



Cells4Life

HLA TYPING SERVICE AGREEMENT





Dear Parent or Donor,

This is the Cells4Life HLA Typing Service Agreement and it is a legal document. We request that you read it very carefully as it sets out the entire agreement between us.

For your reference, this document is divided into the following parts:

- SECTION 1 DONOR INFORMATION
- SECTION 2 SERVICES, PRICING AND PAYMENT INFORMATION
- SECTION 3 STATEMENT OF CONSENT
- SECTION 4 HLA TYPING AGREEMENT

Using block capitals please fully complete Sections 1 to 4 and return one copy of the Agreement to us keeping the other for your own records.

To HLA Type your child's cord blood sample, we require the Parent or Legal Guardian to provide consent on the child's behalf and record it in Section 3 of this Agreement. The remaining Sections of this Agreement should also be completed by the Parent or Legal Guardian.

For peripheral blood HLA typing, we require the Donor (the individual providing a peripheral blood sample) to provide consent and record it in Section 3 of this Agreement.

In the event the peripheral blood Donor is under the age of eighteen in the UK, sixteen in Scotland or otherwise deemed legally incapable of providing consent to this Service, the Donor's parent or legal guardian will be required to consent on their behalf. Section 3, therefore, must be completed by a parent or legal guardian. The remaining Sections can be completed by either parent or, where relevant, the individuals's legal guardian.

Please note we require one Agreement per Donor to be completed. For further testing of related/unrelated donors, please contact Cells4Life for additional Agreements.

If you have any questions please do not hesitate to contact us.

Yours faithfully

A handwritten signature in blue ink, appearing to read "Wayne M Channon".

Wayne M Channon
Chairman



Section 1 - Donor information

Donor information

Donor's name: _____ ("Donor")

Date of birth: _____

Sex: Female / Male

Ethnicity: White Black Asian
Mideast Mixed Other

If you have selected Other, please specify: _____

Donor's address: _____

_____ Postcode: _____

Country: _____

Home telephone: _____

Mobile telephone: _____

Work telephone: _____

Fax: _____

Email address: _____

Note: Please ensure the Parents' information is provided where cord blood HLA typing is selected or where the peripheral donor is under the age of eighteen in the UK, sixteen in Scotland, or is otherwise deemed legally incapable of providing consent.

Parent information

Parent's name: _____ ("Parent")

Address: _____
(if different) _____
_____ Postcode: _____

Country: _____

Home telephone: _____

Mobile telephone: _____

Work telephone: _____

Fax: _____

Email address: _____

Section 2 - Services, pricing and payment information

Cells4Life’s HLA Typing Service mirrors that of the National Health Service Blood and Transplant (NHSBT). As a result, all molecular techniques used by Cells4Life for HLA Class I (A, B) and DRB1 molecular typing have been fully validated in line with national standards.

By choosing Cells4Life’s HLA Typing Service, you will benefit from readily available, documented evidence of the Donor’s tissue type, should the need for transplantation arise.

Service Plans

HLA Typing Service per Donor

Country	UAE	Qatar	Kuwait	Bahrain	Others
Pricing	2400	2500	200	260	660
Currency	AED	QR	KD	BD	USD
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

By cheque (UAE only)

Please make cheques payable to MED CELLS INTERNATIONAL FZ LLC and send to:

MED CELLS INTERNATIONAL FZ LLC
Office 407, Building 25
Dubai Healthcare City
Dubai, UAE

Payment by bank transfer

Account name: MED CELLS INTERNATIONAL FZ LLC
Bank: Lloyds TSB Bank PLC
Al Wasl Road, Jumeriah
P.O. Box 3766
Dubai, UAE
Swift Code: LOYDAEAD
IBAN: AE810320060601762522201

Payment by card

Card type: Credit card / Debit card
Name on card: _____
Card number: _____
Valid from (mm/yy): _____ / _____
Expires end (mm/yy): _____ / _____
Card security code (CV2): _____ (The rightmost 3 digit number on the signature strip)

Notes: Full payment for you chosen Service(s) is due upon booking.
All fees and bank charges will be payable by you, including receipt fees.
American Express attracts a handling fee of 1.5%.

Section 3 - Statement of consent

Human Leukocyte Antigen (HLA) testing ('tissue typing') is a test that requires the Donor's informed consent. This test determines which HLA types are present in a person as a result of their genetic make up. It is used in medicine to determine if a person can provide tissue to another person.

Consent

As required by UK law, persons providing consent must be capable of understanding the test and outcomes. If a person is not legally able to provide consent then this must be done by a parent or legal guardian. We encourage you to seek advice from other sources and to ask any questions you might have before committing to this Service. You can withdraw your consent at any time.

Testing

Cord blood sample To perform cord blood tissue typing, approximately 3ml of your child's cord blood sample will be used. For samples not yet in storage with us, the required volume of blood will be extracted from the original cord blood sample upon receipt at our laboratory and prior to processing, testing and cryopreservation.

If your child's cord blood sample is already in storage with us, we will release one of the vials of cord blood from our cryogenic storage facility for the purposes of HLA typing. In this instance, you confirm we are permitted to do this.

In the unlikely event of an ambiguous test result, we will request a maternal blood sample be sent to us. This maternal sample will be HLA typed and compared to the cord blood result. This is usually due to maternal/foetal contamination at time of birth.

Peripheral blood sample To perform peripheral blood tissue typing we require approximately 5ml of peripheral blood. We will provide you with an appropriate blood Collection Kit. This blood sample should be taken by a competent person.

All blood samples will be sent to an external laboratory for testing; the test itself is not performed by Cells4Life.

You need to be aware that results of testing may have implications for you as the Donor, any potential recipients and the wider family. You need to ask questions regarding this of your medical practitioner if you are unsure of what the outcomes may be.

Results reporting

We will send you a certificate informing you of your tissue type once all testing is completed. Please allow up to three months for this.

Records and disposal

No sample material is kept by the testing laboratory. Once tests are completed any remaining material is autoclaved and incinerated.

By signing this I confirm I have received sufficient information to make an informed decision. I confirm my understanding of the procedures and tests involved and I consent to these.

Signature of Parent, Legal Guardian or Donor

Signature: _____

Date: _____

Section 4 - HLA typing agreement

This document is important and You will be legally bound by it. Please read it carefully, seek legal and medical advice and let us know if You have any questions before signing.

This Agreement is between (insert full name of Parent, Legal Guardian or Donor):

_____ (referred to in this Agreement as “you”)

AND

Cells4Life Group LLP (Company number OC357135), whose registered office is at Units 2 & 3 Oak House, Woodlands Office Park, Albert Drive, Burgess Hill, RH15 9TN (referred to in this Agreement as “Cells4Life”, “we” or “us”).

The terms and conditions contained within this Agreement together with Section 5 (where relevant) form a legally binding agreement between us which relates to the procurement, processing and testing the blood sample of You/the Donor. In signing this Agreement, You acknowledge and agree that Cells4Life is in no way providing medical advice, care or treatment to You or anyone else.

1. General terms

1.1 Definitions

- 1.1.1. “Blood” means the blood sample provided for testing.
- 1.1.2. “Donor” refers to donor of the Blood sample as notified to us and in relation to whose Blood we are testing and, where relevant, supplying You with a Collection Kit. For the purposes of this agreement You may also be the Donor.
- 1.1.3. “Service” means the collection and testing of Blood. In this Agreement “collection” excludes the procurement of Blood which is an optional service.
- 1.1.4. “Statement of consent” means Section 3 of this Agreement which details the Cells4Life service and which records Your consent to the service particulars.
- 1.1.5. “Fee” means the fees as detailed in the “Payment methods” section set out in Section 2 of this Agreement.
- 1.1.6. “Third Party Costs” means the cost of the Collection Kit, laboratory fees, any applicable courier fees and any applicable charges made by medical practitioners for procuring the Blood.

2. Your instructions

- 2.1. Unless the Donor is deemed competent by law, we will act upon the written instructions of you or such other person as authorised by law in relation to testing of the Blood. Otherwise we are required to act upon the instructions of the Donor in relation to the testing of the Blood. However, please note that this Agreement is between You and us and You remain liable for the payment of any fees which arise under the terms of this Agreement for the duration of the term of this Agreement.
- 2.2. Except where this Agreement is terminated in accordance with clause 11 the Blood shall at all times remain the absolute and sole property of the Donor and Cells4Life holds the Blood on the terms set out in this Agreement.

3. Supply of Collection Kit

- 3.1. We will send the Collection Kit to You once You have sent us the following:
 - 3.1.1. A fully completed and signed copy of this Agreement;
 - 3.1.2. A signed copy of Section 5 (where relevant).
- 3.2. We will endeavour to send the Collection Kit to all mainland UK addresses within seven (7) working days of receipt of this Agreement and the Deposit.
- 3.3. We do not guarantee any time for delivery of the Collection Kit and cannot accept responsibility for any delays in delivery which are beyond our control. If You have not received Your Collection Kit within fourteen (14) days, please notify us and we will investigate.
- 3.4. In the event that You require a Collection Kit to be sent to You by courier You are responsible for paying to us the courier costs.
- 3.5. We will send the Collection Kit to the address specified by You in Section 1 of this Agreement unless notified otherwise.
- 3.6. If You notice any fault with the Collection Kit, please return it to us and we will arrange for a replacement Collection Kit to be sent to You and we will refund You reasonable postage costs for the return of the Collection Kit to us.
- 3.7. If You have been sent the wrong number of Collection Kits, You must contact us as soon as possible. We will then rectify the matter.
- 3.8. The Collection Kit is only to be used in respect of the Donor as notified to us in Section 1. The Collection Kit is uniquely bar coded to refer to You and the Donor and must not be used by or for any other person. If You do not use this Collection Kit for the Donor then You must not use this Collection Kit for any other Donor unless this has been specifically agreed with us in writing.

4. Procurement of Blood

- 4.1. It is a regulatory requirement that the procurement of Blood using a Cells4Life Collection Kit must be carried out by an appropriately qualified and authorised person.
- 4.2. Cells4Life does not directly employ any appropriately qualified and authorised phlebotomists or other personnel to procure Blood samples. However, Cells4Life is able in some circumstances to put You in touch with an appropriately qualified and authorised third party with whom You can directly arrange procurement of the Blood.
- 4.3. In the event that the Blood is unable to be procured You may cancel this agreement in accordance with the terms set out in Clause 10.
- 4.4. In the event that You decide not to proceed with the procurement of the Blood You may cancel this agreement in accordance with the terms set out in Clause 10.
- 4.5. Once the Blood has been procured, it is Your responsibility to ensure that the Collection Kit is signed to confirm that it is the Donor's Blood contained in the Collection Kit.
- 4.6. Cells4Life shall not be liable to You in any way if it is unable to process Blood due to a failure by You to carry out Your obligations under this Clause 4

5. Delivery of Blood to Cells4Life

- 5.1. Once the Blood has been procured, it is Your responsibility to ensure that the Collection Kit is posted using the pre-paid packaging supplied, in accordance with the written instructions provided.
- 5.2. Cells4Life shall not be liable to You in any way if it is unable to process Blood due to a failure by You to carry out Your obligation under this Clause 5.

6. Consent

- 6.1. In order to procure, process and test the Blood Cells4Life requires Your consent as evidenced by the appropriately completed and signed Statement of consent. As explained in Section 3 You may feel unable to consent to all the procedures set out in Section 3 or alternatively You may at any point withdraw Your consent to some or all of these procedures. As a result Cells4Life may not be able to carry out the necessary procurement, processing and testing of the Blood in accordance with the law. In this case Cells4Life will terminate the Agreement in accordance with Clause 11,

Cells4Life is happy to discuss this with You further.

7. Warranties

- 7.1. We warrant to You that the services will be provided using reasonable care and skill and, provided that You comply with Your obligations, in accordance with this Agreement.
- 7.2. You warrant to us that:
 - 7.2.1. You are the Donor or the Parent/Legal Guardian of the Donor with legal responsibility for the Donor;
 - 7.2.2. You have the right to enter into this Agreement on behalf of Yourself or the Donor; and
 - 7.2.3. entering into this Agreement does not violate any local laws or regulations, as regards any country where the Blood is being drawn
- 7.3. **IMPORTANT** - You acknowledge and accept that we cannot give any guarantees with respect to any:
 - 7.3.1. suitability of any tissue for the future treatment of diseases;
 - 7.3.2. successful treatment of diseases through stem cell transplantation; or
 - 7.3.3. advantages of transplantation over other types of treatment;

8. Limit of Cells4Life's liability

IMPORTANT

Subject to the terms set out in this Clause our liability to You under the Terms of this Agreement is as follows:

- 8.1. **OUR LIABILITY TO YOU IN RESPECT OF ANY FAULT RELATING TO THE Collection Kit is limited to the cost of replacing the Collection Kit.**
- 8.2. **Our liability to You in respect of ANY LOSS OR DAMAGE DUE TO OUR NEGLIGENCE, OR THE NEGLIGENCE OF ANY OF OUR EMPLOYEES, shall be limited to DIRECT LOSSES YOU SUFFER WHICH WE COULD HAVE REASONABLY FORESEEN AT THE DATE OF THIS AGREEMENT UP TO THE MAXIMUM AMOUNT of one million pounds (£1million).**
- 8.3. **Nothing in this Agreement seeks to exclude our liability for the following:**
 - 8.3.1. ANY DEATH OR PERSONAL INJURY CAUSED AS A DIRECT RESULT OF OUR NEGLIGENCE, OR THE NEGLIGENCE OF OUR EMPLOYEES
 - 8.3.2. Fraud or fraudulent misrepresentation.
- 8.4. **We shall in no way be liable to You for any loss or damage suffered by You as a result of Your failure to comply with the terms of this Agreement.**
- 8.5. **Subject to Clauses 8.1, 8.2 and 8.3 we exclude all other liability for damage or loss suffered in connection with this Agreement whether direct or indirect to the maximum extent permitted by law.**
- 8.6. **You acknowledge and understand that we shall not be liable to You, or be considered to be in breach of this Agreement, because of any delay in performing, or any failure to perform, any of our obligations if the delay or failure was due to Your acts or omissions or to any other cause beyond our reasonable control.**

9. Fees

- 9.1. The Fee is detailed in Section 2 and is payable by You to Cells4Life in accordance with the terms of Payment methods. The Fees are intended to cover the costs of administration, Collection Kit, processing and testing.
- 9.2. Any further fees which may be chargeable to You will be notified to You at the time, if applicable.
- 9.3. The Fees are payable in full in advance of the Service being carried out.
- 9.4. All of our fees are quoted to include any applicable VAT.

10. Your cancellation and termination rights

- 10.1. You may cancel this Agreement for any reason upon notifying us in writing within seven (7) working days of receiving the Collection Kit provided that You have not opened the sealed Collection Kit or used it for any purpose and You return the Collection Kit to us at Your cost and in the same condition as when You received it.

11. Our cancellation and termination rights

- 11.1. We may terminate this Agreement at any time in the event that we are unable to perform the Services for any reason beyond our reasonable control including (but not limited to) an Act of

God, fire, flood or other natural disaster, war, riot, insurrection or other civil commotion, strike lock-out or other industrial action, embargoes, shortage of labour, unavailability of raw materials or a change in the law. In such circumstances we shall refund the balance of any Fee You have paid less any Third Party costs we have incurred.

11.2. We may terminate this Agreement in the circumstances set out in Clauses 4.1 or 6.2.

12. Confidentiality and data protection

12.1. Cells4Life will use all reasonable endeavours to keep confidential all information relating to You and/or the Donor. All samples to be tested will be labelled with unique reference numbers and bar coded. Personal information will only be held on our secure database and/or database backup. Information held by Cells4Life will only be released if required by Your or the Donor’s medical practitioner for their internal confidential records or otherwise as requested by You. None of the information held on our database will be disclosed or released to Third Parties other than as required by law.

12.2. Cells4Life is registered under the Data Protection Act 1998 and will process all personal data in accordance with its obligations under that Act. By signing this Agreement, You consent to our holding and processing Your and/or the Donor’s personal data (including sensitive personal data) for the purposes of performing our obligations under this Agreement and You also acknowledge and agree that we may disclose any such personal data to Your or the Donor’s medical practitioner on request or as otherwise required by law. Otherwise we will not disclose personal data to any other party without Your consent. All requests must be made in writing to Cells4Life.

13. Miscellaneous

13.1. You understand that this Agreement is binding upon You and Your respective successors and assigns.

13.2. No variations to this Agreement shall be made unless agreed in writing by us.

13.3. English law shall apply to this Agreement and the English Courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of this Agreement.

13.4. If any provision of this Agreement is decided by any Court or other competent authority to be wholly or partially invalid or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall not be affected and shall remain valid and enforceable.

13.5. This Agreement is solely for Your benefit and, cannot be transferred to any other party. No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

13.6. This agreement embodies the entire agreement and understanding between us and supersedes all prior oral or written agreements, understandings or arrangements. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set out in this agreement save for any representation made fraudulently.

By signing this agreement, you agree that you understand and accept the above terms:

Signature of Parent, Legal Guardian or Donor

Signature: _____

Date: _____