

Celebration Stem Cell Centre Private Banking Enrollment Agreement

This Enrollment Agreement (this "Agreement") sets forth the terms and conditions regarding the processing and storage of your unborn baby's umbilical cord blood by Celebration Stem Cell Centre ("CSCC"). Cord blood will be collected by your physician/midwife or nurse using methods approved by CSCC's Medical Director.

I acknowledge and agree that I will be the owner, on my child's behalf, and custodian of the cord blood unit until he or she reaches eighteen (18) years of age. Upon my child reaching eighteen (18) years of age, all ownership rights and claims to the cord blood will vest in such child. At that time, either you or your child may renew this agreement upon written notice to CSCC.

I understand that the initial fee for CSCC's services is \$1,975.00. This initial fee includes the cord blood collection kit, all transportation and courier fees for the delivery of the cord blood to CSCC, cord blood processing, testing, cryopreservation and the first year storage fee. An additional storage fee of \$150.00 will be charged annually, beginning one year after the date of initial cryopreservation and on the same day of each subsequent year until this Agreement is terminated.

I agree to pay CSCC the initial fee and the annual storage fees as more specifically described in the Private Banking Enrollment Form attached hereto and by this reference made a part of this Agreement.

In order for CSCC to collect, process and store the umbilical cord blood I agree to fulfill the following responsibilities:

1. Sign and return to CSCC this Enrollment Agreement.
2. Sign and return to CSCC the Celebration Stem Cell Centre Private Cord Blood Banking Informed Consent Agreement.
3. Sign and return to CSCC the hospital/birthing center and physician consent and release form regarding cord blood collection.
4. Complete and return to CSCC the Donor Information and Health History Questionnaire.
5. Sign and return to CSCC the consent form for HIV testing. (All results are confidential.)
6. Provide CSCC with maternal blood (to be drawn during labor and delivery and transported in the cord blood collection kit).
7. Keep CSCC informed of the delivery due date and current contact information.
8. Take the CSCC cord blood collection kit to the hospital/birthing center for use in collection.
9. Contact the CSCC approved medical courier as described in the collection instructions and provided on outside of collection kit.
10. Select a payment plan on the Private Banking Enrollment Form and pay CSCC for all processing and storage services described in this Agreement.

CSCC may choose, at its sole and absolute discretion, not to process and store the cord blood unit if the blood sample or the cord blood unit tests positive for certain viral or bacterial contamination.

I understand that CSCC may be unable to perform its services under this Agreement if my healthcare provider elects not to collect cord blood to protect the health of me or my baby, if the cord blood collected is determined by CSCC to be insufficient in volume, or in the event of loss by a courier, contamination of the cord blood unit, accidents in shipment, misuse, untimely use or incorrect preparation at another facility. There may be other

circumstances beyond CSCC's control that prohibit the collection of the cord blood or blood testing results that preclude the storing of the cord blood. I understand that if any circumstances arise that preclude CSCC from processing and/or storing the cord blood this Agreement will immediately terminate, and CSCC will notify me of the termination of this Agreement in writing describing the reason why CSCC could not process or store the cord blood unit. I further acknowledge and agree that upon such a termination of this Agreement, the Initial Deposit of \$150.00 described on the "Private Banking Enrollment Form" will be retained by CSCC for the cost of the collection kit and administrative fees.

I understand that I may terminate this Agreement for any reason by providing CSCC notice in writing with a ("Termination Notice"). Upon my termination of this Agreement, I understand that I have the right to have the cord blood unit transferred to a facility of my choice within 120 days after CSCC's receipt of my Termination Notice, and that if I fail to designate such facility, I agree that all of my ownership rights to the cord blood will be transferred to CSCC. I understand that I am responsible for any expenses incurred by CSCC for transferring the cord blood unit to another facility. I understand further that if I terminate this agreement after CSCC processes the cord blood unit, I will not receive a refund of any fees paid to CSCC under this Agreement, but that I will have no further liability after the date this Agreement terminates for future processing and/or storage fees.

I understand that if I fail to pay CSCC any fees within sixty (60) days of the payment due date, CSCC may immediately terminate this agreement. Upon termination of this agreement for non-payment, all ownership rights to the cord blood unit shall be transferred to CSCC. Neither CSCC nor I will have any continuing obligations to the other after termination of this Agreement, except as specifically provided in this Agreement.

When the cord blood unit is needed for a transplant, I understand that I must provide CSCC with a written request from my physician instructing CSCC to prepare and ship the cord blood unit to the appropriate facility using the delivery service, courier or shipping company designated by me in writing. I understand that if I fail to designate such preferred shipping/delivery service, CSCC shall ship the cord blood in the manner determined at its discretion to provide safe and timely service. In either case, CSCC will prepare and arrange for delivery of the cord blood in accordance with industry standards. I understand and agree that I will be responsible for all shipping and preparation expenses.

I understand that CSCC and the collecting physician (or other practitioner) will be using blood collection systems and equipment made by unrelated suppliers and will utilize the services of third party transportation couriers. I understand that the cord blood collection will be performed by a physician, nurse or midwife who is not an employee or otherwise affiliated with CSCC, and that the amount of blood collected is variable and cannot be predicted. I understand that there is no guarantee of a successful treatment with stem cells. I am also aware that there is no guarantee that treatment using my baby's umbilical cord blood stem cells will be the most appropriate treatment for any medical condition which arises in the future.

If the cord blood is collected and delivered to CSCC, CSCC agrees to use the proper and customary care under standard processing and storage protocols.

I understand that CSCC shall not be held responsible for damage or loss of the cord blood due to acts of terrorism, civil strife, war, national emergency or acts of God. CSCC will not be liable for anything beyond its direct control including but not limited to: loss by a courier, contamination of the cord blood unit, accidents in shipment, misuse, untimely use, incorrect preparation at other premises, loss of the cord blood due to non-utilization after

thawing, or any other conditions that prevent CSCC from complying with its standard operating procedures and policies. CSCC shall not be liable for any incidental or consequential damages resulting from loss or damage of the cord blood unit. In any event, I agree that CSCC's liability shall be limited solely to a refund of the fees paid for processing and storage of the cord blood.

I have read this Enrollment Agreement and hereby enter into this contractual relationship for the processing and storage of my newborn baby's umbilical cord blood with Celebration Stem Cell Centre. I have selected the desired payment plan and understand the option to prepay the annual storage fee as listed below on the "Private Banking Enrollment Form". I have read and understood all of the terms in this Agreement, the consent documents listed on page one of this agreement and health history questionnaire. I have been given the opportunity to ask questions and all such questions have been answered to my satisfaction. I certify that all of the information I have provided to CSCC is true and correct to the best of my knowledge.

I understand that this Agreement and the legal relations between the parties shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Arizona, without regard to conflict of laws principles. Any action brought to enforce the terms of this Agreement must be commenced and maintained in the appropriate state or federal court located in Maricopa County, Arizona. This Agreement shall be binding upon, and inure to the benefit of, the parties and their heirs, fiduciaries, successors and assigns. If any provision of this Agreement, or the applicability in any provision to a specific situation, is held to be invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provisions will not be affected by any such invalidity or unenforceability.

Print Mother's Full Legal Name

Print Father's Name (optional)

Signature of Mother

Signature of Father (optional)

Date

Date

Private Banking Enrollment Form

Payment Plans:	Payment in full	6 – Month Payment Plan	12 – Month Payment Plan
*All payment plans include cord blood collection kit, courier fees, all blood & cord blood processing and testing, and first year storage.	Initial Deposit of \$150.00 will be charged upon CSCC's delivery of the Collection Kit and applied towards first year costs. \$1,825.00 will be charged to credit card account upon CSCC's acceptance of the cord blood.	Initial Deposit of \$150.00 will be charged upon CSCC's delivery of the Collection Kit and applied towards first year costs. An additional deposit of \$550.00 will be charged to the account upon CSCC's acceptance of the cord blood. Six equal monthly payments of \$235.00 will be charged to the credit card account beginning the month immediately following CSCC's acceptance of the cord blood.	Initial Deposit of \$150.00 will be charged upon CSCC's delivery of the Collection Kit and applied towards first year costs. An additional deposit of \$550.00 will be charged to the account upon CSCC's acceptance of the cord blood. Twelve equal monthly payments of \$125.00 will be charged to the credit card account beginning the month immediately following CSCC's acceptance of the cord blood.
Collection and Processing Fee:	\$1,975.00	\$1,975.00	\$1,975.00
Interest Charges:	\$0.00	\$135.00	\$225.00
Total Fees: *Including First Year Storage fees	\$1,975.00	\$2,110.00	\$2,200.00
Select Payment Plan:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Cord Tissue Fee: \$ 600.00 / \$150 Annual Storage Fee

Placenta Banking \$2500.00 /\$150.00 Annual Storage Fee

Multiple Births:

For each additional cord blood collection, a fee of \$1,500.00 will be charged. Fee includes an additional cord blood collection kit, courier fees, all blood & cord blood processing and testing, and first year storage.

Total Number of Children:	
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***Annual storage fees apply for each child's cord blood unit.**

PREPAID STORAGE PLANS:

Prepaid Storage Options:	<u>5 Year Plan:</u>	<u>10 Year Plan:</u>	<u>20 Year Plan:</u>
Storage Plan Description:	Prepay for 5 years of storage and save \$100.00 with a one-time payment of \$650 at the time of initial processing.	Prepay for 10 years of storage and save \$200.00 with a one-time payment of \$1,300 at the time of initial processing.	Prepay for 20 years of storage and save \$500.00 with a one-time payment of \$2,500 at the time of initial processing.
Select a Storage plan:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***If a prepaid storage plan is not selected, \$150.00 storage fee will be automatically charged to credit card annually.**

Credit Card Authorization: I hereby authorize Celebration Stem Cell Centre to charge the following credit card account according to the plan(s) selected above. I understand that I am responsible for recurring charges and additional late fees if my credit card is cancelled or otherwise not available for payment. I understand the initial non-refundable deposit of \$150.00 will be charged to my credit card upon CSCC's delivery of a collection kit to me. I understand that if either CSCC or I cancel this Agreement prior to processing the cord blood unit for any reason, CSCC will retain the \$150.00 deposit to offset the cost of the collection kit and administration fees.

Visa
 Master Card
 American Express
 Discover

Card Number

3 Digit Code

Expiration Date

Authorized Signature

Today's Date

Name as it appears on the card

Billing Address