



A. SERVICE AGREEMENT

For the procurement, processing, testing, cryopreservation and storage of umbilical cord and/or umbilical cord blood stem cells depended upon the Service requested:

- CryoCord
- CryoCord +

CELLS LIMITED, Temple House, 221 – 225 Station Road, Harrow HA1 2TH, United Kingdom

And

The Parent(s)/Legal Guardian(s) on their behalf and on behalf of the (unborn) Child (hereinafter jointly to be referred to as the “Client”)

(CELLS LIMITED and the Client, together, the “Parties”)

(Client to fill in the relevant fields below):

MOTHER/LEGAL GUARDIAN

Last Name:			
First Name:			
Address:			
City:		Post Code:	
Country:			
Date of Birth:			
Telephone:		Mobile:	
Email:			

FATHER/LEGAL GUARDIAN

Last Name:			
First Name:			
Address:			
City:		Post Code:	
Country:			
Date of Birth:			

Cells Limited 221-225 Station Road | Harrow | HA1 2TH | United Kingdom
Freephone: 0800 11 CELLS (23557) | Fax: 0845 226 0866 | Email: info@cellslimited.com



Telephone:		Mobile:	
Email:			

HOSPITAL/CLINIC

Name:			
Address:			
Physician's Name:			
Midwife's Name:			
Due Date of Birth:			
Multiple Birth:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, how many babies: <input type="text"/>

(Kits will be sent depending upon the number babies expected).

I/We, the undersigned Parent(s)/ and /or Legal Guardian(s) hereby accept the General Terms and Conditions, which are attached to this agreement.

Place: _____ Date: _____

Mother's Signature: _____

Father's Signature: _____

Signed for and on behalf of Cells Limited:

Managing Director



B. FEE SCHEDULE

THE TOTAL COST

The total cost including subscription fee and the service fee for the initial period of 25 years is as follows:

- CryoCord: £1645
- CryoCord+: £2145

The Total Fee includes the administration, collection kit, transportation, processing, testing, cryopreservation and storage during the Initial Storage Period of 25 years.

SUBSCRIPTION FEE

An initial deposit of £195 for enrolment (the "Subscription Fee") is payable before the birth of the child. Upon receipt of the signed Agreement by Cells Limited, the collection kit will be sent to you as soon as possible. The Subscription Fee is non-refundable.

SERVICE FEE

The Service Fee is payable after the Product has successfully been placed in storage is as under:

- CryoCord: £1450
- CryoCord +: £1950*

* If either cord blood stem cells or cord tissue cannot be stored due to technical reasons, or the sample failing processing, the client shall pay a Service Fee of £1450.

Credit/Debit card payments will incur 4% payment processing fee.

This Agreement may be terminated by CELLS LIMITED if we do not receive the Subscription Fee or Service Fee within the specified time, provided that the Client is given 30 days from the date of invoicing to make such payments. Termination of this agreement will not affect Client's responsibility for payment in full of all amounts invoiced and of all additional administrative and legal costs related to collecting the outstanding amount.

ADDITIONAL FEES

Additional Fees may be charged if additional testing is required; e.g. because of abnormal lab test results, or if required by local or international regulations.

REFUNDS

In the event that there are either insufficient stem cells in the Specimen or CRYO-SAVE is unable to collect stem cells from the Specimen no storage will take place and Client will have no further liability to pay any further fees. The Subscription Fee of £195 is non-refundable under any circumstances.



SPECIAL REDUCTIONS

In case of twins Client is entitled to receive a 25% reduction on the Service Fee for the second twin.

PAYMENT OPTIONS

After the Subscription Fee is paid and the Product(s) is/are successfully placed in storage, I/we wish to pay the Service Fee:

- In one single instalment (by cheque, bank transfer or credit card)
- In three equal monthly instalments (by cheque or bank transfer); £50 Surcharge will be added to the service fee

Special note:

For Card Payment, please call our customer services on Freephone: 0800 11 23557.

All payments must be received by CELLS LIMITED no later than 30 days after date of the relevant invoices. In the event of failure to meet this requirement, even in relation to a single invoice, the Client shall be obliged to pay the entire outstanding balance due in one single instalment. Should the Client fail to do so, this Agreement may be terminated by CELLS LIMITED in accordance with Section 7 of General Terms and Conditions of this Agreement.

I/We, the undersigned Parent(s) /and /or Legal Guardian hereby accept the above Fee Schedule of this Agreement.

Place: _____ Date: _____

Mother's Signature: _____

Father's Signature: _____

Signed for and on behalf of Cells Limited:

Managing Director



C. CONSENT OPTIONS

I/we hereby confirm that the consent form has been completed and we have selected the following service:

- CryoCord**

- CryoCord +**

Place: _____ Date: _____

Mother's Signature: _____



GENERAL TERMS AND CONDITIONS FOR STEM CELLS STORAGE SERVICE

1. PREAMBLE

Cells Limited is the authorised agent of CRYO-SAVE; the Europe's leading stem cells bank. CELLS LIMITED holds Human Tissue Authority Licence number 22520 for procurement, distribution, import/export of tissues and/or cells intended for human application. CRYO-SAVE laboratories established in the EU member states are authorised by the local authorities in the Netherlands and Belgium respectively to process, test, cryopreserve and store umbilical cord blood stem cells and/or umbilical cord tissue for the human application.

Throughout this agreement, CRYO-SAVE has been mentioned to describe the services provided by CELLS LIMITED in the UK as well as the CRYO-SAVE Labs in Europe for the storage of umbilical cord and umbilical cord blood stem cells for our Clients including test performed on maternal blood to conform to the Human Tissue Authority Directions 001/2006.

2. PURPOSE

The purpose of this document is to set out the terms, conditions, limitations, risks and costs of the processing, testing, cryopreservation and storage in an authorized cellular processing and storage unit (a "Unit") and release of the Product obtained from the Specimen collected at the time of birth of the Child(ren) of the Client.

In this agreement the following terms have been used and shall convey the meanings as mentioned below:

Service: CryoCord

Specimen: Umbilical Cord Blood

Product: Cryopreserved Stem Cells extracted from Umbilical Cord Blood

Service: CryoCord +

Specimen: Umbilical Cord and Umbilical Cord Blood

Product: Cryopreserved umbilical cord and Cryopreserved Stem Cells extracted from Umbilical Cord Blood

Service: Procurement:

This is the process by which tissues and cells are made available. In brief this process includes signing of the Consent and Service Agreement with the Client, Collection of Specimen after the birth of the Child and finally the safe Transportation/export of the Specimen to the designated CRYO-SAVE Lab.

By signing this Service Agreement the Client agrees to be legally bound to CRYO-SAVE for the procurement, processing, testing, cryopreservation and storage of the Specimen in any Unit. The Client also acknowledges that he/she/they has/have been fully informed, and accept(s) and agrees to the conditions, risks, limitations and associated costs of such activities, in accordance with these terms and conditions.

3. SERVICES

Procurement: Procurement of Specimen (s) is coordinated by the CELLS LIMITED with the assistance of the Client until the Specimen(s) is handed over to the designated courier for transportation/export and finally delivered to the designated CRYO-SAVE Lab.

CRYO-SAVE's obligations and liabilities are expressly limited to the services described in this agreement; no other service will be provided by CRYO-Save to the client and CRYO-SAVE expressly disclaims any responsibility to provide any other services that are not included in this agreement.



CryoCord:

On receipt of the Specimen, CRYO-SAVE will endeavour to process and cryopreserve stem cells from the Specimen for the purpose of direct application in humans, provided a sufficient number of viable stem cells can be identified. CRYO-SAVE will store the Product for the Initial Storage Period (as defined in Section 7 below) or longer as agreed in accordance with Section 7.

In the event that there are insufficient stem cells in the Product or CRYO-SAVE is unable to collect stem cells from the Specimen or if CRYO-SAVE determines that storage is for other reasons not possible, no storage will take place and the Client will not be obliged to pay CRYO-SAVE the Service Fee related to this Product. The Subscription Fee is not refundable.

CryoCord +

This Service includes storage of umbilical cord blood stem cells and storage of umbilical cord tissue:

The Umbilical Cord Blood: On receipt of the Specimen, CRYO-SAVE will endeavour to process and cryopreserve stem cells from the Specimen for the purpose of direct application to humans, provided a sufficient number of viable stem cells can be identified.

CRYO-SAVE will store the Product for the Initial Storage Period (as defined in Section 7 below) or longer as agreed in accordance with Section 7.

The Umbilical Cord: On receipt of the Specimen, CRYO-SAVE will endeavour to prepare it for cryopreservation and storage. In the event that the umbilical cord has not been collected following the correct instructions, or if CRYO-SAVE determines that storage for other reasons is not possible, no storage will take place and the Client will not be obliged to pay CRYO-SAVE the Service Fee related to this Product. The Subscription Fee is not refundable.

Dual Storage System: CRYO-SAVE operates dual storage system and stores two samples for each product at separate locations for ensuring extra security. In case of cord blood specimen, we store stem cells samples in bags with an extra bag at the top of each bag to take a small stem cells sample for pre-transplant testing without having to unfreeze the main sample (s).

4. RESPONSIBILITIES OF CLIENT

Client agrees to complete all necessary forms accurately and in a timely manner as CRYO-SAVE may from time to time reasonably consider as required or deemed beneficial to the Service in view of applicable legislation or industry standards. All such requirements shall be routed through Cells Limited for compliance by the Client.

CELLS LIMITED shall facilitate procurement of cord blood by extending all possible assistance to the Client (s) in compliance with the requirements set out by the Human Tissue Authority (HTA).

Client is responsible for arranging the collection of the Specimen by a qualified physician, obstetrician or other medical staff at the birth of the child in accordance with the HTA requirements. If required, CELLS LIMITED shall facilitate availability of the authorised phlebotomist from one of the private companies in compliance with the Human Tissue Authority requirements.

Client is responsible for contacting the designated courier in accordance with the relevant instructions provided by CELLS LIMITED for ensuring timely despatch of the Specimen to the designated CRYO-SAVE Lab. Client may contact CELLS LIMITED in case of any problems faced for shipment of the Specimen. CELLS LIMITED expressly excludes all liability for the collection and transportation of the Specimen. The Subscription Fee includes the cost of the shipment.

Client agrees to comply with the instructions provided by CELLS LIMITED for the procurement of the Specimen to ensure compliance of all applicable legislation and regulations.

5. FEES AND PAYMENTS

The fee for the Service (the "Fee") and the payment conditions applicable to the Service are laid down in the attached Fee Schedule. The Fee consists of a non-refundable Subscription Fee and a Service Fee, as further described in the Fee Schedule.

Client agrees to pay the Fee on time and in accordance with the Fee Schedule.

Parent(s) and/or Legal Guardian(s) (as applicable) are jointly and severally liable for the payment of the invoiced fees.

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Human Tissue Authority Licence No. 22520 | Company Registered in England and Wales No. 5057305



6. STORAGE

The Specimen and Product will be processed, tested, cryopreserved and stored at the CRYO-SAVE unit in accordance with the following terms:

- a) CRYO-SAVE stores the Product in an authorised Unit. The Product will be split and stored separately.
- b) CRYO-SAVE may assign and transfer any or all of its rights and obligations under this Agreement to any third party, for which the Client hereby gives consent.
- c) CRYO-SAVE does not give, nor does it purport to give, any medical advice, or otherwise perform any other function for the Client other than the services expressly described in these terms and conditions.
- d) Client hereby consents to the collection, transportation and testing of the Specimen and to the processing, cryopreservation and storage of the Specimen in and to a Unit as stated by these terms and conditions.
- e) The Client's right to storage and release of the Product is subject to the timely and full payment of all Fees by the Client in accordance with these terms and conditions.

7. TERM AND TERMINATION

These terms and conditions come into force on the date of receipt by CELLS LIMITED of the Service Agreement signed by the Client, and will continue for a period of 25 years from the date of the birth of the Child (the "Initial Storage Period").

Six months prior to the end of the Initial Storage Period an agreement can be made in the event that Client wishes CRYO-SAVE to continue to store the Product on its behalf for a further period (the "Extended Storage Period"), and such extended storage shall be at the market prices valid at that time. CELLS LIMITED shall coordinate terms of the Extended Storage Period.

If 30 days before the expiry of this Agreement Parties have not agreed the terms of an Extended Storage Period of the Product, or upon termination of this Agreement by CRYO-SAVE in accordance with this Clause 7, Client relinquishes all rights in and waives all rights to the Product and CRYO-SAVE shall have the right to dispose of the Product, including the use for scientific development, in accordance with, and subject to, the restrictions and conditions imposed by applicable legislation at the relevant time.

This Agreement may be terminated by written notice with immediate effect:

- a) By Client at any time prior to the collection of the Specimen. In this case a minimal Fee will be charged as indicated in the Schedule Fee.
- b) By CRYO-SAVE if the Specimen and/or Product are not suitable for storage, whether for medical, safety, practical or any other reason (e.g. the Specimen arrives too late (after 72 hours); the Specimen is damaged or contaminated; the collected Specimen volume is too small). In these situations CRYO-SAVE will not store the Specimen and/or Product. CRYO-SAVE retains the sole right to make this decision. Any such decision will be conveyed to the Client by CELLS LIMITED.
- c) By CELLS LIMITED in case the Subscription Fee or Service Fee is not received within the specified time, provided that the Client is given 30 days from the date of invoicing to make such payments.

Termination of this agreement will not affect Client's responsibility for payment in full of all amounts invoiced and of all additional administrative and legal costs related to collecting the outstanding amounts.



8. RIGHTS TO PRODUCT

Unless otherwise defined by applicable law, the Product remains the property of the Child throughout. Until the Child reaches legal age, the Parent(s)/Legal Guardian(s) has/have the right and responsibility to consent to the procurement, processing, testing, storage, use and disposal of the Product.

9. RELEASE REQUEST

In the event that the Product is required for treatment or manufacturing of a medicinal product, the Client shall provide written notification of the same to the Cells Limited or the CRYO-SAVE. In case of CRYO-SAVE, any request for release has to be addressed to Cryo-Save AG, P.O. Box 207, 8808 Pfäffikon SZ, Switzerland, to the attention of the Qualified Person. The notice shall include the name and address of the physician and hospital to which the Product must be sent or the appropriately accredited GMP manufacturer. CRYO-SAVE shall then provide the authorised hospital or manufacturer with a release form (the "Release Form") which must be returned to CRYO-SAVE.

CRYO-SAVE will arrange for transportation of the Product to the hospital, on the Client's behalf. CRYO-SAVE expressly excludes all liability for the transportation of the Product.

CRYO-SAVE will charge reasonable cost involved with the transportation of the Product to the destination indicated on the Release Form.

10. ACKNOWLEDGEMENT

The Client understands that the actual collection of the Specimen is carried out at the premises other than that of the CELLS LIMITED /CRYO-SAVE, and that the relevant doctor, obstetrician or other medical staff including the private phlebotomist may under certain circumstances refuse, be unable or fail to collect and/or adequately pack the Specimen and that neither CRYO-SAVE nor its officers, shareholders, employees, agents and contractors bear any responsibility for any mistakes or damages caused by such doctor, obstetrician or other medical staff including the private phlebotomist.

The Client also understands and confirms that CELLS LIMITED and/or CRYO-SAVE, its officers, directors, employees, shareholders, agents and consultants have not made any representations and bear no responsibilities and obligations with respect to the possibility to collect stem cells successfully from the Specimen, the suitability of the stem cells for the contemplated treatment, the successful treatment of any diseases through stem cell transplantation or therapies, and the advantages of umbilical cord blood stem cell usage over other therapies using stem cells.

11. LIMITATION OF LIABILITY

CELLS LIMITED and/or CRYO-SAVE's responsibility towards the Client and/or the persons whose Product are being stored is limited to the Service described in this Agreement. Client agrees that should he/she/they make any claim against Cells Limited and/or CRYO-SAVE, their liability shall, to the extent allowed under applicable law, regardless of the basis of such claim, whether in contract, tort or otherwise, be limited in total and in aggregate to the amount of the Fee paid by the Client to Cells Limited under this Agreement.

12. DATA PROTECTION

Client agrees to the processing and storage of personal data (including personal data of the Child), by CRYO-SAVE or CELLS LIMITED, affiliate or subcontractor, which has come to CRYO-SAVE's knowledge in the course of performing the services and otherwise under this Agreement.

CELLS LIMITED and CRYO-SAVE will use Client's personal data only to the extent required by its contractual obligations hereunder and in accordance with the applicable laws and regulations.

13. FORCE MAJEURE

CELLS LIMITED and/or CRYO-SAVE cannot be held liable for, and expressly excludes all liability for, any possible loss or damage due to natural disasters, act of war or terror, riot, strike, vandalism, acts or omission of authorities or any events beyond CRYO-SAVE's control which cause destruction of, or deterioration to the Specimen and/or Product.



14. NOTICE

Client shall immediately notify CELLS LIMITED in writing of any changes in the information provided, including relocation and/or change of address. All notifications to CELLS LIMITED shall be sent to: CELLS LIMITED, Temple House, 221 – 225 Station Road, Harrow HA1 2TH, United Kingdom. CELLS LIMITED may completely rely on the data made available in writing by the Client, without any obligation to make further inquiries with respect to the correctness or actuality of such data.

15. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with the Laws of England and Wales. The parties hereby agree to the jurisdiction of the ordinary courts of England and Wales.

16. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.