

AGREEMENT

Regarding the storage of umbilical cord blood stem cells between

Cryo-Save AG, Churerstrasse 65B, 8808 Pfäffikon SZ,

and

The legal guardians of the (unborn) child (if one or both parents is the legal guardian, please fill in the relevant fields concerned below)

MOTHER

Last name:

First name:

Address:

Postal code: City:

Telephone: Date of birth:

FATHER

Last name:

First name:

Address:

Postal code: City:

Telephone: Date of birth:

Due date:

Name and address of hospital, midwife and/or physician:

1. The purpose of this document is to explain the terms, conditions, limitation, risks and costs of the processing, testing and storage in a CRYO-SAVE AG ("CSAG") authorized cellular storage unit ("Unit") of stem cells obtained from umbilical cord ("Specimen") collected at the time of birth of the child(ren) of the undersigned parent(s)/guardians. This document also constitutes a legally binding Agreement between CSAG and the undersigned parent(s) or legal guardians (the parties). This Agreement expressly limits the rights and obligations of the parties as set forth in this document. By signing this Agreement the undersigned parent(s)/guardian(s) agrees to the processing and storage of the Specimen in any CSAG authorized Unit and indicates that I (we) have been fully

informed of, accept and agree to the conditions, risks, limitations and costs of such storage.

2. There are two options to pay the costs for collection, transport, processing, isolating, freezing and storage of the cord blood stem cells:

Option 1: Payment in 12 months

An initial deposit of EUR 210,- and is payable before the birth. After the birth you will be invoiced for EUR 2130. This amount is payable in 12 monthly instalments. Total: EUR 2340.

Option 2: Once-off payment

The initial deposit of EUR 210 is payable before the birth. After successful storage you will be invoiced for EUR 2130 for cryopreservation and storage for 20 years. Total: EUR 2340.

In the event that full payment has not been received within 60 days, Cryo-Save may terminate this Agreement and destroy the stored stem cells.

Signatory (Signatories) acknowledge that payment will be due over a period longer than the usual given prescription term.

The initial payment of EUR 210 will be increased to include extra transport costs for distant countries.


3. In the event that either there are insufficient stem cells in the Specimen or CSAG is unable to collect stem cells from the Specimen no storage will take place and you will have no further liability to pay CSAG any further fees. The initial payment of EUR 210 is not refundable under any circumstances.
4. The undersigned parent(s)/guardian(s) is/are responsible for contacting the courier company for shipment of the Specimen to the CSAG designated processing and storage facility within 48 hours of the collection of the Specimen. The selected courier is solely responsible for the transportation of the Specimen. The cost of courier is included in the Processing Fee. Details of the courier and a contact telephone number is contained in the collection kit.
5. On receipt of the Specimen CSAG will isolate stem cells from the Specimen and provided a sufficient number of stem cells can be isolated from the Specimen store and preserve such stem cells.
6. Both the father and mother are liable for the payment of the invoiced fee.
7. The Unit where the Specimen is to be stored may be operated and controlled by a separate party. CSAG's obligations hereunder are expressly limited to arranging for the processing and storage and the removal from storage of the stem cells of the Specimen in accordance with the terms and conditions herein. CSAG performs no medical services, gives no medical advice, or otherwise performs any other function other than those expressly provided for herein.
8. Consent is expressly given to store a variety of specimens in the Unit. The Specimen may be stored with any other type of specimen in a Unit but no other specimen will contaminate the Specimen or placed within the same vial where the Specimen is stored.
9. CSAG expressly reserves the right to transfer the Specimen to another Unit or to transfer the location of the Unit. CSAG further may assign any or all of its rights under this Agreement.
10. Except as may be expressly provided for herein the Specimen shall be owned jointly by and subject to the exclusive control of the undersigned parent(s)/guardian(s) provided however, upon majority, ownership and control over the Specimen shall automatically transfer to the person whose Specimen is being stored, unless said person shall assign said right in writing to the undersigned parent(s)/guardian(s) or other third party.
11. CSAG's obligations and liabilities are expressly limited to the services described in section 3 and no other services are provided. CSAG expressly disclaims any responsibility to provide any other services.
12. CSAG will contact you 6 months prior to the end of the 20 year storage term in the event that CSAG continues to store stem cells on your behalf.
13. The Specimen shall be stored for the terms specified in accordance with the following conditions: CSAG reserves the right to refuse Specimen storage for any reason. This Agreement may be cancelled by the undersigned at any time prior to the collection of the Specimen at birth. However, the cost of the enrolment fee of EUR 210 is non-refundable.
14. Parents are responsible to notify CSAG in the case of relocation or address change.
15. CSAG does not guarantee against any possible loss due to natural disasters which cause destruction or deterioration to the Specimen. Further, in the event of any loss, deterioration or destruction of the specimen for any reason other than CSAG's gross negligence, CSAG's liability shall be limited to the return of an amount equal to the storage fee paid by you to CSAG. Furthermore the doctor, obstetrician or hospital personnel will not be liable when due to unforeseen circumstances the collection of cord blood is not possible or the amount of cord blood taken proves to be insufficient.
16. This Agreement shall be governed by and construed in accordance with Swiss law
17. The undersigned parent(s)/guardian(s) will immediately notify CSAG in writing of any changes in the information provided below. All notifications to CSAG shall be sent to: CRYO-SAVE AG, Churerstrasse 65B, 8808 Pfäffikon SZ, Switzerland.

Signatory (Signatories) choose (choose) the following payment option:

- 0 1: EUR 210 + 12 monthly instalments of EUR 177.50;
0 2: EUR 2340,- as a once-off payment

Signed:

Pfäffikon, (date see postmark)


Dr. A. Schubiger, General Manager
Cryo-Save AG
Churerstrasse 65B
8808 Pfäffikon SZ

I, the undersigned parent and or guardian hereby accept the above conditions.

Place: _____

Date: _____

Signature mother: _____

Name mother: _____

Signature father: _____

Name father: _____