

# Stork Medical, LLC - Client Enrollment Form

## What I need to do to enroll:

[Read and Electronically Sign This Contract Agreement](#)

### Completion of Client Enrollment Forms:

1. Birth Mother Information
2. Biologic Father Information
3. Newborn's Guardian Information\*
4. Health Care Provider Information
5. Hospital/Birthing Center Information
6. Medical and Health History Profile
7. Informed Consent for Infectious Disease and HIV Testing
8. Authorization and Release from Liability
9. Military Qualification Form\*\*
10. Choice of Pricing Package
11. Submission of Additional Forms\*
12. Submission of Payment Information and Authorization\*

Additional Documents:

- Cover Sheet if sending information VIA FAX

\*If applicable

\*\*Military Personnel must provide proof of service. (ie: DD-214, Military ID)

How did you hear about us? \*

## Birth Mother's Information

Birth Mother's Full Name \*     
First Name Middle Name Last Name

Address \*   
Street Address  
  
Street Address Line 2  
   
City State / Province  
   
Postal / Zip Code Country

E-mail \*

Birth Date \*     
Month Day Year

Social Security Number \*

Home Phone Number \*  -   
Area Code Phone Number

Cell Phone  -   
Area Code Phone Number

Expected Delivery Date \*  -  -    
Month Day Year

Are you pregnant with more than one baby? \*  Yes  No

If Yes, How Many?

Newborn's Last Name \*

Are you the legal Gaurdian? \*  Yes  No

## Legal Guardian Information

Guardian's Full Name \*     
First Name Middle Name Last Name

Address \*   
Street Address  
  
Street Address Line 2  
   
City State / Province  
   
Postal / Zip Code Country

E-mail \*

Birth Date \*     
Month Day Year

Social Security Number \*

Home Phone Number \*  -   
Area Code Phone Number

Cell Phone  -   
Area Code Phone Number

## Biological Father's Information

*All fields are Required if you are enrolling with the Military Contract and he is the Service Member*

Biological Father's Full Name     
First Name Middle Name Last Name

Address   
Street Address  
  
Street Address Line 2  
   
City State / Province  
   
Postal / Zip Code Country

E-mail

Birth Date     
Month Day Year

Social Security Number

Home Phone Number  -   
Area Code Phone Number

Cell Phone

-   
Area Code Phone Number

## Health Care Provider Information

Practice Name

Doctor/Midwife Name \*

Address \*

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

Please Select

Country

Phone Number \*

 - 

Area Code Phone Number

Fax Number

 - 

Area Code Phone Number

## Hospital/Birthing Center

Hospital \*

Phone Number \*

 - 

Area Code Phone Number

Address \*

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

Please Select

Country

Additional Information

## Medical and Health History Profile

HEALTH OF MOTHER \*

	Yes/No
1. Are you currently in good health?	<input type="text"/>
2. Are you taking any prescription medications?	<input type="text"/>
3. Are you having any pregnancy complications?	<input type="text"/>
4. Are you having a planned caesarean delivery?	<input type="text"/>
5. Infectious/contagious skin disease?	<input type="text"/>
6. Any disease for which the taking of four tubes of blood would pose a risk to you?	<input type="text"/>

If yes, please explain:

HEALTH OF MOTHER AND BIRTH FATHER \*

	Mother	Father
7. Since 1980, have you received a transfusion of blood, platelets, plasma, cryoprecipitate, or granulocytes in the UK?	<input type="checkbox"/>	<input type="checkbox"/>
8. Since 1980, have you spent more than a total of 6 months in Europe? (Living, traveling, or serving on a US military base).	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please explain:

IN THE PAST TWELVE MONTHS, HAVE YOU: \*

	Mother	Father
9. Been outside the U.S. or Canada? If yes, please list where, when and for how long below.	<input type="checkbox"/>	<input type="checkbox"/>
10. Had a tattoo, any type of piercing, acupuncture, or had a needle gun used on you?	<input type="checkbox"/>	<input type="checkbox"/>
11. Come into contact with someone else's blood (ex: accidental needle stick?)	<input type="checkbox"/>	<input type="checkbox"/>
12. Taken intravenous drugs not prescribed by a physician or had sexual contact with someone who has?	<input type="checkbox"/>	<input type="checkbox"/>
13. Received blood, or blood factor products, derivatives, or a tissue or organ transplant?	<input type="checkbox"/>	<input type="checkbox"/>
14. Been incarcerated for more than 72 hours?	<input type="checkbox"/>	<input type="checkbox"/>
15. Had sexual contact with any of the following:	<input type="checkbox"/>	<input type="checkbox"/>
- a. Someone with hepatitis, jaundice, or HIV?	<input type="checkbox"/>	<input type="checkbox"/>
- b. A prostitute or anyone else who takes money, drugs, or other payments for sex?	<input type="checkbox"/>	<input type="checkbox"/>
- c. A male who has ever had sexual contact with another male?	<input type="checkbox"/>	<input type="checkbox"/>
- d. Anyone with hemophilia or has used clotting factor concentrates?	<input type="checkbox"/>	<input type="checkbox"/>
16. Been diagnosed with a sexually transmitted disease? (If yes please note below.)	<input type="checkbox"/>	<input type="checkbox"/>
17. Bleeding or clotting disorders?	<input type="checkbox"/>	<input type="checkbox"/>
18. Had an unexplained fever or swollen lymph nodes?	<input type="checkbox"/>	<input type="checkbox"/>
19. Had a history of Malaria or traveled to areas with possible risk of Malaria exposure?	<input type="checkbox"/>	<input type="checkbox"/>

If yes, please explain: Include travel history.

## Medical and Health History Profile

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HAVE YOU EVER: \*

	Mother	Father
20. Received blood clotting factors?	<input type="checkbox"/>	<input type="checkbox"/>
21. Been diagnosed with, or tested positive for HIV, HTLV-I or II, Syphilis, Hepatitis B or C?	<input type="checkbox"/>	<input type="checkbox"/>
22. Been diagnosed with Tuberculosis, Malaria, Chagas Disease or Babesiosis, or do you have an Acute Respiratory Disease?	<input type="checkbox"/>	<input type="checkbox"/>
23. Been diagnosed with Creutzfeldt-Jacob disease (CJD)?	<input type="checkbox"/>	<input type="checkbox"/>
24. Have a history of drug or alcohol abuse?	<input type="checkbox"/>	<input type="checkbox"/>
25. Been turned down as a blood donor for reasons other than Anemia or being underweight?	<input type="checkbox"/>	<input type="checkbox"/>
26. Received pituitary growth hormones?	<input type="checkbox"/>	<input type="checkbox"/>
27. Received malarial medications?	<input type="checkbox"/>	<input type="checkbox"/>

28. Been Diagnosed with malignant cancer?

Dropdown arrows

If yes, please explain:

Empty text box

HAS ANYONE IN YOUR MATERNAL OR PATERNAL FAMILY: \*

	Mother	Father
29. Been diagnosed with: Leukemia, SCID, Wiskott-Aldrich Syndrome, Chronic Granulomatosis Disease (CGD), Aplastic Anemia, Thalassemia, Fanconi's Anemia, Sickle Cell Anemia, any metabolic/storage disorder, or any other genetic or inherited disorder?	Dropdown arrow	Dropdown arrow
30. Had Creutzfeldt-Jacob Disease (CJD)?	Dropdown arrow	Dropdown arrow

Disease(s):

Empty text box

Baby's Genetic Relationship:

Empty text box

### Informed Consent For Infectious Disease & HIV Testing

Current guidelines from the Food and Drug Administration (FDA), and the American Association of Blood Banks (AABB) require an infectious disease panel that includes HIV testing on maternal blood in conjunction with the processing of cord blood samples. There is not any additional charge for this service. The cost of these screening tests is included with the Initial Fee. The Maternal Blood sample must be drawn at the time of delivery even if you have had a similar test drawn earlier in your pregnancy.

#### HUMAN IMMUNODEFICIENCY VIRUS AND AIDS

Human immunodeficiency virus (HIV) causes AIDS, for which there is no cure. When a person becomes infected with HIV, the virus enters the blood stream and destroys certain cells of the immune system, resulting in the inability to fight off various infections (called opportunistic infections). These opportunistic infections may cause death, not the HIV itself. There are two main types of HIV: HIV-1 and HIV-2. HIV-2 is rare outside of Africa.

#### SPREAD OF HIV

HIV is spread from person to person through contact with another person's body fluids such as blood, semen or vaginal secretions. Behaviors that increase your risk of being infected with HIV include: having unprotected sex with a person who has tested positive for HIV infection; sharing needles and /or syringes to inject drugs or steroids; getting a tattoo; receiving blood transfusions or organ transplants.

#### THE HIV TEST

The test for HIV is a routine blood test that tests for antibodies to HIV. In addition, an HIV-1 antigen test is performed by Nucleic Acid Testing (NAT). If either of the tests is positive, a confirmatory test is performed. An HIV test is considered truly positive, if and only if, the confirmatory test is positive. Testing positive for HIV does not mean that you have AIDS. A negative test means you are probably not infected with HIV. However, a negative test can occur if you have very recently been exposed to the virus and therefore have not yet had time to develop antibodies to HIV. If you feel you have been recently exposed to the virus, and have a negative test result, you should be retested several months later.

If you test positive; you may need assistance in deciding what to do. Being HIV positive does not mean you will develop AIDS and die. If you test positive for HIV, you must have medical care. In addition to your health care provider, a local AIDS organization or AIDS hotline may offer extra assistance. The HIV test is voluntary. However, we cannot store your baby's cord blood without the completion of this test. All results are confidential and HIV-related information can only be given to people you allow to have it or to individuals or agencies required by applicable state law. Please be advised that positive HIV test results are required to be reported to the county health department with sufficient information to identify the person who has been exposed to HIV.

I have read the above information regarding HIV and HIV testing. I hereby consent to take the Infections Disease and HIV testing and allow the test results to be given to STORK MEDICAL, LLC and my health care provider. (Specify below).

Birth Mother's Full Name \*

Three text boxes for name: [ ] [ ] [ ]

EX: JOHN ALAN SMITH

Date Signed \*

12 - 10 - 2014

Month Day Year

Health Care Provider's Name \*

Text box for name

Health Care Provider's Address



## Authorization and Release From Liability To Collect Cord Blood And Maternal Blood

Stork Medical, LLC wants to ensure that you understand the benefits, limitations, and processes associated with Umbilical Cord Blood Banking. Please review all accompanying literature. If you have questions about cord blood stem cell collection, processing, storage, uses or limitations please visit our web site, [www.STORK.MD](http://www.STORK.MD), or contact us by telephone 866-657-8675. If you would like to proceed with storage of your baby's umbilical cord stem cells, we ask that you sign this consent form and return it with your contract to Stork Medical, LLC. This form will be forwarded to the healthcare provider you have chosen to deliver your child.

Authorization and Release from Liability to Collect Umbilical Cord Blood and Maternal Blood \*

	Check
I have been provided with adequate information about banking my newborn's umbilical cord blood to make an informed choice regarding the preservation of my newborn's stem cells.	<input type="checkbox"/>
I understand that this program is an elective option to collect and store my newborn's umbilical cord blood. It is my choice to enroll and participate.	<input type="checkbox"/>
I understand that the program is designed to provide a source of genetically related cord blood stem cells for potential future use and that the birth of my newborn represents the only opportunity to collect them.	<input type="checkbox"/>
I understand that I/We, as the undersigned, are solely responsible for all fees associated with the collection, processing, transport and storage of my baby's umbilical cord stem cells.	<input type="checkbox"/>
I have had all of my questions answered to my satisfaction. I understand the potential implications of cord blood banking for future use by my newborn and family.	<input type="checkbox"/>
Consent is hereby granted by the undersigned to the medical professionals attending the birth to perform the collection of maternal blood and umbilical cord blood.	<input type="checkbox"/>
The undersigned hereby releases and forever discharges the health care providers, hospital, birth center and their respective officers, directors, shareholders, employees, agents, representatives, affiliates, successors and assigns (collectively, the "Released Parties") of and from any and all liability for any and all loss, harm, damage or claim of any kind arising from or relating to the collection of, or failure to collect, the cord blood and the maternal blood samples.	<input type="checkbox"/>
The undersigned acknowledges that, by this release, the undersigned is giving-up any and all rights she or he may otherwise have, now or in the future, to sue or otherwise seek monetary damages or other relief against any of the Released Parties for any reason relating to the collection of, or failure to collect, the cord blood and the maternal blood samples.	<input type="checkbox"/>

I have chosen to collect and bank my newborn's umbilical cord blood. I accept the responsibility to complete the necessary arrangements for cord blood banking.

Birth Mother's Full Name \*

<input type="text"/>	<input type="text"/>
First Name	Last Name

Date Signed \*

<input type="text" value="12"/>	-	<input type="text" value="10"/>	-	<input type="text" value="2014"/>	
Month		Day		Year	

Birth Father's Full Name

<input type="text"/>	<input type="text"/>
First Name	Last Name

Guardian's Full Name

<input type="text"/>	<input type="text"/>
First Name	Last Name

## Contract Agreement

(Page 1)

### CONTRACTUAL AGREEMENT FOR CORD BLOOD PROCESSING, STORAGE AND INFORMED CONSENT

I/we, the undersigned (the "CLIENT"), on behalf of myself/ourselves and my/our unborn child (the "Child"), hereby engage Stork Medical, LLC (STORK) to process, cryopreserve and store stem cells obtained from umbilical cord and/or placental blood collected at the time of birth of the Child and to test the maternal non-cord blood of the mother of the Child upon the terms and subject to the conditions set forth in this Cord Blood Processing, Storage and

Informed Consent Agreement (this "Agreement").

This Agreement is entered into on \*

12 - 10 - 2014  
Month Day Year

This Agreement constitutes a legally binding agreement between STORK, the CLIENT and, if the birth mother of the Child is not a CLIENT, the birth mother of the Child.

The rights and obligations of STORK, the CLIENT and, if different, the birth mother of the child is as follows:

1. Services of STORK: STORK is in the business of processing, testing, cryopreserving and storing stem cells obtained from umbilical cord and/or placental blood collected at the time of the birth of a child and, in connection therewith, STORK also tests maternal non-Specimen blood ("Maternal Blood") of the birth mother of the Child (the "Mother"). STORK shall provide such services to CLIENT pursuant to the terms and subject to the conditions set forth in this Agreement. STORK shall make available a collection kit for the collection of the Maternal Blood and Specimen. When STORK receives the Specimen and Maternal Blood, STORK shall conduct or cause to be conducted the following tests: (a) a microbiological screen on the Specimen, and (b) a screen of the Maternal Blood for Syphilis, Hepatitis B, Hepatitis C, HIV, cytomegalovirus ("CMV"), and human T-lymphotrophic virus ("HTLV") (collectively, the "Testing"). If the Specimen is accepted for storage in accordance with the terms of this Agreement, STORK shall process the Specimen and store the processed Specimen in a cryogenic cellular storage unit (a "Unit") until the termination or expiration of this Agreement. STORK's obligations are expressly limited to the services described in this Agreement and STORK does not provide any other services.

2. Responsibilities of CLIENT: Simultaneously, with the execution of the Agreement, CLIENT shall complete the Client Enrollment Form attached hereto as Exhibit 1 and the Medical Health History profile attached hereto as Exhibit 3. CLIENT shall execute the Authorization to Collect Cord Blood and Maternal Blood; Release from Liability attached hereto as Exhibit 5. CLIENT acknowledges that there are certain circumstances which could prevent the personnel selected by CLIENT from collecting the Specimen or a sufficient volume of Specimen for storage, subsequent transplantation or any other purpose. The selected courier is not an agent of STORK; STORK is not liable for any deterioration, loss or destruction of the Specimen or Maternal Blood prior to receipt of the Specimen and Maternal Blood by STORK at the designated processing and storage facility. The selected laboratory is not owned by STORK, but does meet or exceed all FDA requirements and carries its own liability insurance. Therefore, STORK is not liable for any deterioration, loss or destruction of the Specimen or Maternal Blood received by the laboratory.

3. Terms of Agreement: The initial term of this Agreement shall commence on the Enrollment Date and continue for a period of one year from the date of birth of the CLIENT's Child. This Agreement shall automatically renew for successive one year periods unless terminated in accordance with Section 16 hereof. Notwithstanding the foregoing, the term of this Agreement shall be six, eleven, sixteen, or twenty-one years from the date of the birth of the Child if CLIENT chooses a multi-year prepayment plan in addition to the initial one year storage agreement. Fee schedule, including pricing payment plans for the initial collection, transport, processing, and storage for the first year, along with multi-year prepayment storage plans for five, ten, fifteen, and twenty years of additional storage are set forth on Exhibit 2 hereto.

4. Storage Terms: The Specimen will be stored pursuant to the following terms:


- a. The Specimen will initially be stored in a Unit either owned or contracted with by STORK Medical. STORK expressly reserves the right to relocate the Specimen to another Unit located within the United States. If the Specimen is relocated to another Unit, STORK will notify CLIENT within sixty (60) days after such relocation.
- b. No cellular Specimens other than blood cells will be stored in the Unit in which the Specimen is initially stored or to which the Specimen may subsequently be transferred.
- c. STORK reserves the right to refuse Specimen storage for any reason.
- d. The Specimen will be stored in the Unit(s) so long as all fees have been timely paid.

5. Client Fees: At the time of execution of this Agreement, CLIENT shall choose a STORK Medical Payment Plan. The fees for the Storage Plan are set forth on Exhibit 2. hereto and consist of the following:

- a. First Year Storage Plan: The First Year Storage Plan includes all services necessary to store your baby's cord blood until the baby's first birthday. The components of the Processing and Testing Fee are outlined in Exhibit 2. A ten percent (10%) late fee will be charged on any Invoice that is more than thirty (30) days past due. This late fee penalty will increase to twenty percent (20%) for invoices that are more than sixty days late.

- b. Multiple Year Storage Plans: CLIENT may make a one-time advance payment for additional five, ten, fifteen, or twenty years of storage. These payments are nonrefundable.
- c. Administration Fee: If CLIENT executes this Agreement but fails to deliver a Specimen and Maternal Blood to STORK or if CLIENT sends in a Specimen, but the Specimen is not accepted for processing or storage by STORK in accordance with the terms of this Agreement, CLIENT shall be required to pay the administrative fees set forth on Exhibit 2 hereto.

Mother's Initials \*    Father's Initials    Guardian's Initials    Today's Date \*

            -  -  

Month    Day    Year

## Contract

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6. Mother's Blood Tests: By signing this Agreement and the Informed Consent to Infectious Disease and HIV Testing attached hereto as Exhibit 4, the Mother grants her consent to STORK to perform the testing, or to have another entity engaged by STORK to perform the testing on the Maternal Blood. If any of the test results are abnormal, the results will be made available to the Mother and/or Mother's physician. If the HIV screening test is positive, a test will be required to be performed by another service provider to confirm the result. If the positive test results of the HIV screening are confirmed, the Mother hereby gives her consent to STORK to provide these results to the Mother's physician indicated on the Enrollment Form and/or Exhibit 4. Mother acknowledges that certain laws may require STORK, or laboratories which perform the testing on STORK's behalf, to report test results to certain governmental agencies. Mother hereby gives her consent to STORK to report test results to governmental agencies on its own behalf or on behalf of said laboratories as required by law. If any of the tests are positive, STORK may refuse to continue to store the Specimen. STORK does not assume any responsibility or liability for confirmatory testing performed by another service provider.

7. Client Representations and Warranties: CLIENT represents and warrants that (a) he/she is the parent or legal guardian of the Child for whom the Specimen is being preserved; (b) CLIENT has had the opportunity to consult CLIENTS own legal counsel to review this Agreement and any other documents or forms to be signed in connection herewith and that CLIENT has carefully read and understands all of the provisions of this Agreement; (c) the decision to collect the Specimen and Maternal Blood, test the Maternal Blood, and process and store the Specimen is a completely voluntary act on the part of CLIENT; and (d) CLIENT has discussed with a competent medical professional, other than an employee or agent of STORK, the collection of the Specimen and the preservation and possible future use of the Specimen, including the possible risks, if any, associated with the aforesaid.

8. Client's assumption of risk: CLIENT acknowledges that he/she has been fully informed of, accepts and agrees to the conditions, risks, limitations and costs of processing, testing and storage of the Specimen set forth in this Agreement and the exhibits hereto. CLIENT acknowledges that his/her Child may never need to use the Specimen and that the Specimen may not be utilizable. CLIENT assumes all risks associated with the collection, preparation and delivery of the Specimen and Maternal Blood to STORK.

9. Rights to Specimen:

- a. If only one parent/legal guardian is the CLIENT pursuant to this Agreement, except as expressly provided herein, such person shall be solely liable for all of the obligations and shall have all of the rights of CLIENT hereunder, including control of the Specimen. If more than one parent/legal guardian of the Child are the CLIENT under this Agreement, except as expressly provided herein, each shall be jointly and severally liable hereunder and the rights hereunder shall be held by such parents/legal guardians jointly, including control of the Specimen. The exercise of any rights hereunder, or the amendment of any of the rights to or control over the Specimen hereunder shall require written notice to STORK signed by each CLIENT.
- b. Notwithstanding the foregoing, any blood components (including but not limited to plasma and/or red blood cells) that remain after processing of the Specimen and that are not being cryopreserved may be disposed of by STORK or its contracted laboratory, in its sole discretion.
- c. If this Agreement is terminated by STORK in accordance with Section 16 ( c ) hereof or the term of this Agreement expires, and CLIENT has not submitted to STORK a Request Form for retrieval of the Specimen, CLIENT relinquishes all rights in and to the Specimen, and waives all claims to the Specimen, and STORK shall have the right, in its sole discretion, to utilize, donate for research or dispose of the Specimen.
- d. Upon the age of majority of the Child, if this Agreement is still in effect, STORK shall recognize any claims made by the Child for the Specimen. The Child and/or the CLIENT may




continue to make payments to STORK and continue storage of the Specimen. If so, the CLIENT or Child shall be required to make the annual storage fee payment then in effect.

10. Specimen Retrieval: The Specimen stored pursuant to this Agreement will be ready for access or delivery during regular business hours within 48 hours after receipt by STORK of a written request from CLIENT. The request must be made on the Request Form provided by STORK, must be executed by each CLIENT, and must provide the name of the medical professional to whom the Specimen is to be delivered and the date delivery is requested. STORK does not charge a retrieval fee for retrieving the Specimen from the Unit. CLIENT shall be required to pay all third party charges for transportation and delivery of the Specimen to the destination designated by CLIENT.

11. Disclaimers: CLIENT acknowledges that neither STORK nor any of its officers, directors, shareholders, executives, employees, agents or consultants have made any representations, guarantees, warranties or assurances, expressed or implied, to CLIENT regarding the success of the collection, transportation, testing, processing, cryopreservation, storage process or use of the Specimen. Without limiting the generality of the foregoing, CLIENT acknowledges the following express disclaimers by STORK, and releases STORK and the above referenced parties from the same:

- a. While certain individuals and experts in the medical community advocate the storing of stem cells to be available for the potential medical technology, STORK expressly disclaims any warranty or guarantee that the Specimen will be of therapeutic or other value now or in the future.
- b. STORK expressly disclaims any warranty or guarantee that the Specimen and Maternal Blood will be collected, or that there will be sufficient volume of Specimen for processing and storage or subsequent use for any purpose.
- c. STORK expressly disclaims any liability if the personnel selected by CLIENT or STORK are unable to collect the Maternal Blood or Specimen or if such personnel are unable to collect a sufficient volume of Specimen for storage, subsequent transplantation or any other purpose.
- d. STORK expressly disclaims any liability for any damage to, or destruction or loss of, the Specimen or Maternal Blood by the courier selected by STORK.
- e. STORK expressly disclaims any liability for any damage to, or destruction or loss of, the Specimen or Maternal Blood by the laboratory selected by STORK.
- f. STORK does not perform any medical services, give any medical advice, or otherwise perform any other function other than those expressly provided for herein and STORK expressly disclaims any responsibility to provide any other services.

Mother's Initials \*    Father's Initials    Guardian's Initials    Today's Date \*

            -  -  

Month    Day    Year

## Contract

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12. Limitation of Liability: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS AGREEMENT, CLIENT AGREES THAT STORK'S LIABILITY FOR ANY LOSS, HARM, DAMAGE OR CLAIM OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED BY STORK SHALL BE LIMITED TO THE RETURN OF AN AMOUNT EQUAL TO ALL FEES PAID BY CLIENT TO STORK PURSUANT TO THIS AGREEMENT.

13. Waiver of Punitive Damages: CLIENT AGREES THAT IN NO EVENT SHALL STORK BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES PROVIDED BY STORK, AND CLIENT EXPRESSLY WAIVES ANY RIGHTS TO ANY SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. Force Majeure: CLIENT AGREES THAT STORK SHALL NOT BE LIABLE FOR ANY LOSS, DETERIORATION OR DESTRUCTION OF ALL OR ANY PART OF THE SPECIMEN RESULTING FROM CAUSES OR CIRCUMSTANCES BEYOND STORK'S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO FIRE, EXPLOSIONS OR POWER OUTAGES, NATURAL DISASTERS, TERRORISTS ACTS OR ACTS OF WAR.

15. Hold Harmless and Indemnity: CLIENT agrees that the person(s) for whose benefit the Specimen is being stored, or to whom it is later provided, shall at all times and for all purposes be deemed to be bound by the provisions of this Agreement. CLIENT hereby indemnifies and agrees to hold STORK and CLIENT's hospital and physicians and the respective agents, employees, officers, directors, shareholders and affiliates (collectively, the "Indemnities") harmless from any and all claims, liabilities, demands and causes of

action asserted against Indemnities (collectively, "Claims") by any person or entity, including any third party beneficiary of this Agreement. This Indemnity and hold harmless provision includes, and is not limited to, any and all Claims against the Indemnities by the Child, or by any parent, legal guardian, birth mother or child of the person(s) for whom the Specimen is being stored, whether or not a party to this Agreement.


16. Termination of Agreement: This Agreement may be terminated (a) by CLIENT at any time prior to the collection of the Specimen; (b) by STORK if it has exercised its right to refuse Specimen storage for any reason; (c) by STORK if any payment due to STORK is not timely paid and such failure to pay is not cured within ninety (90) days after receipt of notice from STORK of such failure to pay; (d) by mutual agreement of the parties hereto; or (e) by either party upon sixty (60) days prior written notice to the other party hereto. Except as expressly provided herein, if this Agreement is terminated by the CLIENT or STORK for any reasons, all fees paid by CLIENT to STORK shall be nonrefundable. Notwithstanding the foregoing, if this Agreement is terminated by STORK pursuant to Section 16 (e), and CLIENT has paid for the five, ten, fifteen, or twenty year storage plans, STORK shall reimburse to CLIENT a pro rated amount of the storage fee for the unused portion of the multi-year storage plan. Upon termination of this Agreement, CLIENT agrees to release all rights and wave all claims against STORK, and its officers, directors, shareholders, employees, agents, representatives and consultants with regard to this Agreement, the services hereunder and the Specimen, and agrees that STORK shall have no further liability to CLIENT or with regard to the Specimen after termination.

17. Arbitration: CLIENT agrees that any and all disputes arising out of or relating to this Agreement will be resolved by arbitration as provided in this Section 17, which shall survive any termination or expiration of this Agreement. CLIENT agrees that prior to instituting or participating in arbitration to resolve a dispute arising out of this Agreement, CLIENT and STORK will attempt to resolve the dispute through good faith negotiations. If CLIENT and STORK are unable, after good faith negotiations, to resolve disputes arising under this Agreement, CLIENT or STORK may commence arbitration by sending a written demand for arbitration to the American Arbitration Association ("AAA") and to the other party affected by the dispute. The arbitration shall take place in Columbus, Georgia unless CLIENT and STORK otherwise agree. The Georgia Rules of Civil Procedure and Evidence shall apply to the arbitration unless CLIENT and STORK otherwise agree. All decisions of the arbitrator(s) shall be final, binding, and conclusive on all parties, subject to applicable rights of judicial review and/or appeal, and arbitration as provided herein shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. Judgment may be entered upon the arbitrator's final decision in accordance with applicable law in any court having jurisdiction thereof. This arbitration paragraph and all rulings or decisions of the arbitrator(s) as well as subpoenas authorized or issued by the arbitrator(s) shall be specifically enforceable in a court of law or by the arbitrator(s). The fees of the arbitration shall be shared equally between STORK and CLIENT.

18. Attorney's Fees, Governing Law, Jurisdiction and Venue: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Georgia. Subject to the compulsory arbitration provisions set forth in Section 17, any judicial proceedings brought against either STORK or CLIENT in connection with any dispute arising out of this Agreement or any matter related hereto shall be brought in a court of competent jurisdiction in and for Muscogee County, Georgia. STORK and CLIENT hereby consent to the exclusive jurisdiction of the aforesaid courts, waive any objection to venue therein and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement. The prevailing party in any such proceeding shall be entitled to an award of its attorney's fees, paralegal fees, costs and expenses incurred in such proceeding.

19. Confidentiality: Consent to Release: STORK acknowledges the confidential nature of the information provided by CLIENT and, if different from the CLIENT, the birth mother of the Child, in connection with this Agreement and STORK agrees to use its reasonable best efforts to maintain the confidentiality of the information except as required by law or as permitted by this Agreement. CLIENT and, if different, the birth mother of the Child hereby agree 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 or, if different, the birth mother of the Child.

20. Multiple Births: In the event of multiple births, if CLIENT desires to engage STORK to process, cryopreserve and store the cord blood for each Child, the collection, processing and storage of cord blood for each such Child shall be subject to the terms and conditions of this Agreement.

Mother's Initials \*    Father's Initials    Guardian's Initials    Today's Date \*  
             12 -  10 -  2014   
Month    Day    Year

## Contract

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21. Assignment: This Agreement is assignable by STORK to any individual, association, partnership or corporation which is either providing a similar service or intends subsequent to such assignment to provide a similar service. If STORK is acquired by or merged with or into another company, as a condition of such merger or acquisition, STORK shall require that the terms of this Agreement shall continue in full force and effect.

22. Notice: Any notice to be given under this Agreement shall be sufficiently given if delivered in person or sent by express mail or by registered or certified mail, postage prepaid. Notice to STORK shall be delivered to STORK Medical LLC, 7196 North Lake Dr., Suite A, Columbus, Georgia 31909. Notice to CLIENT shall be delivered to the address set forth in Exhibit I. Such notice shall be deemed to have been given as of the date so personally delivered or received by mail. CLIENT agrees to promptly notify STORK in writing of any change in CLIENT's name or current mailing address or in the legal guardianship of the Child at any time during the term of this Agreement.

23. Entire Agreement: This Agreement and the exhibits hereto constitutes the entire agreement between STORK, CLIENT and, if different, the birth mother of the Child and supersedes all prior agreements of understandings, oral and written, among the foregoing with respect to the subject matter hereof.

24. Survival: All covenants and agreements made in this Agreement, which by their terms require performance after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.


25. Binding Effect : All of the obligations, terms, provisions and releases set forth in this Agreement shall be binding upon and inure to the benefit of STORK, the CLIENT and, if different, the birth mother of the Child, and their respective heirs, personal representatives, successors, and assigns.

26. 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 to make it enforceable, and this Agreement shall otherwise remain in full force and effect.

27. Headings: The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

[Click Here](#) to Download a copy of this contract to keep for your personal record.

Birth Mother's Full Name \*    Last 4 of Social Security \*    Date Signed \*

        -  -  

JANE P. SMITH    Month    Day    Year

Birth Father's Full Name    Last 4 of Social Security

JOHN P. SMITH

Guardian's Full Name    Last 4 of Social Security

JOHN P. SMITH

## Contract Pricing and Payment Options

Standard Contracts include:

- \*Physician Fees
- \*Administration Fees
- \*Processing & Testing of cord blood and maternal sample
- \*First Year of Annual Storage
- \*Overnight Courier Service From Most U.S. Locations

--> This includes everything necessary for your child's cord blood to be processed and stored until your child turns one year old. The annual storage fee after the first year is \$108.00/year or \$10.00/month.

--> The Annual Storage Fee is guaranteed for 10 (ten) years. After 10 (ten) years, if a price increase is instituted, it is guaranteed not to exceed 10 (ten) percent per year to a maximum lifetime annual storage fee of \$250.00 (two-hundred

fifty dollars).

Payment Options \*

- Option One: PAYMENT IN FULL - \$100 deposit. Total Cost: \$1,700.00
- Option Two: Six monthly payments of \$292.00. First installment (\$292.00) due prior to delivery. Total cost: \$1,752.00
- Option Three: 12 monthly payments of \$150.00. First 2 installments (\$300.00) due prior to delivery. Total Cost: \$1,800.00
- Option Four: 24 monthly payments of \$84.00. First 3 installments(\$252.00) due prior to delivery. Total Cost: \$2,016.00
- Option Five: 36 monthly payments of \$60.00. First 4 installments (\$240.00) due prior to delivery. Total cost: \$2,160.00
- Option Six: 48 monthly payments of \$47.00. First 4 installments (\$188.00) due prior to delivery. Total cost: \$2,256.00
- Option Seven: 60 monthly payments of \$40.00. First 4 installments (\$160.00) due prior to delivery. Total cost: \$2,400.00

Optional Prepaid Annual Storage Options

- Five additional years prepaid storage: \$490.00 - YOU SAVE \$50.00
- Ten additional years prepaid storage: \$960.00 - YOU SAVE \$120.00
- Fifteen additional years prepaid storage: \$1,440.00 - YOU SAVE \$180.00
- Twenty additional years prepaid storage: \$1,920.00 - YOU SAVE \$240.00

Multiple Births

- Twin Discount Rate - \$2,900.00
- Triplet Discount Rate - \$4,100.00

Payment plans for multiple births can be arranged, please contact stork directly.

## Administrative Fees and Refund Policy

If at anytime prior to using our kit, you change your mind, you will be entitled to a full refund once the kit is returned. If for any reason you choose not to store your baby's cord blood after it is collected, your total cost will be limited to \$300.00 (your deposit will go toward this amount).

### Payment Details

**All Plan Options require a deposit prior to delivery.** If you have funds donated in your name to Stork's Baby Shower Registry, these funds are immediately credited to your account. The balance of the first payment will be charged within 24-48 hours of delivery. Your next and subsequent payments will be due on the same day of each successive month that your baby was born.

Please check  that you acknowledge the terms above.

## Additional Forms

If you are required to submit additional forms you can do so here, or you can fax them to: (706)-324-2557.

For a Fax Cover Sheet - [Please Click Here](#)

Identification, Military ID, ect.

Choose a file

No file selected

## Payment Processing:

- How would you like to pay? \*
- Credit Card/Debit Card
  - Check/Money Order
  - Need More Info On Options

If you have selected pay by credit card, you will be contacted by one of our Stork Team Members for processing.

If you selected pay by Check, you can simply make check payable to STORK MEDICAL and send to:

Stork Medical  
7196 North Lake Drive, Suite A  
Columbus, GA 31909

If you selected need further information on payment options, we will contact you within 1 business day.

However, if you are due to deliver within two weeks, please contact Stork directly upon completion of this enrollment form.

E-mail \*

Phone # to Contact You At \*

Best Time to Reach

**Thank you for your enrollment, click submit to complete.**