

## **CORD BLOOD and/ or CORD TISSUE SERVICES AGREEMENT**

**NOTE:** Health Canada Regulations exclude any person with known blood transmissible diseases (including HIV, HTLV, Hepatitis B and Hepatitis C) from banking umbilical cord blood and or umbilical cord tissue. If you think you have such a disease or have been at risk of exposure to such a disease, or if you are in doubt of your eligibility to participate, please call (1-866-606-2790 ) and speak to one of our clinical consultants.

This Cord Blood Services Agreement ("Agreement") is between Inception Biosciences Inc.

("Inception") and \_\_\_\_\_ ("Client").

Please print Mother's full name

This Agreement sets out the terms upon which Inception will provide collection materials, processing, testing and storage of the umbilical cord blood stem cells ("Cord Blood") and or the umbilical cord tissue ("Cord Tissue") of the child (the "Child"); the provision of which is to be collectively referred to herein as (the "Services").

### **Collection and Shipment**

Upon receipt of the completed Client Enrolment Form, Inception will provide the Client with a collection kit for the Cord Blood and or the Cord Tissue and the mother's blood sample ("Maternal Serology"). Payment of the fees (as set out in Fee Schedule) will be processed once the collection kit is sent to the Client. The Client is responsible for bringing the collection kit to the birthing facility and giving it to the health care provider. The health care provider will collect the Cord Blood and or Cord Tissue at the time of delivery of the Child. The Maternal Serology will be collected at the time of delivery or within seven (7) days after delivery. The Client understands that it may not be technically feasible to collect the Cord Blood (or the minimum amount of Cord Blood required to perform the Services) or the Cord Tissue at the time of delivery due to obstetrical or medical circumstances. Once the collection is complete, Client will notify Inception within two (2) hours of the birth that the Cord Blood and or Cord Tissue is ready to be shipped from the birthing facility to Inception's processing facility as directed in the "Packaging and Shipping Instructions" provided in the collection kit booklet. It may not be possible to process and store the Cord Blood and or Cord Tissue if Inception is not promptly notified.

### **Testing, Processing and Storage**

Inception will notify the Client by phone that it has received the Cord Blood and or Cord Tissue. According to the Informed Consent, Inception will verify that the Cord Blood and or Cord Tissue meets minimum volume requirements and will process and conduct an initial cell count screening and all testing on the Cord Blood and or Cord Tissue or the Maternal Serology samples as it may deem necessary and as may be required by law. If Inception is satisfied with the volume and the test results, the Cord Blood and or Cord Tissue will be cryopreserved (placed in a long-term frozen state) and stored for future use. Inception will notify the Client if initial cell count screening or any test results are such that the Cord Blood and or Cord Tissue is not suitable for processing and storage and, in such an event, will refund the Client the applicable fees as set out in Fee Schedule. The Client acknowledges and understands that Inception may be required by law to conduct periodic re-testing of the Cord Blood and/or Cord Tissue and/or the Maternal Serology for infectious diseases which may affect the eligibility of the Cord Blood and or Cord Tissue for continued storage.

## **Client Responsibilities**

The Client is responsible for reviewing and accurately and fully completing, the Enrolment Form, the Informed Consent (if the Client is the mother of the Child), the Confidential Medical History and Risk Assessment Questionnaire and this Agreement prior to delivery. The Client is responsible for following the instructions in the collection kit and for notifying Inception, as soon as reasonably possible after collection, (preferably within 2 hours), that the Cord Blood and or Cord Tissue, and the Maternal Serology are ready to be picked up. If not collected at the time of delivery, the Client will ensure that the Maternal Serology is delivered to Inception within seven (7) days. The Client is responsible for the payment of fees as set out in Fee Schedule to this Agreement and for any payment due to the health care provider for collection of the Cord Blood and or Cord Tissue and or the Maternal Serology.

## **Client Acknowledgements**

The Client acknowledges that:

(a) Certain blood testing is required to be performed on the Child's mother, prior to participation in the Services in order: (i) that Inception may assess the eligibility of Cord Blood and or Cord Tissue for processing and storage; and (ii) to comply with the applicable laws and directives, Health Canada regulations and other applicable accreditation standards relating to the Services. The Client understands that the results of such testing may be made available to the mother's health care provider by Inception's Medical Director and that the health care provider or Inception's Medical Director may determine that the Cord Blood and or Cord Tissue is/are ineligible for the Services. Such decision will be binding on the Client.

(b) The Client is responsible for providing Inception with their required contact information (including but not limited to mailing address, telephone number and email address) at the time of enrolment and agrees to promptly notify Inception in the event of any change in such contact information at any time during the term of this Agreement.

(c) There are potential benefits to the Services, including the potential for treatment of diseases, such as certain cancers and blood disorders. Treatments based on stem cells are not a suitable treatment for all diseases, however, and stem cell treatments for any particular disease may not be effective. Stem cells are available from alternative sources, such as bone marrow and peripheral blood or through donor registries. Any decision to use (or not to use) Cord Blood and or Cord Tissue is strictly between Client and their treating physician. There is no guarantee that the Child or other family members will need to use the Cord Blood.

(d) There can be no guarantee that the Cord Blood and or Cord Tissue will be collected. The decision to collect the Cord Blood and or Cord Tissue will be made by the health care provider at the time the Child is born, which decision will be binding on the Client. The primary consideration during childbirth will be the health of the Child's mother and that of the Child and circumstances may be such that it is in the mother's and/or the Child's best interests that the Cord Blood and or Cord Tissue not be collected.

(e) There can be no guarantee that the minimum volume requirement will be collected. It may not be technically feasible to collect the minimum volume requirement at the time of delivery.

(f) The Cord Blood and or Cord Tissue and the Maternal Serology will be subjected to testing following collection, the results of which testing may indicate that the Cord Blood and or Cord Tissue is ineligible for storage. Inception retains the right to reject the Cord Blood and or Cord Tissue if the test results indicate contamination or the presence of infectious agents.

(g) There can be no guarantee that the Cord Blood and Cord Tissue will survive the collection, transportation, processing, cryopreservation or thawing procedures.

(h) Cord Blood and or Cord Tissue may be found to contain inadequate numbers of nucleated and/or viable stem cells for use in treatment of diseases. There is no guarantee that successful treatment will result from any use of the Cord Blood and or Cord Tissue.

(i) Use of the Cord Blood and or Cord Tissue must be carried out under the supervision of a licensed health care provider. Supplemental testing of Cord Blood and or Cord Tissue after removal from storage and prior to use may be required, whether by a health care provider, applicable laws and directives, Health Canada regulations or other applicable accreditation standards relating to the Services. Successful collection, processing and storage of the Cord Blood and or Cord Tissue does not guarantee successful treatment(s).

(j) The Client may choose to withdraw consent to collect the Cord Blood and or Cord Tissue prior to delivery. In these circumstances, Inseption will refund the applicable fees as set out in Refund Policy.

## **Fees**

At the time of enrolment (i.e., once this Agreement and all its Schedules have been properly completed and submitted to Inseption, in any event, prior to collection of the Cord Blood and or Cord Tissue), the Client will have to select a product option (Cord Blood and or Cord Tissue), a payment storage option (Annual Storage, Prepaid Storage or Other) as set out in Fee Schedule to this Agreement. The Client authorizes Inseption to bill the Client's credit card or bank account in accordance with the product option and the payment storage option the Client has chosen. Payment will be initiated once the collection kit is issued to the Client. If selecting Annual plan, on July 1st of each year (each, an "Adjustment Date"), the annual storage fee shall be adjusted upwards, based upon fluctuations in the Consumer Price Index "CPI", as determined by Statistics Canada, Canada's National Statistics Agency ("StatCan"), as published by StatCan on its website [www.statcan.ca](http://www.statcan.ca).

The specific CPI upon which such adjustments will be made shall be the annual CPI for "All items" (the "Index"). The Index value for the most recent year published by StatCan prior to the Adjustment Date shall be applied to the current annual storage price as follows:

Example: assume the current annual storage price is \$125.00 and the variation in Index value is 1.6%. The new annual storage price is calculated as  $\$125.00 \times (1 + 0.016) = \$127.00$

In the event the above-described Index is no longer published by StatCan, a successor or substitute index or data published by the StatCan will be used, and in the event, such successor or substitute StatCan index or data is not available, a reliable governmental or reputable and independent publication evaluating the information theretofore used in determining the Index shall be used in determining fluctuations in the consumer price index and corresponding adjustments to the annual storage fee.

A transaction fee of 1% may be applied to the total amount payable before taxes.

Inseption offers a refund if your cord blood or tissue is not collected or stored.

If, for reasons beyond Inseption's control the cord blood and tissue cannot be stored Inseption will refund all monies paid.

If the cord blood cannot be stored and the cord tissue is stored - a cord tissue-only fees will be charged in accordance with your chosen payment plan and payment method specified in the fee schedule. If you elect to cancel your cord blood and or cord tissue contract prior to the birth of your baby, Inseption will refund all monies paid.

The Client agrees to promptly notify Inseption in the event of a change in billing information (whether it is credit card or bank account details) at any time during the term of this Agreement. Inseption will attempt to notify the Client if it is unable to successfully bill the Client's credit card or bank account in connection with payment of any fees payable under this Agreement prior to delivering the Client any notice of termination for non-payment of fees.

## **Release and Transfer**

If the Cord Blood and or Cord Tissue is required for transplant, clinical trials, or regenerative therapy purposes, the Client's treating physician will provide Inseption with a request for release of the Cord Blood and or Cord

Tissue. The Client will be required to authorize such request by providing Inception with written notice and appropriate forms will be provided to the Client to complete this process. The Cord Blood and Cord Tissue will be available for release during regular business hours on regular business days (excluding weekends and statutory holidays) upon seven (7) days notice to Inception. No fees are payable for the release of the Cord Blood or the Cord Tissue, for transplant, clinical trials or regenerative therapy purposes. If the Client requests a transfer of the Cord Blood and or Cord Tissue to another cord blood bank, the Client must comply with Inception's then current policies and procedures and will be responsible for paying all outstanding fees owed to Inception including Inception's then-current release fee and the applicable shipping charges. Inception will not release or transfer the Cord Blood and or Cord Tissue to any person or entity other than the Client's treating physician or an accredited cord blood bank facility. The Client and the receiving entity to which the Cord Blood and or Cord Tissue is released or transferred agree to hold Inception harmless for any losses or damages in connection with the transferred Cord Blood and or Cord Tissue.

## **Term and Termination**

This Agreement will commence on the Effective Date, as set out below. Upon reaching the age of eighteen (18) years, the Child acquires rights in the Cord Blood and or Cord Tissue and will execute an agreement with Inception for Services, similar to this Agreement. Inception will contact the Client prior to the Child reaching the age of eighteen (18) years, to arrange for the Child to obtain and execute a copy of the then current agreement. The Client acknowledges that Inception will rely on this Agreement and the Client will be bound by the terms of this Agreement until such time as: (i) Inception receives an executed copy of the then current agreement from the Child; or (ii) this Agreement is terminated in accordance with its terms as set out below.

The Client understands and agrees that it is signing this Agreement on behalf of the Child. The Client agrees to indemnify and save harmless Inception, its shareholders, directors, officers and employees in the event that a claim is made at any time, directly or indirectly, by or on behalf of the Child for any matter that the Client has agreed to pursuant to this Agreement.

The Client may terminate this Agreement at any time upon written notice to Inception, which notice must include a direction to: (i) destroy the Cord Blood and or Cord Tissue; (ii) donate the Cord Blood and or Cord Tissue for research or transplantation purposes; or (iii) transfer the Cord Blood and or Cord Tissue to a different facility. If the Client does not provide Inception with one of the foregoing directions within sixty (60) days of termination of this Agreement, the Client agrees that: (A) all right, title and interest (including any intellectual property rights) that the Client or the Child may have in the Cord Blood and or Cord Tissue will be assigned to Inception; and (B) Inception will own all such right, title and interest and the Client hereby authorizes Inception to, at its sole option, destroy the Cord Blood and or Cord Tissue or use it for research or transplantation purposes. The Client further understands that it will not be entitled to a refund of any amounts previously paid by the Client to Inception in the case of any such termination, unless the Cord Blood and or Cord Tissue is released for medical treatment and the payment selection was for the Prepay option.

Inception may terminate this Agreement for non-payment of fees, at any time upon ninety (90) days written notice. In such cases Inception will require the Client's direction with regards to the following options: (i) destroy the Cord Blood and or Cord Tissue; (ii) donate the Cord Blood and or Cord Tissue for research or transplantation purposes. If the Client does not provide Inception with one of the foregoing directions within sixty (60) days of termination of this Agreement, the Client agrees that all right, title and interest (including any intellectual property rights) that the Client or the Child may have in the Cord Blood and or Cord Tissue will be assigned to Inception and the Client hereby authorizes Inception to, at its sole option, destroy the Cord Blood and or Cord Tissue or use it for research or transplantation purposes.

## **Warranty**

Client understands and acknowledges that Inception, its officers, directors, shareholders, employees, agents or consultants have made no conditions, representations, guarantees or warranties, of any type or nature, whether express, implied or collateral, including, without limitation, any representations, warranties or guarantees with respect to (i) suitability of the Cord Blood and or Cord Tissue for future treatment of diseases; (ii) successful treatment of diseases through use of the Cord Blood and or Cord Tissue; (iii) any advantage(s)



of Cord Blood and or Cord Tissue treatment over other treatments; (iv) successful processing or storage of the Cord Blood and or Cord Tissue; and (v) the merchantability or fitness for a particular purpose or use of the Cord Blood and or Cord Tissue or the Services. To the fullest extent permitted by law, Inseption disclaims all warranties, representations and conditions of any kind with respect to the Services whether express, implied or collateral, including the implied warranties and conditions of merchantability and fitness for a particular purpose.

## **Limitation of Liability**

IN NO EVENT WILL INSEPTION, ITS SHAREHOLDERS, DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, ANY CLAIM FOR LOSS, INJURY, DEATH, DAMAGE OR DESTRUCTION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IN ADDITION, EXCEPT WITH RESPECT TO CLAIMS BASED ON WILFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL INSEPTION BE LIABLE FOR ANY DAMAGES OF ANY KIND GREATER THAN THREE TIMES THE CURRENT ANNUAL STORAGE FEE PAID TO INSEPTION HEREUNDER. INSEPTION WILL NOT BE LIABLE FOR ANY DAMAGES, COST OR CLAIMS RESULTING FROM INJURY OR DAMAGE RELATING TO: I) THE CORD BLOOD AND OR CORD TISSUE OR THE MATERNAL SEROLOGY BEFORE THE CORD BLOOD AND OR CORD TISSUE OR MATERNAL SEROLOGY IS RECEIVED BY INSEPTION AT ITS PREMISES, INCLUDING DAMAGES, COSTS OR CLAIMS RELATING TO TRANSPORTATION OF THE CORD BLOOD AND OR CORD TISSUE AND THE MATERNAL SEROLOGY; AND II) ANY FEES OWED TO CLIENT'S HEALTH CARE PROVIDER PERTAINING TO THE COLLECTION OF THE CORD BLOOD AND OR CORD TISSUE AND THE MATERNAL SEROLOGY. THESE LIMITATIONS WILL APPLY EVEN IF INSEPTION HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF THIS SECTION WILL APPLY EVEN IN THE EVENT OF A FAILURE OF THE ESSENTIAL PURPOSE OF THIS PROVISION AND WILL SURVIVE TERMINATION OF THE AGREEMENT. CLIENT UNDERSTANDS THAT BY THIS RELEASE IT IS GIVING UP ANY RIGHT IT MIGHT OTHERWISE HAVE, NOW OR IN THE FUTURE, TO SUE OR OTHERWISE SEEK MONEY DAMAGES OR OTHER RELIEF AGAINST INSEPTION FOR ANY REASON RELATING TO THE SERVICES, WITH THE SOLE EXCEPTION OF SEEKING RETURN OF THE MONETARY AMOUNT SPECIFIED ABOVE.

Client further agrees that it will hold the health care provider(s), hospital/birthing facility and its and their owners, shareholders, directors, officers and employees free from any and all liability in connection with: i) the collection, disposal, destruction (whether accidental or intentional) and handling of the Cord Blood and or Cord Tissue and Maternal Serology; and ii) the release of the results of testing of the Cord Blood and or Cord Tissue and Maternal Serology to Inseption.

## **Personal Information**

Inseption is committed to protecting the privacy of all personal and health information through adherence to its Privacy Policy, which is in compliance with the Personal Information Protection and Electronic Documents Act (S.C. 2000, c.5). The Client consents to the collection, use and disclosure of personal information, including personal health information ("Personal Information") by Inseption about the Client, the Child's mother and the Child as set out herein. In some cases, Personal Information will be provided by the Client directly, and in other cases, Personal Information may be collected by a health care provider or generated as a result of testing conducted by Inseption on or in connection with the Cord Blood and or Cord Tissue or the Maternal Serology. The Personal Information will be used by Inseption or its service providers only to assess eligibility of the Cord Blood and or Cord Tissue for processing and storage and to provide the Client with the Services. Client also understand that Inseption may disclose Personal Information to: (i) its accountants, auditors, agents and lawyers in connection with the enforcement of its legal rights; and (ii) third parties in connection with the actual or prospective sale, purchase, lease, merger, amalgamation, or financing of Inseption's business (and then only under restrictions as to confidentiality). Inseption will not disclose Personal Information without the Client's consent unless a law, regulation, search warrant, subpoena or court order legally requires it to do so. Personal Information will be retained by Inseption for as long as is necessary to provide Client with the Services and to comply with applicable laws.

## Notices

All notices shall be given in writing and sent by mail, email or facsimile transmission with confirmation of receipt. All notices shall be presumed to have been received 5 business days after mailing, or on the business day following the day of facsimile transmission, as applicable.

## General

Inspection may assign all or part of its obligations and rights under this Agreement to any entity that provides similar Services or intends, after such assignment, to provide such Services. Client understands that Inspection may subcontract or delegate some or all of its responsibilities under this Agreement to one or more subcontractors who perform similar Services as part of their regular business activities. Client may not assign this Agreement without the prior written consent of Inspection.

This Agreement, together with the Schedule and the Informed Consent, represents the entire agreement between Client and Inspection concerning the subject matter hereof and there are no understandings, agreements or representations other than as set forth herein. This Agreement is binding upon Client and Inspection and their respective successors and permitted assigns. No modification, amendment or waiver of any provision of this Agreement will be effective unless agreed to in writing and signed by Client and Inspection. This Agreement will be governed by the laws of the Province of Ontario. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. Inspection will not be liable for any delay or failure to perform the terms of this Agreement caused by Acts of God or other causes beyond the parties' control and without fault or negligence.

This Agreement may be executed in one or more counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles will be deemed an original, but all of which together shall constitute one and the same Agreement.

Client has read and understands the above terms and conditions and all agreements, consents, limitation of liability and releases attached hereto. Client understands that the Services are voluntary and that the Services can be refused for any reason. Client has had the opportunity to discuss the Services with a health care provider, and has signed this Agreement freely and voluntarily.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, Year \_\_\_\_\_ (the "Effective Date").

\_\_\_\_\_  
Mother's Signature

\_\_\_\_\_  
Spouse/Partner's Signature

\_\_\_\_\_  
Print Mother's Name

\_\_\_\_\_  
Print Spouse/Partner's Name