

Newborn Blood Banking, Inc.

P.O. Box 270067 Tampa, Florida 33688 Phone (813) 948-2673

Please complete the following forms and send them back to us along with the registration fee to register. Once we receive your registration forms and payment, we will send you the collection kit.

Mother's full name: _____

Social security number: _____

Date of birth: _____

Father's full name: _____

Street address: _____

City, State, Zip code: _____

Home phone number: (_____) _____

Work phone number: (_____) _____

Expected due date: ____/____/____

Obstetrician/Midwife: _____

Office phone: (_____) _____

Street address: _____

City, State, Zip code: _____

Hospital name: _____

Hospital phone number: (_____) _____

Street address: _____

City, State, Zip code: _____

Person designated to ship kit: _____

Relationship to mother: _____

Preferred shipping method: (Circle one) Fed Ex Quick Stat

Baby's name (if known): _____

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Informed Consent

On behalf of myself and my unborn baby, I, the Client, wish to enroll in the Individual Account offered by Newborn Blood Banking, Inc.

THIS CONSENT AGREEMENT CONVEYS THAT I, THE CLIENT, FULLY UNDERSTAND THE FOLLOWING:

1. that the Individual Account offers storage for blood cells contained in cord blood. The cord blood sample will be identified and stored at a cryogenic storage facility. Newborn Blood Banking, Inc. will retrieve these cells at my request per the Client Service Agreement.
2. that it is not possible to determine whether my child will develop a disease in the future which can be treated by these cells.
3. that I must provide to Newborn Blood Banking Inc. test results, obtained during this pregnancy, of Hepatitis B and C, HIV (the virus which causes AIDS), and possibly other infectious diseases. I consent to the release of these test results and the release of my and my baby's medical records to Newborn Blood Banking, Inc. and its subcontractors. The results will not be disclosed to any other party without my written consent, except to the extent disclosure is required by law.
4. that if my blood tests positive for HIV, Hepatitis B and C, or certain other infections, my baby's cord blood may be ineligible for storage.

I UNDERSTAND THE FOLLOWING REGARDING THE COLLECTION OF THE CORD BLOOD:

1. that collecting and storing my baby's cord blood cells may potentially benefit my baby should he/she need them in the future to treat certain diseases.
2. that these cord blood cells are a perfect match with my baby and, while there is no guarantee my baby will ever need them, the fact that they are a perfect match can reduce serious complications should cell therapy ever be needed.
3. that there may be a 50% chance that my baby's cord blood cells will be a suitable match with a sibling and generally useful to myself.
4. that, although infrequent, complications may occur at birth and it may not be possible for my physician/midwife to collect the cord blood. Therefore, collection of cord blood cannot be guaranteed since its collection is arranged between me and my physician/midwife, My health and the health of my baby is my physician/midwife's first priority. I agree that my physician/midwife's judgment shall be absolute and final; I shall not hold my physician/midwife, nurses, the hospital and/or its staff responsible or liable for any arrangements, procedures or handling of the cord blood.
5. that should the cord blood not be collected, the collection and storage fee shall be waived.
6. that there is no way of knowing if the cord blood sample can be stored until it is processed at Newborn Blood Banking, Inc.'s laboratory. If the sample is questionable or test results unavailable, an attempt will be made to contact me and find out my instructions as to the disposition of the sample. Newborn Blood Banking, Inc. maintains the right to reject any cord blood sample due to viral or bacterial contamination, or lack of test results.

I UNDERSTAND THE FOLLOWING ABOUT THE USE OF CORD BLOOD:

I UNDERSTAND that other sources of stem cells exist, including bone marrow and peripheral blood and that these stem cells have been used to treat many diseases. While bone marrow is currently the most common source of stem cells, collecting stem cells from bone marrow is costly, requires an invasive procedure, and carries the risk of infection and surgical complications. Should a stem cell donor be needed later, finding a suitable match can be expensive and may take a long time. The collection of stems cells from peripheral blood involves new and experimental procedures. I am aware that in the future other ways of treating diseases may be found, so cord blood cells stored in my account may not be necessary.

I UNDERSTAND that the freezing and storage process used to preserve cord blood cells is similar to the process used to store other human cells and that, although this freezing technique has been used for many years to successfully preserve bone marrow and other blood cells, this process has been used to store stem cells only in the last 15 years. Laboratory studies and transplants utilizing frozen stem cells suggest the storage of cord blood cells can be successful.

I UNDERSTAND that because it is a new procedure, the use of cord blood stem collected from umbilical and placental blood is still considered to be experimental even though these same types of cells have been used for many years to treat many life threatening diseases including leukemia, certain other types of cancers and blood disorders. Potential risks include the possibility that this type of treatment may not be effective.

I UNDERSTAND that the cord blood cells are not the treatment of choice for all diseases or conditions and the decision to use or not use the cord blood cells stored by me in my individual account is strictly between me and my child's physician. It is possible that in the future, better alternative therapies may be developed.

I have read the preceding statement, I understand its contents, and any questions I have about this Informed Consent document have been answered.

Signature of Clients

Printed Name of Clients

Witness

Date

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Client Service Agreement

This is an agreement between Newborn Blood Banking, Inc. and the expectant parents ("Client") who wish Newborn Blood Banking, Inc. to provide collection materials and cryogenic storage services for the blood collected from their baby's umbilical cord and placenta ("cord blood") following delivery. Cord blood can be stored safely for many years and may be used to treat certain types of cancer and blood disorders. Storing cord blood ensures that in the event your baby ever needs treatment, its own perfectly matched blood cells will be available.

Newborn Blood Banking, Inc. will provide for the Client

1. an individual account with a designated storage location
2. collection materials contained in a collection kit
3. cryogenic storage of the collected cord blood at cryogenic temperatures for an initial period of 18 years. Thereafter, your child will have the option to continue storage of the blood on a yearly basis.

At any time during the storage period, only the child's legal guardian, the child after his 18th birthday, or a proper court order can request, in writing, sent by certified mail, that Newborn Blood Banking, Inc. retrieve the stored cord blood for transport to a designated location. Thereafter, Newborn Blood Banking, Inc. is released of any and all liabilities. The Client is responsible for all costs of retrieval, preparation and shipment of the cord blood.

The Client is responsible for:

1. full understanding of all literature and contracts of the Newborn Blood Banking, Inc. information folder before signing any documents.
2. completion of enrollment forms (Informed Consent form, Authorization to Collect Cord Blood and Client Service Agreement) in a timely manner.
3. payment of collection, processing and storage fees with enrollment form
4. notification to Client's doctor the desire to collect the cord blood
5. notification to Newborn Blood Banking, Inc. of the expected delivery date and any changes that may occur
6. bringing the collection kit to the hospital or birth center at time of delivery
7. notification to Newborn Blood Banking, Inc. after delivery for pick-up
8. notification to Newborn Blood Banking, Inc. of any changes in billing information, including changes of address or phone number

Newborn Blood Banking, Inc. cannot guarantee that the baby's cord blood will be collected. The health of the mother and baby will be the physician/midwife's first priority. Your physician/midwife in no way acts as an agent of Newborn Blood Banking, Inc. Although infrequent, complications may occur during birth which preclude the collection of the cord blood. Should collection not occur, the processing and storage fee will be waived.

This Agreement may be canceled by the Client at any time while the child is still a minor. When the child becomes an adult, only he or she may cancel this Agreement at any time. Cancellation must be by written notice to Newborn Blood Banking, Inc. sent by certified mail. If your child declines to continue Newborn Blood Banking, Inc.'s service beyond the initial 18 year period, this Agreement will expire. If this Agreement is canceled, terminated or expires, or if any payment is not made within 90 days of its due date, Newborn Blood Banking, Inc. will make an effort to contact the client regarding the stored cord blood and will request written instructions from the client as to its disposition at your expense before it will be discarded or donated for use in research or medical purposes.

NEWBORN BLOOD BANKING, INC.'S LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO NEWBORN BLOOD BANKING UNDER THIS AGREEMENT. NEWBORN BLOOD BANKING WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING UNDER ANY CAUSE OF ACTION, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, WHETHER OR NOT NEWBORN BLOOD BANKING, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Any dispute or controversy arising between the Client and Newborn Blood Banking, Inc. shall be resolved according to the laws of the State of Florida. In the event of arbitration or any court proceedings, the court or arbitrator may award reasonable attorneys fees and costs to the prevailing party in addition to any other relief which the party is entitled. This Agreement constitutes the entire Agreement between the parties and supersedes all previous Agreements or representation, oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified or amended by a writing signed by each party. If the performance of this Agreement or any obligations arising under this Agreement is prevented, restricted or interfered with by reason of fire, earthquake or the casualty or accident, strikes, or labor disputes, war or other violence, any law, order, proclamation, ordinance, demand, or requirement of any government agency, or any other act or condition beyond the control of Newborn Blood Banking, Inc., Newborn Blood Banking, Inc., upon giving prompt notice to the Client, shall be excused from such performance. Both parties acknowledge they have read this Agreement, understand its terms and conditions, and agree to be bound by it. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Newborn Blood Banking, Inc. assumes no liability for any defects or workmanship in the materials contained in the collection kit. Newborn Blood Banking, Inc. is not responsible for procedures or services performed by third parties, including, but not limited to, collection, lab tests, transport, improper handling or use during transplantation.

We accept the terms of this Agreement.

Signature of Clients

Printed names of Clients

Date

Signature of Newborn Blood Banking, Inc. Representative

Printed Name of Newborn Blood Banking, Inc. Representative

Date received

Newborn Blood Banking, Inc.

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Authorization To Collect Cord Blood Release From Liability

At the request of my patient, _____ I agree to collect the cord blood from the baby's umbilical cord immediately following delivery. I understand that while collection is a relatively simple process, complications may occur during delivery which could preclude the collection of the cord blood. My patient agrees that my judgment shall be absolute and final, and releases me, the hospital, its Board of Directors and Officers, and its medical staff of any and all liabilities surrounding the collection and handling of the cord blood.

Physician/Midwife

Name of Physician/Midwife

Signature of Patient

Name of Patient

Date

(if different from above):
Signature of Delivering Physician/Midwife

Name of Delivering Physician/Midwife

Date