NEW ENGLAND CORD BLOOD BANK, INC.

Saving Cord Blood. Saving Lives.

Congratulations on your pregnancy and your decision to preserve your baby's cord blood with NECBB!

Enrollment Forms

Please complete all of the following sections of the enrollment forms:

- ❑ **Section 1** – Informed Consent (Pages 3 - 5)
- ❑ **Section 2** – Client Service Agreement (Pages 6 - 10)
- ❑ **Section 3** – Personal Information (Page 11)
- ❑ **Section 4** – Medical Health History Profile (Pages 12 - 16)
- ❑ **Section 5** – Enrollment Options (Pages 17; separate attachment)

Fax, scan or mail these enrollment forms back to NECBB:

- **Fax: 774-843-2104**
- **Scan and Email: info@cordbloodbank.com**
- **Mail: 500 Donald J. Lynch Blvd., Marlborough, MA 01752**

Important Notes:

- **Enrollment Forms:** These forms *must* be completed and returned to NECBB before the birth of your baby to ensure you cord blood/cord tissue gets processed in a timely manner when it arrives at our laboratory.
- **Mother and Infant Health Assessment:** This form will be included in your collection kit when it arrives. Please fill it out at the hospital - it relates to the woman who physically birthed the child.
- **Alternate Forms:** If a surrogate, egg donor and/or sperm donor is being used, please inform us so we can provide you with the appropriate additional forms.

Please sign where appropriate and return by fax or mail in order to complete your enrollment.

NECBB USE ONLY				
All required forms received	Initials:		Date:	

AABB Accredited

NEW ENGLAND CORD BLOOD BANK, INC.

Saving Cord Blood. Saving Lives.

Fax Cover Page
Fax to: 774-843-2104

Date:	Page(s):
To:	From:
Sender's Phone:	Sender's Fax:

Subject: NECBB Enrollment Documents

NEW ENGLAND CORD BLOOD BANK, INC.

SECTION 1 - INFORMED CONSENT

I am the birthing mother of the unborn child (the "Child") whose cord blood is to be collected at the time of its birth. I authorize New England Cord Blood Bank, Inc. ("NECBB"), to receive, process, and test placental umbilical cord blood and extract, cryopreserve and store the stem cells contained therein (collectively, "Cord Blood").

If applicable, in addition, I authorize NECBB to receive, process, and store Umbilical Cord Tissue for potential future use.

1. **Risks Involved in Storage and Use.** I understand that there are laboratory tests and other studies that have indicated that cryopreservation is a successful method of preserving Cord Blood; however, there is no guarantee that every unit can be successfully frozen and thawed. I understand that the transplantation of Cord Blood is an emerging field that may offer possible future benefits to the Child and other potential beneficiaries in the treatment plan of diseases such as leukemia, cancer, and blood and genetic disorders. I also understand that there are no assurances that any such benefits will be obtained. There are no guarantees that the Cord Blood will be a match for other family members. I acknowledge that there are alternative sources of stem cells such as bone marrow and circulatory blood. Furthermore, it is also quite possible that the Child's Cord Blood will never be used.

   If applicable, I further understand that the cryopreservation of Umbilical Cord Tissue is a relatively new procedure and there are laboratory tests and other studies that have indicated that it is a successful method of preserving stem cells from the Umbilical Cord Tissue; however there has been no conclusive proof. I understand that the transplantation of Umbilical Cord Tissue stem cells is a new technology that has yet to be approved for any current use by the FDA or any other regulatory body. I understand that I am storing the Umbilical Cord Tissue for the potential future use by the Child or family and that there are no assurances that any such benefits will be obtained. I understand that there are many other sources of stem cells. I further understand that it is quite possible that these cells will never be used.

2. **Collection Risks and Consent.** I understand that my physician or a qualified midwife will collect the Cord Blood using the collection kit ("collection kit") and instructions provided by NECBB. I understand that, under normal circumstances, collection should cause me no discomfort or pain or interfere with the birthing process. I understand that there is a risk of blood contamination when collecting Cord Blood and that there is no guarantee or assurance of the success of the collection procedure. I understand that the Cord Blood collected may be insufficient for transplantation or any other purpose. I also understand that there may be complications at birth that will make it impossible or problematic to collect the Cord Blood, and for those reasons my physician or qualified midwife may properly refuse to collect the Cord Blood. Nonetheless, I have been fully informed about the procedure for collecting Cord Blood and hereby consent to allow my physician or qualified midwife to collect Cord Blood after the birth of my Child and to furnish it to NECBB for testing, processing, cryopreservation, storage, and servicing.

   If applicable, I further understand that my physician or a qualified midwife will use the collection kit and instructions provided by NECBB to collect the Umbilical Cord Tissue. I understand that, under normal collection circumstances, the collection should cause me no discomfort or pain or interfere with the birthing process. I understand the risks of contamination and that there is no guarantee or assurance of the success of the collection procedure. I understand that the Umbilical Cord Tissue collected may have an insufficient number of stem cells to be used at a later date in a transplant or any other purpose. I have been fully informed about the procedure for collecting Umbilical Cord Tissue and hereby consent to allow my physician or qualified midwife to collect Umbilical Cord Tissue after the birth of my Child and to furnish it to NECBB for processing, cryopreservation and storage.

3. **Maternal Health Information and Blood Testing.** I understand that I must have a sample of my blood taken by venipuncture, the usual method for blood tests, between 24 hours before and 48 hours after the delivery, in order to be tested for transmissible diseases. My blood sample must be placed in the collection tubes provided in the collection kit and provided to NECBB within 72 hours of the blood draw. I understand that there is a slight risk of bruising, discomfort, inflammation, or infection at the site of the blood draw. The following tests are currently required on the mother's blood in order for the Cord Blood to be released in the future: HIV-1 and 2 (antibodies to human immunodeficiency virus 1 and 2); HTLV-I and II (human T-cell lymphotrophic virus type 1 and II; implicated in leukemia, lymphoma, or spinal cord disease); hepatitis B surface antigen and B core antibody; hepatitis C virus; cytomegalovirus (CMV); Chagas disease; nucleic acid tests for human immunodeficiency virus 1, hepatitis B, hepatitis C, and West Nile virus; syphilis (RPR test); and any additional tests that become required by applicable laws between the signing of this contract and the processing of the cord blood unit. If I have signed an additional consent for HIV testing at my physician's office or hospital as required by applicable health department regulations, I will forward a copy of the HIV testing consent to NECBB with the collection kit. NECBB's medical director will review the results of the testing. If the results are positive, i.e., indicate the presence of any infectious disease, NECBB will notify my physician of record the results and may decline to store the Cord Blood for that reason. I hereby consent to NECBB's disclosure of the results of my blood test to my obstetrician, to any other Cord Blood storage facility to which I have authorized transfer of the Cord Blood, to the transplantation service in the event the Cord Blood is released for use, and to any government agency to which NECBB may be required to report such results under applicable law and regulations. I also consent to allow my health information and the results of the all testing to be viewed by the accrediting, regulating and/or licensing agencies of NECBB during inspections.

4. **Usage.** Client understands that with the appropriate testing and screening, including a completed Medical Health History, the Cord Blood unit may be able to be used for the treatment of a first or second degree blood relative (herein referred to as allogenic-family related) with some limitations. Client understands that should there be significant risk factors identified in the screening or positive test results, with the exception of CMV, that the unit may only be used as autologous or, in the case of allogenic-family related, for Urgent Medical Need. For this Agreement, "autologous use" means for the use of the child from whom the Cord Blood was derived. Client further understands that the release of the unit must be in accordance with federal and state regulation and that the responsibility for determining the usability of the unit lies upon NECBB Medical Director(s), NECBB quality assurance unit, and the treating physician. Umbilical cord blood units where maternal blood testing is confirmed positive for indicators of human immunodeficiency virus (HIV) will not be released for allogeneic (familial) use. Umbilical cord blood units where the maternal blood testing is confirmed positive for indicators for other infectious diseases (other than human immunodeficiency virus (HIV)), may be released at the discretion of the medical director and transplant physician. Client understands that a donor eligibility determination needs to be made before the use of this unit. In the case of Urgent Medical Need, the donor eligibility determination may be made shortly after the release of the unit. I understand that as the laws and regulations that govern cellular therapy products change I may need to consent to additional testing. In addition, I understand that the uses of the cells may change in order to maintain compliance with the laws and regulations. I consent to provide NECBB with the information necessary to release the unit in accordance with federal and state regulation should these cells be requested for release.

   If applicable, I further understand that Umbilical Cord Tissue is not currently approved by the FDA or any other regulatory body for use in transplant or other use. I recognize that I am storing these cells for the <u>potential future use</u> by the Child or family and that there are no assurances that any such benefits will be obtained.

5. **Cord Blood Tests.** I understand that some, or all, of the following tests may need to be done before any procedure enabling the child or family member to receive stem cells from the child's Cord Blood.
   - HLA typing (donor and recipient)
   - Confirmatory HLA typing (donor and cord blood unit)
   - Hemoglobinopathy
   - Colony forming unit (CFU) assay
   - Viable CD34+ assay

   I understand that NECBB will not release the Child's Cord Blood until NECBB has received the results of the tests and approval from the recipient's transplant physician and NECBB's medical director. I understand that in the future other test may become required by regulating agencies and those may have to be performed before release of the unit.

6. **Disclosure of Health Information.** I understand that NECBB will use reasonable procedures to safeguard the confidentiality of health information that I provide NECBB concerning myself and the Child. I understand that health care providers may need such information to provide treatment to me and/or the Child and that government agencies may be entitled to obtain such information under applicable laws and regulations. NECBB will disclose such information in an anonymous manner where confidentiality is maintained. I understand that if I am a Gestational Carrier (and not the legal mother of the Child), NECBB will not disclose test results of Maternal Blood to anyone other than myself or my obstetrician/midwife.

I have read the *Informed Consent* above. All of my questions regarding the service have been answered to my satisfaction. I agree to the terms and conditions set forth in the aforementioned documents.

Print Full Name of Birthing Mother	Signature of Birthing Mother	Date
Print Full Name of Legal Parent/Guardian (If different)	Signature of Legal Parent/Guardian	Date
Print Full Name of Legal Parent/Guardian	Signature of Legal Parent/Guardian	Date

If Client(s) is (are) under the age of 18 at the time of signing this consent, signature of one Parent/Legal Guardian for that Client is required below:

Print Full Name of Client's Parent/Legal Guardian	Signature of Client's Parent/Legal Guardian	Date
Print Full Name of Client's Parent/Legal Guardian	Signature of Client's Parent/Legal Guardian	Date

NEW ENGLAND CORD BLOOD BANK, INC.

SECTION 2 - CLIENT SERVICE AGREEMENT

This Agreement (the "Agreement") is between New England Cord Blood Bank, Inc. ("NECBB") and the legal parent(s) of the unborn child whose placental umbilical cord blood and the stem cells contained therein (collectively, "Cord Blood") and, if applicable, Umbilical Cord Tissue of the umbilical cord itself ("Umbilical Cord Tissue") is to be collected at the time of its birth (the "Child") representing myself, the Child, its parents, and legal guardians (collectively referred to as "Client").

For good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. **Cord Blood/Umbilical Cord Tissue Services.** Client is responsible for arranging for the collection of Cord Blood/Cord Tissue, mother's blood and for its delivery as soon as possible to NECBB's laboratory in Marlborough, MA as detailed in the instructions of the collection kit, upon delivery of the Child. Client will ensure that the Cord Blood and Umbilical Cord Tissue are retrieved using the collection kit and according to the instructions provided by NECBB. Upon determining that the Cord Blood and Umbilical Cord Tissue are suitable for storage, NECBB will process and cryopreserve the Cord Blood and Umbilical Cord Tissue for storage period as described below. The Client further agrees that they will be responsible for any additional shipping charges beyond the base shipping fee, including any additional charges for weekend pickup or delivery.

   Doctor or health care provider fees for collecting the Cord Blood/Tissue, is the responsibility of the client(s). NECBB will reimburse up to $125 for these fees.

   NECBB reserves the right to reject the Cord Blood and/or the Cord Tissue if the cord blood sample, the birthmother's blood sample or the cord tissue fails to meet NECBB's standards for processing and storage. If NECBB rejects a sample(s) the client will be notified. The client will be responsible for any fees incurred prior to the sample(s) being discarded, including shipping costs, fees for incurred for blood tests and fees for processing the sample(s). If the client decides to discard a sample after it has been processed for any reason including, due to positive test results for diseases or bacteria, low volume, low cell count or low viability results the client will be responsible for all fees incurred, excluding the annual storage fee.

2. **Rights to the Cord Blood/Umbilical Cord Tissue.** Subject to the orders of any court of competent jurisdiction and to the terms and conditions of this Agreement, all right, title, and interest in the Cord Blood/Umbilical Cord Tissue will belong to Client until the Child reaches the age of majority recognized in the Child's domicile ("age of majority", typically at age 18), whereupon such right, title and interest in the Cord Blood/Umbilical Cord Tissue will belong to the Child. In such event, for purposes of this Agreement the Child will become the Client.

   I understand and agree that the test results for the Newborn Stem Cells may be used for research purposes and for analyses and in publications, provided that they are aggregated with other data and do not contain any identifying information.

3. **Maintaining Information.** Client(s) agree to provide in a timely manner to NECBB the completed contract, Personal and Payment Information, Medical and Health History and to update and maintain said information in a timely manner in writing concerning full name, address, phone numbers, e-mails, and other contact information of the Client(s) and Child. Client also agrees to provide such other information that NECBB may require for the testing of the Cord Blood, maternal blood, performance of its services, compliance with laws, regulations, permits and certifications, as well as for proper identification of Client(s) and Child. If any information that the Client(s) have provided to the NECBB changes or is no longer valid, Client(s) agree to give NECBB prompt written notice of all such changes and validity.

4. **Term; Storage Period.** This Agreement will be effective on the date of NECBB's acceptance of Client's properly completed and signed Informed Consent and this Agreement along with any other required forms. This Agreement will terminate in accordance with Section 5 below. By selecting one of the storage options on Page 10, Client can choose renewable annual storage ("Annual Storage") or long term storage ("Long Term Storage"). The storage period will commence at the time of birth. Each Annual Storage period under this Agreement will be for twelve (12) months ("Storage Period") starting at the first of the birth month of the Child. Renewal Storage payment is due and payable prior to the first of the birth month. If Client selects Annual Storage, the Storage Period will automatically renew for an additional twelve (12) months at the end of each storage period, unless this Agreement has been terminated. If Client selects Long-Term Storage, storage of the Cord Blood will automatically renew annually at the end of the initial term selected. Client may upgrade existing annual storage to long term storage at any annual storage renewal.

Clients understand and agree that they are jointly and severally liable for payment of the fees, which means that all of the clients are liable to pay the fees and each client are jointly and severally liable for any unpaid portion of the total fee. This applies even if clients who are married or live together become divorced, separated or otherwise estranged.

5. **Termination.** This Agreement may terminate if **NECBB chooses** and notifies Client of any of the following events (i) receipt of results of blood test indicating, in NECBB's sole discretion, that the Cord Blood is not appropriate for storage (all other fees excluding annual storage will apply) or (ii) without limiting the foregoing, failure of Client to provide material information that NECBB needs for the performance of its services or compliance with the laws, regulations or accreditation after notices to Client and an opportunity to cure within fifteen (15) days after the date of notice or if the notice is returned undelivered to Client for any reason; or (iii) failure of Client to perform any other material obligation required of Client hereunder after notice to cure within fifteen (15) days after the date of notice; or Notwithstanding the foregoing, either party may terminate this Agreement on sixty (60) days prior written notice to the other party. If there is more than one Client, notice to one Client will be deemed to be notice to all of the Clients. Should Client wish to terminate this Agreement and discard the Cord Blood/tissue, Client must complete and sign a "Discard Form" , provide proof of identity pay any outstanding balances and the applicable discard fee ($60.00) for the disposal of the Cord Blood and or Umbilical Cord Tissue. Until said form and fees are received by NECBB, all fees including annual storage fees will continue to accumulate on the account, and be the responsibility of the Client. If there is more than one Client, notice from one Client will be deemed to be notice from all of the Clients.

6. **Disposition Upon Termination.**

   A. Upon termination of the Agreement for any reason, Client must notify NECBB prior to the 15th day of the Child's birth month of their arrangement for the disposition of the Cord Blood/Umbilical Cord Tissue in accordance with current licensing regulations. Client must pay all costs associated with such disposition and NECBB's cancelation fees, plus any other amounts that may be due to NECBB (including without limitation any unpaid service charges) prior to NECBB's removing the Cord Blood/Umbilical Cord Tissue from cryo-storage.

   B. If NECBB has not received the timely written notice required in this Section 6, NECBB will retain all rights to the Cord Blood/Umbilical Cord Tissue and the agreement is terminated. NECBB shall be entitled to dispose of such abandoned Cord Blood/Umbilical Cord Tissue in any fashion at NECBB's discretion.

7. **Payment Terms.** Client agrees to pay to NECBB all applicable fees set out on NECBB's Service Fee Schedule, including the Administration and Kit Fee, the Processing Fee, and Transport Charge and the Annual Service Fee. Client authorizes NECBB to charge any credit card on file for Client unless written notice stating otherwise is sent to NECCB as set forth in Section 14 below for all applicable fees including any future annual storage fees. NECBB reserves the right to increase the Annual Service Fee proportionately to any increases in material costs or charges imposed by third parties, as well as increases in Consumer Price Index (CPI) and selected as appropriate in the sole discretion of NECBB. **Client acknowledges that the initial enrollment fee is non-refundable.** Client agrees that NECBB will not be responsible for any extraneous costs to Client as a result of charges to a credit card as authorized herein. Such costs include, but are not limited to, overdraft fees, and other fees resulting from an overdraw on Client's account.

8. **Third Party Payers.** If there is a third party responsible for payment of the account ("Third Party Payer"), they are bound only by the terms of this agreement relating to payment and refunds. In such a case, said Third Party Payer has no ownership rights to the Cord Blood/Umbilical Cord Tissue. Third Party Payer must notify NECBB and Client in writing if they wish to be removed from the account. NECBB will then contact Client to confirm removal. NECBB will only remove a Third Party Payer from an account if successful contact with Client has been made. In any case, Client remains equally responsible for all payments and any outstanding balances.

9. **Refunds.** NECBB will refund a pro-rata portion of the Long-Term storage based on the annual storage rate in effect during the period of storage plus a deduction of any costs and expenses involved in the disposition of the Cord Blood/Umbilical Cord Tissue in accordance with Client's instructions. For example if 20 years storage was paid of $1,790 and in year 5 the client decide to discard, NECBB will refund $1,080 (1790-650($130 per year for 5years)-60 discard fee)

   The refunds are applicable if: **a)** The stem cells from the cord blood in storage are needed for a treatment (Section 13) or **b)** if for any reason Client decides to terminate the services of cryopreservation, this will be consider a termination of the agreement in place. Other fees will apply. **Except as explicitly provided herein, fees paid by Client are not refundable.**

10. **No Warranty**. Client acknowledges that neither NECBB nor any of it officers, directors, executives, employees, representatives, consultants or affiliates has made nor makes herein any representations or warranties to Client, expressed or implied, of any kind or nature, including without limiting the generality of the foregoing, any

representatives or warranties with respect to (i) suitability of Cord Blood or Umbilical Cord Tissue for future treatment of diseases; (ii) successful treatment of diseases through Cord Blood or Umbilical Cord Tissue transplantation; (iii) advantages of Cord Blood and Umbilical Cord Tissue over other types of treatment using stem cells; or (iv) successful preservation of Cord Blood or Umbilical Cord Tissue through cryopreservation. Client acknowledges that the cryopreservation of Cord Blood and Umbilical Cord Tissue is an emerging field and there are laboratory tests and other studies that have indicated that it is a successful method of preserving Cord Blood and Umbilical Cord Tissue. Client also understands that there are no assurances that any such benefits will be obtained. There are no guarantees that Cord Blood or Umbilical Cord Tissue will be a match for other family members.

11. **Usage.** Client understands that with the appropriate testing and screening, including a completed Medical Health History, the Cord Blood unit may be able to be used for the treatment of a first or second degree blood relative (herein referred to as allogenic-family related) with some limitations. Client understands that should there be significant risk factors identified in the screening or positive test results, with the exception of CMV, that the unit may only be used as autologous or, in the case of allogenic-family related, for Urgent Medical Need. For this Agreement, "autologous use" means for the use of the child from whom the Cord Blood was derived. Client further understands that the release of the unit must be in accordance with federal and state regulation and that the responsibility for determining the usability of the unit lies upon NECBB Medical Director(s), NECBB quality assurance unit, and the treating physician. Umbilical cord blood units where maternal blood testing is confirmed positive for indicators of human immunodeficiency virus (HIV) will not be released for allogeneic (familial) use. Umbilical cord blood units where the maternal blood testing is confirmed positive for indicators for other infectious diseases (other than human immunodeficiency virus (HIV)), may be released at the discretion of the medical director and transplant physician. Client understands that a donor eligibility determination needs to be made before the use of this unit. In the case of Urgent Medical Need, the donor eligibility determination may be made shortly after the release of the unit. I understand that as the laws and regulations that govern cellular therapy products change I may need to consent to additional testing. In addition, I understand that the uses of the cells may change in order to maintain compliance with the laws and regulations. I consent to provide NECBB with the information necessary to release the unit in accordance with federal and state regulation should these cells be requested for release.

    Client acknowledges that Umbilical Cord Tissue is not currently approved by the FDA or any other regulatory body for use in transplant or other use. I recognize that I am storing these cells for the potential future use by the Child or family and that there are no assurances that any such benefits will be obtained.

12. **Indemnification.** Client agrees to indemnify, defend and hold harmless NECBB and its affiliates, including without limitation its processing laboratory at New England Cryogenic Center, Inc., and their respective shareholders, directors, officers, employees, agents (including without limitation marketing agents), and other representatives from and against any and all claims, liabilities, losses, costs and expenses (including without limitation attorney's fees), damages, settlements, and judgments arising out of or related to the services actually or allegedly provided or not provided under this Agreement and claims concerning rights in and to the Cord Blood or Umbilical Cord Tissue, its transportation, and its disposition. Client further acknowledges that NECBB is not responsible for the actions of others including physicians, midwives, the birthing hospital or medical facility, hospital or medical facility staff, laboratory staff and transporters of the Cord Blood or Umbilical Cord Tissue. Notwithstanding anything that might be construed to the contrary in this Agreement, under no circumstances will NECBB and its affiliates and their respective shareholders, directors, officers, employees, agents (including without limitation marketing agents) and other representatives be liable to Client, Child or any third persons for indirect, special, punitive, consequential or incidental damages. Notwithstanding anything that may be construed to the contrary herein, the maximum amount of all liability hereunder or with respect to the actions or omissions of NECBB, its affiliates or such other persons, under any and all circumstances will be the amount paid by Client to NECBB hereunder.

13. **Preparation, Transfer, and Shipment.** If the stem cells from the Cord Blood in storage are needed for treatment, Client will provide timely written notice to NECBB. The notice will include the name and address of the physician and hospital receiving the Cord Blood and such other information as NECBB may require for the transfer of the Cord Blood. Client will also need to provide NECBB with an authorization by the transplant physician for release of the stem cells for transplantation. Additional paperwork may be required to verify the credentials of the transplant facility and/or physician or to comply with requirements of various regulatory agencies. Client will pay all costs related to the preparation and shipment of the Cord Blood prior to NECBB's shipment thereof.

    The procedure outlined in the paragraph directly above will need to be followed for Umbilical Cord Tissue use also, once there has been an approved treatment utilizing Umbilical Cord Tissue.

14. **Assignment.** NECBB's obligations hereunder or the entire Agreement may be delegated or assigned by NECBB to any business proprietor, association, partnership, corporation, or other form of business entity that is either providing a similar service or intends subsequent to such assignment to provide a similar service. In connection therewith, NECBB reserves the right to transfer the Cord Blood and/or Umbilical Cord Tissue, without cost to Client, to a storage facility maintained by or for such business entity.

15. **Notices.** All notices and other communications between the parties will be in writing and deemed effective when received, provided that NECBB will be entitled to rely upon the last address provided by Client. Notwithstanding the foregoing, NECBB's notices to Client will be deemed effective fifteen (15) business days after mailing or delivery to a courier with a label for such last address.

16. **Force Majeure.** NECBB will be excused from performance hereunder without liability of any kind to Client or any third party during any period of time in which an event of force majeure has occurred, including without limitation, natural disasters, strikes, acts of God, war, non-temporary power failures, terrorist attacks and government regulations.

17. **Miscellaneous**. This Agreement represents the entire agreement between the parties concerning the subject matter hereof and supersedes all other understandings, agreements, or representations. This Agreement will be binding upon the parties and their respective heirs, spouses, executors, administrators, agents, representatives, successors, and assigns, shareholders, directors, officers, and employees (including without limitation, the Child and its legal representatives). The Agreement is an instrument under seal and will be construed in accordance with the laws of the Commonwealth of Massachusetts, without application of its principles of conflicts of laws. In the event of any litigation concerning this Agreement, Client consents to the jurisdiction of the courts located in such Commonwealth and personal service will be deemed effective if made in accordance with the rules of such courts. If any provision of this Agreement is deemed unenforceable, the remaining provisions hereof will nevertheless be fully enforceable in accordance with their terms. This Agreement may be executed in counterparts.

18. **Release from Liability.** In consideration for NECBB agreeing to process, test, cryopreserve and store the Cord Blood and, if applicable, Umbilical Cord Tissue, I hereby for myself, the birth father and my Child and for our respective guardians and other legal representatives, heirs and estates, irrevocably and unconditionally release and discharge NECBB and its affiliates, including but not limited to its processing laboratory at New England Cryogenic Center, Inc., Marlborough, MA, and their respective shareholders, directors, officers, employees, agents, representatives, and affiliates and their respective legal representatives, estates, successors and assigns, from and against any and all claims, causes of action or rights, known and unknown, that may arise from or relate to the activities and services described in this Informed Consent and the accompanying Client Service Agreement. Without limiting the foregoing, I further acknowledge that NECBB is not responsible in any way for the actions of others including my physician and/or midwife, the birthing hospital or medical facility, staff of the hospital or medical facility, laboratory staff, and transporters of the Cord Blood and/or Umbilical Cord Tissue. I understand that by agreeing to this Release from Liability I am giving up rights that I might otherwise have now or in the future to seek money damages or other remedies or relief from NECBB, its affiliates and other persons and entities named in this Release from Liability.

19. **Provision for Adopting Parents/Legal Guardians.** Client understands that maternal blood sample test results from a woman other than the Legal Mother (such as a surrogate/gestational carrier, "Birthing Mother") will only be communicated to the Birthing Mother and her obstetrician/midwife/physician. NECBB will not disclose any health information of the Birthing Mother to the Client. Client should use the channels established in any surrogacy or adoption contract for information relating to the Birthing Mother's health.

20. **Low Volume Collection.** There is a correlation between blood collection volume and the total number of nucleated cells. Due to factors beyond our control, cord blood collections received by our laboratory can vary in volume. While low collection volumes may not meet current acceptance criteria, continual advancements in stem cell therapy are at the forefront of modern medicine, and storing such volumes may offer possible benefits in the future.

    a. In the event that the cord blood collection volume is 10ml or smaller, please indicate below whether or not you'd like us to process your collection.

        i. ☐ Yes, please process the cord blood.

        ii. ☐ No, **do not** process the cord blood.

    b. If the blood unit is not to be processed and the cord tissue option was selected, please indicate below if you want the cord tissue to be processed.

        i. ☐ Yes, please process the cord tissue, only.

        ii. ☐ No, **do not** process the cord tissue, only.

I/we understand that if I/we have checked 'yes' in either section a or b, that I/we agree to pay NECBB all applicable fees set out on NECBB's Service Fee Schedule, including the Administration and Kit Fee, the Processing Fee, the Transport Charge, and the Annual Service Fee.

21. **Peace of Mind Guarantee**.

A. NECBB will refund all monies paid towards the delivery, processing and storage of any Cord Blood that is later deemed unacceptable for use in a transplant or fails to engraft in the Child during transplant. This applies only to Cord Blood processed and stored by NECBB. Client must follow all NECBB procedures with regards to transplants (notification, documentation, etc.) and if the unit is deemed unacceptable for use in a transplant or fails to engraft in the Child, the Client must provide NECBB with a signed document from the transplant physician stating that the unit is unacceptable for transplant or that the unit did not successfully engraft in the Child and the reasons for such. There may be additional documentation such as laboratory reports also required.

B. Section 20 (A) above does not apply to i) Cord Blood processed and/or stored by any entity other than NECBB; or ii) stem cells used in a transplant to someone other than the Child referred to in this Agreement.

C. In the unfortunate and unlikely situation where both Clients (parents/legal guardians of the Child) die prior to the Child reaching the age of 18, NECBB shall waive all annual storage fees for the Child until the Child reaches the age of 18. At that point in time, the Child will then take over responsibility for the payment of such fees. Child or his/her court appointed guardian shall send NECBB notification including death certificates for both Clients in a timely manner upon the death of the second (or the one if just one) Client. NECBB will then make note in the account for the Child and will not bill Child until his/her 18th birthday. Child or court-appointed guardian shall be responsible for informing NECBB of any address or contact information changes. NECBB hereby retains the right to revoke this portion of the agreement upon Child or court appointed guardian's failure to properly notify NECBB of the deaths and address/contact information changes.

Acknowledgement of Terms and Conditions: I have read the *Client Service Agreement* (Section 2). All of my questions regarding the service have been answered to my satisfaction. I agree to the terms and conditions set forth in the aforementioned documents.

_____	_____	_____
Print Full Name of Client (Parent/Legal Guardian of Child)	Signature of Client	Date
_____	_____	_____
Print Full Name of Client (Parent/Legal Guardian of Child)	Signature of Client	Date

If Client(s) is (are) under the age of 18 at the time of signing this agreement, signature of one Parent/Legal Guardian for that Client is required below:

_____	_____	_____
Print Full Name of Client's Parent/Legal Guardian	Signature of Client's Parent/Legal Guardian	Date
_____	_____	_____
Print Full Name of Client's Parent/Legal Guardian	Signature of Client's Parent/Legal Guardian	Date

NEW ENGLAND CORD BLOOD BANK, INC.

Section 3 – Personal and Payment Information

Please ensure the form below is filled out completely. All sections are required.

❑ Returning Client

Personal Information

Personal Information Mother /Guardian 1

Name (Last, First, Middle):			
Date of Birth:	Social Security Number:		
Home Address:	City:	State:	Zip:
Home Phone:	Cell Phone:	Work Phone:	
Email:	Alternative Email:		

Personal Information Father/Guardian 2

Name (Last, First, Middle):			
Date of Birth:	Social Security Number:		
Home Address:	City:	State:	Zip:
Home Phone:	Cell Phone:	Work Phone:	
Email:	Alternative Email:		

Closest relative, not living with you

Name (Last, First, Middle):		Relationship:	
Address:	City:	State:	Zip Code:
Home Phone:	Cell Phone:	Email:	

Assignment in Case of Death

In the unfortunate and unlikely situation where (both) Client(s) die(s), please provide information as to who will be responsible for the stem cells if the Child is under the age of 18 when (both) Client(s) die.

Should I/We, the Client(s) both die prior to the Child reaching the age of 18, please: (Choose One)

❑ Discard/Destroy the stem cells banked on behalf of our Child

❑ Assign the stem cells banked on behalf of our Child to the named legal guardian for our Child as determined by the Courts.

❑ Assign the stem cells banked on behalf of our Child to the following person:

Name:_____

Address:_____

Phone:_____ Email_____

❑ Donate the stem cells banked on behalf of our Child to research.

Medical and Health History Profile

A Medical Health Profile is required by regulatory agencies. Please complete the information below to the best of your knowledge

Section A – Birthing Mother's Information

Dr./Ms./Mrs./Miss.	First Name:	Last Name:

Date of Birth:	Age at Conception:	Expected Due Date:

Multiple Births: Yes/No	C-Section: Yes/No	Induction: Yes/No	

Sperm Donor Used ❑	Egg Donor Used ❑	Surrogate Used ❑

Any Yes answers please complete Section C and or Section D

Father's Information

First Name:	Last Name:

Date of Birth:

Section B - Delivery Institution

OB/GYN Name:

Office Phone:	Office Fax:	OB/GYN Email:

OB/GYN Street Address:

City:	State:	Zip Code:

Country:

Delivery Hospital Name:

Delivery Hospital Street Address:

City:	State:	Zip Code:

Country:

Medical and Health History Profile (Continued)

Name:_____

Section C – Doctor to Receive Medical Report

Please provide the information of the doctor you would like to receive reports, **if different from the doctor above.**

Doctor's Name:		
Office Phone:	Office Fax:	Doctor's Email:
Doctor's Street Address:		
City:	State:	Zip Code:
Country:		

Complete Section D and Section E Only if Applicable

Section D – Surrogate Information

Important Note: Medical and Health History Profile must be completed by both the biological mother/egg donor and gestational carrier if they are different women.

Surrogate (gestational carrier) Information

First Name:		Last Name:	
Date of Birth:	Age at Conception:	Expected Due Date:	Induction: Yes/No
Multiple Births: Yes/No	C-Section: Yes/No		

Section E – Sperm Donor or Egg Donor

Sperm and/or Egg Bank Name and Address:	
Sperm Donor ID#:	Egg Donor ID#:

Medical and Health History Profile (Continued)

Please explain any "Yes" answers that need further clarification in the section provided on Page 5

Name:_____

	During this pregnancy:	Biological Mother* No	Biological Mother* Yes	Biological Father** No	Biological Father** Yes
1	Are you both in good general health?	☐	☐	☐	☐
2	Prior to this pregnancy did you have any health issues?	☐	☐		
3	Has there been any history of maternal illness (excluding colds) or complications of pregnancy?	☐	☐		
4	Have you had prescribed medications for any reason, with the exception of vitamins?	☐	☐		
5	Did conception occur before the mother's eighteenth birth date?	☐	☐		
6	Did conception occur from an In-Vitro Fertilization using either donor sperm, donor ovum or surrogacy?	☐	☐		
7	Have had a medical diagnosis of ZIKV (Zika Virus) infection?	☐	☐		
8	Have had residence in, or travel to, an area with active ZIKV (Zika Virus) transmission?	☐	☐		
9	Have had sex with a male who is known to have either of the risk factors listed in items 7 or 8, above?	☐	☐		
10	Have either of you been diagnosed with or exposed to tuberculosis, West Nile virus or SARS?	☐	☐	☐	☐
11	Have either of you had any of the following systemic infections: bacterial, viral or fungal?	☐	☐	☐	☐
12	Have either of you received a live (attuned) vaccine within 6 weeks of the date of conception or at any time during this pregnancy? (small pox, yellow fever, chicken pox (varicella), rubeola (measles)/mumps, oral polio, rubella (MMR), or live attenuated flu vaccine)	☐	☐	☐	☐
13	Have either of you had contact with a person who has had any of the vaccines listed in the previous question within 6 weeks of the date of conception or at any time during this pregnancy? (Examples: physical intimacy, touching the site of vaccination, touching bandages or handling clothing and bedding which have been in contact with an open vaccination site.)	☐	☐	☐	☐
14	Have either of you received immune globulin for prevention of hep. B after an exposure within 6 weeks of conception or at any time during this pregnancy?	☐	☐	☐	☐
15	Have either of you received a killed virus vaccine ("flu shot") at any time during this pregnancy?	☐	☐	☐	☐
	In the family:				
	Is there a history of inherited genetic disease including inheritable blood or bleeding disorders (sickle cell anemia, aplastic anemia, Fanconi's anemia, hemophilia, or thalassemia), immune deficiencies or metabolic storage diseases?	☐	☐	☐	☐
16	If there is a history of thalassemia, is it Major or Minor? _____				
17	Is there a history of acquired immune deficiencies or blood disorders? (e.g. Leukemia, lymphoma, or other blood cancers)?	☐	☐	☐	☐
18	Is there a history of SCID, Wiskott-Aldrich syndrome, Hurler syndrome, or chronic granulomatosis?	☐	☐	☐	☐
19	Is there a history of consanguinity (blood related marriages of parents or grandparents up to 1st cousins)?	☐	☐	☐	☐
20	Is there a history of early childhood deaths?	☐	☐	☐	☐
21	Has any parent or grandparent of the baby been adopted?	☐	☐	☐	☐

Please explain any "Yes" answers that need further clarification in the section provided on Page 5	Biological Mother*			Biological Father**	
Name:_____	No	Yes		No	Yes
Have you ever:					
22 Had a health issue requiring major or surgical intervention?	☐	☐		☐	☐
23 Had unexplained fever, swollen lymph nodes, or purple spots on your skin?	☐	☐		☐	☐
24 Had exposure to or risk of: sepsis, small pox or Human TSE?	☐	☐		☐	☐
25 Had Chagas Disease, Babesiosis, or any other parasitic disease?	☐	☐		☐	☐
26 Had exposure or been diagnosed with SSPE (subacute sclerosing panencephalitis)?	☐	☐		☐	☐
27 Been in a malarial endemic country or taken anti-malarial medication?	☐	☐		☐	☐
28 Been diagnosed with malaria?	☐	☐		☐	☐
29 Been bitten by an animal suspected of having rabies?	☐	☐		☐	☐
30 Had Creutzfeldt-Jakob Disease (CJD) or had a family member (a blood relative) with CJD?	☐	☐		☐	☐
31 Spent a cumulative period of 3 months or more in the United Kingdom (England, Northern Ireland, Scotland, Wales, the Isle of Man, or the Channel Islands) or France from January 1, 1980 to December 31, 1996?	☐	☐		☐	☐
32 Spent a total of five years or more in any European country since January 1, 1980?	☐	☐		☐	☐
33 Received a blood transfusion or a blood component in the United Kingdom, France, or elsewhere in Europe, since 1980?	☐	☐		☐	☐
34 Received an organ transplant of any kind, including skin graft?	☐	☐		☐	☐
35 Been treated with dura mater or human pituitary growth hormone?	☐	☐		☐	☐
36 Had viral hepatitis, yellow jaundice, liver disease or had a positive or a false positive test of any type at any time for hepatitis A, B, or C?	☐	☐		☐	☐
37 Had a clinical or laboratory evidence (a positive or a false positive test of any type at any time) for HTLV I or II, HIV/AIDS or syphilis?	☐	☐		☐	☐
38 Had AIDS or any of its complications (progressive multifocal leukoencephalopathy or lymphoma); had a may have been at risk if you are a blood clotting factor recipient, have taken illegal drugs by injections, sexual partner who has had HIV-AIDS or any of its complications or have been at risk for AIDS (you had multiple sexual partners, or a sexual partner that has had multiple partners)?	☐	☐		☐	☐
39 Had sexual contact with a male who has had sexual contact with another male, even once, since 1975?	☐	☐		☐	☐
40 Had sexual contact with another person whose background is uncertain?	☐	☐		☐	☐
41 Has either parent been involved in the sex trade (sex in exchange for money or drugs)?	☐	☐		☐	☐
42 Been refused as a blood donor?	☐	☐		☐	☐
43 Received a transfusion of whole blood, plasma, or plasma derived clotting factors?	☐	☐		☐	☐
44 Been incarcerated in a correction facility for more than seventy-two hours?	☐	☐		☐	☐
45 Had history of exposure to any toxic substances or chemicals such as lead, mercury or gold?	☐	☐		☐	☐
46 Had history of autoimmune disease or malignant disease (cancer)?	☐	☐		☐	☐
47 Had a history of drug and/or alcohol abuse?	☐	☐		☐	☐

	Name:_____ In the past year, from the date of conception, have you:	Biological Mother* No	Biological Mother* Yes		Biological Father** No	Biological Father** Yes
48	Received blood components or a tissue or organ transplant of any kind including skin graft?	☐	☐		☐	☐
49	Been diagnosed, shown evidence of or been treated for Chlamydia, genital herpes, syphilis or any other sexually transmitted disease?	☐	☐		☐	☐
50	Been exposed to anyone with hepatitis or yellow jaundice?	☐	☐		☐	☐
51	Had a tattoo, body piercing, acupuncture, electrolysis, needle stick injury, serious human bite or come into contact with someone else's blood?	☐	☐		☐	☐

Please explain any "Yes" answers that need further clarification:

Please confirm that you have completed the following item by placing a check mark in the appropriate box:

- ☐ Read Information Brochure and Fee Information
- ☐ Read, completed and signed the Payment Information
- ☐ Read and signed the Client Service Agreement
- ☐ Read and signed the Informed Consent
- ☐ Read through and completed the Health History Questionnaire.
- ☐ Attached Medical Health History for all donors/surrogates
- ☐ Included an explanation of any "Yes" answer on the Health History Questionnaire

I certify that I have read and completed the *Medical and Health History Profile*. All of my questions regarding the service have been answered to my satisfaction. I certify that the information that I have provided on this form is complete and truthful to the best of my knowledge. I have reviewed this form for completeness and accuracy within forty eight hours of the birth of the child.

_____	_____	_____
Print Full Name of Biological Mother*	Signature of Biological Mother*	Date
_____	_____	_____
Print Full Name of Biological Father**	Signature of Biological Father**	Date

If Client(s) is (are) under the age of 18 at the time of signing this consent, signature of one Parent/Legal Guardian for that Client is required below:

_____	_____	_____
Print Full Name of Client's Parent/Legal Guardian	Signature of Client's Parent/Legal Guardian	Date
_____	_____	_____
Print Full Name of Client's Parent/Legal Guardian	Signature of Client's Parent/Legal Guardian	Date

_____	_____
Medical Director or Designee (for NECBB use only)	Date

* If using an egg donor, please ask facility for the Medical Health History and statement of donor eligibility of the donor and attach, no signature is necessary

** If using a sperm donor, please ask the facility for the Medical Health History and statement of donor eligibility of the donor and attach, no signature is necessary