



The Enrollment Agreement (this “Agreement”) for Cord Blood Banking Services (the “Services”) is between DomaniCell™, LLC (“DomaniCell”) and You, the biological mother and father identified below (collectively, the “Parents”) and any other legally responsible party identified below (the “Responsible Party”) (collectively, the Parents and the Responsible Party (if any) are referred to in this Agreement as “You” or “Your”). By signing this Agreement, You are electing to enroll in the Cord Blood Program (the “Cord Blood Program”). This Cord Blood Program provides for the collection, testing, processing, and storage of the cells from the umbilical cord and placenta (the “Cord Blood”) after Your child’s birth.

SERVICES

The Services provided by the Cord Blood Program are outlined below:

Cord Blood Collection Kits, Education and Informed Consent: DomaniCell will make available a “Cord Blood Collection Kit” that meets the highest industry standards for Your obstetrician to use in order to collect the Cord Blood after Your child’s birth. DomaniCell offers and provides training to the hospital and Your obstetrician on how to use the Cord Blood Collection Kits. Your obstetrician and/or hospital staff can also provide You with education regarding DomaniCell’s Cord Blood Program and are available to answer any questions that You may have regarding the cord blood collection process and/or the Informed Consent attached to this Agreement. DomaniCell may pay Your obstetrician and/or the hospital an “administrative fee” for providing educational and administrative services in connection with the Cord Blood Program.

Note on Cord Blood Collection: *Your obstetrician is solely and entirely responsible for the collection of the Cord Blood and assuring that only medical professionals who are trained and experienced with Cord Blood collection procedures perform the Cord Blood collection. Your obstetrician is also solely and entirely responsible for taking reasonable steps to assure that the Cord Blood is collected successfully, while putting the health of the mother and the newborn child first at all times. DomaniCell does not employ or pay Your obstetrician or other professional staff to perform the technical collection of the Cord Blood, and the Fees that are paid by You under this Agreement do not cover the actual collection procedure. Your obstetrician may or may not charge You a separate fee for collecting the Cord Blood, and You acknowledge and agree that any such collection fee would be in addition to Fees paid to DomaniCell for the Services provided under this Agreement and in connection with the Cord Blood Program. You also acknowledge and agree that since Your obstetrician, medical personnel and other staff involved in Your medical care are not agents or employees of DomaniCell, DomaniCell is not responsible for any acts, omissions or negligence on the part of such third parties and by signing this Agreement, You hereby agree to release and hold harmless DomaniCell and its employees directors, officers, agents, contractors and affiliates for any damages, claims or liabilities that may arise from the acts and omissions of such individuals.*

Shipping: Shipping will be performed through DomaniCell’s medical couriers and air transportation partners. DomaniCell’s transportation network has extensive experience in the shipment and delivery of cord blood and human tissue products. Strict standards will be followed in the shipment. If You deliver Your child at a hospital that participates in DomaniCell’s Cord Blood Program, the participating hospital will facilitate and arrange for Your Cord Blood to be



shipped to DomaniCell’s designated processing and storage facility in accordance with DomaniCell’s instructions. At all other hospitals, either You or Your obstetrician will be responsible for assuring that the collected Cord Blood is sent to our facilities using DomaniCell’s designated medical courier. In this instance, directions for arranging transport will be included in the collection kit.

Processing and Storing: DomaniCell will provide for the testing, processing, cryopreservation (i.e. preservation by freezing in nitrogen vapor) and storage of the Cord Blood. The Cord Blood will be prepared and stored according to federal and applicable state standards. In some instances and under certain circumstances, DomaniCell may not be able to provide for the processing and/or storage of the Cord Blood. If the Cord Blood is not able to be stored, You will be notified regarding this determination and DomaniCell will arrange to dispose of the Cord Blood.

Testing: State and federal law requires the biological mother’s blood and the Cord Blood to be tested for blood type and communicable and infectious diseases. The Cord Blood and the biological mother’s blood sample will be tested by a certified and licensed laboratory. The written test results will be mailed to You (as permitted under applicable laws) at the address You provide in the Client Contact Information form in an envelope marked “Confidential.” In addition, certain abnormal test results may require that the results be reported to the New Jersey Department of Health and/or another governmental agency collecting such data, as applicable. The privacy of such reports are protected by state and federal law and are not subject to public disclosure.

FEES

Fees for the Cord Blood Program include an Enrollment Fee and a Storage Fee. The Enrollment Fee covers the following: administrative fees (including any administrative fees paid to Your obstetrician and the hospital), all materials used in cord blood collection (including the Cord Blood Collection Kit), shipping, laboratory testing, and cord blood processing and cryopreservation. The Storage Fee covers the costs to continue storage of the Cord Blood on an annual basis.

Please select one payment plan for each fee. Please note that fees apply to single births only.

Enrollment Fee

Select One	Payment Plan	Payment at Enrollment	Payment at Birth*	Monthly Payment After Birth	Total Payment
<input type="checkbox"/>	One Payment	\$1950	None	None	\$1950
<input type="checkbox"/>	6-Month Plan	\$150	None	\$360	\$1950
<input type="checkbox"/>	12-Month Plan	\$150	None	\$175	\$2075
<input type="checkbox"/>	48-Month Plan	\$150	None	\$45	\$2265

*If birth date is enrollment date then enrollment payment is due.



Storage Fee: If no storage or payment plan is selected when Your Cord Blood arrives, You will automatically be enrolled in the yearly storage payment plan.

Select One	Payment Plan	Payment at Birth	Yearly Payment	Total Payment (for 18 years)
<input type="checkbox"/>	<p>18-Year Pre-Paid Plan</p> <p>You agree to pay, up front, the cost for 17 years of additional storage (the first year of storage is included in the enrollment fee). This plan gives You a 15% discount on the Yearly Payment Plan.</p>	\$2167	None	\$2167
<input type="checkbox"/>	<p>10-Year Pre-Paid Plan</p> <p>You agree to pay, up front, the cost for 9 years of additional storage (the first year of storage is included in the enrollment fee). This plan gives You a 10% discount on the Yearly Payment Plan. Once the initial 10-year period is over, You will have the option of enrolling in another Pre-Paid Plan or enrolling in the Yearly Payment Plan, at the then-current storage rates.</p>	\$1215	\$150 (after first 10 years)	\$2415 (assuming yearly payments for last 8 years)
<input type="checkbox"/>	<p>Yearly Payment Plan</p> <p>You agree to pay the cost for storage to DomaniCell each year. The first year of storage is already included in the enrollment fee. This amount is due within fifteen (15) days of the anniversary of Your child’s birth. This fee is guaranteed not to change for You for 18 years.</p>	None (incl. in Enrollment Fee)	\$150	\$2550

Payments:

Checks

If paying by check, please attach with this enrollment form.

Credit Card

If paying by credit card, please complete the following information and have the card holder sign where indicated.

Credit Card: (please check): Visa Master Card American Express Discover

Credit Card #: _____

Please provide the three or four-digit ID # on the front or back of the card: _____

Expiration Date: Month____ Year_____

Name on Card (please print): _____
(First) (Initial) (Last)

Signature: _____
(Signature of card holder)



All payments should be made payable to “DomaniCell” and should be mailed to:

DomaniCell, LLC
155 State Street
Hackensack, NJ 07601
Attn: Independent Cord Blood

or faxed to: (877) 884-9661

Refunds: If You terminate this Agreement prior to the collection of the Cord Blood, all fees that have been paid, with the exception of a \$75 administrative fee, will be refunded. If Your physician cannot collect the Cord Blood for any reason, including, but not limited to, the protection of Your and/or Your baby’s health, or if the Cord Blood cannot be processed or stored for any reason, all fees that have been paid, with the exception of a \$150 administrative and processing fee, will be refunded. There are no other refunds available.

Late Fees: An additional charge of 15% of the amount owed will be added to any fees due under this Agreement if they are not paid within 60 days of receiving the first invoice.

RETRIEVAL

At any time during which the Cord Blood is stored, either You or Your child’s legal guardian, or the child once he or she reaches 18 years of age, can request that the Cord Blood be retrieved, prepared for transport, and/or transferred to a designated location. You understand and agree that DomaniCell will only release the Cord Blood upon the written request of a duly licensed physician. You also understand and agree that the costs associated with such retrieval, transport and delivery are not included as part of the Service provided for under this Agreement. You hereby agree to pay an additional \$500 to “DomaniCell, LLC” for the costs associated with each such retrieval, transport and delivery of the Cord Blood.

To request such retrieval, please notify DomaniCell in writing, notarized and sent by Certified mail to: DomaniCell, LLC, Attention: Cord Blood Retrieval, 155 State Street, Hackensack, New Jersey 07601.

LENGTH AND TERMINATION OF AGREEMENT

This Agreement will remain in effect until terminated under one of the following provisions:

1. While the child is still a minor, You may terminate this Agreement for any reason upon 60 days advance notice to DomaniCell. Such notice must be in writing, signed by You, notarized and sent by Certified mail to: DomaniCell, LLC, Attention: Storage Contracts, 155 State Street, Hackensack, New Jersey 07601. Such notice must also include clear instructions as to the disposition of the Cord Blood. Regardless of any other provision in this Agreement, if You fail to provide these instructions prior to the termination date (i.e., 60 days after notice is sent), DomaniCell will have no further obligations with respect to the Cord Blood and the Services described in this Agreement.
2. Once the child reaches 18 years of age (the “Adult Child”), the Adult Child may terminate this Agreement for any reason upon 60 days advance notice to DomaniCell. Such notice must be in writing, signed by the Adult Child, notarized and sent by Certified mail to: DomaniCell, LLC, Attention: Storage Contracts, 155 State Street, Hackensack, New Jersey 07601. Such notice must also include clear instructions as to the disposition of the Cord



Blood. Regardless of any other provision in this Agreement, if the Adult Child fails to provide these instructions prior to the termination date (i.e., 60 days after notice is sent), DomaniCell will have no further obligations with respect to the Cord Blood and the Services described in this Agreement.

3. DomaniCell may terminate this Agreement upon 60 days advance notice of its intent to terminate. Unless otherwise specified in the notice, the termination date shall be the date immediately following the expiration of the 60-day notice period. Such notice must be in writing, signed by an authorized representative of DomaniCell, and mailed to the address provided in the Client Contact Information Form.* Such notice must also include the names and addresses of alternate Cord Blood storage options. If You desire to store the Cord Blood in another laboratory, DomaniCell agrees to pay the cost (up to \$250) for packaging and shipping the Cord Blood to the specified laboratory.
4. DomaniCell may terminate this Agreement if You fail to make a payment as required under this Agreement. You will be given 90 days written notice (consisting of at least two (2) written follow-up invoices/notices) before the Agreement is terminated under this provision. Such notice will be mailed to the address provided in the Client Contact Information form.* To prevent such termination and for this Agreement to continue in full force and effect, You must pay in full the amount owed, plus any late fees, within 90 days of receipt of the written notice. If You fail to do so, this Agreement will be terminated on the date immediately following the expiration of the 90-day notice period and DomaniCell will have no further obligations with respect to the Cord Blood and the Services described in this Agreement.
5. If, for any reason, Your obstetrician is not able to collect or DomaniCell is not able to store the Cord Blood, this Agreement will automatically terminate.

*You have an obligation under these sections to update the information provided in the Client Contact Information Form, including Your current mailing address. In the event that You change addresses and fail to notify DomaniCell, if DomaniCell's termination letter is sent to the address provided in the most recent Client Contact Information form and returned to DomaniCell as undeliverable, this Agreement will be deemed to be terminated and DomaniCell will have no further obligations with respect to the Cord Blood and the Services described in this Agreement.

EFFECT OF TERMINATION

If this Agreement is terminated by You, Your Adult Child, DomaniCell, or the Agreement expires, You shall immediately send to DomaniCell by certified mail written and notarized instructions for disposing the Cord Blood. If You fail to do so within sixty (60) days after the date of termination or expiration, You shall be deemed to have abandoned the Cord Blood and DomaniCell shall have the right and You expressly authorize DomaniCell to dispose of the Cord Blood for value or otherwise without compensation or further notice to You. You agree that due to the length of time involved, it is Your sole obligation to contact DomaniCell in writing during the one (1) year prior to expiration of the Agreement and each subsequent renewal, to initiate, follow-up with, pay all required fees and complete all other documents and items DomaniCell may require to renew the Agreement.

NO WARRANTIES OR GUARANTY

DomaniCell does not guarantee and/or warrant any of the Services provided under this Agreement. DomaniCell also does not guarantee and/or warrant that the Cord Blood will be viable for future use when



retrieved. In addition, DomaniCell does not guarantee and/or warrant that the Cord Blood will provide Your child, or any potential recipient, any effective or positive benefits. You understand and acknowledge that if You retrieve the Cord Blood in the future for use, it may not provide any benefit whatsoever to Your child or any other potential recipient.

LIMIT ON DAMAGES

DomaniCell is not responsible for procedures or services performed by third parties, including, but not limited to, collection of the Cord Blood, courier transport, lab tests, processing, cryopreservation, or improper handling, in general. DomaniCell will not be liable to You if the Cord Blood is damaged, improperly or inadequately handled, or destroyed due to the actions or inactions of a third party, and You hereby agree to release and hold harmless DomaniCell and its employees directors, officers, agents, contractors and affiliates for any damages, claims or liabilities that may arise from the acts of third parties.

The aggregate liability of DomaniCell to You under this Agreement is limited to the total amount You paid to DomaniCell under this Agreement. DomaniCell will not be liable to You under this Agreement for any consequential, exemplary, incidental or punitive damages, regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether DomaniCell has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. The existence of more than one claim will not enlarge or extend this limit.

In the event that any action, suit, or other proceeding is brought to enforce this Agreement or to obtain money damages or any other remedy, and DomaniCell prevails in any such action, suit, or other proceeding, DomaniCell shall be entitled upon demand to reimbursement from You for all expenses (including without limitation, reasonable attorney's fees and disbursements) incurred in connection with such action.

ARBITRATION

Any dispute relating to the meaning, effect or performance of this Agreement shall be submitted to binding, non-appealable arbitration conducted in Bergen County, New Jersey, before a single arbitrator and in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any arbitration award or decision may be entered in any court of competent jurisdiction upon submission of either party, and shall be fully enforceable against DomaniCell and You. You agree that this Agreement to arbitrate is irrevocable. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expense incurred directly or indirectly in connection with the proceedings, unless the arbitrators shall for good cause determine otherwise.

CONFIDENTIALITY

All information and test results obtained by DomaniCell will be kept confidential, as required by federal and state law.

CHOICE OF LAW

This Agreement is governed by and shall be governed by and interpreted in accordance with the laws of New Jersey, without giving effect to conflict of laws, rules or principles.



ENTIRE AGREEMENT

This Agreement embodies the entire agreement between DomaniCell and You and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written. No change, amendment or modification of any provision of this Agreement will be valid unless it is in writing and signed by You and DomaniCell. You acknowledge that You have read this Agreement and agree to all its terms and conditions. You further acknowledge and agree that the hospital where you deliver your baby is not a party to this Agreement and has no obligations to you hereunder.

CONSTRUCTION; SEVERABILITY

In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, (i) such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect.

Prior to the onset of the biological mother’s labor, You have: (1) read, understood and signed the Informed Consent form (which is incorporated by reference as if fully set forth herein); (2) received and are satisfied with all information about the Services and this Agreement; (3) had sufficient opportunity to seek independent advice and counsel; and (4) freely and voluntarily executed this Agreement. In executing this Agreement, You have not relied on any promises, inducements or representations that are not in this Agreement.

Each of the undersigned individuals hereby attests that he or she has read and understands the terms of this Enrollment Agreement and agrees to the terms as set forth above:

BIOLOGICAL MOTHER

BIOLOGICAL FATHER (OPTIONAL)

(signature)

(signature)

Print Name _____

Print Name _____

Social Security # _____

Social Security # _____

Date _____

Date _____

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]



ENROLLMENT AGREEMENT

RESPONSIBLE PARTY INFORMATION (If different from biological mother)

(signature)

Print Name _____

Social Security # _____

Date of Birth _____

Date _____