



**By my signature on this agreement,**

We, operating as jointly exercising the parental care, on behalf of ourselves and our unborn child hereby consent "PROCELL Biotechnological Applications Ltd." ("PROCELL") to receive, placental and umbilical cord blood after delivery of our child and to extract, cryopreserve and store stem cells for possible future use.

We understand that the collection procedure shall be performed by the medical team attending the delivery and should cause no discomfort or pain to the mother and to the newborn child (children). We realize the responsibility to communicate to the medical team attending the delivery of our child the need to collect the placental and umbilical cord blood. We are aware that there is no guarantee or assurance of the success of the collection procedure nor that the cord blood will be suitable for processing by PROCELL. It is our responsibility to inform the medical team on our agreement with Procell, and be informed on any concerns that we have about the collection procedure and any risks that it may present to the mother and the child (children).

It is our responsibility to inform ProCell Ltd that the collection procedure has been completed. We are aware that therapeutic applications of stem cells are in any case unique and are closely related to special circumstances and features of the case. Above that, the success of such treatments cannot be guaranteed.



**CORD BLOOD STEM CELLS AGREEMENT**

In Athens today, the ...../...../2007 the persons following:

- a).....and
  - b).....,
- Residents of ..... at .....  
 Nr....., holders of Identification Card / Passports Nr.....  
 issued on the .....by .....  
 with Tax Identification Nr.....  
 of the ..... Revenue Office,  
 herein operating as jointly exercising the parental care of their newborn child (the Donor), execute the present on its behalf and shall hereinafter be referred to as the "Signatories" and;
- c) the limited liability company with trade name PROCELL Biotechnological Applications, with its registered offices at Maroussi, Attica, at Nr. 21, K. Karamanli Str., Tax Identification Number 999232118, of the Revenue Office of Maroussi, hereinafter referred to as "PROCELL";
- agree, stipulate and accept the following:

**Purpose**

1. PROCELL undertakes the obligation to explain to the Signatories or their duly authorised representatives, the terms, conditions, limitations, risks and cost of separation, testing and storing by it of the stem cells that will be extracted from the umbilical cord blood (hereinafter referred to as the "Sample") which shall be collected immediately at the time of birth. The present is the legal agreement between the aforementioned and states the rights and obligations of the two parties hereto. The Signatories agree to the separation and storing of stem cells from the umbilical cord blood by PROCELL, they have been fully informed, accept and agree with the conditions, risks, limitations and cost of storing.

**Transportation, Separation, and Storing**

2. Past the collection of the umbilical cord blood, the Signatories are obligated to contact PROCELL, which shall undertake the pick-up and transportation of the umbilical cord blood at its laboratories. The transportation of the Sample is a responsibility of PROCELL and the shipper. The cost of the transportation of the umbilical cord blood is included in the total cost. The instructions on collecting the sample, as well as the contact numbers for PROCELL are written on the sample collection kit. In the event that the Sample comes from a Hospital / Clinic away from Athens, the transportation shall be effected by a shipper authorised by PROCELL, without additional cost to the Signatories.

3. PROCELL is obligated to separate the stem cells immediately after the delivery of the blood and proceed with their cryopreservation in liquid nitrogen or other appropriate freezing material. In the event that



the volume of the umbilical cord blood or the number of stem cells is limited, PROCELL will inform the Signatories and after their consent, it shall proceed with the preservation of the cells.

### **Cost**

4. It is hereby stipulated that the total cost shall amount to one thousand, seven hundred and fifty Euro (1,750 €), which includes the following: the collection kit, sample transportation, the separation of stem cells from the umbilical cord blood, the medical tests and the preservation of the cells for twenty (20) years.

5. The amount of one hundred and fifty (150) Euro shall be paid immediately upon execution hereof, is not refundable and covers the cost of the Sample collection kit.

6. The remainder of one thousand and six hundred Euro (1,600 €) is paid after the stem cells have been successfully separated and frozen.

7. The amount of one thousand and six hundred Euro (1,600 €) is payable thirty (30) days past the date of the written notification by PROCELL. In the event that the total cost is not paid out in thirty (30) days past the date of the written notification, PROCELL may terminate the present agreement and destroy the frozen stem cells without any further notice.

8. In case that either the number of the stem cells in the umbilical cord blood is limited, or PROCELL is not able to separate and freeze the stem cells, PROCELL is obligated to inform immediately the Signatories. If the preservation is not effected, the Signatories shall not be obligated to pay to PROCELL any other amount. Nonetheless, it is hereby expressly stipulated that the initial payment of one hundred and fifty (150) Euro shall not be refunded in all cases.

9. In the event of multiple pregnancies (e.g. gestation of twins) a discount of 50% shall be made on any additional Sample.

10. In families with strong hereditary history of various types of leukaemia, the total cost (collection kit, processing and preservation of stem cells) is stipulated to the amount of eight hundred Euro (800 €).

### **Medical Tests**

11. The Signatories are obliged to inform the medical team attending the delivery about the need to collect maternal blood in the vial included in the Collection kit. ProCell will not use the maternal blood for any other reason but to perform the following tests or any other necessary test required for the fulfillment of the obligations to the signatories as they are stated in the present agreement. ProCell will perform the following tests in an associate laboratory and the negative results will be filed in the record of the signatories. In the event of a positive result, ProCell is entitled to terminate the agreement after communicating to the signatories in written a) prototype of the report with positive result and b) official report that the sample can not be cryo-preserved. If for any reason maternal blood is not collected; the mother is obligated to perform the following tests at an appropriate laboratory and notify the negative results to PROCELL the latest ten days past the parturition.



- CMV IgM
- Lues (TPHA ή VDRL ή RPR)
- Hepatitis Bs Ag
- Hepatitis C anti
- HIV I/II
- HTLV I/II

12. Mother is obligated to perform the same tests four (4) months past the birth of the child and despatch the results to PROCELL.

### **Limitation of Liability**

13. The unit for the preservation of the cells is controlled by and operating under the instructions of PROCELL. The liability of PROCELL is limited only to the separation and preservation of the Sample, pursuant to the terms and conditions set out herein.

14. PROCELL reserves the right to keep more than one samples on the Preservation Unit. The child Sample may be preserved along with samples from other persons in one Preservation Unit, but no sample shall be mixed or placed in the same vial wherein is preserved said Sample.

15. PROCELL reserves the right to transport the Sample to one other preservation unit or change the location of the preservation unit. Furthermore, PROCELL may assign part or all of its rights stated in the present agreement to one other company.

16. PROCELL reserves the right to refuse on any grounds whatsoever, to collect, separate and preserve a Sample.

17. PROCELL does not provide any medical services and medical advice and does not provide any other services other than those detailed herein.

18. In the event the retrieval of part or the entire Sample is required, the Signatories or their duly authorised representatives must submit their request in writing, at least forty eight (48) hours prior to the despatch of the Sample to the appropriate hospital. The Signatories or their duly authorised representatives shall bear any and all costs pertaining the preparation and despatch of the sample. The liability of PROCELL on the part or the entire Sample despatched, ceases upon its removal from its facilities.

19. PROCELL shall not be held responsible for loss of Samples due to cases of Force Majeure (e.g. natural disasters, war, terrorist acts) which cause partial or total destruction to the Sample. Furthermore, in the event of loss of or damage to the Sample on account of any reason whatsoever that is not due to malice or gross negligence by PROCELL, the liability is limited only to the refund to the Signatories of an amount equal to the preservation cost collected by PROCELL.

20. PROCELL shall not be responsible for cases of contamination of the umbilical cord blood at the time of its collection.

21. The obstetrician, midwife or other hospital personnel shall bear no responsibility if due to unforeseen conditions, did not collect the umbilical cord blood or if the blood volume collected was not sufficient for the separation of a satisfying number of stem cells.



22. The stem cells that have been stored belong and are subject to the exclusive control of the Signatories or their or their duly authorised representatives. After the person from whom the stem cells were collected reaches adulthood, the full control shall be automatically transferred to this person, unless otherwise stipulated by the Signatories.

### **Personal Data**

23. The Signatories are responsible for the truthfulness, accuracy and validity of the personal data to be requested by PROCELL, towards the due provision of its services to them. The Signatories or their duly authorised representatives are obligated to inform PROCELL immediately in writing in the event of any change with regards their personal information notified to PROCELL.

24. PROCELL is obligated to utilize the personal information of the Signatories and the child, solely for the purpose of providing the services detailed herein and pursuant to the legislation in force. In any case, their personal information shall be handled as confidential and shall not be notified to any third party, unless with the prior the written consent of the Signatories.

### **Duration of the contract**

25. The term of the present contract starts on the date of its execution and extends over a period of twenty (20) years. Upon conclusion of the period of twenty years, it is deemed that the provision of services by PROCELL has been fulfilled and it shall not bear any other obligations towards the other party.

26. In the event that during the term of the contract the Signatories request, on account of any reason whatsoever, a part of the total from the original Sample preserved, the preservation shall continue to remain in force and produce its legal effects solely for the remaining part of the Sample that is still preserved by PROCELL.

27. The Signatories have the right to terminate the contract within ten (10) days past the execution hereof, following their written statement to PROCELL. In this case, they shall not be obligated to pay out any amounts to PROCELL. If for the purposes of this contract, the Signatories have received the sample collection kit, they are obligated to return it in the condition it was when received by them. In the event that the kit has been utilised or even if its initial state has been altered by any means whatsoever, the amount of one hundred and fifty (150 €) paid out by the Signatories for said kit upon execution hereof, shall not be refunded.

28. PROCELL shall contact the Party (child), six (6) months prior to the expiration of the period of twenty (20) years with regards possible extension of the preservation term for the stem cells. In this case, PROCELL shall inform the Party with regards the then current preservation prices on an annual basis.



**Terms and termination of the agreement**

29. Past the period of the ten (10) days during which the Signatories are entitled to terminate the agreement, the termination of the agreement by any of the parties hereof may only be effected on serious cause.

30. In the event that the Signatories wish to terminate this agreement during the term of the – reservation period, they shall be responsible for the costs and the transportation risks, as well as the preservation of the Sample at a preservation unit of their choice.

**Note**

31. The present agreement shall be governed by and constructed according to the Hellenic Legislation. Should any dispute arise in relation to the present, the competent courts of jurisdiction are those of Athens.

**PROCELL Biotechnological Applications EPE**

Full name and surname

\_\_\_\_\_

Signature

**The parents / their representatives**

Full name and surname

\_\_\_\_\_

\_\_\_\_\_

Signatures

Date: \_\_\_\_\_



### MEDICAL RECORD

	<b>MOTHER</b>	<b>FATHER</b>
	<b>YES NO</b>	<b>YES NO</b>

**HEALTH OF THE BABY’S MOTHER AND FATHER**

- |  |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 1. Are you in good health condition?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you take any medication?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Were there any complications during this or a previous pregnancy?                                 | <input type="checkbox"/> | <input type="checkbox"/> |                          |                          |
| 4. Were you ever diagnosed positive for Hepatitis, HIV, Human T-Lymphotropic Virus (HTLV)?           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Were you ever rejected as blood donor?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Did you ever present Malaria, Icterus, Infectious Mononucleosis, Tuberculosis or a Liver disease? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Were you ever diagnosed positive for CJD (Creutzfeldt-Jakob Disease)?                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Were you ever diagnosed with a blood disorder or a hemorrhagic disease?                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Did you ever donate blood or blood components to a patient who developed Hepatitis, HIV or HTLV;  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**DURING THE LAST 12 MONTHS HAVE YOU OR THE BABY’S FATHER:**

- |   |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| 10. Got pierced or tattooed, received acupuncture or had any syringe accident?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Come in contact with anybody who was diagnosed to suffer from Hepatitis, Icterus, Tuberculosis or any other infectious disease? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Visited a country with a Malaria epidemic?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Had sexual contact with anyone who was diagnosed positive for HIV or anyone in a high risk group for HIV infection?             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Got infected with a sexually transmitted disease?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Had a blood or a blood-based products transfusion?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Had an unjustified fever, night ephidrosis, sudden weight loss, swollen lymph nodes, constant cough or red spots on your skin?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Undergone any operation in general or an organ transplantation more specifically?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Made use of narcotic substances with intravenous injection?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**DOES ANYONE FROM THE MOTHER’S or THE FATHER’S FAMILY SUFFER FROM**

- |  |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| 19. Aplastic anemia, thalassemia, Fanconi anemia, sickle-cell anemia or Severe Combined Immunodeficiency syndrome? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 20. Any type of leukemia or other cancer diseases?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 21. Any inheritable or genetic disorders?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Please give any additional information you consider necessary concerning any of the above questions:**

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I hereby certify that I have answered the above questions truthfully to the best of my knowledge.