

Mother's name: _____ DOB _____

Office Use Only



Cell Care
AUSTRALIA

**Cord Blood Banking
&
Cord Blood + Tissue Banking
Agreement**

Cell Care Australia Pty Ltd | ABN 35 110 312 537
PO Box 833 | Moorabbin VIC 3189 | AUSTRALIA
Toll free: 1800 071 075
Fax: (03) 9551 2933
Website: www.cellcare.com.au
Email: info@cellcare.com.au



Dear Cell Care client,

Thank you for considering the storage of your baby's stem cells with Cell Care. We are pleased that you have recognised the possible future benefits of storing your cord blood and potentially cord tissue stem cells. By doing so, you may place your family at the forefront of cell therapy science where there is both an increasing number of therapies available and an expanding number of exciting clinical trials being undertaken.

This cord blood (and tissue) banking agreement will become a contract between you and Cell Care, and we have sought to set out the terms as simply as possible. If you do however have any questions, please contact our Client Services team on 1800 071 075.

The first thing to determine is whether you wish to store **Cord Blood**, or **Cord Blood + Tissue**. The factors to take into account in making this decision are set out on the Cell Care website at www.cellcare.com.au. Cell Care's Client Services team may answer any further queries you might have with regard to this consideration.

Once you have made the decision with regard to Cord Blood or Cord Blood + Tissue, please select the payment plan that best suits your circumstances. Cell Care offers Prepaid Plans and Annual Storage Plans.

Prepaid Plans

In Prepaid Plans, all fees for the period of the contract are combined; i.e., collection *, transport, processing and storage. In selecting a Prepaid Plan, you choose:

- a. Whether you wish to store your baby's stem cells for 18 or 25 years, and
- b. Over what time frame you wish to pay for your Prepaid Plan. We offer 12 and 24 month payment plan options, or an at birth option.

Annual Storage Plans

Annual Storage Plans incorporate:

- i. An upfront fee associated with the collection *, transport and processing of your baby's cord blood (and tissue if you elected to store Cord Blood + Tissue). This includes the initial cryopreservation at Cell Care's state-of-the-art facility. This upfront fee may be paid in one payment shortly after birth, or you can elect to pay monthly over a 12 month period; and
- ii. Annual storage fees which are paid annually, without commitment to a specific contract timeframe. The first annual storage payment is due 3 months following birth.

** Excluding the cost of a Cell Care Collector if required.*

The specific fees payable for the different Annual Storage and Prepaid Storage Plan options are set out in Section D.

With all Cell Care plans, there is an initial deposit payable on the signing of this Agreement. The deposit covers the cost and delivery of the Cell Care collection kit, and is generally not refundable once this Agreement is signed. Please refer to our Refund Policy.

Client Agreement

Once this Banking Agreement has been finalised, the mother of the child will need to complete the Client Agreement, which includes the medical questionnaire and Parent Consent.

We will support you through this process if required. It is a regulatory requirement that the consent be signed by the mother because it incorporates receiving the necessary consent to take a maternal blood sample as part of the storage process. Please note that as we are storing a blood product, we are required to ask a number of personal health questions of both the mother and father. These questions are important in ensuring we have the information needed to best maintain the safety and future efficacy of your baby's stem cells.

Privacy

Your privacy is of paramount importance to us. We appreciate that you are required to give us very personal information and you can be assured of its absolute confidentiality.

Cell Care's privacy policy can be reviewed at <http://www.cellcare.com.au/privacy-policy>.

Above all, Cell Care seeks to ensure that the process of collecting your baby's precious stem cells is as straight forward as possible. We store stem cells for over 20,000 Australian children and are the largest and most experienced cord blood and tissue banking company in Australia. Please do not hesitate to contact us at any time should you have any questions, concerns or feedback you wish to pass on.

Yours sincerely,

Brent Dennison and the Cell Care Team



A. MOTHERS DETAILS

Last Name		First Name	
Home Address			
Suburb		State	Postcode
Home phone		Work phone	
Mobile			
Email			

B. COLLECTION & STORAGE OPTIONS

I wish to collect and store my baby's:

Cord Blood

Cord Blood + Tissue

(Cord Tissue collection is only available with Cord Blood collection and please refer to items 5 & 6 of the "Acknowledgements" section and item 4 of the "No Assurances" section of the Terms and Conditions of this Agreement – Section F).

See Section C and D for pricing information

C. PAYMENT PLANS

Cell Care offers Prepaid Plans and Annual Storage Plans:

Prepaid Plans

All fees for the period of the contract are combined; i.e., collection, transport, processing and storage. We offer 18 or 25 year Prepaid Plans. You may pay your Prepaid Plan over 12 or 24 months, or at birth.

Annual Storage Plans

Annual Storage Plans incorporate:

- i. An upfront fee associated with the collection, transport and processing of your baby's cord blood (and tissue if you elected to store Cord Blood + Tissue). This upfront fee may be paid in one payment, or you can elect to pay monthly over a 12 month period; and
- ii. Annual storage fees which are paid annually, without commitment to a specific contract timeframe. The first annual storage payment is due 3 months following birth.

D. CHOOSING A PAYMENT PLAN

CORD BLOOD payment plans

Please tick your selected payment plan

\$150 deposit at enrolment, plus:

\$150 deposit, plus:

PREPAID STORAGE PLANS			
18 YEARS		25 YEARS	
24 monthly payments of	12 monthly payments of	24 monthly payments of	12 monthly payments of
\$148	\$281	\$165	\$315
<u>NO</u> STORAGE FEE PER ANNUM		<u>NO</u> STORAGE FEE PER ANNUM	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minimum cost \$3,695 over 24 months	Minimum cost \$3,520 over 12 months	Minimum cost \$4,095 over 24 months	Minimum cost \$3,920 over 12 months
OR		OR	
<input type="checkbox"/> AT BIRTH PLAN \$3,295 (includes deposit)		<input type="checkbox"/> AT BIRTH PLAN \$3,695 (includes deposit)	

ANNUAL STORAGE PLANS
12 monthly payments of
\$153
<u>PLUS</u> STORAGE FEE PER ANNUM OF \$195
<input type="checkbox"/>
Minimum cost \$1,975 over 12 months
OR
<input type="checkbox"/> ONE PAYMENT \$1,750 (includes deposit) + \$195 storage per annum

PREPAID STORAGE PLANS: The balance, after deposit, of at birth plans is payable 2 weeks following birth. Monthly payment plans commence 2 weeks following birth.

ANNUAL STORAGE PLANS: The balance of the initial payment is due 2 weeks following birth. Monthly payment plans commence 2 weeks following birth. Annual Storage fees begin 3 months after birth, and are payable for as long as you want, without commitment and are adjusted annually in line with CPI. Prices are exclusive of any discounts or additional collector fees. Visit our website or speak to our Client Services Team on 1800 071 075 for further information.

To refine your final pricing, please check the following boxes where appropriate:

- Are you an existing Cell Care client?** If you have banked with us before, a price reduction of \$200 applies.

If you have changed your name since you last stored with us, please provide previous name here:

- Are you expecting twins?** If so, a discount of \$200 applies for each baby.

If you are expecting triplets or more, please call Cell Care on 1800 071 075 so that special arrangements can be made.

- Have you been referred by another Cell Care client?**

If you have been referred by a friend who is a Cell Care client, a discount of \$100 applies. If you are having twins, this discount will be applied to each baby. However, please note that this discount is not available together with other Cell Care offers, or the existing Cell Care client discount.

Name of Cell Care client who referred you: _____

- Do you have a Cell Care voucher?**

The amount of the voucher will be deducted from your fees.

Please provide voucher number: _____

Please note, if you have chosen a 12 or 24 Month Plan, the discount will be deducted equally from all payments.

CORD BLOOD payment plans (continued)

- Do you require a Cell Care collector to attend the birth and carry out the collection?**

For patients in a private hospital, obstetricians will often perform collections. However, if you are having your baby in a public hospital or you do not plan for your doctor to carry out the collection, we are able to arrange a Cell Care trained collector to attend the birth to complete the collection process. This service is available 24/7 and for a fee of \$275.

- If you have chosen an At Birth Prepaid Storage Plan or a One Payment Annual Storage plan and would prefer to pay the total amount now, please check here.**

CORD BLOOD + TISSUE payment plans

Please tick your selected payment plan

\$250 deposit at enrolment, plus:

PREPAID STORAGE PLANS			
18 YEARS		25 YEARS	
24 monthly payments of	12 monthly payments of	24 monthly payments of	12 monthly payments of
\$227	\$440	\$252	\$490
<u>NO</u> STORAGE FEE PER ANNUM		<u>NO</u> STORAGE FEE PER ANNUM	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minimum cost \$5,695 over 24 months	Minimum cost \$5,520 over 12 months	Minimum cost \$6,295 over 24 months	Minimum cost \$6,120 over 12 months
OR		OR	
<input type="checkbox"/> AT BIRTH PLAN \$5,295 (includes deposit)		<input type="checkbox"/> AT BIRTH PLAN \$5,895 (includes deposit)	

\$250 deposit, plus:

ANNUAL STORAGE PLANS
12 monthly payments of
\$211
<u>PLUS</u> STORAGE FEE PER ANNUM OF \$350
<input type="checkbox"/>
Minimum cost \$2,775 over 12 months
OR
<input type="checkbox"/> ONE PAYMENT \$2,550 (includes deposit) + \$350 storage per annum

PREPAID STORAGE PLANS: The balance, after deposit, of at birth plans is payable 2 weeks following birth. Monthly payment plans commence 2 weeks following birth.
 ANNUAL STORAGE PLANS: The balance of the initial payment is due 2 weeks following birth. Monthly payment plans commence 2 weeks following birth. Annual Storage fees begin 3 months after birth, and are payable for as long as you want, without commitment and are adjusted annually in line with CPI. Prices are exclusive of any discounts or additional collector fees. Visit our website or speak to our Client Services Team on 1800 071 075 for further information.

To refine your final pricing, please check the following boxes where appropriate:

- Are you an existing Cell Care client?** If you have banked with us before, a price reduction of \$400 applies.

If you have changed your name since you last stored with us, please provide previous name here:

- Are you expecting twins?** If so, a discount of \$400 applies for each baby.

If you are expecting triplets or more, please call Cell Care on 1800 071 075 so that special arrangements can be made.

- Have you been referred by another Cell Care client?**

If you have been referred by a friend who is a Cell Care client, a discount of \$200 applies. If you are having twins, this discount will be applied to each baby. However, please note that this discount is not available together with other Cell Care offers, or the existing Cell Care client discount.

Name of Cell Care client who referred you: _____

- Do you have a Cell Care voucher?**

The amount of the voucher will be deducted from your fees.
 Please provide voucher number: _____

Please note, if you have chosen a 12 or 24 Month Plan, the discount will be deducted equally from all payments.

CORD BLOOD + TISSUE payment plans (continued)

- Do you require a Cell Care collector to attend the birth and carry out the collection?**

For patients in a private hospital, obstetricians will often perform collections. However, if you are having your baby in a public hospital or you do not plan for your doctor to carry out the collection, we are able to arrange a Cell Care trained collector to attend the birth to complete the collection process. This service is available 24/7 and for a fee of \$350.

- If you have chosen an At Birth Prepaid Storage Plan or a One Payment Annual Storage plan and would prefer to pay the total amount now, please check here.**

E. PAYMENT METHOD & AUTHORISATION

Payment by cheque, Direct Deposit or BPAY is not available if you have chosen to pay the balance of the processing fee in 12 or 24 monthly payments. Instead you will need to complete an Ezidebit form or the credit card Payment Authorisation below.

<input type="checkbox"/> Cheque	Payable to: Cell Care Australia Pty Ltd PO Box 833, Moorabbin, VIC 3189
<input type="checkbox"/> Direct Deposit	BSB: 083-170 Account: 572 058 566 Please specify Mother’s last name or client ID in transfer description
<input type="checkbox"/>	Please call Cell Care on 1800 071 075 for a BPAY Biller Code reference number
<input type="checkbox"/> Direct Debit	Please download an Ezidebit form from https://www.cellcare.com.au/files/page32/ddr_form.pdf and return the completed and signed form to Cell Care by fax on 03 9551 2933 or scanned email at finance@cellcare.com.au
<input type="checkbox"/> Credit Card	<p>I, the undersigned, accept full financial responsibility for all charges incurred by me for services rendered by Cell Care Australia Pty Ltd (ABN 35 110 312 537) (Cell Care) under the Cord Blood, Cord Blood + Tissue Banking Agreement (Agreement). I authorise Cell Care to charge any credit card on file for all services rendered under the Agreement in accordance with the terms of that Agreement including all payments due under a monthly payment plan and any future Annual Storage Fees, until I provide written notice to Cell Care cancelling that authorisation, such notice to be received by Cell Care at least five business days prior to the due date for payment.</p> <hr/> <p>Cardholder Name:</p> <hr/> <p>Card Type: Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> (3% surcharge)</p> <hr/> <p>Card Number: __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __</p> <hr/> <p>Expiry Date: __ __ / __ __ CCV: __ __ __</p> <hr/> <p>Billing Address:</p> <hr/> <p>Cardholder’s Telephone Number:</p> <hr/> <p>Signature of Cardholder:</p>

F. AGREEMENT TERMS

Commencement	This Agreement will commence on the date of receipt of the deposit and all properly completed and signed terms, consents and forms.
Cell Care Services	<p>Cell Care will:</p> <ol style="list-style-type: none"> 1. prepare your Cord Blood or Cord Blood + Tissue collection kit with temperature stabilising and recording components; 2. deliver your Cord Blood or Cord Blood + Tissue collection kit to your home address; 3. inform your nominated hospital of your decision to collect Cord Blood or Cord Blood + Tissue; 4. if requested, arrange for a Cell Care Collector to collect your baby's Cord Blood or Cord Blood + Tissue and a maternal blood sample; 5. transport the Cord Blood or Cord Blood + Tissue and maternal blood sample from the hospital to Cell Care using dedicated medical transport; 6. process the Cord Blood or Cord Blood + Tissue; 7. test the Cord Blood and maternal blood sample; 8. cryogenically store (which means freeze in liquid nitrogen at very low temperatures) the Cord Blood or Cord Blood + Tissue at Cell Care; 9. continuously monitor the Cord Blood or Cord Blood + Tissue when stored; 10. subject to the release for use provisions of this Agreement and any laws, government regulations or medical standards applicable at the time, release the Cord Blood for regulator approved use(s) and deliver it using dedicated medical transportation (at Cell Care's cost) to any hospital in the world; and 11. should, in the future, Cord Tissue that is collected and stored by Cell Care under its current processes be able to be used as an intermediate material for regulator approved use(s) and be able to be released by Cell Care, release the Cord Tissue for that use and deliver it using dedicated medical transportation (at Cell Care's cost) to a production facility anywhere in the world subject to the release for use provisions of this Agreement and any laws, government regulations or medical standards applicable at that time.
Payment for Services	<p>You agree to pay all fees and charges in accordance with your chosen payment plan and payment method specified in Sections D and E above. All amounts payable under this Agreement include GST. If you choose to pay an Annual Storage Fee, the storage period will automatically renew for an additional 12 months on each anniversary of the first payment of the Annual Storage Fee until you give notice in writing to Cell Care of your intention not to renew the storage period.</p> <p>All Annual Storage Fees will be increased annually on the anniversary of the first payment by the Consumer Price Index.</p>
Refund Policy	<p>Cell Care offers a refund policy as follows. If, for reasons beyond Cell Care's control:</p> <ol style="list-style-type: none"> 1. the Cord Blood or Cord Blood + Tissue cannot be collected we will refund all monies paid; or 2. the Cord Blood cannot be stored and the Cord Tissue can be stored you will be charged a processing fee of \$1,775 including the deposit and an Annual Storage Fee of \$155 payable in accordance with your chosen payment plan and payment method specified in Sections D and E above. <p>If you elect to cancel this contract prior to the birth of your baby and:</p> <ol style="list-style-type: none"> 1. your collection kit has not been dispatched, your deposit will be refunded in full; or 2. your collection kit has been dispatched, your deposit will be retained in full.

<p>Circumstances in which this Agreement will end</p>	<p>This Agreement will end if:</p> <ol style="list-style-type: none"> 1. the Cord Blood or Cord Blood + Tissue cannot be collected, processed or stored; 2. the Cord Blood or Cord Blood + Tissue is released for use; 3. any prepaid 18 or 25 year storage period finishes and the Agreement is not renewed; 4. you decide to end this Agreement, and give Cell Care notice in writing; 5. you fail to make any payment which has been owing for more than three months or alternative payment arrangements have not been organised, at which time Cell Care will give you reasonable notice of termination; 6. the Cord Blood or Cord Blood + Tissue samples are lost or destroyed for reasons beyond Cell Care's control; 7. Cell Care is required by law or a governmental or regulatory agency to terminate this Agreement; 8. there is any change in law, governmental regulations or medical practices that makes this Agreement unsustainable; or 9. Cell Care, at its sole discretion, gives you 60 days' notice of termination where circumstances beyond its reasonable control exist to prevent it from performing its obligations under this Agreement for a period in excess of three months. In this instance, Cell Care will use all reasonable endeavours to assist you in arranging alternative storage. <p>Cell Care will make a pro-rata refund of Storage Fees for any unused storage period where any of points 1, 2, 6, 7 or 9 applies.</p>
<p>Disposal, transfer or donation at the end of this Agreement</p>	<p>If this Agreement ends:</p> <ol style="list-style-type: none"> 1. Cell Care will make all reasonable attempts to notify you of your options at the time for disposal, transfer or donation of the Cord Blood or Cord Blood + Tissue, having regard to legal and medical regulations which apply at that time; 2. and you choose to transfer, dispose of or donate the Cord Blood or Cord Blood and + Tissue in a particular manner, you will be responsible for any costs involved; 3. and Cell Care is unable to contact you, Cell Care may dispose of the Cord Blood or Cord Blood + Tissue at its absolute discretion after 60 days from the date the Agreement ends; 4. and the Cord Blood or Cord Blood + Tissue is to be disposed of, Cell Care reserves the right to utilise the Cord Blood or Cord Blood + Tissue and any associated samples for quality control, quality assurance or process validation testing, prior to disposal.
<p>Contractors</p>	<p>Cell Care may use contractors to provide some of the services under this Agreement, including transportation and the choice of contractors is at Cell Care's discretion. Cell Care requires all contractors to comply with Cell Care's standard operating procedures, any regulatory licence(s) and all other medical and government guidelines which apply at the time.</p>
<p>Changes in law, regulations or medical standards</p>	<p>Cell Care may modify this Agreement if there is any change in law, governmental regulations or medical standards that directly affect this Agreement or the collection, processing or storage of Cord Blood or Cord Blood + Tissue. Cell Care will always let you know of any changes in writing.</p>
<p>Acknowledgements</p>	<p>You understand and acknowledge that:</p> <ol style="list-style-type: none"> 1. Cord Blood or Cord Blood + Tissue collection may be unsuccessful for a number of reasons including, but not limited to: <ol style="list-style-type: none"> i) an insufficient quantity of Cord Blood for storage; ii) Cord Blood or Cord Blood + Tissue that is unsuitable for storage (for example, if the maternal blood samples test positive for certain infectious diseases, such as HIV); iii) complications occurring at birth which do not safely allow for Cord Blood or Cord Blood + Tissue collection. In such circumstances you understand that the obstetrician, midwife or collector engaged to perform the delivery will in their complete discretion determine whether the Cord Blood or Cord Blood + Tissue will be collected; iv) While Cell Care makes every effort to ensure all enrolled clients will have their cord blood or Cord Blood + Tissue collected, birthing is unpredictable from a time and process perspective. In circumstances where the date of client enrolment precedes labour by minimal time, or we receive short notice that labour has commenced, it may not be possible to coordinate the collection support necessary to ensure a successful collection. This may include, but is not limited to, sufficient time for a collection kit to be delivered on time or ensuring availability of a Cell Care collector. 2. if you have chosen to collect Cord Blood +Tissue, and the collection of only one of cord blood or cord tissue is successful, Cell Care will proceed to process and store that one product;

<p>Acknowledgements (cont.)</p>	<ol style="list-style-type: none"> 3. the decision to use cells derived from the cord blood or cord blood and tissue in treating your child or compatible relative will, subject to items 5 and 6 below, be your decision (or your child’s decision when he/she reaches 18 years) having regard to any advice from your medical practitioner(s); 4. release and transfer of cord blood for any purpose not approved by the TGA or to a facility not appropriately licenced by the TGA, may mean that the cord blood does not comply with TGA requirements for therapeutic release; 5. there is currently no medical or therapeutic use for cord tissue or cells derived from cord tissue; 6. even where a therapy using cord tissue or cells derived from cord tissue may become available in the future, there is no guarantee that cord tissue collected and stored by Cell Care pursuant to this Agreement under Cell Care’s current processes will be able to be released by Cell Care and/or used for the purposes of such therapy; 7. any fees or charges paid will only be refunded according to the Refund Policy contained in this Agreement; and 8. you must inform Cell Care in writing of any changes in your contact details including changes of name, address, telephone number, email address, banking details (if applicable) and emergency contacts.
<p>No assurances</p>	<p>Cell Care does not warrant:</p> <ol style="list-style-type: none"> 1. as cord blood and cord tissue storage is still a relatively new service, successful long term preservation of cord blood or cord tissue through cryopreservation; 2. successful subsequent use of cord blood or cord tissue after cryopreservation; 3. the availability of any future medical or therapeutic use(s) of the cells, including stem cells, derived from cord blood or cord tissue; 4. that, should a therapy using cord tissue or cells derived from cord tissue become available in the future, cord tissue collected and stored by Cell Care pursuant to this Agreement under Cell Care’s current processes will be able to be released by Cell Care and/or used for the purposes of such therapy; 5. that sufficient numbers of cells will be collected to enable any particular medical or therapeutic use(s) of the cells derived from cord blood or cord tissue (Cell Care anticipates that stem cell expansion technologies will become available in the near future that will enable even small collections to be expanded to increase the number of cells available for use, but this technology is not yet fully developed nor in clinical use); 6. that cord blood or cord tissue will be the best source of stem cells for treatment of any particular disease; or 7. that cord blood or cord tissue will be appropriate for treatment of any particular disease that your child or a compatible family member may develop in the future.
<p>Release for use provisions - retrieval and release of cord blood for autologous or directed allogeneic use</p>	<p>If the cord blood is needed for the child from whom it was collected (‘autologous’) or any compatible family member (‘directed allogeneic’), you will need to write to us providing the name, address and contact telephone number of the medical practitioner who is requesting the cord blood for treatment.</p> <p>Prior to release, we are required by law to:</p> <ul style="list-style-type: none"> • obtain written confirmation from your medical practitioner that the cord blood is required for treatment; • conduct certain tests on the sample, for example, bacterial testing. We will provide your nominated medical practitioner with all relevant details concerning the sample; • prior to release, provide the medical practitioner with additional information that he/she may request regarding your pregnancy and delivery details. <p><i>Please note Cell Care is not permitted to release cord blood to you if, in our reasonable opinion, a registered medical practitioner has not requested the release, it becomes apparent that you intend to use the cord blood for a purpose that is illegal or we are restricted by law from releasing the cord blood.</i></p>

If there is a dispute between you and Cell Care	In the unlikely event of a dispute arising between you and Cell Care, both parties agree to refer the dispute, if not satisfactorily resolved between them, to a mediator appointed by the Chairman of the Law Institute of Victoria.
Limitation of liability	<p>Cell Care will be liable to you for any loss you directly incur as a result of any failure by Cell Care to carry out its obligations under this Agreement, up to the amount of fees you have paid to Cell Care.</p> <p>Except as set out in this clause, Cell Care will not be liable for any claim, liability, loss or cost, whether direct or indirect, associated with this Agreement or any use of (or inability to use) the Cord Blood or Cord Blood + Tissue in the future, and you agree to release Cell Care from any such claims.</p>
Privacy	Cell Care knows that information you provide about you and your family may be highly sensitive and of a personal nature, and Cell Care assures you that it will treat all information confidentially, in accordance with what the law requires. Cell Care will not disclose your personal information to anyone except to the extent it is needed to facilitate the collection, processing, storage or release of the Cord Blood or Cord Blood + Tissue or if Cell Care is required by law to do so.
Governing law	The laws of the State of Victoria apply and the parties agree to submit to the jurisdiction of the courts of that State.

G. CELL CARE PRODUCT COMMITMENT

Overview	<p>While successful long term preservation of cord blood or cord tissue through cryopreservation cannot be assured, Cell Care believes in the quality and capability of its service. To evidence its commitment, subject to the Terms, Exclusions and Specifications set out below, if your baby's umbilical cord blood or tissue is released for an approved therapeutic use¹ and does not meet Cell Care's Product Commitment viability thresholds as set out below, Cell Care will:</p> <ul style="list-style-type: none"> • refund all Cell Care fees you have incurred to date; and • pay you a one off, ex-gratia payment to a maximum of \$40,000 (for the avoidance of doubt, in the event both cord blood and cord tissue are stored and both do not meet viability thresholds defined in Cell Care's Product Commitment Terms set out below, Cell Care will pay a maximum ex-gratia payment of \$40,000. Only one claim may be made.) <p>For the purposes of the Cell Care Product Commitment, the umbilical cord blood viability threshold is where the viable total nucleated cells at the time of thawing are greater than or equal to 80% of the viable cells at the time of freezing (cryopreservation). <u>Note, if the viable cells are less than 80% this does not automatically exclude the cells from being able to be used for a therapeutic purpose.</u></p> <p>For the purposes of the Cell Care Product Commitment, the definition of umbilical cord tissue viability is where there is growth of the cord tissue cells after thawing and the identity of the cells are confirmed as mesenchymal stem cells.</p>
Terms	<ul style="list-style-type: none"> • The umbilical cord blood or tissue must be released for an approved therapeutic use¹ and in accordance with Cell Care's release guidelines • The viability of the umbilical cord blood and tissue is to be determined by Cell Care in its absolute discretion with reference to Cell Care's standard operating procedures • The terms of the Product Commitment Specifications (set out below) must be satisfied.

¹ Approved therapeutic use is defined as use within Australia as a therapeutic good:

- as entered on the Australian Register of Therapeutic Goods or
- for haemopoietic reconstitution with exemptions applied under Schedule 5 Item 10 of the Australian Therapeutic Goods Regulations (1990)

At this time, there are no approved therapeutic uses for umbilical cord tissue.

Exclusions	<p>Cell Care’s Product Commitment does not apply where it is stated not to apply pursuant to the "Terms" described above or where:</p> <ul style="list-style-type: none"> • Umbilical cord blood and tissue is collected, processed and stored under any method outside of Cell Care’s standard operating procedure (including by another provider) or does not meet Cell Care’s Product Commitment Specifications, even if such umbilical cord blood and tissue has been stored by Cell Care with your approval • Payment of Cell Care’s fees were waived or are in arrears • Umbilical cord blood is stored below the minimum viable total nucleated cells defined by Cell Care’s Product Commitment Specifications, even if such umbilical cord blood has been stored by Cell Care with your approval
Product Commitment Specifications	<p>CORD BLOOD For the Cell Care Product Commitment to apply to cord blood, the following parameters must be met.</p> <ol style="list-style-type: none"> 1 Serology Results <ol style="list-style-type: none"> 1.1 Communicable disease screening performed in a TGA licensed laboratory on maternal blood must have returned non-reactive results for the following serology markers. <ul style="list-style-type: none"> • Human immunodeficiency virus, type 1 (HIV 1) • Human immunodeficiency virus, type 2 (HIV 2) • Hepatitis B virus (HBV) • Hepatitis C virus (HCV) • Human T cell lymphotropic virus, type 1 (HTLV 1) • Human T cell lymphotropic virus, type 11 (HTLV 2) 1.2 Treponema pallidum (syphilis) may return positive but must be reported negative by TPPA confirmatory testing 2 ‘Pre storage’ total viable nucleated cell count The viable total nucleated cell number calculated in the cord blood prior to cryopreservation must be > 0.9 x 10⁸. This information must have been calculated from the in-house flow cytometry and haematology analysis as per Cell Care’s standard operating procedures. 3 Time constraints The time between collection of the cord blood to cryopreservation of the cord blood must not have exceeded 48 hours. 4 ‘Post thaw’ total viable nucleated cell number (TNC) calculation The information to determine viable total nucleated cell counts must be calculated from in-house flow cytometry and haematology analysis as per Cell Care’s standard operating procedures. <p>CORD TISSUE For the Cell Care Product Commitment to apply to the cord tissue, the following parameters must be met.</p> <ol style="list-style-type: none"> 1 Serology Results <ol style="list-style-type: none"> 1.1 Communicable disease screening must be performed in a TGA licensed laboratory on maternal blood and return negative results for the following serology markers. <ul style="list-style-type: none"> • Human immunodeficiency virus, type 1 (HIV 1) • Human immunodeficiency virus, type 2 (HIV 2) • Hepatitis B virus (HBV) • Hepatitis C virus (HCV) • Human T cell lymphotropic virus, type 1 (HTLV 1) • Human T cell lymphotropic virus, type 11 (HTLV 2) 1.2 Treponema pallidum (syphilis) may return positive but must be negative by TPPA confirmatory testing 2 Time constraints The time between collection of the cord tissue to cryopreservation of the cord tissue must not have exceeded 72 hours. 3 ‘Post thaw’ growth The growth of cells and their identity as mesenchymal stem cells will be ascertained through in-house flow cytometry as per Cell Care’s standard operating procedures.

H. SIGNATURE

I have read and understood all of the above. I acknowledge that Cell Care Australia Pty Ltd may terminate this Agreement if it is later discovered that any information provided is incorrect.

Signature

Name

Date

Mother's name: _____ DOB _____

Office Use Only



Cell Care
AUSTRALIA

Cell Care Australia Pty Ltd | ABN 35 110 312 537
PO Box 833 | Moorabbin VIC 3189 | AUSTRALIA

Client Agreement

Please read and fill out each section of this Client Agreement, ensure it is signed, and return it to us:

- by email to **info@cellcare.com.au**
- by fax to **(03) 9551 2933**
- by post to **PO Box 833, Moorabbin, VIC 3189**

If you have any queries regarding the content of this Client Agreement, or our services, please contact us on free call **1800 071 075**.

PERSONAL DETAILS

This Client Agreement comprises the following sections:

- Personal details
- Medical questionnaire
- Parent consent, acknowledgment and agreement which must be signed by the mother of the baby whose cord blood (+/- tissue) is to be collected

Please note that as we are storing a blood product, we are required to ask a number of personal health questions of both the mother and father. These questions are important in ensuring we have the information needed to best maintain the safety and future efficacy of your baby's stem cells.

All of your details will be kept private and your information stored securely.

MOTHER'S DETAILS

Last Name		First Name	
Maiden Name		Date of Birth	(dd/mm/yy)
First and last name under which you are booked into hospital			
Ethnicity (compulsory) e.g. Caucasian, Chinese, Indian etc. :			

SECOND PARENTS DETAILS (if applicable. If donor egg/sperm used, ethnicity must be supplied)

Last Name		First Name	
Mobile		Work Phone	
Email Address			
Gender:	Male <input type="checkbox"/>	Female <input type="checkbox"/>	
Biological father?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Ethnicity (compulsory) e.g. Caucasian, Chinese, Indian etc. :			

EMERGENCY CONTACTS

Emergency Contact	
Phone	
Email Address	

DELIVERY DETAILS

40 week gestational due date		If Elective Caesarean, Date & Time?		If Elective Induction, Date & Time?	
Is this your 1 st child?		If not, which child is it?			
Single /Multiple Birth		If Multiple Birth, how many?			
Hospital Name					
Hospital Address					

DOCTOR DETAILS

Public Patient? <input type="checkbox"/>	Name of GP
Private Patient? <input type="checkbox"/>	Name of Obstetrician
Doctor's Address	
Doctor's Phone	

MEDICAL QUESTIONNAIRE

We are required by law to ask you the following questions. It is important (and in your baby's interests) that you answer each question honestly. A positive answer to any of these questions does not necessarily preclude you from having your baby's cord blood and/or tissue stored. Please provide details of any "Yes" answers (other than question 1) on the notes page at the end of this medical questionnaire. We may need to contact you for clarification or further medical information.

We assure you that all information provided is private and confidential and will be treated in accordance with the National Privacy Principles under the Privacy Act 1988.

MATERNAL HEALTH		Yes	No
1	Have you been in good general health over the last 12 months with no illnesses involving swollen glands or rashes?	<input type="checkbox"/>	<input type="checkbox"/>
2	Have you had any problems with this pregnancy (including problems in the unborn child)?	<input type="checkbox"/>	<input type="checkbox"/>
3	Have you ever had malaria, Ross River Fever, Q Fever, Leptospirosis, Chagas' disease or any other parasitic infection, or been exposed to a condition that you have been told may affect your ability to donate blood? If yes, state month/year.	<input type="checkbox"/>	<input type="checkbox"/>
4	Have you ever had diabetes, a thyroid disorder or an autoimmune disease (eg. Rheumatoid Arthritis or Lupus)	<input type="checkbox"/>	<input type="checkbox"/>
5	Prior to 1986 did you receive injections of human growth hormone or human pituitary hormone for infertility?	<input type="checkbox"/>	<input type="checkbox"/>
6	Did you live in or visit England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man for a cumulative period of 6 months or more between 1 January 1980 and 31 December 1996?	<input type="checkbox"/>	<input type="checkbox"/>
7	Have you travelled overseas in the past 12 months? (please note which countries you have visited)	<input type="checkbox"/>	<input type="checkbox"/>
8	Did you have any neurosurgical procedure involving your head, brain or spinal cord between 1972 and 1989?	<input type="checkbox"/>	<input type="checkbox"/>

MATERNAL AND PATERNAL HEALTH

To the best of your knowledge, has the mother or father in the last 12 months:		Yes	No
9	Had a tattoo (including cosmetic), acupuncture, electrolysis or skin piercing in last 6 months If yes, was it performed by a professional?	<input type="checkbox"/>	<input type="checkbox"/>
10	Had (yellow) jaundice or hepatitis or been in contact with someone who has?	<input type="checkbox"/>	<input type="checkbox"/>
11	Had a needle stick injury or been splashed with blood or body fluid in the eyes, mouth, nose or to broken skin?	<input type="checkbox"/>	<input type="checkbox"/>
12	Had a sexual partner who has ever had a test which was positive for Hepatitis B or HTLV?	<input type="checkbox"/>	<input type="checkbox"/>
13	Had sexual activity with a male who you think might be bisexual or have participated in bisexual activity?	<input type="checkbox"/>	<input type="checkbox"/>
14	Been a sex worker (or received money, gifts or drugs for sex)?	<input type="checkbox"/>	<input type="checkbox"/>
15	Engaged in sexual activity with a sex worker?	<input type="checkbox"/>	<input type="checkbox"/>
16	Has the father had male to male sex?	<input type="checkbox"/>	<input type="checkbox"/>
17	Been imprisoned in a prison or lock-up for a consecutive time of 72 hours or more?	<input type="checkbox"/>	<input type="checkbox"/>

To the best of your knowledge, has the mother or father EVER

18	Thought that you could be infected with HIV or AIDS?	<input type="checkbox"/>	<input type="checkbox"/>
19	Used intravenous drugs that were not prescribed by a doctor or dentist?	<input type="checkbox"/>	<input type="checkbox"/>
20	Had a blood or bleeding disorder &/ or been treated with clotting factors such as Clotting Factor VIII or IX?	<input type="checkbox"/>	<input type="checkbox"/>
21	Had a test that showed you were infected with Hepatitis B, Hepatitis C, HTLV or HIV?	<input type="checkbox"/>	<input type="checkbox"/>
22	Had a blood transfusion?	<input type="checkbox"/>	<input type="checkbox"/>
23	Ever received a transplant with cells or tissue of non-human origin? Or been given human pituitary hormone?	<input type="checkbox"/>	<input type="checkbox"/>

FAMILY MEDICAL HISTORY

To the best of your knowledge, has anyone in the maternal family or paternal family (including any current children, parents, grandparents, siblings and parents' siblings) ever. Please also note relationship to unborn child:

		Yes	No
24	Had any cancer?	<input type="checkbox"/>	<input type="checkbox"/>
25	Had diabetes? If Yes, please indicate Type 1 ("juvenile") or Type 2 ("adult") and relationship to mother. Please include any current children.	<input type="checkbox"/>	<input type="checkbox"/>
26	Had a red cell disease (eg Sickle cell disease, Thalassaemia, Fanconi's Anaemia, G6PD or other red cell enzyme deficiency, Spherocytosis, Elliptocytosis, Porphyria or Blackfan-Diamond Syndrome)?	<input type="checkbox"/>	<input type="checkbox"/>
27	Had any platelet diseases (eg Glanzmann's disease, Hereditary Thrombocytopaenia, Hereditary Telangiectasia, Alport's disease, Platelet storage pool disease)?	<input type="checkbox"/>	<input type="checkbox"/>
28	Had any immune diseases (eg Chronic Granulomatous Disease, Severe Combined immunodeficiency)?	<input type="checkbox"/>	<input type="checkbox"/>
29	Had any Metabolic/Storage diseases (eg Tay-Sachs, Ataxia-Telangiectasia, Gaucher's Niemann-Pick's, Hurler's, Hunter's Lesch-Nyhan Syndrome or San Filippo's disease)?	<input type="checkbox"/>	<input type="checkbox"/>
30	Had any other hereditary disease?	<input type="checkbox"/>	<input type="checkbox"/>
31	Was this pregnancy a result of IVF? If yes, please note which IVF clinic you attended.	<input type="checkbox"/>	<input type="checkbox"/>
32	Was this pregnancy by artificial insemination? If yes, please note which IVF clinic you attended.	<input type="checkbox"/>	<input type="checkbox"/>
33	Is there a surrogate mother involved?	<input type="checkbox"/>	<input type="checkbox"/>
34	Was this pregnancy a result of donor eggs?	<input type="checkbox"/>	<input type="checkbox"/>
35	Was this pregnancy a result of donor sperm?	<input type="checkbox"/>	<input type="checkbox"/>
36	Are there any diagnosed cases of Cerebral Palsy? Please indicate relationship to unborn child:	<input type="checkbox"/>	<input type="checkbox"/>

PARENT CONSENT, ACKNOWLEDGMENT AND AGREEMENT

It is a regulatory requirement that the consent be agreed to by the mother as it incorporates receiving the necessary consent to take a maternal blood sample as part of the storage process.

I/We acknowledge that I/we have read and understand the written information about Cord Blood or Cord Blood + Tissue collection, processing, storage and release provided to me/us by Cell Care and on Cell Care's website <http://www.cellcare.com.au/>. My/our decision to enter into this Agreement has been made after a full consideration of that information. I/We have had an opportunity to ask any further questions I/we may have about Cord Blood or Cord Blood + Tissue collection, processing, storage and release and those questions have been answered to my/our satisfaction by Cell Care representatives. I/We certify that I/we have properly completed and signed all forms and answered all questions truthfully and to the best of my/our knowledge.

I/We:

1. consent to the collection and storage of my/our baby's Cord Blood or Cord Blood + Tissue in accordance with this Agreement;
2. understand that I have the right to refuse collection at any time;
3. understand that there is currently no medical or therapeutic use for cord tissue or cells derived from cord tissue and, even where a therapy using Cord Tissue or cells derived from Cord Tissue may become available in the future, there is no guarantee that Cord Tissue collected and stored by Cell Care pursuant to this Agreement under Cell Care's current processes will be able to be released by Cell Care and/or used for the purposes of such therapy;
4. consent to the collection and storage of reference samples of cord blood and maternal blood for blood screening purposes and future testing;
5. understand that my medical records and that of my/our baby will be reviewed and that Cell Care may at any time before or after collection contact me regarding the collection;
6. understand I must inform Cell Care of any material changes in my child's health that may impact on the use of the samples, and must inform Cell Care within 14 days of birth of any changes that would impact on my responses to the Medical Questionnaire;
7. acknowledge that the Cord Blood or Cord Blood + Tissue collection kit will only be delivered to me upon receipt by Cell Care of the deposit and all properly completed and signed terms, consents and forms.
8. I confirm that Cell Care requires telephone contact with me (the mother) within 14 days of the baby's birth so licencing requirements can be met.
9. I confirm that:

In the case where I/we require a Cell Care Collector to collect my/our baby's Cord Blood or Cord Blood + Tissue. I/we acknowledge that I/we need to call Cell Care immediately when I am in labour either at the time my waters break or I first experience contractions.

In the case where my obstetrician/midwife is performing the collection. I acknowledge that it is my responsibility to call Cell Care on 1800 071 075 within 2 hours of my baby's Cord Blood or Cord Blood + Tissue being collected to arrange its transport from the hospital to Cell Care.

SIGNATURE BY MOTHER

I have read and understood all of the above and have answered them to the best of my knowledge. I acknowledge that Cell Care Australia Pty Ltd may terminate this Agreement if it is later discovered that any information provided is incorrect. I understand that my blood will be tested for infectious agents including HIV (AIDS) and I consent to the collection of my blood for this purpose.

_____	_____
Signature of Mother	Signature of Second Parent (Optional)
_____	_____
Name of Mother	Name of Second Parent (Optional)

Date	

OFFICE USE ONLY

All questions answered	Yes	<input type="radio"/>	No	<input type="radio"/>	Client Number	_____
Pre-test required	Yes	<input type="radio"/>	No	<input type="radio"/>	Customer Care Team Member	_____
Agreement signed	Yes	<input type="radio"/>	No	<input type="radio"/>	Date	_____
Registered	Yes	<input type="radio"/>	No	<input type="radio"/>		
Pre-test required and not available?						
Client advised script as per MED-OI-001	Yes	<input type="radio"/>				

Surrogacy arrangements?	Yes	<input type="radio"/>	No	<input type="radio"/>
If "Yes", an additional consent will be required.				