



ViaCord's Newborn Stem Cell Donor Program

## **SIBLING CONNECTION CELL BANKING SERVICES AGREEMENT**

By completing and signing this agreement (the "Agreement") with ViaCord, LLC ("ViaCord"), the signatory ("You") agree to be bound by the terms and conditions of this Agreement.

### **1. DEFINITIONS**

The following definitions will be used throughout this Agreement:

- **Account Owner** means the person so indicated in the signature block of this Agreement, or to whom the Account Owner assigns his or her rights and obligations under this Agreement.
- **Agreement** means this ViaCord Service Agreement.
- **Cell Banking Services** means ViaCord's receipt of the Cord Blood Sample, processing of the Cord Blood Sample, and storage of the Cord Blood Sample.
- **Child** refers to the person from whom the umbilical cord blood will be collected for Cell Banking Services.
- **Clients** means, collectively, You, the Gestational Carrier, the Legal Guardian, and the Child, the Account Owner, and the Egg Donor.
- **Collecting Healthcare Provider** means the healthcare provider expected to deliver the Child.
- **Collection Kit** means the container provided by ViaCord to You or the Gestational Carrier that holds the materials necessary for collection and transportation of the Cord Blood Sample.
- **Cord Blood Sample** means the cord blood extracted from the Child's umbilical cord and shipped to ViaCord.
- **Cord Blood Stem Cells** means the stem cells derived from ViaCord's processing of the Cord Blood Sample.
- **DBS Card** means a dried blood spot card aliquoted from the Cord Blood Sample for use in connection with Release.
- **Egg Donor** means the individual (biological mother) providing the egg in instances of surrogacy.
- **Gestational Carrier** means the person giving birth to the Child.
- **Health History Questionnaire** means a questionnaire completed by the Gestational Carrier, Egg Donor, and the Child's biological father, if applicable.
- **Legal Guardian** means the person with legal authority to make binding legal decisions for the Child, including the Child, once the Child reaches the age of majority under applicable law. The Legal Guardian may change, with or without You or ViaCord knowing about the change.
- **Maternal Sample** means a blood sample from the Gestational Carrier, drawn at the time the Child is delivered.
- **Parties** means the Client and ViaCord.



- **Release** means the process required for distribution of Newborn Stem Cells for research or use by a healthcare provider.
- **Results Letter** means a letter from ViaCord containing the results of tests performed by ViaCord as further described in this Service Agreement.
- **Samples** means the Cord Blood Sample and Maternal Sample.
- **Sibling** means a child who shares two biological parents with the Child, e.g., full sister or brother.
- **Sibling Connection Program** means ViaCord's directed donation program for families regardless of their financial situation.
- **Transfer** means the process of shipment of Newborn Stem Cells from VPL to a third-party other than a Release.
- **ViaCord** means ViaCord, LLC.
- **VPL** means the ViaCord Processing Lab.

## **2. CLIENT RESPONSIBILITIES**

### **a. Enrollment**

You are responsible for having all the required information in this Agreement completed and for the accuracy of the information provided. If any information is missing or incorrect, it may delay or prohibit Clients from enjoying the benefits of the Cell Banking Services.

You will not be enrolled until You have completed the Informed Consent for Collection and Storage (attached as Schedule 1), completed or are facilitating the completion of the Health History Questionnaire(s), Informed Consent to Testing of the Maternal Sample , and ViaCord has received a Medical Referral Form completed by Sibling's treating physician with the qualifying condition. For Cord Samples collected in New York State, where possible, the Child's biological father should also complete a Health History Questionnaire.

Generally, for Cord Blood Stem Cells to be used in treatment, the healthcare provider will need information about the Gestational Carrier and if applicable, Egg Donor. The Health History Questionnaire(s) provides much of the required information, and complete, accurate information is critical to Release and use of Cord Blood Stem Cells. In addition, if any information provided in the Service Agreement or any of the Health History Questionnaire(s) is incomplete or incorrect, it is the Client's responsibility to notify ViaCord and correct that information immediately.

### **b. Contact Information**

ViaCord prides itself on building strong relationships with its customers. In order to maintain this relationship, ViaCord communicates with Clients regarding the Cell Banking Services, and updates regarding new research and treatments by phone, email, or postal service. Additionally, ViaCord would like to communicate with Clients by text message; but standard text messaging rates may apply.



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Yes! By checking this box, I authorize ViaCord, LLC and its service providers to contact me at the mobile phone number I have provided, or on an updated mobile phone that I provide in the future via phone, and/or text (SMS), using automated dialing technology for service-related, marketing and advertising purposes. Message and data rates may apply. Clients may opt out of receiving text messages by contacting Customer Service at **800-998-4226**.

It is critical that You update ViaCord of any relevant health information regarding the donor Child or the Sibling, and that if there is a change in Client contact information, You contact Customer Service at **800-998-4226**.

### c. Authority

Each Legal Guardian may act independently. If there is a disagreement between Legal Guardians, ***ViaCord will follow the instructions of the Account Owner***, subject to the terms and conditions of this Agreement.

Other than as specifically provided in this Agreement, the Legal Guardian has sole authority to make decisions on behalf of all Clients about changing the **Cell Banking Services**.

### d. Before Delivery. In preparation for collection of the Cord Blood Sample:

- i. The Gestational Carrier will receive the Collection Kit, and it is her responsibility to keep the Collection Kit in a cool, dry place. ViaCord suggests keeping the Collection Kit with the bag she plans to bring to the hospital.
- ii. The Gestational Carrier must inform the Collecting Healthcare Provider of the plan to collect the Cord Blood Sample. If the Collecting Healthcare Provider changes, the Client must inform the new Collecting Healthcare Provider of the plan to collect the Cord Blood Sample and notify ViaCord of the change as soon as possible.
- iii. The Gestational Carrier must bring the Collection Kit to the hospital on the day of delivery.
- iv. The Gestational must give the Collection Kit to the Collecting Healthcare Provider or other person performing delivery of the Child. The Collection Kit includes instructional materials for the Collecting Healthcare Provider. The Client must inform the Collecting Healthcare Provider or other person performing delivery of the Child that they will need to use the contents of the Collection Kit to collect:
  1. The Cord Blood Sample, and
  2. The Maternal Sample.



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- e. After Delivery.** After delivery of the Child and collection of the Cord Blood Sample, the Client must:
- i. Follow the instructions within the Collection Kit to inspect the cord blood bag and the vials of the Maternal Sample for any leaks or other defects.
  - ii. Contact ViaCord at **1-800-998-4226 within two (2) hours** of collection of the Cord Blood Sample so that ViaCord may arrange for pickup of the Samples.
  - iii. Review the contents of the Collection Kit with ViaCord's Customer Service personnel before sealing the Collection Kit and answer any follow-up questions regarding the Health History Questionnaire(s). This phone call may last approximately ten (10) minutes.
  - iv. Keep the Collection Kit at room temperature and readily available until the medical courier arrives.

### **3. DESCRIPTION OF COLLECTION OF THE SAMPLES**

Collection of the Cord Blood Sample is non-invasive and should not interfere with delivery or subsequent care of the Child.

Under some circumstances, timely collection of the Cord Blood Sample is impossible due to circumstances of the birth or subsequent treatment of the Child, or care for the Gestational Carrier. Although infrequent, complications may occur at birth, and it may not be possible for the Collecting Healthcare Provider to collect the Cord Blood Samples. The health and safety of the Child and Gestational Carrier are of paramount importance, and if any complications occur during birth, the Collecting Healthcare Provider may elect not to collect the Cord Blood Samples.

#### **a. Collection Process for Cord Blood Sample**

After the Child is delivered and the cord is clamped, the Collecting Healthcare Provider will clean a four-to-eight-inch area of umbilical cord with antiseptic solution and will insert the blood bag needle into the umbilical cord vein. The Cord Blood Sample flows into the bag by gravity until it stops, after which the collection is complete. The blood bag is to be clamped, knotted, sealed, and labeled. Collection of the Cord Blood Sample typically takes two to four minutes.

#### **b. Collection Process for Maternal Sample**

In addition to the information requested in the Health History Questionnaire(s), use of Cord Blood Stem Cells requires some health information about the Gestational Carrier at the time of



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birth of the Child. The Collecting Healthcare Provider will therefore collect a blood sample from the Gestational Carrier.

### **c. Healthcare Provider Compensation**

Neither the Collecting Healthcare Provider nor any other healthcare provider who assists with collection of a Cord Blood Sample is a ViaCord employee or agent, or otherwise legally entitled to bind ViaCord.

ViaCord is not responsible for reimbursing Clients for fees that any healthcare provider may charge the Client for the collection of the Cord Blood Sample.

ViaCord may reimburse the Collecting Healthcare Provider for collection of a Cord Blood Sample and Clients may ask their Collecting Healthcare Provider(s) whether ViaCord is reimbursing them for collection of the Cord Blood Sample.

## **4. VIACORD'S RESPONSIBILITIES**

Once the Child's and Sibling's eligibility for the Sibling Connection Program are verified, ViaCord's responsibilities are as follows:

### **a. Delivery of the Collection Kit**

ViaCord will send the Collection Kit to the Gestational Carrier. The Collection Kit will include all the materials needed for the Collecting Healthcare Provider to Collect the Samples, and for shipment of the Samples to VPL. The Collection Kit includes instructional materials for the Collecting Healthcare Provider.

### **b. Transportation of the Samples**

ViaCord will arrange for a medical courier to transport the Samples to VPL after the Client's notification of delivery of the Child, and the collection of the Samples.

No courier service can guarantee that the Samples will reach VPL without delay, loss or damage in transit. However, ViaCord works with a transportation service provider that serves industries requiring immediate turn-around time and specializes in handling of sensitive biological materials, including organs for transplant and blood products. ViaCord's transportation service provider utilizes local couriers and the following methods of transportation to deliver the Samples to VPL as safely and as quickly as possible: private jet fleets, ground transportation, and commercial air carriers.

Neither the courier service nor ViaCord guarantees that the Samples will reach VPL without delay, loss or damage in transit. **ViaCord makes no warranty about timely delivery of the Samples to VPL. ViaCord shall not be liable for failure or refusal to process a Sample or bank Cord Blood Stem Cells due to transportation problems.**



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ViaCord does not insure the Samples against risk of loss or damage while they are in transit to VPL or at any time thereafter. If the Client wants to insure the Samples against any risk, the Client must procure such insurance separately at the Client's own financial expense.

### c. Processing the Samples

When the Samples are delivered to VPL, ViaCord will process the Cord Blood Samples in preparation for long-term storage of the Cord Blood Stem Cells and eventual Release. This processing is performed to comply with federal, state, and industry requirements, and to maximize the utility of the Cord Blood Stem Cells if they are ever called for use.

As part of the processing, the Cord Blood Stem Cells will be tested for microbial contamination that may affect a physician's decision to use the Cord Blood Stem Cells for transplant or other forms of treatment. Since a treating physician may wish to have the option to try and use Cord Blood Stem Cells, regardless of contamination status, **ViaCord will store all Cord Blood Stem Cells, regardless of the presence of microbial organisms, without notice to the Client unless the health of the Gestational Carrier and/or Child is potentially at risk and/or ViaCord's Medical Director determines notification is appropriate.**

The Maternal Sample will be tested for certain infectious diseases as described in the Informed Consent to Testing of the Maternal Sample. If the Maternal Sample has a positive test result for infectious disease, the Cord Blood Stem Cells will still be stored, except in situations where the maternal blood sample is confirmed positive for HIV by Nucleic Acid testing. Cord Blood Stem Cells with a maternal sample positive test result for infectious disease may only be Released with the approval of ViaCord's Medical Director and the treating physician.

ViaCord may choose not to process or store the Cord Blood Sample and/or store the Cord Blood Stem Cells for any reason, including, but not limited to: low volume or low weight of Cord Blood Stem Cells, improper collection technique, improper or untimely handling and shipment of the Cord Blood Samples, or failure to notify ViaCord for courier service within the two (2) hour period after collection of the Cord Blood Samples. ViaCord will contact you if a decision is made not to proceed with processing or storage.

If ViaCord decides not to proceed with the processing of the Cord Blood Sample or storage of the Cord Blood Stem Cells for any reason, ViaCord will notify the Client.

In addition, ViaCord will store a Cord Blood Sample on a DBS Card.

### d. Storage of Cord Blood Stem Cells

When the processing of the Cord Blood Samples is complete, the Cord Blood Stem Cells will be transferred to a cryobag for cryopreservation. The cryobags are then placed in storage at or below -150 degrees Celsius in a freezer that is protected and housed in VPL's severe-weather resistant storage vault. The temperature in the storage freezer is continuously monitored to detect even the smallest change in temperature.



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Storage of the Cord Blood Stem Cells does not guarantee the suitability of the Cord Blood Stem Cells for any or all types of future use. Release of the Cord Blood Stem Cells may be prohibited by federal and/or state law due to contamination status, the presence of communicable disease in the Maternal Blood Sample or any other reason. In the event Cord Blood Stem Cells are available for use, only ViaCord's Medical Director and a qualified physician can decide whether the use of the Cord Blood Stem Cells outweighs any potential medical risk.

**[Note: New York Residents Only.** *It is a requirement of the New York State Department of Health that the Cord Blood Stem Cells are frozen within forty-eight (48) hours of collection. If the Cord Blood Stem Cells are not frozen within forty-eight hours, ViaCord's Medical Director will need to specifically authorize the storage of the Cord Blood Stem Cells.]*

#### **e. Results Letter**

Once the Cord Blood Stem Cells have been processed and placed in the storage freezer, ViaCord will send you a Results Letter characterizing the stored Cord Blood Stem Cells.

### **5. RELEASE OF CORD BLOOD STEM CELLS**

**ViaCord is required to have an executed Agreement, Health History Questionnaire(s), and Informed Consent of Maternal Blood Sample on file in order to release Cord Blood Stem Cells for use in a treatment or clinical trial.** In the event that the Cord Blood Stem Cells are requested for transplant or other treatment (including use in a clinical trial), ViaCord requires authorization and an Informed Consent by the Legal Guardian to release the Cord Blood Stem Cells, as well as a written request from a physician or researcher qualified to perform a stem cell transplant or other treatment, or a study pursuant to a FDA or an IRB approved protocol. The Cord Blood Stem Cells may only be used for the treatment of the Child or a first or second degree blood relative, with some exceptions. ViaCord's Medical Director, along with the treating physician/researcher, are responsible for donor eligibility determination and acceptability of the Cord Blood Stem Cells in the requested treatment prior to release of the unit, except in situations of Urgent Medical Need/Clinical Need, in which case, the donor eligibility determination may be made after the release of the Cord Blood Stem Cells. ViaCord will only Release the Cord Blood Stem Cells in accordance with federal and state regulations. If the Cord Blood Stem Cells are eligible for transplant or clinical trial, ViaCord will ship the Cord Blood Stem Cells to the identified facility. The Client is responsible for all shipment and any other expenses associated with Release of the Cord Blood Stem Cells.

**The Client agrees and shall obtain written documentation that the Gestational Carrier agrees, that ViaCord is allowed to disclose the testing results of the Maternal Sample and/or Cord Blood Stem Cells to healthcare providers involved in the care of the Sibling.**



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## **6. COST AND PAYMENT**

There is no cost to you for the Cell Banking Services under the Sibling Connection Program. ViaCord will not reimburse any costs the Clients may incur in connection with the Cell Banking Services.

ViaCord will store the Cord Blood Stem Cells up to seventy-eight (78) years. You may purchase cord tissue banking or other services by contacting ViaCord Customer Services at **800-998-4226**.

## **7. DECISION-MAKING AUTHORITY FOR THE CELL BANKING SERVICES**

### **a. Ownership of Cord Blood Stem Cells**

Ownership of the Cord Blood Stem Cells is a legal matter that may be determined in accordance with the laws of various jurisdictions. As a contractual matter, ViaCord and the Clients agree to follow the provisions in this Section. ViaCord shall be entitled to rely on the applicable Client's instructions regarding the disposition of the Cord Blood Stem Cells under the circumstances provided below.

### **b. Release of the Cord Blood Stem Cells**

Only the Legal Guardian can call for Release of the Cord Blood Stem Cells. However, once the Child reaches the age of majority, ***ViaCord will follow the request of the Child.***

### **c. Transfer of the Cord Blood Stem Cells**

Only the Legal Guardian may act for all Clients to Transfer the Cord Blood Stem Cells to a third-party for continued storage, other than a Release. Only the Legal Guardian, or the Child once the Child reaches the age of majority may act for all Clients to Transfer the Cord Blood Stem Cells for research purposes.

### **d. Termination of Cord Blood Stem Cell Banking Services**

Only the Legal Guardian may act for all Clients to terminate the Cell Banking Services subject to the terms and conditions of this Agreement. However, once the Child reaches the age of majority, ***ViaCord will follow the request of the Child.***

### **e. Legal Disputes**

In the event of a legal dispute over ownership of the Cord Blood Stem Cells or the rights to dispose of the Cord Blood Stem Cells, ViaCord will continue to provide banking services, until such time as ViaCord is presented with a final court order that mandates a change in ownership. At such time, the new owner will be provided an opportunity to sign a new ViaCord Service Agreement or otherwise provide ViaCord with instructions to discontinue banking services.





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Absent an undisputed instruction from the Legal Guardian or Child, as indicated above, or a final court order, ViaCord will continue to store the Cord Blood Stem Cells as long as described in this Agreement.

**f. Account Ownership**

Notwithstanding anything else in this Agreement, the Child may take over as Account Owner with respect to the Cord Blood Stem Cells at any time after reaching the age of majority by executing a new Service Agreement with ViaCord.

**8. TERMINATION OF CELL BANKING SERVICES**

**a. Automatic Termination**

If all of the Cord Blood Stem Cells are Released or Transferred, the Cell Banking Services shall automatically terminate.

**b. Termination by Clients**

The Legal Guardian may terminate Cell Banking Services at any time.

After the Child reaches majority, the Child may take over as the Account Owner by executing a new contract with ViaCord. Further, upon reaching the age of majority, the Child may terminate the Cell Banking services ***over the wishes of the Legal Guardian.***

To terminate the Cell Banking Services, the applicable Client must sign ViaCord's Termination Agreement, and provide proof of identity.

**c. Transfer of Cord Blood Stem Cells**

Client may request the Cord Blood Stem Cells be Transferred to another facility provided that the other facility is approved by the FDA (or equivalent regulatory body if outside the United States). Additionally, all applicable state and federal regulations are followed. In the event of a Transfer under this Section, the Client is responsible for all shipment expenses, administrative fee and will be required to sign ViaCord's Transfer Agreement.

Transfer of all Cord Blood Stem Cells will automatically terminate the Cell Banking Services.

**d. Effect of Termination**

If the Cord Blood Stem Cells are still in storage upon termination of the Cell Banking Services, the Client shall sign and return ViaCord's required documents to terminate the services, including a choice to either donate the Cord Blood Stem Cells to research or instruct ViaCord to destroy the Cord Blood Stem Cells according to ViaCord's standard operating procedure, which may allow ViaCord to defer destruction of the Cord Blood Stem Cells until a later time. If the Client instructs ViaCord to destroy the Cord Blood Stem Cells, the Cord Blood Stem Cells will not



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be used for any purpose during the period of time prior to destruction, including but not limited to any therapeutic or research purpose.

NOTE: Cord Blood Stem Cells donated for research are anonymized and not traceable to any individual or account. Cord Blood Stem Cells donated for research may be used for the purpose of scientific and medical research and education but will not be used for human use meaning at no time will donated Cord Blood Stem Cells ever be placed into another individual. Donation of Cord Blood Stem Cells may contribute to research and products that are developed now, or in the future, including products developed for commercial use.

#### **9. RELEASE; LIMITATION OF LIABILITY; INDEMNIFICATION; FORCE MAJEURE**

ViaCord warrants that it will use commercially reasonable efforts to perform the Cell Banking Services as described in this Agreement. **VIACORD MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES WILL VIACORD BE LIABLE TO CLIENTS UNDER THIS AGREEMENT. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL VIACORD BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, THE LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF USE, OR LOSS OF REVENUE OR PROFIT) IN CONNECTION WITH THIS AGREEMENT HERETO, THE SERVICES PROVIDED OR OTHERWISE, EVEN IF VIACORD IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.**

You, on your own behalf and on behalf of all other Clients, release ViaCord and its officers, directors, employees, agents, affiliates, successors and assigns from any and all other liability for any and all loss, harm, damage or claim of any kind in connection with the Cell Banking Services.

You understand and agree that You are giving up certain rights that You or other clients might otherwise have, now or in the future, to sue or otherwise seek monetary damages or other relief against ViaCord for any reason relating to the Cell Banking Service.

#### **10. CONFIDENTIALITY OF HEALTH INFORMATION**

Appropriate confidentiality will be maintained for all Client records. ViaCord may be required to release or make available information regarding certain positive test results, such as HIV, AIDS, hepatitis C, or other infectious diseases to federal, state, or local government agencies. For additional information regarding ViaCord's Privacy Policy, please visit [www.viacord.com/privacy-policy/index.aspx](http://www.viacord.com/privacy-policy/index.aspx).



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## **11. CHOICE OF LAW: ARBITRATION**

### **a. Choice of Law**

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to conflict of laws, rules or principles. This Agreement has been prepared in the English language and the English language shall control its interpretation.

### **b. Binding Arbitration**

**YOU AND VIACORD ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

**ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

### **c. Arbitration Process; Small Claims; Single Arbitration**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Agreement. The AAA Rules are available at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If Your claim is eligible, You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

You agree to arbitration on an individual basis. In any dispute, **NEITHER YOU NOR VIACORD WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT**



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**OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

**d. Severability of Arbitration Provisions**

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

**12. ASSIGNMENT**

The Agreement is personal and non-assignable by Clients. Any purported assignment by Clients is null and void.

**13. FORCE MAJEURE**

ViaCord will not be liable for nonperformance of this Agreement or any Service(s), including the loss or destruction of any Cord Blood Stem Cells, in the event of a force majeure which may include without limitation, natural disasters, strikes, acts of God, war, non-temporary power failures, terrorist attacks, and government regulations.

**14. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties with respect to the Cell Banking Services and supersedes any and all previous agreements and understandings, whether written or oral.

**15. SEVERABILITY**

The provisions of this Agreement are severable. If any part or portion of this Agreement is determined to be invalid or unenforceable, that provision will be modified so that it is valid and enforceable, and this Agreement will otherwise remain in effect.



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*By Signing below, You certify that all the information Clients provided in this Agreement, including the Schedules, is true and correct to the best of Your knowledge, and that You have signed this Agreement freely and voluntarily.*

*By Signing below, You retain ViaCord to perform the **Cell Banking Services**, subject to the terms and conditions of this Agreement, and You agree to be bound by the terms and conditions of this Agreement.*

Accepted and agreed by the Legal Guardians:

Account Owner:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



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## Schedule 1

### INFORMED CONSENT FOR COLLECTION AND STORAGE (Completed by Legal Guardian)

I elect to privately bank my Child's Cord Blood Stem Cells with ViaCord. I authorize my healthcare provider to collect my child's cord blood. I authorize ViaCord to process the Cord Blood Sample and store the Cord Blood Stem Cells after delivery. I am at least 21 years of age and I am able to lawfully enter into a contract with ViaCord.

I understand that I have the following options regarding my Child's Cord Blood Stem Cells:

- 1) Discard the Cord Blood Sample and Cord Blood Stem Cells as medical waste.
- 2) Donate the Cord Blood Sample and Cord Blood Stem Cells to a public bank, if available.
- 3) Privately bank the Cord Blood Stem Cells.

I understand that there are benefits and risks associated with the collection of the Child's Cord Blood Stem Cells. I understand that the Cord Blood Stem Cells are being stored for potential therapeutic use by the Child or a first or second degree blood relative (i.e., parents, siblings, children, grandparents, aunts, uncles, nieces and nephews).

I understand that Cord Blood Stem Cells are one source of blood-forming cells used in transplant.

I understand that banking Cord Blood Stem Cells does not guarantee that they will be suitable for all treatments or that treatment will work, and only a doctor can determine when it can be used.

I agree to provide information related to Child's biological family's medical and genetic history and to provide information to ViaCord if the Child later develops a disease that may pose a risk to a recipient.

I understand that I have the right to have my questions answered. If I have any questions regarding collection and storage or this Informed Consent, I may contact ViaCord Customer Services at **800-998-4226**.



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I understand that I have the right to withdraw my consent to collect, process, and store the Child's Cord Blood Stem Cells prior to the collection, processing, and/or storage of the Cord Blood Stem Cells by sending a signed letter of revocation by mail, fax, or email to **ViaCord, Attn: Clinical Affairs, 2375 Progress Drive, Hebron, KY 41048**, by Fax: **866-565-2243**, or via email at: [Forms@Viacord.com](mailto:Forms@Viacord.com). I understand that if I revoke my consent the Child will no longer be eligible for ViaCord's Services. I acknowledge that if I decide to withdraw my consent prior to the collection of the Cord Blood Stem Cells, the Clients, including the Sibling, will be ineligible for the Sibling Connection Program.

Signature:

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Print Name:

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Date:

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