

PRIVATE CORD BLOOD REGISTRATION

INFORMED CONSENT

Date: y/ m/ d/ .

I, am the mother of the unborn child ("Child") representing myself, the Child, its parents, and legal guardians (collectively referred to as "the Client"). I am legally entitled to sign this document on behalf of my Child and all of its parents and guardians. I authorize Tran-Scell Biologics Pvt. Ltd. (Tran-Scell), to receive, process, and test placenta and umbilical cord blood and extract, cryopreserve, and store the stem cells contained therein (collectively, "Cord Blood") in accordance with the Client Service Agreement executed separately. The Client wishes to enroll in ScellCare Cord Blood Storage service offered by Tran-Scell Biologics Pvt. Ltd. (Tran-Scell).

1. THIS CONSENT AGREEMENT CONVEYS THAT I, FULLY UNDERSTAND THE FOLLOWING:

- A. That the ScellCare offers storage for blood cells contained in my child's Cord Blood. The Cord Blood sample will be uniquely identified and stored at a cryogenic storage facility. Tran-Scell will retrieve these cells at my request in accordance with the Client Service Agreement.
- B. That it is not possible to determine whether my child will develop a disease in the future which can be treated by these cells.
- C. That a maternal blood sample is required and consent to such sample being taken. The maternal blood sample will be tested for hepatitis, HIV (the virus that causes AIDS), and certain other infectious diseases, utilizing blood donor screening tests kits. I consent to the performance of tests on all the blood samples collected/received by Tran-Scell which in the opinion of Tran-Scell thinks fit. Tran-Scell will store part of this blood sample indefinitely for the purpose of possible future tests. These tests may include but are not limited to quality control tests, repeat infectious disease testing, genetic testing or tests not yet determined. In the event that such tests become necessary Tran-Scell will inform me of the required test(s) prior to performing the test(s) and my informed consent for the testing will be obtained. I hereby consent to Tran-Scell's disclosure of the results of my blood test to my obstetrician, to any other Cord Blood storage facility to which I have authorized transfer of the Cord Blood, to the transplantation service in the event the Cord Blood is released for use, and to any government agency to which Tran-Scell may be required to report such results under applicable law and regulations. The results and medical records will not be disclosed to any other person without my prior written consent except as specifically provided herein under this Informed Consent.
- D. That if the maternal blood tests positive for HIV, hepatitis or certain other infections, the Cord Blood may be ineligible for storage. Tran-Scell will notify the Client or the Client's doctor of any positive or abnormal test results.

2. COLLECTION OF CORD BLOOD:

- A. That collecting and storing my child's Cord Blood cells may potentially benefit my Child should he or she needs them in the future to cure certain diseases.
- B. That these Cord Blood cells are a perfect match with my Child and, while there is no guarantee my Child will ever need them, the fact that they are a perfect match may reduce serious complication should cell therapy ever be needed.
- C. That there will be possible chance that my Child's Cord Blood cells will be suitable match with a sibling or me.
- D. I understand that, under normal circumstances, collection should cause me no discomfort or pain or interfere with the birthing process. I understand that there is a risk of blood contamination when collecting Cord Blood and that there is no guarantee or assurance of the success of the collection procedure. I understand that the Cord Blood collected may be insufficient for transplantation or any other purpose. I also understand that there may be complications at birth that will make it impossible or problematic to

collect the Cord Blood, and for those reasons my physician or nurse may properly refuse to collect the Cord Blood. Therefore, collection of Cord Blood cannot be guaranteed since its collection is arranged between my physician or nurse and me. My health and the health of my Child is my physician's or nurse's first priority. I agree that my physician or nurse's judgment shall be absolute and final. Nonetheless, I have been fully informed about the procedure for collecting Cord Blood and hereby consent to allow my physician or nurse to collect Cord Blood after the birth of my Child and to furnish it to Tran-Scell for testing, processing, cryopreservation, storage, and servicing. I shall not hold my physician, nurse, the hospital and/or its staff responsible or liable for any arrangements, procedures or handling regarding the Cord Blood.

- E. That should the Cord Blood not be collected a processing fee will not be charged but the collection kit with contents must be returned within 25 days to Tran-Scell for appropriate disposal, otherwise a fee of INR 5,000 will be charged and may be billed to the Client's credit card, as the case may be.
- F. There is no way of knowing if the Cord Blood sample can be stored until it is processed at Tran-Scell's laboratory. If the sample is questionable or test results unavailable, an attempt will be made to contact me and determine my instructions as to the disposition of the sample. Tran-Scell maintains the right to reject any Cord Blood sample due to low volume, viral or bacterial contamination and lack of test results or late delivery.
- G. I understand that certain blood components, including plasma and red blood cells, remain after processing by Tran-Scell and are not cryogenically preserved and consent to Tran-Scell's disposal of such components at Tran-Scell's sole discretion.

3. USE OF CORD BLOOD:

I GIVE CONSENT to Tran-Scell to hold one part of the collected Cord Blood in their private bank, for the sole use of my family to specifically address the chance of the Child needing his or her own Cord Blood for any childhood condition (known as autologous transplantation). This unit will, however, provide you with a source of stem cells that could be used for regenerative medicine in the future. The other unit (5%) will be placed in the public bank. This is where we expect people to benefit most, because the vast majority of transplants are carried out using cells from another person (allogeneic transplant). By contributing to the public bank as well as storing cells privately, you're helping to increase the number of stem cell units and the likelihood of a matched unit for you, your family and others.

I UNDERSTAND that because it is a relatively new procedure, the use of Cord Blood stem cells collected from cord and placental blood is still considered to be experimental even though the same type of cells harvested from other sources, such as bone marrow, have been used successfully for many years. Possible current benefits from the use of Cord Blood stem cells are that the cells could be used to treat certain life-threatening diseases, including leukemia, certain other cancers and blood disorders. Potential risks include the possibility that this type of treatment may not be effective or provide a cure, the Cord Blood stem cells may not be suitable for transplantation, or the Cord Blood stem cells may not be a match for a particular family member.

I UNDERSTAND that Cord Blood stem cells are not the treatment of choice for all diseases or conditions and that the decision to use or not to use the Cord Blood stem cells stored under the ScellCare service is strictly between me and my physician. It is possible that in the future, better therapies may be developed.

I AGREE that in the event that the Cord Blood sample is used for transplantation, the Client will provide Tran-Scell with such information as Tran-Scell may reasonably request relating to the transplantation, including information on engraftment, any adverse reactions related to infusion, the occurrence of graft versus host disease and survival.

4. RIGHTS TO SAMPLE:

Subject to Tran-Scell's rights to deal with the Cord Blood sample in the case of non-payment of fees, the Client shall have control of the Cord Blood sample. Upon the Child to whom the sample relates reaching the age of majority, Tran-Scell will recognize any legal claims made by the Child for the Cord Blood sample so long as this agreement and the Service Agreement are in effect. If the Service Agreement is

terminated or expires and the Client has not requested that the Cord Blood sample be retrieved or destroyed, the Cord Blood sample shall become the property of Tran-Scell and Tran-Scell shall be free to do what it chooses with the cord sample including, but not limited to, donating the Cord Blood sample to a public bank or destroying it. In the event Tran-Scell determines the sample is ineligible for storage, it will notify the Client and request instructions regarding the disposition of the sample. If the Client has not consented for the removal of the sample that is ineligible for storage from Tran-Scell's facility within sixty (60) days of being notified of its ineligibility for storage, Tran-Scell may dispose of sample or destroy it.

5. TRAN-SCCELL SERVICE AGREEMENT:

I agree to pay Tran-Scell all fees required for the ScellCare service as outlined in the service agreement between Tran-Scell and the Client (the "Service Agreement"). In the event I default on any on any payments, Tran-Scell will mail a letter to my last address on file providing me with a 10 days period to make the payment. If I do not make the payment within the 10 days period from the date of notification, Tran-Scell may terminate the Service Agreement and the Cord Blood sample will become the property of Tran-Scell. Upon termination of the Service Agreement by Tran-Scell, Tran-Scell will have no further obligations to the Client.

6. LIMITED LIABILITY OF TRAN-SCCELL:

In consideration for Tran-Scell agreeing to process, test, cryopreserve and store the Cord Blood, I hereby for myself, the birth father and my Child and for our respective guardians and other legal representatives, heirs and estates, irrevocably and unconditionally release and discharge Tran-Scell and its processing laboratory and their respective shareholders, directors, officers, employees, agents, representatives, and affiliates and their respective legal representatives, estates, successors and assigns, from and against any and all claims, causes of action or rights, known and unknown, that may arise from or relate to the activities and services described in this Informed Consent and the accompanying Service Agreement. Without limiting the foregoing, I further acknowledge that Tran-Scell is not responsible in any way for the actions of others including my physician and/or nurse, the birthing hospital or medical facility, staff of the hospital or medical facility, laboratory staff, and transporters of the Cord Blood. I understand that by agreeing to this release from liability I am giving up rights that I might otherwise have now or in the future to seek money damages or other remedies or relief from Tran-Scell, its affiliates, and other persons. In any event, the Client agrees that Tran-Scell's liability shall be limited to the return of an amount equal to all fees paid by me to Tran-Scell pursuant to the Service Agreement.

7. LEGAL AGREEMENT:

I UNDERSTAND that by signing this Informed Consent that I am agreeing to be legally bound by the terms of this agreement. At all times, this Informed Consent shall be read in conjunction with the Service Agreement.

I Certify that I understand the risks and benefits of Cord Blood collection and storage, that I have read the preceding or it has been read to me, that I understand its contents and that any questions I have pertaining to this Informed Consent and the Service Agreement have been answered.

Signature of Client: _____
_____ (Print Client's Name)

Witnesses:

1.

2.