

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 advise our staff.

This Cord Blood Services Agreement (“Agreement”) is between Inception Biosciences Inc. (“Company”) and (“Client”).

This Agreement sets out the terms upon which the Company 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 Enrolment form via the Company website (“website”) or Parent Booklet the Company 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 will be processed once the Collection Kit is sent to the Client by the Company. 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, the Client will notify the Company 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 the Company’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 the Company is not promptly notified.

Testing, Processing and Storage

The Company will notify the Client that it has received the Cord Blood and or Cord Tissue. According to the Informed Consent, the Company will verify that the Cord Blood and or Cord Tissue meets the 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 the Company 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. The Company will notify the Client if the 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, the Company will provide a full refund of all monies paid to the Client. The Client acknowledges and understands that the Company 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 completing, via the website or Parent Booklet i) the Enrolment Form, ii) accepting the Informed Consent (if the Client is the mother of the Child), iii) completing the Confidential Medical History and Risk Assessment Questionnaire and iv) accepting the Storage Agreement prior to Collection Kit delivery. The Client is responsible for following the instructions in the Collection Kit and for notifying the Company, 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 the Company within seven (7) days. The Client is responsible for the payment of fees to the Company and for any payments due to the health care provider or Hospital 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 the Company 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 the Company's Medical Director and that the health care provider or the Company'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 the Company 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 the Company in the event of any change in such contact information at any time during the term of this Agreement.

(c) The client acknowledges that Cord Blood and or Cord Tissue are not a suitable treatment for all diseases. In addition, the client acknowledges that Cord Blood and or Cord Tissue may not be an effective treatment(s) if used, for any particular disease. 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. (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 subject to testing following collection, the results of which testing may indicate that the Cord Blood and or Cord Tissue is ineligible for storage. The Company retains the right to reject the Cord Blood and or Cord Tissue if the test results indicate specific contamination or the presence of specific 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 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, the Company will refund all amounts paid by the Client set out in Refund Policy, accessible via the company website.

Fees

At the time of enrolment the Client will have to select a product option (Cord Blood and or Cord Tissue), a payment storage option (Annual Storage or Prepaid). The Client authorizes the Company 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.

The company may adjust Annual Storage plan fees, on July 1st of each year, (each, an "Adjustment Date"), based upon fluctuations in the Consumer Price Index ("CPI"), as determined by Statistics Canada. 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.

A credit card fee of 1% will be applied to the total amount payable before taxes.

In the event of a material change to storage or related consumable costs, the Company reserves the right to make a one off adjustment to Annual Storage plan fees.

The Company offers a full refund if, for any reason, the Cord Blood or Cord Tissue is not collected or stored. Refer to company website for our refund policy. If the Cord Blood cannot be stored and the Cord Tissue is stored, Cord Tissue-only fees will be charged in accordance with your chosen payment plan and payment method specified at enrolment. If you elect to cancel your Cord Blood and or Cord Tissue contract prior to the birth of your baby, the Company will refund all monies paid.

The Client agrees to promptly notify the Company 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. The Company 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 the Company with a request for release of the Cord Blood and or Cord Tissue. The Client will be required to authorize such request by providing the Company 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) day's notice to the Company. 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 the Company's then current policies and procedures and will be responsible for paying all outstanding fees owed to the Company including the Company's then-current release fee and the applicable shipping charges.

The Company will not release or transfer the Cord Blood and or Cord Tissue to any person or entity other than an appropriate treating physician according to the Company guidelines, or an accredited Cord Blood facility. The Client and the receiving entity to which the Cord Blood and or Cord Tissue is released or transferred agree to hold the Company 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 Enrolment /Effective Date, and will remain in effect until such time as either party notifies the other of their intent to terminate the agreement.

The Child, upon reaching the age of eighteen (18) years, shall be included as the custodian of the Cord Blood and/or cord tissue in any matter related to the approvals or authorizations pertaining to the release and use for treatment of either the Cord Blood and/or the cord tissue. Similar custodian approval is required for direction to terminate storage, donate to research or discard the Cord Blood and/or cord tissue.

For the avoidance of doubt, Parent(s) maintain fiscal responsibility for the storage of the Cord Blood and or Cord Tissue, and are bound by terms of this agreement until such time as the Cord Blood and or Cord Tissue is released for use. If fiscal responsibility is to be transferred to the Child, an updated replacement storage agreement with the Company is required.

The Client acknowledges that the Company will rely on this Agreement and the Client will be bound by the terms of this Agreement until such time as: (i) the Company 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 or electronically accepting the terms of this Agreement on behalf of the Child. The Client agrees to indemnify and save harmless the Company, 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 the Company, 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 the Company 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 the Company; and (B) the Company will own all such right, title and interest and the Client hereby authorizes the Company 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 the Company 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.

The Company may terminate this Agreement for non-payment of fees, at any time upon ninety (90) days written notice. In such cases the Company 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 the Company 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 the Company and the Client hereby authorizes the Company 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 the Company, 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, the Company 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 THE COMPANY, 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 THE COMPANY BE LIABLE FOR ANY DAMAGES OF ANY KIND GREATER THAN THREE TIMES THE CURRENT ANNUAL STORAGE FEE PAID TO THE COMPANY HEREUNDER. THE COMPANY 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 THE COMPANY 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 OR HOSPITAL PERTAINING TO THE COLLECTION OF THE CORD BLOOD AND OR CORD TISSUE AND THE MATERNAL SEROLOGY. THESE LIMITATIONS WILL APPLY EVEN IF THE COMPANY 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. THE 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 THE COMPANY FOR ANY REASON RELATING TO THE SERVICES, WITH THE SOLE EXCEPTION OF SEEKING RETURN OF THE MONETARY AMOUNT SPECIFIED ABOVE.

The 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 the Company.

Personal Information

The Company is committed to protecting the privacy of all personal and health information through adherence to its Privacy Policy, to review the privacy policy please visit the company website to review the privacy policy.

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

The Company 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. The Client understands that the Company 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. The Client may not assign this Agreement without the prior written consent of the Company.

This Agreement, together with the Enrolment form and the Informed Consent, represents the entire agreement between the Client and the Company concerning the subject matter hereof and there are no understandings, agreements or representations other than as set forth herein. This Agreement is binding upon the Client and the Company 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 the Client and the Company. 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. The Company 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.

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