



Cells4Life
the experts in stem cell processing

Service Agreement





Dear Parent

This is the Cells4Life Service Agreement. Please take the time to read through it carefully as, it sets out the entire agreement between us.

All of your information will be held in strict confidence.

For your reference, this document is divided into the following parts:

- Section 1** Parent information
- Section 2** Statement of consent
- Section 3** Medical questionnaire
- Section 4** Cord Blood procurement, processing, testing and cryopreservation agreement

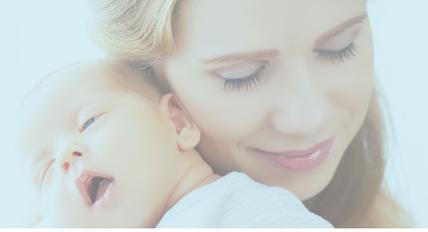
Additional documents provided with the Service Agreement:

- Section 5** Services and pricing
- Section 7** Phlebotomy service terms & conditions

Using block capitals, please fully complete Sections 1 to 5 and return to us. If you require any additional services, please also complete and return the relevant Sections. Alternatively, you may complete this documentation online. To request an electronic version please contact us on 01444 873950.

Yours faithfully

Wayne Channon
Chairman



Section 1 – Parent information

Mother's details

Mother's name:

Date of birth:

Mother's address:
.....
..... Postcode:

Country:

Home telephone:

Mobile telephone:

Email address:

Partner's details

Partner's name:

Date of birth:

Partner's address:
.....
..... Postcode:

Country:

Home telephone:

Mobile telephone:

Email address:

Birth details

Estimated delivery date:

Birth number: First/Second/Third/Other

Name of delivering hospital:

Person taking the sample: *Cells4Life Phlebotomy Service*
Consultant/Other

Planned delivery method: Normal / Caesarean

General Practitioner details

Registered GP:

Clinic/surgery:



Section 2 – Statement of consent

Cord Blood storage requires your informed consent. You may withdraw your consent to all or any procedures relating to Cord Blood storage at any time. It is important that you read the Welcome Pack and other parts of this document provided by Cells4Life fully and we encourage you to seek advice from other sources and to ask any questions before committing to this service.

Procurement

Cells4Life will send you a Collection Kit that will be used for the procurement of Cord Blood, Tissue and Placenta. If you do not choose a Placenta Tissue Service in Section 5 and **do not** wish for your Placenta to be procured, please tick this box:

The Collection Kit can only be used by a trained and licensed healthcare professional or phlebotomist. We are also required by law to obtain a maternal blood sample from you, procured at or within 7 days of birth. You understand that there is no guarantee or assurance of the success of the collection procedure or that the Cord Blood/Tissue/Placenta Tissues will be suitable for processing or storage.

Transport

Following procurement, your Cord Blood, Tissue and/or Placenta Tissues sample and maternal blood sample will be packaged into the Collection Kit box and handed to you. You must then immediately contact the courier using the telephone number provided. Please be aware the Collection Kit box must remain with you at all times until the courier takes possession of this.

Processing & Storage

Upon receipt at the laboratory, your sample will be processed in accordance with the Service you have selected in Section 5. Cryopreserving agent is added to the Cord Blood, Tissue and Placenta Tissues prior to freezing.

Testing

Appropriate Cells4Life personnel will have access to and review medical records of the mother and donor. You confirm acceptance of this by providing this information.

Maternal Sample The tests required by law are: HIV I and II, HTLV, Syphilis, Hepatitis B (both core antibody and antigen test) and Hepatitis C. Additional tests for infectious transmissible agents may also be required in accordance with applicable law or institutional policy. In certain circumstances, additional testing may be required depending on the donor's history and the characteristics of the tissue or cells donated (e.g, toxoplasma, CMV, EBV, Trypanosome cruzi, etc.) and may include emergent disease testing. You need to be aware that results of testing may provide you with previously unknown information regarding your health status. In the event of a positive result that has not already been stated by you in Section 3 you understand that we will advise your GP listed by you in Section 1 who will contact you to relay this information. In the event of a positive HIV I or II result, we will destroy Cord Blood, Cord Tissue and Placenta Tissues without any further reference to you. In the event of any positive result, we will destroy the Placenta Tissues without any further reference to you.

Cord Blood, Tissue and Placenta Tissues samples All samples will be assessed for microbial sterility. In the event of a positive result, you will be notified of the nature of the contamination. You will then need to decide whether you wish to continue storage or dispose of the sample and notify us of this decision. Due to the non-sterile nature of birth, there is a risk of contamination that cannot be avoided.

You understand that a small part of fresh or frozen samples may be used for the purposes of quality control and/or future testing relevant to the quality of your stored cells.

Results, records and disposal

We will contact you once the Cord Blood and/or Tissue and/or Placenta Tissues have been received and processed to inform you of the blood volume and viability. Once all other test results are completed and payment has been received, we will forward your certificate with all results. Cells4Life will maintain a copy of all information in confidence. In the event a sample is required to be destroyed, this will be done by autoclaving and incineration.

Treatments

You understand that the effectiveness and success of using stem cells for specific therapeutic treatments depends on the circumstances of each individual case. Even if the stem cells are successfully stored and are capable of use in therapeutic treatments, the success of such treatments cannot be guaranteed.

Donation

Any leftover material or tissues collected that are not required for the Service you choose in Section 5 will be discarded as clinical waste. If you would prefer to donate the excess tissues to be used by us as we see fit, including but not limited to allogeneic use, research, or the development of additional services, please tick this box.

By signing this, you confirm you have received sufficient information to make an informed decision. You confirm your understanding of the procedures and tests involved and you consent to these.

Signature of Mother:

Signature _____ Date _____

Section 3 – Health questionnaire

To be completed by the Mother.

Please answer the following questions to the best of your knowledge providing details in the comments section below for any question(s) to which you may have answered yes.

		Yes	No
1)	Do you have or have you ever had any of the following:		
	i. History of a disease of unknown origin?	<input type="checkbox"/>	<input type="checkbox"/>
	ii. Malignant disease?	<input type="checkbox"/>	<input type="checkbox"/>
	iii. Systemic infection which will not be controlled at the time of birth, including bacterial diseases, systemic viral or fungal or parasitic infections?	<input type="checkbox"/>	<input type="checkbox"/>
	iv. History, clinical evidence or laboratory evidence of HIV, acute or chronic hepatitis B, hepatitis C, HTLV I/II or syphilis?	<input type="checkbox"/>	<input type="checkbox"/>
	v. History of chronic, systemic autoimmune disease?	<input type="checkbox"/>	<input type="checkbox"/>
	vi. Recent vaccination with a live attenuated virus where a risk of transmission is considered to exist?	<input type="checkbox"/>	<input type="checkbox"/>
	vii. Transplantation with xenografts?	<input type="checkbox"/>	<input type="checkbox"/>
2)	Do you or a blood relative have:		
	i. Creutzfeld-Jakob disease (CJD) or VCJD?	<input type="checkbox"/>	<input type="checkbox"/>
	ii. Rapid progressive dementia?	<input type="checkbox"/>	<input type="checkbox"/>
	iii. Degenerative neurological disease?	<input type="checkbox"/>	<input type="checkbox"/>
3)	Have you ever been the recipient of:		
	i. Hormones derived from the human pituitary gland?	<input type="checkbox"/>	<input type="checkbox"/>
	ii. Grafts of cornea, sclera or dura mater?	<input type="checkbox"/>	<input type="checkbox"/>
	iii. Undocumented neurosurgery where dura mater may have been used?	<input type="checkbox"/>	<input type="checkbox"/>
4)	Have you ever ingested or been exposed to a substance (such as cyanide, lead, mercury, gold) that may be transmitted to recipients in a dose that could endanger health?	<input type="checkbox"/>	<input type="checkbox"/>
5)	Are you taking any immune suppressive drugs?	<input type="checkbox"/>	<input type="checkbox"/>
6)	Have you travelled outside the UK in the 6 months prior to your due date? <i>(please give details in the comments)</i>	<input type="checkbox"/>	<input type="checkbox"/>
7)	Have you ever knowingly acquired any disease or illness such as malaria, yellow fever, dengue fever or sleeping sickness?	<input type="checkbox"/>	<input type="checkbox"/>
8)	Have you become ill following a mosquito bite in the last 6 months?	<input type="checkbox"/>	<input type="checkbox"/>
9)	Any other known conditions, diseases or illnesses?	<input type="checkbox"/>	<input type="checkbox"/>
10)	Are you currently diagnosed positive for COVID-19 or showing symptoms of COVID-19?	<input type="checkbox"/>	<input type="checkbox"/>
11)	Please confirm if the Father can answer Yes to any of the above. If Yes, please detail below or on a separate piece of paper.	<input type="checkbox"/>	<input type="checkbox"/>
12)	Ethnicity	Nationality	
	Mother: _____	_____	
	Partner: _____	_____	

Comments



Section 4 – Cord Blood procurement, processing, testing and cryopreservation agreement

This document is important and you will be legally bound by it. Please read it carefully, seek legal and medical advice and let us know if you have any questions before signing.

This Agreement is between (insert full name of Parent(s)):

AND _____

(Referred to in this Agreement as “Parent” or “you”)

AND

Cells4Life Group LLP (Company number OC357135), whose registered office is at Units 2 & 3 Oak House, Woodlands Office Park, Albert Drive, Burgess Hill, RH15 9TN (referred to in this Agreement as “Cells4Life”, “we” or “us”).

The terms and conditions contained within this Agreement together with Section 5 and Section 7 (where relevant) form a legally binding agreement between us which relates to the procurement, processing, testing, storage, distribution and import/export of the umbilical cord and/or placental cord blood of your Child(ren) and your maternal blood sample. In signing this Agreement, you acknowledge and agree that Cells4Life is in no way providing medical advice, care or treatment to you or anyone else.

1. General terms

1.1 Definitions

- 1.1.1. “Cord Blood” means the umbilical and/or placental cord blood together with any Stem Cells.
- 1.1.2. “Collection Kit” means all the necessary equipment for use by a trained healthcare professional to procure Cord Blood, Tissue and/or Placenta Tissues.
- 1.1.3. “Child” refers to your child(ren) who is/are due on the expected delivery date as notified to us and in relation to whose umbilical Cord Blood we are supplying you with a Collection Kit.
- 1.1.4. “Main Service” means the collection and storage of Cord Blood. In this Agreement “collection” excludes the procurement of Cord Blood which is an optional service which may be obtained from Cells4Life by purchasing the Phlebotomy Service.
- 1.1.5. “Phlebotomy Service” means the phlebotomy service available from Cells4Life, as detailed in Section 7.
- 1.1.6. “Phlebotomy Service Terms & Conditions” means the additional supplementary terms contained in Section 7 which apply to the Phlebotomy Service.
- 1.1.7. “Deposit” means the non-refundable payment made prior to birth.
- 1.1.8. “Separation” means the process of separating Red Cells, Plasma and Buffy Coat from the Cord Blood, and the words Separate, Separates and Separated shall be interpreted accordingly.
- 1.1.9. “Red Cells” means the red coloured cells found in Cord Blood.
- 1.1.10. “Plasma” means the cord blood plasma extracted during Separation.
- 1.1.11. “Buffy Coat” means the fraction of the Cord Blood containing blood-forming cells remaining once Separation is completed.
- 1.1.12. “Services” means the Main Service if You only purchase the Main Service. In the event that You purchase either or any of the optional +Cord Service, Placenta Tissues Service or Phlebotomy Service, “Services” shall mean all the services purchased collectively.
- 1.1.13. “Statement of consent” means Section 2 of this Agreement which details the Cells4Life service and which records your consent to the service particulars.
- 1.1.14. “Stem Cells” means the stem cells contained within the Cord Blood OR the Buffy Coat obtained after Separation.
- 1.1.15. “Initial Fee” means the amount payable on completion of the initial testing and the Deposit.
- 1.1.16. “Annual Fee” means the amount payable each year during the Initial Term from the Child’s first birthday.
- 1.1.17. “Third Party Costs” means the cost of the Collection Kit, laboratory fees, any applicable courier fees and any applicable charges made by medical practitioners for procuring the Cord Blood.
- 1.1.18. “Tissue” means the umbilical cord tissue sample together with any stem cells.
- 1.1.19. “+Cord Service” means the storage of Tissue in addition to Cord Blood.
- 1.1.20. “Placenta Tissues” means tissues from the amniotic membrane and/or chorion of the placenta.
- 1.1.21. “Placenta Tissues Service” means the collection of Placenta Tissues in addition to Cord Blood.

1.2 Additional Services

- 1.2.1. In the event that the Cord Blood is not viable for storage but the Tissue and/or Placenta Tissues is, Cells4Life will store the Tissue and/or Placenta Tissues only and the cost for Cord Tissue Only and/or Placenta Tissues Only as detailed in Section 5 shall apply less the Deposit paid.
- 1.2.2. Where the +Cord Service and/ or Placenta Tissues Service is purchased the term Cord Blood shall in all subsequent clauses in this Agreement include the Tissue and/ or Placenta Tissues.
- 1.2.3. The Phlebotomy Service is optional and additional to the Main Service. You may choose to receive the Phlebotomy Service only after agreeing to the Main Service. The Phlebotomy Service is not available to you if you do not purchase the Main Service.
- 1.2.4. Additional terms and conditions apply to the Phlebotomy Service which may be found in Section 7.

2. Your instructions

- 2.1. Unless the Child is deemed competent by law, we will act upon the written instructions of you or such other person as authorised by law in relation to the storage and use of the Stem Cells. Otherwise we are required to act upon the instructions of the Child in relation to the further storage and use of the Stem Cells. However, please note that this Agreement is between you and us and you remain liable for the payment of any fees which arise under the terms of this Agreement for the duration of the term of this Agreement.
- 2.2. Except where this Agreement is terminated in accordance with clause 12.2.2 the Stem Cells shall at all times remain the absolute and sole property of the Child and Cells4Life holds the Stem Cells on the terms set out in this Agreement.
- 2.3. Where you choose to Separate the Cord Blood:
 - 2.3.1. the Cord Blood shall be Separated by Cells4Life in accordance with clause 6.2;
 - 2.3.2. the Buffy Coat shall remain the property of the Child; and
 - 2.3.3. the Plasma and Red Cells will be disposed of as clinical waste unless indicated otherwise by you in Section 2 - Statement of Consent.
- 2.4. Where you choose not to Separate the Cord Blood, any reference to Stem Cells within the remainder of this Agreement shall be deemed to be a reference to Cord Blood.

3. Supply of Collection Kit

- 3.1. We will send the Collection Kit to you once you have sent us the following:
 - 3.1.1. A fully completed and signed copy of this Agreement;
 - 3.1.2. the Deposit;
 - 3.1.3. A signed copy of Section 7 (where relevant);
 - 3.1.4. A signed copy of Section 2.
- 3.2. If you are expecting more than one Child, you must notify us and pay the Deposit for each Child for whom you want Stem Cells to be stored by us. A separate Collection Kit must be used for each Child and we will send you the number of Collection Kits you have requested and paid for.
- 3.3. We will endeavour to send the Collection Kit(s) to all mainland UK addresses for next day delivery from receipt of this Agreement and the Deposit.
- 3.4. We do not guarantee any time for delivery of the Collection Kit and cannot accept responsibility for any delays in delivery which are beyond our control.
- 3.5. We will send the Collection Kit to the address specified by you in Section 1 of this Agreement unless notified otherwise.
- 3.6. The Collection Kit is only to be used in respect of the Child due on the estimated delivery date as notified to us in Section 1. The Collection Kit is uniquely bar coded to refer to you and your Child and must not be used by or for any other person or any other child. If you do not use this Collection Kit for the Child then you must not use this Collection Kit for any other child unless this has been specifically agreed with us in writing.

4. Procurement of Cord Blood

- 4.1. It is a regulatory requirement that the procurement of Cord Blood using a Cells4Life Collection Kit must be carried out by an appropriately qualified and authorised person. Further details relating to this can be found in Section 2 and Cells4Life is happy to advise you further on this. Procurement of Cord Blood by a person that is not properly qualified and authorised is a breach of the Human Tissue (Quality and Safety for Human Application) Regulations 2007. Further you should be aware that the viability of the Cord Blood may be affected if it is not procured by an appropriately qualified and authorised person in accordance with our UK Procurement Protocol. Cells4Life reserves the right to refuse to store Cord Blood which it believes has not been procured in accordance with its procurement protocol.



- 4.2. You may wish to use the Cells4Life Phlebotomy Service. Please refer to the terms and conditions for this Service as set out in Section 7.
- 4.3. In the event that the Cord Blood is unable to be procured you may cancel this agreement in accordance with the terms set out in Clause 11.
- 4.4. In the event that you decide not to proceed with the procurement of the Cord Blood you may cancel this agreement in accordance with the terms set out in Clause 11.
- 4.5. Once the Cord Blood has been procured, it is your responsibility to ensure that the Collection Kit is signed to confirm that it is your Child's Cord Blood contained in the Collection Kit. If you have more than one Child and have more than one Collection Kit, you must clearly identify each Child on their respective Collection Kit.
- 4.6. Cells4Life shall not be liable to you in any way if it is unable to process Cord Blood due to a failure by you to carry out your obligations under this Clause 4.

5. Delivery of Cord Blood to Cells4Life

- 5.1. Once the Cord Blood has been procured, it is your responsibility to ensure that the Collection Kit is handed directly to the courier and you must telephone Cells4Life's twenty-four (24) hour collection line to arrange for our courier to collect your Collection Kit.
- 5.2. You remain responsible for the Collection Kit until our courier collects it from you and you understand that the Cord Blood must be delivered to us within forty-eight (48) hours of the birth, otherwise it may not be viable for either storage and/or future use.
- 5.3. Cells4Life shall not be liable to you in any way if it is unable to process Cord Blood due to a failure by you to carry out your obligation under this Clause 5.

6. Minimum volumes and sample testing

- 6.1. If in our opinion either
 - 6.1.1. the volume of Cord Blood collected is too small; or
 - 6.1.2. the viability of Cord Blood collected is too low to be suitable for cryopreservation of the Stem Cells we will contact you to discuss your wishes regarding processing and storage of the Stem Cells. If you decide to proceed with the storage, we cannot give you any guarantee that there will be sufficient volume if the Stem Cells are required in the future and you acknowledge this if you ask us to proceed.
- 6.2. Where a Separation service is requested and the volume of Cord Blood procured is insufficient for Separation to be undertaken the Cord Blood will be processed and stored as whole blood.
- 6.3. There is a risk that Cord Blood can be contaminated either prior to or during the procurement process. Contamination can affect the viability and the future suitability of the Cord Blood for therapeutic use. Cells4Life will arrange for a sample of the Cord Blood to be tested for contaminants and we will notify you of the results. If requested a copy of the results can also be sent to your Child's general medical practitioner to be placed on your Child's medical records. Cells4Life will continue to store the Cord Blood in accordance with this Agreement even if testing has shown it to be contaminated until we receive instructions from you to dispose of the Cord Blood.
- 6.4. A maternal blood sample must be provided within seven (7) days of procurement of the Cord Blood and will be tested for disease markers as specified by current EC legislation as detailed in Section 2. The results of which will be notified to you and a copy will be provided to the Mother's general medical practitioner if requested by the Mother.
- 6.5. In order to procure, process, test, store and cryopreserve the Cord Blood Cells4Life requires your consent as evidenced by the appropriately completed and signed Statement of Consent. As explained in Section 2 you may feel unable to consent to all the procedures set out in Section 2 or alternatively you may at any point withdraw your consent to some or all of these procedures. As a result Cells4Life may not be able to carry out the necessary procurement, processing and testing of the Cord Blood to enable the Stem Cells to be stored successfully and in accordance with the law. In this case Cells4Life will terminate the Agreement in accordance with Clause 12. Cells4Life is happy to discuss this with you further.
- 6.6. In the event that the cord blood collected is found to have been contaminated, you may instruct us to destroy the Cord Blood, this agreement will be cancelled and we will reimburse all of the fees already paid by you to us excluding any Third Party Costs and the non-refundable Deposit except where clause 1.2.1. applies.

7. Warranties

- 7.1. We warrant to you that the services will be provided using reasonable care and skill and, provided that you comply with your obligations, in accordance with this Agreement.
- 7.2. You warrant to us that:





- 7.2.1. you are the Parent/Legal Guardian of the Child with legal responsibility for the Child;
- 7.2.2. you have the right to enter into this Agreement on behalf of your Child; and
- 7.2.3. entering into this Agreement does not violate any local laws or regulations, as regards any country where the Cord Blood is being drawn.

- 7.3. IMPORTANT – You acknowledge and accept that we cannot give any guarantees with respect to any:
 - 7.3.1. suitability of Cord Blood and/or Stem Cells for the future treatment of diseases;
 - 7.3.2. successful treatment of diseases through Cord Blood and/or Stem Cell transplantation;
 - 7.3.3. advantages of Cord Blood and/or Stem Cell transplantation over other types of treatment using Stem Cells; or
 - 7.3.4. successful transplantation of the Cord Blood; and you enter into this Agreement with this understanding.

8. Limit of Cells4Life's liability

IMPORTANT

Subject to the terms set out in this Clause our liability to you under the Terms of this Agreement is as follows:

- 8.1. OUR LIABILITY TO YOU IN RESPECT OF ANY FAULT RELATING TO THE Collection Kit is limited to the cost of replacing the Collection Kit and/or reimbursing any Initial Fee paid by you.
- 8.2. Our liability to you in respect of ANY LOSS OR DAMAGE DUE TO OUR NEGLIGENCE, OR THE NEGLIGENCE OF ANY OF OUR EMPLOYEES, shall be limited to DIRECT LOSSES YOU SUFFER WHICH WE COULD HAVE REASONABLY FORESEEN AT THE DATE OF THIS AGREEMENT UP TO THE MAXIMUM AMOUNT of one million pounds (£1million).
- 8.3. Nothing in this Agreement seeks to exclude our liability for the following:
 - 8.3.1. ANY DEATH OR PERSONAL INJURY CAUSED AS A DIRECT RESULT OF OUR NEGLIGENCE, OR THE NEGLIGENCE OF OUR EMPLOYEES;
 - 8.3.2. Fraud or fraudulent misrepresentation.
- 8.4. We shall in no way be liable to you for any loss or damage suffered by you as a result of your failure to comply with the terms of this Agreement.
- 8.5. Subject to Clauses 8.1, 8.2 and 8.3 we exclude all other liability for damage or loss suffered in connection with this Agreement whether direct or indirect to the maximum extent permitted by law.
- 8.6. You acknowledge and understand that we shall not be liable to you, or be considered to be in breach of this Agreement, because of any delay in performing, or any failure to perform, any of our obligations if the delay or failure was due to your acts or omissions or to any other cause beyond our reasonable control.
- 8.7. Should there be loss of the Cord Blood/Stem Cells whilst in the care of Cells4Life, which was beyond our control, we will reimburse a proportion of the Annual Fee prepaid (on a pro rata basis for the remaining storage term paid for).
- 8.8. You acknowledge that the Cord Blood collected will be divided into at least two separate portions. Both of these samples may be kept together at one location for some time until being dispatched to a second site. Therefore in the event of any loss or damage to the Cord Blood/Stem Cells for whatever reason it may not be possible to have a "back-up" sample.

9. Fees

- 9.1. The Initial Fee and Annual Fee are payable by you to Cells4Life in accordance with Section 5.
- 9.2. Any further fees which may be chargeable to you will be notified to you at the time, if applicable. This may include courier service charges which will be charged to you in the event that you withdraw the Stem Cells in accordance with section 13. We may also charge for our costs incurred in transferring the Stem Cells to another service provider if you wish us to do so in accordance with section 12.
- 9.3. If any payment due under this Agreement remains unpaid for a period of more than 14 days after the date on which it fell due, Cells4Life shall be entitled to be paid an additional fee of £50 to cover the administration costs incurred in dealing with a late payment.
- 9.4. All of our fees are quoted to include any applicable VAT.

10. Term

- 10.1. Subject to the rights of termination set out in this Agreement the term of this Agreement shall commence on the date Cells4Life receives this signed Agreement and the Initial Fee and shall terminate after an initial period ("the Initial Term") of twenty five (25) years from the Child's birth date.
- 10.2. The Agreement may be continued after expiry of the Initial Term upon agreement by Cells4Life and upon receipt by Cells4Life of payment of the appropriate Fee which shall be noticed to you at the time.



11. Your cancellation and termination rights

- 11.1. You may cancel this Agreement upon notifying us in writing as follows:
- 11.1.1. for any reason, within seven (7) working days of receiving the Collection Kit provided that you have not opened the sealed Collection Kit or used it for any purpose and you return the Collection Kit to us at your cost and in the same condition as when you received it; or
 - 11.1.2. in the circumstances set out in Clauses 4.3 or 4.4; or
 - 11.1.3. in the circumstances set out in Clause 6.1 or 6.6; or
 - 11.1.4. in the event that:
 - (a) a resolution is passed or a winding up order is made for the winding up of Cells4Life; or
 - (b) an order is made for the appointment of an administrator; or
 - (c) Cells4Life enters into a voluntary arrangement with any of its creditors; or
 - 11.1.5. at any time after the expiry of the Initial Term by giving us not less than thirty (30) days' notice.
- 11.2. In the event that you terminate this agreement under Clause 11.1.1 we shall refund the Initial Fee that you have paid us less any Third Party Costs that have been incurred.
- 11.3. In the event that you terminate this agreement under Clauses 11.1.2 and 11.1.3 we shall refund the Initial Fee that you have paid us less the Deposit and any Third Party Costs that have been incurred.
- 11.4. In the event that you decide to terminate the Agreement under Clause 11.1.5 we shall refund the Annual Fee that you have paid or that is due to us under the terms of this Agreement on a pro rata basis for the balance of any storage term remaining less any Third Party Costs which have been incurred.
- 11.5. In the event that you decide to terminate the Agreement under clause 11.1.4. or 11.1.5. we shall at your written request (or that of the Child in the event that the Child is 18 or over), upon payment of all sums due to Cells4Life under this Agreement and at your cost use our reasonable endeavours to transfer the Stem Cells to an alternative storage provider of your choice, provided that transfer to such a storage provider is in compliance with applicable legislation.

12. Our cancellation and termination rights

- 12.1. We may terminate this Agreement and stop providing the Services to you:
- 12.1.1 at any time in the event that we are unable to continue to perform the services for any reason beyond our reasonable control including (but not limited to) an Act of God, fire, flood or other natural disaster, war, riot, insurrection or other civil commotion, strike lock-out or other industrial action, embargoes, shortage of labour, unavailability of raw materials or a change in the law. In such circumstances, we will endeavour to notify you and, if you request us to do so and if we are able to do so, we will transfer the Stem Cells to your alternative nominated storage provider at your risk and cost. We shall refund the balance of any Annual Fee you have paid on a pro rata basis for the balance of any storage term remaining as detailed in Payment methods;
 - 12.1.2 in the circumstances set out in clauses 4.1, 6.5. or 6.6;
 - 12.1.3 if you fail to make any payment in respect of the Initial Fee and/or Annual Fee within thirty (30) days after such payment falls due;
 - 12.1.4 without limiting any other remedy available, at any time by giving notice to you if you fail to comply with any of your obligations under this Agreement and (where possible) fail to resolve this issue within thirty (30) days after being required to do so.
- 12.2. Upon termination of this Agreement:
- 12.2.1 under clause 12.1.1 we shall refund the Annual Fee that you have paid to us less any Third Party Costs which have been incurred;
 - 12.2.2 under clause 12.1.2 (except where indicated that there is no requirement of further reference to you) we will, upon your written request, either dispose of the Stem Cells or transfer the Stem Cells to another storage provider at your risk and cost. Such transfer to another storage provider will only be effected where we are legally permitted to do so and once any sums due to Cells4Life from you in respect of the Initial Fee and/or Annual Fees have been paid.
- 12.3. If you do not request the Stem Cells to be transferred to another storage provider in accordance with 12.2.2, or you fail to make all due payments, within thirty (30) days of the termination of this Agreement, you acknowledge and agree that we may dispose of the Stem Cells in accordance with clause 12.4.
- 12.4. Where:
- (a) this Agreement is terminated under clause 12.1.3 or clause 12.1.4; or
 - (b) clause 12.3 applies;



ownership of the Stem Cells will pass to us and we may then dispose of or otherwise deal with the Stem Cells as we see fit including, but not limited to, allogeneic use (i.e. for use on a person other than the Child) without any further reference to you. In those circumstances clause 13 shall not apply.

- 12.5. It is your responsibility to ensure that we have a current contact address for you and also for the Child once the Child has reached the age of 18. It is also your responsibility to advise the Child of any rights it may have in relation to the Stem Cells. You agree to indemnify Cells4Life against any loss or damage it may suffer as a result of failure to do this.
- 12.6. In the event of corporate failure the samples will be moved to an HTA licensed storage premises in accordance with the Human Tissue (Quality and Safety for Human Application) Regulations 2007.

13. Release of Cord Blood

This clause 13 shall apply except where this Agreement has been terminated in accordance with clause 12.2.2 in which case it will cease to be of any effect.

- 13.1. IMPORTANT – We will only release the Stem Cells in accordance with legislation prevailing at the time, and on the written request of you or the Child in accordance with clause 2.1 and the treating medical practitioner provided that the request gives the Child's unique reference number, or if release is required by any Court Order. We will only release the Stem Cells to a designated hospital address, or an alternative storage provider, and provided all Fees due having been paid.
- 13.2. IMPORTANT – We will not release the Stem Cells where to do so would contravene any law. Any notice, from you or a physician, must state the name of the individual and the address to which the Stem Cells should be delivered and the date upon which it is required. We shall arrange for our courier to deliver the Stem Cells to that address and on that date if reasonably possible. You agree that the costs of delivery are at your sole expense and we may invoice you for any such costs incurred which you agree to pay by return upon receipt.
- 13.3. We shall use all reasonable endeavours to deliver the Stem Cells on any requested date but you must give us as much notice as possible and you acknowledge and agree that we will not be responsible for any delays in delivery beyond our reasonable control.
- 13.4. The authorised person who receives the Stem Cells will be required to sign an acknowledgement of receipt form to confirm that the Stem Cells have been received at the named address in good order. You will be solely responsible for the Stem Cells as soon as they are delivered and you accept that we will no longer be responsible.
- 13.5. Permitted use:
- 13.5.1. Unless the conditions set out in paragraph 13.5.2 are complied with, Stem Cells stored under the terms of this Agreement shall be released for autologous use only, i.e. for use directly for the Child.
- 13.5.2.
- (a) If the Stem Cells are to be used for persons other than the Child (allogeneic use) then either:
- (i) Polymerase Chain Reaction (PCR) testing must be repeated on the original maternal sample prior to release, in accordance with paragraph 6.4; or
- (ii) a further maternal sample is to be provided and tested at least 180 days after birth.
- (b) Should the further maternal blood sample not be collected, or not be viable for testing, the Stem Cells may not be used for allogeneic use and Cells4Life shall not be liable for any resulting loss.
- 13.5.3. Should additional testing be required due to legislation or current best practice, you will be noticed of these additional requirements at the time and any necessary further consent obtained.
- 13.6. Subject to paragraph 3 and paragraph 13.5.2(a)(ii) above, Cells4Life can supply further blood Collection Kits and testing.

14. Confidentiality and data protection

- 14.1. Cells4Life will use all reasonable endeavours to keep confidential all information relating to you and your Child. All samples to be tested will be labelled with unique reference numbers and bar coded. Personal information will only be held on our secure database and/or database backup. Information held by Cells4Life will only be released if required by your, or your Child's, medical practitioner for their internal confidential records or otherwise as requested by you. None of the information held on our database will be disclosed or released to Third Parties other than as required by law.
- 14.2. Cells4Life will process all personal data in accordance with its obligations under the General Data Protection Regulations (GDPR). By signing this Agreement, you consent to our holding and processing your, and your Child's, personal data (including sensitive personal data) and sharing any such personal data with the phlebotomy service provider, your hospital and the courier service provider for the purposes of performing our obligations under this



Agreement and you also acknowledge and agree that we may disclose any such personal data to your, or your Child's, medical practitioner on request or as otherwise required by law. Otherwise we will not disclose personal data to any other party without your consent. All requests must be made in writing to Cells4Life.

15. Miscellaneous

- 15.1. You understand that this Agreement is binding upon you and your respective successors and assigns.
- 15.2. No variations to this Agreement shall be made unless agreed in writing by us.
- 15.3. English law shall apply to this Agreement and the English Courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of this Agreement.
- 15.4. If any provision of this Agreement is decided by any Court or other competent authority to be wholly or partially invalid or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall not be affected and shall remain valid and enforceable.
- 15.5. This Agreement is solely for your benefit and cannot be transferred to any other party. No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 15.6. This agreement embodies the entire agreement and understanding between us and supersedes all prior oral or written agreements, understandings or arrangements. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set out in this agreement save for any representation made fraudulently.
- 15.7. Cells4Life shall be entitled to assign your contract to
 - (i) a third party in the event of a sale of the company or its assets to a third party buyer, or
 - (ii) any member of Cells4Life Group LLP, subject to all necessary data protection procedures being followed.

By signing this agreement, you agree that you understand, accept and agree with the above terms:

Signature of Parent(s) or Legal Guardian

Name:AND.....

Signature:AND.....

Date:.....