

## CLIENT SERVICE AGREEMENT

This Client Service Agreement ("Agreement") dated \_\_\_\_\_, is between Tran-Scell Biologics Pvt. Ltd and [print name] \_\_\_\_\_ the mother of the unborn child ("Child"), representing herself, the Child, its parents, and legal guardians (collectively referred to as "the Client") who wishes Tran-Scell to provide collection materials, processing and cryogenic storage for the blood collected from the child's umbilical cord and placenta ("Cord Blood") following delivery.

For good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

### **A. TRAN-SCCELL WILL PROVIDE FOR THE CLIENT:**

1. **ScellCare Service:** ScellCare Service includes the Client information health questionnaire that will contain information necessary for informed consent and a dedicated storage location of the Cord Blood sample.
2. **Collection Materials:** Collection Materials contained in the Tran-Scell collection kit. Tran-Scell will send you a ScellCare collection kit in advance of your delivery date.
3. **Education and Instruction:** Tran-Scell will provide all necessary printed materials containing information and procedure to collect Cord Blood for the reference of Client's delivering physician or nurse.
4. **Receiving, processing and cryogenic storage of the collected Cord Blood:** If the Cord Blood Sample is eligible for storage, (eligibility to be determined by volume and blood lab tests results):
  - a. Tran-Scell will label it with a unique identifier;
  - b. Tran-Scell will process and store the Cord Blood Stem Cells at cryogenic (very low) temperatures;
  - c. Tran-Scell agrees to store the Cord Blood sample for an initial period of 21 years from the date Tran-Scell receives the Cord Blood sample. Thereafter, the Cord Blood sample will be stored at the option of the Client or the Child, if he/she wishes to continue storing the Cord Blood sample on Tran-Scell's then prevailing terms and conditions.
5. **Maintenance:** All necessary storage conditions required for the storing the Cord Blood sample will be managed and maintained by Tran-Scell.
6. **Retrieval of Sample:** At any time during the term of this Agreement, either the Client, or if the child has reached the age of majority (i.e. at the age of 18 years) (in such event, for purposes of this Agreement the Child shall become Client), can request Tran-Scell, in writing, sent by certified mail, to retrieve and prepare the stored Cord Blood Stem Cells required for treatment for shipment to a designated location. The notice shall include the name and address of the physician and hospital receiving the Cord Blood and such other information as Tran-Scell may require for the transfer of the Cord Blood. Client will also need to provide Tran-Scell with an authorization by the transplant physician for release of the stem cells for transplantation. Thereafter, Tran-Scell is released from any and all liabilities with regard to the Client's Cord Blood. The Client shall be solely responsible for all costs of testing, preparation and shipment of Cord Blood in the event it is transported and Tran-Scell will facilitate and coordinate the intermediate steps involved for the transplantation.

### **B. THE CLIENT WILL BE RESPONSIBLE FOR:**

1. **Enrolment Forms filled accurately and returned in a timely manner:** The Tran-Scell collection kit includes an authorization to Collect Cord Blood and Release from Liability Form that must be accurately completed and returned to Tran-Scell as soon as possible. All information and test results obtained by Tran-Scell will be kept strictly confidential and will not be released by Tran-Scell without the Client's prior written consent, except as required by applicable law. The Client shall promptly notify Tran-Scell on the receipt of Tran-Scell collection kit.
2. **Furnishing Information including expected delivery date and any changes:** Any Changes in the status of delivery (i.e twins, caesarean section, pre-term labour, changes in due date) must be promptly communicated to Tran-Scell. Client agrees to provide Tran-Scell and its agents and representatives with complete and accurate information in writing concerning the full name, address, phone numbers, and other contact information of Client and the Child. Client also agrees to provide such other information that Tran-Scell may require for the testing of the Cord Blood, maternal blood, performance of its services, compliance with laws, regulations, permits and certifications, as well as for the proper identification of Client and the Child. If any information that Client has provided to Tran-Scell changes or is no longer valid, Client agrees to give Tran-Scell prompt written notice of all such changes and invalidity.
3. All literature contained in the Tran-Scell collection kit should be read and fully understood before signing any documents.
4. Notification to the Client's physician or nurse of the desire to collect and store the Client's Cord Blood.
5. Signing and having the physician or nurse sign the Authorization Form to Collect Cord Blood.

6. The Tran-Scell collection kit MUST be taken with the Client to the hospital and the collection kit MUST be kept at room temperature.
7. Using the packaging provided by Tran-Scell, the Cord Blood MUST BE LABELLED AND SHIPPED AS SOON AS POSSIBLE to Tran-Scell with the help of courier arrangement, in accordance with the instructions contained in the Tran-Scell collection kit. Unless otherwise agreed in writing, the Client is responsible for the coordination with the courier for shipping of the collected Cord Blood. The Client agrees that she will promptly notify Tran-Scell, by PHONE, of the shipping details.
8. **Collection of Cord Blood:** Client is responsible for arranging for the collection of blood from the umbilical cord and for its delivery to Tran-Scell upon the birth of the Child. Client shall ensure that the Cord Blood is retrieved using the collection kit and according to the instructions provided by Tran-Scell.
9. **Notification to Tran-Scell of any changes of Address and/or Telephone numbers:** Client agrees to provide Tran-Scell and its agents and representatives with complete and accurate information in writing concerning the full name, address, phone numbers, and other contact information of Client and the Child. Client also agrees to provide such other information that Tran-Scell may require for the testing of the Cord Blood, maternal blood, performance of its services, compliance with laws, regulations, permits and certifications, as well as for the proper identification of Client and the Child. The Client agrees to notify Tran-Scell promptly of any changes of address and/or telephone numbers or credit and other information so long as this Agreement is in effect. Changes must be made in writing and signed by the Client.
10. **Processing and Storage fees:** In the event of any increase in the sample storage fee (as provided below), subsequent to the signed Agreement, the Client will be notified of any such increase at least ninety (90) days prior.
  - a. **One time family registration fee:** A non-refundable fee is payable before shipment of the collection kit. This fee is waived if the Client has stored a previous sample with Tran-Scell.
  - b. **Processing fees:** This will be payable upon processing a Cord Blood sample from the first or only child born from a pregnancy. This includes cryopreserving 6mm Cord Tissue without isolating stem cells, irrespective of the collected length of the tissue. An additional fee will be payable upon processing each Cord Blood sample from any additional children born from the same pregnancy (in the case of twins or multiple births). A separate fee will be payable upon cord tissue processing for stem cell culture at the facility.
  - c. **Storage fees:** One time storage fee included in the package will be payable for each sample stored, commencing when the sample is stored for 21 years and subsequently renewed after 21 years.
  - d. **Payment Options:** Payment options for Cord Blood Stem cell storage and Cord Mesenchymal Stem Cells are discussed in the Website @ [www.tran-scell.com](http://www.tran-scell.com)

## **C. OTHER TERMS**

1. **Term; Storage Period:** This Agreement shall be effective on the date of Tran-Scell's acceptance of Client's properly completed and signed Informed Consent and this Agreement. The Agreement shall terminate in accordance with Section 2 below. By selecting one of the storage options. Storage will commence on the date that Tran-Scell receives the Cord Blood. Each Storage period under this Agreement shall be for 21 years ("Storage Period"). Storage of the Cord Blood will expire at the end of twenty one (21) years. At such expiration date there is no automatic renewal.
2. **Termination:**
  - a. The Client is entitled to terminate this Agreement at any time and shall provide Tran-Scell with at least thirty (30) days advance written notice of termination of this Agreement. The Client will be responsible for payment of all fees owing to Tran-Scell until the date of termination and the cost of disposing of the Cord Blood in accordance with the Client's instructions. If the Client terminates this Agreement, any pre-paid storage fees will be forfeited to Tran-Scell as liquidated damages.
  - b. This Agreement shall terminate upon Tran-Scell's notice to Client of any of the following events: (i) receipt of the results of a blood test indicating, in Tran-Scell's sole discretion, that the Cord Blood is not appropriate for storage; or (ii) failure of Client to pay the annual service fee when due or to pay any other payment required of Client hereunder; or (iii) failure of Client to perform any other material obligation required of Client hereunder after notice to Client and an opportunity to cure within ten (10) days

after the date of the notice; or (iv) without limiting the foregoing, failure of Client to provide maternal blood for testing or material information that Tran-Scell needs for the performance of its services or compliance with laws, regulations or accreditation after notice to Client and an opportunity to cure within ten (10) days after the date of the notice or if the notice is returned undelivered to Client for any reason. Notwithstanding the foregoing, either party may terminate this Agreement on thirty (30) days' prior written notice to the other party.

**3. Disposition Upon Termination.**

- a. Upon termination of this Agreement for any reason, Client shall arrange for the disposition of the Cord Blood. Client must pay all costs associated with such disposition plus any other amounts that may be due to Tran-Scell (including without limitation, any unpaid service charges) prior to Tran-Scell's removing the Cord Blood from cryostorage.
  - b. Client must notify Tran-Scell within thirty (30) days after sending or receiving a notice of termination under Section 2 (b) above, of the arrangements Client has made concerning the disposition of the Cord Blood.
  - c. If Tran-Scell has not received the timely written notice required in this Section 3 or if Client fails to comply with its other material obligations in this Section 3 after notice by Tran-Scell and an opportunity to cure within ten (10) days after the date of the Tran-Scell notice, Tran-Scell shall retain all rights to the Cord Blood and may, in its sole discretion, deem the Cord Blood abandoned. Tran-Scell shall be entitled to dispose of such abandoned Cord Blood in any fashion in Tran-Scell's sole discretion, including without limitation by destruction, donation, or transfer for value.
- 4. No Warranty:** Client acknowledges that neither Tran-Scell nor any of its officers, directors, shareholders, executives, employees, agents (including without limitation marketing agents), representatives, consultants, or affiliates (collectively "Tran-Scell") has made nor makes herein any representations or warranties to Client, express or implied, of any kind or nature, including, without limiting the generality of the foregoing, any representations or warranties with respect to (i) suitability of Cord Blood for future treatment of diseases; (ii) successful treatment of diseases through Cord Blood transplantation; (iii) advantages of Cord Blood transplantation over other types of treatment using stem cells; or (iv) successful preservation of Cord Blood through cryopreservation.
- 5. Indemnification:** Client agrees to indemnify, defend and hold harmless Tran-Scell from and against any and all claims, liabilities, losses, costs and expenses (including without limitation attorney's fees), damages, settlements, and judgments arising out of or related to the services actually or allegedly provided or not provided under this Agreement and claims concerning rights in and to the Cord Blood, its transportation, and its disposition. Client further acknowledges that Tran-Scell is not responsible for the actions of others including physicians, nurses, the birthing hospital or medical facility, hospital or medical facility staff, laboratory staff, and transporters of the Cord Blood. Notwithstanding anything that might be construed to the contrary in this Agreement, under no circumstances shall Tran-Scell and its affiliates and their respective shareholders, directors, officers, employees, agents (including without limitation marketing agents) and other representatives be liable to the Client, Child or any third persons for indirect, special, punitive, consequential, or incidental damages. Notwithstanding anything that may be construed to the contrary herein, the maximum amount of all liability hereunder or with respect to the actions or omissions of Tran-Scell, its affiliates or such other persons, under any and all circumstances shall be the amount paid by Client to Tran-Scell hereunder.
- 6. Assignment:** Tran-Scell's obligations hereunder or the entire Agreement may be delegated or assigned by Tran-Scell to any business proprietor, association, partnership, corporation, or other form of business entity that is either providing a similar service or intends subsequent to such assignment to provide a similar service. In connection therewith, Tran-Scell reserves the right to transfer the Cord Blood, without cost to Client, to a storage facility maintained by or for such business entity.
- 7. Governing Law:** This Agreement shall be governed by the laws of India and any dispute relating to or arising out of this Agreement shall be resolved exclusively by the Courts in Hyderabad, Andhra Pradesh, India.
- 8. Force Majeure:** If the performance of this Agreement or any obligations arising under this Agreement is prevented, restricted, or interfered with by reason of fire, earthquake, or other casualty or accident, strikes or disputes, war or other violence, any law, order, proclamation, demand or requirement of any government agency, or any other act or condition beyond the control of Tran-Scell, upon giving prompt notice to the Client, Tran-Scell shall be excused from such performance.
- 9. Notices.** All notices and other communications between the parties shall be in writing and deemed effective when received, provided that Tran-Scell shall be entitled to rely upon the last address provided by Client. Notwithstanding the foregoing, Tran-Scell's notices to Client shall be deemed effective three (3) days after mailing or delivery to a courier with a label for such last address.
- 10. Entire Agreement.** This Agreement, together with the Informed Consent, the Authorization to Collect Cord Blood and Release from Liability Form and Client Information Health Questionnaire constitute the entire agreement between Tran-Scell and the Client

and supercede all prior agreements, oral and written between Tran-Scell and the Client with respect to the subject matter hereof. Any amendments or modifications to this Agreement or any of the foregoing documents must be in writing signed by the Client, and where applicable, Tran-Scell. This Agreement shall be binding upon the parties and their respective heirs, spouses, executors, administrators, agents, representatives, successors, and assigns, shareholders, directors, officers, and employees (including without limitation, the Child and its legal representatives). If any provision of this Agreement is deemed unenforceable, the remaining provisions hereof shall nevertheless be fully enforceable in accordance with their terms.

---

**Client**  
**Date**

---

**Tran-Scell**  
**Date**

