



Stem Cell Banking Agreement

This is an Agreement between Transmedical For Life S.A.R.L and the parent (s):
..... (Client), who wish Transmedical For Life S.A.R.L to provide collection, processing, testing, cryogenic storage, and maintenance services for stem cells collected from their baby's umbilical cord and mother's placenta; cord blood and / or cord tissue following delivery.

1-Client's Responsibilities:

Client is responsible for reading, completing, and signing all enrollment documents including the "Parental Consent Form and Pledge" prior to birth of the child as well as paying all non refundable fees and is responsible for following all the instructions provided by Transmedical For Life S.A.R.L.

Client agrees to give Transmedical For Life S.A.R.L authorization to test maternal blood and/or cord blood. All information and test results obtained by Transmedical For Life S.A.R.L may only be used if required by law.

Client agrees to notify the physician or midwife of the desire to collect the baby's cord blood and/or tissue. Client is responsible for taking the collection kit to the hospital or birthing place.

The Client is responsible for the care of the cord blood cells and/or tissue during collection.

If the collected cord blood does not meet minimum requirements for storage (Cell count, viability, or volume), the Client will be consulted regarding the storage of the cells.

The Client is responsible for notifying Transmedical For Life S.A.R.L of any changes to his contact information (name(s), address) and payment method while this agreement is in effect.

At any time during the storage period only the Client, the child's legal guardian, the child after his or her eighteenth birthday or a proper court order can request in writing sent by certified mail to

P.O.BOX 113-6290 -Hamra, Beirut-Lebanon, for Transmedical For Life S.A.R.L to retrieve and prepare the stored cells for transport to a designated location in Lebanon.

2- Transmedical For Life S.A.R.L Responsibilities:

Transmedical For Life S.A.R.L will provide the Client with a collection kit in advance of the expected due date.

Transmedical For Life S.A.R.L will provide educational materials for the Client's physician or midwife. Transmedical For Life S.A.R.L will process the collected cord blood and/or cord tissue, freeze, and maintain the cord blood cells and/or cord tissue at cryogenic temperature of (-190 °C).

EU certified for Good Clinical and Good Laboratory Practice (GCLP)

Sin El Fil, Beirut-Lebanon, Charles Helou street, near Camelia Hotel, Charbel Saade Building, 1st floor,
Tel: +961 1 492805, Mobile: +961 70 836705, Fax: +961 1 492804, P.O Box 113-6290, Hamra, Beirut-Lebanon

www.tmforlife.com , info@tmforlife.com



Transmedical For Life S.A.R.L provides the Client with an individual account that will contain information necessary for the identification and management of the Client's stored stem cells and/or tissue.

It is understood that the Client's physician or midwife is in no way acts as an agent of Transmedical For Life S.A.R.L. Transmedical For Life S.A.R.L maintains the right to reject or promptly discard any sample in accordance with its standard operating procedures due to the presence of viral or bacterial contamination or lack of test results.

If this agreement is canceled, terminated, or expired, or if any payment is not made within sixty days of its due date, Transmedical For Life S.A.R.L will then undertake efforts to contact the Client regarding the stored cells and if no proper written response from the Client is received Transmedical For Life S.A.R.L will then dispose of the cells at the Client's expense and / or retains the right to discard or use the stem cells and/or cord tissue at its sole discretion.

Transmedical For Life S.A.R.L and its employees are not responsible for procedures or services performed by any third parties, including but not limited to, collection of cord blood and/or cord tissue at delivery center (hospital, clinics...), transportation and shipping.

Transmedical For Life S.A.R.L is not liable for any damages or claims except as listed in the insurance below.

3- Insurance:

If the performance of this Agreement is prevented, restricted, or interfered with by reason of war, sabotage and terrorism, pollution/contamination, nuclear energy, political risks of any kind, asbestos and moulds, motor liability, pure financial loss, product liability, explosion, and force majeure or act of God, Transmedical For Life S.A.R.L will be excused from such performances and not be liable for any damages whatsoever.

If the performance of this Agreement or any obligations arising under this Agreement is prevented, restricted, or interfered with by reason of fire, water damage, rain water damage, damage to physical building, loss of rent, earthquake, storm, lightning, and explosion from gas, flood, impact from vehicle, strikes, riots, and civil commotion than Transmedical For Life S.A.R.L liability shall not exceed in total the amount paid to Transmedical For Life S.A.R.L under this agreement.

4-Terms and Conditions:

Client understands and agrees that by signing this agreement, Client is giving up certain rights now or in the future to sue or otherwise seek money damages or other relief against Transmedical For Life S.A.R.L except as described in this agreement.

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Client releases Transmedical For Life S.A.R.L and its officers, directors, employees, successors and assigns from and against any and all fees, damages, penalties, claims, fines, costs, losses, liabilities, and other expenses of any kind (including, without limitation, attorney's fees) in connection with this Agreement, except to the extent such liabilities derive directly from acts committed by Transmedical For Life S.A.R.L that are willful and/or grossly negligent.

This agreement will be governed by the laws of Lebanon. Any dispute or controversy arising between the Client and Transmedical For Life S.A.R.L shall be resolved by binding arbitration. In the event of arbitration, or any court proceedings, the court or arbitrator may award reasonable attorneys fees and costs to the prevailing party in addition to any other relief to which the party is entitled.

This agreement may be canceled by the Client at any time while the child is a minor. When the child is eighteen years of age, he or she may cancel the agreement. Cancellation must be by written notice to Transmedical For Life S.A.R.L and sent by certified mail.

If the child declines to continue Transmedical For Life S.A.R.L services beyond the initial twenty five years period, this agreement will expire.

This agreement, together with the "Parental Consent Form and Pledge", constitutes the entire agreement between the parties and supersedes all previous agreements or representation, oral or written, relating to the subject of this agreement.

This agreement may only be modified or amended in writing signed by each party. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Client agrees to the potential release of any abnormal test results to the Client's and/or newborn's primary care physician:
Yes No (signature.....)

5-Costs:

A. The Client shall pay the total sum of..... US\$ (in words
.....dollars)
to Transmedical For Life S.A.R.L for the total cost for:

1. Cord blood collection
2. Cord blood processing
3. Maternal blood testing for the following:
 - a. Syphilis
 - b. Hepatitis C (HCV)
 - c. Hepatitis B (HBV)
 - d. Human Immunodeficiency virus (HIV)
 - e. Human T Lymphocyte Virus (HTLV)
 - f. Cytomegalo Virus (CMV)
 - g. Epstein Barr Virus (EBV)
4. Viability testing of the processed cord stem cells

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5. Isolation and storage of a DNA sample from the collected cord.
6. Quarantine of the cord blood stem cells and the DNA samples in a designated nitrogen vapor storage tank
7. Storage of the cord blood stem cells and/or cord tissue sample for 25 years in the main nitrogen vapor tank at -190 °C.

B. Cord tissue storage for a fee of.....US\$

C. Total amount ofUS\$ (in words
.....dollars)

D. Methods of Payment:

- a) Onetime payment of..... US\$
- b) US\$ down payment and the outstanding balance to be paid within a period of six month from the date of the delivery as follows.....

E. Extra costs

- a) For storage beyond the twenty five years period there will be an annual storage fee (maintenance fee) of.....US\$.
- b) For shipping inside Lebanon there is a fee of.....US\$ per sample. Shipping is performed using nitrogen vapor CryoShipper tank.
- c) For thawing and washing there is a fee of.....US\$ per sample.
- d) HLA typing is at a cost of.....US\$. HLA typing can be performed at the time of processing or any time after by using the stored DNA Sample.
- e) Characterization of the stem cells for a fee of.....US\$ per Cluster of differentiation (CD).

F. If the maternal blood test is positive for infectious diseases then the Client will only be charged an amount of.....US \$ only.

Failing to pay the above mentioned sum will result in the termination of this contract and the Client loses all rights to the stored cord cells and/or cord tissue.

Both parties acknowledge they have read this agreement, understand its terms and conditions, and agree to be bound by it

Client Name:.....

Client Address:

Client Signature: _____ Date _____

Transmedical for life S.A.R.L Signature: _____ Date _____

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