



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/ies ("You" or "Customer") agree to be bound by the terms and conditions of this Agreement.

1. KEY TERMS

The following terms will be used throughout this Agreement:

- **Agreement** means this ViaCord Service Agreement.
- **Cell Banking Services** means stem cell collection, processing, and storage by ViaCord, from cord blood.
- **Child** refers to the person from whose umbilical cord blood is collected for Cell Banking Services.
- **Clients** means, collectively, You, the Mother, the Legal Guardian, and the Child.
- **Collecting Healthcare Provider** means the healthcare provider expected to deliver the Child.
- **Collection Kit** means the container provided by ViaCord to You or the Mother 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.
- **Health History Questionnaire** means a questionnaire about past or current health conditions.
- **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 Mother, drawn at the time the Child is delivered.
- **Mother** means the person giving birth to the Child.
- **Parties** means the Client and ViaCord.
- **Primary Account Owner** means the person so indicated in the signature block of this Agreement, or to whom the Primary Account Owner assigns his or her rights and obligations under this Agreement.
- **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 the Enrollment Agreement and its exhibits.



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- **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 to ViaCord, LLC.
- **VPL** means to the ViaCord Processing Lab.
- **You** means the person(s) who sign(s) this Agreement.

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 is 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), and have completed or are facilitating the Mother's completion of the Health History Questionnaire (attached as Schedule 2) and informed consent to testing of the Maternal Sample (attached as Schedule 3), and ViaCord has received a Medical Referral Form (provided separately) completed by Sibling's treating physician with the qualifying condition.

Generally, for Cord Blood Stem Cells to be used in treatment, the healthcare provider will need information about the Mother. The Health History Questionnaire provides much of the required information, and complete, accurate information is critical to Release and use of Cord Blood Stem Cells. If any information provided in the Enrollment Agreement or any of the Health History Questionnaire is incomplete or incorrect, it is the Client's responsibility to notify ViaCord and correct that information immediately.

b. Communication Contact Information

ViaCord prides itself on building strong relationships with its customers. In order to maintain this relationship, ViaCord communicate with Clients regarding the Cell Banking Services, and updates regarding new research and treatments by phone, email, postal service. ViaCord would like to communicate with Clients by text message, but standard text messaging rates may apply and Clients may opt out by contacting Customer Service at **800-998-4226**.

It is important 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**.



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c. Authority

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

Other than as specifically provided otherwise 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 Mother 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 Mother 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,
- iii. The Mother must bring the Collection Kit to the hospital on the day of delivery.
- iv. The Mother 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.

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 three (3) 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.



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- 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

a. Collection Process for Cord Blood Sample

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

However, 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 Mother. 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 Mother are of paramount importance, and if any complications occur during birth, the Collecting Healthcare Provider may elect not to collect the Cord Blood Samples.

b. Collection Process for Maternal Sample

In addition to the information in the Health History Questionnaire, use of Cord Blood Stem Cells requires some information about the Mother at the time of birth of the Child. The Collecting Healthcare Provider will therefore collect a blood sample from the Mother.

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.



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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 Mother. 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 for industries that require 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.**

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, the Cord Blood Samples 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 Mother and/or Child is potentially at risk and/or ViaCord's Medical Director determines notification is appropriate.**



ViaCord's lab specialists 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.

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. Newborn 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 delivery of the Child. 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 the 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 freezers is continuously monitored to detect even the smallest change in temperature.

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.]



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e. Results Letter

Once the Cord Blood Stem Cells have been processed and placed in the storage freezer, ViaCord will send you 1) a Certificate of Preservation saying that the Cord Blood Stem Cells have been successfully stored at VPL, and including the Client's ViaCord account number and the Child's date of birth, and 2) the Results Letter with technical information characterizing the stored Cord Blood Stem Cells.

5. RELEASE OF CORD BLOOD STEM CELLS

ViaCord is required to have an executed Agreement and Health History Questionnaire on file in order to release Cord Blood Stem Cells for use in 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. 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, 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 Mother 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.

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**.



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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, other than a Release.

d. Termination of Newborn 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 Service Agreement or otherwise provide ViaCord with instructions to discontinue banking services.

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 Primary Account Owner with respect to the Cord Blood Stem Cells at any time after reaching the age of majority by executing a new Enrollment Agreement with ViaCord



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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 takeover as Primary 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 cord blood bank provided that the other cord blood bank is approved by the FDA to store the Cord Blood Stem Cells and all state and federal regulations are followed. In the event of a transfer under this Section, the Client is responsible for all shipment expenses and an 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 may either donate the Cord Blood Stem Cells to ViaCord's 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 be used for any purpose during the period of time prior to destruction, including but not limited to any therapeutic or research purpose.

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**



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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.

11. RESOLUTION OF DISPUTES

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. All questions, disputes or differences which may arise between the Parties to this Agreement shall, if such questions, disputes, or differences cannot be amicably resolved by the Parties, be referred to arbitration to be held in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association, which rules are deemed to be incorporated by reference into this Section. The arbitrators' decision shall be final and binding upon the Parties and shall provide the sole and exclusive remedies of the Parties. Judgment upon the rendered award may be entered into any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement.

12. ASSIGNMENT

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



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13. FORCE MAJEURE

ViaCord will not be liable for nonperformance of this Agreement or any services anticipated by this Agreement, 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.

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:

Primary Account Owner:

Signature:

Signature:

Print Name:

Print Name:

Date:

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 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 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**, Fax: **866-565-2243**, or email: 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:

Print Name:

Date:



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Schedule 2

INFORMED CONSENT TO TESTING OF THE MATERNAL SAMPLE **(completed by the Mother)**

I am pregnant with a child. I understand and agree to the following:

- I must be assessed by a physician prior to providing this informed consent.
- I must allow the collection of samples of my own blood drawn at the time of the child's delivery. The blood samples will be collected by a doctor, nurse, phlebotomist or mid-wife at the time of delivery.
- I must provide my health history.

I understand that there are risks to having a sample of my own blood drawn, which may include bruising, redness, discomfort, or inflammation around the needle site as well as, in very limited cases, more significant complications.

I authorize ViaCord to test my blood for certain infectious diseases including but not limited to:

- Human Immunodeficiency Virus (HIV)
- Hepatitis B Virus
- Hepatitis C Virus
- Human T-Lymphotropic Virus (HTLV)
- Cytomegalovirus (CMV)
- Syphilis
- And any other infectious/communicable disease as required under federal or state law or regulation.

I understand that I will only be contacted by ViaCord in the event that test results for my sample are confirmed positive for HIV, Hepatitis B or C Virus, HTLV, Syphilis, or any other relevant communicable disease as required under federal or state law.

I authorize ViaCord to provide me and my physician with test results. I authorize ViaCord to provide the Results to the Child's physician, if applicable. The test results may also be used for research purposes and for analyses and in publications, provided that they are aggregated with other data and do not contain donor identification.



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If I am not the Legal Guardian, ViaCord may not disclose any health information about me to anyone but my physician, but I agree to ensure that the Child's physician and/or the Legal Guardian receive notice of the results of my testing through channels established by me and the Legal Guardian.

Appropriate confidentiality will be maintained for all patient records concerning the Maternal Sample. ViaCord may be required to release or make available information regarding certain positive test results, such as HIV, AIDS, Hepatitis C, or other infectious disease to the U.S. Food and Drug Administration, the U.S. Department of Health and Human Services, the Center for Disease Control, or other federal, state, or local government agencies as required.

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

I understand that I have that right to withdraw my consent to collect the Maternal Samples prior to the collection or testing of the samples and that by withdrawing my consent, the Cord Blood Stem Cells will not be collected, processed, and/or stored, as applicable.

Signature:

Print Name:

Date:
