

CUSTOMER AGREEMENT

BLOOD, SKIN, BONE MARROW AND/OR ADIPOSE DERIVED CELL TESTING, PROCESSING AND STORAGE: INFORMED CONSENT AND HIPAA AUTHORIZATION AGREEMENT

I/We, the undersigned (the “CLIENT”), on behalf of myself/ourselves and/or, my/our minor child (the “Child”), engage Next Healthcare Inc. (“NHC”) to test, process, cryopreserve **and store blood cells, skin cells, bone marrow cells, and/or adipose derived cells obtained from blood, skin, bone marrow and/or adipose samples** collected by my physician on the following terms (this “Agreement”).

This Agreement is entered into this _____ day of _____, 20____ (the “**Enrollment Date**”) and legally binds NHC and the CLIENT.

1. Services of NHC; Testing, Processing, Preserving and Storage.

(a) NHC tests, processes, cryopreserves and stores blood cells and skin cells obtained from a blood draw and skin biopsy (“Specimen”) collected by a physician, bone marrow cells (“Specimen”) collected from the patient during an orthopedic surgical procedure, and/or adipose (fat) collected from the patient during an extraction procedure; NHC provides to the physician a collection kit for the collection of the Specimen for use at the NHC facility. (b) When NHC receives a Specimen, NHC reserves the right to and may conduct the following tests: (i) a microbiological screen on the Specimen, and/or (ii) a screen of the Specimen for Hepatitis B, Hepatitis C, HIV, and human T-lymphotrophic virus (collectively, the “**Testing**”). NHC does not guarantee the accuracy of such Tests and CLIENT shall hold NHC harmless for any errors, omissions, mistakes and any consequences therefrom in Testing. If the Specimen is accepted for storage, NHC processes and stores the Specimen in a cryogenic cellular storage unit (a “**Unit**”) until the termination of this Agreement, subject to the terms of this Agreement. (c) NHC’s obligations are expressly limited to the services described in this Agreement.

2. Storage Terms. The Specimen will be stored as follows: (a) The Specimen will initially be stored in a NHC Unit or a contracted third party’s Unit in the State of **North Dakota**. NHC reserves the right to relocate the Specimen to another location within the United States. (b) NHC, in its sole and absolute discretion, may refuse Specimen storage for any reason, including positive test for human viruses or microbial contamination as determined by NHC or certain health conditions that cause abnormal physical or functional characteristics of human skin cells or blood, or abnormal growth of cells in laboratory. (c) The CLIENT shall pay in advance for storage at NHC’s then current rate, and the obligation of storage of a Specimen is conditioned on timely, prior payment of all relevant fees. (d) CLIENT acknowledges that its sole remedy for any loss, damage or destruction of any

Specimen during storage shall be limited to the damages described in **Section 14** below.

3. Release or Retrieval of Specimen. (a) The stored Specimen will be available for release, access or delivery by the end of the 15th business day after NHC’s receipt of a written request for retrieval from CLIENT in a form provided by NHC, signed by each CLIENT, and providing the name and address of the medical professional or other person whom the CLIENT designates in writing as an authorized recipient to whom the Specimen is to be delivered and the requested date of delivery. (b) NHC retains the right to prohibit the release of a Specimen to a recipient requested by CLIENT, if in NHC’s judgment, in its sole discretion, a release may implicate legal or medical risk, reasons or concerns, and CLIENT acknowledges that NHC may so restrict a release. (c) CLIENT is required to pay all transportation, insurance and delivery charges for the Specimen. Upon CLIENT’s request, NHC will engage a commercial shipping service on behalf of the CLIENT. A Specimen will be deemed to be retrieved by CLIENT when accepted by the shipper (d) NHC is not responsible for the loss, damage or destruction of Specimen at any time during or after the delivery and transportation process. CLIENT acknowledges that transporting Specimens carries risks and CLIENT assumes all responsibility for all risks.

4. CLIENT Responsibilities. (a) On the Enrollment Date, CLIENT must complete this Enrollment Form, which may include family medical or genetic history and select qualified personnel to collect, prepare and label the Specimen for delivery to NHC. (b) CLIENT agrees to read and execute the Authorization to Collect a Blood, Skin, Bone Marrow and/or Adipose (fat) Sample; Bank Blood, Skin, Bone Marrow and/or Adipose derived cells; and Release from Liability (Exhibit 3) and HIPAA Authorization (Exhibit 4). (c) The selection of qualified personnel to collect, prepare and label the Specimen and payment for their services is CLIENT’s sole responsibility. NHC does not select, recommend or otherwise determine who will perform these services. (d) There are circumstances that may prevent collection of the Specimen or a sufficient volume of Specimen. (e) Your Physician will notify the courier and arrange for shipment via prepaid shipping label to the NHC processing and storage facility the same day of the collection of the Specimen. The selected courier is not an agent of NHC and NHC is not liable for any deterioration, loss or destruction of the Specimen, prior to receipt by NHC. The Specimen must arrive at NHC within 24 hours of collection.

5. Fees for Services. At Enrollment Date, CLIENT must choose one of the **Annual Storage Plans, the Annual Storage Plan (first year storage is included), the 1-Year Additional Storage Plan, the 3-Year Additional Storage Plan, or the 5-Year Additional Storage Plan by completing Exhibit 1**. The fees for these various Storage Plans, and any administration fees, if applicable, are shown on Exhibit 1. (a) **Annual Storage**

Plan. The Annual Storage Plan includes a Processing and Testing Fee and the first year Storage Fee. A ten percent (10%) late fee is charged for any Annual Storage Plan payment that is more than 30 days past due. **(b) 1 Year Additional Storage Plan Pursuant to the 1-Year Additional Storage Plan, CLIENT makes a one-time payment that covers the Processing and Testing Fee and the first year Storage Fee, plus the storage of the Specimen for a period of 1 additional year. The 1-Year Additional Storage Plan payment is nonrefundable. (c) 3-Year Additional Storage Plan. Pursuant to the 3-Year Additional Storage Plan, CLIENT makes a one-time payment that covers the Processing and Testing Fee and the first year Storage Fee, plus the storage of the Specimen for a period of 3 additional years. The 3-Year Storage Plan payment is nonrefundable. (d) 5-Year Additional Storage Plan. Pursuant to the 5-Year Additional Storage Plan, CLIENT makes a one-time payment that covers the Processing and Testing Fee and the first year Storage Fee, plus the storage of the Specimen for a period of 5 additional years. The 5-Year Storage Plan payment is non-refundable. (e) Administration Fee.** If CLIENT fails to deliver a Specimen to NHC, or if the Specimen is not accepted for processing or storage by NHC, CLIENT will not be responsible for the administration fees shown on **Exhibit 1**. Administration Fee is binding when an enrollment is completed and received by NHC via internet, phone or hard copy. **(f) Collection Reimbursement.** Physician is not entitled to collection reimbursement from NHC. **(g) Renewal. CLIENT may choose to renew and extend their chosen Storage Plan at NHC's then-current rates. Notice of renewal and extension must be received by NHC prior to the expiration of CLIENT's existing Storage Plan.** (h) Payment is considered timely if paid within 30 days of receipt of invoice from NHC.

6. Informed Consent for Infectious Disease Testing. CLIENT consents to the Testing of the Specimen and agrees to read and execute the Informed Consent shown on **Exhibit 2**. If any test results are positive, NHC will decline to store the Specimen and CLIENT will receive a refund of the processing and storage fees minus a service fee of \$350. CLIENT is still responsible for administrative fees. Certain laws may require NHC or the other laboratories performing the Testing to report test results to certain governmental agencies. CLIENT authorizes the release of test results to governmental agencies or others as required by law. NHC does not assume responsibility or liability for confirmatory testing performed by another testing laboratory, nor does NHC assume responsibility for the accuracy of its Testing or that testing will be performed at all.

7. Representations and Warranties of CLIENT if Representing Child. CLIENT represents and warrants that (a) he/she is the parent or legal guardian of the Child, with

authority to make medical decisions on behalf of Child; (b) CLIENT has had the opportunity to consult CLIENT's own legal counsel to review this Agreement and related forms and CLIENT has carefully read and understands all of the terms of this Agreement; (c) the decision to collect the Specimen test, process and store the Specimen is a completely voluntary act of CLIENT; (d) CLIENT has discussed this Agreement with a competent medical professional, who is not an employee or agent of NHC; and (e) CLIENT understands the risks related to collection, preservation and possible future use of the Specimen.

8. Other Provisions if CLIENT is Representing Child. (a) If only one parent/legal guardian of the Child is the CLIENT, such person shall be solely liable for all of the obligations and shall have all of the rights of CLIENT, including control of the Specimen. (b) If more than one parent/legal guardian of the Child is the CLIENT each shall be jointly and severally liable and the rights shall be held by such parents/legal guardians jointly, including control of the Specimen. The exercise of, or any change in any rights and control over the Specimen will require written notice to NHC signed by each CLIENT. (c) Upon the age of majority of the Child, if this Agreement is still in effect, NHC shall recognize any claims made by the Child for the Specimen. If the CLIENT chose the Annual Storage Plan at the time of enrollment, the Child and/or CLIENT may continue to make payments of the annual storage fee to NHC to continue storing the Specimen. If the CLIENT chose the **5 Year Storage Plan**, the CLIENT or Child must notify NHC in writing, prior to the expiration of the **five (5) year storage period**, which he/she desires to continue storing the Specimen and must pay the annual storage fee then in effect.

9. CLIENT has the option to authorize NHC to use a portion (10%) of their stored Specimens for internal Research and Development (R&D) or to be sold to another organization for the purpose of therapeutic development.

YES, I hereby authorize NHC to sell or use a portion (10%) of my stored Specimens for Research & Development use.

10. Death or Disability. In the event of CLIENT or Child's death or incapacity, NHC shall be entitled to rely on instructions of CLIENT. If no such instruction exists, NHC shall be entitled to rely on the instructions of CLIENT's guardian, conservator, administrator or executor of CLIENT's estate, or other similar responsible persons or successors-in-interest. If NHC does not receive instructions within 120 days after learning of the death of CLIENT or Child, as the case may be, this Agreement shall terminate pursuant to **Section 18(a)(vii)**. NHC shall bear no liability for its actions in reliance upon instructions as described in this **Section 10**.

11. Disclaimers. Neither NHC nor any of its officers, directors, shareholders, executives, employees, agents or consultants have made any representations, guarantees, warranties or assurances, express or implied, to CLIENT regarding the success of the collection, transportation, Testing, processing, cryopreservation, storage process or use of the Specimen. CLIENT acknowledges the following express disclaimers and releases NHC and the persons named from liability from the same: (a) NHC expressly disclaims any warranty or guaranty that the Specimen will ever be of therapeutic or other value. (b) NHC expressly disclaims any warranty or guaranty that the Specimen will be collected, or that there will be sufficient volume of Specimen for Testing, processing and storage for subsequent use. (c) NHC expressly disclaims any liability if the personnel selected by CLIENT are unable to collect the Specimen or if such personnel are unable to collect a sufficient volume of Specimen for Testing, processing and storage or subsequent use, or if such personnel are negligent in the collection of such Specimen. (d) NHC expressly disclaims any liability for damage to, or destruction or loss of, the Specimen by the courier selected by NHC. (e) NHC does not perform any medical services, give any medical advice, or otherwise perform any functions other than those expressly indicated; NHC expressly disclaims any responsibility to provide any other Services other than those services specified herein.

12. Assumption of Risk by CLIENT. 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. These risks include but are not limited to the following: The Specimen may not be utilizable. The Specimen will never be of therapeutic or other value. There is no guarantee that medical treatments using blood cells, skin cells, bone marrow and/or adipose derived cells will be developed, will prove effective, or will be approved by the United States Food and Drug Administration. The Specimen may be damaged in testing, processing, freezing or thawing or shipment. There may not be sufficient volume of Specimen for testing, processing and storage or subsequent use. The medical treatments or diagnosis for which the Specimen is used **may** not be effective. Risks in the biopsy and collection process include infection and scarring, and CLIENT is advised to consult a physician concerning these risks. CLIENT assumes all risks associated with the collection, preparation and delivery of the Specimen to NHC. NHC is not responsible, for loss, damage or destruction of Specimens and does not guarantee that Specimens will be viable at the time CLIENT may choose to use them, nor is NHC responsible for any medical treatments or diagnosis for which the Specimen is used.

13. No Warranties. ALL NHC SERVICES (INCLUDING WITHOUT LIMITATION SPECIMENS AND THE

TESTING OR STORAGE OF SPECIMENS) ARE PROVIDED “AS IS” WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT AGREES TO BE BOUND BY THE DISCLAIMER OF WARRANTIES CONTAINED HEREIN.

14. Limitation of Liability. CLIENT AGREES THAT IN THE EVENT OF LOSS, DAMAGE OR DESTRUCTION OF SPECIMENS, CLIENT’S ACTUAL DAMAGES WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO DETERMINE. ACCORDINGLY, THE PARTIES AGREE THAT NHC’S LIABILITY FOR ANY LOSS, HARM, DAMAGE OR CLAIM OF ANY KIND IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED BY NHC SHALL BE LIMITED TO THE RETURN OF AN AMOUNT EQUAL TO ALL FEES PAID BY CLIENT TO NHC. CLIENT understands that loss, harm, damage or complete destruction of Specimen may occur while being Tested, Processed and/or Stored by NHC. CLIENT agrees that NHC will not be held liable for such loss and damage resulting from, but not limited to, loss of power for storage Units, improper storage temperatures, theft, tampering and/or contamination of Specimens.

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

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

16. Indemnity and Hold Harmless. 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 bound by this Agreement. CLIENT indemnifies and holds NHC and CLIENT’S hospital and physicians and their respective agents, employees, officers, directors, shareholders and affiliates (collectively, the “**Indemnitees**”) harmless from

any and all claims, liabilities, demands and causes of action asserted against Indemnitees (collectively, “**Claims**”) by any person or entity, including any third party beneficiary of this Agreement. This indemnity includes any and all Claims against the Indemnitees by the Child, or by any parent, legal guardian of the person(s) for whom the Specimen is being stored, whether or not a party to this Agreement.

17. Term of Agreement. This Agreement will continue for the length of the selected Storage Plan and will thereafter automatically renew for successive one-year periods unless terminated under **Section 18**.

18. Termination of Agreement. (a) This Agreement may be terminated (i) by CLIENT at any time prior to the collection of the Specimen or if NHC files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within ninety (90) days of the filing thereof ; (ii) by NHC if it has exercised its right to refuse Specimen storage for any reason; (iii) by NHC if any payment due NHC is not timely paid and such failure to pay is not cured within 60 days after receipt of notice from NHC of such failure to pay; (iv) by mutual agreement of CLIENT and NHC; (v) by either party if the other party breaches this Agreement and fails to cure the breach within 30 days of notification of the breach by the other party or (vi) as set forth in **Section 10** (Death or Disability); or (vii) by either party upon 60 days prior written notice to the other party hereto. (b) If this Agreement is terminated pursuant to **Sections 18(a)(i) or (ii)**, CLIENT will be responsible for and shall be required to pay any administration fees shown on **Exhibit 1**. In the event of any termination, all fees paid by CLIENT to NHC shall be non-refundable. Notwithstanding the foregoing, if this Agreement is terminated by NHC pursuant to Section 18(a)(v) due to a breach by NHC, and CLIENT has paid for the 3-Year or 5-Year Storage Plans, NHC will reimburse to CLIENT a pro rata amount of the storage fee for the unused portion of the 3-Year, or 5-Year Storage Plan, as the case may be. (c) Upon expiration or termination of this Agreement for any reason, (i) all obligations of NHC for storage of CLIENT’s Specimens shall cease, (ii) CLIENT shall, within 30 days from the date of expiration or termination, make arrangements for release or other disposition of any remaining stored Specimen (and effectuate such release or other disposition), and (iii) if CLIENT has not had the remaining stored Specimen released or otherwise disposed of within those thirty days, NHC shall be entitled to dispose of the Specimen. (d) Upon termination of this Agreement, CLIENT waives all claims, and agrees that NHC has no further liability to CLIENT or with regard to the Specimen.

19. Binding Arbitration. All disputes arising out of or relating to this Agreement will be resolved by arbitration as provided in this **Section 19**. CLIENT agrees that prior to arbitration; CLIENT and NHC will attempt to resolve the dispute through good faith negotiations. If CLIENT and NHC are unable to resolve a dispute, CLIENT or NHC may seek arbitration by sending a written demand for arbitration to the American Arbitration Association (“AAA”) and to the other party. The arbitration will take place in Annapolis, Maryland unless CLIENT and NHC otherwise agree. The Maryland Rules of Civil Procedure and Evidence will apply to the arbitration unless CLIENT and NHC otherwise agree. All decisions of the arbitrator(s) are final, binding, and conclusive and arbitration constitutes the only method of resolving disputes to this Agreement. Judgment may be entered upon the arbitrator’s final decision 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 prevailing party in the arbitration shall be entitled to recover all costs of the arbitration including without limitation, legal and expert fees and the AAA fees of the arbitration.

20. Governing Law, Jurisdiction and Venue; Attorney’s Fees. This Agreement is governed by Maryland law without regard to its choice of law provisions. Subject to the compulsory arbitration provisions of **Section 19**, any judicial proceedings brought against either NHC or CLIENT under this Agreement will be brought in a court in Montgomery County, Maryland. NHC and CLIENT 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. The prevailing party in any such proceeding will be entitled to an award of its attorney’s fees, paralegal fees, costs and expenses incurred in such proceeding.

21. Future Laws. The government may in the future change or adopt new laws and regulations affecting or restricting NHC’s services. NHC is entitled to terminate this Agreement to the extent required by law without any liability or recourse to CLIENT. NHC is entitled to modify and/or change, at any time and without notice to CLIENT, its procedures and take actions needed to comply with changes in existing laws or adoption of new laws, regulations, standards, procedures, and/or best practices without liability or recourse to CLIENT.

22. Confidentiality; Consent to Release. NHC acknowledges the confidential nature of the information provided by CLIENT and, if different from the CLIENT, the Child and agrees to use its reasonable efforts to maintain the confidentiality of the information except as required by law or as permitted by this Agreement. CLIENT hereby agrees to the release of information to the hospital, laboratory or physician providing



services to the CLIENT or Child, and if applicable, any governmental agency requiring such information by law.

23. Assignment; Subcontracting. NHC may assign this Agreement to any individual or entity providing a similar service. If NHC is acquired by or merged with or into another company, NHC shall use its best efforts to require that the terms of this Agreement continue in full force and effect. This Agreement will be binding upon and inure to the benefit of NHC's successors and assignees. CLIENT agrees that NHC may subcontract services under this Agreement, including storage, to third parties.

24. Notice. Any notice shall be sufficiently given if delivered in person or sent by express mail or by registered or certified mail, postage prepaid. Notice to NHC must be delivered to **Next Healthcare Inc, 4201 James Ray Drive, Suite 2100, Grand Forks, ND 58202, or to Next Healthcare Inc, 20271 Goldenrod Lane, Suite 2030, Germantown, MD 20876,** or such other address as provided in writing by NHC to CLIENT. Notice to CLIENT will be delivered to the address set forth after CLIENT's signature or such other address as provided in writing by CLIENT to NHC. Such notice will be deemed to have been given when personally delivered or received. CLIENT agrees to promptly notify NHC in writing of any change in CLIENT's name or current mailing address or in the legal guardianship of the Child.

25. Entire Agreement; Amendment. This Agreement and the exhibits hereto constitute the entire agreement between NHC and CLIENT supersedes any prior agreements or understandings, oral and written. Except as provided in **Section 21**, this Agreement may not be modified or discharged in whole or in part, except by an agreement in writing signed by both parties.

26. Severability. 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.

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

28. Survivability. Sections 7, 8, 11 through 16, 18(c) through (e), 19, 20 and 22 of this Agreement will survive its expiration or earlier termination for any reason.

CLIENT:

Or signature of a Parent/Guardian if the child is under the age of 18

Print Full Name (First) (Middle Initial) (Last)

Printed name of Parent/Guardian if the child is under the age of 18

Relation to Child: _____
(Only applicable if signing on behalf of child)

Address: _____

City: _____ ST: _____ Zip: _____

Phone: _____

Email Address: _____



EXHIBIT 1

NHC SERVICE FEE SCHEDULE: Processing, testing and first year of storage is included. (please check one)

<input type="checkbox"/>	\$ _____	CelBank-Pb™ (blood only)
<input type="checkbox"/>	\$ _____	CelBank-Ad™ (adipose/fat only)
<input type="checkbox"/>	\$ _____	CelBank™ (blood and skin)
<input type="checkbox"/>	\$ _____	CelBank-B™ (bone marrow)
<input type="checkbox"/>	\$ _____	CelBank-APb™ (adipose/fat and blood)
<input type="checkbox"/>	\$ _____	CelBank Prime™ (combination of 3)

ADDITIONAL STORAGE: Optional

<input type="checkbox"/>	1-Year Additional Storage Plan: Add 1 year of storage. Fee is \$199. Total = 2 years storage
<input type="checkbox"/>	3-Year Additional Storage Plan: Add 3 years of storage. Fee is \$579 (3% discount for the storage fee only). Total = 4 years storage
<input type="checkbox"/>	5-Year Additional Storage Plan: Add 5 years of storage. Fee is \$945 (5% discount for the storage fee only). Total = 6 years storage

The Processing and Testing Fee covers the cost of enrollment, outbound blood, skin, bone marrow and/or adipose sample shipping, blood, skin cell, bone marrow and/or adipose derived cell processing and infectious disease screening tests on the sample(s). The Processing and Testing Fee and fees for the selected Storage Plan are charged to your credit/debit card prior to your doctor shipping your specimen to NHC.

Annual Storage Fees are charged yearly, in advance.

Annual Storage Fees are fixed and will be automatically charged to your credit/debit card annually on the anniversary date of this agreement.

PAYMENT AUTHORIZATION FOR PROCESSING, TESTING AND STORAGE FEES:

BILL TO CREDIT/DEBIT CARD

Visa MasterCard Am Ex Discover

Name of Cardholder:

Complete Billing Address:

Card Number:

Expiration Date: _____ Security Code: _____

Authorized Signature:

NOTE: Credit/debit card provided will automatically be charged for Annual Storage Fee.



EXHIBIT 2

INFORMED CONSENT TO INFECTIOUS DISEASE & HIV TESTING AND AUTHORIZATION FOR RELEASE OF SUCH INFORMATION

NHC MAY REQUIRE an infectious disease panel that includes HIV testing in conjunction with the processing of blood, skin, bone marrow and/or adipose samples. The cost of these screening tests is included with the Service Fees (See Exhibit 1).

On behalf of myself/ourselves and/or my/our minor child (the “Child”), I understand that HIV testing maybe required and I have had the opportunity to ask questions about the testing, procedures and risks. I hereby consent to have my or my Child’s blood, skin, bone marrow and/or adipose sample subject to Infectious Disease and HIV testing and allow the test results to be given to NHC, Inc. and my or my Child’s physician. (Specify below).

Or signature of a Parent/Guardian if the child is under the age of 18

Print Full Name (First) (Middle Initial) (Last)

Printed name of Parent/Guardian if the child is under the age of 18

Relation to Child: _____
(Only applicable if signing on behalf of child)

Physician Name:

Physician Address:

EXHIBIT 3

AUTHORIZATION TO COLLECT BLOOD, SKIN BONE MARROW and/or ADIPOSE SAMPLES, AND BANK BLOOD, SKIN BONE MARROW and/or ADIPOSE DERIVED CELLS

The undersigned or my/our minor child (the “Child”) is participating in the collection of a blood and skin sample for the purpose of blood and skin cell banking, a bone marrow sample for the purpose of bone marrow cell banking and/or an adipose/fat sample for the purpose of adipose derived cell banking. The blood, skin biopsy, bone marrow, and/or adipose collection procedures are outlined in NHC’s brochure and by my physician. Bone marrow and adipose collection is a routine procedure and will occur during an already scheduled surgical procedure. I understand that there is a small risk of bruising, occasional lightheadedness, fainting, infection or scarring from the procedure. If there is an infection or other adverse reaction, I/my Child will check with a physician immediately for medical care. I have had the opportunity to ask questions about the procedures and risks.

Patient ID Label Consent is hereby granted by the undersigned to the medical professionals to perform the blood draw, skin biopsy, bone marrow and/or adipose collection.

The undersigned hereby releases and forever discharges NHC, the physician, the hospital and their respective officers, directors, shareholders, employees, agents, representatives, affiliates, successors and **assignees** (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 blood, skin, bone marrow and/or adipose samples. The undersigned acknowledges that, by this release, the undersigned is giving up any right she 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 blood, skin bone marrow and/or adipose samples.

Or signature of a Parent/Guardian if the child is under the age of 18

Print Full Name (First) (Middle Initial) (Last)

Printed name of Parent/Guardian if the child is under the age of 18

Relation to Child: _____
(Only applicable if signing on behalf of child)

Physician Name:

Name of Practice:

Mandatory - Required for Processing:

Attach Patient ID Label (found inside kit) in box below

Attach Patient ID Label here

Write FedEx Tracking Number in the box below (the tracking number is on the mailing label of the kit).

EXHIBIT 4

Authorization for Use of Protected Health Information

Print Full Name

Phone Number

Date of Birth

Medical Record #

Address

I authorize _____ to disclose my health information specific to the following date or time period: _____

Individual or entity authorized to receive my health information: _____

Purpose for which disclosure is to be made:

Information to be disclosed:

1. To the extent applicable, I understand that my medical record may contain information that is considered sensitive under law. My check mark(s) below indicate(s) that I permit information of this type, if it exists, to be released. I understand that if I do check the box, _____ will release such information about me if it exists.

- HIV/AIDS
- Sexually transmitted diseases
- Mental Health
- Genetic
- Treatment for alcohol and/or drug abuse

6. I understand that my records are protected under the federal privacy laws and regulations and under state laws, and cannot be disclosed without my written consent except as otherwise specifically provided by law.

7. It is my understanding that this authorization will expire in 90 days from the date signed below. I understand that I may revoke this authorization by notifying, in writing, _____. I understand that any previously disclosed information would not be subject to my revocation request.

8. I understand that I may refuse to sign this authorization and that my refusal to sign will not affect my ability to obtain treatment, payment or my eligibility for benefits, unless otherwise described in the space provided here:

This form must be fully complete before signing

Signature of Patient or Patient’s Legal Representative Date

Print Full Name

Print Name of Legal Representative

Relationship to Patient