

INFORMED CONSENT AND SERVICE AGREEMENT

SECTION 1 – INFORMED CONSENT

I am the mother of the unborn child ("my Child") whose cord blood is to be collected at the time of its birth. I am legally entitled to sign this document on behalf of my Child and all of its parents and guardians. I authorize CORE23 BIOBANK, to receive, process, and test umbilical cord blood, umbilical cord tissue (if applicable), umbilical cord blood derived plasma (if applicable) and extract, cryopreserve, and store the stem cells & other biological contents contained therein (collectively, "Cord Blood") in accordance with the accompanying Client Service Agreement.

RISKS INVOLVED IN STORAGE AND USE. I understand that the cryopreservation of Cord Blood is a relatively new procedure and there are laboratory tests and other studies that have indicated that it is a successful method of preserving Cord Blood. I understand that the transplantation of Cord Blood is a relatively new procedure that may offer possible future benefits to my Child and other potential beneficiaries in treating diseases such as leukemia, cancer, and blood and genetic disorders. I also understand that there are no assurances that any such benefits will be obtained. There are no guarantees that the Cord Blood will be a match for other family members, although it may be a suitable match. I acknowledge that there are alternative sources of stem cells such as bone marrow and circulatory blood. Furthermore, it is also quite possible that my Child's Cord Blood may never be used.

Collection Risks and Consent. I will request that my physician, nurse, or a qualified midwife collect the Cord Blood using the collection kit ("collection kit") provided by CORE23 BIOBANK. I understand that, under normal circumstances, collection should cause me no discomfort or pain or interfere with the birthing process. I understand that there is a risk of blood contamination when collecting Cord Blood and that there is no guarantee or assurance of the success of the collection procedure. I understand that the Cord Blood collected may be insufficient or ineligible for transplantation or any other purpose. I also understand that there may be complications at birth that will make it impossible or problematic to collect the Cord Blood, and for those reasons my physician or qualified midwife may properly refuse to collect the Cord Blood. Nonetheless, I have been fully informed about the procedure for collecting Cord Blood and hereby consent to allow my physician, nurse or qualified midwife to collect Cord Blood after the birth of my Child and to furnish it to CORE23 BIOBANK for testing, processing, cryopreservation, storage, and servicing.

Maternal Health Information and Blood Testing. I agree to fill out the personal information & medical history form in the collection kit and return the form to CORE23 BIOBANK with the collection kit. I understand that I must have a sample of my blood taken by venipuncture, the usual method for blood tests, within 48 hours of the delivery, in order to be tested for transmissible diseases. My blood sample must be placed in the tubes provided in the collection kit and provided to CORE23 BIOBANK. I understand that there is a slight risk of bruising, discomfort, inflammation, or infection at the site of the blood draw. My blood may be tested for certain infectious diseases, including: human immunodeficiency virus (HIV), hepatitis B and hepatitis C viruses, human T-lymphotrophic virus (HTLV), cytomegalovirus (CMV), and syphilis as required by various regulatory agencies. CORE23 BIOBANK's lab director and/or medical director will review the results of the testing. If tested, abnormal results will be reported to my obstetrician and I will be notified to contact my obstetrician for interpretation of such results. I hereby consent to CORE23 BIOBANK's disclosure of the results of my blood test to my obstetrician, to any other Cord Blood storage facility to which I have authorized transfer of the Cord Blood, to the transplantation service in the event the Cord Blood is released for use, and to any government agency to which CORE23 BIOBANK may be required to report such results under applicable law and regulations.

Cord Blood Tests. I understand that prior to the ablation of the intended recipient of the Cord Blood, the Cord Blood will be tested for HLA match. I understand that CORE23 BIOBANK will not release the Cord Blood until CORE23 BIOBANK has received the HLA typing results and approval from the recipient's transplant physician.

Disclosure of Health Information. CORE23 BIOBANK will use reasonable procedures to safeguard the confidentiality of health information that I provide CORE23 BIOBANK concerning myself, and my Child. I understand that health care providers may need such information to provide treatment to me and/or my Child and that government agencies may be entitled to obtain such information under applicable law and regulations. I authorize CORE23 BIOBANK to disclose such information to health care providers that are treating me and/or my Child and to government agencies as may be required under applicable law and regulations. I also authorize CORE23 BIOBANK to disclose such information in an anonymous manner where confidentiality is maintained.

Release from Liability. In consideration for CORE23 BIOBANK agreeing to process, test, cryopreserve and store the Cord Blood, I hereby for myself, the birth father and my Child and for our respective guardians and other legal representatives, heirs and estates, irrevocably and unconditionally release and discharge CORE23 BIOBANK and its processing laboratory at Core23 Biotechnology, LLC, Springfield, MO and their respective shareholders, directors, officers, employees, agents, representatives, and affiliates and their respective legal representatives, estates, successors and assigns, from and against any and all claims, causes of action or rights, known and unknown, that may arise from or relate to the activities and services described in this Informed Consent and the accompanying Client Service Agreement. Without limiting the foregoing, I further acknowledge that CORE23 BIOBANK is not responsible in any way for the actions of others including my physician, nurse and/or midwife, the birthing hospital or medical facility, staff of the hospital or medical facility, laboratory staff, and transporters of the Cord Blood. I understand that by agreeing to this Release from Liability I am giving up rights that I might otherwise have now or in the future to seek money damages or other remedies or relief from CORE23 BIOBANK, its affiliates, and other persons and entities named in this Release from Liability.

SECTION 2 – CLIENT SERVICE AGREEMENT

This Agreement (the "Agreement") is between Core23 Biotechnology, LLC, DBA Core23 Biobank ("CORE23 BIOBANK") and the mother of the unborn child whose placenta umbilical cord blood and the stem cells contained therein (collectively, "Cord Blood") is to be collected at the time of its birth (the "Child") representing herself, the Child, its parents, and legal guardians (collectively referred to as "Client").

For good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

Cord Blood Services. Client is responsible for arranging for the collection of blood from the umbilical cord and for its delivery to CORE23 BIOBANK upon the birth of the Child. Client shall ensure that the Cord Blood is retrieved using the collection kit and according to the instructions provided by CORE23 BIOBANK. Upon determining that the Cord Blood is suitable for processing, CORE23 BIOBANK shall process and cryopreserve the Cord Blood for the storage period described below.

Rights to the Cord Blood. Subject to the orders of any court of competent jurisdiction and to the terms and conditions of this Agreement, all right, title, and interest in the Cord Blood shall belong to Client until the 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. In such event, for purposes of this Agreement the Child shall become Client.

Maintaining Information. Client agrees to provide CORE23 BIOBANK and its agents and representatives with complete and accurate information in writing concerning the full name, address, phone numbers, and other contact information of Client and the Child. Client also agrees to provide such other information that CORE23 BIOBANK may require for the testing of the Cord Blood, maternal blood, performance of its services, compliance with laws, regulations, permits and certifications, as well as for the proper identification of Client and the Child. If any information that Client has provided to CORE23 BIOBANK changes or is no longer valid, Client agrees to give CORE23 BIOBANK prompt written notice of all such changes and invalidity.

Term; Storage Period. This Agreement shall be effective on the date of CORE23 BIOBANK's acceptance of Client's properly completed and signed Informed Consent and this Agreement. The Agreement shall terminate in accordance with this agreement below. By selecting one of the storage options below Client's signature, Client can choose renewable annual storage ("Annual Storage") or long-term storage ("Long-Term Storage"). Storage will commence on the date that CORE23 BIOBANK receives the Cord Blood. Each Annual Storage period under this Agreement shall be for twelve (12) months ("Storage Period"). If Client selects Annual Storage, the Storage Period will automatically renew for an additional twelve (12) months upon CORE23 BIOBANK's receipt of the annual service fee, unless this Agreement has been terminated. If Client selects Long-Term Storage, storage of the Cord Blood will expire at the end of the specified Long-Term storage term. At such expiration date there is no automatic renewal.

Termination. This Agreement shall terminate upon CORE23 BIOBANK's notice to Client of any of the following events: (i) receipt of the results of a blood test indicating, in CORE23 BIOBANK's sole discretion, that the Cord Blood is not appropriate for storage; or (ii) failure of Client to pay the annual service fee when due or to pay any other payment required of Client hereunder; or (iii) failure of Client to perform any other material obligation required of Client hereunder after notice to Client and an opportunity to cure within ten (10) business days after the date of the notice; or (iv) without limiting the foregoing, failure of Client to provide maternal blood for testing or material information that CORE23 BIOBANK needs for the performance of its services or compliance with laws, regulations or accreditation after notice to Client and an opportunity to cure within ten (10) business days after the date of the notice or if the notice is returned undelivered to Client for any reason. Notwithstanding the foregoing, either party may terminate this Agreement on sixty (60) days' prior written notice to the other party.

Disposition Upon Termination.

A.) Upon termination of this Agreement for any reason, Client shall arrange for the disposition of the Cord Blood. Client must pay all costs associated with such disposition and CORE23 BIOBANK's cancellation fees, plus any other amounts that may be due to CORE23 BIOBANK (including without limitation any unpaid service charges) prior to CORE23 BIOBANK's removing the Cord Blood from cryostorage.

B.) Client must notify CORE23 BIOBANK within 30 days after sending or receiving a notice of termination this agreement, of the arrangements Client has made concerning the disposition of the Cord Blood.

C.) If CORE23 BIOBANK has not received the timely written notice required in this agreement or if Client fails to comply with its other material obligations in this agreement after notice by CORE23 BIOBANK and an opportunity to cure within ten (10) business days after the date of the CORE23 BIOBANK notice, CORE23 BIOBANK shall retain all rights to the Cord Blood and may, in its sole discretion, deem the Cord Blood abandoned. CORE23 BIOBANK shall be entitled to dispose of such abandoned Cord Blood in any fashion in CORE23 BIOBANK's sole discretion, including without limitation by destruction, donation, or transfer for value.

Payment Terms. Client agrees to pay to CORE23 BIOBANK all applicable fees set out on CORE23 BIOBANK's Service Fee Schedule, including the Administration and Kit Fee, the Processing Fee, Transport Charge and the Annual Service Fee. CORE23 BIOBANK reserves the right to increase the Annual Service Fee proportionately to any increases in material costs or charges imposed by third parties, as well as increases in the cost of living as reported on an index maintained by the United States Department of Commerce Bureau of Labor and Statistics and selected as appropriate in the sole discretion of CORE23 BIOBANK.

Refunds. If CORE23 BIOBANK terminates this Agreement under the last sentence of this agreement, CORE23 BIOBANK shall refund a pro rata portion of the Long-Term Service fee after deduction of any costs and expenses involved with the disposition of the Cord Blood in accordance with Client's instructions. If Client fails to comply with its obligations in this agreement, CORE23 BIOBANK reserves the right to retain the entire Long-Term Service fee. Except as explicitly provided herein, fees paid by Client are not refundable.

No Warranty. Client acknowledges that neither CORE23 BIOBANK nor any of its officers, directors, shareholders, executives, employees, agents (including without limitation marketing agents), representatives, consultants, or affiliates has made nor makes herein any representations or warranties to Client, express or implied, 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; (iii) advantages of Cord Blood transplantation over other types of treatment using stem cells; or (iv) successful preservation of Cord Blood through cryopreservation.

Indemnification. Client agrees to indemnify, defend and hold harmless CORE23 BIOBANK and its affiliates, including without limitation its processing laboratory at Core23 Biotechnology, LLC and their respective shareholders, directors, officers, employees, agents (including without limitation marketing agents), and other representatives from and against any and all claims, liabilities, losses, costs and expenses (including without limitation attorney's fees), damages, settlements, and judgments arising out of or related to the services actually or allegedly provided or not provided under this Agreement and claims concerning rights in and to the Cord Blood, its transportation, and its disposition. Client further acknowledges that CORE23 BIOBANK is not responsible for the actions of others including physicians, midwives, the birthing hospital or medical facility, hospital or medical facility staff, laboratory staff, and transporters of the Cord Blood. Notwithstanding anything that might be construed to the contrary in this Agreement, under no circumstances shall CORE23 BIOBANK and its affiliates and their respective shareholders, directors, officers, employees, agents (including without limitation marketing agents) and other representatives be liable to Client, Child or any third persons for indirect, special, punitive, consequential, or incidental damages. Notwithstanding anything that may be construed to the contrary herein, the maximum amount of all liability hereunder or with respect to the actions or omissions of CORE23 BIOBANK, its affiliates or such other persons, under any and all circumstances shall be the amount paid by Client to CORE23 BIOBANK hereunder.

Delivery Time Frame. Client agrees to use all reasonable efforts to deliver the Cord Blood to CORE23 BIOBANK's laboratory in Springfield, MO, as quickly as possible.

Preparation, Transfer, and Shipment. If the stem cells from the Cord Blood in storage are needed for treatment, Client shall provide timely written notice to CORE23 BIOBANK. The notice shall include the name and address of the physician and hospital receiving the Cord Blood and such other information as CORE23 BIOBANK may require for the transfer of the Cord Blood. Client will also need to provide CORE23 BIOBANK with an authorization by the transplant physician for release of the stem cells for transplantation. Client shall pay all costs related to the preparation and shipment of the Cord Blood prior to CORE23 BIOBANK's shipment thereof.

Assignment. CORE23 BIOBANK's obligations hereunder or the entire Agreement may be delegated or assigned by CORE23 BIOBANK to any business proprietor, association, partnership, corporation, or other form of business entity that is either providing a similar service or intends subsequent to such assignment to provide a similar service. In connection therewith, CORE23 BIOBANK reserves the right to transfer the Cord Blood, without cost to Client, to a storage facility maintained by or for such business entity.

Notices. All notices and other communications between the parties shall be in writing and deemed effective when received, provided that CORE23 BIOBANK shall be entitled to rely upon the last address provided by Client. Notwithstanding the foregoing, CORE23 BIOBANK's notices to Client shall be deemed effective three (3) business days after mailing or delivery to a courier with a label for such last address.

Force Majeure. CORE23 BIOBANK shall be excused from performance hereunder without liability of any kind to Client or any third party during any period of time in which an event of force majeure has occurred, including without limitation, natural disasters, strikes, acts of God, war, power failures, terrorist attacks, and government regulations.

Miscellaneous. This Agreement represents the entire agreement between the parties concerning the subject matter hereof and supersedes all other understandings, agreements, or representations. 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 (including without limitation, the Child and its legal representatives). The Agreement is an instrument under seal and shall be construed in accordance with the laws of the State of Missouri, without application of its principles of conflicts of laws. In the event of any litigation concerning this Agreement, Client consents to the jurisdiction of the courts located in Missouri, the city of Springfield, and the county of Greene, and personal service shall be deemed effective if made in accordance with the rules of such courts. If any provision of this Agreement is deemed unenforceable, the remaining provisions hereof shall nevertheless be fully enforceable in accordance with their terms. This Agreement may be executed in counterparts.

Client name (print)

Witness (print)

X

Client Name (sign) Date

X

Witness (sign) Date