



Mother's Informed Consent Declaration
and Stem Cell Storage Agreement



A healthy future is in your hands

Mother's Informed Consent Declaration

By my signature on this Informed Consent Declaration,

I, the Mother, on behalf of myself and my unborn Child ("my Child") hereby grant permission to Future Health Technologies Limited ("FHT") to receive, process and test cord blood taken from the placenta and umbilical cord of my child following delivery and/or Cord Tissue. The Cord Blood and/or Cord Tissue will be processed, cryopreserved and privately stored for future medical application.

The decision to collect the Cord Blood and/or Cord Tissue should be made by the medical team attending the birth. FHT will provide the Collection Kit for the Services I have chosen. Only Blood and Tissue procured using an appropriate FHT kit will be processed. The Collection Kit must only be used by a trained and licensed healthcare professional or phlebotomist.

I understand that there is no guarantee or assurance of the success of the collection procedure or that the Cord Blood and/or Cord Tissue will be suitable for processing by FHT. I understand that the collection procedure should cause me no discomfort or pain nor interfere with the birth. I understand that I should discuss with my medical team any concerns that I have about the collection procedure and any risks that it may present to my child or me. I also understand that, should I elect to purchase/receive the additional ABO blood typing service (where FHT use a drop of the Cord Blood collected to test which blood group the Child is), there is a small chance that the service will fail to produce valid or conclusive results.

I understand that it is my responsibility to arrange for the delivery of my Cord Blood and/or Cord Tissue sample to FHT by contacting FHT and using an approved courier company. I understand that my participation in the Cord Blood and/or Cord Tissue collection procedure is voluntary and that I may stop such collection at any time and withdraw my consent. Stopping the collection will not affect my child or my treatment in any way.

I am aware that FHT is required to test a sample of my own blood in order to confirm the suitability of the Cord Blood and/or Cord Tissue for storage. I consent to the procurement of a sample of my own blood at or within 7 days of birth and have discussed associated risks with my medical team. FHT will conduct PCR and serology testing on the primary maternal blood sample in accordance with the relevant regulations and guidelines applicable to human tissue and cell banks. I understand that such tests may reveal that I am suffering from a disease of which I was previously unaware.

I have completed the Mother's Medical History and agree to provide FHT with any further, relevant information if my child later develops a disease that may affect the storage of the Cord Blood and/or Cord Tissue sample.

I understand that the effectiveness and success of using stem cells for specific therapeutic treatments depends on the circumstances of each individual case. Even if the Cord Blood Stem Cells and/or Cord Tissue are successfully stored and are capable of use in therapeutic treatments, the success of such treatments cannot be guaranteed.

I understand that the provision of services by FHT is subject to its Terms and Conditions which have been provided to me and to which I agree.

I have fully understood the information provided. I have had the opportunity to ask questions and been provided with satisfactory answers. I confirm all the information I have provided is true to the best of my knowledge.

Occasionally, the processing of Cord Blood and/or Cord Tissue can result in leftover material which is disposed of as clinical waste. In order for us to improve our processes and methodology, it may be useful for us to be able to use this leftover material for quality control and validation purposes or other purposes as we see fit. Do you agree to any excess material being used in this way?

(Please tick "YES" or "NO")

YES ☐

NO ☐

Please sign under each section to store cord blood (1), cord tissue (2) or both (1 and 2):

1. CORD BLOOD

Mother's Signature:

Mother's first name:

Date:

2. CORD TISSUE

Mother's Signature:

Mother's surname:

Future Health Technologies Ltd

10 Faraday Building, Nottingham Science & Technology Park, University Boulevard, Nottingham, NG7 2QP

Tel: +44 115 967 7707, Fax: +44 115 967 7836, e-mail: info@fhbb.com

Informed Consent Declaration (FHT-UK-ANv18.1.A)


Stem Cell Storage Agreement

This is the Stem Cell Storage Agreement. It is a very important document, which you should read through carefully. It consists of the following sections:

Your Personal Details	Page 2
Fees Schedule	Page 3
Mother's Medical History	Page 4 - 5
Required Maternal Blood Tests Schedule	Page 6
Terms and Conditions of the Agreement	Page 7 - 15

Please complete one copy of the Agreement as described below and return it to Us. You can keep the other copy for your own records.

Complete the Agreement you return to us as follows:

 This symbol in the page margin shows where you need to enter some details, make a choice or answer some questions. It appears in the following sections:

Your Personal Details (Page 2)

Complete all parts of this form, including your full contact details. It is important that we have the mother's full name. If the father wishes to be a party to this agreement, his details should also be provided.

Fees Schedule (Page 3)

This page summarises the fees payable.

Indicate which service and storage option you require by ticking the relevant box.

Mother's Medical History (Page 4 - 5)

The mother is required to answer all questions in this Questionnaire.

If there are any comments or additional information to any of the questions, please enter these under the list of questions.

You should read through the rest of the Agreement (the Required Maternal Blood Tests Schedule and the Terms and Conditions) before signing it on Page 15.

The mother must sign this Agreement on Pages 5 & 15. If the father's name is included on Page 2, then he should sign on Page 15 as well.

Your signature(s) on Page 15 confirms your acceptance of this entire Agreement.

Future Health Technologies Ltd

10 Faraday Building, Nottingham Science & Technology Park, University Boulevard, Nottingham, NG7 2QP
Tel: +44 115 967 7707, Fax: +44 115 967 7836, e-mail: info@fhbb.com
Stem Cell Storage Agreement (FHT-UK-ANv18.1.A)

Your Personal Details



Please enter names in CAPITAL LATIN LETTERS exactly as they appear on ID or Passport

Mother's First Name:

Mother's Surname:

Address Line 1:

Address Line 2:

City:

Postcode / Zip Code:

Country:

E-mail:

Home Phone:

Mobile:

Work:

Father's First Name:

Father's Surname:

Address Line 1:

Address Line 2:

City:

Postcode / Zip Code:

Country:

E-mail:

Home Phone:

Mobile:

Work:

Child's name (if known):

Please ensure all details above are correct. Thank you.

US

Company Name Future Health Technologies Limited
Our Address 10 Faraday Building
 Nottingham Science & Technology Park
 University Boulevard
 Nottingham NG7 2QP
 United Kingdom

Telephone + 44 115 967 7707
Fax + 44 115 967 7836

Website www.futurehealthbiobank.co.uk
Email info@fhbb.com

Registered in the UK with Company Number: 04431145
VAT number GB 847463203
UK Human Tissue Authority Licence Number: HTA 22503/14-02-11
ISO 9001: Certificate Number: FS 554566
MHRA Blood Establishment Authorisation: BEA 21314

Fees Schedule

Please tick the box for the service you select.



PREMIUM+ PACKAGE **Cord Blood, Cord Tissue & Outlook Screening**

£2445

☐

Includes: Initial Administration Fee, Cord Blood and Cord Tissue Processing and Cryopreservation and Outlook Screening.



PREMIUM PACKAGE **Cord Blood & Cord Tissue**

£2195

☐

Includes: Initial Administration Fee, Cord Blood and Cord Tissue Processing and Cryopreservation.



STANDARD PACKAGE **Cord Blood OR Cord Tissue**

£1600

☐

Includes: Initial Administration Fee, Cord Blood OR Cord Tissue Processing and Cryopreservation.

ADDITIONAL SERVICES



IN HOUSE PHLEBOTOMIST COLLECTION

£300

☐

Includes: A private healthcare professional to collect the Cord Blood and/or Cord Tissue, arranged by Future Health Technologies Ltd.



ABO BLOOD TYPING

£50

☐

Includes: Determine ABO blood group of the Child.



ADDITIONAL CORD TISSUE SEGMENTS

£49 Annually

☐

Includes: Storage of an additional 5 segments of Cord Tissue (9 in total)

Please note: A fee of £49 will be charged on an annual basis for the storage of the additional cord tissue segments.

Cost Analysis of the Above

The Initial Administration Fee Includes: Account setup and administration fee. Delivery fee of Cord Blood and/or Cord Tissue Collection Kit. Transportation fee of Cord Blood and/or Cord Tissue by courier to our laboratory. This is a non-refundable down payment of £195.

The Processing and Cryopreservation Fee of Cord Blood Stem Cells and/or Cord Tissue: This fee is non-refundable upon successful storage and includes all maternal blood tests at birth including PCR (NAT). The total cost includes the 1st years storage. If you have selected the Premium+ or Premium Package and either the Cord Blood or the Cord Tissue are not suitable for storage then £595 (*less any discount given*) of the Processing and Cryopreservation Fee will be refunded. If you have opted for the ABO typing, an additional £50 is payable along with the processing and cryopreservation fee.

Storage Fees: Annual storage fees are applicable per sample, per year. Annual storage for the Standard Package is £65 per year. Annual storage for the Premium and Premium+ Packages is £100 per year. The storage fees are only payable after successful processing and storage of the relevant cells. If you opt to store additional segments of Cord Tissue a further £49 per year annual storage fee is applicable.

In House Phlebotomist Collection Fee: This fee of £300 is non-refundable and paid alongside the Initial Administration Fee at the time of sign up.



To be completed by the Mother. Please answer the following questions to the best of Your knowledge. Please provide dates and further details below for all question(s) to which You have answered Yes.

	YES	NO
Are you currently		
Q1. Taking any antibiotic?	<input type="radio"/>	<input type="radio"/>
Q2. Taking any other medication?	<input type="radio"/>	<input type="radio"/>
In the past 12 weeks have you		
Q3. Received any vaccinations?	<input type="radio"/>	<input type="radio"/>
Q4. Had contact with someone who recently had a smallpox vaccination?	<input type="radio"/>	<input type="radio"/>
In the past 12 months have you		
Q5. Travelled outside your country?	<input type="radio"/>	<input type="radio"/>
Q6. Had a medical diagnosis of a Zika virus infection?	<input type="radio"/>	<input type="radio"/>
Q7. Had a medical diagnosis of a West Nile Virus infection or a positive test for West Nile Virus?	<input type="radio"/>	<input type="radio"/>
Q8. Had or been treated for syphilis or other sexually transmitted infection?	<input type="radio"/>	<input type="radio"/>
Q9. Had a needle stick injury, tattoo, ear/body piercing or engaged any activity that may have resulted in exposure to HIV or Hepatitis?	<input type="radio"/>	<input type="radio"/>
Do you or a blood relative		
Q10. Have Creutzfeldt-Jacob Disease (CJD) or VCJD?	<input type="radio"/>	<input type="radio"/>
Q11. Have Rapid progressive dementia or a degenerative neurological disease, such as Parkinson's or Alzheimer's disease?	<input type="radio"/>	<input type="radio"/>
Q12. Have a chronic, systemic autoimmune disease?	<input type="radio"/>	<input type="radio"/>
Q13. Have a metabolic-storage disorder?	<input type="radio"/>	<input type="radio"/>
Q14. Have any other inherited or genetic disease?	<input type="radio"/>	<input type="radio"/>
Have you ever		
Q15. Had any type of cancer?	<input type="radio"/>	<input type="radio"/>
Q16. Had or been treated for tuberculosis?	<input type="radio"/>	<input type="radio"/>
Q17. Tested positive for HTLV, had adult T-cell leukemia, or had an unexplained paraparesis (partial paralysis affecting the lower limbs)?	<input type="radio"/>	<input type="radio"/>
Q18. Taken immunosuppressive medication?	<input type="radio"/>	<input type="radio"/>
Q19. Received hormones derived from the human pituitary gland, such as growth hormones, follicle stimulating hormone, luteinizing hormone or thyroid stimulating hormone?	<input type="radio"/>	<input type="radio"/>

Mother's Medical History

YES NO

Have you ever

- Q20. Received a blood transfusion, transplant or graft from someone other than you, such as organ, bone marrow, stem cell, cornea, sclera, bone skin or other tissue?
- Q21. Received a dura mater (or brain covering) graft?
- Q22. Had a positive test for the HIV.AIDS virus, hepatitis B virus or hepatitis C virus?
- Q23. Had malaria?
- Q24. Had Chagas disease and/or any positive for T-cruzi?
- Q25. Had babesiosis?
- Q26. Had a positive test for SARS-CoV-2 or COVID-19?

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Additional questions

- Q27. Were you residing in or did You visit the UK for more than 3 months between 1980 and 1996?
- Q28. Please confirm if the Father can answer Yes to Questions 4 – 27. If yes, please provide details below.
- Q29. Have you ingested, or been exposed to, a substance (such as cyanide, lead, mercury or gold) that may be transmitted to recipients in a dose that could endanger their health?
- Q30. Was your child conceived using donor sperm, donor ovum or surrogacy?

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Dates

Further Details

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<hr/>	<hr/>
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Please complete and sign the below to confirm that the information You have entered on the Mother's Medical History is correct.

Mother's date of birth:

Mother's full name:

Signature:

Date:

Required Maternal Blood Test Schedule

The following blood tests on the mother's blood are required in accordance with the relevant regulations and guidelines applicable to human tissue and cell banks.

Serology:

HIV 1 & 2 (Anti HIV 1 & 2)
Hepatitis B (HBsAg)
Hepatitis B (Anti HBc)
Hepatitis C (Anti HCV)
Syphilis
HTLV 1 & 2 (Anti HTLV 1 & 2)
CMV IgG & IgM

PCR (NAT):

HIV 1 & 2
Hepatitis B (HBV)
Hepatitis C (HCV)

In keeping with the relevant official guidelines, the collection of the mother's blood for these tests, must be carried out at the time of birth or within 7 days from the date of birth. We recommend that they are carried out at the time of birth. Maternal Blood samples must be collected at birth using all the vials we provide and returned to us in the plastic biohazard bag of the collection kit.

IMPORTANT:

We will inform you of the results of the maternal blood tests. As stated in the Agreement, we test your blood solely for the purpose of determining if your baby's cells are suitable for storage.

You should remember, however, that the tests we conduct on your blood might reveal that you are suffering from a disease of which you were previously unaware and that this disease might have major consequences on your whole family's lifestyle. We strongly recommend that you inform your doctor that you will be having these tests.

If you have any questions concerning the tests please do not hesitate to contact us.

Additional comments for the Mother's Medical History:

1. WORDS AND EXPRESSIONS USED IN THESE TERMS AND CONDITIONS

In the present Agreement the following words have the meanings set out below. These words are shown by the use of capital letters.

"Agreement"	The agreement consists of the present Conditions, the Fees Schedule, the Mother's Medical History and the Required Maternal Blood Tests Schedule;
"Child"	Your child (as identified in the Informed Consent Declaration);
"Conditions"	The present terms and conditions;
"Cord Blood Stem Cells"	Stem cells extracted from the Cord Blood;
"Cord Blood"	Blood taken from the placenta and umbilical cord of the Child;
"Cord Tissue"	Tissue taken from the umbilical cord of the Child;
"Fees Schedule"	The fee schedule to these Conditions, setting out payment and other details relating to the Agreement;
"HTA"	The Human Tissue Authority of the United Kingdom Department of Health;
"Maternal Blood"	Blood collected from the natural mother of the child;
"Mother's Medical History"	The questionnaire attached to these Conditions, under which You provide Us with certain information about Your medical history;
"Mother's Informed Consent Declaration"	The declaration appended to the present terms and conditions by which You grant Your informed consent regarding the storage of the Cord Blood and/or Cord Tissue;
"Required Maternal Blood Tests Schedule"	The schedule attached to these Conditions, which sets out the tests which must be undertaken on the maternal blood to assess whether the Stem Cells are suitable for storage;
"Samples"	Cord Blood and/or Cord Tissue Samples;
"Services"	The processing, storage and associated Services to be provided by Us under the Agreement in respect of the Samples, and ancillary benefits provided by Us to You including but not limited to related insurances;
"Stem Cells"	Cord Blood Stem Cells;
"We", "Us", "Our" "FHT"	Future Health Technologies Limited a company incorporated in England with registered number 04431145 and whose registered offices are at 10 Faraday Building, Nottingham Science & Technology Park, University Boulevard, Nottingham, NG7 2QP, United Kingdom;
"You", "Your"	The client identified on page 2 (and, if the client consists of both parents of the Child, the survivor of them);

2. THE TERMS AND CONDITIONS OF THE PRESENT AGREEMENT

- 2.1 We agree to provide You with the Services applied for upon payment of the relevant fees specified in the Fee Schedule and fulfillment of your obligations as set out in the Agreement.
- 2.2 The only people who can enforce rights under the Agreement are those expressly referred to in the Agreement itself or those who validly substitute them.

3. COLLECTION OF THE MATERNAL BLOOD, CORD BLOOD AND/OR CORD TISSUE

- 3.1 You are responsible for arranging for a health care professional to collect the Maternal Blood, Cord Blood and/or Cord Tissue at the time of the birth of the Child.
- 3.2 Following Our receipt of Your payment of the initial fee specified in the Fees Schedule, You will be provided with a kit to collect the Maternal Blood, Cord Blood and/or Cord Tissue. The collection kit must be stored at room temperature in accordance with the instructions in the kit.
- 3.3 You must arrange for a health care professional to collect the Maternal Blood, Cord Blood and/or Cord Tissue using the kit provided to You under Condition 3.2 in accordance with the instructions in the kit.

4. SENDING THE MATERNAL BLOOD, CORD BLOOD AND/OR CORD TISSUE TO US

- 4.1 Instructions for the transportation of the Maternal Blood, Cord Blood and/or Cord Tissue to Our laboratories after collection are included with the kit you receive as per condition 3.2. This blood and/or tissue will be used solely to allow Us to provide You with Our Services.
- 4.2 It is very important to comply with all Our instructions. Non compliance with any of Our instructions could render the Cord Blood and/or Cord Tissue unsuitable for processing and/or storage, or for later use.

5. REQUIRED MATERNAL BLOOD TESTS

- 5.1 You must comply with Our requirements by undergoing all of the blood tests stipulated in the Required Maternal Blood Tests Schedule.
- 5.2 The blood tests specified above are undertaken for the sole purpose of enabling Us to assess the suitability of the Samples for storage. We will not interpret, assess or use the results of any such blood test for any purpose other than stated hereabove.

5.3 If:

- 5.3.1 You fail to comply with any of Our instructions provided under Condition 3 or 4;
- 5.3.2 You fail to comply with Our requirement under Condition 5.1; or
- 5.3.3 any of the blood tests carried out pursuant to Condition 5.1 produces a positive result,

We are entitled to end the Agreement by giving You notice in writing that the Samples are unsuitable for storage under Condition 5.3.1, 5.3.2 or 5.3.3 (as the case may be).

5.4 If We terminate the Agreement on any of the grounds set out in Condition 5.3:

- 5.4.1 We shall not be required to give You any further information as to why the Samples are unsuitable for storage other than: (i) to confirm that We are ending the Agreement on the grounds of Condition 5.3.1, 5.3.2 or 5.3.3 (as the case may be); and (ii) if We terminate the Agreement by reason of Condition 5.3.3, to supply You with the results of the blood test(s) undergone pursuant to Condition 5.1 that produced a positive result (so that You may consult with and obtain further relevant information from Your Doctor); and
- 5.4.2 on the light of Conditions 5.2 and 12.2, We shall not be liable for any loss or damage arising from: (i) Us not providing You with any further information other than that required under Condition 5.4.1 as to why the Samples are unsuitable for storage; or (ii) the inaccuracy or incompleteness of any further information that We might provide to You as to why the Samples are unsuitable for storage.

6. STORAGE OF THE SAMPLES

- 6.1 If the Cord Blood and/or Cord Tissue is suitable for processing, We will store the Samples at Our storage facilities and send You written confirmation of the successful processing and storage of the Samples. If however the Cord Blood and/or Cord Tissue is/are unsuitable for processing, due to an insufficient amount of blood and/or tissue, or for any other reason, or unsuitable for storage due to local contamination during collection, or because of low viable cell count, which means that the Sample is no longer compliant with our guidelines, we will notify You in writing to that effect. If a Sample is contaminated as shown by the microbiology testing then in order for it to be used for allogeneic applications it might be necessary to get authorisation from the relevant regulatory authorities.
- 6.2 We will store Cord Blood Stem Cells in a double bag system which consists of two independent chambers for the duration of the Agreement in accordance with Our guidelines for best practice and all relevant regulatory guidelines (in force and as amended from time to time). We will also store reference samples from the Cord Blood and from the Maternal Blood.
- 6.3 We will store Cord Tissue for the duration of the Agreement in accordance with Our guidelines for best practice and all relevant regulatory guidelines (in force and as amended from time to time).
- 6.4 If however the Cord Blood and/or Cord Tissue is unsuitable for processing due to insufficient blood, or unsuitable for storage due to local contamination during the collection or low viable cell count, the hospital or hospital personnel who performed the extraction will be in no way liable.
- 6.5 Furthermore, if the procedure is not performed correctly or not performed at all for any reason, the hospital or hospital personnel will not be liable.
- 6.6 If You elect to purchase/receive the optional ABO blood typing service (where We use a drop of the Cord Blood collected to test what blood group the Child is), You hereby fully acknowledge and agree that:
- 6.6.1 there is a small chance that the service will fail to produce valid or conclusive results, since on the rare occasion that: (i) a DAT positive result invalidates the ABO blood typing service results, it will in all likelihood be caused by contamination contained within the sample, e.g. microbial, fibrins (clotting of the sample or fatty deposits within the blood), haemolysis of the sample or a crossover of my blood to the placenta; or (ii) the ABO blood typing service results are inconclusive (whereby the result of A or B or O is neither positive or negative), it will in all likelihood be caused by a crossover of my blood to the placenta or the antigen expression from the Child's blood not being strong enough to form a conclusive result; and
- 6.6.2 the cause or causes of any invalidated or inconclusive ABO blood typing service will in all likelihood arise during or in connection with the Cord Blood collection process and/or as a result of other factors directly connected to the Cord Blood itself and, therefore, are entirely out of Our control. We will not, therefore, be in any way liable if the ABO blood typing service fails to produce valid or conclusive results, nor will the hospital, hospital personnel or the third party phlebotomist who may have collected the Cord Blood.

7. CONTROL OF THE SAMPLES

- 7.1 Except as set out in Condition 11.6, You will retain effective control over the Samples until the Child reaches the age of 18 (eighteen) at which time effective control will pass to the Child or to his or her legal representative.
- 7.2 We will only accept requests for the release of the Samples under Condition 9.1 (i) from You if the Child is under 18 when the request is made; or (ii) from the Child or from his or her legal representative if the Child has reached the age of 18.
- 7.3 If You die before the Child reaches the age of 18, then Your rights under the Agreement may be enforced by any person who has or is granted legal responsibility for the Child. We reserve the right to require supporting documentation, including orders of the courts, to verify the grant of such parental responsibility and the rights associated therewith under this Agreement to any person other than You as mother (or, if applicable, father) of the Child.
- 7.4 If the Child dies before reaching the age of 18, Your rights under the Agreement will subsist and remain vested in You. If the Child dies after reaching the age of 18 and taking effective control of the Samples under Condition 7.1, the Child's rights under the Agreement shall pass to the beneficiaries of the Child's estate to distribute in accordance with the Child's will or with the applicable rules of intestacy.

8. OUR FEES

- 8.1 We will issue an invoice to You for the processing and storage fees within 10 (ten) days of receipt of Your Samples at Our laboratory. You agree to pay this invoice upon receipt of it.
- 8.2 If You fail to make any payment due to Us under the Agreement for 14 (fourteen) days following our request for such payment, We shall be entitled to charge interest at the legal rate of 5% (five per cent) on the amount due until the latter is paid in full.
- 8.3 If You fail to make any payment due to Us under the Agreement within 60 (sixty) days following our demand for such payment, We shall have the right to terminate the Agreement in accordance with Condition 10.5.3.
- 8.4 We reserve the right to increase Our storage fees in the future as defined in the Fees Schedule. Any such increases would not exceed the rate of inflation as defined by the Retail Price Index (RPI).

9. RELEASE OF THE SAMPLES FOR TREATMENT

- 9.1 If at any time during the life of the Agreement the release of the Samples is required for the treatment of the Child or of any other person: (i) You are required to give Us notice in writing to that effect if the Child is under the age of 18; or (ii) the Child or his/her legal representative must notify Us in writing to that effect if he or she has reached the age of 18.
- 9.2 Any notice given under Condition 9.1 must include the name and address of the hospital and medical practitioner who will be responsible for assessing the suitability of the Sample and administering the treatment.
- 9.3 On receipt of any notice presented under Condition 9.1, We will prepare the Samples for transport in accordance with Our standard preparation procedures and, as far as is normally practicable, within a reasonable deadline.

10. DURATION AND TERMINATION OF THE AGREEMENT

- 10.1 The Agreement begins on the day You sign the Agreement. Subject to its earlier cancellation or termination under this present Condition 10, it ends on the day We cease to store the Samples at Our storage facilities. The storage periods specified in the Fees Schedule begin on the day that the Child is born.
- 10.2 Upon the expiry of any storage period for which You have paid the fees as specified in the Fees Schedule, You shall have the right to renew the Agreement for a further storage period of equal or different duration. This storage period shall run from the end of the preceding period on the terms of the fees schedule of the standard Agreement in force at that time, subject to the payment of the applicable fees at the start of the new storage period.
- 10.3 You have the right to change Your mind about entering into the Agreement and to cancel the Agreement at any time for up to 14 (fourteen) working days after the day You sign the Agreement. However You lose this right if You ask to receive the Services prior to the end of the 14 (fourteen) working day period.
- 10.4 If You do want to cancel the Agreement, You must give Us notice in writing before the end of the 14 (fourteen) working day period referred to in Condition 10.3 hereabove. If You validly cancel the Agreement in accordance with the present Condition 10.4, We will, within 30 (thirty) days of receiving Your notice of cancellation, refund any advance fees You have paid to Us (subject to any applicable exchange rate), except for the Initial Payment specified in the Fees Schedule which is non-refundable unless You return, at your cost, the kit to Us undamaged and unopened with the seals intact during this 30 (thirty) day period.
- 10.5 We can terminate this Agreement by giving You notice in writing if:
 - 10.5.1 the Cord Blood and/or Cord Tissue is unsuitable for processing;
 - 10.5.2 the Samples are unsuitable for storage;
 - 10.5.3 You fail to make any payment due under the Agreement within 60 (sixty) days of receiving our invoice; or
 - 10.5.4 You fail to comply with any of Our instructions set out under Condition 3 or 4 or to undergo any of the blood tests set out in the Required Maternal Blood Tests Schedule.
- 10.6 Either party to this Agreement may terminate it at any time by giving not less than 60 (sixty) days' notice in writing. If We terminate the Agreement under the present Condition 10.6 We shall refund any advance storage fees paid to us. For the avoidance of doubt, the above refund will be prorated to the storage period which we will have effectively provided. However, this refund shall concern neither the Initial Payment nor the Processing and Cryopreservation Fee.

11. ENDING THE AGREEMENT

- 11.1 If the Agreement ends for any reason other than Your cancellation of the Agreement in accordance with Condition 10.4, You will not be entitled to receive a refund of any advance storage fees You have paid to Us under the Agreement, except where:
- 11.1.1 You validly terminate the Agreement following a serious breach of Our obligations under the Agreement, which (if capable of remedy) We have not remedied within 30 (thirty) days of receiving notice in writing requiring Us to make good that breach;
- 11.1.2 We terminate the Agreement following Condition 10.6; or
- 11.1.3 We terminate the Agreement in accordance with Condition 10.5.2 on the grounds set out in Condition 5.3.3.
- 11.2 If by the terms of Condition 11.1 you are entitled to a refund of any advance storage fees You have paid to Us under the Agreement, You will still not be entitled to receive a refund of either the Initial Payment or the Processing and Cryopreservation Fee specified in the Fees Schedule.
- 11.3 Before the end of the Agreement (except when it has been terminated by Us in accordance with Condition 10.5.1, 10.5.2 or 10.5.4), We will write to You at Your last known address or, if applicable, at the address of the third party selected by You under Condition 17 for Your instructions as to with the disposition of the Samples. If We terminate the Agreement in keeping with Condition 10.6 because we cease to trade for any reason, We will do our best to put You in touch with a suitable alternative storage facility for the Samples for the remainder of the relevant storage period.
- 11.4 If You want to make alternative arrangements for storage of the Samples, You must tell Us as soon as possible, and in any event no later than 60 (sixty) days after the end of the Agreement. We will only release the Samples in accordance with legislation prevailing at that time, and on written request of You or the Child subject to Clause 7. We will only release the Samples to a designated hospital address or an alternative storage provider, and provided all fees due having been paid.
- 11.5 If We incur any additional costs in disposing of the Samples in accordance with Your requests under Condition 11.4, You shall reimburse Us for all such costs.
- 11.6 If You fail to give Us instructions for the disposal of the Samples in accordance with Condition 11.4, then, at the end of the 60 (sixty) day period referred to in Condition 11.4, all rights on the Samples will pass to Us and We will use them as we see fit, which may include donating them to a Public Stem Cell Bank.

12. OUR LIABILITY TO YOU

- 12.1 We warrant that the Services to be provided by Us under the Agreement will be executed: (i) with reasonable care and skill; and (ii) in accordance with Our guidelines for best practice and all relevant regulations and guidelines applicable to human tissue and cell banks. Except as expressly set out in this Condition 12.1, all Conditions and warranties, express or implied, as to the provision of the Services by Us are hereby excluded to the fullest extent permitted by law.
- 12.2 You hereby recognise that, given the nature of the Services: (i) no guarantees can be given as to the effectiveness and success of using the Samples for specific therapeutic treatments as this depends on the circumstances of each individual case; (ii) the tests We carry out on receipt of the Samples cannot be exhaustive and We cannot guarantee that the Samples were not contaminated before We accepted them for storage; and (iii) even if the Samples were successfully stored and are capable of use in therapeutic treatments, the success of such treatments cannot be guaranteed. Accordingly, You hereby release Us from any liability for any loss or damage arising from:
- 12.2.1 any failure of the Samples to treat any particular medical Condition;
- 12.2.2 the acts or defaults of any person other than ourselves or Our employees, agents and sub-contractors in the use of the Cord Blood and/or Cord Tissue and/or the Stem Cells;
- 12.2.3 any delay, loss of, damage to or deterioration in the Cord Blood and/or Cord Tissue and/or the Stem Cells during transit from You to Our laboratory or from Our laboratory to You or any third party or once We cease to store the Samples at Our storage facilities;
- 12.2.4 any loss of, damage to or deterioration in the Cord Blood and/or Cord Tissue and/or the Stem Cells caused by failures or deficiencies in the processing and/or storage method, except to the extent that such liability arises from any breach of the warranty given by Us under Condition 12.1.

- 12.3 For the avoidance of doubt:
- 12.3.1 We shall not be in any way in breach of the warranty given by Us under Condition 12.1 or any other term(s) of the Agreement in the event of any inability on Our part to perform any of Our obligations under the Agreement due to any circumstances beyond Our reasonable control (including, but not limited to, the failure of any equipment or power supply or any strike, industrial action, war, act of terrorism, fire, act of God, changes in legislation or prohibition or enactment of any kind); and
- 12.3.2 We shall ensure that: (i) the storage tank in which the Samples are stored is, in the event of any failure of the electricity supply to that tank, capable of indefinite manual operation at the same level of functionality and with the same effect as when it is running on electricity; and (ii) in the event of any material functional or technical failure of the storage tank in which the Samples are stored which reduces its functionality below the required level, the Samples shall be transferred to another back-up storage tank of the required functionality.
- 12.4 Except for liability for death or personal injury caused by negligence or for fraudulent misrepresentation or concealment, which shall not be in any way excluded or limited:
- 12.4.1 Our maximum liability to You under or in connection with the Agreement, whether in contract, tort (including negligence) or otherwise, shall be for direct loss and damage only and will not exceed £10,000 (ten thousand pounds sterling); and
- 12.4.2 We shall not under any circumstances be liable in contract, tort, statute or otherwise for any economic loss (including, but not limited to, any increased costs or expenses or loss of profit, business, contracts, revenues or anticipated savings) or any indirect or consequential loss howsoever arising, which may be suffered by You and arise out of or in connection with Our supply of the Services.
- 12.5 The benefit of the exclusions and limitations of liability in this Condition 12 shall also apply to Our directors, employees, agents, sub-contractors and other representatives.

13. PERSONAL INFORMATION

- 13.1 We may process:
- 13.1.1 Your client account data (client account data) may include any of the personal information about You, Your Child and Your Child's other parent provided by or collected from You in the course of entering into this Agreement, including through signature and completion of the Mother's Informed Consent Declaration and completion of Your Personal Details section of this Agreement. The client account data may be processed for the purposes of performing and providing the Services and communicating with You (including for the purposes of offering and marketing related products and/or Services to You). The legal basis for the processing is Our legitimate interests, namely the proper administration of Our business, and the performance of this Agreement between You and Us at Your request, to enter into this Agreement;
- 13.1.2 Your personal data provided by You or collection from or about You in the course of Our performance or provision of Our Services (Services data), including through completion of the Mother's Medical History and completion of the tests set out in the Required Maternal Blood Tests Schedule. The Services data may include special categories of data such as health and medical information. The Services data may be processed for the purposes of performing and providing the Services. The legal basis for this processing is Our legitimate interests, namely the proper administration of Our business, and the performance of this Agreement between You and Us at Your request, to enter into this Agreement;
- 13.1.3 information relating to transactions, including purchases of goods and/or Services offered and marketed to You, that You enter into with Us (transaction data). The transaction data may include Your contact details, Your card details and the transaction details. The transaction data may be processed for the purpose of supplying the purchased goods and/or Services and keeping proper records of those transactions. The legal basis for this processing is the performance of this Agreement between You and Us at Your request, to enter into this Agreement and Our legitimate interests, namely Our interest in the proper administration of Our business;

- 13.1.4 information contained in or relating to any communication that You send to Us (correspondence and enquiry data). The correspondence and enquiry data may include the communication content. The correspondence and enquiry data may be processed for the purposes of communicating with You and record-keeping and for the purposes of offering, marketing and selling related products and/or Services to You. The legal basis for this processing is Our legitimate interests, namely the proper administration of Our business and communications with clients about related products and/or Services; and
- 13.1.5 any of the above categories of data where such processing is necessary for the compliance with a legal obligation to which We are subject, or in order to protect Your vital interests or the vital interests of another natural person.
- 13.2 You are responsible for the accuracy and truthfulness of all personal information that You provide to Us and You warrant and undertake to Us that all such information is true and correct at the time it is provided. We reserve the right to request supporting documentation to verify any such personal information in Our absolute discretion. You must notify Us promptly of any change in any such personal information.
- 13.3 We may disclose or transfer any of the categories of data above:
- 13.3.1 to any member of Our group of companies (this means our subsidiaries, our ultimate holding company and all of its subsidiaries) as is reasonably necessary for the purposes set out above;
- 13.3.2 to any purchaser of Our business or company or to any other person, firm or company to whom We assign this Agreement;
- 13.3.3 to Our insurers and/or professional advisers as reasonably necessary for the purposes of obtaining and maintaining insurance coverage, managing risks, obtaining professional advice and managing legal disputes;
- 13.3.4 to Our suppliers or subcontractors as reasonably necessary for the performance or provision of the Services; and
- 13.3.5 where such disclosure is necessary for compliance with a legal obligation to which We are subject, or in order to protect Your vital interests or the vital interests of another natural person.
- 13.4 If and to the extent any such disclosure or transfer takes place in or to any country outside the European Economic Area (EEA), We will ensure that such disclosure or transfer is protected by appropriate safeguards.
- 13.5 Personal data that we process for any purpose shall not be kept for longer than is necessary for that purpose, provided that We may retain personal data where such retention is necessary for compliance with a legal obligation to which We are subject, or in order to protect Your vital interests or the vital interests of another natural person.
- 13.6 Your principal rights under data protection laws (You are recommended to read the relevant laws and guidance from the regulatory authorities for a full explanation of these rights) are in summary:
- 13.6.1 the right to confirmation as to whether or not We process any of Your such personal data and, where We do, access to the personal data, together with certain additional information including details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data;
- 13.6.2 the right to have any of Your personal data rectified if inaccurate and, taking into account the purposes of the processing, to have any of Your personal data completed if incomplete;
- 13.6.3 the right in certain circumstances to the erasure of Your personal data without undue delay, including where such personal data is no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- 13.6.4 the right in certain circumstances to restrict the processing of Your personal data, including where You contest or wish for Us to establish the accuracy of such personal data or the ongoing need for such personal data for the purposes of Our processing;

- 13.6.5 the right to object to Our processing of Your personal data on grounds relating to Your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for the purposes of the legitimate interests pursued by Us or by a third party;
- 13.6.6 if You consider that Our processing of Your personal data infringes data protection laws, You have the right to make a complaint with a supervisory authority responsible for data protection. You may do so in the EU member state of Your habitual residence, Your place of work or the place of the alleged infringement; and
- 13.6.7 to the extent that the legal basis for Our processing of Your personal data is consent, the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.
- 13.7 You may exercise any of Your rights in relation to Your personal data by written notice to Us.

14. OUR RIGHT TO CHANGE THESE CONDITIONS

- 14.1 If: (i) by reason of changes in legislation, industry codes of practice or advice, or guidelines from the relevant regulatory authorities; or (ii) any other rules or, regulations make it necessary for Us to change the way We operate, We reserve the right to make consequent and corresponding changes to these Conditions at any time by giving not less than 30 (thirty) days' notice to You of any such change(s).

15. ASSIGNMENT

- 15.1 We reserve the right to assign this Agreement to any person, firm or company. We will give You notice of any such assignment. Whoever this Agreement is assigned to will be bound by its Terms and Conditions.

16. LAW, DISPUTES AND LANGUAGE

- 16.1 The present Agreement is governed by the laws of England and Wales.
- 16.2 You agree that any disputes between the parties to the present Agreement shall be heard in the English courts. However, if You live in a country other than England, both parties to the present Agreement shall have the right to take action in the courts of Your country of residence.
- 16.3 If You wish to complain about any aspect of the Services provided to You, You should do so in writing to Us within 30 (thirty) days when the Cord Blood and/or Cord Tissue is/are stored at Our laboratories.

17. NOTICES

- 17.1 If You need to send Us any notices or communications under the Agreement, You must send them in writing by first class or registered post/recorded delivery to Our address or email address as set out in Condition 1 above or any alternative address that We may notify to You from time to time.
- 17.2 If We need to send You any notices or communications under the Agreement We will send them in writing by first class or registered post/recorded delivery or via email to Your address or email address as notified by You to Us in the relevant section of this Agreement. If You change your address or email address at any time, You must notify Us this as soon as possible.
- 17.3 If You will not be reachable at Your address for any continuous period of more than 30 days, it is very important that You notify Us as soon as possible of: (i) the start and end date of any such period; and (ii) the address at which You will be reachable or the name and address of the third party designated by You to receive on your behalf during that period notices and communications from Us under and/or in connection with the Agreement.
- 17.4 If you are not reachable, You may designate any third party of Your choice to receive notices and communications under and/or in connection with the Agreement from Us. Any such designation must include that third party's written consent for Us to use his/her personal information for such purposes. Any notice served on this third party by Us is deemed to have been served on You. Once any such notice has been served on such third party, You will be deemed to have received and become aware of the contents and subject matter of such notice as if it had been served on You personally.

This Agreement is subject to the above Terms and Conditions. You must read through them carefully by signing below you agree to accept and be bound by them.

The Mother must sign the Agreement below.

If the Father's details have been entered on Page 2, and he shares with the Mother parental responsibility for the Child, he should also sign below. In this case both the mother and father are each 100% responsible for the economic obligations arising from this Agreement.

"I/We understand that the provision of Services by Future Health Technologies Limited is subject to the Terms and Conditions which are contained in this Agreement, which I/We have read and to which I/We agree."

Mother's Signature:

Date:

DD / MM / YY

If the Father signs this agreement, he must also agree to the following:
"I, the Father of the Child, confirm that I have parental responsibility for the Child"

Father's Signature:

Date:

DD / MM / YY

Signed on behalf of Future Health Technologies Limited



Christopher Bond
Director



FUTURE HEALTH

BIOBANK



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