ViaCord VID: _____

VIACORD SERVICES AGREEMENT

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

1. DEFINITIONS

The following definitions will be used throughout this Agreement, including the Exhibits:

- **Account Owner(s)** means the person(s) signing this Agreement, or as otherwise provided herein.
- **Account Payor** means the person responsible for payment for the Services.
- **Cell Banking Services** means ViaCord's receipt of the Cord Blood Sample and/or the Cord Tissue Sample, processing of the Cord Blood Sample and/or Cord Tissue Sample, and storage of the Newborn Stem Cells.
- **Child** refers to the person from whom the Cord Samples will be collected for Cell Banking Services.
- **Clients** means, collectively, You, the Gestational Carrier, Legal Guardian, the Child, the Account Owner, and the Account Payor.
- **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.
- **Cord Tissue Sample** means the cord tissue collected from the Child's umbilical cord and shipped to ViaCord.
- **Cord Tissue Stem Cells** means the stem cells derived from ViaCord's processing of the Cord Tissue Sample.
- **Cord Samples** means, collectively, the Cord Blood Sample and Cord Tissue Sample.
- **Gestational Carrier** means the person giving birth to the Child.
- **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.
- **Newborn Stem Cells** means, collectively, the Cord Blood Stem Cells and Cord Tissue Stem Cells.
- **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 Account Owner assigns his or her rights and obligations under this Agreement.

- **Service(s)** means, collectively the services to be performed by ViaCord as described in the Exhibits to this Agreement.
- **ViaCord** means ViaCord, LLC.

2. AGREEMENT STRUCTURE

This Agreement is made up of these terms and conditions and several exhibits ("Exhibits"). The Exhibits detail the Services offered by ViaCord and forms the Client must complete to receive such Services. If the Client has either (i) purchased a Service and no longer wishes to purchase that Service described in an Exhibit or (ii) does not want to purchase a Service described in an Exhibit, the Client may disregard that Exhibit and should leave any forms contained in that Exhibit blank. The Exhibits include the limitations on the Services and the Clients' rights and responsibilities under this Agreement and with respect to the Services. The Exhibits are:

- Exhibit 1 contains the terms and conditions and related document(s) for Cell Banking Services.
- Exhibit 3 contains the terms and conditions for the DNA Guardian service.
- Exhibit 4 contains the terms and conditions for Sequencing Services (as defined therein).

3. CLIENT RESPONSIBILITIES

a. Enrollment

You are responsible for i) having all of the required information in this Agreement completed and ii) for the accuracy of the information you provide. If any information is missing or incorrect, it may delay or prohibit Clients from enjoying the benefits of the Service(s).

b. Payment

The timing and amount of charges depends on the Service(s) purchased and are as indicated at the time of enrollment. ViaCord will automatically charge the credit card on file for the charges indicated when the Client elected the Services to be purchased, and at the additional times and amounts indicated in the Exhibits.

You are the Account Payor, unless you transfer payment obligations to a third-party by contacting ViaCord and having the appropriate forms completed. ViaCord will also accept payments on Your behalf from third-parties.

Unless otherwise indicated in an Exhibit, if the Account Payor fails to make payment for a Service, ViaCord may, at its exclusive election, i) terminate that Service and/or all Service(s), and/or ii) use reasonable efforts to contact other Clients and transfer Account Payor responsibility to another willing Client.

c. Contact Information

ViaCord prides itself on building strong relationships with its customers. In order to maintain this relationship, ViaCord communicates with Clients regarding the Service(s), billing notifications, and research and treatment updates by phone, e-mail, or postal service. Additionally, ViaCord would like to communicate with Clients by text message; standard text messaging rates may apply.

☐ 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 ViaCord be able to contact Clients, and it is each Client's obligation to keep their contact information current. If there is a change in Client contact information, please contact Customer Service at **800-998-4226**.

d. Authority

Each Account Owner may act for both Account Owners. If there is a disagreement between the Account Owners, ***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 Account Owners have sole authority to make decisions on behalf of all Clients about changing the Service(s).

4. TERMINATION OF SERVICE(S)

ViaCord and the Account Owner(s) may terminate each Service as provided in the applicable Exhibit. Termination of one Service will not terminate another Service, except as provided for in the event of non-payment for a Service. This Agreement will terminate when all Service(s) are completed or otherwise terminated.

5. RELEASE; LIMITATION OF LIABILITY; INDEMNIFICATION

ViaCord makes no representations or warranties with respect to the Service(s), except as otherwise provided in an Exhibit (collectively, the "Limited Warranties").

Other than as provided in the Limited Warranties, 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 ViaCord's Service(s).

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 Service(s) other than the rights that You may have under the Limited Warranties, if any.

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 AND ANY OF THE EXHIBITS HERETO, THE SERVICE(S) PROVIDED OR OTHERWISE, EVEN IF VIACORD IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN THE QPG (AS DEFINED IN SCHEDULE 3), PERKINELMER'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE ACCOUNT OWNER TO PERKINELMER IN THE TWELVE (12) MONTHS PRECEDING THE MATTER GIVING RISE TO LIABILITY.

6. 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.

7. 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.

8. ASSIGNMENT

The Primary Account Owner may assign the Primary Account Owner's rights and obligations under this Agreement to the Legal Guardian or the Child, if the Child has reached the age of majority for purpose of contract formation. Any Assignment of the Primary Account Owner's rights and obligations will be effective only if the assignee executes a new ViaCord Service Agreement. If the Primary Account Owner assigns its rights and obligations with respect to this Agreement or Service(s) provided under any Exhibit, this Agreement or the applicable Exhibit, and the Parties' obligations thereunder, shall automatically terminate. Any assignment by Primary Account Owner, other than as provided herein, shall be null and void.

9. FORCE MAJEURE

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

10. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, contains the entire agreement between the Parties with respect to the Service(s) and supersedes any and all previous agreements and understandings, whether written or oral.

11. 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 Client has provided in this Agreement, including the Exhibits, 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 Service(s), 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:

Primary Account Owner:

Signature: _____

ViaCord VID: _____

Print Name: _____

Date: _____

Exhibit 1

CELL BANKING SERVICES

1. DESCRIPTION

This Exhibit contains the additional terms and conditions and Schedules applicable to Cell Banking Services. The additional terms and conditions in this Exhibit only apply to Cell Banking Services.

2. ADDITIONAL DEFINITIONS All capitalized terms not otherwise defined in this Exhibit shall have the meanings in the Services Agreement. The following definitions apply to this Exhibit:

- **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 Samples.
- **Collecting Healthcare Provider** means the healthcare provider expected to deliver the Child.
- **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 completed by the Gestational Carrier and/or the Child's biological father.
- **Maternal Sample** means a blood sample from the Gestational Carrier, drawn at the time the Child is delivered.
- **QPG** means to the Quality Product Guarantee.
- **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 ViaCord Services Agreement and its Exhibits.
- **Samples** means the Cord Samples and Maternal Sample.
- **Transfer** means the process of shipment of Newborn Stem Cells from VPL to a third-party for purposes other than a Release.
- **VPL** means to the ViaCord Processing Lab.

3. SCHEDULE LIST

- Schedule 1 – Informed Consent for Collection and Storage
- Schedule 2 – Informed Consent to Testing of the Maternal Sample
- Schedule 3 – Quality Product Guarantee

4. CLIENTS' RESPONSIBILITIES The Client's responsibilities include the following:

a. Enrolling. The Client must complete the Informed Consent for Collection and Storage (attached as Schedule 1) and the Informed Consent to testing of the Maternal Sample (attached as Schedule 2). The Client must complete or facilitate the Gestational Carrier's completion of the Health History Questionnaire provided by ViaCord. For Cord Samples collected in New York State, the Child's biological father must also complete a Health History Questionnaire. Generally, for Newborn Stem Cells to be used in treatment, the healthcare provider will need information about the Gestational Carrier. The Health History Questionnaire(s) provides much of the required information, and complete, accurate information is critical to Release and use of Newborn Stem Cells. If You do not provide a completed Health History Questionnaire from the Gestational Carrier, VPL may be unable to Release the Newborn Stem Cells. In addition, if any information provided in the ViaCord Services 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. Before Delivery. In preparation for collection of the Cord Samples:

i. You or the Gestational Carrier will receive the Collection Kit, and it is Your or her responsibility to keep the Collection Kit in a cool, dry place. ViaCord suggests keeping the Collection Kit with the bag the Gestational Carrier plans to bring to the hospital.

ii. The Gestational Carrier must inform the Collecting Healthcare Provider of the plan to collect the Cord Samples. If the Collecting Healthcare Provider changes, the Client must inform the new Collecting Healthcare Provider of the plan to collect the Cord Samples, 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 Carrier 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. cord blood, cord tissue or both.

2. The Maternal Sample.

c. **After Delivery**. After delivery of the Child and collection of the Cord Samples, the Client must:

i. Follow the instructions within the Collection Kit to inspect the cord blood bag, cord tissue container, 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.

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.

5. 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.

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 Gestational Carrier. Although infrequent, complications may occur at birth and it may not be possible for the Collecting Healthcare Provider to collect the Cord 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 Samples.

a. Collection Process for Cord Blood Sample

If a Cord Blood Sample is being collected, after the Child is delivered and the cord is clamped, a 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 Cord Tissue Sample

If a Cord Tissue Sample is being collected, after the Child is delivered the Collecting Healthcare Provider will collect as much of the umbilical cord tissue as possible and clean the cord tissue with provided wipes before placing it into the sterile, protective cup.

c. Collection Process for Maternal Sample

In addition to the information in the Health History Questionnaire(s), use of Newborn Stem Cells requires some information about the Gestational Carrier at the time of birth of the Child. The Collecting Healthcare Provider will therefore collect a blood sample from the Gestational Carrier**.**

d. Healthcare Provider Compensation

Neither the Collecting Healthcare Provider nor any other healthcare provider who assists with collection of a Cord 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 Sample.

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

6. VIACORD'S RESPONSIBILITIES 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 or 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 or loss or damage in transit. **ViaCord makes no warranty about delivery of the Samples to VPL. ViaCord shall not be liable for failure or refusal to process a Sample or bank Newborn 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 Samples will be tested for microbial contamination that may affect a physician's decision to use the Newborn Stem Cells for transplant or other forms of treatment. Since a treating physician may wish to have the option to try and use Newborn Stem Cells, regardless of contamination status, **ViaCord will store all Newborn 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**.

ViaCord will process the Cord Samples in preparation for long-term storage of the Newborn Stem Cells and eventual Release. This processing is performed to comply with federal, state, and industry requirements, and to maximize the utility of the Newborn 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 Newborn Stem Cells will still be stored, except in situations where the Maternal Sample is confirmed positive for HIV by testing or if there is an affirmative response on the Health History Questionnaire. Newborn Stem Cells with a 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 Samples and/or store the Newborn Stem Cells for any reason, including, but not limited to: low volume or low weight of Newborn Stem Cells, improper collection technique, improper or untimely handling and shipment of the Cord Samples, or failure to notify ViaCord for courier service within the two (2) hour period after collection of the Cord Samples. ViaCord will contact you if a decision is made not to proceed with processing or storage.

The Client will not be charged if the Cord Samples are not processed or the Newborn Stem Cells are not stored, except that ViaCord may charge for the expense incurred for emergency courier

of a Collection Kit. If ViaCord decides not to proceed with the processing of the Cord Samples or storage of the Newborn Stem Cells for any reason, ViaCord will notify the Client and refund any amounts paid, other than for emergency courier of a Collection Kit.

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

d. Storage of Newborn Stem Cells

When the processing of the Cord Samples is complete, the Newborn 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 Newborn Stem Cells does not guarantee the suitability of the Newborn Stem Cells for any or all types of future use. Release of the Newborn Stem Cells may be prohibited by federal and/or state law due to contamination status, the presence of communicable disease in the Maternal Sample or any other reason. In the event Newborn Stem Cells are available for use, only ViaCord's Medical Director and a qualified physician can decide whether the use of the Newborn 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 Newborn Stem Cells are frozen within forty-eight (48) hours of collection. If the Newborn Stem Cells are not frozen within forty-eight (48) hours, ViaCord's Medical Director will need to specifically authorize the storage of the Newborn Stem Cells.*

e. Results Letter

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

7. RELEASE OF NEWBORN STEM CELLS

ViaCord is required to have an executed Agreement and Health History Questionnaire(s) on file in order to Release Newborn Stem Cells for use in treatment or clinical trial. In the event that the Newborn 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 Newborn 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 Newborn 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 Newborn 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 Newborn Stem Cells. ViaCord will only Release the Newborn Stem Cells in accordance with federal and state regulations. If the Newborn Stem Cells are eligible for transplant or clinical trial, ViaCord will ship the Newborn Stem Cells to the identified facility. The Client is responsible for all shipment costs and any other expenses associated with Release of the Newborn Stem Cells.

8. LIMITED WARRANTY; LIMITATION OF LIABILITY

ViaCord warrants that it will use commercially reasonable efforts to perform the Cell Banking Services as described in this Exhibit. **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. VIACORD'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS AS PROVIDED IN THE QUALITY PRODUCT GUARANTEE (THE "QPG") IN SCHEDULE 3. THESE ARE THE CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.**

Notwithstanding the foregoing, ViaCord warrants the Cell Banking Services as provided in the QPG.

THE CLIENT AGREES THAT, EXCEPT FOR THE POTENTIAL PAYMENT UNDER THE QPG, VIACORD SHALL NOT BE LIABLE FOR ANY BREACH OF ITS OBLIGATIONS OR OTHER ACTS OR OMISSIONS BY ITSELF OR OTHERS, SUCH AS COLLECTING HEALTHCARE PROVIDER, MEDICAL FACILITY, MEDICAL STAFF, AND TRANSPORTERS OF THE NEWBORN STEM CELL SAMPLE.

9. COST AND PAYMENT

ViaCord will charge the Account Payor for Cord Banking Services the amounts agreed at the time of enrollment. A processing fee and the first year of storage will be charged upon processing of the Newborn Stem Cells, and the annual storage fee will be charged annually on the 10th of the month that the Child was born.

ViaCord guarantees that the storage fee(s) for the Service(s) will not change for five (5) years from the time of enrollment.

All fees will be charged to the Account Payor's credit card on record or shall be paid by Account Payor by check upon demand.

NOTE: **Florida Residents Only.** In the event that you wish to cancel the Service(s), please contact ViaCord within seven (7) days of receipt of your Collection Kit. ViaCord will process the refund to

the credit card on file within thirty (30) days of receiving the notice of cancellation and you thereby agree to return the unused Collection Kit to ViaCord.

10. DECISION-MAKING AUTHORITY FOR THE CELL BANKING SERVICES

a. Ownership of Newborn Stem Cells

Ownership of the Newborn 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 Client 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 Newborn Stem Cells under the circumstances provided in this Section 10.

b. Release of the Newborn Stem Cells

Only the Legal Guardian can call for Release of the Newborn Stem Cells. If the Legal Guardian calls for Release of the Newborn Stem Cells and an Account Owner disagrees with the Legal Guardian's call for Release of the Newborn Stem Cells, ***ViaCord will follow the request of the Legal Guardian***, provided that in case of such dispute the Legal Guardian will be responsible for any costs associated with such Release.

Once the Child reaches the age of majority, ***ViaCord will follow the request of the Child with respect to Release***.

c. Transfer of the Newborn Stem Cells

Only the Account Owner may act for all Clients to Transfer the Newborn Stem Cells to a third-party for continued storage. Only the Legal Guardian, or the Child once the Child reaches the age of majority may act for all Clients to Transfer the Newborn Stem Cells for research purposes.

d. Termination of Newborn Cell Banking Services

Only the Account Owner may act for all Clients to terminate the Cell Banking Services subject to the terms and conditions of this Exhibit. 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 Newborn Stem Cells or the rights to dispose of the Newborn Stem Cells, ViaCord will continue to provide banking services, provided that all payments have been and continue to be made, 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.

Absent an undisputed instruction from the Account Owner or Child, as indicated above, or a final court order, ViaCord will continue to store the Newborn Stem Cells as long as banking service fees continue to be paid.

f. Account Ownership

Notwithstanding anything else in this Exhibit or the Agreement, i) the Legal Guardian may take over as Account Owner with respect to the Newborn Stem Cells at any time before the Child reaches the age of majority by executing a new ViaCord Services Agreement, and ii) the Child may take over as Account Owner with respect to the Newborn Stem Cells at any time after reaching the age of majority by executing a new ViaCord Services Agreement.

11. TERMINATION OF CELL BANKING SERVICES

a. Automatic Termination

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

b. Termination by Clients

The Account Owner 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 Account Owner.***

To terminate the Cell Banking Services, the applicable Client must i) ensure the account is in good standing (i.e., account is current), ii) sign ViaCord's Termination Agreement, and iii) provide proof of identity.

c. Termination by ViaCord

ViaCord may terminate the Cell Banking Services upon written notice to the Client if the Account Payor fails to pay any required fees within sixty (60) days of the payment due date.

d. Transfer of Newborn Stem Cells

Client may request the Newborn Stem Cells be Transferred to another cord blood bank provided that the other cord blood bank is approved by the FDA to store the Newborn 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 Newborn Stem Cells will automatically terminate the Cell Banking Services.

e. Effect of Termination

Termination of the Cell Banking Services for any reason will automatically cancel the QPG.

If the Cell Banking Services are terminated, and the Client has Prepaid for multiple years of storage, ViaCord will refund the amounts paid for future years to the Account Payor, as applicable.

If the Newborn Stem Cells are still in storage upon termination of the Cell Banking Services, the Client may either donate the Newborn Stem Cells to ViaCord's research or instruct ViaCord to destroy the Newborn Stem Cells according to ViaCord's standard operating procedure, which may allow ViaCord to defer destruction of the Newborn Stem Cells until a later time. If the Client instructs ViaCord to destroy the Newborn Stem Cells, the Newborn 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.

ViaCord VID: _____

Schedule 1

INFORMED CONSENT FOR COLLECTION AND STORAGE
(completed by Legal Guardian)

I elect to privately bank my Child's Newborn Stem Cells with ViaCord. I authorize my healthcare provider to collect my child's cord blood and/or cord tissue. I authorize ViaCord to process the Cord Sample(s) and store the Newborn 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 Newborn Stem Cells:

1) Discard the Cord Sample and Newborn Stem Cells as medical waste.

2) Donate the Cord Sample and Newborn Stem Cells to a public bank, if available.

3) Privately bank the Newborn Stem Cells.

I understand that there are benefits and risks associated with the collection of the Child's Newborn Stem Cells. I understand that the Newborn 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 Newborn 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 although research is ongoing, Cord Tissue Stem Cells are not currently approved for treatment.

I understand that I have the right to withdraw my consent to collect, process, and store the Child's Newborn Stem Cells prior to the collection, processing, and/or storage of the Newborn Stem Cells by sending a signed letter of revocation by mail, fax, or e-mail to **ViaCord, Attn: Clinical Affairs, 2375 Progress Drive, Hebron, KY 41048**, Fax: **866-565-2243**, or e-mail: **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 Newborn Stem Cells, a $150 non-refundable discontinuation fee will be charged. I further acknowledge that if I decide to withdraw my consent after the collection, processing, and/or storage of the Newborn Stem Cells, ViaCord will not issue a refund of any fees charged and I agree to pay ViaCord for all fees associated with the Cord Blood Banking and/or Cord Tissue Banking.

Schedule 2

INFORMED CONSENT TO TESTING OF THE MATERNAL SAMPLE
(completed by the Gestational Carrier)

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.

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 Newborn Stem Cells will not be collected, processed, and/or stored, as applicable.

Signature:

_____

Print Name:

_____

Date:

_____

Schedule 3

QUALITY PRODUCT GUARANTEE

Once the Cord Blood Stem Cells are placed in storage by ViaCord, ViaCord will support the Quality Product Guarantee (QPG) as provided in this Schedule. The capitalized terms used in the QPG shall have the same meaning given to them as in the Agreement.

The QPG. If Cord Blood Stem Cells are called for Release for a required hematopoietic transplant following standard, recognized medical practices and they do not Engraft, ViaCord will pay $35,000 to the Legal Guardian. This payment to the Legal Guardian is intended to partially defray the costs to procure alternative stem cells from a public cord blood bank, in the event of a failure to Engraft under conditions in which Engraftment would be expected.

The QPG is not a guarantee of the result of a medical procedure.

Definition of Engraftment. For purposes of this QPG, "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 donor origin.

Exclusions. The Quality Product Guarantee does not include or apply to:

- Any use of Cord Tissue Stem Cells.
- Cord Blood Stem Cells collected and/or processed by any method outside of ViaCord's standard operating procedure, even if such cord blood units have been stored by ViaCord with the Account Owner's approval.
- Transplantation of less than $2x10^7$ total nucleated cells per kilogram, even if the Cord Blood Stem Cells have been stored by ViaCord with the Account Owner's approval.
- Transplantation of less than $1x10^5$ CD34+ cells per kilogram, even if the Cord Blood Stem Cells have been stored by ViaCord with the Account Owner'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:
    - Transplantation using stem cells that prior to administration to the patient, have been subject to manipulation including, but not limited to the following:
        - Stem cell expansion
        - Extensive laboratory culture or positive or negative cell selection
        - Gene therapy
    - Transplantation using stem cells that are subject to a US Food and Drug Administration investigational new drug application or foreign equivalent.
    - Use of investigational drug by the transplant recipient within 100 days of transplantation.

  - Cells transplanted for non-homologous use.
  - Any regenerative uses
- The Quality Product Guarantee is not available if the stem cell collection, storage or transplant fees are paid in full or part by private or governmental insurance or healthcare programs, including, but not limited to, Medicare or Medicaid.
- Unsuccessful processing and/or storage of Newborn Stem Cells due to any problems or failures in the collection, transportation, testing, cryopreservation, or initial storage process. Several external factors such as delays in transportation, extreme temperatures, and improper collection are beyond the control of ViaCord and the QPG shall not apply to unavailability of Newborn Stem Cells attributable to any such external factor.

Required documentation of failure to engraft:

Either of the following is required documentation of failure to Engraft: (i) a signed statement from the treating transplant physician attesting to the fact that the transplant did not engraft as described above and supporting laboratory reports or (ii) ViaCord's written notice of its inability to produce the cord blood unit for hematopoietic transplant.

Notification of Insurance:

By accepting payment under the Quality Product Guarantee, the Client 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 Newborn Stem Cells are low and it may never be needed. There is no guarantee that the Newborn Stem Cells will be a match for any particular family member or that a cord blood transplant will provide a cure. As with any transplant therapy, therapeutic success depends upon many factors beyond the cord blood stem cells themselves including patient condition, type of disease, recipient-donor relationship and matching, and other factors. The decision to use stored cord blood stem cells for transplantation must be made in careful consideration with a treating physician.

All communication regarding Quality Product Guarantee must be in writing to: ViaCord, LLC, 940 Winter Street, Suite 2500, Waltham, MA 02451, Re: ViaCord Pledge.

Exhibit 3

DNA Guardian

1. DESCRIPTION

This Exhibit contains additional terms and conditions applicable to collection and storage of a dried blood spot card for possible future testing (the "DNA Guardian Program").

2. DEFINITIONS

All capitalized terms not otherwise defined in this Exhibit shall have the meanings in the Agreement or Exhibit 1 – Cell Banking Services, as applicable.

3. THE DNA GUARDIAN SERVICE

The DNA Guardian Program provides for collection of a DBS Card with the Child's blood to ensure a sample is available for future testing.

4. VIACORD'S RESPONSIBILITIES

When processing the Cord Blood Sample, ViaCord will collect a second DBS Card (the "Guardian Card") in addition to the DBS Card collected for use in connection with a possible Release of Newborn Stem Cells.

ViaCord will store the Guardian Card and make it available for future testing in connection with sequencing services offered by ViaCord or its affiliates.

5. LIMITED WARRANTY; LIMITATION OF LIABILITY

ViaCord warrants that it will use commercially reasonable efforts to perform collect and store the Guardian Card as provided in this Exhibit. **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.**

THE CLIENT AGREES THAT VIACORD'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS EXHIBIT IS RETURN OF THE FEES PAID FOR THE SERVICES PROVIDED UNDER THIS EXHIBIT.

6. COST AND PAYMENT; CANCELLATION

ViaCord will charge the one-time fee indicated at the time of enrollment to the Account Payor's credit card on record upon placement of the Newborn Stem Cells in storage.

You may cancel your enrollment in the DNA Guardian Program until VPL collects the Child's blood on the Guardian Card. Enrollment in the DNA Guardian Program is non-refundable after collection of the Guardian Card.

7. DECISION-MAKING AUTHORITY FOR THE DNA GUARDIAN PROGRAM

a. Ownership of the Guardian Card

Ownership of the Guardian Card 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 DNA Guardian Card under the circumstances provided below.

b. Use of the Guardian Card

ViaCord will provide the Guardian Card or a sample taken from the Guardian Card to a qualified healthcare provider as requested by the Legal Guardian. If the Legal Guardian requests that ViaCord provide a sample from the Guardian Card and an Account Owner disagrees, ***ViaCord will follow the request of the Legal Guardian***, provided that in case of such dispute the Legal Guardian will be responsible for any associated costs.

Once the Child reaches the age of majority, ***ViaCord will follow the request of the Child***.

c. Termination of Services

The Account Owner may act for all Clients to terminate enrollment in the DNA Guardian Program by executing ViaCord's required documentation. However, once the Child reaches the age of majority, ***ViaCord will follow the request of the Child***.

d. Legal Disputes

In the event of a legal dispute over ownership of the Guardian Card, ViaCord will continue to provide the services described in this Exhibit, provided that all payments have been and continue to be made, 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 appropriate documentation or otherwise provide ViaCord with instructions to terminate the services.

Absent an undisputed instruction from the Account Owner or Child, as indicated above, or a final court order, ViaCord will continue to store the Guardian Card as long as associated fees continue to be paid.

8. TERMINATION OF SERVICES

a. Automatic Termination

If the Guardian Card is released or exhausted, enrollment in the DNA Guardian Program shall automatically terminate.

b. Termination by Clients

The Account Owner may terminate enrollment in the DNA Guardian Program at any time.

c. Termination by ViaCord

ViaCord may terminate enrollment in the DNA Guardian Program upon written notice to the Client if the Account Payor fails to pay any required fees within sixty (60) days of the payment due date. Before terminating enrollment in the DNA Guardian Program, ViaCord may, at its exclusive discretion, use commercially reasonable effort to contact other Clients, if applicable, and give them the opportunity to take over the Account Payor obligations by executing applicable documentation.

d. Effect of Termination

If the Guardian Card is still in storage upon termination of enrollment in the DNA Guardian Program, the Client may either donate the Guardian Card to ViaCord's research or instruct ViaCord to destroy the Guardian Card according to ViaCord's standard operating procedure, which may allow ViaCord to defer destruction of the Guardian Card until a later time. If the Client instructs ViaCord to destroy the Guardian Card, the Guardian Card 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.

Exhibit 4

SEQUENCING SERVICES

1. DESCRIPTION

This Exhibit contains the additional terms and conditions applicable to Sequencing Services (defined below) provided by ViaCord in collaboration with its affiliate, PerkinElmer Genetics, Inc., doing business as PerkinElmer Genomics ("PKIG," and together with ViaCord, "PerkinElmer"). The additional terms and conditions in this Exhibit only apply to the services described in this Exhibit.

2. ADDITIONAL DEFINITIONS

All capitalized terms not otherwise defined in this Exhibit 4 – Sequencing Services, shall have the meanings in the Agreement, Exhibit 1 – Newborn Stem Cell Storage, or Exhibit 3 - DNA Guardian, as applicable.

The following definitions apply to this Exhibit:

- **Sequencing Services** means the services purchased by Clients and provided by PerkinElmer pursuant to this Exhibit.
- **Sequencing Test** means the sequencing test purchased by the Client.
- **Test Subject** means those of the Client(s) on whom the Sequencing Test is being performed.
- **Customer Agreement Form** means the customer agreement attached as Schedule 1, including the informed consent.
- **Testing Sample** means the sample on which the Sequencing Test is to be performed.

3. CLIENTS' RESPONSIBILITIES

a. DNA Guardian Program.

Unless the Child is part of a multiple birth, enrolling for sequencing services through ViaCord includes enrollment in the DNA Guardian Program, and the purchase price of the Sequencing Services for the Child includes the price of enrollment in the DNA Guardian Program. The terms and conditions in Exhibit 3 – DNA Guardian apply to the DNA Guardian Program.

b. Payment.

The Account Payor will be charged for the Sequencing Services either in a single payment upon submission of payment information, or in equal periodic installments according to the payment plan the Client selected. Additional fees are discussed below.

c. Complete Customer Agreement Form.

The Client must complete and sign the enclosed Customer Agreement Form, including the informed consent form. Informed consent is a process that ensures people receive the education about genetics, and the options, benefits, limitations, risks, and consequences of genetic testing. Genetic counseling provides an individual with informed consent prior to the decision to undergo testing and with the opportunity to review the results of the test in detail. Given the complexity of the Sequencing Test, PKIG requires informed consent from the Client.

d. Testing Sample Submission.

i. Guardian Card

If the person being tested is enrolled in the DNA Guardian program, including the Child, the Testing Sample will be that person's Guardian Card.

By purchasing the Sequencing Test, the Legal Guardian requests and authorizes ViaCord to release the applicable Guardian Card to PKIG.

ii. Saliva

If the Sequencing Test is for anyone not enrolled in the DNA Guardian Program, a Saliva Collection Device will be shipped to the Test Subject within two business days after the order is placed. The Test Subject is required to collect the Testing Sample using the swab included in the Saliva Collection Device and return the swab to VPL using the prepaid envelope included in the Saliva Collection Device.

e. Scheduling Consultation with Third-Party Health Care Provider.

You have received or will receive an email with a link to an external page where the Client will schedule a consultation with the third party medical practice indicated in that email (the "Ordering Provider"). For some Sequencing Services, a pre-test consultation with the Ordering Provider is required for PKIG to perform the test.

During the pre-test consultation with the Ordering Provider, a trained genetic counselor will be available to ensure the Client receives all needed information, will ask for the Test Subject's demographic information, including gender, ethnicity, family medical history, and testing history, will explain the Sequencing Test, and will review the risks and limitations of the Sequencing Test. It is the Client's responsibility to discuss any questions s/he may have about the Sequencing Test with the Ordering Provider, and to ensure the s/he understands the Sequencing Test and its risks and benefits.

4. ORDERING PROVIDER RESPONSIBILITIES

The Ordering Provider may send a completed Test Requisition Form to VPL ordering the Sequencing Test. A Testing Sample will not be processed until and unless the Ordering Provider has ordered the Sequencing Test.

The decision whether or not to order the Sequencing Test is in the Ordering Provider's exclusive discretion. The Ordering Provider is under no obligation to order the Sequencing Test. If the Ordering Provider does not order the Sequencing Test, PKIG will not perform the applicable Sequencing Test, and the Account Payor will not be charged for that Sequencing Test, or will be refunded any amounts already paid for that Sequencing Test.

Once VPL has received the Test Requisition Form and the Testing Sample, VPL will forward the Test Requisition Form and the Testing Sample to PKIG.

a. Post-Test Consultation.

After the Ordering Provider receives the results of the Sequencing Test, the Ordering Provider will contact you about scheduling apost-test consultation at no additional cost. An Ordering Provider genetic counselor will provide the Test Subject with the results and a summary report, will discuss the results with the Test Subject, and may recommend a follow-up with the Test Subject's healthcare provider to review the results further. If you do not wish to attend a post-Test consultation, the Ordering Provider will send the results and summary report to you by email.

5. PKIG'S RESPONSIBILITIES

a. For Guardian Cards.

Once the completed Test Requisition Form and Customer Agreement Form are received by ViaCord, ViaCord will retrieve the Guardian Card and ship the Testing Sample and Test Requisition Form to PKIG.

b. Testing Sample Processing.

When PKIG receives the Testing Sample, it will be reviewed and accessioned. If there is a problem with the Testing Sample, including inadequacy or insufficiency of DNA for testing, or with the associated documentation, PerkinElmer will contact the Test Subject. If there is no problem with the Testing Sample, PKIG will perform the Sequencing Test.

c. Results.

PKIG will return the results of the Sequencing Test to the Ordering Provider via secure e-mail.

d. Data Confidentiality.

PerkinElmer will not use or provide the Test Subject's personal information or the data from Sequencing Test to any third party, unless (1) the Test Subject has given consent for such use or disclosure, or (2) the use or disclosure is required by law, including a subpoena, court order, or order of another governmental body of competent jurisdiction. PerkinElmer may share Client contact information with a third-party vendor for purposes of processing communications regarding the Sequencing Services, and any such vendors will be bound by confidentiality requirements prohibiting them from using Client information for any purpose other than processing such communications. PerkinElmer will provide your contact information to the Ordering Provider to facilitate Client's completion of required documentation.

Sequencing Test results are confidential and may not be released to anyone without the Test Subject's written and informed consent, except as permitted or required by applicable law or regulation, including a subpoena, court order, or order of another governmental body of competent jurisdiction. PKIG will provide results of the Sequencing Test only to the Ordering Provider, as described herein, to the Test Subject's healthcare provider, or otherwise as required by applicable law or regulation.

6. DISCLAIMER; LIMITED WARRANTY; LIMITATION OF LIABILITY

a. Medical Disclaimer.

The Sequencing Test is a healthcare provider-ordered DNA sequencing test offered by PerkinElmer Genetics, Inc.

Any medical information on www.PerkinElmer.com, www.viacord.com, PerkinElmerGenomics.com, or any other website provided by or affiliated with PerkinElmer or any of its affiliates is intended solely to be a guide to general education on DNA testing. It is Client's responsibility to discuss the information provided on these sites, and any other question Client may have about the Sequencing Test and how it applies to the Test Subject with the Test Subject's healthcare provider before taking any action. The Test Subject and the Test Subject's healthcare provider must decide whether the Sequencing Test is appropriate for the Test Subject.

b. Limited Warranty; Limitation of Liability

PERKINELMER GENETICS, INC., VIACORD, LLC, AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, INCLUDING THE ORDERING PROVIDER AND ITS CONTRACTORS, SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PERKINELMER OR VIACORD HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL

PERKINELMER'S OR VIACORD'S, OR THEIR RESPECTIVE AFFILIATES', DIRECTORS', EMPLOYEES', AGENTS' OR SERVICE PROVIDERS', INCLUDING THE ORDERING PROVIDER'S AND ITS CONTRACTORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY CUSTOMER PURSUANT TO THIS SERVICE AGREEMENT. THE AFOREMENTIONED LIMITATION OF LIABILITY SHALL NOT APPLY TO DEATH OR PERSONAL INJURY RESULTING FROM PERKINELMER OR VIACORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

CLIENT UNDERSTANDS AND AGREES THAT CLIENT IS GIVING UP CERTAIN RIGHTS THAT IT MIGHT OTHERWISE HAVE, NOW OR IN THE FUTURE, TO SUE OR OTHERWISE SEEK MONETARY DAMAGES OR OTHER RELIEF AGAINST PERKINELMER, VIACORD, THE ORDERING PROVIDER, OR THEIR AFFILIATES OR RESPECTIVE DIRECTORS, EMPLOYEES, CONTRACTORS, OR AGENTS FOR ANY REASON RELATING TO THE SEQUENCING SERVICES, OTHER THAN THE RIGHTS THAT YOU MAY HAVE UNDER THE AGREEMENT AND THIS EXHIBIT, IF ANY. THE CLIENT UNDERSTANDS THAT PERKINELMER AND VIACORD WILL NOT BE LIABLE FOR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS (INCLUDING THE LOSS OR DESTRUCTION OF SAMPLE(S)) IN THE EVENT OF A FORCE MAJEURE WHICH MAY INCLUDE, WITHOUT LIMITATION, NATURAL DISASTERS, STRIKES, ACTS OF GOD, WAR, NON-TEMPORARY POWER FAILURES, EPIDEMIC, PANDEMIC, TERRORIST ATTACKS, AND GOVERNMENT REGULATIONS.

The Client hereby releases and discharges PerkinElmer and all of their officers, directors, employees, agents, affiliates, attorneys, successors and assigns, and each of them forever, from any and all liability for any and all action, cause of action, suit, omission, cost, expense, interest, loss, harm, damage, claim, demand or proceedings of any kind or nature arising out of or relating, directly or indirectly, to the Guardian Card. Further, the Client understands that by purchasing the Sequencing Services, the Client relinquish any right the Client might otherwise have to sue, or otherwise seek money damages or other relief against ViaCord for any reason relating to or arising out of the Guardian Card.

The Client acknowledges that by ordering the Sequencing Services and releasing the Guardian Card for performance of the Sequencing Test, the Guardian Card will not be available for any future purposes, and the Client's Guardian Program enrollment will be terminated.

7. COST AND PAYMENT

Payment for the Sequencing Services will be charged to the Account Payor's credit card on file when the Newborn Stem Cells are processed.

a. Change Order and Cancellation Policy.

Client may change or cancel an order for Sequencing Services only until the Ordering Provider has submitted a test requisition form, or approximately 2-3 days after the Pre-test Consultation.

If the Sequencing Services are for the Child, Client may cancel the Sequencing Services any time prior to collection of the Guardian Card and receive a full refund of any charges for those Sequencing Services. After collection of the Guardian Card, Client will not receive a refund for enrollment in the Guardian Program.

b. Re-Interrogation.

If PKIG has performed whole genome sequencing and has not deleted the Test Subject's genomic sequencing data, the Client may request re-interrogation of Test Subject's genomic sequencing data (a "Re-interrogation") for a fee. The fee for Re-interrogation will be set by PerkinElmer and is subject to change from time to time. If PerkinElmer has deleted the Test Subject's genomic sequencing data, including due to the Test Subject's prior request, PKIG will not be able to perform any Re-interrogation.

c. Transfer of Sequencing Data.

If PKIG has not deleted the Test Subject's genomic sequencing data, the Client may request a copy of that data be sent to the Test Subject on a removable hard drive for a fee and is subject to change from time to time.

8. MISCELLANEOUS

a. Deletion of Sequencing Data.

The Client may request that PKIG delete the Test Subject's retained genomic sequencing data. Deletion of the Test Subject's genomic sequencing data is final and permanent. Once PKIG deletes the Test Subject's genomic sequencing data, no copies will be kept by PerkinElmer and PerkinElmer will not be able to recover the data. PerkinElmer strongly encourages the Client to request a copy of their genomic sequencing data before requesting that PKIG destroy that data.

b. Requesting Additional Services or Miscellaneous Options.

To request Re-interrogation, transfer of sequencing data, or deletion of sequencing data, email **Support.CustomerCare@PerkinElmer.com** with the following information:

- Full Name
- Date of Birth
- Order Date
- Order Number

Please allow five business days for your request to be processed.

Schedule 1

CUSTOMER AGREEMENT FORM

INFORMED CONCENT FORM FOR ALL CUSTOMERS

Informed consent is a process that provides education about genetics, and the options, benefits, limitations, and consequences of genetic testing. Genetic counseling enables an individual to provide informed consent prior to the decision to undergo testing. Given the complexity of the Test you have purchased from PerkinElmer Genomics, Inc., genetic counseling and informed consent by a trained medical geneticist or genetic counselor is strongly recommended prior to and after undergoing this testing and is available from the Ordering Provider.

DNA TESTING OPTIONS

WHOLE GENOME SEQUENCING (ADULT & PEDIATRIC)

- Whole Genome Sequencing is a PerkinElmer Genomics test that involves sequencing the entire genome, which is all of the DNA in your cells. In other words, WGS sequences thousands of genes at the same time rather than sequencing only one or a few genes.
- With WGS, large deletions or duplications of DNA segments in your genome can also be detected.
- This test may detect variants in known disease-associated genes. In the latter case, we may not be able to know with certainty that the variant actually causes disease.
- WGS requires either a saliva or dried blood spot sample.

GENETIC INSIGHTS PANEL (PEDIATRIC)

- The Genetic Insights Panel is a PerkinElmer Genomics test that involves the sequencing of over 270 genes associated with childhood-onset conditions. DNA will be extracted from the sample and sequencing of over 270 genes will be performed using Next Generation Sequencing (“NGS”) technology.
- GIP requires a dried blood spot sample.

HOW THE DNA TESTS ARE PERFORMED

DNA will be extracted from your sample and sequencing of the genome will be performed using next generation sequencing (NGS) technology. A list of variants found in your sample will be generated. Variants believed to be disease-causing (pathogenic and likely pathogenic variants) will be presented in your results report. However, carrier status is not reported for Pediatric WGS or GIP.

RESULTS DISCLOSURES

MANDATORY DISCLOSURES FOR WGS (CHILDREN)

- **Diagnostic findings related to disease** – pathogenic variant(s) and likely pathogenic variants(s) in genes interpreted to be responsible for or contributing to infantile and pediatric onset diseases will be reported to your Healthcare Professional(s).
- **Pharmacogenetic variants** – Pharmacogenetic variants are changes in the DNA that do not cause a disease but may be related to how your body processes certain medications, such as chemotherapy drugs, antipyretics, antidepressants, anticoagulants, and others. These variants may not be important to you if you are not taking the medications involved but may tell you how well the medications will work or if you will have side effects if you do take the medications now or in the future.

MANDATORY DISCLOSURES FOR WGS (ADULTS)

- **Carrier Status for Autosomal Recessive Conditions** (ex. cystic fibrosis) A recessive condition is one in which two pathogenic variants in the same gene are required in order to show symptoms of the disease (one variant is inherited from each parent). Someone who has only one pathogenic variant does not show symptoms and is called a carrier. The Testing is not designed to be a comprehensive carrier test. We are unable to guarantee that all conditions for which you are a carrier will be determined by the Testing. You may be a carrier for a condition in which there was little or no coverage in the Testing and therefore will not be detected. Additional carrier testing for reproductive purposes should be discussed with your doctor or genetic counselor.
- **Diagnostic findings in adult onset medically actionable disorders (also known as ACMG 59):** Medically actionable conditions are those for which there is currently recommended treatment or preventative actions that can be taken to reduce the risk of developing the disease. An example would be hereditary cancer syndromes such as hereditary breast and ovarian cancer syndrome (HBOC, caused by the BRCA1 and BRCA2 genes). We are unable to guarantee that the Testing will find all adult onset medically actionable conditions for which you have a pathogenic variant. You may have a pathogenic variant for a condition in which there was little or no coverage in the Testing and therefore will not be detected. Additional testing for health or screening purposes should be discussed with your doctor or genetic counselor.
- **Diagnostic Findings in all other known disease-causing genes. Conditions** that are not currently medically actionable do not have recommended treatment or preventative measures that can be taken to reduce the risk of developing the disease. An example would be Alzheimer's disease. We are unable to guarantee that the Testing will find all adult onset medically non-actionable conditions for which you have a pathogenic variant. You may have a pathogenic variant for a condition in which there was little or no coverage in the Testing and therefore will not be detected. Additional testing for health and screening purposes should be discussed with your doctor or genetic counselor.
- **Pharmacogenetic variants** – Pharmacogenetic variants are changes in the DNA that do

not cause a disease but may be related to how your body processes certain medications, such as chemotherapy drugs, antipyretics, antidepressants, anticoagulants, and others. These variants may not be important to you if you are not taking the medications involved, but may tell you how well the medications will work or if you will have side effects if you do take the medications now or in the future.

SAMPLE AND DATA

USE OF SAMPLE AND INFORMATION

- You have the right to confidential treatment of Your sample and information. Unless required by law, PerkinElmer will not disclose Your identifiable information to any person or entity except with your prior, written consent, or as required by applicable law, regulation, or order of a competent authority. Your information will be kept confidential and accessible only to PerkinElmer's lab technicians and support personnel, including contractors, necessary for performing the DNA test, analysis and reporting results.
- The results of the Test are confidential and may not be released to anyone without Your prior, written consent, or as required by applicable law, regulation, or order of a competent authority.

DATA AND SAMPLE RETENTION

- PerkinElmer will retain Customer's genomic sequencing data for no shorter a period than required by applicable law or regulation.
- If Your healthcare provider practices in New York State, PerkinElmer may retain your anonymized specimen indefinitely.

RISKS AND LIMITATIONS OF THE TESTS

LIMITATIONS OF THE DNA TESTS

- NGS cannot accurately sequence repetitive regions, such as trinucleotide repeats. This means that NGS cannot provide data on regions such as the fragile X syndrome repeat region, the Huntington disease repeat region, or the myotonic dystrophy repeat region.
- Genetic changes identified may not necessarily predict the prognosis or severity of disease and it is possible that the genetic change may not affect management or treatment.
- Results of the Test may indicate that additional testing, such as full gene sequencing to fill-in exons with poor coverage or deletion/duplication analysis, is recommended.
- Not all large deletions and duplications are evaluated in the Tests.
- In WGS, a fraction of the genome cannot be sequenced to accurately determine if a pathogenic variant is present. Therefore, pathogenic variants in these regions will not be detected by this analysis.

POTENTIAL RISKS ASSOCIATED WITH GENOMIC TESTING

- Discovery of variants indicating conditions not yet present – the Test may show pathogenic variants in genes that lead to conditions for which you currently do not have symptoms (such as cancer or neuromuscular diseases).
- Uncertainty – PerkinElmer may not be able to tell you with certainty whether the variant(s) detected by the Test are directly related to disease. Interpretation of NGS results will evolve over time as we learn more about normal and abnormal human genetic variation.
- Anxiety – You and your family members may experience anxiety before, during, and/or after the Test.
- Insurance access – results of the Test may become part of the patient's permanent medical record and, depending on the results, may have a material effect on the patient's access to health insurance or life insurance coverage. For example, a life insurance company might ask You to provide genetic information indicating a disorder if this information is available to you. However, the Genetic Information and Non-Discrimination Act (GINA) prohibits the use of genetic information for discrimination in health insurance and employment, and individual states may also have laws concerning the use of genetic information.
- Testing multiple family members may reveal that familial relationships are not biologically what they were assumed to be. For example, the Test may indicate nonpaternity (the stated father of an individual is not the biological father) or consanguinity (the parents of an individual are closely related by blood). These biological relationships may need to be reported to the Ordering Provider.

ViaCord VID: _____

REQUIRED: CUSTOMER CONSENT TO GENOMIC TESTING

BY SIGNING BELOW, YOU

- *Confirm You have read and understood the terms and conditions of the Service Agreement.*
- *Confirm You have read and understood the description of the Test in this Informed Consent Form, including the explanation of how the Test is performed and the risks associated with the Test.*
- *Confirm you understand this consent is voluntary and is valid unless withdrawn, and that You may withdraw consent at any time, but that the Test will not be performed unless You consent, and that withdrawing consent will not affect actions taken before such withdrawal.*
- *Consent to ViaCord, LLC providing the Ordering Provider your contact information.*
- *Consent to PerkinElmer Genomics, Inc. performing the Test You purchased if ordered by the Ordering Provider.*

PATIENT 1 INFORMATION

Patient First Name: _____ Patient Last Name: _____

Patient Date of Birth or Due Date: _____ Order Number: _____

PATIENT 2 INFORMATION

Patient First Name: _____ Patient Last Name: _____

Patient Date of Birth or Due Date: _____ Order Number: _____

PATIENT, PARENT OR LEGAL GUARDIAN SIGNATURE

Patient, Parent, or Legal Guardian Signature: _____ Date: _____

OPTIONAL: PATIENT CONSENT TO DATA/SAMPLE RETENTION AND RESEARCH OPTIONS

Note, if a box below is not checked, this is interpreted as "consent NOT given".

PATIENT CONSENT TO DATA AND SAMPLE RETENTION

PerkinElmer is requesting consent to anonymize and retain the sample submitted for the Test and the results of the Test indefinitely. You are not required to give this consent to retain anonymized data and sample and whether or not you give this consent has no bearing on the test. You may withdraw this consent at any time, and if you withdraw your consent, no additional anonymization will be carried out.

☐ **Check here to opt in to anonymized sample retention.**

By checking here, You consent to PerkinElmer anonymizing and retaining Your sample indefinitely for internal quality control, test validation, assay development and improvement. By allowing PerkinElmer to retain Your sample, You understand and agree to give up any property rights You may have in the sample and You are donating the sample to PerkinElmer Genetics, Inc.

☐ **Check here to opt in to anonymized data retention and Sharing**

By checking here, You consent to PerkinElmer anonymizing and retaining your anonymized data and Test reports indefinitely for statistics, quality analysis, research, scientific and technical development, and market research. In addition, You consent to PerkinElmer sharing anonymized data with third-party biomedical and research institutions for purposes of statistical and quality analysis, research, scientific and technical development, and market research, including to improve identification of and therapies for existing and new diseases now or in the future.

PATIENT CONSENT TO RESEARCH OPTIONS (ADULTS ONLY)

PerkinElmer may collaborate with scientists, researchers and drug developers to advance knowledge of genetic diseases. If there are opportunities to participate in future research relevant to the disease in You and/or your child, PerkinElmer may contact You or the Ordering Provider about the development of new testing, drug development, or other treatments. PerkinElmer may also work with scientists or researchers from academic or commercial institutions who have received the necessary approvals to conduct a research study. In some instances, these scientists or researchers may like to contact you directly about your interest in participating in a specific research study.

☐ **Check here to opt in to Research Options**

By checking here, You opt in to PerkinElmer providing Your contact information to outside researchers to contact me directly about applicable research studies.

Schedule 2

INFORMED CONSENT FOR RESIDENTS OF NEVADA

As used in this document, “genetic information” means any information that is obtained from a genetic test.

1. I understand that no insurer or corporation that provides health insurance, carrier serving small employers or health maintenance organization may:

(a) Require me or any member of my family to take a genetic test;
(b) Require me to disclose whether I or any member of my family has taken a genetic test;
(c) Request my genetic information or the genetic information of a member of my family; or
(d) Determine the rates or any other aspect of the coverage or benefits for health care for me or my family based on whether I or any member of my family has taken a genetic test or based on my genetic information or the genetic information of any member of my family.

2. I also understand that:

(a) I have the right to receive the results of a genetic test, in writing, within 10 working days after the person conducting the test has received the results. The written results must indicate that, except as otherwise provided in chapter 629 of NRS, my genetic information may not be obtained, retained or disclosed without first obtaining my informed consent.

(b) It is unlawful for a person or entity to obtain my genetic information without my informed consent, unless the information is obtained;

(1) By a federal, state, county or city law enforcement agency to establish the identity of a person or a dead human body;
(2) To determine the parentage or identity of a person in certain circumstances;
(3) To determine the paternity of a person in certain circumstances;
(4) For use in a study where the identities of the persons from whom the genetic information is obtained are not disclosed to the person conducting the study;
(5) To determine the presence of certain inheritable disorders in an infant in certain circumstances; or
(6) Pursuant to an order of a court of competent jurisdiction.

(c) It is unlawful for a person to retain genetic information that identifies me without

first obtaining my informed consent, unless retention of the genetic information is:

(1) Necessary to conduct a criminal investigation, an investigation concerning the death of a person or a criminal or juvenile proceeding;
(2) Authorized pursuant to an order of a court of competent jurisdiction; or
(3) Necessary for certain medical facilities to maintain my medical records.

(d) If I have authorized a person to retain my genetic information, I may request that the person destroy the genetic information. Such a person shall destroy the information, unless retention of the information is:

(1) Necessary to conduct a criminal investigation, an investigation concerning the death of a person or a criminal or juvenile proceeding;
(2) Authorized by an order of a court of competent jurisdiction;
(3) Necessary for certain medical facilities to maintain my medical records; or
(4) Authorized or required by state or federal law.

(e) Except as otherwise provided by federal law or regulation, a person who obtains my genetic information for use in a study shall destroy the information upon completion of the study or my withdrawal from the study, whichever occurs first, unless I authorize the person conducting the study to retain my genetic information after the study is completed or upon my withdrawal from the study.

(f) It is unlawful for a person to disclose or to compel another person to disclose my identity if I was the subject of a genetic test or to disclose to another person genetic information that allows the other person to identify me without first obtaining my informed consent, unless the information is disclosed:

(1) To conduct a criminal investigation, an investigation concerning the death of a person or a criminal or juvenile proceeding;
(2) To determine the parentage or identity of a person in certain circumstances;
(3) To determine the paternity of a person in certain circumstances;
(4) Pursuant to an order of a court of competent jurisdiction;
(5) By a physician after I am deceased, and my genetic information will assist in the medical diagnosis of persons related to me by blood;
(6) To a federal, state, county or city law enforcement agency to establish the identity of a person or dead human body;
(7) To determine the presence of certain inheritable preventable disorders in an infant in certain circumstances; or
(8) By an agency of criminal justice in certain circumstances.

ViaCord VID: _____

• I, _____(name of person giving consent), hereby give my consent to (name of health care provider person obtaining genetic information) to obtain my genetic information;

• I, _____(name of person giving consent), hereby give my consent to PerkinElmer Genetics, Inc. to disclose my genetic information to_____ (name of health care provider ordering test). This consent document is valid until _____ (date of expiration).

If the person tested is unable to sign, please indicate the reason here:-

_____

_____

_____

Signature of consenting person or his or her legal representative

_____ Date_____

Witness

_____ Date_____

Schedule 3

INFORMED CONSENT FOR RESIDENTS OF OREGON

SECTION 1: CHECKLIST TO BE COMPLETED BY INDIVIDUAL ORDERING A GENETIC TEST (To be completed by the individual ordering the genetic test.)

After each of the points below have been clearly explained to the individual to be tested, or the individual's personal representative, please initial in the space provided to ensure that the informed consent procedure has been followed.

I have informed the individual that this genetic test is completely voluntary; that he/she has the option of withdrawing consent to the genetic test at any time.

I have explained to the individual the risks and benefits of having a genetic test, including:

- a description of the provisions of Oregon law pertaining to the confidentiality of genetic information;
- a statement of the potential consequences regarding insurability, employability, and social discrimination if the genetic test results become known to others;
- a statement explaining the implications of positive and negative test results, and the availability of support services, including genetic counseling.

I have informed the individual that it may be in his/her best interest to retain the DNA sample for future diagnostic testing, but also of his/her right to have the DNA sample promptly destroyed after the specific purpose for which it was tested (unless retention of the sample is otherwise authorized by law).

I have informed the individual about the meaning and purpose of the authorization form for disclosure of procedure to a third-party payer, including:

- an explanation of the potential risks of disclosure to third-party payers that a genetic test has been performed;
- an explanation of the individual's option to pay out-of-pocket for the cost of the genetic testing procedure.

I have asked the individual whether he/she has any further questions; and if so, I have provided the individual with an opportunity to ask questions and receive answers from either a genetic counselor, or a person who is sufficiently knowledgeable to give accurate and understandable answers about genetic testing and its implications.

I have asked the individual to read, complete, sign and date this consent form; and provided the individual a copy of this completed form for his/her personal records.

ViaCord VID: _____

The above referenced information was explained by me, to the individual being tested, and the individual being tested signed this consent form in my presence

_____

Name of Individual Ordering Genetic Testing (Genome Medica HCP)

_____ _____

Signature of Individual Ordering the Test Date

SECTION 2: INFORMED CONSENT OF INDIVIDUAL CONSENTING TO TESTING (TO BE COMPLETED BY THE INDIVIDUAL BEING TESTED.)

I read and understand that the procedure to be undertaken is a test of my DNA sample to obtain genetic information solely for the purpose(s) listed below. I understand that consent to this procedure is completely voluntary. I understand that there are risks and potential consequences regarding employability, insurability and social discrimination that may result from the collection of my genetic information.

Please check:

- ☐ I understand that Genome Medical will provide a more detailed explanation of the risks and benefits of genetic testing. I understand that if I am not satisfied with the explanation provided to me that I may cancel
- ☐ my order.
- ☐ I understand that I will have the opportunity to request and receive further explanation for proposed genetic test and more about the potential risks and consequences for the test and for me and my family. I
- ☐ understand that if I am not satisfied with the explanation provided to me that I may cancel my order.
- ☐ I understand the potential risks and consequences for the test for me and my family, and do not consent to the collection of my genetic information at this time.
- ☐ I consent to the collection of my genetic information and acknowledge that the results of this test or procedure will be recorded in my confidential medical record.

_____

Name of Individual Consenting

_____ _____

Signature of Individual Consenting Date

SECTION 3: NOTICE OF YOUR RIGHT TO DECLINE PARTICIPATION IN FUTURE ANONYMOUS OR CODED GENETIC RESEARCH (To be completed by the individual being tested.)

_____ (Name of Health Care Provider)

The State of Oregon has laws to protect the genetic privacy of individuals. These laws give you the right to decline to have your health information or biological samples used for research. A biological sample may include a blood sample, urine sample, or other materials collected from your body. You can decide whether to allow your health information or biological samples to be available for genetic research. Your decision will not affect the care you receive from your health care provider or your health insurance coverage.

Research is important because it gives us valuable information on how to improve health, such as ways to prevent or improve treatment for heart disease, diabetes, and cancer. Under Oregon law, a special team reviews all genetic research before it begins. This team makes sure that the benefits of the research are greater than any risks to participants.

In anonymous research, personal information that could be used to identify you, like your name or medical record number, cannot be linked to your health information or biological sample. In coded research, personal information that could be used to identify you is kept separate from your health information or biological sample so it would be very difficult for someone to link your personal information to your health information or biological sample. Your identity is protected in both types of research.

If you want to allow your health information and biological sample to be available for anonymous or coded genetic research, you don't have to do anything. If you make this choice, your health information or biological sample may be used for anonymous or coded genetic research without further notice to you.

If you want to decline to have your health information and biological sample available for anonymous or coded genetic research, **you must tell your health care provider** by:

- Completing this form and giving it to your health care provider
- Completing this form and mailing it to your health care provider the address provided

Your decision is effective on the date your health care provider receives this form. If you have any questions or concerns about this notice, please contact your health care provider.
No matter what you decide now, you can always change your mind later. If you change your mind, tell your health care provider your decision in writing by a means indicated by your health care provider. If you change your mind, the new decision will apply only to health information or biological samples collected after your health care provider receives written notice of your new decision.

☐ I decline to have my health information and biological samples available for anonymous or coded genetic research.

Printed Name _____

Signature _____