blood banking fees include: An initial, one-time Enrollment Fee of \$1,870 for processing and testing; \$150 for shipping; and your first year’s Storage Fee of \$125. Cord Tissue banking fees are \$995 including your first year’s storage fee of \$125. Fees are subject to change without notice prior to enrollment. If paying by credit card, the Enrollment Fee, Shipping Fee and the first year’s Storage Fee will be due when the cord blood is placed into cryo-storage. If paying by check, the Enrollment Fee, Shipping Fee and first year’s Storage Fee are due upon the completion of the enrollment forms. The subsequent Storage Fees for cord blood and cord tissue (if you elect this service) will each be due on or before each anniversary of the birth date of the Child. Rush delivery fees may apply if enrollment occurs at such a time requiring an express overnight delivery of the shipping container / collection kit. If not electing to prepay storage, the amount of the Storage Fee will be held fixed for the 18 year term of the Agreement. CORD:USE may provide a payment to Obstetrical Providers for performing services related to the cord blood collection. Once the cord blood is processed at the laboratory, the Enrollment Fee is non-refundable. Any cancellations prior to processing are subject to a \$200 fee. Fees apply to single birth U.S. customers only.

For New York Clients:

Please note: CORD:USE’s activities for New York State residents are limited to collection of umbilical cord tissue and processing and long-term storage of umbilical cord tissue-derived stem cells. CORD:USE’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.