



Quality Product GUARANTEE

If your child's cord blood unit is used in a stem cell transplant and fails to engraft, we will pay \$35,000 to defray the cost of the procurement of an alternative stem cell source if medically indicated.



Michael J. Bauer, MD
Medical Director, ViaCord, LLC

Quality Product Guarantee

This Quality Product Guarantee (QPG) is not intended to guarantee the result of a medical procedure. It is intended to apply only in the event that cord blood stem cells are required for hematopoietic transplant subject to the exclusions that are noted below. In addition, the QPG will not be extended to the Parent(s) unless the Parent(s) has completed and returned to ViaCord both the Service Agreement and the Health History Questionnaire. If the cord blood stem cells processed and stored by ViaCord are used in a hematopoietic stem cell transplant following standard, recognized medical practices with the intention of accomplishing successful engraftment and they do not engraft, ViaCord will reimburse the Parent(s) up to \$35,000 to defray the cost to procure alternative stem cells from a suitable source. The terms used in the QPG shall have the same meaning given to them as in the Service Agreement.

Definition of Engraftment:

Engraftment is defined as achieving a peripheral blood absolute neutrophil count of 500 per microliter for three consecutive measurements with the first of the three measurements occurring within 100 days of transplantation. The engraftment must be of donor origin.

Exclusions: The Quality Product Guarantee does not include:

- Cord blood units that are collected by any method outside of ViaCord's standard operating procedure, even if such cord blood units have been stored by ViaCord with Parent(s)' approval.
- Transplantation of umbilical cord blood with less than 2×10^7 total nucleated cells per kilogram, even if such cord blood units have been stored by ViaCord with Parent(s)' approval.
- Transplantation of umbilical cord blood with less than 1×10^5 CD34+ cells per kilogram, even if such cord blood units have been stored by ViaCord with Parent(s)' approval.
- Co-transplant with supplemental stem cell sources (e.g., additional cord blood, peripheral blood or bone marrow).
- Transplant other than to biological family members. Biological family members are defined as the Child (i.e., the cord blood donor) and his/her biological Parents and biological siblings.
- Experimental uses, defined below as any of the following:
 - Using stem cells that, prior to administration to the patient, have been subject to more than minimal manipulation including, but not limited to, the following:
 - Stem cell expansion
 - Extensive laboratory culture or positive or negative cell selection
 - Gene therapy
 - Using stem cells that are subject to a US Food and Drug Administration investigational new drug application or foreign equivalent.
 - Use of an investigational drug by the transplant recipient within 100 days of transplantation.
 - Cells transplanted for non-homologous use.
 - Transplantation or transfusion for any reason not intended to result in engraftment.
- The Quality Product Guarantee is not available to:
 - Individuals whose cord blood stem cell collection, storage or transplant fees are paid in full or part by Medicare or Medicaid.
 - Individuals whose cord blood stem cell collection, storage or transplant fees are paid in full or part by third-party payers in Massachusetts and Michigan.

Required documentation of failure to engraft:

Signed statement from the treating transplant physician attesting to the fact that the transplant was intended to engraft but did not engraft as described above; and supporting laboratory reports; or ViaCord's written notice of its inability to produce the cord blood unit for hematopoietic transplant.

Notification of Insurance:

By accepting payment via the Quality Product Guarantee, the recipient agrees to notify any third-party payer who paid in part or wholly for the collection, storage, or transplant, of the existence of this QPG, the amount paid and all other terms and conditions. Prior to payment of the QPG, ViaCord must have proof, in writing, that all third-party payers involved in paying for collection, storage or transplant have been notified.

Additional Information:

Although the preservation and potential use of umbilical cord blood is expanding rapidly, the odds that a family without a defined risk will ever use their child's umbilical cord blood are low and it may never be needed. There is no guarantee that the umbilical cord blood will be a match for any particular family member or that an umbilical cord blood stem cell transplant will provide a cure. As with any transplant therapy, therapeutic success depends upon many factors beyond the stem cell themselves including patient condition, type of disease, recipient-donor relationship and matching, and other factors. Payment of the QPG will be made only with documentation that the obligation to pay an alternative source of stem cells has been incurred and is non-cancelable.

All communication regarding Quality Product Guarantee must be in writing to: ViaCord, LLC, 940 Winter Street, Waltham, MA 02451, Re: ViaCord Pledge.