

(Please do not write here)

STEM CELLS STORAGE AGREEMENT

Client ID: _____

I/we, _____

(INSERT FULL NAMES), the Parent(s)/Legal Guardian(s), grant permission to CELLS LIMITED, to process, test and store Umbilical Cord Blood of our child(ren) on the terms and conditions set out in this Agreement.

Purpose

The purpose of this document is to explain the terms and conditions, limitations, risk and costs of the processing, testing and storage in a CELLS LIMITED ("CL") 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)/guardian(s). This document also constitutes a legally binding Agreement between CL and the undersigned parent(s) or legal guardian(s) ("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) agree to the processing and storage of the Specimen in any CL authorised Unit and indicates that I (we) have been fully informed of, accept and agree to the conditions, risks, limitations and costs of such storage.

1. Costs

1.1 The total cost of the processing and storing of the Specimen for 20 years, including price of collection kit is £1120 inclusive of VAT. £125 (the "Cost of Collection Kit") is payable in advance on signature of this Agreement and the balance of £995 (the "Processing & Storage Fee") is payable once stem cells from the Specimen have been successfully stored. You will be notified by CL once the stem cells have been successfully stored and invoiced for the balance of the Processing Fee and the Storage Fee (the "Notification"). The initial payment of £125 can be increased in the case of special delivery requirements.

1.2 In the event that full payment has not been received within 30 days of Notification CL may terminate this Agreement and destroy the stored stem cells.

1.3 In the event that either there are insufficient stem cells in the Specimen or CL is unable to collect stem cells from the Specimen no storage will take place and you will have no further liability to pay CL any further fees. The initial payment of £125 is not refundable in any circumstances.

2. Processing and storage

2.1 The undersigned parent(s)/guardian(s) is/are responsible for contacting the courier company for shipment of the Specimen to the CL 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 will be paid by CL. Details of the courier and a contact telephone number are contained in the collection kit.

2.2 On receipt of the Specimen CL's Lab 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.

2.3 A Specimen is stored in two vials, each at a different Unit.

2.4 The Units where the Specimen is to be stored may be operated and controlled by a separate party. CL'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. CL performs no medical services, gives no medical advice, or otherwise performs any other function other than those expressly provided for herein.

2.5 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 be commingled with the Specimen or placed within the same vial where the Specimen is stored.

2.6 CL expressly reserves the right to transfer the location of the Storage or to transfer the location of the Unit. CL further may assign any or all of its rights under this Agreement.

2.7 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.

2.8 CL's obligations and liabilities are expressly limited to the services described in this stem cells storage agreement and no other services are provided. CL expressly disclaims any responsibility to provide any other services.

2.9 CL will contact you 6 months prior to the end of the 20 years storage term in the event that CL continues to store stem cells on your behalf. CL will invoice you for continuing storage costs at its then current rates on an annual basis.

3. Terms and termination

3.1 The Specimen shall be stored for the terms specified in accordance with the following conditions:

3.1.1 CL reserves the right to refuse Specimen storage for any reason.

3.1.2 This Agreement may be cancelled by the undersigned at any time prior to the collection for the Specimen at birth, in which case it shall be the obligation of the undersigned to inform CL within 24 hours of such a decision. However, the cost of the kit is non-refundable.

3.1.3 Parent(s)/guardian(s) are responsible to notify CELLS LIMITED in the case of relocation or address change.

3.1.4 In the case of a payment made through a payment scheme, CL reserves the right to cancel this agreement and destroy the stem cells if payment has not been received for more than 30 days, or the undersigned have not contacted CL regarding the same.

4. Retrieval of stem cells

4.1 CL shall release the stem cells on a request by the parent(s)/guardian(s) (or by the child if at majority age). However, request for retrieval has to be in writing accompanied by a physician's letter on a hospital/clinic letterhead duly stating the unique reference number allocated to you on the Certificate of Storage.

4.2 In all circumstances the stem cells shall be sent to a hospital or clinic address as per your request.

4.3 The stem cells shall be sent to any location you request in the world, provided it is a registered hospital/clinic and we have received appropriate request from a physician.

4.4 CL shall endeavour to deliver the stem cells on any requested date provided given as much notice as possible. CL shall bear no responsibility for delays in delivery beyond CL's reasonable control.

5. Limitation of liability

5.1 CL 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 due to CL's gross negligence, CL's liability shall be limited to the return of an amount equal to the storage fee paid by you to CL. 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.

6. Notices

6.1 This agreement shall be governed by or construed in accordance with English law.

6.2 The undersigned parent(s)/guardian(s) will immediately notify CL in writing of any changes in the information provided below. All notifications to CL shall be in writing to the address provided herein.

For and on behalf of

CELLS LIMITED



Signed _____

Signature

Relation to child _____
Name

Signature

Relation to child _____
Name

Dr. Muhammad Anwar
Managing Director

CELLS LIMITED
Temple House
221-225 Station Road
Harrow
HA1 2TH
United Kingdom

Address

