



ENROLLMENT AGREEMENT

Hackensack University Medical Center (the “Hospital”) has contracted with DomaniCell™, LLC (“DomaniCell”) to provide Cord Blood Banking Services (the “Services”). The Enrollment Agreement (this “Agreement”) for Cord Blood Banking Services is between DomaniCell and you, the biological mother and father identified below (collectively, the “Parents”). 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 (“Cord Blood”) after your child’s birth.

SERVICES

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

Collection: The Hospital or your obstetrician will be responsible for collecting the Cord Blood. A “Cord Blood Collection Kit” employing the highest industry standards for shipment will be used. The Hospital or your obstetrician will assure that only medical professionals who are trained and experienced with Cord Blood collection procedures will perform the Cord Blood collection. The Hospital will take reasonable steps to assure that the Cord Blood is collected successfully, putting the health of the mother and the newborn child first at all times.

Processing and Storing: DomaniCell, a company with laboratory facilities that are separate from the Hospital, will provide for the 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 state standards. In some instances, DomaniCell may not be able to provide for the processing and/or storage of the Cord Blood if it determines that the Cord Blood does not meet certain requirements, such as a low volume of blood or infectious disease contamination. 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.

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, including shipment under a defined temperature range and delivery time.

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. DomaniCell will send you the written test results at the address you provide in the Client Contact Information form in an envelope marked “Confidential”. In addition, in the event of abnormal test results, the Hospital will notify your physician and may be required under state law to report such results to the New Jersey Department of Health. Any test results would be reported anonymously for public health records, and neither your name nor your child’s name would be revealed.



FEES

Fees for the Cord Blood Program include an Enrollment Fee and a Storage Fee. The Enrollment Fee covers the following: administrative fees, all materials used in cord blood collection (including the Hospital’s Cord Blood Collection Kit), maternal blood and cord blood collection by your physician, 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 | \$1780.00 | None | None | \$1780.00 |
| <input type="checkbox"/> | 6-Month Plan | \$150.00 | None | \$271.67 | \$1780.02 |
| <input type="checkbox"/> | 12-Month Plan | \$150.00 | None | \$150.52 | \$1956.24 |
| <input type="checkbox"/> | 48-Month Plan | \$150.00 | None | \$43.14 | \$2220.72 |

Storage Fee

| Select One | Payment Plan | Payment at Birth | Yearly Payment | Total Payment (for 18 years) |
|--------------------------|--|------------------|-----------------------------------|------------------------------|
| <input type="checkbox"/> | <p>18-Year Pre-Paid Plan You agree to pay, up front, the cost for 18 years of storage. This plan gives you a 15% discount on the Yearly Payment Plan. If this Agreement is terminated by either you or the Hospital for any reason, the Hospital will reimburse you on a prorated basis for the remaining years.</p> | \$1912.50 | None | \$1912.50 |
| <input type="checkbox"/> | <p>9-Year Pre-Paid Plan You agree to pay, up front, the cost for 9 years of storage. This plan gives you a 10% discount on the Yearly Payment Plan. Once the initial 9-year period is over, you will have the option of enrolling in another 9-Year Pre-Paid Plan or enrolling in the Yearly Payment Plan, at the then-current storage rates. If this Agreement is terminated by either you or the Hospital for any reason, the Hospital will reimburse on a prorated basis for the remaining years.</p> | \$1012.50 | \$125.00 (after first 9 years) | \$2137.50 |
| <input type="checkbox"/> | <p>Yearly Payment Plan You agree to pay the cost for storage to the Hospital each year. This amount is due within fifteen (15) days of the anniversary of your child’s birth.</p> | \$125 | \$125 | \$2250.00 |



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): American Express Visa Master Card Discover

Credit Card #: _____

For American Express cards, please provide the four-digit PIN # on the front 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
21 Main St.
Court Plaza South
East Wing, Suite 304
Hackensack, NJ 07601
Attn: HUMC Cord Blood

Refunds: If the Parents 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, including, but not limited to, blood test results that are positive for any viral infection, 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 and prepared for transport 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



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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 contact: DomaniCell, LLC, Attention: Cord Blood Retrieval, 21 Main St, Court Plaza South, East Wing, Suite 304, 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, the Parents may terminate this Agreement for any reason upon 60 days advance notice to DomaniCell. Such notice must be in writing, signed by the Parents, and mailed to: DomaniCell, LLC, Attention: Storage Contracts, 21 Main St, Court Plaza South, East Wing, Suite 304, 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 Parents fail to provide these instructions prior to the termination date, 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, and mailed to: DomaniCell, LLC, Attention: Storage Contracts, 21 Main St, Court Plaza South, East Wing, Suite 304, 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, 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. 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 termination notice. If you fail to do so, this Agreement will be terminated 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, the Hospital is not able to collect or DomaniCell is not able to store the Cord Blood, this Agreement will automatically terminate.



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* 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.

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, processing, lab tests, courier transport, improper handling, or cryopreservation. 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.

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 the parties 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 both parties. Both parties acknowledge that they have read this Agreement and agree to all its terms and conditions.

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, the Parents have each: (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, the Parents have not relied on any promises, inducements or representations that are not in this Agreement.

We have read and understand the terms of this Enrollment Agreement and we agree to the terms as set forth above:

BIOLOGICAL MOTHER

BIOLOGICAL FATHER (OPTIONAL)

(signature)

(signature)

Print Name _____

Print Name _____

Social Security # _____

Social Security # _____

Date of Birth _____

Date of Birth _____

Date _____

Date _____