# Cord Blood and/or Cord Tissue Services Agreement

## (STORAGE AGREEMENT)

Health Canada Regulations restrict use of umbilical cord blood and umbilical cord tissue containing any known blood transmissible diseases (including HIV, HTLV, Hepatitis B and Hepatitis C). 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 and/or Services Agreement ("Agreement") is between Insception Biosciences Inc. ("Company") and Client ("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"). Cord Blood and/or Cord Tissue, as applicable based on Client's Enrollment form selection, are referred to in this Agreement as "Product."

**Collection and Shipment**

Upon receipt of the completed Enrollment form via the Company website ("Website"), the Company will provide the Client with a Collection Kit for the Product 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 ensuring the Collection Kit is brought to the birthing facility and provided to the health care provider so the health care provider can collect the Product at the time of delivery of the Child. The Maternal Serology must be collected at the time of delivery or within seven (7) days after delivery. The Client understands it may not be technically feasible to collect the Cord Blood (or the required amount of Cord Blood) or the Cord Tissue at the time of delivery due to obstetrical or medical circumstances. Once the collection is complete, the Client is responsible for arranging a pickup by the medical courier as soon as possible after delivery as directed in the Parent's Guide and Checklist included in the Collection Kit ("Parent's Guide"). Client may use Company's One Step Shipping by contacting the medical courier identified in the Parent's Guide (which offers next-flight-out service), or another courier of Client's choice. One-Step Shipping is offered by Company for Client's convenience and is performed by an independent company. No courier service can provide one hundred percent reliability, and on occasion, some samples may be delayed, lost, or damaged in transit. Company has no responsibility or liability for third-party courier transport of the sample(s) to Company's laboratory, including for One-Step Shipping. It may not be possible to process and store the Product if the medical courier is not promptly contacted.



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**Testing, Processing and Storage**

The Company will notify the Client once the Product has been received. The Company will verify whether the Product meets the minimum volume requirements and will, as applicable and in accordance with its policies and applicable law, test Maternal Serology and test, process and store Product, and retain reference samples. Testing may occur prior to and/or after storage, including at the time of any release. I understand the results of testing (e.g., for infectious disease) may affect eligibility of the Product for use. The Client may be contacted if the Product does not meet certain criteria. In cases where the Product does not meet certain criteria and are not stored, the Company will provide a refund of all monies paid by the Client as per the Refund Policy below. In order to be stored for future use, the Product is subject to manipulation, cryopreserved (placed in a long-term frozen state) and stored in liquid nitrogen vapour.

**Client Responsibilities**

The Client is responsible for completing i) the Enrollment form, ii) the confidential Medical History and Risk Assessment Questionnaire, iii) this Agreement and iv) the Informed Consent except that, in surrogacy and adoption situations, the Client is responsible for ensuring the Informed Consent has been completed by all appropriate persons.

The Client is responsible for ensuring the instructions in the Collection Kit are followed and for notifying the medical courier as soon as reasonably possible after delivery (preferably no more than 2 hours), that the Product and the maternal blood sample are ready to be picked up. Or, if the maternal blood sample is not collected at the time of delivery of the Child, the Client is responsible for taking the Maternal Serology collection tubes to the location designated by the Company in the Parent's Guide for a blood draw, which must be done no more than seven (7) days after delivery. Failure to have the maternal blood draw completed no more than seven (7) days after the delivery may result in the Product not being eligible for release for treatment. 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 Product 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, in order: (i) that the Company may assess the eligibility of Product for processing, storage or transplantation or other treatments; and (ii) to comply with the applicable regulatory requirements. The Client understands that the results of such testing may be made available to the relevant health care providers and public health authorities as well as the individuals involved, in addition to the Client. The Product may be ineligible for the Services or for transplantation or other use due to the testing results or other reasons, as determined by the Company's Medical Director or other health care provider. 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 enrollment and



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promptly notifying the Company in the event of any change in such contact information at any time during the term of this Agreement.

(c) The Product is not a suitable treatment for all diseases. In addition, the Client acknowledges that the Product 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 as well as public banks. Any decision to use (or not to use) the Product is the decision of the treating physician.

There can be no guarantee that the Product will be collected or that any Product collected will meet the Company's acceptance criteria (e.g., sufficient volume). The decision to collect the Product 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 Product not be collected. Complications may occur during birth that preclude the collection of newborn stem cells or affect the quality of the Product. Therefore, collection of newborn stem cells cannot be guaranteed. The health of the person giving birth and the health of the baby are the healthcare provider's first priorities. Client agrees that the healthcare provider's judgment is absolute and final. Client agrees not to hold the healthcare providers, hospital/birthing center, or their affiliates, directors, officers, employees, or agents responsible for the collection or failure to collect cord blood or cord tissue for any reason or for the handling or mishandling of cord blood or cord tissue. The healthcare provider does not act as an agent of Company. Payment for the healthcare provider's services is solely Client's responsibility.

(d) There can be no guarantee that the Product will survive the collection, transportation, processing, cryopreservation, thawing or other procedures.

(e) The Product 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 Product.

(f) Use of the Product must be carried out under the supervision of a licensed health care provider. Testing of Product after removal from storage and prior to use may be required, whether by Company's policies, a health care provider, regulatory requirements or otherwise. Successful collection, processing and storage of the Product does not guarantee successful treatment(s).

(g) Client understands and acknowledges the consequences if collection and/or processing of the Product does not proceed, including if consent to collection is refused or withdrawn; if the Product does not meet Company's acceptance requirements; if the Agreement is terminated; or if the Agreement (including payment terms) is not complied with. Among other consequences, the Product and any reference samples will be discarded or otherwise handled in accordance with Company's policy, including being donated or used for research.

**Fees**

At the time of enrollment, the Client will have to select a Product option (Cord Blood and/or Cord Tissue) and 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 chosen. Payment will be initiated once the Collection Kit is issued to the Client.



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Annual Storage plan fees are subject to increases as determined by the Company.

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

The Client shall 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.

**Refund Policy**

Company offers a refund policy as follows:

(a) The Company offers a full refund if, for any reason, the Product is not collected or the Company determines the Product cannot be stored.

(b) 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 enrollment. If the Cord Tissue cannot be stored and the Cord Blood is stored, Cord Blood-only fees will be charged in accordance with your chosen payment plan and payment method specified at enrollment.

(c) If you elect to cancel your Cord Blood and/or Cord Tissue contract prior to the birth of your baby and notify the Company, the Company will refund all monies paid.

(d) accordance with company standards, if the Company does not process and store any of your Product(s) because they do not meet the Company's acceptance criteria, Clients will be informed or consulted and refunded all monies paid.

(e) If Client elects to cancel their contract after the Product has been collected, and the sample was deemed suitable by Company for processing and storage:

(1) Clients are not eligible for a refund

(2) All "Initial Fees" which includes any couriers, collection kit, testing and processing costs of Product must be paid in full.

**Release and Transfer**

Client may instruct Company in writing to release the newborn stem cells. Company shall not be required to release, prepare, ship or dispose of any newborn stem cells unless and until any and all payments required to be made under this Agreement have been paid in full. Client (or the child, after the child turns eighteen) may request that Company:

(a) Send the newborn stem cells to a physician (or agent) appropriately qualified to perform a transplant or medical procedure;

(b) Dispose of the newborn stem cells;



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(c) Release the newborn stem cells for scientific research.

Company can send a sample only to an entity that can receive a sample in compliance with all applicable rules and regulations. Depending upon the reason for a release, samples can be used by the Child or a first or second degree relative. Company may charge an administrative fee for preparation of the sample and paperwork. Client is responsible for any third-party costs, including shipping and services fees. Company is required to maintain all records associated with Child's newborn stem cell sample, even after it has been released, so under limited circumstances, you may be charged a document maintenance fee. Any transfer or disposal will be performed in accordance with Company's standard operating procedure in effect at the time of the request. In the event release is requested, Client agrees that Client is responsible for informing Company of any disease the Child may have which may pose a risk to the potential recipient.

If the Client requests a transfer of the Product 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 and the Company's then-current transfer fee and applicable shipping charges. The Client and the receiving entity to which the Product is released or transferred agree to hold the Company harmless for any losses or damages in connection with the released or transferred Product.

The Product may potentially be used for reasons other than transplant (e.g., for regenerative therapy or clinical trial purposes). Collection of Cord Blood may have potential benefits, namely procurement of cells for potential treatment of certain diseases (e.g., certain cancers and blood disorders). However, Client acknowledges treatments based on stem cells may not be suitable or effective for all diseases, and stem cells are also available from alternative sources such as bone marrow or peripheral blood as well as public blood banks. Any decision to use, or not to use, Product is the decision of the treating physician.

Cord Tissue and its derived mesenchymal stem cells are in the very early stages of clinical research and there is no guarantee treatment for any particular disease may be developed or prove effective.

**Term and Termination**

This Agreement will commence on the Enrollment Date ("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 the custodian of the Product in any matter related to the approvals or authorizations pertaining to the release and use for treatment of the Product, as well as for any direction to terminate storage, donate, use for research, discard or otherwise handle the Product(s). The Child will also have access to all medical information shared or generated in relation to the Services, including Maternal Serology information.

For the avoidance of doubt, Parent(s) maintain fiscal responsibility for the storage of the Product, and are bound by terms of this Agreement until such time as the Product is released for use. If fiscal responsibility is to be transferred to the Child, an updated replacement 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.



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The Client understands and agrees that it is signing or electronically accepting the terms of this Agreement on behalf of the Child. The Client shall 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 Product; (ii) donate the Product for research or transplantation or other legitimate purposes; or (iii) transfer the Product 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 that the Client or the Child may have in the Product 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 Product or use it for research or transplantation or other legitimate 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 Product 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 Product; (ii) donate the Product for research or transplantation or other legitimate 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 interestthat the Client or the Child may have in the Product will be assigned to the Company and the Client hereby authorizes the Company to, at its sole option, destroy the Product or use it for research or transplantation or other legitimate 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 Product for future treatment of diseases; (ii) successful treatment of diseases through use of the Product; (iii) any advantage(s) of Cord Blood and or Cord Tissue treatment over other treatments; (iv) successful processing or storage of the Product; and (v) the merchantability or fitness for a particular purpose or use of the Product 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.



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**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, public health authorities or others that the information can be lawfully disclosed to.

**Personal Information and Location of Product**

The Company is committed to protecting the privacy of all personal information through adherence to its Privacy Policy. To review the Privacy Policy, including the transfer or storage of personal information outside of Canada, please visit the company website.

Client's Product will be cryopreserved and stored in Tucson, Arizona, U.S. If the Cord Blood and/or Cord Blood Tissue is transferred to another location, Client shall be provided notice.

**Notices**

All notices shall be given in writing and sent by mail, email or facsimile transmission. 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 or email, as applicable.



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**Additional Clauses**

**Multiples.** For pregnancy with multiples (twins, triplets, or other multiples), an individual collection kit is required for each baby. Collecting into a single collection receptacle (pooling) will impact the ability to store and use the newborn stem cells.

**Surrogacy and Gestational Carriers.** If the birthing person is a surrogate or gestational carrier, Client must contact Company for additional guidance and documents by calling 1-866-606-2790.

Assignment. 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, including subcontractors located outside of Canada. The Client may not assign this Agreement without the prior written consent of the Company.

**Entire Agreement; Amendments; Governing Law.** This Agreement, together with the Enrollment form, the Medical History and Risk Assessment Questionnaire 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.

**Force Majeure.** 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.

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

Client has read and understands the above terms and conditions and all agreements, consents, limitation of liability and releases attached hereto. 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 healthcare provider, and has signed this Agreement freely and voluntarily.



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