

Dear Parents,

Welcome to M.A.Z.E. Cord Blood Laboratories. This is a wonderful and exciting time in your life and we are glad that you are considering including us in your medical care.

The enclosed brochure should help to answer most of your questions regarding cord blood banking. However, we encourage you to call our lab at (914) 683-0000, should you have any additional questions. If you have not already done so, and are interested in visiting our office or meeting with a coordinator, please feel free to set up an appointment.

Enclosed are all the forms you will need to register for cord blood storage. We have tried to make the process as simple as possible:

- Fill out the **Demographics and Health History** Form. This will allow us to contact you as well as review your medical history.
- Read and sign the **Informed Consent**, which describes the process of cord blood banking and what our responsibilities include.
- Review and sign the **Financial Agreement**, which describes our fees and payment schedules as well as our limits of liability. Please make sure to include the credit card you will use for making payment or we cannot process your registration.
- Review and sign our **Authorization to Disclose Health Information** form, which allows us to release your records to appropriate providers.

Please mail all the original forms to us in the enclosed envelope.

When we receive all of your forms, we will bill your credit card for \$100 and mail you your processing kit. The balance of your fee will not be billed until immediately after the cord blood is processed.

Please make sure to take your kit with you to the hospital and to inform the delivery nurse who is checking you in that you plan to bank your baby's cord blood.

After the baby is born and the cord blood is collected, please have someone call the number on the box and we will have a courier pick up the blood.

Once our courier picks up the blood you can rest assured that your baby's cord blood is in the best hands. You will receive a report on both your blood and the baby's blood a few weeks later and annually you will receive a postcard asking for any change of address or personal status.

Again, thank you for considering M.A.Z.E. Cord Blood Laboratories. We will do everything within our power to make this experience as uncomplicated as possible for you. We wish you much joy in the impending birth of your child.

Sincerely,
Michael A. Werner, M.D., FACS
Clinical Director

John's Story

From John's first day home as a newborn, there were hints that something was wrong. He screamed and cried, and slept too much. He also had feeding problems, at times not eating at all. When John was 3½ months old, his mother, Danielle, noticed that his right arm hung stiffly at his side. His right hand was always clenched like a fist, unable to pick up a toy, and he seemed to be leaning to the left.

An MRI at 6 months revealed that John had had a stroke in utero and suffered extensive damage to the left side of his brain. With this terrible news, Danielle embarked on a long night of Internet research and found a pediatric stroke specialist in California who believed a cord blood transfusion might help John. The doctor told Danielle that Duke University was conducting a clinical study in which cord blood was being used to treat cerebral palsy.

John was accepted into the study and the family traveled to North Carolina. During their two-day visit to Duke, John received a transplant using half of the cord blood that had been stored when he was born.

Coming home from the airport with his family, John showed a sudden change for the better: he playfully put both arms over his head, something his mother says he'd never done before. Over time he was also able to sit up straight and spin around, and his right hand was open and functioning, changes that Danielle also attributes to a combination of the cord blood transfusion and physical therapy.

Recent photos show him eating corn on the cob using both hands and running gleefully to hug his mother with both arms.

Danielle says that cord blood banking "is like an insurance policy. If we hadn't saved it and then needed it, it would have been devastating."



PAYMENT OPTIONS

M.A.Z.E. Cord Blood Laboratories is committed to keeping cord blood banking as affordable as possible. Therefore, we offer two payment options, both of which are significantly lower than other banks.

OPTION I

One upfront payment includes kit, processing, and 20 years storage.

REGISTRATION & KIT FEE	\$100
PROCESSING/STORAGE	\$1,910 (Includes 20 years of storage.)

TOTAL COST FOR 20 YEARS: \$2,010

OPTION II

Upfront fees for kit, processing, and one year of storage. An annual storage fee of \$95** will be billed annually.

KIT -	\$100
PROCESSING	\$1,200
ONE YEAR STORAGE	\$95
TOTAL INITIAL PAYMENT	\$1,395
TOTAL 20-YEAR COST	\$3200

Courier fees are included for certain hospitals, please call our office at (914) 683-0000 to determine if there is an additional courier fee and to determine charges.

** Please note that renewal fees will be guaranteed at \$95 annually for 10 years from the birth of your child. After 10 years, the fee for renewal will be the then current fee charged by our laboratory.

CORD BLOOD COLLECTION: DEMOGRAPHIC AND HEALTH HISTORY

<p>MOTHER'S NAME:</p> <p>_____</p> <p align="center">First Middle Last</p> <p>Date of Birth: _____ SSN: _____</p> <p>Occupation: _____</p> <p>Due Date: _____</p>	<p>FATHER'S NAME:</p> <p>_____</p> <p align="center">First Middle Last</p> <p>Date of Birth: _____ SSN: _____</p> <p>Occupation: _____</p>
<p>ADDRESS:</p> <p>_____</p> <p align="center">Street Apt.#</p> <p>_____</p> <p align="center">City State Zip Code</p>	<p>ADDRESS:</p> <p>_____</p> <p align="center">Street Apt.#</p> <p>_____</p> <p align="center">City State Zip Code</p>
<p>TELEPHONE NUMBERS:</p> <p>Home: _____</p> <p>Work: _____ Ext. _____</p> <p>Cell: _____</p> <p>Email: _____</p>	<p>TELEPHONE NUMBERS:</p> <p>Home: _____</p> <p>Work: _____ Ext. _____</p> <p>Cell: _____</p> <p>Email: _____</p>

HOSPITAL INFORMATION

<p>DELIVERY HOSPITAL:</p> <p>NAME: _____</p> <p>Address: _____</p> <p>_____</p> <p align="center">Street Apt.#</p> <p>_____</p> <p align="center">City State Zip Code</p> <p>Phone: _____</p>	<p>OB/CNM INFORMATION:</p> <p>NAME: _____</p> <p>Address: _____</p> <p>_____</p> <p align="center">Street Apt.#</p> <p>_____</p> <p align="center">City State Zip Code</p> <p>Phone: _____ Fax: _____</p>
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CORD BLOOD STORAGE HEALTH HISTORY

INDICATE YES OR NO TO QUESTIONS BELOW	MOTHER		FATHER	
	YES	NO	YES	NO
01 Have you ever had viral hepatitis, jaundice, or a positive blood test for viral hepatitis? If "yes" specify which type and when:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
02 In the past 12 months, have you received a blood transfusion, an organ or tissue transplant, had an accidental needle stick or come in contact with someone else's blood? If "yes" please give details:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
03 In the past 12 months, have you lived with or had sexual contact with anyone who has active or chronic viral hepatitis or yellow jaundice? If "yes" please describe type and whether active or chronic:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
04 Have you ever had a positive test for the HIV (AIDS) or HTLV viruses? If "yes" which and when:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
05 In the past 3 years, have you immigrated to the U.S.? If "yes" when and from where:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
06 Have you ever had Babesiosis or Chagas disease?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
07 Have you or anyone in your family had Creutzfeldt-Jakob Disease (CJD) or been told that you may be at risk for CJD?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

NAME: _____

INDICATE YES OR NO (continued)	MOTHER		FATHER	
	Yes	No	Yes	No
08 Have you ever had brain surgery? If so, have you received a dura mater (or brain covering) graft?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
09 Have you ever received human pituitary-derived growth hormone?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10 Since 1980, have you knowingly obtained and been injected with a non U.S. licensed drug product made from cattle, such as bovine beef insulin?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11 From 1980 through 1996, did you spend time that adds up to three (3) months or more in the United Kingdom? If "yes" please indicate where and when:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12 From 1980 to present, did you spend time that adds up to five (5) years or more in Europe? If "yes" please indicate where and when:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13 From 1980 to present, did you receive a blood transfusion in the United Kingdom or France? If "yes" please indicate where and when:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14 In the past 3 months, have you been exposed to any infectious diseases? If "yes" please indicate where and when:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15 Do you have any genetic disorders? If "yes" please describe:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16 Do any siblings/family members have any genetic disorders? If "yes" please describe:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17 Do you use drugs or alcohol? If "yes" please describe:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18 Do you have a history of Cancer? If so, which type and when:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19 Do you currently have an acute respiratory disease? If "yes" please describe:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20 Do you currently have an active infectious skin disease? If "yes" please describe:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21 Do you or have you had tuberculosis? If "yes" please give date, diagnosis and treatment you've received:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22 Do you have any blood clotting disorders (coagulation or platelet disorders)? If "yes" please describe:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
23 In the past three years, have you traveled outside the United States or Canada? If "yes" where and when?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
24 In the past three years, have you travelled to any area where malaria prophylaxes are recommended? If "yes" where and when?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
25 In the past 8 weeks, have you had any vaccinations or other shots? If "yes" please describe:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
26 In the past 8 weeks, have you had contact with someone who had a smallpox vaccination? If "yes" please describe:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Signature of Mother: _____ Signature of Father: _____ Date: _____

MAZE Lab Use Only

Biohazardous: yes no Reason: _____

Comments: _____

Signature of MAZE Cord Blood Laboratories Physician: _____ Date: _____

DONOR INFORMED CONSENT CORD BLOOD DONATION

By signing below, I request that blood be collected from my child's umbilical cord and placenta ("cord blood") at the time of my child's delivery in accordance with this Consent. I further request that the cord blood be processed and stored through the services provided by M.A.Z.E. Cord Blood Laboratories, Inc. ("M.A.Z.E."). I understand that certain processing services shall be provided through M.A.Z.E.'s arrangements with third party vendors, including, but not limited to New York Blood Center ("Vendors"). I understand that this Donor Informed Consent gives me information regarding the collection, processing, and storage of my child's cord blood.

1. Purpose: I am agreeing to the collection, processing, and storage of my child's cord blood so that the cord blood can be transplanted into an individual in the future, provided such individual's transplanting physician writes an appropriate prescription.
2. Use of Stem Cells: I understand that cord blood contains special cells called "stem cells" that may restore blood-forming elements when transplanted in association with treatment of certain types of cancer and blood disorders. Other sources of stem cells exist, including bone marrow and peripheral blood, and some stem cells harvested from these other sources have been used successfully to treat some diseases. I also understand that other ways of treating these diseases may be found in the future perhaps rendering unnecessary the stem cells in my child's cord blood.
3. Risks of Storage: I understand that cord blood can be safely stored for a number of years, although the exact length of time that safe storage can be maintained is not known. Although the freezing technique used for cord blood has been used for many years to preserve bone marrow and other blood cells successfully, it has been used to freeze cord blood only relatively recently.
4. No Guarantee: I understand that the use of stem cells collected from umbilical and placenta blood is still considered experimental even though the same type of cells harvested from other sources, such as bone marrow, have been used to treat diseases successfully for many years. There is no guarantee

that the cord blood stem cells will be a match for any particular member of my family or that cord blood transplant will provide a cure. As with any transplant therapy, therapeutic success depends upon many factors beyond the stem cells themselves including patient condition, type of disease, recipient-donor relationship and matching, and other factors.

5. Risks and Benefits: I understand there are risks and benefits to the collection of cord blood and natural blood samples. Possible current benefits are that the stem cells could be used in the treatment of 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, and bruising or discomfort accompanying the taking of my blood from my arm.
6. Consent to Prior Blood Testing: I consent to my obstetrician or attending physician testing or ordering a test of my blood before the estimated date of my delivery for infectious diseases, such as HIV, hepatitis, human t-lymphotrophic virus, cytomegalovirus, syphilis, and other tests required by the FDA and other applicable regulatory agencies. I further consent to M.A.Z.E., following my delivery, testing or ordering a test of my blood for infectious diseases in connection with the processing and testing of the cord blood unit. I understand that this testing may be done through a separate or affiliated laboratory.
7. Results of Blood Testing: I understand that if my blood tests positive for any infectious disease tests, my baby's cord blood may be ineligible for processing, storage, and transplantation and I will be notified by M.A.Z.E. regarding such ineligibility. I understand that determination of the eligibility of the cord blood shall be made by M.A.Z.E., in its sole discretion, and that I should consult my physician regarding treatment for any such infectious disease.
8. Release of Blood Test Results: I hereby consent to the release of the results of the infectious disease tests and the release of my own and my baby's

medical records to M.A.Z.E. and its Vendors and to such results becoming a permanent part of the cord blood record. I understand that the results of these tests will not be disclosed to any other party without my written consent, except to the extent disclosure is required or permitted by law.

9. Request for Cord Blood Collection: I will request that my obstetrician or nurse midwife, following the birth of my child, collect the cord blood using the collection kit provided by M.A.Z.E. I understand my obstetrician or nurse practitioner will collect the cord blood while waiting for the placenta to be delivered or after the placenta has been delivered.

10. Decision to Collect Cord Blood: I agree that my health and the health of my child are the first priorities. Therefore, there is no guarantee that my child's cord blood will be collected. I understand that my obstetrician or certified nurse midwife will make the final decision as to when and if my child's cord blood will be collected. I understand that, although infrequent, complications may occur at birth and it may not be possible for my obstetrician or certified nurse midwife to collect my child's cord blood. I understand that the collection process will not start until my obstetrician or certified nurse midwife has determined that the collection process will not harm my child. After considering the foregoing, I am consenting:

- a. to have my obstetrician or certified nurse midwife collect the cord blood after the birth of my child; and
- b. to have M.A.Z.E. or its Vendors perform cell viability, total cell number, stem cell concentration, blood typing, and bacteria and fungus tests on my child's cord blood unit to assist in determining the nature and quality of the cord blood.

11. Ability to Store Cord Blood: I have been told that after collection, the cord blood unit has to be processed before it can be frozen. I understand that there is no way of knowing if the cord blood unit is suitable for storage until it has undergone processing by M.A.Z.E. or its Vendors and my blood has been tested for infectious diseases by M.A.Z.E. or its Vendors. There is no guarantee the cord blood will be stored.

12. Cord Blood Ineligible for Storage: If M.A.Z.E determines that the cord blood unit is ineligible, or if test results or other documentation is not available, M.A.Z.E. will attempt to find out my instructions as to disposition of the cord blood. M.A.Z.E also maintains the right to reject any cord blood unit. Some examples of unsuitable cord blood units include, without limitation, the following:

- a. The cord blood unit has fungal or bacterial contamination.
- b. The cord blood may clot prior to, or during, the collection process.
- c. The volume of the cord blood may be inadequate, or the number of stem cells may be inadequate to support transplantation.
- d. The placenta delivery may take an unacceptably long time after delivery of the newborn infant.
- e. Unforeseen circumstances beyond the control of the physician or of M.A.Z.E.
- f. After processing or storage, the stem cells may lose viability and usefulness.
- g. My blood may test positive for an infectious disease.

13. Cord Blood Eligible for Storage: If the cord blood is eligible for storage, M.A.Z.E and its Vendors will label it with a unique identifier and freeze, and store the cord blood unit.

14. Retesting of Donor and Cord Blood: I understand that I may be asked to be retested for infectious diseases or to provide an additional sample of blood for possible retesting as new standards, guidelines or regulations may require. I also understand that M.A.Z.E. may, from time to time and in its sole discretion, perform additional periodic testing on stored cord blood, which would reduce the amount of cord blood stored.

15. Consent to Transport of Cord Blood: At any time during the storage period, only I, the child's legal guardian, the child after he/she is no longer legally a

minor, or a proper court order can request that M.A.Z.E, retrieve and prepare the stored cord blood for transport to another designated location. All such requests must be in writing sent by certified mail. I further understand that a request for transplantation requires a written prescription from transplanting physician.

Food & Drug Administration, Department of Health and Human Services, or other government agencies may inspect records in accordance with applicable federal, state, or local laws or other regulatory authoritative regulations.

16. Cord Blood Financial and Storage Agreement: In signing this Consent I acknowledge that I have also signed the Cord Blood Financial and Storage Agreement, the terms of which are incorporated herein. I understand the fees charged in connection with M.A.Z.E.’s service are set forth in the Cord Blood Financial and Storage Agreement.

18. Rights to Cord Blood. Subject to the orders of any court of competent jurisdiction and to the terms and conditions of this Consent and the Cord Blood Financial and Storage Agreement, I understand that all right, title, and interest in the Cord Blood shall belong to me until my child reaches the age of majority recognized in the child’s domicile (“age of majority”, typically at age 18), whereupon such right, title, and interest in the Cord Blood shall belong to the child.

17. Records: I understand that appropriate confidentiality will be maintained for all patient records concerning M.A.Z.E.’s service, but that the

I have read and understand this Consent and know that I can refuse M.A.Z.E.’s service without prejudice. I am signing below prior to the collection of cord blood. I understand that my decision to collect and store my child’s cord blood is voluntary. I understand that by my signature below I am verifying that I have been given an opportunity to and have read all of the information in this Consent. I recognize that before signing this Consent I had the opportunity to call M.A.Z.E. at (914) 683-0000 to ask questions regarding the processing and storage of cord blood. I also recognize that before signing this Consent I should consult with my obstetrician and/or attending physician regarding questions concerning the collection of blood or my treatment during delivery, including clarification of medical terms, and that M.A.Z.E. is not my physician nor providing me with professional or medical services.

Signature of Donor (Legal Name)

Print Name of Donor (Legal Name)

Date

Where applicable:

Signature of Child’s Father (Legal Name)

Print Name of Child’s Father (Legal Name)

Date

CORD BLOOD FINANCIAL AND STORAGE AGREEMENT

THIS CORD BLOOD FINANCIAL AND STORAGE AGREEMENT ("Agreement") is made and entered into as of the Effective Date, by and between M.A.Z.E. Cord Blood Laboratories, Inc., a New York State corporation ("M.A.Z.E."), and _____ ("Donor"). M.A.Z.E. and Donor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Donor wishes that the blood collected from her child's umbilical cord and placenta ("Cord Blood Unit") at the time of the child's delivery ("Child") be processed, frozen, and stored at M.A.Z.E.'s facility and/or such third party vendors as selected by M.A.Z.E.; and

WHEREAS, M.A.Z.E. desires to, following successful completion of certain testing performed on the collected Cord Blood Unit, process, freeze, and store the Cord Blood Unit, consistent with statutory requirements and each and all of the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants and conditions herein, the Parties hereby agree as follows:

1. PROCESSING, FREEZING AND STORAGE

a. By his/her signature below, Donor acknowledges the receipt and execution of a Donor Informed Consent in connection with the provision of processing, freezing, and storage services for the Cord Blood Unit and testing of the Donor's blood for infectious diseases by M.A.Z.E. The terms of such Donor Informed Consent are incorporated herein by reference.

b. M.A.Z.E. shall provide the Cord Blood Kit for the collection of cord blood from Donor's Child's umbilical cord and placenta during his or her delivery for a non-refundable fee equal to One Hundred

(\$100) Dollars (the "Kit Fee") payable by Donor at the time of execution of this Agreement.

c. Donor agrees to pay M.A.Z.E., as compensation for the processing, freezing, and storage of Cord Blood Unit and the testing of Donor's blood for infectious diseases ("Processing and Storage Fees 1"), under one of the two following payment schedules, as elected by Donor:

i. **Option 1** - an amount equal to (\$1,910) One Thousand Nine Hundred and Ten Dollars ("Processing Fee") which includes storage for 20 years at no charge; or

ii. **Option 2** - an amount equal to One Thousand Two Hundred (\$1,200) Dollars ("Fixed Portion") plus an annual fee in the initial year and each calendar year thereafter ("Annual Portion") for the term of this Agreement (the "Fixed and Annual Portion" shall be collectively referred to as "Processing and Storage Fee 2"). The Annual Portion for the initial year and the subsequent ten (10) calendar years ("Locked Period") shall be \$95. For each year subsequent to the Locked Period, the Annual Portion shall be billed at M.A.Z.E.'s then-current fee.

d. At the time of execution of this Agreement, Donor shall provide M.A.Z.E. with the following information: Credit Card Number, Type of Credit Card, and Expiration Date of Credit Card.

e. Upon execution of this Agreement by Donor, M.A.Z.E. shall be authorized to charge the Credit Card for the Kit Fee.

f. After delivery of child at the hospital, Donor or her designee shall notify M.A.Z.E., in compliance with instructions in the Cord Blood Kit, and M.A.Z.E. shall arrange for the pick up and transfer of the Cord Blood Unit to M.A.Z.E.'s facility. Responsibility for completing the Cord Blood Kit in accordance with the instructions shall be assumed solely by the physician or other health care practitioner involved in the delivery of child. Following transfer of

Cord Blood Unit to M.A.Z.E.'s facility, M.A.Z.E. shall be authorized to charge the Credit Card for

i. Processing Fee 1, if Donor chooses **Option 1** or

ii. the Fixed Portion and the initial Annual Portion of Processing and Storage Fee 2, if Donor chooses **Option 2**.

g. Donor acknowledges that Cord Blood Units will be deemed eligible for storage regardless of the quantity of blood, CD 34+ count or TNC. In the event M.A.Z.E. determines that the Cord Blood Unit is ineligible for processing and freezing for any reason, M.A.Z.E. will give Donor written notice of such determination. Within thirty (30) days of the date of such notice of ineligibility, this Agreement shall automatically terminate, M.A.Z.E. shall destroy such Cord Blood Units as it deems appropriate, and M.A.Z.E. will refund all amounts paid hereunder to Donor excluding kit fee and courier or transportation costs incurred by M.A.Z.E.

h. If Donor chooses **Option 2**, in addition to the Fixed Portion of Processing and Storage Fee 2, Donor agrees to pay to M.A.Z.E. each calendar year the Annual Portion of Processing and Storage Fee 2. Thirty (30) days in advance of each calendar year, Donor shall provide M.A.Z.E. with either (i) the following information: Credit Card Number, Type of Credit Card, and Expiration Date of Credit Card, or (ii) a check in the amount of \$95 made payable to M.A.Z.E. Cord Blood Laboratories, Inc. and mailed to 2975 Westchester Avenue, Purchase, NY 10577. Where Donor provides credit card information, M.A.Z.E. shall be authorized to charge the Credit Card for the Annual Portion of Processing and Storage Fee 2 annually.

i. Donor accepts that should Donor's Credit Card issuer refuse to honor a M.A.Z.E. charge request for any reason and Donor fails to arrange for another method of payment within ten (10) days of notice, this Agreement shall be subject to termination by M.A.Z.E., as provided in Section 4(d) below.

2. STORAGE FEES

a. If Donor chooses **Option 1**, Processing Fee 1 includes the storage of the Cord Blood Unit for a period of twenty (20) years ("Storage Period").

b. If Donor chooses **Option 2**, for so long as Donor continues to pay the Annual Portion of Processing and Storage Fee 2 during the Storage

Period, M.A.Z.E. shall continue to store the Cord Blood Unit. Should, following the Locked Period, Donor find the Annual Fee unacceptable, Donor shall have thirty (30) days from the date the Annual Fee is due under Section 1(h) above to inform M.A.Z.E. as to (i) whether Donor wishes to store such Cord Blood Unit at another storage facility. Donor must make all arrangements for the transfer and will be responsible to pay all fees that are incurred including a possible transfer fee from M.A.Z.E., or (ii) the manner in which Donor wishes to dispose of the Cord Blood Unit. Should Donor fail to make payment of the Annual Portion of Processing and Storage Fee 2 in any year as set forth above, this Agreement shall be subject to termination by M.A.Z.E., as provided in Section 4(d) below.

c. Should Donor, after the Storage Period, wish to continue to store the Cord Blood Unit at M.A.Z.E.'s facility, under both **Option 1** and **Option 2**, Donor shall pay an additional Storage Fee for each such additional Storage Period at M.A.Z.E.'s then-current rates.

d. All Fees paid by Donor to M.A.Z.E. are non-refundable. Notwithstanding the foregoing, if this Agreement is terminated by M.A.Z.E. (as per section 4(b)(vi) and Donor has paid for the 20 year storage plan, M.A.Z.E. will reimburse to Donor pro rata at a rate of \$50 per unused year. Upon termination of this Agreement, Donor waives all claims and agrees that M.A.Z.E. has no further liability to Donor or with regard to the Cord Blood Unit.

3. RELEASE OF CORD BLOOD UNIT

a. M.A.Z.E. shall release the Cord Blood Unit only to Donor or to Child (after his or her eighteenth birthday) provided the appropriate, current Authorization to Release Cord Blood Unit is executed ("Authorization"). Following thirty (30) days' prior written notice and receipt by M.A.Z.E. of a duly executed Authorization, M.A.Z.E. shall release the Cord Blood Unit to the authorized person who executes the appropriate, current Acknowledgment of Cord Blood Unit Release ("Acknowledgment"). Donor shall be solely responsible for ensuring an authorized individual, or his/her designee, executes the Acknowledgment prior to the release of the Cord Blood Unit by M.A.Z.E. Failure of Donor to obtain an executed Acknowledgment shall be considered a termination event and shall result in the termination of this Agreement as provided under Section 4 below. Donor or Child shall pay any costs involved in shipping of Cord Blood Unit, which will be determined by the then-current shipping fees of M.A.Z.E. All Cord Blood Units released by M.A.Z.E. are provided "as is" without

warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

b. Donor acknowledges that all financial obligations stated hereunder need to be satisfied prior to release of Cord Blood Unit by M.A.Z.E. and that M.A.Z.E. is not obligated to release Cord Blood Unit until this satisfaction occurs.

4. TERM AND TERMINATION

a. This Agreement shall commence on the date hereof and shall continue for the Storage Period following the first deposit of the Cord Blood Unit into storage, subject to earlier termination as herein provided. Thereafter, this Agreement may be renewed for a successive Storage Period only upon the mutual agreement of the parties.

b. This Agreement shall terminate upon the happening of any one of the following events ("Terminating Event"): (i) release of the Cord Blood Unit in accordance with the terms of Section 4 hereof; (ii) written direction of Donor to M.A.Z.E. authorizing destruction of the Cord Blood Unit; (iii) failure of Donor to pay fee when due; (iv) failure of Donor to obtain a signed Acknowledgement as required by Section 3(a) above; (v) failure of Donor to provide blood samples as requested by M.A.Z.E., or (vi) either Party delivers thirty (30) days' written notice to the other terminating this Agreement.

c. Upon the occurrence of any Terminating Event, all obligations of M.A.Z.E. for processing, freezing, and storage of the Cord Blood Unit, except with respect to obligations contained in Section 9, shall cease and Donor shall make arrangements for release, use, or other disposition of the Cord Blood Unit within fifteen (15) days. Should Donor fail to arrange for the disposition of the Cord Blood Unit within such fifteen (15) day period, M.A.Z.E. shall have the right to destroy such Cord Blood Unit as it deems appropriate.

d. Notwithstanding any provision to the contrary in this Agreement, including, without limitation, this Section 4, if Donor fails to pay either Processing and Storage Fee 1 or any portion of Processing and Storage Fee 2 when due hereunder and such fee has not been paid for thirty (30) days from the date due, M.A.Z.E. may destroy or dispose of such Cord Blood Unit, as it deems appropriate, without any notice to Donor. Upon such destruction, this Agreement shall be deemed terminated.

e. If Donor is no longer located at the address set forth in the signature block below and fails to timely provide a forwarding address to M.A.Z.E. as required by Section 8 below, M.A.Z.E. may, at its option, deem the Donor to have consented to the termination of this Agreement. Upon any such termination, M.A.Z.E. may destroy or dispose of the Cord Blood Unit, as it deems appropriate, without any further notice to Donor.

5. RELEASE

a. Donor has been advised and understands that there are inherent risks in the process of freezing and thawing Cord Blood Units, including but not limited to, destruction of or damage to the cord blood or reduced capacity or life span of the stem cells after thawing. Due to the nature of the chemicals and equipment required for cord blood storage, there is a risk of destruction of the Cord Blood Unit as a result of equipment malfunction or damage to the storage vial. Donor acknowledges that at no time should MAZE's liability exceed the total amount paid to MAZE under this agreement. MAZE will not be liable for any special, indirect or consequential damages including, without limitation, damages arising under any cause of action.

b. Further, Donor understands that the Cord Blood Unit may be damaged or destroyed due to factors beyond the control of M.A.Z.E., such as theft, natural disasters or acts of God. In consideration of the foregoing, Donor for herself and for her heirs, spouse, executors, administrators, agents, representatives, successors, and assigns, hereby releases and forever discharges M.A.Z.E., its shareholders, directors, officers, employees, agents, and representatives, as well as the health care facility at which the Cord Blood Unit is collected and the physician(s) and health care professional(s) involved in the collection of the Cord Blood Unit, from, and hereby waives all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defense, offsets, or demands, whatsoever arising out of or relating to, directly or indirectly, the collection, freezing, storage, release, loss, damage, or destruction of the Cord Blood Unit. It is the intention of the Parties hereto that the foregoing general release shall be effective as a full and final accord and satisfaction of and as a bar to all actions, causes of actions, obligation, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, defenses, offsets, or demands referred to hereinabove and shall survive termination of this Agreement for any reason whatsoever.

c. This general release shall extend to and cover any claim based on any alleged act or omission of M.A.Z.E. and the other releasees described above, whether known or suspected at the time of the execution of this release, or which becomes known to or suspected by Donor, at any time in the future.

6. NO WARRANTY

a. Donor acknowledges that neither M.A.Z.E., nor any of its officers, directors, shareholders, executives, or employees has made any other representations or warranties to Donor 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; and (iii) advantages of cord blood transplantation over other types of treatment using stem cells.

b. When using stored umbilical cord blood, there are many varied factors that determine the success of the transplant. Some of the known factors include, but are not limited to, the receptivity of the patient to a transplant, the type of disease for which treatment is being provided, the match between donor and recipient, and the underlying medical care being provided to the patient. At this point in time, the chance that a family will need to use a child's stored umbilical cord blood is relatively low. Also, should the need arise for a transplant, there is no guarantee that the stored umbilical cord blood will either provide a match or a cure for a particular disease.

7. INDEMNIFICATION OF THIRD PARTY ACTIONS OR CLAIMS.

Donor agrees to indemnify, defend, and hold harmless M.A.Z.E., its shareholders, directors, officers, employees, agents, and representatives from and against any loss or damage, including, without limitation, expenses, attorneys' fees, claims, liabilities, defenses, offsets or demands, whatsoever, sustained by M.A.Z.E. as a result of or relating to the testing, collection, freezing, storage, release, processing, loss, damage, destruction, use, or other disposition of the Cord Blood Unit.

8. LIQUIDATED DAMAGES

It is acknowledged and agreed that there are substantial risks of loss, damage, or destruction of the Cord Blood Unit and that in the event of such loss, damage, or destruction it would be impractical or extremely difficult to determine the nature and extent of

the damage which the Donor may claim to sustain as a result of any alleged breach of contract, negligence, or any other cause attributable to M.A.Z.E. Accordingly, the parties agree that in the event of any such loss, damage, or destruction of the Cord Blood Unit, for any reason whatsoever, after delivery thereof to M.A.Z.E., a reasonable liquidated damage for M.A.Z.E. to pay in response to any such claim of liability by the Client is a sum equal to the total Processing and Storage Fees paid by Donor under either **Option 1** or **Option 2** of this Agreement reduced on a pro-rata basis for the previously completed portion of the Storage Period. Donor's recovery is therefore limited to a damage award in said amount. The parties agree that the foregoing liquidated damages are in fact liquidated damages, not penalties, and that such damages shall be Donor's sole and exclusive remedy for the loss, damage, or destruction of Cord Blood Unit.

9. NOTICES

Any notice required or permitted to be provided to a Party hereunder shall be in writing and shall be effective as of the date personally delivered or sent by electronic facsimile or three (3) days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the Party at the address set forth beneath such Party's signature hereto or at such other address as a Party may hereafter request in writing be used for that purpose. Donor acknowledges that it is Donor's obligation to provide a correct mailing address for Donor at all times during the term hereof.

10. RECORDS

M.A.Z.E. shall maintain complete and accurate records of Cord Blood Unit processed, frozen, stored, and released in a manner and for such time periods in accordance with applicable law and such records shall be open to inspection by the New York State Department of Health, Food and Drug Administration, Department of Health and Human Services, and all other applicable governmental agencies.

11. MISCELLANEOUS PROVISIONS

a. Entire Agreement. This Agreement represents the entire agreement between the Parties concerning the subject matter hereof and there are no understandings, agreements, or representations other than as herein set forth. 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.

b. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York. Each party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be brought in the courts of the State of New York in Westchester County. By execution and delivery of this Agreement, each such party hereby (i) accepts the jurisdiction of the aforesaid courts; (ii) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue set forth above; and (iii) further waives any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

c. Effective Date. The Effective Date shall be the date on which this Agreement is executed below by M.A.Z.E.

d. Additional Provisions. If any provision of the Agreement is determined to be unenforceable, the remaining provisions hereof shall nevertheless be fully enforceable in accordance with their terms. No assignment by Donor of this Agreement or the rights and obligations hereunder shall be valid. This Agreement may be assigned by M.A.Z.E. The Parties agree to execute and deliver such other documents and perform such further acts as shall be reasonably necessary to carry out and effectuate the purposes of this Agreement. The waiver by any Party of any default, misrepresentation, or breach of any provision of this Agreement shall not be deemed to extend to any prior or subsequent default, misrepresentation, or breach of such provision or any other provision of this Agreement. This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding agreement. This Agreement shall not be modified, except in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Donor Signature: _____ **Date:** _____

Name (Print): _____

Address: _____

Telephone No: _____

Where applicable:

Father Signature: _____ **Date:** _____

Name (Print): _____

Address: _____

Telephone No: _____

AUTHORIZATION FORM FOR THE RELEASE OF PATIENT INFORMATION

I hereby authorize the use and disclosure of the results of my tests for infectious diseases in connection with my donation of blood, collected from my baby's umbilical cord and placenta ("cord blood") at the time of my delivery for the collection, processing and storage of cord blood. I understand that this authorization is voluntary.

I understand that in order to proceed with the cord blood donation, I will be required to have certain infectious disease tests performed on both my blood and the cord blood.

I hereby authorize the use or disclosure of these test results to M.A.Z.E. Cord Blood Laboratories, Inc. ("M.A.Z.E."), the vendors with which M.A.Z.E. has arrangements for the provision of such infectious tests ("Vendors"), my obstetrician or certified nurse midwife, and such governmental or regulatory agencies as may be required by law.

I understand that this authorization will not expire. I further understand that I may revoke this consent, but that if I do so I will not be eligible to participate in the cord blood service provided by M.A.Z.E. I understand that to revoke this consent at any time I must mail a signed letter of revocation to M.A.Z.E. Cord Blood Laboratories, Inc. at 2975 Westchester Avenue, Purchase, New York 10577. I understand that revoking this consent will prohibit M.A.Z.E. from using and disclosing my identifiable test results after the date my letter of revocation is received and processed by M.A.Z.E.; however, it will not affect any prior use or disclosure of my identifiable test results. I understand that I will get a copy of this form after I sign it.

I also understand that if a person or organization authorized to receive my information is not a health plan or health care provider, the released information may be subject to re-disclosure and may no longer be protected by the federal privacy regulations.

Signature of patient or patient's representative

Date

If this authorization is signed by a patient's representative, please complete the following:

Printed name of patient's representative:

Relationship to the patient:

Describe the representative's authority to act for the patient :

