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	Cell Care will: 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	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. All Annual Storage Fees will be increased annually on the anniversary of the first payment by the Consumer Price Index.
Refund Policy	Cell Care offers a refund policy as follows. If, for reasons beyond Cell Care's control: 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 fee of: a. Annual Storage plan $1,750 b. 20 years - at Birth – Upfront Plan: $3,400 c. 30 years - at Birth – Upfront Plan: $4,000 d. Lifetime At Birth – Upfront Plan: $6,250 payable in accordance with your chosen payment plan and payment method specified in Sections D and E above. An administration fee will be added where an At Birth or One Time payment plan has not been chosen. If you elect to cancel this contract prior to the birth of your baby and: 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; or 3. your deposit is non-refundable under the terms and conditions of a specific promotional offer you enrolled under; your deposit will be retained in full.

Circumstances in which this Agreement will end	This Agreement will end if: 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 storage plan 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. 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.
Disposal, transfer or donation at the end of this Agreement	If this Agreement ends: 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.
Contractors	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.
Changes in law, regulations or medical standards	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.
Acknowledgements	You understand and acknowledge that: 1. Cord Blood or Cord Blood + Tissue collection may be unsuccessful for a number of reasons including, but not limited to: 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. Cell Care will make every reasonable effort to facilitate a successful collection. However, Cell Care does not guarantee the outcome of the collection process. Circumstances beyond our control, including but not limited to medical, logistical, or environmental factors, may result in an unsuccessful collection. By proceeding, you acknowledge and accept these risks. v) 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;

Acknowledgements (cont.)	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 they reach 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.
No assurances	Cell Care does not warrant: 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.
Release for use provisions - retrieval and release of cord blood for autologous or directed allogeneic use	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. Prior to release, we are required by law to: • 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 they may request regarding your pregnancy and delivery details. *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.*

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	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. 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.
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. 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