

AGREEMENT

concluded between VitaCord - Gesellschaft für Stammzellenlagerung mbH,
Hauptstr.228, 3001 Mauerbach, hereinafter referred to for short as "the Company",
party of the first part and

Mrs.,
born on, residing in.....
hereinafter referred to as "the Mother"

Mr.,
born on, residing in.....
(child's father; details on the father are not mandatory)

and
born on, residing in.....
hereinafter referred to for short as "the Child" party of the second part as follows.

I Preamble

Medical progress has advanced tremendously over the last several years. Medical science has discovered that stem cells have considerable importance for curing diseases and treating pain. The precise extent of the possibilities for medical use of stem cells is still not known to this day. According to the current state of knowledge, there is great potential, in addition to the fields of application established as a matter of routine, in the field referred to as "regenerative medicine." Taking into account the medical progress of the last several years, it is anticipated that stem cells will continue to gain importance.

Furthermore, there are no immunological defense reactions to be expected with stem cells taken from an individual's own body since these cells are, genetically speaking, a copy of the same human being.

II Subject of the Agreement

1. The Mother declares on behalf of the Child that she consents to umbilical cord blood being extracted immediately after birth and cutting the umbilical cord in the hospital with the set provided by the company and to the pouch provided to the mother before birth being filled with this blood.
2. The extracted umbilical cord blood will be transported to the Company by a special shipping company contracted by the Company. Upon receipt of this container with the extracted umbilical cord blood, the blood will be the Company's custody.
3. Thereafter, the extracted blood will be tested by the company, to check whether it is contaminated with bacteria or whether it is deficient from a medical point of view. If bacterial contamination is detected or if there is not enough umbilical cord blood available, then further processing cannot be productive and will therefore be rejected by the Company.

4. If the extracted umbilical cord blood is medically usable, then the stem cells will be separated in a special process and preserved in liquid nitrogen in a special container under special safety conditions. Complete processing of the umbilical cord blood up to the deep freezing process is done "in line", i.e. the umbilical cord blood no longer comes in contact with the outside world once it has been collected. This process guarantees maximum safety from contamination.
5. The extracted stem cells will be preserved for the duration of the agreement. The Child and/or his or her legal representatives are entitled to withdraw part or all of the stem cells with the deposit slip issued by the Company through a requesting doctor or hospital.

III Obligations of the Mother

1. The mother is properly informed by her obstetrician as well as the Company regarding the risks and opportunities of collecting umbilical cord blood.
2. The mother consents to data from results of blood serology testing being communicated to the Company. These tests are relevant if they are performed no more than 7 days before/after birth.
3. The mother is further obligated to notify the hospital that the umbilical cord blood is being collected and that the Company and/or the courier service will be notified.
4. The hospital in which the birth takes place is entitled, for medical reasons, to preclude the collection of umbilical cord blood.
5. Pursuant to the current legal situation (GEEVO [Tissue Sampling Establishment Ordinance] §4/Para. 11), maternal blood is also collected for HIV, hepatitis and syphilis testing (7 days before/after birth).
6. Pursuant to the current legal situation (GEEVO [Tissue Sampling Establishment Ordinance] §4/Para. 17), maternal blood is also collected and stored for the legally stipulated period as a "reference sample" for potential additional tests.
7. In addition, the Mother is obligated to immediately notify the Company of all blood-borne infectious diseases occurring within one year of giving birth (e.g.: hepatitis B, hepatitis C, etc.).
8. The Mother releases the health-care facility in which the delivery takes place, its legal representatives and employees from any claims arising in connection with the collection of the umbilical cord blood (except in case of premeditation or gross negligence).
9. The Mother/authorized representative releases the mobile collection team from confidentiality obligations insofar as pertains to the necessary communication of patient data to the Company.

10. The Mother is informed of how to properly store (0 to 35 ° C) the empty collection pouch and also assumes responsibility for such upon acceptance.

IV Obligations of the Company

1. The Company is obligated to carefully test the extracted umbilical cord blood after receiving it from the courier service and to properly store it after appropriate processing using liquid nitrogen.
2. The Company is free to change its current operating site in compliance with the necessary medical and safety measures and to transfer the stored stem cells to another location where it will continue to store them.
3. The Company is obligated, with regard to storage, to ensure that the stored stem cells are properly labeled and clearly identifiable. Once the stem cells have been placed into storage, the Mother receives an identification certificate for the child.
Upon presentation of this certificate in the original, the Company is required to give the Mother and/or the Child all or part of the stored stem cells for medical purposes.
4. If this certificate is lost, the Company is required to issue a new one for a reasonable fee.
5. If the Company's own tests show that cryogenic preservation is not possible or does not make sense from a medical point of view, the Child, represented by the Mother, will be notified that such preservation will not take place.
If, however, the tests arrive at the conclusion that preservation is indeed technically possible but the value of storage is questionable because of an overly limited quantity, this will be communicated to the mother who will be given a two week period in which she can decide whether or not to withdraw from further storage.
6. The Company reserves the right, if the need arises, namely also in keeping in line with scientific progress, to modify the stem cell isolation process.
7. The Company is only liable for material damages in the amount of the payment made by the parents to Vitacord. Vitacord is not liable for moral damages and potential damages arising in the future. Claims for such damages are barred.
8. Pursuant to GSG [Tissue Safety Act] Directive § 8 Para.4, the Company has designated a substitute storage facility.

V Fees

There are two possible fee structures

1. Fee for Provision of the Set, Collection, Transport, Processing and Storage Fee for the First Five years:

Version A:

The mother pays a one-time fee of € 1,970.00 (incl. 20% VAT) for the period up to the child's 5th completed year of life. This fee comprises the fee for provision of the set, collection, transport within Austria, processing and the storage fee for the first five years. This fee is due upon conclusion of the agreement.

€ 1,600.00 (incl. 20% VAT) is charged for each additional child.

Version B:

Alternatively, payment can be made in installments over 2 years according to the following model.

1st child:

These installments are due at the following times: 1. Installment of € 820.00 (incl. VAT) at the time of agreement signing, with 14 additional installments of € 100 (incl. 20% VAT) due in the following months at 1 or 2 month intervals.

(please cross out what does not apply)

Each additional child:

1st installment of € 750.00 (incl. 20% VAT), 12 additional installments of €

100 each (incl. 20% VAT) (Cross out the version not selected).

When choosing the installment model, the agreement-signing parent contractually undertakes to sign a direct debit authorization.

Version A takes effect in the event of non-signing. (incl. instant payment)

2. Fee for Additional Storage after Expiration of the First Five Years:

The fee for a thirteen year extension of the storage duration (until the Child has reached majority) is € 624.00 (incl. 20% VAT).

Additional agreement extensions of ten years cost € 480.00 each (incl. 20% VAT).

Alternatively, agreements can be concluded for other periods (annually, 5 years and 30 years), with an appropriate amendment to the agreement.

- a) These fees are established 3 months before expiration of the corresponding storage periods by the Company with a payment period of 4 weeks.
- b) The storage fees listed in Item 2 are subject to a price adjustment based on actual changes in energy and labor costs. Increases of less than 10% are not passed on.
- c) If the umbilical cord blood is not collected and in the event that collection of the umbilical cord blood was collected and processed by the Company but storage is not possible for the reasons listed in Items II/3 or IV/5, the Company will refund all payments made.

Payments to the Company are to be made to the following account:

VITACORD Ges.m.b.H.
ERSTE BANK
IBAN: AT 30 20111 297 46 67 0300
BIC: GIBAATWWXXX

VitaCord notes that in the event that its operations are discontinued, outstanding amounts for storage are to be paid to the provider of the substitute storage facility pursuant to § 8 Para. 4 GSG [Tissue Safety Act].

VI Relationship of the Company with the Mother/Child

The owner of the blood and the stem cells extracted from this blood is the Child. The Child is represented by the Mother until he or she has completed his or her 18th year of life. The Child is not a contractual partner of the Company until he or she has completed his or her 18th year of life. The Child becomes a contractual partner of the Company under the condition precedent of completion of his or her 18th year of life (majority). The Child has the option in the first six months after completing his or her 18th year or reaching majority to withdraw from the agreement and reclaim the stored stem cells.

If the Child dies during the term of the agreement, his or her heirs are required to communicate what is to be done with the stored stem cells.

VII Term

The agreement is initially concluded for a term of five years. Extension ensues in the increments agreed upon in Item V/2 by decision of the Mother or of age Child.

The Company is entitled to terminate the agreement with six months notice, at the end of each year, if due to legal changes or technical innovations, it is no longer possible to store the stem cells cost-effectively. In this case, the Child is entitled to pick up or have the stem cells stored at the Company picked up and transported to a new storage facility.

In this case, neither the Mother nor the Child have a claim to the repayment of previous amounts paid and unilaterally and irrevocably relinquish the assertion of such a claim.

In the event that an extension of storage is no longer desired or payments are delinquent by more than 2 years, the Company shall properly dispose of the stem cells as required by law through

Date:

.....
Dr. Franz Beer / Dr. Reinhard Ruckser
(Managing Director - VitaCord)

.....
Mother

Direct Debit Authorization (according to signed enclosure "Debit Authorization")

Name (First Name, Last Name).....

Address (Street, Postal Code,

City)..... Account

no..... Branch Code.....

Bank.....

IBAN..... BIC..... I

authorize (We authorize) VitaCord Ges.m.b.H.to debit recurrent charges from my (our) account by means of direct debit. I also instruct my (we instruct our) bank to redeem the debits transacted by VitaCord Ges.m.b.H. from my (our) account.

.....
Date

.....
Signature