

STEM CELL STORAGE AGREEMENT

This agreement dated _____ is entered into by and between, Reproductive Genetics Institute, an Illinois Corporation with its principal place of business located at 2825 N. Halsted Street, Chicago, Illinois 60657 (hereinafter referred to as “RGI”) and _____
_____ of _____ (hereinafter referred to as “Parents”).

WHEREAS, Parents are expecting a child and want to have a Specimen of the child’s stem cells extracted from umbilical cord blood and/or placental blood (hereinafter “sample blood”) to be stored for possible future use;

WHEREAS, RGI owns and operates storage systems, available for frozen storage of stem cells and wants to enter into an agreement with Parents to extract the stem cells from the sample blood, if possible, and to store the extracted stem cells (hereinafter “Specimen”);

WHEREAS, this Agreement sets forth the terms, conditions, risks, limitations and costs related to extraction and storage of the Specimen;

WHEREAS, the parties agree that one or both parents of the child whose sample blood is to be collected, may execute this Agreement and that the term “Parents”, as used herein, shall be construed to be either singular or plural, depending on whether one or both parents have executed this Agreement; and

WHEREAS, RGI reserves the right to refuse Specimen storage for any reason.

NOW THEREFORE, in consideration of the mutual promises and undertakings recited herein and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. General Terms and Conditions.

- 1.1 The foregoing whereas clauses are incorporated herein as though stated in full.
- 1.2 The decision to store the Specimen (i.e. stem cells extracted from sample blood) is a completely voluntary act of the Parents.
- 1.3 Parents acknowledge that they have discussed with a competent medical professional, other than an employee of RGI, the procedures for and risks attendant to: (a) collection of the sample blood at the time the child is born; (b) delivery of the sample blood to RGI for extraction of the stem cells; (c) frozen storage of the Specimen, if extraction of the stem cells can be accomplished; and (d) possible future use of the Specimen.

- 1.4 RGI expressly disclaims any warranty or guaranty that the Specimen will be of therapeutic or other value now or in the future, notwithstanding the fact that certain individuals and experts in the medical community advocate the storage of stem cells, as a source of genetic material which may be of benefit to the child and/or other family members as technology evolves and new medical advances occur. Parents acknowledge that the Specimen may never be needed by their child or any other family member and that the Specimen may not be usable or beneficial, even if needed.
- 1.5 The selection of qualified personnel to collect, prepare and deliver the sample blood after delivery of the child is the sole responsibility of Parents, and RGI does not recommend, select or otherwise determine who performs these services. Parents acknowledge that there may be circumstances at birth which could prevent the obstetrician/gynecologist or other medical personnel from collecting sample blood or from collecting sample blood in a volume sufficient to allow extraction of a Specimen for storage.
- 1.6 RGI expressly disclaims any assurance or guaranty that the sample blood can be collected or that a Specimen can be extracted from any sample blood, which is collected. Parents assume all risks related to the collection, preparation and delivery of the sample blood. Parents shall deliver the sample blood to RGI at 2825 North Halsted, First Floor, Chicago, Illinois 60657, ATTN: Dr. Yury Verlinsky. Upon receipt of the sample blood, RGI will attempt to extract stem cells to create a Specimen that can be placed in storage. Parents acknowledge that extraction of the Specimen from the sample blood may not be possible, and agree that no liability of any kind will attach to RGI in the event that extraction of a Specimen is unsuccessful.
- 1.7 RGI shall properly dispose of all blood products, including but not limited to plasma, white blood cells, and red blood cells, which remain after RGI has attempted to extract a Specimen; and that RGI shall have no right to utilize, donate and/or sell these remaining blood products, without the prior written consent of the Parents. RGI's obligations hereunder are expressly limited to extraction of the stem cells, if possible, and storage and retrieval of the Specimen, in accordance with the terms and conditions herein. RGI performs no medical services, gives no medical advice, and performs no functions other than those expressly provided for herein.

2. Storage Terms. Storage shall be provided in accordance with the following terms and conditions:

- 2.1 If a Specimen is successfully extracted from the sample blood, RGI will place the Specimen in frozen storage.
- 2.2 At the present time RGI owns and operates frozen storage systems located at 2825 North Halsted, Chicago, Illinois. Parents are aware that RGI's storage systems are used to store many different types of human/reproductive specimens, including but not limited to stem cells, embryos, sperm, tissue and cell samples and that each specimen, including stem cell specimens, is stored in its own

sealed tube or vial before being placed in a common freezer containment. Parents consent to storage of their child's Specimen in a freezer containment, which holds other stem cell specimens and other specimens of many different types.

- 2.3 RGI expressly reserves the right: (a) to assign any or all of its rights and obligations under this Agreement; (b) to transfer the Specimen to another storage system at 2825 North Halsted, Chicago, Illinois; and/or (c) to transfer the Specimen to another storage system at a different location, owned by RGI or its assignee(s).
- 2.4 If the Specimen is transferred to another location, or if RGI assigns any of its rights or obligations under this agreement, it will notify the undersigned parents within 30 days of such an occurrence by mailing written notice to Parents in accordance with the notice provisions herein.
- 2.5 A request to retrieve the Specimen may be made in writing by the undersigned Parent(s). This request must be made on a specified "Request Form" during ordinary business hours and provide for delivery of the Specimen to a medical professional at a date and time certain. Parents will be responsible for all fees associated with the shipping and delivery of the Specimen. No additional retrieval fees will be assessed.

3. Payment. Parents shall pay the following fees:

- 3.1 Upon execution of this Agreement, Parents agree to pay a non-refundable one time registration fee, as set forth in the Schedule of costs attached hereto as Exhibit A, which fee includes the costs of a sample blood collection kit.
- 3.2 Upon receipt of the sample blood by RGI, Parents agree to pay a non-refundable processing fee as set forth in the Schedule of Costs attached hereto as Exhibit A.
- 3.3 If a Specimen is successfully extracted for storage, Parents agree to prepay the annual, non-refundable storage fee, as set forth in the Schedule of Costs attached hereto as Exhibit A.
- 3.4 For each successive year in which the specimen is stored, Parents agree to pre-pay the annual, non-refundable storage fee, as set forth in the Schedule of Costs attached hereto as Exhibit A, which fee shall be due and owing on the anniversary of the date the Specimen was first placed in storage.
- 3.5 In the alternative, parents may prepay all storage fees for the term of this Agreement with a single lump sum payment, as set forth in the Schedule of Costs attached hereto as Exhibit A.
- 3.6 If Parents request storage of the Specimen in more than one vial, an annual storage fee (or single lump sum payment) will be charged for each vial.

4. Term and Termination.

- 4.1 The term of this agreement shall commence upon the date stated above and shall continue for a period of Eighteen (18) years thereafter, unless terminated earlier in accordance with this agreement.
- 4.2 Parents may terminate this Agreement upon seven days notice, given in accordance with the notice provisions herein. Said notice may direct RGI as to disposition of the Specimen, provided any and all costs of such disposition are prepaid by the parents. On or before the termination date, Parents must either: (a) retrieve the Specimen, or (b) direct RGI as to disposition/transfer of the Specimen and prepay any costs thereof. Unless one of the foregoing actions is taken by Parents on or before the termination date, all right title and interest in the Specimen will vest automatically in RGI upon termination, at which time RGI may use, donate, sell or dispose of the Specimen at its sole discretion and for its sole benefit.
- 4.3 If this Agreement is terminated or the specimen is retrieved by the Parents, RGI is entitled to retain the full amount of the annual storage fee due for the year in which termination/retrieval occurs. If the parents have paid the storage fees in a single lump sum Parents will be entitled to partial refund of the single lump sum payment, prorated through the terminated date.
- 4.4 If RGI receives notice of termination by Parents prior to RGI's receipt of the sample blood, any prepaid processing fees and prepaid storage fees will be refunded upon written request of Parents.
- 4.5 In the event that Parents fail to make timely payment of any fees due and owing under this Agreement, RGI will send written notices of default to Parents, in accordance with the notice provisions herein. A first notice shall be sent by RGI, after the fees are more than thirty (30) days delinquent, and a second notice shall be sent by RGI after the fees are more than sixty (60) days delinquent. If any fees due and owing are delinquent for more than eighty (80) days, this Agreement along with the parents' ownership interest in the Specimen will terminate and all right title and interest in the Specimen will vest automatically in RGI, at which time RGI may use, donate, sell or dispose of the specimen at its sole discretion and for its sole benefit.
- 4.6 RGI may terminate this Agreement upon sixty (60) days written notice, in accordance with the notice provisions herein. Said notice shall state a date certain by which Parents must retrieve the Specimen if they wish to prevent its disposal. Unless the Specimen is retrieved by Parents on or before the termination date, all right title and interest in the Specimen will vest automatically in RGI, at which time RGI may use, donate, sell or dispose of the specimen at its sole discretion and for its sole benefit.
- 4.7 If this Agreement is terminated by RGI, Parents will be entitled to partial refund of the annual storage fee (or single lump sum payment), prorated through the terminated date.
- 4.8 Unless this Agreement has been earlier terminated, RGI will send termination notice to Parents thirty days before the 18 year termination date, notifying Parents that by the termination date, one of

the following actions must be taken: (a) Parents must retrieve the Specimen; or (b) Parents must give written direction to RGI concerning disposition/transfer of the Specimen and must also prepay any costs thereof; or (c) a new storage agreement must be entered into between RGI and the Adult child whose stem cells are being stored (or their assignees). Unless one of the foregoing action is taken on or before the termination date, all right title and interest in the Specimen will vest automatically in RGI, at which time RGI may use, donate, sell or dispose of the specimen at its sole discretion and for its sole benefit.

5. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES.

- 5.1 THE PARTIES ACKNOWLEDGE AND AGREE THAT BECAUSE OF THE UNIQUE NATURE OF THIS AGREEMENT IT IS DIFFICULT OR IMPOSSIBLE TO DETERMINE WITH PRECISION THE AMOUNT OF DAMAGES THAT WOULD OR MIGHT BE INCURRED BY PARENTS AS A RESULT OF RGI'S BREACH OF THIS AGREEMENT. ACCORDINGLY, THE PARTIES AGREE THAT RGI WILL BE LIABLE AND OBLIGATED TO PAY PARENTS ONLY THOSE DAMAGES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.
- 5.2 IN NO EVENT WILL RGI BE LIABLE FOR OR OBLIGATED IN ANY MANNER TO PAY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OF ANY NATURE TO PARENTS.
- 5.3 RGI'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO DESTRUCTION OR DETERIORATION OF THE SPECIMEN, SHALL NOT EXCEED THE AMOUNT CHARGED BY RGI TO STORE THE SPECIMEN FOR ONE YEAR.
- 5.4 RGI WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO DESTRUCTION OR DETERIORATION OF THE SPECIMEN, ARISING FROM ANY CAUSE BEYOND THE REASONABLE CONTROL OF RGI.

6. Notice.

- 6.1 Any notice, request, or other communication required to be given pursuant to the provisions of this agreement must be in writing and will be deemed to have been given when delivered in person or when deposited in the United States mail, first class, postage prepaid addressed in the following manner:

If to RGI: Reproductive Genetics Institute, 2825 N. Halsted, Chicago, IL , 60657

If to Parents: Notice shall be to the address(es) stated in the document titled NOTICE INFORMATION, a copy of which is attached hereto as EXHIBIT B

SCHEDULE OF COSTS

Exhibit A

STEM CELL STORAGE INFORMATION
TO STORE SPECIMEN IMMEDIATELY CALL:
773-472-4900
SEND SPECIMEN TO:

REPRODUCTIVE GENETICS INSTITUTE
2825 N. HALSTED
FIRST FLOOR
CHICAGO, IL 60657
ATTN: DR. YURY VERLINSKY

ENROLLMENT FEE (INCLUDES KIT)	=	\$200.00
PROCESSING, SEPARATION, TESTING AND PREPARATION FOR STORAGE	=	\$1,000.00
ANNUAL STORAGE FEE	=	\$100.00
ALTERNATIVE TO ANNUAL STORAGE FEE IS PREPAYMENT OF ALL STORAGE FEES WITH A SINGLE LUMP SUM PAYMENT	=	\$1,600.00

SPECIMEN SHOULD BE HAND-DELIVERED OR SENT BY OVERNIGHT DELIVERY
SERVICE

**NOTICE INFORMATION
EXHIBIT B**

The undersigned parent'(s) will immediately notify RGI in writing of any changes in the information provided below. All notifications to RGI shall be sent as follows: Reproductive Genetics Institute, 2825 N. Halsted, Chicago, IL 60657

MOTHER'S NAME Signature

Street Address.....

City State..... Zip.....

Telephone..... Date of Birth

Expected Delivery Date..... Social Security Number

Employer's Name

Street Address.....

City State..... Zip.....

Telephone.....

FATHER'S NAME Signature

Street Address.....

City State..... Zip.....

Telephone..... Date of Birth

Expected Delivery Date..... Social Security Number

Employer's Name

Street Address.....

City State..... Zip.....

Telephone.....

NEAREST RELATIVE.....

Street Address.....

City State..... Zip.....

Telephone.....

PHYSICIAN'S NAME.....

Street Address.....

City State..... Zip.....

Telephone.....

HOSPITAL'S NAME.....

Street Address.....

City State..... Zip.....

Telephone.....

FEE COMPONENTS:.....DATE.

Annual Storage Plan

Enrollment fee	\$ 200.00
Processing & Banking fee	\$1,000.00
Annual Storage Fee _____	\$100.00 (Guaranteed for life of your contract)
Total	\$1,300.00

The Total is to be paid in two parts:

1. Enrollment Fee of \$200.00
2. Balance

METHOD OF PAYMENT:

Enrollment Fee \$200 (Non-refundable)

Check One Box

- Check enclosed (Please write mother's Social Security # and telephone number on check)
Check # (Make checks payable to RGI)
- Bill Direct to my Credit Card (Please complete even if you have given credit card authorization over the telephone)

Type of Card: VISA MASTERCARD

Name on Card.....

Address.....

Card Number.....

Expiration Date.....

Authorized Signature.....

Balance (Non-refundable once specimen has been processed/stored.)

Check One Box

- Check # (Make checks payable to RGI)
- Bill Direct to my Credit Card

Type of Card: VISA MASTERCARD

Name on Card.....

Address.....

Card Number.....

Expiration Date.....

Authorized Signature.....

- Send bill to my home address.