babycell™

The Life Saving Cord Blood Bank



Client Enrolment & Agreement Form

Name: .....

.....

Client Code

Company Copy

Client Code

babycell™
The Life Saving Cord Blood Bank

Employment / Profession Details

Father's Name .....

Organization Name .....

Designation .....

Annual Salary/Income .....

Address .....

.....

City ..... State .....

Country ..... Pin Code .....

Telephone ....
Country Code STD Code Telephone Number

E-mail ID .....

Mother's Name .....

Organization Name .....

Designation .....

Annual Salary/Income .....

Address .....

.....

City ..... State .....

Country ..... Pin Code .....

Telephone ....
Country Code STD Code Telephone Number

E-mail ID .....

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial Father's Initial Birth mother, if not Client



babycell™

The Life Saving Cord Blood Bank

Your Health Partner

Standards Compliant
Licensed by Indian FDA. Accredited by BSI for GMP, GCP, GLP, and ISO 13485.

Anytime Anywhere
24x7x365 support of sample collection technicians.

Cost Effective
Most economical pricing with low cost EMI payment options. No hidden costs involved.

Ethical Governance
Medical, Legal and Financial information about the product and company is brought forward.

CFU
Only company that performs CFU at preservation stage to determine the differentiation potential of the cord blood cells.

New Born Screening
Newborn screening of sickle cell, metabolic, genetic & immune conditions. Medical advice from expert on diet & medication on detection.

Transplant Specialist
Panel of transplant specialists to provide consultation relating to stem cell transplantation.

Cell Therapy Leaders
India's first biotech company to introduce patient specific Cell Therapy for Cartilage and Bone diseases.

Exclusive Attention
Dedicated attention to your needs right from registration to sample requirement.

Kit Box
Temperature validated collection kits ensuring maximum cell viability.

Client Code

babycell™
The Life Saving Cord Blood Bank

ANNEXURE 1: ENROLMENT FORM - EXPECTANT PARENT'S DETAILS

This form must be filled and completed in **BLOCK LETTERS** in Blue / Black Ink only. All information fields are mandatory.

Personal Details

Mother's Name

Husband's Name

Mother's Date of Birth (D D / M M / Y Y Y Y) Husband's Date of Birth (D D / M M / Y Y Y Y)

Correspondence Address

City State

Country Pin Code

Telephone (Home) (Country Code / STD Code / Telephone Number) Occupation

Mobile 1 (Country Code / Mobile Number) Mobile 2 (Mobile Number)

E-mail ID 1

E-mail ID 2

If Permanent Address is same as Correspondence Address (Tick) ☐

Permanent Address
(if different from above)

City State

Country Pin Code

Identity Proof ☐ Husband ☐ Mother

Identity Proof ☐ PAN ☐ Passport ☐ Driving Licence ☐ Voter ID ☐ Other

If other, please specify

ID Proof No.

Hospital & Birthing Details (To inform Bank of any changes prior to delivery)

Expected Date of Delivery (D D / M M / Y Y Y Y)

Type of Pregnancy (Tick) ☐ Single Birth ☐ Twins ☐ Triplets ☐ Quads

Consulting Gynaecologist

Consulting Hospital Address

City State

Country Pin Code

Telephone (Country Code / STD Code / Telephone Number)

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial Father's Initial Birth mother, if not Client

babycell™
The Life Saving Cord Blood Bank

Delivering Hospital Details (if different from consulting Gynaecologist)

Gynaecologist Name

Hospital Address

City State

Country Pin Code

Telephone
Country Code STD Code Telephone Number

Shipment Details

Send Collection Kit to (Tick) ☐ Correspondence address ☐ Permanent address

Shipping Address (if different from above)

City State

Country Pin Code

Telephone
Country Code STD Code Telephone Number

Details of Reference / Details of returning Babycell Client

If you are an existing Babycell Client, please provide details as below:

UIN

If referred by an existing Client, please provide details as below:

Referring Client's Name

Mobile 1
Country Code Mobile Number

TICK AS APPLICABLE FOR BABYCELL SERVICE

☐ Requesting Bank to arrange for pick-up of Maternal sample & Umbilical Cord

☐ Requesting Bank to organise for Phlebotomist

I confirm that the information provided above is correct to the best of my knowledge and I also agree to keep BABYCELL informed in case of change of above details for future communication.

Mother's Initial Father's Initial Birth mother, if not Client

Name Name Name

Date
D D M M Y Y Y Y

For Bank use only

Name of BABYCELL Executive Employee Code

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial Father's Initial Birth mother, if not Client

Client Code

babycell™
The Life Saving Cord Blood Bank

ANNEXURE 2:HEALTH HISTORY QUESTIONNAIRE

(GENETIC MOTHER)

The following questions are required for determination of donor-eligibility. We understand that there may be sensitivities to some of the questions, and inconvenience is regretted. However, response is mandatory.

		Yes	No
1.	Do you have or have a history of any medical condition that could affect the collection or use of the stem cells such as, a) Cancer, Diabetes, Hepatitis, Blood Disease, Bleeding Problem, Heart Disease, Drug or Alcohol abuse. b) HIV/AIDS or a positive test for the HIV/AIDS virus, HTLV, Malaria, Hepatitis? c) Stroke, Seizure or Multiple Sclerosis, Lung Disease, Kidney Disease, Liver Disease, Babesiosis, Genetic Disorder?	☐ ☐ ☐	☐ ☐ ☐
2.	Do you currently have or are you being treated for any type of infection?	☐	☐
3.	Do you have, or have a family history of Dementia, Degenerative or Neurological Disease, or Creutzfeldt-Jakob Disease?	☐	☐
4.	In the past 6 months, have you received a bite from an animal suspected of Rabies or taken any vaccinations (shots) for the same?	☐	☐
5.	Have you been treated for a sexually transmitted disease in the last 12 months?	☐	☐
6.	In the past 12 months, have you had any immunisations, tattoos, body piercing, an accidental needle-prick, or come into contact with someone's blood, open wound, or small pox vaccination site and/or bandage?	☐	☐
7.	In the past 12 months, have you been in juvenile detention, lock-up, jail or prison for more than 72 hours?	☐	☐
8.	In the past 12 months, have you lived with a person who has Hepatitis?	☐	☐
9.	Have you in the past 5 years received compensation for sex?	☐	☐
10.	Have you ever received whole blood, blood factor products, blood derivatives, growth hormones, bone or skin graft, or a tissue, organ (either human or animal), dura mater or bone marrow transplantation?	☐	☐
11.	Have you in the past 12 months had intimate contact with a male who has ever had sexual contact with another male, anyone who has HIV/AIDS or a positive test for HIV/AIDS virus, anyone who has Hepatitis or anyone described in questions 9 and 10?	☐	☐
12.	From 1980 through 1996 have you? a) Spent 3 months or more cumulatively in the United Kingdom? If so, what city and county? b) Resided at a US military base in Europe for 6 months or more cumulatively? If so, what city and country?	☐ ☐	☐ ☐
13.	Have you been or travelled to a country endemic for SARS, Avian Flu, H1N1 (Swine) Flu or had intimate contact with someone having risk factors?	☐	☐
14.	Have you been or travelled to a country endemic for, and/or suffered from Malaria, Chikungunya, Dengue and West Nile Fever?	☐	☐
15.	In the past 12 months, have you visited or lived outside of India? Please list the countries, cities and the duration of your stay(s)?	☐	☐
16.	Personal History a) Are you and the would-be baby's genetic father, blood relatives? b) Did this pregnancy result from Donor Egg/Sperm/Surrogate? c) Have you ever had abnormal pregnancy?	☐ ☐ ☐	☐ ☐ ☐

		Yes	No	WHO
17.	Family History - If yes, please use the following codes for WHO? M - Mother F - Father MSS - Maternal Side Sibling FSS - Father Side Sibling GPM - Grand Parent Maternal Side GPF - Grand Parent Father's Side OMS - Others Maternal Side OFS - Others Father Side a) Any blood relatives with cancer/leukemia before 20 years of age? b) Any Red Cell related Disease or any Metabolic/Storage Disease or any diseases of Immune Deficiency or Genetic Diseases? If yes, please list the details as below.	☐ ☐	☐ ☐	☐ ☐

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial | Father's Initial | Birth mother, if not Client

Client Code

babycell™
The Life Saving Cord Blood Bank

Please mention the question number and provide details in which an affirmative (Yes) response was ticked and/or any other medical details/history that you would like to highlight.

Bank reserves the right to terminate the Agreement if it finds that any information provided in Health History Questionnaire by you is false or that you had intentionally withheld material information. In such case, there will be no refund of fees paid. Should the Umbilical Cord and/or the Cord Blood (Specimen) is/are stored in our facility, the Specimen shall be disposed by Bank or transferred to cord blood unit and/or umbilical cord facility nominated by you.

We understand that all information herein will be kept confidential except for transplantation purpose and governmental institution or its appointed agencies that may inspect records in accordance with the applicable laws or regulations. We therefore certify that we have answered the above questions truthfully and to the best of our knowledge.

Genetic Mother

Signature

Name:

For Regenerative Medical Services Pvt. Ltd.

Reviewed by:

Comments:

Signature

Date

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial

Father's Initial

Birth mother, if not Client

Client Code

babycell™
The Life Saving Cord Blood Bank

ANNEXURE 3:HEALTH HISTORY QUESTIONNAIRE

(NON-CLIENT BIRTH MOTHER)

The following questions are required for determination of donor-eligibility. We understand that there may be sensitivities to some of the questions, and inconvenience is regretted. However, response is mandatory.

		Yes	No
1.	Do you have or have a history of any medical condition that could affect the collection or use of the stem cells such as, a) Cancer, Diabetes, Hepatitis, Blood Disease, Bleeding Problem, Heart Disease, Drug or Alcohol abuse. b) HIV/AIDS or a positive test for the HIV/AIDS virus, HTLV, Malaria, Hepatitis? c) Stroke, Seizure or Multiple Sclerosis, Lung Disease, Kidney Disease, Liver Disease, Babesiosis, Genetic Disorder?	☐ ☐ ☐	☐ ☐ ☐
2.	Do you currently have or are you being treated for any type of infection?	☐	☐
3.	Do you have, or have a family history of Dementia, Degenerative or Neurological Disease, or Creutzfeldt-Jakob Disease?	☐	☐
4.	In the past 6 months, have you received a bite from an animal suspected of Rabies or taken any vaccinations (shots) for the same?	☐	☐
5.	Have you been treated for a sexually transmitted disease in the last 12 months?	☐	☐
6.	In the past 12 months, have you had any immunisations, tattoos, body piercing, an accidental needle-prick, or come into contact with someone's blood, open wound, or small pox vaccination site and/or bandage?	☐	☐
7.	In the past 12 months, have you been in juvenile detention, lock-up, jail or prison for more than 72 hours?	☐	☐
8.	In the past 12 months, have you lived with a person who has Hepatitis?	☐	☐
9.	Have you in the past 5 years received compensation for sex?	☐	☐
10.	Have you ever received whole blood, blood factor products, blood derivatives, growth hormones, bone or skin graft, or a tissue, organ (either human or animal), dura mater or bone marrow transplantation?	☐	☐
11.	Have you in the past 12 months had intimate contact with a male who has ever had sexual contact with another male, anyone who has HIV/AIDS or a positive test for HIV/AIDS virus, anyone who has Hepatitis or anyone described in questions 9 and 10?	☐	☐
12.	From 1980 through 1996 have you? a) Spent 3 months or more cumulatively in the United Kingdom? If so, what city and county? b) Resided at a US military base in Europe for 6 months or more cumulatively? If so, what city and country?	☐ ☐	☐ ☐
13.	Have you been or travelled to a country endemic for SARS, Avian Flu, H1N1 (Swine) Flu or had intimate contact with someone having risk factors?	☐	☐
14.	Have you been or travelled to a country endemic for, and/or suffered from Malaria, Chikungunya, Dengue and West Nile Fever?	☐	☐
15.	In the past 12 months, have you visited or lived outside of India? Please list the countries, cities and the duration of your stay(s)?	☐	☐
16.	Personal History a) Are you and the would-be baby's genetic father, blood relatives? b) Did this pregnancy result from Donor Egg/Sperm/Surrogate? c) Have you ever had abnormal pregnancy?	☐ ☐ ☐	☐ ☐ ☐

		Yes	No	WHO
17.	Family History - If yes, please use the following codes for WHO? M - Mother F - Father MSS - Maternal Side Sibling FSS - Father Side Sibling GPM - Grand Parent Maternal Side GPF - Grand Parent Father's Side OMS - Others Maternal Side OFS - Others Father Side a) Any blood relatives with cancer/leukemia before 20 years of age? b) Any Red Cell related Disease or any Metabolic/Storage Disease or any diseases of Immune Deficiency or Genetic Diseases? If yes, please list the details as below.	☐ ☐	☐ ☐	☐ ☐

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial | Father's Initial | Birth mother, if not Client

Please mention the question number and provide details in which an affirmative (Yes) response was ticked and/or any other medical details/history that you would like to highlight.

Bank reserves the right to terminate the Agreement if it finds that any information provided in Health History Questionnaire by you is false or that you had intentionally withheld material information. In such case, there will be no refund of fees paid. Should the Umbilical Cord and/or the Cord Blood (Specimen) is/are stored in our facility, the Specimen shall be disposed by Bank or transferred to cord blood unit and/or umbilical cord facility nominated by you.

We understand that all information herein will be kept confidential except for transplantation purpose and governmental institution or its appointed agencies that may inspect records in accordance with the applicable laws or regulations. We therefore certify that we have answered the above questions truthfully and to the best of our knowledge.

CONSENT OF NON-CLIENT BIRTH MOTHER FOR COLLECTION

The Client and non-Client birth mother of the Child hereby undertake that they have adhered to Indian guidelines governing surrogacy case.

The non-Client birth mother has reviewed the Agreement along with all annexure hereto and hereby acknowledges and agrees that she is not the Legal Guardian of the Child, is not a party or third-party beneficiary to the Agreement and therefore she waives, releases, abandons, relinquishes any and all rights or entitlement to the umbilical cord and/or cord blood of the Child(ren) and Maternal Blood to the Client who will assume all parental rights and responsibilities for the Child(ren) from that time forward. Non-Client birth mother hereby consents and agrees to the testing of the Maternal Blood as referenced in the Agreement and consents and agrees to release of the test results to the Client. Non-Client birth mother agrees that she has no right to enforce any term, conditions or provision of the Agreement, or to exercise any right of the Client under the Agreement. Non-Client birth mother has been given full opportunity to ask questions including but not limiting to benefits, limitations, risks, and discomfort of cellular donation and had those questions were answered satisfactorily. Likewise, she assumes all risk associated with the collection of the Umbilical Cord, including the Maternal Blood Sample.

Non-Client Birth Mother

Signature

Name: _____

For Regenerative Medical Services Pvt. Ltd.

Reviewed by: _____

Comments: _____

Signature

Date

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial

Father's Initial

Birth mother, if not Client

Client Code

babycell™
The Life Saving Cord Blood Bank

ANNEXURE 4:INFORMED CONSENT FORM

We, the mother and father, collectively known as the Client, for and on behalf of our to-be-born Child (ren), provide the following consent and release.

We confirm that we have been advised that we should discuss our decision to have our Child's Umbilical Cord collected with our Caregiver as indicated in the Client enrolment form and we have either already done so, or will be doing so. We further acknowledge that the Umbilical Cord collected by our Caregiver has to be assessed by Bank before it can be processed or stored, and it may not be found to be suitable for cryopreservation.

In any event should there be a complication in the delivery of the Child, priority will be given to the health and safety of the mother and Child. The decision to proceed with collection of the Umbilical Cord rests solely with the Caregiver and accordingly Bank cannot be held responsible for the actions or omissions of the Caregiver.

RISK, DISCOMFORTS AND BENEFITS OF STEM CELL THERAPY AND ALTERNATIVE TO STEM CELL THERAPY

We acknowledge that we had the opportunity to seek legal advices from other qualified third parties and ask questions regarding the risks, discomforts and benefits of and alternatives to stem cell therapy and any other matters of concern to us regarding the collection, processing, testing cryopreservation and release of the Umbilical Cord and such questions have been answered satisfactorily.

We recognize that despite rigorous collection process, there remains an inherent risk of bacterial and/or fungal contamination due to bacteria and/or fungi in the birth canal, a natural occurrence of the birthing process and even the transportation process, which will render the cord blood and/or umbilical cord collected inappropriate for processing, cryopreservation or retrieval. Also, the amount of cord blood and umbilical cord and hence stem cells that can be collected will vary depending on the size and weight of the Child and the length of the umbilical cord.

Inspite of the above facts, we understand that with every passing day due to medical breakthrough, there is an increased possibility of treating more and more complex diseases with the use of preserved stem cells.

We understand that long-term cryopreservation of samples could be associated with risk of either loss of viability, transmission of infectious diseases, partial or total loss due to reasons beyond reasonable control of Bank. However no assurance can be provided on the maintenance of viability for indefinite cryopreservation, and that the sample may be lost due to equipment failure and/or accident which may render the sample unfit for transplantation.

We further understand that cryopreservation of Specimen will not only benefit the Child but it may even exhibit higher chance of matching with other immediate family members. However there will be less chances of rejection by the body in case of autologous transplantation.

We acknowledge that our family or the Child's immediate family members may never use the cord blood and/or the umbilical cord (the “Specimen”) or may not have the required Human Leukocyte Antigen (HLA) match and that no assurance, representations, warranties have been given to us by Bank or its representatives, that therapy using stem cells will be indicated or effective or will be suitable for future medical use or whether any diseases suffered by the Child or any recipient may be successfully treated with stem cells from the Specimen.

CONSENT TO INFECTIOUS DISEASE & HIV TESTING

I, mother or non-client birth mother, hereby consent to blood samples being taken from me by my Caregiver at the time of delivery independent of previous infectious disease/HIV testing which may have been done during pregnancy. Such samples are to be transported to Bank's designated laboratory and tested by Bank or its agents for infectious diseases (such as, including but not limited to HIV, Hepatitis) and that in future, confirmatory or additional test (such as genetic tests) may be carried out with the discovery of new disease or as required by government regulation. I understand that there are risks to having my blood drawn, which may include bruising, redness and/or inflammation around the needle site.

Test on Maternal Blood Samples, including but not limited to the following:

- HIV 1 & 2
- Anti-HBC
- Anti-HCV
- HTLV I/II
- CMV-IgM/IgG
- Malaria
- Syphilis

If any of these tests are positive, a confirmatory test is performed by an approved external agency and only if the confirmatory test is positive, then further course is decided with counselling. The results will not be disclosed to any other party without consent, except to the extent if disclosure is required by law.

COLLECTION AND TESTING OF SPECIMEN

We hereby give consent to my Caregiver for collecting the Umbilical Cord after the birth of our Child in accordance with the instructions provided to him by Bank for such collection and for the Umbilical Cord to be transported to Bank for processing, testing cryopreservation and for its release. We further acknowledge that prevailing standards relating to collection, processing, testing, cryopreservation and release of Specimen may change from time to time in future.

Test on Umbilical Cord, including but not limited to the following:

- Blood grouping & RH typing
- Total Nucleated Cell Count
- CD 34 Stem Cell Viability
- Total CD 34 Cell Count
- Total Mononuclear Cell Count
- Sterility
- Colony Forming Unit (on published price only)

Test on Specimen at the time of retrieval, including but not limited to the following:

Babycell™ (Umbilical Cord Blood)

- HLA Typing

Biocord® (Umbilical Cord Tissue)

- HLA Testing
- Cell Count
- Cell Viability
- Sterility
- Mycoplasma
- Endotoxin
- Flow Cytometry (cell characterisation)

Subhrojyoti Choudhury
Director (RMSPL)

Mother’s Initial | Father’s Initial | Birth mother, if not Client

Client Code

babycell™
The Life Saving Cord Blood Bank

DISCLOSURE OF MEDICAL INFORMATION (MOTHER AND CHILD)

We understand that appropriate confidentiality will be maintained for all patient records concerning the service but that the government agencies may inspect records. Accordingly, we hereby consent to the release of the results of the testing and/or additional confirmatory tests of the Maternal Blood samples and medical records (including details of genetic history) and the results of the tests of the Specimen of the Child and his/her medical records, to the Caregiver, to Bank's agent, to relevant government authorities and/or where disclosure is required by law.

AUTHORIZATION TO COLLECT UMBILICAL CORD

After accepting the aforesaid facts, we hereby release our Caregiver, the hospital or Birthing centre, Bank and their officers, directors, employees, agents, affiliates, successors and assignees from any and all liabilities for any loss, harm, damage or claim of any kind in connection with the collection, transportation, processing, testing, cryopreservation and release of the Specimen and collection, transportation and testing of the maternal blood and specimen at Bank or its designated facility.

We have read the above information and hereby give our consent for collection, processing, testing, cryopreservation and release of stem cells obtained from Umbilical Cord collected at birth of our Child.

Signed by the Client with details as per the Enrolment Form:

Signature of Mother/Legal Gurdian:	Signature of Father/Legal Gurdian:	Signature of Birth Mother (If not Client):
Name of Mother/Legal Gurdian:	Name of Father/Legal Gurdian:	Name of Birth Mother (If not Client):
Date:	Date:	Date:

NOMINATION

Name of Nominee /Guardian

Relationship

Mailing address

Telephone — Country Code | STD Code | Telephone Number

Mobile no

Signature of Nominee _____

For Bank use only

Signature	Signature
Name of Medical Administrator	Name of Medical Director
Date:	Date:

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial | Father's Initial | Birth mother, if not Client

Client Code

babycell™
The Life Saving Cord Blood Bank

ANNEXURE 5:FEE SCHEDULE

Description of Service

Babycell™ Biocord® : Collection, Processing, Testing, Cryopreservation and Release of Umbilical Cord derived Specimen.

I wish to enrol for (Tick):

☐ A. BASIC PLAN

1. Babycell™ Biocord®
2. CFU
Fee ₹.79,000/-only

☐ B. PREMIUM PLAN

1. Babycell™ Biocord®	4. New Born Screening
2. CFU	5. Health Check-up for one family member
3. Personalised Ante-natal Care	
Fee ₹.89,000/- only	6. HLA Typing

☐ C. ULTRA PREMIUM PLAN

1. Babycell™ Biocord®	7. Gift Hamper
2. CFU	8. Data Logger Facility
3. Ante-natal Care Home Session	9. Maternity Photo Shoot
4. Post-natal Care Home Session	10. HLA Typing
5. New Born Screening	11. HLA Cross Matching
6. Full Body Screening for One Family Member	12. Haemoglobinopathy Test
Fee ₹.1,49,000/- only (ONE TIME PAYMENT ONLY)	

☐ D. SIBLING PROGRAMME

Babycell™ Biocord®

COMPANY COPY

Mode of Payment (WE DO NOT RECOMMEND PAYMENT BY CASH)

1. ☐ One Time Payment

☐ Cheque ☐ Credit card ☐ Debit card ☐ Online/Netbanking

Transaction/Cheque Date: DD/MM/YY Transaction/Cheque No.: .....

2. ☐ EMI on Credit Card (Interest FREE to Client):

Months	3 months	6 months	9 months	12 months	18 months (only for HDFC card holders)
EMI Amount					
Total Amount					
Bank Name					

3. ☐ BAJAJ FINSERV for EMI (Interest FREE to Client):

☐ A. BASIC PLAN Initial amount: ₹.10,000/-

☐ Cheque ☐ Cash ☐ Online ☐ Credit Card

Months	12 months	18 months
Instalments	₹.5750/-	₹.3830/-

☐ B. PREMIUM PLAN Initial amount: ₹.15,000/-

☐ Cheque ☐ Cash ☐ Online ☐ Credit Card

Months	12 months	18 months
Instalments	₹.6160/-	₹.4110/-

Supporting Documents

☐ ID Proof ☐ Address Proof ☐ ECS Mandate Form ☐ Cancelled Cheque

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial Father's Initial Birth mother, if not Client

Client Code

babycell™
The Life Saving Cord Blood Bank

UMBILICAL CORD AND CORD BLOOD AGREEMENT

I/We, the mother and father (the 'Client'), on behalf of myself/ourselves and my/our unborn Child, engage Regenerative Medical Services Private Limited (the 'Bank'), a company incorporated under the Companies Act, 1956, and having its registered office at 2 ABC, Acme Plaza, Andheri Kurla Road, Mumbai-400059 and having license no. PD/50 under rules made under Drugs and Cosmetics Act, 1940; this day of DD MM Y Y Y Y (the 'Enrolment Date'), for processing, testing, cryopreservation and release of stem cells obtained from the umbilical cord collected at birth of the Child on the following terms:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

a) **"Agreement"** shall mean this Agreement together with all the annexures hereto.

b) **"Birthing Centre"** shall mean the Hospital/Clinic/Nursing Home or any other place where the Client is due to deliver the Child.

c) **"Caregiver"** shall mean the Obstetrician/Gynaecologist, certified mid-wife or any medical professional who will be assisting in delivering the Child.

d) **"Child"** shall mean the individual, born to the Client whose Umbilical Cord will be collected following his/her birth.

e) **"Collection Kit"** means the kit consisting of all necessary materials provided by Babycell™ to the Client after enrolment, for the purpose of collection of Maternal Blood and the Umbilical Cord.

f) **"Legal Guardian"** shall refer to someone who is appointed to care for and/or handle the affairs of the Child in absence of the parents and shall be appointed by the Parents/law for handling/responsible for the Child's welfare & administering his/her affairs.

g) **"Maternal Blood Sample"** shall mean any blood taken directly from the body of the mother and/or surrogate mother, observing the Standard Phlebotomy Procedures, before or after the birth of the baby, using the consumables provided by Babycell™.

h) **"Umbilical Cord"** shall mean and includes the blood inside umbilical cord and/or placenta, and the tissue remaining after the collection of the blood.

i) **"Specimen"** shall mean and includes stem cells obtained from Umbilical Cord useful for (including but not limited to) treatment of illness such as Thalassemia, Leukemia.

j) **"Surrogate Mother"** shall mean the woman who has agreed to the Client to have the embryo generated from the sperm and the oocyte of the Client, implanted in her to carry the pregnancy to full term and deliver the Child to the Client.

k) **"Term of Agreement"** Unless otherwise stated, this Agreement shall commence upon the enrolment date mentioned at the start of the Agreement and will continue for a period of 21 years from the date of cryopreservation of Specimen as mentioned in the certificate of cryopreservation or till the termination of this Agreement, whichever is earlier.

1.2 Except where the context requires or otherwise, words imparting the singular shall include plural and vice versa; the word "Client" refers to the mother individually and/or the mother and father collectively as the context requires, words denoting one gender includes the other gender, reference to recitals, clauses and schedules are for convenience only.

2. SERVICES TO BE PROVIDED

2.1 The Bank shall obtain all statutory permissions and licenses that might be required for providing the services contemplated under this Agreement.

2.2 The Bank shall upon Client's successful enrolment provide to the Client:

i) Copy of this Agreement

ii) A Unique Identification Code, specially assigned for the Client for individual identification; and

iii) A Collection Kit for the purpose of collection of the Umbilical Cord and Maternal Blood sample.

2.3 The Umbilical Cord would be tested, processed and cryopreserved in accordance to approved standard operating procedure and in compliance with statutory regulations.

2.4 Upon successful collection, processing, testing and cryopreserved, Bank shall provide the Client with a Cryopreservation Certificate confirming successful cryopreservation of the Specimen along with Specimen test results within 30 days of receipt of Umbilical Cord at Bank's designated laboratory subject to receipt of all due payments and documents.

2.5 In the event that the Umbilical Cord is determined by Bank to be unfit for processing and/or cryopreservation for any reason in rarely occurred circumstances, such as insufficient volume, low cell count/viability, positive screening of infectious diseases, microbial contamination of Umbilical Cord, etc then Bank shall inform the Client on such status and seek instructions for the disposition of the Specimen. If Bank does not receive written reply from the Client within 45 days of such notice, then Bank reserves the right to dispose off the Specimen without further liability. The suitability of the Specimen for cryopreservation is determined solely by the Bank.

2.6 In the event Maternal Blood found to be unfit or not provided, Bank will notify the Client immediately and seek another collection. If the Maternal Blood is not provided within 7 days of Child birth the Specimen can be used only for autologous purposes.

2.7 At least three (3) months before the expiration of the term of agreement, Bank shall intimate the Client or Child's legal guardians and/or Child regarding the expiry of the Agreement, along with terms for continued storage. Accordingly the Client or Child (upon attaining age of majority) can enter into a new Agreement and continue the cryopreservation.

2.8 Bank understands that the cryopreserved Specimen is a sole property of the Client, and therefore Bank shall at its own discretion not subject it to any unauthorised usage or even donate it for research or therapeutic purpose.

3. CLIENT'S RESPONSIBILITIES

3.1 The Client is responsible for

i) Informing the Caregiver of the intention to have the Umbilical Cord collected with Bank.

ii) Providing the Caregiver with the Collection Kit at the time of Child birth, and arranging with the Caregiver for collection, preparation and labelling of the Maternal Blood and the Umbilical Cord for delivery to designated laboratory.

iii) Notifying Bank promptly in writing of any changes in name, address, telephone number, e-mail address or in legal guardianship of the Child and change in the hospital where delivery is scheduled.

iv) Any such information that Bank may reasonably require from time to time for carrying out Bank's services.

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Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial | Father's Initial | Birth mother, if not Client

3.2 Prior to the delivery of the Child, Client must submit this Agreement comprising of the Enrolment form, Health History Questionnaire, Informed Consent, Fee Schedule and such other forms as may be provided by the Bank, duly signed along with the payment of due fees to Bank. If surrogate, egg or sperm donor was used, each must fill out Health History Questionnaire.

4. FEES, PAYMENT TERMS AND ADDITIONAL SERVICES

4.1 The Client agrees and undertakes to make payment to the Bank of the fees as set out in the Fee Schedule as per plan opted and as and when they fall due. The Fee Schedule includes but not limited to enrolment, administration, processing, testing, cryopreservation, maintenance and release of the Specimen.

4.2 The Client may also choose to opt for additional services on account of the confirmatory test, if required at the time of retrieval as per suggestion of an authorized transplantation physician as the situation demands and pay additional fees for the same.

4.3 The services and the payment terms mentioned on the "Fee Schedule" endorsed by both the parties shall be deemed to be final and binding. No additional services or discounts shall be considered after the endorsements. Likewise, Fee Schedule is exclusive of all taxes, present or future including but not limiting to service tax and the Client shall be liable to make payment on account of any taxes, duties or levies as and when imposed by law.

4.4 All fees paid by Client to Bank are non-refundable upon commencement of cryopreservation of the Specimen.

5. RIGHTS TO SPECIMEN

5.1 Unless otherwise defined by applicable law, the Specimen remains the property of the Child throughout. Until the Child reaches legal age, the Client/Legal Guardian(s) has/have all rights and responsibility to consent to the processing, testing, cryopreservation and release of the Specimen, fees and any other requirement for services under this Agreement.

5.2 If there is a disagreement between parents, the mother's wish shall prevail.

5.3 The Client undertakes to inform the Child promptly of his/her right with regards to the Specimen on the Child attaining majority, including the right to renew this Agreement.

6. CRYOPRESERVATION

6.1 The Specimen shall be initially stored in the Cryopreservation Facility located at Lonavala, Maharashtra. The Bank reserves the right to re-locate the cryopreserved Specimen, at its own discretion, to any other Cryopreservation Facility owned by it within or outside India. The Bank shall however duly inform the Client within 30 days of such shifting.

6.2 Any components (including but not limited to plasma and red blood cells) that remain after processing and cryopreservation of the Specimen will be disposed off by Bank as medical waste.

7. RETRIEVAL OF SPECIMEN

7.1 The Bank does not charge any fees for retrieval of Specimen by the Client for approved transplantation.

7.2 In the event the Specimen is required for approved stem cell transplantation, the cryopreserved Specimen will be available for access or delivery by or before the end of 14 working days after receipt of written request along with all necessary details as listed in clause 7.3 from the Client. However, in case of expansion of cells, the requested cell type and dosage would be available for access or delivery by or before the end of 90 working days after receipt of written notice and details pursuant to clause 7.3.

7.3 The Client shall, in event of the Specimen being retrieved pursuant to Clause 7.2:

a) Submit the duly signed Release Form provided by the Bank;

b) Provide the Bank with the information regarding the hospital to whom and the date when the Specimen is to be delivered along with the consulting physician's certificate/authorisation regarding the treatment for which the Specimen is required. The cryopreserved Specimen can only be released for use in compliance with the statutory regulations and government guidelines at the place of transplantation;

c) Provide the Bank a Transfer Indemnity Form which would require the Client's signature for release of Bank from any liability which may arise only in connection with the handling and/or further manipulation of the Specimen by a third person or organisation.

d) Pay all fees due to the Bank in full as specified in clause 4, prior to retrieval of the Specimen.

8. BABYCELL CLIENT BENEFIT PROGRAMMES

8.1 REGROW® HEALTH COVER

The Bank, along with its allied activities, is also engaged in delivery of the most advanced cell therapy treatments like OSSRON™ and CHONDRON®. If, during the tenure of the Agreement, Client chooses to get treated through therapies offered by Bank, Bank shall offer a discount up to 10% on the maximum retail price of the therapies prevailing at the time of requirement. This is applicable only one time per individual per joint / bone under either of the aforesaid treatments which is prescribed by a physician expert in cell therapy technique to the Child, biological parents and biological siblings within any hospital qualified in the territory of India. It is expressly clarified that discount is not extended towards third party cost including but not limiting to surgical cost, consultancy charges, hospital cost, equipment cost, other medication and procedural cost.

8.2 LOYALTY PRIVILEGE

A returning Client, whose Child's Agreement is valid and in force and who has not defaulted in payment obligation for services opted as per Fee Schedule, is eligible for a loyalty deduction up to 10% on the MRP prevailing at relevant time when preserving Specimen of the subsequent newborn Child with the Bank.

8.3 QUALITY ASSURANCE

If the Specimen upon retrieval for an approved haematopoietic stem cell transplantation, could not be used for the Child or its biological sibling or either of its biological parents for the sole reason that the viability does not meet banks then prevailing viability criteria benchmarked against existing national or international best practices other than for the causes stated under clause 11.1 then Bank shall at its own cost use its best endeavour to find a suitable Human Leukocyte Antigen (HLA) match (as confirmed by transplantation physician) from public cord blood registry worldwide within 30 working days or pay to the Client a sum of ₹ 20 lacs (Rupees Twenty Lacs Only). Upon Bank either providing a suitable match or on payment, Client hereby releases the Bank from all its liabilities.

8.4 BABYCELL™ PHILANTHROPY PROGRAMME

If the Child or its biological sibling or either of its biological parents is diagnosed after the enrolment date for haematological conditions treatable by cryopreserved Specimen, the Client can under Babycell™ Philanthropy Programme avail upto ₹ 20,00,000/- (Rupees Twenty Lacs Only) to offset actual transplantation cost

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including but not limiting to procurement of an additional unit from any public cord blood registry worldwide (not including specimen used for further manipulation and/or in an experimental transplantation and/or under physician-led studies and/or clinical trial settings) incurred in any hospital which is statutorily approved for stem cell transplantation.

8.5 BABYCELL SIBLING PROGRAM

Babycell™ Sibling Program caters only to Clients whose existing child is diagnosed with a treatable haematological condition. Babycell™ panel of experts shall assess and diagnose disease condition of Client's existing child and if such condition is found to be treatable using cryopreserved Specimen of upcoming Child and is an approved transplantation procedure then, Bank will provide processing, testing and cryopreservation of Umbilical Cord derived Specimen collected at the birth of the upcoming Child for a term of 5 years at absolutely no cost. In addition, if Client necessities support during transplantation of existing child using cryopreserved Specimen of upcoming Child, Bank shall extend financial assistance upto ₹ 5,00,000/- (Rupees Five Lacs Only). All residual benefits under clause 8 except clause 8.6, 8.7, 8.8 and 8.9 are not extended under this programme.

8.6 COLLECT AND TRANSPORT ASSIST

Bank, at the request of the Client would arrange for qualified phlebotomist for the collection of Maternal Blood and Umbilical Cord, and/or certified specialised logistic expert for free transport of Maternal Blood and Umbilical Cord from the birthing centre to the designated laboratory, provided however that the Client provides reasonable notice (not less than two hours prior to Child birth) to Bank for allowing the Bank arranged Phlebotomist to reach the birthing centre.

8.7 FREE GLOBAL SHIPMENT

In the event of approved transplantation for Child or its biological sibling or either of its biological parents, Specimen would be made available for transportation anywhere in the world without any additional cost towards transportation to the Client.

8.8 FREE STEM CELL EXPANSION

If the Child, Child's biological parents and/or Child's biological siblings is diagnosed after the enrolment date for a condition treatable by approved stem cell transplantation using the cryopreserved Specimen and should clinical expansion of the stored Specimen be deemed necessary for transplantation as determined by the patient's transplantation physician, Bank shall at its own cost expand and provide upto 1000 million mesenchymal stem cells derived from the umbilical cord tissue based on Bank's in house protocols and also expand and provide the haematopoietic stem cells from the umbilical cord blood upon the technology becoming commercially available in the future.

8.9 STEM CELL XPERT™ PROGRAMME

For all medical information relating to stem cell transplantation using the cryopreserved Specimen for the Child or its biological sibling or biological parents, Bank will ensure to provide, at no extra cost to the Client, the relevant information regarding leading transplantation physicians and approved and credible medical transplantation institutions.

8.10 LIFE COVER

In the unfortunate or unlikely situation of demise of the sole earning member of the client's family, Bank would continue cryopreservation of the specimen at Bank's own cost for the remaining term of the Agreement.

8.11 RIGHT OF MONEY BACK

Bank understands that the life and health of the Mother and Child are the utmost priority. In the event the Umbilical Cord is not collected due to this priority, Bank shall refund all fees paid by Client to Bank provided the Kit is returned in a fit condition and upon sharing of relevant declaration from the attending gynecologist.

8.12 General Condition for Babycell™ Client Benefit Programmes:

8.12.1 The Client Agreement is valid and is in force.

8.12.2 This applies to clients whose payments are timely realised with Bank as per the Fee Schedule.

8.12.3 In case of retrieval of Specimen for an approved transplantation, the client has to submit all appropriate documents to Bank for verification.

8.12.4 Payment under clause 8.3 and 8.4, would be made within 30 days by Bank either to Client or on behalf of Client to the transplantation centre, upon appropriate verification of Client's request.

9. TERMINATION

Upon the occurrence of any of the events as stated below, the Agreement shall stand terminated;

9.1 By the Client, at any time prior to the collection of the Umbilical Cord.

9.2 By Client or Child (on attainment of majority) at any time prior to the retrieval of the Specimen.

9.3 By the Bank, if it has exercised its right to refuse Specimen cryopreservation for any reason, including the consequential act of sample rejection as per clause 2.5.

9.4 By Bank, if the Client fails to pay any due fees as per Fee Schedule opted and such failure to pay is not cured within 30 days after receipt of notice from Bank of such failure to pay without prejudice to Bank's right to take legal steps to recover the debt.

9.5 If the entire Specimen is retrieved for transplantation. However, if the client retrieves only a portion of the Specimen, the agreement would survive along with all benefits for the term of the agreement.

9.6 By mutual Agreement of Client and Bank.

9.7 By either party upon giving 60 days prior written notice to the other party hereto.

9.8 In the event, the Specimen is lost or destroyed for reasons beyond Bank's control.

9.9 In the event either law or a governmental agency or regulatory provisions or medical guidelines require Bank to terminate the Agreement.

10. EFFECT OF TERMINATION

10.1 If the Agreement is terminated under clause 9.1, all fees paid by the Client after deducting initial amount shall be refunded.

10.2 If the Agreement is terminated under clause 9.2, all fees paid by the Client to Bank are non-refundable. The Client or Child (on attaining majority) reserves the right to shift the Specimen at their own cost to any other stem cell bank facility of their choice.

10.3 If the Agreement is terminated under clause 9.3, the

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Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial | Father's Initial | Birth mother, if not Client

processing and/or cryopreservation fee shall be refunded as applicable.

10.4 Bank shall continue cryopreserving the Specimen without further liability whatsoever after termination of the agreement as per clause 9.4. During this period Client shall have the option of reviving the Agreement by paying all unpaid dues. However, if no dues are received from the client for a period within 6 months from last payment received, then Client will irrevocably relinquishes all rights and waives all claims to the Specimen and Bank shall have the rights at its sole discretion to dispose off the Specimen in any manner without further intimation.

10.5 If the Agreement is terminated under clause 9.5, or 9.6 a pro-rated refund of the prepaid cryopreservation fees for unused years will be made by Bank to the Client.

10.6 If Agreement is terminated by Bank under clause 9.7, Bank will transfer the Specimen with priority within the Bank's affiliates or using its best endeavours to help the Client at its own cost for arrangement for transfer of the Specimen to a comparable facility and pay the new stem cell Bank for storing the Specimen for the remaining period of the Agreement.

10.7 All refunds by Bank shall be processed within 30 days of receiving absolute documentation.

11. LIMITATION OF LIABILITY

Client agrees that:

11.1 For any loss, deterioration or destruction of all or any part of the cryopreserved Specimen by causes or circumstances beyond Bank's reasonable control like Force Majeure events such as natural disasters, terrorist acts, acts of war, etc., including but not limited to the above circumstances, Bank shall not be liable to the Client. Nevertheless, Bank maintains a comprehensive insurance policy which covers the risk against earthquake, fire, flood, etc. In the extremely unlikely occurrence of such an insured peril, and if the Child being positively diagnosed after the enrolment date for a haematological conditions treatable using the cryopreserved Specimen and is scheduled for a stem cell transplantation and if Bank receives requisition for retrieval of Specimen as per clause 7.3, Bank will use its best endeavours to compensate the Child. For the purpose of this sub-section, compensation in monetary terms shall not exceed an amount equal to cryopreservation fees paid by the Client for enduring years.

11.2 Bank disclaims any responsibility to provide any other services and third party service providers like qualified phlebotomist, transporter, Caregiver, etc shall have the respective liability for their services including but not limiting to loss, damage, delay in delivery.

11.3 Pursuant to clause 8.3 and 8.4, in all other cases, Bank's liability for any loss, harms, damage or claim of any kind in connection with this Agreement or services provided by the Bank shall be limited to the return of an amount equal to all fees paid by Client to the Bank.

12. REPRESENTATION AND WARRANTY OF CLIENT

The Client hereby represent/s and warrant/s that:

a) The Client is/are the parent(s) or Legal Guardian to the Child.

b) The Client has discussed with competent medical professional, other than any employee or agent of the Bank, regarding the collection, testing, processing, cryopreservation and release of the Specimen including the possible present and future risks of use of the Specimen and has completely satisfied themselves about all the risks involved therein. Likewise, the Client has reviewed this Agreement and annexure hereto in consultation with legal professional and has read and understood all the terms of this Agreement.

c) The decision to collect the Umbilical Cord and Maternal Blood, test the Maternal Blood, and process and cryopreserve the Specimen is a complete voluntary act of the Client.

d) The Client has disclosed all relevant information to the best of the Client's knowledge, information and belief to the Bank.

13. CONFIDENTIALITY

Bank agrees to treat all information provided by the Client under this Agreement as confidential and in accordance with the relevant laws of India. Client or if different, the birth mother of the Child hereby agrees to the release of information with regard to such person or the Child and related to the services performed hereunder, to the hospital, laboratory or Physician providing services to the Client.

14. MULTIPLE BIRTHS

In the event of multiple births, if the Client desires to engage the Bank to process, and cryopreserve the Specimen of each Child, Client shall provide additional information of the same on the enrolment form and pay the additional fees.

15. NOTICES

All notices shall be given in writing (i) by delivery in person (ii) by a recognized courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile (v) by electronic mail to the address of the party specified in this Agreement or such updated address as either party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the [third (3rd)] day following mailing, whichever occurs first. If notice is not, in fact, received or even if it is returned undelivered due to default of either party to update its correspondence address; service will still be deemed to have occurred.

16. ARBITRATION

All disputes arising out of or relating to this Agreement will be resolved by arbitration. Client agrees that prior to arbitration; Client and Bank will attempt to resolve the dispute through good faith negotiations. If Client and Bank are unable to resolve a dispute, Client or Bank may initiate arbitration by sending a notice to the other party and a written demand for arbitration to the other party in accordance with the provisions of the Arbitration and Conciliation Act 1996. The arbitration will take place in Mumbai, Maharashtra, India.

17. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

This Agreement shall be governed by, construed and interpreted in accordance with the Civil Laws of India. Any dispute arising out of this Agreement or any matter related hereto shall be under the exclusive jurisdictions of the Courts of "Mumbai".

18. MISCELLANEOUS

18.1 SURVIVAL

All covenants and provision made in this Agreement which by their terms require performance after the termination of this Agreement will survive the termination of this Agreement.

18.2 BINDING EFFECT

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Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial | Father's Initial | Birth mother, if not Client

All of the obligations, terms, provisions and releases set forth in this Agreement shall be binding upon and inure to the benefit of the Bank, the Client, and their respective heirs, personal representatives, successors and assignees.

18.3 ENTIRE AGREEMENT

This Agreement and annexure hereto constitute the entire Agreement between Bank and Client and supersedes any prior agreements or understanding, oral and written.

18.4 INDEMNITY TO HOLD HARMLESS AND DISCLAIMER

The Client acknowledges that Bank assumes no liability for actions or omission by or materials or services procured from any third party service providers. The Client hereby indemnifies and agrees to hold the Bank, Client's hospital, physicians, Caregiver and Banks directors, representatives, officers, employees, consultants, agents, shareholders, affiliates harmless from any and all claims, liabilities, demands and causes of action asserted against the Bank by any person or entity including third party beneficiary of this Agreement.

Neither Bank nor any of its directors, shareholders, employees, agents or consultants have made any representations, guarantee, warranties or assurances, express or implied, to the Client of any kind other than those disclosed herein. Bank does not perform any medical services, give any medical advice, or otherwise perform any functions other than those expressly indicated; Bank expressly disclaims any responsibility to provide any other services.

18.5 SEVERABILITY

The provisions of this Agreement are severable and if any part of this Agreement is found to be invalid or unenforceable, such provision is deemed modified to the extent necessary to make it enforceable, and this Agreement shall otherwise remain in full force and effect.

18.6 ASSIGNMENT

The Client agrees that the Bank may assign this Agreement and any rights and obligations available to it under this Agreement to any individual or entity who is capable of providing the services undertaken by the Bank under this Agreement. Likewise, in the event the Bank is being merged and/or amalgamated/acquired with/by another company, the terms and conditions of the Agreement shall continue to be in force and the rights and obligations of the Bank shall be transferred to new individual or entity. During the transition and subsequent transfer, the Specimen would always be the property of the Client and the services provided would always be limited to the services described in the Agreement.

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I/We, the undersigned parent (s) and/or Legal Guardian (s) hereby accept all terms and conditions and other annexure of this Agreement.

Signed by the Client with details as per the Enrolment Form:

.....	.....	.....	
Signature of Mother/Legal Gurdian:	Signature of Father/Legal Gurdian:	Signature of Birth Mother (If not Client):	
Name of Mother/Legal Gurdian:	Name of Father/Legal Gurdian:	Name of Birth Mother (If not Client):	.....
.....	.....	.....	Subhrojyoti Choudhury
.....	.....	.....	Director (RMSPL)
Date:	Date:	Date:	

Annexure: 1. Enrolment Form

Annexure: 2. Health History Questionnaire (Genetic Mother)

Annexure: 3. Health History Questionnaire (Non-Client Birth Mother)

Annexure: 4. Informed Consent Form

Annexure: 5. Fee Schedule

For Bank use only

.....	.....
Signature	Signature
Name of Medical Administrator	Name of Medical Director
.....	.....
.....	.....
Date:	Date: .....

Client Code

babycell™
The Life Saving Cord Blood Bank

PAYMENT RECEIPT

Name

Address

Telephone

Date DD MM YY YY

Bank's Representative

Dear Client,

Thank you for choosing Babycell™. This is to acknowledge receipt of your payment as per the details below. Should you need any further assistance, please call our Toll Free No. 1800 209 0309. You can also email us at info@babycell.in.

Yours Sincerely,

Regenerative Medical Services Pvt. Ltd.

Authorised Signatory

CLIENT COPY

Summary of Payment Information

Initial Amount	Balance Payment	Invoice Amount

Payment Details

☐ Received by way of Cash ₹_____(Rupees_____Only)

☐ Received by way of Cheque/DD drawn on _____ Bank _____Branch

Particulars		Cheque/DD no.	Cheque/DD Date	Amount
On Enrolment				
PDC	From			
	To			

☐ Online - Transaction Ref. No. _____ Date DD MM YY YY

☐ ECS _____

☐ Bank Transfer (NEFT) _____

Note:

1. The Cheque/Demand Draft should be drawn in favor of **"Regenerative Medical Services Pvt. Ltd."**
2. The Cheque/Demand Draft/ECS are subject to realisation.
3. The enrolment fee is non refundable.
4. The security deposit Cheque should be dated as the ECS end date.

Subhrojyoti Choudhury
Director (RMSPL)

Client Code

babycell™
The Life Saving Cord Blood Bank

PAYMENT RECEIPT

Name

Address

Telephone

Date DD MM YY YY

Bank's Representative

Dear Client,

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COMPANY COPY

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PDC	From			
	To			

☐ Online - Transaction Ref. No. _____ Date DD MM YY YY

☐ ECS _____

☐ Bank Transfer (NEFT) _____

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Subhrojyoti Choudhury
Director (RMSPL)

babycell™
The Life Saving Cord Blood Bank
A UNIT OF RMS

FDA GMP ISO 13485 GCP GLP

REGENERATIVE MEDICAL SERVICES PVT. LTD.

Head Office: 2-ABC, Acme Plaza, Andheri East, Mumbai - 400059, India.
Tel.: +91 22 6733 0300 | E-mail: info@babycell.in | Website: www.babycell.in CIN : U24100MH1989PTC054162
Toll Free No.: 1800-209-0309 SMS 'Babycell' to 56677

SOP/PR/BC/006

babycell™

The Life Saving Cord Blood Bank



Client Enrolment & Agreement Form

Name: .....

.....

Client Code

Client Copy



babycell™

The Life Saving Cord Blood Bank

Your Health Partner

Standards Compliant
Licensed by Indian FDA. Accredited by BSI for GMP, GCP, GLP, and ISO 13485.

Anytime Anywhere
24x7x365 support of sample collection technicians.

Cost Effective
Most economical pricing with low cost EMI payment options. No hidden costs involved.

Ethical Governance
Medical, Legal and Financial information about the product and company is brought forward.

CFU
Only company that performs CFU at preservation stage to determine the differentiation potential of the cord blood cells.

New Born Screening
Newborn screening of sickle cell, metabolic, genetic & immune conditions. Medical advice from expert on diet & medication on detection.

Transplant Specialist
Panel of transplant specialists to provide consultation relating to stem cell transplantation.

Cell Therapy Leaders
India's first biotech company to introduce patient specific Cell Therapy for Cartilage and Bone diseases.

Exclusive Attention
Dedicated attention to your needs right from registration to sample requirement.

Kit Box
Temperature validated collection kits ensuring maximum cell viability.

Client Code

babycell™
The Life Saving Cord Blood Bank

UMBILICAL CORD AND CORD BLOOD AGREEMENT

I/We, the mother and father (the 'Client'), on behalf of myself/ourselves and my/our unborn Child, engage Regenerative Medical Services Private Limited (the 'Bank'), a company incorporated under the Companies Act, 1956, and having its registered office at 2 ABC, Acme Plaza, Andheri Kurla Road, Mumbai-400059 and having license no. PD/50 under rules made under Drugs and Cosmetics Act, 1940; this day of DD MM Y Y Y Y (the 'Enrolment Date'), for processing, testing, cryopreservation and release of stem cells obtained from the umbilical cord collected at birth of the Child on the following terms:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

a) **"Agreement"** shall mean this Agreement together with all the annexures hereto.

b) **"Birthing Centre"** shall mean the Hospital/Clinic/Nursing Home or any other place where the Client is due to deliver the Child.

c) **"Caregiver"** shall mean the Obstetrician/Gynaecologist, certified mid-wife or any medical professional who will be assisting in delivering the Child.

d) **"Child"** shall mean the individual, born to the Client whose Umbilical Cord will be collected following his/her birth.

e) **"Collection Kit"** means the kit consisting of all necessary materials provided by Babycell™ to the Client after enrolment, for the purpose of collection of Maternal Blood and the Umbilical Cord.

f) **"Legal Guardian"** shall refer to someone who is appointed to care for and/or handle the affairs of the Child in absence of the parents and shall be appointed by the Parents/law for handling/responsible for the Child's welfare & administering his/her affairs.

g) **"Maternal Blood Sample"** shall mean any blood taken directly from the body of the mother and/or surrogate mother, observing the Standard Phlebotomy Procedures, before or after the birth of the baby, using the consumables provided by Babycell™.

h) **"Umbilical Cord"** shall mean and includes the blood inside umbilical cord and/or placenta, and the tissue remaining after the collection of the blood.

i) **"Specimen"** shall mean and includes stem cells obtained from Umbilical Cord useful for (including but not limited to) treatment of illness such as Thalassemia, Leukemia.

j) **"Surrogate Mother"** shall mean the woman who has agreed to the Client to have the embryo generated from the sperm and the oocyte of the Client, implanted in her to carry the pregnancy to full term and deliver the Child to the Client.

k) **"Term of Agreement"** Unless otherwise stated, this Agreement shall commence upon the enrolment date mentioned at the start of the Agreement and will continue for a period of 21 years from the date of cryopreservation of Specimen as mentioned in the certificate of cryopreservation or till the termination of this Agreement, whichever is earlier.

1.2 Except where the context requires or otherwise, words imparting the singular shall include plural and vice versa; the word "Client" refers to the mother individually and/or the mother and father collectively as the context requires, words denoting one gender includes the other gender, reference to recitals, clauses and schedules are for convenience only.

2. SERVICES TO BE PROVIDED

2.1 The Bank shall obtain all statutory permissions and licenses that might be required for providing the services contemplated under this Agreement.

2.2 The Bank shall upon Client's successful enrolment provide to the Client:

i) Copy of this Agreement

ii) A Unique Identification Code, specially assigned for the Client for individual identification; and

iii) A Collection Kit for the purpose of collection of the Umbilical Cord and Maternal Blood sample.

2.3 The Umbilical Cord would be tested, processed and cryopreserved in accordance to approved standard operating procedure and in compliance with statutory regulations.

2.4 Upon successful collection, processing, testing and cryopreserved, Bank shall provide the Client with a Cryopreservation Certificate confirming successful cryopreservation of the Specimen along with Specimen test results within 30 days of receipt of Umbilical Cord at Bank's designated laboratory subject to receipt of all due payments and documents.

2.5 In the event that the Umbilical Cord is determined by Bank to be unfit for processing and/or cryopreservation for any reason in rarely occurred circumstances, such as insufficient volume, low cell count/viability, positive screening of infectious diseases, microbial contamination of Umbilical Cord, etc then Bank shall inform the Client on such status and seek instructions for the disposition of the Specimen. If Bank does not receive written reply from the Client within 45 days of such notice, then Bank reserves the right to dispose off the Specimen without further liability. The suitability of the Specimen for cryopreservation is determined solely by the Bank.

2.6 In the event Maternal Blood found to be unfit or not provided, Bank will notify the Client immediately and seek another collection. If the Maternal Blood is not provided within 7 days of Child birth the Specimen can be used only for autologous purposes.

2.7 At least three (3) months before the expiration of the term of agreement, Bank shall intimate the Client or Child's legal guardians and/or Child regarding the expiry of the Agreement, along with terms for continued storage. Accordingly the Client or Child (upon attaining age of majority) can enter into a new Agreement and continue the cryopreservation.

2.8 Bank understands that the cryopreserved Specimen is a sole property of the Client, and therefore Bank shall at its own discretion not subject it to any unauthorised usage or even donate it for research or therapeutic purpose.

3. CLIENT'S RESPONSIBILITIES

3.1 The Client is responsible for

i) Informing the Caregiver of the intention to have the Umbilical Cord collected with Bank.

ii) Providing the Caregiver with the Collection Kit at the time of Child birth, and arranging with the Caregiver for collection, preparation and labelling of the Maternal Blood and the Umbilical Cord for delivery to designated laboratory.

iii) Notifying Bank promptly in writing of any changes in name, address, telephone number, e-mail address or in legal guardianship of the Child and change in the hospital where delivery is scheduled.

iv) Any such information that Bank may reasonably require from time to time for carrying out Bank's services.

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Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial | Father's Initial | Birth mother, if not Client

3.2 Prior to the delivery of the Child, Client must submit this Agreement comprising of the Enrolment form, Health History Questionnaire, Informed Consent, Fee Schedule and such other forms as may be provided by the Bank, duly signed along with the payment of due fees to Bank. If surrogate, egg or sperm donor was used, each must fill out Health History Questionnaire.

4. FEES, PAYMENT TERMS AND ADDITIONAL SERVICES

4.1 The Client agrees and undertakes to make payment to the Bank of the fees as set out in the Fee Schedule as per plan opted and as and when they fall due. The Fee Schedule includes but not limited to enrolment, administration, processing, testing, cryopreservation, maintenance and release of the Specimen.

4.2 The Client may also choose to opt for additional services on account of the confirmatory test, if required at the time of retrieval as per suggestion of an authorized transplantation physician as the situation demands and pay additional fees for the same.

4.3 The services and the payment terms mentioned on the "Fee Schedule" endorsed by both the parties shall be deemed to be final and binding. No additional services or discounts shall be considered after the endorsements. Likewise, Fee Schedule is exclusive of all taxes, present or future including but not limiting to service tax and the Client shall be liable to make payment on account of any taxes, duties or levies as and when imposed by law.

4.4 All fees paid by Client to Bank are non-refundable upon commencement of cryopreservation of the Specimen.

5. RIGHTS TO SPECIMEN

5.1 Unless otherwise defined by applicable law, the Specimen remains the property of the Child throughout. Until the Child reaches legal age, the Client/Legal Guardian(s) has/have all rights and responsibility to consent to the processing, testing, cryopreservation and release of the Specimen, fees and any other requirement for services under this Agreement.

5.2 If there is a disagreement between parents, the mother's wish shall prevail.

5.3 The Client undertakes to inform the Child promptly of his/her right with regards to the Specimen on the Child attaining majority, including the right to renew this Agreement.

6. CRYOPRESERVATION

6.1 The Specimen shall be initially stored in the Cryopreservation Facility located at Lonavala, Maharashtra. The Bank reserves the right to re-locate the cryopreserved Specimen, at its own discretion, to any other Cryopreservation Facility owned by it within or outside India. The Bank shall however duly inform the Client within 30 days of such shifting.

6.2 Any components (including but not limited to plasma and red blood cells) that remain after processing and cryopreservation of the Specimen will be disposed off by Bank as medical waste.

7. RETRIEVAL OF SPECIMEN

7.1 The Bank does not charge any fees for retrieval of Specimen by the Client for approved transplantation.

7.2 In the event the Specimen is required for approved stem cell transplantation, the cryopreserved Specimen will be available for access or delivery by or before the end of 14 working days after receipt of written request along with all necessary details as listed in clause 7.3 from the Client. However, in case of expansion of cells, the requested cell type and dosage would be available for access or delivery by or before the end of 90 working days after receipt of written notice and details pursuant to clause 7.3.

7.3 The Client shall, in event of the Specimen being retrieved pursuant to Clause 7.2:

a) Submit the duly signed Release Form provided by the Bank;

b) Provide the Bank with the information regarding the hospital to whom and the date when the Specimen is to be delivered along with the consulting physician's certificate/authorisation regarding the treatment for which the Specimen is required. The cryopreserved Specimen can only be released for use in compliance with the statutory regulations and government guidelines at the place of transplantation;

c) Provide the Bank a Transfer Indemnity Form which would require the Client's signature for release of Bank from any liability which may arise only in connection with the handling and/or further manipulation of the Specimen by a third person or organisation.

d) Pay all fees due to the Bank in full as specified in clause 4, prior to retrieval of the Specimen.

8. BABYCELL CLIENT BENEFIT PROGRAMMES

8.1 REGROW® HEALTH COVER

The Bank, along with its allied activities, is also engaged in delivery of the most advanced cell therapy treatments like OSSRON™ and CHONDRON®. If, during the tenure of the Agreement, Client chooses to get treated through therapies offered by Bank, Bank shall offer a discount up to 10% on the maximum retail price of the therapies prevailing at the time of requirement. This is applicable only one time per individual per joint / bone under either of the aforesaid treatments which is prescribed by a physician expert in cell therapy technique to the Child, biological parents and biological siblings within any hospital qualified in the territory of India. It is expressly clarified that discount is not extended towards third party cost including but not limiting to surgical cost, consultancy charges, hospital cost, equipment cost, other medication and procedural cost.

8.2 LOYALTY PRIVILEGE

A returning Client, whose Child's Agreement is valid and in force and who has not defaulted in payment obligation for services opted as per Fee Schedule, is eligible for a loyalty deduction up to 10% on the MRP prevailing at relevant time when preserving Specimen of the subsequent newborn Child with the Bank.

8.3 QUALITY ASSURANCE

If the Specimen upon retrieval for an approved haematopoietic stem cell transplantation, could not be used for the Child or its biological sibling or either of its biological parents for the sole reason that the viability does not meet banks then prevailing viability criteria benchmarked against existing national or international best practices other than for the causes stated under clause 11.1 then Bank shall at its own cost use its best endeavour to find a suitable Human Leukocyte Antigen (HLA) match (as confirmed by transplantation physician) from public cord blood registry worldwide within 30 working days or pay to the Client a sum of ₹ 20 lacs (Rupees Twenty Lacs Only). Upon Bank either providing a suitable match or on payment, Client hereby releases the Bank from all its liabilities.

8.4 BABYCELL™ PHILANTHROPY PROGRAMME

If the Child or its biological sibling or either of its biological parents is diagnosed after the enrolment date for haematological conditions treatable by cryopreserved Specimen, the Client can under Babycell™ Philanthropy Programme avail upto ₹ 20,00,000/- (Rupees Twenty Lacs Only) to offset actual transplantation cost

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including but not limiting to procurement of an additional unit from any public cord blood registry worldwide (not including specimen used for further manipulation and/or in an experimental transplantation and/or under physician-led studies and/or clinical trial settings) incurred in any hospital which is statutorily approved for stem cell transplantation.

8.5 BABYCELL SIBLING PROGRAM

Babycell™ Sibling Program caters only to Clients whose existing child is diagnosed with a treatable haematological condition. Babycell™ panel of experts shall assess and diagnose disease condition of Client's existing child and if such condition is found to be treatable using cryopreserved Specimen of upcoming Child and is an approved transplantation procedure then, Bank will provide processing, testing and cryopreservation of Umbilical Cord derived Specimen collected at the birth of the upcoming Child for a term of 5 years at absolutely no cost. In addition, if Client necessities support during transplantation of existing child using cryopreserved Specimen of upcoming Child, Bank shall extend financial assistance upto ₹ 5,00,000/- (Rupees Five Lacs Only). All residual benefits under clause 8 except clause 8.6, 8.7, 8.8 and 8.9 are not extended under this programme.

8.6 COLLECT AND TRANSPORT ASSIST

Bank, at the request of the Client would arrange for qualified phlebotomist for the collection of Maternal Blood and Umbilical Cord, and/or certified specialised logistic expert for free transport of Maternal Blood and Umbilical Cord from the birthing centre to the designated laboratory, provided however that the Client provides reasonable notice (not less than two hours prior to Child birth) to Bank for allowing the Bank arranged Phlebotomist to reach the birthing centre.

8.7 FREE GLOBAL SHIPMENT

In the event of approved transplantation for Child or its biological sibling or either of its biological parents, Specimen would be made available for transportation anywhere in the world without any additional cost towards transportation to the Client.

8.8 FREE STEM CELL EXPANSION

If the Child, Child's biological parents and/or Child's biological siblings is diagnosed after the enrolment date for a condition treatable by approved stem cell transplantation using the cryopreserved Specimen and should clinical expansion of the stored Specimen be deemed necessary for transplantation as determined by the patient's transplantation physician, Bank shall at its own cost expand and provide upto 1000 million mesenchymal stem cells derived from the umbilical cord tissue based on Bank's in house protocols and also expand and provide the haematopoietic stem cells from the umbilical cord blood upon the technology becoming commercially available in the future.

8.9 STEM CELL XPERT™ PROGRAMME

For all medical information relating to stem cell transplantation using the cryopreserved Specimen for the Child or its biological sibling or biological parents, Bank will ensure to provide, at no extra cost to the Client, the relevant information regarding leading transplantation physicians and approved and credible medical transplantation institutions.

8.10 LIFE COVER

In the unfortunate or unlikely situation of demise of the sole earning member of the client's family, Bank would continue cryopreservation of the specimen at Bank's own cost for the remaining term of the Agreement.

8.11 RIGHT OF MONEY BACK

Bank understands that the life and health of the Mother and Child are the utmost priority. In the event the Umbilical Cord is not collected due to this priority, Bank shall refund all fees paid by Client to Bank provided the Kit is returned in a fit condition and upon sharing of relevant declaration from the attending gynecologist.

8.12 General Condition for Babycell™ Client Benefit Programmes:

8.12.1 The Client Agreement is valid and is in force.

8.12.2 This applies to clients whose payments are timely realised with Bank as per the Fee Schedule.

8.12.3 In case of retrieval of Specimen for an approved transplantation, the client has to submit all appropriate documents to Bank for verification.

8.12.4 Payment under clause 8.3 and 8.4, would be made within 30 days by Bank either to Client or on behalf of Client to the transplantation centre, upon appropriate verification of Client's request.

9. TERMINATION

Upon the occurrence of any of the events as stated below, the Agreement shall stand terminated;

9.1 By the Client, at any time prior to the collection of the Umbilical Cord.

9.2 By Client or Child (on attainment of majority) at any time prior to the retrieval of the Specimen.

9.3 By the Bank, if it has exercised its right to refuse Specimen cryopreservation for any reason, including the consequential act of sample rejection as per clause 2.5.

9.4 By Bank, if the Client fails to pay any due fees as per Fee Schedule opted and such failure to pay is not cured within 30 days after receipt of notice from Bank of such failure to pay without prejudice to Bank's right to take legal steps to recover the debt.

9.5 If the entire Specimen is retrieved for transplantation. However, if the client retrieves only a portion of the Specimen, the agreement would survive along with all benefits for the term of the agreement.

9.6 By mutual Agreement of Client and Bank.

9.7 By either party upon giving 60 days prior written notice to the other party hereto.

9.8 In the event, the Specimen is lost or destroyed for reasons beyond Bank's control.

9.9 In the event either law or a governmental agency or regulatory provisions or medical guidelines require Bank to terminate the Agreement.

10. EFFECT OF TERMINATION

10.1 If the Agreement is terminated under clause 9.1, all fees paid by the Client after deducting initial amount shall be refunded.

10.2 If the Agreement is terminated under clause 9.2, all fees paid by the Client to Bank are non-refundable. The Client or Child (on attaining majority) reserves the right to shift the Specimen at their own cost to any other stem cell bank facility of their choice.

10.3 If the Agreement is terminated under clause 9.3, the

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processing and/or cryopreservation fee shall be refunded as applicable.

10.4 Bank shall continue cryopreserving the Specimen without further liability whatsoever after termination of the agreement as per clause 9.4. During this period Client shall have the option of reviving the Agreement by paying all unpaid dues. However, if no dues are received from the client for a period within 6 months from last payment received, then Client will irrevocably relinquishes all rights and waives all claims to the Specimen and Bank shall have the rights at its sole discretion to dispose off the Specimen in any manner without further intimation.

10.5 If the Agreement is terminated under clause 9.5, or 9.6 a pro-rated refund of the prepaid cryopreservation fees for unused years will be made by Bank to the Client.

10.6 If Agreement is terminated by Bank under clause 9.7, Bank will transfer the Specimen with priority within the Bank's affiliates or using its best endeavours to help the Client at its own cost for arrangement for transfer of the Specimen to a comparable facility and pay the new stem cell Bank for storing the Specimen for the remaining period of the Agreement.

10.7 All refunds by Bank shall be processed within 30 days of receiving absolute documentation.

11. LIMITATION OF LIABILITY

Client agrees that:

11.1 For any loss, deterioration or destruction of all or any part of the cryopreserved Specimen by causes or circumstances beyond Bank's reasonable control like Force Majeure events such as natural disasters, terrorist acts, acts of war, etc., including but not limited to the above circumstances, Bank shall not be liable to the Client. Nevertheless, Bank maintains a comprehensive insurance policy which covers the risk against earthquake, fire, flood, etc. In the extremely unlikely occurrence of such an insured peril, and if the Child being positively diagnosed after the enrolment date for a haematological conditions treatable using the cryopreserved Specimen and is scheduled for a stem cell transplantation and if Bank receives requisition for retrieval of Specimen as per clause 7.3, Bank will use its best endeavours to compensate the Child. For the purpose of this sub-section, compensation in monetary terms shall not exceed an amount equal to cryopreservation fees paid by the Client for enduring years.

11.2 Bank disclaims any responsibility to provide any other services and third party service providers like qualified phlebotomist, transporter, Caregiver, etc shall have the respective liability for their services including but not limiting to loss, damage, delay in delivery.

11.3 Pursuant to clause 8.3 and 8.4, in all other cases, Bank's liability for any loss, harms, damage or claim of any kind in connection with this Agreement or services provided by the Bank shall be limited to the return of an amount equal to all fees paid by Client to the Bank.

12. REPRESENTATION AND WARRANTY OF CLIENT

The Client hereby represent/s and warrant/s that:

a) The Client is/are the parent(s) or Legal Guardian to the Child.

b) The Client has discussed with competent medical professional, other than any employee or agent of the Bank, regarding the collection, testing, processing, cryopreservation and release of the Specimen including the possible present and future risks of use of the Specimen and has completely satisfied themselves about all the risks involved therein. Likewise, the Client has reviewed this Agreement and annexure hereto in consultation with legal professional and has read and understood all the terms of this Agreement.

c) The decision to collect the Umbilical Cord and Maternal Blood, test the Maternal Blood, and process and cryopreserve the Specimen is a complete voluntary act of the Client.

d) The Client has disclosed all relevant information to the best of the Client's knowledge, information and belief to the Bank.

13. CONFIDENTIALITY

Bank agrees to treat all information provided by the Client under this Agreement as confidential and in accordance with the relevant laws of India. Client or if different, the birth mother of the Child hereby agrees to the release of information with regard to such person or the Child and related to the services performed hereunder, to the hospital, laboratory or Physician providing services to the Client.

14. MULTIPLE BIRTHS

In the event of multiple births, if the Client desires to engage the Bank to process, and cryopreserve the Specimen of each Child, Client shall provide additional information of the same on the enrolment form and pay the additional fees.

15. NOTICES

All notices shall be given in writing (i) by delivery in person (ii) by a recognized courier service, (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile (v) by electronic mail to the address of the party specified in this Agreement or such updated address as either party may specify in writing. All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the [third (3rd)] day following mailing, whichever occurs first. If notice is not, in fact, received or even if it is returned undelivered due to default of either party to update its correspondence address; service will still be deemed to have occurred.

16. ARBITRATION

All disputes arising out of or relating to this Agreement will be resolved by arbitration. Client agrees that prior to arbitration; Client and Bank will attempt to resolve the dispute through good faith negotiations. If Client and Bank are unable to resolve a dispute, Client or Bank may initiate arbitration by sending a notice to the other party and a written demand for arbitration to the other party in accordance with the provisions of the Arbitration and Conciliation Act 1996. The arbitration will take place in Mumbai, Maharashtra, India.

17. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

This Agreement shall be governed by, construed and interpreted in accordance with the Civil Laws of India. Any dispute arising out of this Agreement or any matter related hereto shall be under the exclusive jurisdictions of the Courts of "Mumbai".

18. MISCELLANEOUS

18.1 SURVIVAL

All covenants and provision made in this Agreement which by their terms require performance after the termination of this Agreement will survive the termination of this Agreement.

18.2 BINDING EFFECT

Client Copy

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial | Father's Initial | Birth mother, if not Client

All of the obligations, terms, provisions and releases set forth in this Agreement shall be binding upon and inure to the benefit of the Bank, the Client, and their respective heirs, personal representatives, successors and assignees.

18.3 ENTIRE AGREEMENT

This Agreement and annexure hereto constitute the entire Agreement between Bank and Client and supersedes any prior agreements or understanding, oral and written.

18.4 INDEMNITY TO HOLD HARMLESS AND DISCLAIMER

The Client acknowledges that Bank assumes no liability for actions or omission by or materials or services procured from any third party service providers. The Client hereby indemnifies and agrees to hold the Bank, Client's hospital, physicians, Caregiver and Banks directors, representatives, officers, employees, consultants, agents, shareholders, affiliates harmless from any and all claims, liabilities, demands and causes of action asserted against the Bank by any person or entity including third party beneficiary of this Agreement.

Neither Bank nor any of its directors, shareholders, employees, agents or consultants have made any representations, guarantee, warranties or assurances, express or implied, to the Client of any kind other than those disclosed herein. Bank does not perform any medical services, give any medical advice, or otherwise perform any functions other than those expressly indicated; Bank expressly disclaims any responsibility to provide any other services.

18.5 SEVERABILITY

The provisions of this Agreement are severable and if any part of this Agreement is found to be invalid or unenforceable, such provision is deemed modified to the extent necessary to make it enforceable, and this Agreement shall otherwise remain in full force and effect.

18.6 ASSIGNMENT

The Client agrees that the Bank may assign this Agreement and any rights and obligations available to it under this Agreement to any individual or entity who is capable of providing the services undertaken by the Bank under this Agreement. Likewise, in the event the Bank is being merged and/or amalgamated/acquired with/by another company, the terms and conditions of the Agreement shall continue to be in force and the rights and obligations of the Bank shall be transferred to new individual or entity. During the transition and subsequent transfer, the Specimen would always be the property of the Client and the services provided would always be limited to the services described in the Agreement.

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I/We, the undersigned parent (s) and/or Legal Guardian (s) hereby accept all terms and conditions and other annexure of this Agreement.

Signed by the Client with details as per the Enrolment Form:

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Signature of Mother/Legal Gurdian:	Signature of Father/Legal Gurdian:	Signature of Birth Mother (If not Client):	
Name of Mother/Legal Gurdian:	Name of Father/Legal Gurdian:	Name of Birth Mother (If not Client):	
----------	----------	----------	
----------	----------	----------	
Date: ----------	Date: ----------	Date: ----------	---------- Subhrojyoti Choudhury Director (RMSPL)

Client Code

babycell™
The Life Saving Cord Blood Bank

ANNEXURE 5:FEE SCHEDULE

Description of Service

Babycell™ Biocord® : Collection, Processing, Testing, Cryopreservation and Release of Umbilical Cord derived Specimen.

I wish to enrol for (Tick):

☐ **A. BASIC PLAN**

1. Babycell™ Biocord®
2. CFU
Fee ₹.79,000/-only

☐ **B. PREMIUM PLAN**

1. Babycell™ Biocord®	4. New Born Screening
2. CFU	5. Health Check-up for one family member
3. Personalised Ante-natal Care	
Fee ₹.89,000/- only	6. HLA Typing

☐ **C. ULTRA PREMIUM PLAN**

1. Babycell™ Biocord®	7. Gift Hamper
2. CFU	8. Data Logger Facility
3. Ante-natal Care Home Session	9. Maternity Photo Shoot
4. Post-natal Care Home Session	10. HLA Typing
5. New Born Screening	11. HLA Cross Matching
6. Full Body Screening for One Family Member	12. Haemoglobinopathy Test
Fee ₹.1,49,000/- only (ONE TIME PAYMENT ONLY)	

☐ **D. SIBLING PROGRAMME**

Babycell™ Biocord®

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Mode of Payment (WE DO NOT RECOMMEND PAYMENT BY CASH)

1. ☐ One Time Payment

☐ Cheque ☐ Credit card ☐ Debit card ☐ Online/Netbanking

Transaction/Cheque Date: DD/MM/YY Transaction/Cheque No.: .....

2. ☐ EMI on Credit Card (Interest FREE to Client):

Months	3 months	6 months	9 months	12 months	18 months (only for HDFC card holders)
EMI Amount					
Total Amount					
Bank Name					

3. ☐ BAJAJ FINSERV for EMI (Interest FREE to Client):

☐ A. BASIC PLAN Initial amount: ₹.10,000/-

☐ Cheque ☐ Cash ☐ Online ☐ Credit Card

Months	12 months	18 months
Instalments	₹.5750/-	₹.3830/-

☐ B. PREMIUM PLAN Initial amount: ₹.15,000/-

☐ Cheque ☐ Cash ☐ Online ☐ Credit Card

Months	12 months	18 months
Instalments	₹.6160/-	₹.4110/-

Supporting Documents

☐ ID Proof ☐ Address Proof ☐ ECS Mandate Form ☐ Cancelled Cheque

Subhrojyoti Choudhury
Director (RMSPL)

Mother's Initial Father's Initial Birth mother, if not Client

babycell™
The Life Saving Cord Blood Bank

Congratulations, you're having a baby!

You must be agog with excitement, brimming with hope, and charged with a million other emotions we can only try to comprehend. We're here to make this time as comfortable and beautiful as we possibly can, just so that you have memories you can cherish forever.

Admittedly, we will never know everything you might want or need. But rest assured, we shall do everything we possibly can, to anticipate and respond to all your expectations.

We are just a call away.

☎ 1800-209-0309 ✉ info@babycell.in babycell.in /babycellindia SMS 'Babycell' to 56677

Thank You!



babycell™
The Life Saving Cord Blood Bank
A UNIT OF RMS

FDA GMP ISO 13485 GCP GLP

REGENERATIVE MEDICAL SERVICES PVT. LTD.

Head Office: 2-ABC, Acme Plaza, Andheri East, Mumbai - 400059, India.
Tel.: +91 22 6733 0300 | E-mail: info@babycell.in | Website: www.babycell.in CIN : U24100MH1989PTC054162
Toll Free No.: 1800-209-0309 SMS 'Babycell' to 56677

SOP/PR/BC/006