



Virgin Health Bank

Community Banking Service

Application Pack



VIRGIN HEALTH BANK LIMITED
25-YEAR CORD BLOOD STEM CELL COMMUNITY STORAGE
TERMS AND CONDITIONS FOR UK CUSTOMERS

SECTION 1: INTRODUCTION

This document sets out the terms and conditions of the agreement (the "**Agreement**") between you, as the mother identified in the Informed Consent Form and Medical Health Questionnaire, and Virgin Health Bank Limited, a company incorporated in England with registered number 05359946 with its registered office at The School House, 50 Brook Green, London W6 7RR (also referred to in these Terms and Conditions as "**we**", "**us**" or "**our**") in respect of the storage by us of cord blood stem cells (the "**Services**").

Further details of the Services are set out in the Informed Consent Form.

The Agreement consists of the following:

- Your Informed Consent Form – which you must complete and sign; and
- The Maternal Health Questionnaire
- These Terms and Conditions

You should take the time to read in full and understand all of the above mentioned documents before you sign the Informed Consent Form and Medical Health Questionnaire. You should then sign this document to confirm that you understand and agree to these Terms and Conditions.

Please keep a copy of the Informed Consent Form and Medical Health Questionnaire and these Terms and Conditions in a safe place for your own information, as by signing them you will be entering into a legally binding agreement with us.

SECTION 2: THE COLLECTION KIT

2.1 Once the Agreement has been duly entered into and we have received payment according to the Fee Schedule attached to this document (the "**Fee Schedule**"), we will send you a kit (the "**Collection Kit**") that will contain (amongst other things):

- (i) the equipment necessary for your healthcare professional to collect blood from the placenta and umbilical cord ("**Cord Blood**");
- (ii) the equipment necessary for your healthcare professional to collect the maternal blood sample (the "**Maternal Blood Sample**") in order for us to perform the blood tests detailed in Section 4 below;
- (iii) full instructions and documentation for you and your healthcare professional, indicating what you and your healthcare professional need to do at and after the birth; and
- (iv) the necessary packaging and labelling for you to return the Cord Blood and the Maternal Blood Sample to us.

IMPORTANT: The Collection Kit is only to be used by a trained healthcare professional. The Collection Kit is coded with a unique number specific to you and your child and must not be used in relation to any other birth or for any other purpose.



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2.2 In the unlikely event that you notice any fault with the Collection Kit, or if you damage or lose the Collection Kit or accidentally break the sterile seals on the Collection Kit, **DO NOT USE IT** – notify us immediately and we will advise you how to proceed.

2.3 If the Collection Kit was faulty at the time it was supplied to you we will send you a replacement kit (or part thereof, as appropriate) free of charge. If the Collection Kit or the sterile seals on the Collection Kit are otherwise damaged or lost, then you may be asked to purchase an additional Collection Kit (up to £300), or part thereof, as appropriate, and pay for the delivery of the replacements to you.

SECTION 3: COLLECTION

3.1 The Cord Blood and Maternal Blood Sample must be collected by a trained health care professional recognised and accepted by us as being qualified and suitable to carry out this function, and working under a third party agreement with us that complies with all applicable Human Tissue Authority regulations and directions. For the avoidance of doubt (and notwithstanding the existence of such third party agreement with Virgin Health Bank Limited), such healthcare professional will be chosen and contracted by you and is responsible for collecting the Cord Blood and Maternal Blood Sample. The healthcare professional that you chose and contract with will not be an employee, agent or subcontractor of Virgin Health Bank Limited.

3.2 Your healthcare professional must collect the Cord Blood and Maternal Blood Sample at the time of your child's birth using the Collection Kit **in accordance with the instructions included in the Collection Kit**. You should be aware Cord Blood collections smaller than 35 millilitres in volume (as per clause 7.1(iv)) and Maternal Blood collections smaller than those specified in the instructions may be unsuitable for processing and storage. You must ensure that the details of the collection are recorded and notified to us by the healthcare professional responsible for collecting the Cord Blood and Maternal Blood Sample in accordance with the instructions in the Collection Kit.

3.3 The Collection Kit includes instructions that inform you how to package, label and send the Cord Blood and the Maternal Blood Sample to us once they have been collected by your healthcare professional. **It is very important that these instructions are complied with.** If they are not, either or both of the Cord Blood and Maternal Blood Sample may be unsuitable for processing and testing, or the stem cells extracted from the Cord Blood ("**Cord Blood Stem Cells**") may be otherwise unsuitable for storage.

SECTION 4: BLOOD TESTING

4.1 At any time following collection of the Maternal Blood Sample, we may determine in our absolute discretion that an additional Maternal Blood Sample ("**Additional Maternal Blood Sample**") is required and we may request that you provide an Additional Maternal Blood Sample and send you an additional collection kit that will contain: (i) the equipment necessary for your healthcare professional to collect the Additional Maternal Blood Sample; (ii) full instructions and documentation for you and your healthcare professional in respect of the Additional Maternal Blood Sample; and (iii) the necessary packaging and labelling for you to return the Additional Maternal Blood Sample to us, ("**Additional Collection Kit**"). The Additional Maternal Blood Sample should be collected as soon as possible after you receive the Additional Collection Kit and Sections 2.2, 2.3 and 3 apply (as relevant) to the Additional Collection Kit as if it were the Collection Kit.

4.2 The Maternal Blood Sample and any Additional Maternal Blood Sample (together, "**Maternal Blood Samples**") will be tested by us to determine whether it is suitable for us to accept your Cord Blood Stem



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Cells for cryopreservation and storage. We will not assess or use the results of these maternal blood tests for any other reason or purpose. We will send details of the results of the maternal blood tests to you.

4.3 We will test the Maternal Blood Samples for the presence of the following antibodies as indications of infection: (i) HIV-1 & 2 antibodies, (ii) Hepatitis B surface antigen, (iii) Antibodies to Hepatitis B core antigen, (iv) HCV antibodies (Hepatitis C), (v) Treponemal specific antibody (Syphilis), (vi) CMV (Cytomegalovirus) and (vii) HTLV I & II.

4.4 We reserve the right to test the Maternal Blood Samples for evidence of such other infection(s) as we may consider necessary or desirable to help us determine whether it is suitable for us to accept the Cord Blood Stem Cells for cryopreservation and storage. In particular, should any information you provide us with indicate the need or desirability for us to perform additional blood tests on the Maternal Blood Sample, such as testing for malarial infection, we may additionally undertake such further blood tests.

4.5 **IMPORTANT:** The tests we conduct on the Maternal Blood Samples may reveal that you or your child may be suffering from a disease of which you were previously unaware. This disease might have major consequences on your whole family's lifestyle, and may require that you seek further medical advice from your GP or other healthcare professional.

SECTION 5: PROCESSING AND STORAGE – COMMUNITY BANKING

5.1 We will test a sample of the Cord Blood for signs of contamination and its suitability for processing. Your Cord Blood may be unsuitable for processing if, for example, it shows signs of microbiological contamination. If the Cord Blood is suitable for initial processing, we will use our reasonable efforts to extract Cord Blood Stem Cells from your Cord Blood. We cannot guarantee that we will be able to successfully extract Cord Blood Stem Cells from your Cord Blood as this process is dependant on the volume of the Cord Blood provided, the cell count within the Cord Blood and other factors beyond our control.

5.2 If successfully extracted, Cord Blood Stem Cells will be cryopreserved and initially held in quarantine pending our determination as to whether the Cord Blood Stem Cells are suitable and accepted by us for long term storage on the basis of the results of the Maternal Blood Tests, in accordance with Section 4 above.

5.3 Provided that no circumstance has arisen or information come to our attention which leads us to conclude that your Cord Blood Stem Cells are unsuitable or are otherwise not accepted by us for storage, then following receipt of the results of the Maternal Blood Tests, we will release your Cord Blood Stem Cells from quarantine into long term storage at our facilities on the following basis:

(i) **PRIVATE BANKING** - the Cord Blood Stem Cells extracted from the first 5ml of reduced volume Cord Blood provided by you (your "**Stored Cells**") will be released into long term storage for the period of twenty-five (25) years from the date on which we first cryogenically store the Cord Blood Stem Cells (the "**Storage Period**") subject to these Terms and Conditions and we will send you written certification of the extraction and storage of your Stored Cells. Your Stored Cells shall remain the property of you and your child (subject to these Terms and Conditions). Once accepted into long term storage, and subject to these Terms and Conditions, we will store your Stored Cells for the Storage Period in accordance with all applicable laws and regulations.

(ii) **COMMUNITY BANKING** - all Cord Blood Stem Cells (if any) which are successfully extracted from the Cord Blood other than your Stored Cells (together with all residual plasma, cells, blood and tissue (if any) derived from the Cord Blood) are referred to in these Terms and Conditions as the "**Community Cells**".



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You agree, on behalf of yourself and your child, that all rights, title and interests in all Community Cells (if any) will pass to Virgin Health Bank Limited and, subject to applicable laws, we shall be entitled to destroy, dispose of, store and/or make use of (in whole or any part) any Community Cells, or supply the same to a third party. In particular, you agree and acknowledge, on behalf of yourself and your child, that Community Cells may be used, and supplied for use, for (a) obtaining scientific or medical information about a living or deceased person which may be relevant to any other person (including a future person) or (b) transplantation, whether by us, by a third party or otherwise.

We undertake not to unlawfully disclose personal information concerning you and your child so as to seek to preserve your anonymity in circumstances where Community Cells may be transferred to a third party.

SECTION 6: STORED CELLS

6.1 Subject to the further provisions of these Terms and Conditions, you will retain effective control over your Stored Cells until your child reaches the age of eighteen (18) years at which time control will pass to your child and we will only accept requests for the release of your Stored Cells if made by (i) you, if your child is under the age of eighteen (18) years when the request is made; or (ii) your child, if he or she has reached the age of eighteen (18) years when the request is made.

6.2 We will release your Stored Cells upon a written request jointly signed by you (or your child if over eighteen (18) years) and the healthcare professional who will be responsible for receipt of your Stored Cells at the establishment to which they are to be so released (for example, the hospital intending to use such cells for treatment). All such written requests must be made using the form prescribed by us at the relevant time (a "**Release Form**"). We will provide you with a Release Form, for completion by you and the relevant healthcare professional, upon your request.

6.3 The Release Form may, amongst other matters, require that you and the relevant healthcare professional provide details of the establishment to which your Stored Cells are to be released and confirm that such establishment is located within the United Kingdom and is authorised to receive your Stored Cells in accordance with all applicable laws and regulations. If you wish your Stored Cells to be delivered to an address outside the United Kingdom, you must discuss this with us. **We reserve the right to refuse to release your Stored Cells outside the United Kingdom if, amongst other matters, we believe that the delivery of your Stored Cells to such address may breach any applicable regulation or law.**

6.4 You shall be responsible for arranging the collection of your Stored Cells from our storage facilities and the transport thereof to the establishment to which they are to be released. We shall not be obliged to release your Stored Cells unless we are satisfied that the establishment and the collection and transportation arrangements which you propose are compliant with applicable laws and regulations. If you so request, we may assist you in arranging such collection and transportation.

6.5 Subject to the above provisions, we will use reasonable efforts to release your Stored Cells on any requested date but you must give us reasonable notice of such proposed release in advance of such date. You acknowledge and agree that we will not be responsible for any delay in the release of your Stored Cells beyond our reasonable control.

6.6 The person who receives your Stored Cells at the establishment to which they are released may be required by us, as a condition of such release, to sign an acknowledgement of receipt to confirm that your Stored Cells have been received at the named address in good order.



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6.7 You will be solely responsible for your Stored Cells once they leave our storage facility. You accept that we will no longer be responsible for your Stored Cells after this point. The process of removing your Stored Cells from storage and the transportation of your Stored Cells thereafter may damage such Cord Blood Stem Cells. While we will use our reasonable endeavours to prevent the damage of your Stored Cells when removing them from our storage facility, you accept the risk of damage to your Stored Cells in removing them from storage and their transportation.

SECTION 7: UNSUITABLE CORD BLOOD UNIT AND LOW VOLUME CORD BLOOD UNIT

7.1 If:

- (i) Information provided by you to us (including in the Medical Health Questionnaire) is false or misleading or leads us to believe that it would not be suitable for us to process your Cord Blood or extract, cryopreserve and store Cord Blood Stem Cells; or
- (ii) you (and/or, as applicable, the relevant healthcare professional responsible for the collection of your Cord Blood or Maternal Blood Samples) fail to comply with our requirements as set out under the Agreement and/or any of the instructions set out in the information comprised in either of the collection kits (including, without limitation, any failure by you or your healthcare professional to return to us any Cord Blood, Maternal Blood Samples, report or other documentation in accordance with the instructions given in such kits); or
- (iii) any of the Cord Blood or maternal blood tests indicate an adverse result, the Cord Blood fails to yield sufficient Cord Blood Stem Cells, or we become aware of any other information which leads us to believe that it would not be suitable for us to process Cord Blood, or extract, cryopreserve and/or store Cord Blood Stem Cells; or
- (iv) the Cord Blood collected is of a volume less than 35 millilitres ("**Low Volume Cord Blood Unit**"),

then your Cord Blood will be "**Unsuitable Cord Blood Unit**" and we may end the Agreement by giving you notice in writing that the Cord Blood and/or Cord Blood Stem Cells are unsuitable or otherwise not accepted by us for storage (or continued storage, if already stored) as the case may be.

7.2 Our determination as to whether or not your Cord Blood is suitable for processing and whether or not Cord Blood Stem Cells are suitable or otherwise accepted by us for cryopreservation and storage (or continued storage, if already stored) shall be final and binding (save in the event of our fraud).

7.3 If we make a determination under Section 7.1 above that the Cord Blood, and/or Cord Blood Stem Cells are Unsuitable Cord Blood Units, then you shall be entitled to a refund of such part of the Processing and Storage Fee as you have paid to us under the Agreement as reflects the outstanding period of the Storage Period during which further Services would otherwise have been provided to you. The amount of such refund shall be determined by reference to the costs incurred by us in providing the Services prior to the date of disposal. For clarity you will not be entitled to a refund of the Booking Fee.

SECTION 8: INFORMATION

8.1 **Medical information:** One of our representatives will conduct a health history interview with you (this may have already occurred). Together with these Terms and Conditions and the Informed Consent Form, a



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medical health questionnaire concerning your health history has been sent to you ("**Medical Health Questionnaire**"). The Medical Health Questionnaire will have been completed to the extent that you have previously provided relevant information to our representative. You should review the information set out in the Medical Health Questionnaire and, as necessary, complete, update or amend the information contained within the Medical Health Questionnaire so as to correct any inaccuracies and provide all further relevant information required to complete the Medical Health Questionnaire.

You acknowledge that you have disclosed to us all material facts concerning your health history and that we are relying on the information provided by you to us to assess the suitability of the Cord Blood Stem Cells are suitable for cryopreservation and storage, and you confirm to us that all information you have provided to us (including, without limitation, in the Medical Health Questionnaire and during any interview conducted by us with you) is true, accurate and not misleading

8.2 Personal information: You will be required to provide certain personal information regarding you and your child within the Informed Consent Form and Medical Health Questionnaire to allow us to provide the Services and to comply with regulatory requirements. We reserve the right to require such further personal information regarding you and your child, and your respective ongoing health, as may be necessary to comply with the regulatory requirements in respect of our provision of the Services from time to time.

We will collect, store, use, transfer, disclose and otherwise process your and your child's personal information only in accordance with these Terms and Conditions, the Informed Consent Form, Medical Health Questionnaire and in accordance with the Data Protection Act 1998 (or other applicable law in the United Kingdom). You understand and consent, on behalf of yourself and your child, to the possible transfer of your and your child's personal data (including sensitive personal data) by us to our employees, agents, and subcontractors in countries outside of the United Kingdom and the European Union where a different data protection regime applies for the purposes of using, processing and storing that personal data to fulfil our obligations under the Agreement.

You are responsible for the accuracy and truthfulness of any information provided to us and you certify to us that all such information provided by you is true and correct. You will promptly inform us in writing of any change or other update to any of the personal information previously provided by you to us, including (without limitation) your place of permanent residence.

8.3 Confidentiality: No medical, personal and other information (regardless of how the information is stored or delivered) directly or indirectly disclosed or made available by you or on your behalf to us, or obtained or discovered by us in the course of performing our obligations under the Agreement ("**Confidential Information**") shall be disclosed by us to any person except:

- (i) our employees, agents, advisers, partners, consultants, joint venturers or subcontractors requiring the Confidential Information for the purposes of the Agreement;
- (ii) with your prior written consent; or
- (iii) if we are required to do so by law, regulatory authority or stock exchange, or in connection with legal proceedings relating to the Agreement.

Your Confidential Information shall not be used by us for any purpose other than the performance of our obligations or the exercise of our rights under the Agreement. We shall take all reasonable steps to protect



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the Confidential Information and keep it secure from theft, loss, damage or unauthorised access or alteration.

SECTION 9: OUR FEES

9.1 In entering into the Agreement you agree to pay to us:

- (i) the Booking Fee, which is due on or prior to the dispatch of the Collection Kit to you; and
- (ii) the Processing and Storage Fee, as specified in Part A (non-Planned Payments) or Part B (Planned Payments) of the Fee Schedule when due.

9.2 The Processing and Storage Fee is payable as a single payment in accordance with Part A of the Fee Schedule, unless you have clearly and expressly elected to make payment of the Processing and Storage Fee using our Planned Payment option (as indicated in the section headed 'Your Membership Details' in the Informed Consent Form).

9.3 If you have clearly and expressly elected to make payment of the Processing and Storage Fee using our Planned Payment option (as indicated in the section headed 'Your Membership Details' in the Informed Consent Form), then the Processing and Storage Fee will be payable in four instalments in accordance with Part B of the Fee Schedule, the first such instalment being due upon your notification to us of the imminent collection under Section 3 of the Cord Blood to be provided by you. **You should note that the aggregate Processing and Storage Fee payable under the Planned Payment option (as detailed in Part B of the Fee Schedule) is greater than the Processing and Storage Fee detailed in Part A of the Fee Schedule.**

9.4 Payment of the Processing and Storage Fee can be made by you through any authorised method of payment approved by us and provided by you to us without further notification to you or your further approval. We will notify you in writing when payment of the Processing and Storage Fee is due and whether paid by such authorised payment method.

9.5 If payment is not successfully made by an authorised payment method approved by us in accordance with this Section 9 we will write to you requesting that such payment be made. If you fail to make any payment due to us under the Agreement within thirty (30) days of the date on which we ask for you to make such payment, we can charge interest on the outstanding sum on a day-to-day basis at an annual rate of three per cent (3%) above the Barclay's Bank base rate at that time until the outstanding sum is paid to us in full in cleared funds.

9.6 If you fail to make any payment due to us under the Agreement within sixty (60) days of us asking for such payment to be made, we reserve the right to terminate the Agreement pursuant to Section 10.2(c) below, in which case your Stored Cells and Cord Blood shall become our property and be deemed to be Community Cells (as defined in Section 5.3(ii) above) for all purposes of these Terms and Conditions.

9.7 **IMPORTANT:** Please note that your payment of the Processing and Storage Fee does not guarantee that the Cord Blood Stem Cells will be successfully processed or accepted for long term storage.

SECTION 10: DURATION AND TERMINATION



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10.1 Duration of the Agreement: The Agreement begins on the day you sign the Informed Consent Form and Medical Health Questionnaire and these Terms and Conditions and, subject to earlier cancellation or termination of the Agreement under this Section 10 or Section 7, ends at the end of the Storage Period.

10.2 Ending the Agreement:

- (a) *Your right to cancel within 7 working days-* You have the right to change your mind about entering into the Agreement and to cancel the Agreement at any time up to seven (7) working days after the day you sign the Agreement, however you will lose this right if you require us to commence providing the Services to you prior to the end of this seven (7) working day period. If you do want to cancel the Agreement, you must give us notice in writing cancelling the Agreement prior to the end of such seven (7) working day period, in which event our obligation to provide the Services will cease and you shall cease to be obliged to make payment of the Booking Fee and the Processing and Storage Fee, save that: (i) if we have dispatched the Collection Kit to you prior to our receipt of your notice cancelling the Agreement, the Booking Fee shall continue to be payable by you in accordance with the Agreement (and shall be non-refundable if paid); and (ii) if we have commenced (or completed) testing or processing of your Cord Blood or Maternal Blood Sample prior to our receipt of your notice cancelling the Agreement, the Processing and Storage Fee shall continue to be payable by you in accordance with the Agreement (and shall be non-refundable if paid).
- (b) *Your right to terminate-* You may terminate the Agreement due to a serious breach by us of our obligations under the Agreement, which (if capable of remedy) we have not remedied within thirty (30) days of receiving notice in writing from you requiring us to remedy that breach. If you terminate the Agreement under this provision, we shall provide you with a refund of such part of the Processing and Storage Fee as you have paid to us under the Agreement as reflects the outstanding period of the Storage Period during which further Services would otherwise have been provided to you. The amount of such refund shall be determined by reference to the costs incurred by us in providing the Services prior to such date. For clarity, you will not be entitled to a refund of the Booking Fee.
- (c) *Our right to terminate-* We can terminate the Agreement:
- (i) in accordance with Section 7;
 - (ii) if you fail to make any payment due to us under the Agreement within sixty (60) days of us asking for such payment to be made in accordance with Section 9.6 above; or
 - (iii) if you are otherwise in breach of the Agreement which breach (if capable of remedy) you have not remedied within thirty (30) days of receiving notice in writing from us requiring you to remedy that breach.
- (d) *Mutual termination rights-* Either you or us can terminate the Agreement at any time by giving not less than sixty (60) days' notice in writing to the other. If we terminate the Agreement under this provision, we shall provide you with a refund of such part of the Processing and Storage Fee as you have paid to us under the Agreement as reflects the outstanding period of the Storage Period during which further Services would otherwise have been provided to you. The amount of such refund shall be determined by reference to the costs incurred by us in providing the Services prior to such date. If you terminate the Agreement in accordance with this provision, you shall not be entitled to any



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refund of any fees paid to us under the Agreement (other than, in our sole discretion, if we offer you a refund).

10.3 Consequences of ending the Agreement: If the Agreement ends for any reason, you will not be entitled to receive a refund of any fee you have paid to us under the Agreement, except where:

- (i) you have terminated the Agreement in circumstances where Section 10.2(b) above applies; or
- (ii) we terminate the Agreement in circumstances where Section 10.2(d) above applies; or
- (iii) we terminate the Agreement in circumstances where Section 7.1 above applies; or
- (iv) we (in our sole discretion) otherwise offer you a refund.

If you would like details of our current refunds policy please contact us for further information. Please note that application of our refunds policy shall at all times be subject to our sole discretion and that our refunds policy may change from time to time.

10.4 Where the Agreement is due to terminate at the end of the Storage Period, then prior to the end of the Storage Period, we will write to you at your last known address, or (if applicable) to the address of the third party nominated by you under the provision for notices in Section 11.5, for your instructions as to what you want us to do with your Stored Cells (if any) in accordance with Section 10.5 below.

10.5 As soon as possible prior to the end of the Agreement (other than where the Agreement has been terminated by us under Section 7, Section 9.6, and/or Section 10.2(c) above), and in any event no later than sixty (60) days after the end of the Agreement, you must provide to us your written instruction either: (i) instructing us to release your Stored Cells (in which event the provisions of Section 6 concerning the release of Stored Cells shall apply); (ii) instructing us to reclassify your Stored Cells to be Community Cells (as defined in Section 5.3(ii) above); (iii) instructing us to destroy your Stored Cells (if any) or (iv) asking us to renew the storage of your Stored Cells for a further storage period (subject to the following provisions). There is no obligation on us to renew the storage of your Stored Cells at the expiry of the Storage Period. If we do agree to renew the storage of your Stored Cells at the expiry of the Storage Period, an additional Fee will be payable by you in respect of the new storage period. This will be calculated on the basis of our standard Processing and Storage Fee as at the date of the expiry of the Storage Period, and all matters relating to the storage of your Stored Cells for the new storage period will be subject to the terms, conditions and limitations set out in our terms and conditions at the commencement date of the new storage period (which you should read and understand before agreeing to such new storage period). If you do not notify us of your instructions then Section 10.10 shall apply.

10.6 If we terminate the Agreement as a result of us ceasing to trade for any reason, we will use reasonable endeavours to identify and notify you of a suitable alternative storage facility for your Stored Cells (if any) for the remainder of the relevant Storage Period.

10.7 The Informed Consent Form and Medical Health Questionnaire and the following provisions of these Terms and Conditions shall continue in full force and effect notwithstanding the termination of the Agreement: Section 5 (Processing and Storage), Section 7 (Unsuitable Blood Cord Unit and Low Volume Cord Blood Unit), Section 8 (Information), Section 10 (Duration and Termination) and Section 11 (Miscellaneous).



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10.8 Subject to Section 10.3 (Consequences of ending the Agreement), in the event that you have agreed to pay the Processing and Storage Fee using our planned payment arrangements detailed in Part B of the Fee Schedule, if the Agreement is terminated on or subsequent to the First Payment Date you shall nevertheless remain liable to pay the second, third and fourth instalments of the Processing and Storage Fee on the dates set out in Part B of the Fee Schedule and the provisions of Section 9 (Fees) shall continue to apply in respect of such payments.

10.9 Save as expressly set out in these Terms and Conditions, the termination of the Agreement shall not release either party from any liability in respect of any warranty, representation, action or failure to perform any obligation under the Agreement in each case in respect of the period prior to such termination (including, without limitation, any obligation to make payment which is due and outstanding as at the date of termination).

10.10 **Unclaimed Cells and Blood:** In the event that:

- (i) the Agreement has been terminated by us under Section 10.2(c) above; or
- (ii) the Agreement is otherwise terminated and you fail to provide us with your written instruction in accordance with Section 10.6 above (or you instruct us to release your Stored Cells but fail to comply with the requirements of Section 6 concerning the release of Stored Cells within the sixty (60) days after the end of the Agreement (or such longer period as we (in our sole discretion) may determine)),

then, all rights in your Stored Cells and all Cord Blood, Maternal Blood Sample and Cord Blood Stem Cells (as the case may be) (together with all residual plasma, cells, blood and tissue (if any) derived from the relevant Cord Blood) will pass to us (to the extent not otherwise owned by us pursuant to Sections 5 or 7 above) and shall thereafter be deemed to be Community Cells (as defined in Section 5.3(ii) above) for all purposes of these Terms and Conditions.

SECTION 11: MISCELLANEOUS

11.1 Enforcement of the Agreement

The only people who can enforce rights under the Agreement are you and us and any person to whom the rights of such people under the Agreement are validly assigned or transferred.

If your child's second legal guardian (the "**Second Legal Guardian**") has signed the Agreement, then your rights under the Agreement shall accrue to and be enforceable by the Second Legal Guardian in the event of your death or permanent incapacity. In the event that (having used reasonable endeavours) we have been unable to make contact with you using the contact details as notified by you to us in the Informed Consent Form and Medical Health Questionnaire you agree that we may take instructions from the Second Legal Guardian on your behalf.

If you die and your child has not yet reached the age of eighteen (18) years, then your rights under the Agreement may be enforced by the Second Legal Guardian (if they are a party to the Agreement) or any person who has or is granted parental responsibility in respect of your child.

If your child dies before reaching the age of eighteen (18) years, your rights under the Agreement will continue to subsist and remain vested in you. If your child dies after reaching the age of eighteen (18) years and taking control of the Cord Blood Stem Cells under Section 6, your child's rights under the Agreement will



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pass to the executors of your child's estate to distribute in accordance with your child's will or to your child's next-of-kin under the then applicable statutory rules of intestacy (as applicable).

11.2 Our liability to you

We warrant that the Services to be provided by us under the Agreement will be provided with reasonable care and skill. However:

- (i) the effectiveness and success of using stem cells for specific therapeutic treatments depends on the circumstances of each individual case; we cannot guarantee the effectiveness and success of using Cord Blood Stem Cells for any therapeutic treatments or any other purpose;
- (ii) the tests we carry out on receipt of Cord Blood Stem Cells cannot be exhaustive and we cannot guarantee that Cord Blood Stem Cells are not contaminated;
- (iii) even if Cord Blood Stem Cells are successfully stored and are generally capable of use in certain therapeutic treatments, the success of particular treatments cannot be guaranteed; and
- (iv) the Services we offer may not comply with laws and regulations applicable outside the United Kingdom and that consequently we accept no liability or obligation to any person under any law or regulation applicable in any jurisdiction other than the United Kingdom.

Given the nature of the Services to be provided and in the light of conditions (i), (ii) and (iii) above, we do not accept liability for any loss or damage arising from:

- (a) any failure of Cord Blood Stem Cells to treat any particular medical condition or provide any therapeutic benefit;
- (b) the acts or defaults of any person other than us or our employees, agents or subcontractors in the handling of Cord Blood and/or Cord Blood Stem Cells;
- (c) the acts or defaults of the hospital and/or healthcare professional(s) (who, for the avoidance of doubt, will not be our employees, agents or subcontractors) in the procurement, collection, handling and therapeutic use of the Maternal Blood Sample, Cord Blood and/or Cord Blood Stem Cells; or
- (d) any loss of, damage to or deterioration in Cord Blood and/or Cord Blood Stem Cells during transit from you to us or from us to you or any third party or once we cease to store Cord Blood Stem Cells at our storage facilities,

nor (provided that we have processed the Cord Blood and, if accepted by us into long term storage, have stored your Stored Cells in accordance with (i) the Agreement and (ii) all applicable laws) do we accept any liability for any loss or damage arising from any loss of, damage to or deterioration in the Cord Blood and/or Cord Blood Stem Cells other than loss or damage caused by failures or deficiencies in our processing and/or storage method.

We are not in any way liable for any inability on our part to perform our obligations under the Agreement due to the failure of any power supply or due to any other circumstances beyond our reasonable control (including, but not limited to, any strike, industrial action, war, terrorism, fire, act of God, changes in legislation or prohibition or enactment of any kind) or for any loss or damage arising from any such inability.



VIRGIN HEALTH BANK LIMITED
25-YEAR CORD BLOOD STEM CELL COMMUNITY STORAGE
TERMS AND CONDITIONS FOR UK CUSTOMERS

Nothing in the Agreement shall exclude or in any way limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation. Except as provided in the immediately preceding sentence, we shall not under any circumstances be liable in contract, tort, statute or otherwise for any economic loss (including, but not limited to, any increased costs or expenses or loss of profit, business, contracts, revenues or anticipated savings) or any indirect or consequential loss howsoever arising which may be suffered by you.

Except as expressly set out in the Agreement, all conditions and warranties, express or implied, as to the provision of the Services by us are hereby excluded to the fullest extent permitted by law.

If, notwithstanding any of the above exclusions and limitations of liability in the Agreement, we are found liable for any loss or damage suffered by you, then our maximum liability to you shall be limited to the total aggregate amount of all fees paid by you to us under the Agreement at the date such liability is established.

The benefit of the exclusions and limitations of liability in the Agreement shall also apply to our directors, employees, agents, sub-contractors and other representatives.

11.3 Variation of the Agreement

If: (i) it is necessary to do so because of any changes in regulation, legislation, industry codes of practice or advice or guidelines from the United Kingdom Department of Health, the Human Tissue Authority or other applicable body; or (ii) any rules, regulations or other valid business reasons which make it necessary for us to change the way we operate or the fees we charge for the provision of the Services, we reserve the right to make consequent and corresponding changes to the Agreement at any time by giving not less than thirty (30) days' notice to you of any such change(s). Where such a change is made in consequence of a valid business reason we shall take all reasonable measures to ensure that such change does not result in a materially detrimental change to the overall quality of the Services or the amount of the Booking Fee and Processing and Storage Fee, each as detailed in the Fee Schedule.

If any provision of the Agreement is declared to be void or unenforceable by any judicial or administrative authority in any jurisdiction in which the Agreement is effective, that provision will be deemed to be severable. This clause has no effect if the severance alters the basic nature of the Agreement or is contrary to public policy.

Save as provided in this Section 11.3, no variation or amendment to the terms of the Agreement shall be binding on either party unless expressly agreed in writing by such party.

11.4 Assignment and subcontracting

We can assign the Agreement to any person, firm or company, provided that we reasonably and honestly believe that such assignment will not result in a materially detrimental change to the overall quality of the Services. We will give you notice of any such assignment. We may subcontract any or all of our obligations under the Agreement (including, without limitation, any obligation concerning the testing, processing and storage of tissues and/or cells).



**VIRGIN HEALTH BANK LIMITED
25-YEAR CORD BLOOD STEM CELL COMMUNITY STORAGE
TERMS AND CONDITIONS FOR UK CUSTOMERS**

11.5 Notices

If you need to send us any notices or communications under the Agreement, you must send them in writing by email, first class or registered post or recorded delivery using our contact details as set out below, or any alternative contact details that we may notify to you from time to time:

Virgin Health Bank Customer Support Centre
250 Gunnersbury Avenue
London W4 5QB

Tel: 0845 620 9663
Email: enquiries@virginhealthbank.com

If we need to send you any notices or communications under the Agreement we will send them in writing by email, first class or registered post or recorded delivery to your contact details as notified by you to us in the Informed Consent Form. If you change your address, telephone number or email address from those notified by you to us in the Informed Consent Form at any time, it is very important that you notify us of your new contact details as soon as possible.

You may nominate any third party to receive notices and communications under and/or in connection with the Agreement from us on your behalf if we are ever unable to contact you. Any such nomination must include the third party's written consent for us to use his/her personal information for such purposes. Any notice served on this third party by us is deemed to have been served on you and you will be deemed, once any such notice has been served on such third party, to have received and become aware of the contents and subject matter of such notice as if it had been served on you personally.

11.6 Law and disputes

These Terms and Conditions and the Agreement are governed by the law of England and Wales. You agree that any disputes between you and us under or in connection with the Agreement shall be heard in the English courts. However, if you live in a country outside of England, this shall not affect any rights we may have to take action in the courts of your home country.



**VIRGIN HEALTH BANK LIMITED
25-YEAR CORD BLOOD STEM CELL COMMUNITY STORAGE
TERMS AND CONDITIONS FOR UK CUSTOMERS**

SECTION 12: SIGNATURES

I/We understand that the provision of Services by Virgin Health Bank Limited is subject to the terms, conditions and limitations set out in the Agreement which I/We have read in full and understood and to which I/We agree.

Mother's signature

**Mother's full name
(Please print)**

Date

**Second Legal Guardian's
signature
(if details have been
provided)**

**Second Legal Guardian's
full name (Please print)**

Date

Authorised by the Human Tissue Authority. Licence number 22514
Registered office: Virgin Health Bank Limited, The School House, 50 Brook Green, London W6 7RR
Registered in England. Registered number: 05359946
VAT registration number: 858 3748 73



VIRGIN HEALTH BANK LIMITED
25-YEAR CORD BLOOD STEM CELL COMMUNITY STORAGE
TERMS AND CONDITIONS FOR UK CUSTOMERS

FEE SCHEDULE (all prices include VAT as applicable)

Booking Fee

- To include:
- Collection Kit and delivery
 - Account set up and booking fee

Single instalment of £300

Subject to your right to cancel the Agreement within 7 working days as set out in Section 10, the Booking Fee is non-refundable.

Processing and Storage Fee: Part A – non planned payments

- To include:
- Transportation of Cord Blood by courier to our laboratory
 - All Maternal Blood Tests
 - Processing, cryopreservation and storage of Cord Blood Stem Cells

Single instalment of £895

The Processing and Storage Fee is payable on receipt by us of your Cord Blood. We will notify you when such payment is due and whether such payment has been paid pursuant to an authorised payment method.

Processing and Storage Fee: Part B – planned payments

- To include:
- Transportation of Cord Blood by courier to our laboratory
 - All Maternal Blood Tests
 - Processing, cryopreservation and storage of Cord Blood Stem Cells

First instalment of £395

The first instalment of the Processing and Storage Fee is payable upon your notification to us of the imminent collection under Section 3 of your Cord Blood (such due date being the “**First Payment Date**”). We will notify you when such payment is due and whether such payment has been paid pursuant to an authorised payment method.

Second instalment of £200

The second instalment of the Processing and Storage Fee is due 3 months after the First Payment Date.

Third instalment of £200

The third instalment of the Processing and Storage Fee is due 6 months after the First Payment Date.

Fourth instalment of £200

The fourth instalment of the Processing and Storage Fee is due 9 months after the First Payment Date.

General

- Please note that healthcare professionals, hospitals and/or persons engaged by you in connection with the collection of the Cord Blood, the Maternal Blood Sample and the undertaking of a medical examination of you and a review of your health history may charge you a fee for such services in addition to the fees payable by you to us under the Agreement. These additional fees are your responsibility.
- Where courier collection of the Cord Blood and Maternal Blood Sample is not within the UK mainland the Processing and Storage Fee may be increased. Please notify us at the earliest opportunity if you will require collection to be made from outside the UK mainland in order that we may discuss such arrangements with you.



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YOUR MEMBERSHIP DETAILS:

Please review the details below. If any information is incomplete or incorrect, please change it in ball point pen using capital letters.

Mother's details:

Title	
First name	
Last name	
Date of birth	
Due date	
Number of babies expected	
Address	
Telephone	
Alternative telephone number	
Email	
Alternative email	

Your baby's Second Legal Guardian's details:

If you have not provided details of your baby's Second Legal Guardian, this section will be left blank.

Title	
First name	
Last name	
Address	
Telephone	
Alternative telephone number	



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Your payment details (please tick one option):

We choose to pay the Processing and Storage Fee in a single instalment (as per Terms and Conditions, Fee Schedule, Part A)

We choose to pay the Processing and Storage Fee using the payment plan (as per Terms and Conditions, Fee Schedule, Part B)

SECTION 1: INTRODUCTION

Please complete this Form, as together with the Terms and Conditions, it comprises the agreement (the "**Agreement**") between you, as the mother identified in Your Membership Details above, and Virgin Health Bank Limited, a company incorporated in England with registered number 05359946 with its registered office at The School House, 50 Brook Green, London W6 7RR (also referred to in this Form as "**we**", "**us**" or "**our**") in respect of the storage by us of cord blood stem cells (the "**Services**").

Further details of the Services are set out below.

The Agreement consists of the following:

- This UK Informed Consent Form; and
- The Maternal Health Questionnaire; and
- The Terms and Conditions.

You will need to complete and sign two copies of each of the above mentioned documents returning one copy to us and retaining one copy for your own records.

Under the terms of the Agreement we will provide the Services to you provided that you comply (when required to do so) with your obligations.

It is important that you take the time to read through the whole of this UK Informed Consent Form together with the Terms and Conditions so as to understand your rights and obligations before signing the signature sheets on this Form and the Terms and Conditions. By signing these documents you agree and acknowledge that you will be entering into a legally binding agreement with us.



25-YEAR CORD BLOOD STEM CELL STORAGE

UK INFORMED CONSENT FORM COMMUNITY BANKING

Nature of the Services

Prior to the execution of the Agreement one of our representatives will have discussed the nature of the Services with you. Summary details of the nature of the Services and related processes are set out in Section 2 of this Form.

If you have any outstanding queries concerning the nature of the Services please contact us. Further information concerning cord blood stem cells is also available from our website: www.virginhealthbank.com.

SECTION 2: INFORMED CONSENT

Nature of the Services

In signing this Form you confirm that one of our representatives has discussed the nature of the Services and the processes relating thereto with you in an open manner so as to allow you the opportunity to ask questions and seek clarification.

In particular, you confirm on behalf of yourself and your child that you have been informed of the following matters and at the present time there are no matters in relation to which you have any further questions or seek further clarification:

- the potential benefits of stem cells in future medical treatments, but that:
 - a decision not to cryopreserve and store stem cells extracted from blood from your child's umbilical cord ("**Cord Blood**") will not of itself adversely damage your health or the health of your child; and
 - the cryopreservation and storage of stem cells extracted from Cord Blood does not guarantee that they will be of future medical benefit and that the effectiveness and success of using such stem cells for specific therapeutic treatments will depend on developments in medical technology and individual circumstances;
- the nature of the procurement process by which the Cord Blood and Maternal Blood Samples are collected. In particular, you have been informed:
 - that the Cord Blood and a maternal blood sample will need to be collected by a healthcare professional at the time of the birth;
 - that an additional maternal blood sample may need to be collected by a healthcare professional subsequently;
 - of the risks to the health of the mother and the child that may arise due to the collection of the Cord Blood and Maternal Blood Samples;



25-YEAR CORD BLOOD STEM CELL STORAGE

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- that, in particular, the collection of the Maternal Blood Samples may cause you some pain and discomfort;
- that we are not responsible for the collection of the Cord Blood and Maternal Blood Samples and that it is your responsibility to liaise with the hospital at which you propose to give birth to arrange for the collection of the Cord Blood and Maternal Blood Samples by a trained healthcare professional recognised and accepted by Virgin Health Bank Limited as being qualified and suitable to carry out this function, and working under a valid third party agreement with Virgin Health Bank Limited that complies with all applicable Human Tissue Authority regulations and directions;
- that the healthcare professional who collects the Cord Blood and Maternal Blood Samples will be required to complete a collection report relating to the collection processes (the "**Collection Report**"); and
- that once collected, it is your responsibility to arrange for the prompt delivery to the storage facility of the Cord Blood and Maternal Blood Samples, together with completed Collection Report, in accordance with the instructions provided as part of the Collection Kit;
- the nature of the processing and testing of the Cord Blood and Maternal Blood Samples provided by you. In particular, you have been informed:
 - that the Maternal Blood Samples will be subject to microbiological and analytical tests for disease and other infections, including human immunodeficiency virus (HIV 1 and HIV 2), hepatitis B and C, human T-cell lymphotropic virus (HTLV 1 and HTLV 2) Cytomegalovirus (CMV) and syphilis (including a brief explanation of such infections);
 - that the results of such tests may reveal diseases or other infections affecting your health and/or the health of your child of which you may not be presently aware and that discovery of such disease or infection may be distressing for you and your child and may indicate that you and/or your child should seek further medical advice and treatment;
 - that Cord Blood is subject to processing to extract stem cells from it and that it is these cells which may be cryopreserved and stored; and
 - that it may not be possible to undertake the relevant analytical tests and/or successful processing if, for example, an insufficient quantity of the relevant blood sample is provided;
- of the nature of the cryopreservation treatment and the manner of storage of stem cells extracted from your Cord Blood;



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- that we may refuse to accept stem cells into storage if our criteria for storage are not met. In particular, you have been informed that, amongst other matters, the following may result in our storage criteria not being met:
 - adverse blood test results or an inability to undertake such blood tests;
 - unsuccessful processing resulting in insufficient stem cells being extracted from the Cord Blood;
 - a failure to return the Collection Report completed by the healthcare professional responsible for collecting the Cord Blood and Maternal Blood Samples;
 - a failure by you to sign and return this Form and the Terms and Conditions;
- that we will require you to enter into the Agreement and that, amongst other matters, under the terms of the Agreement:
 - only those stem cells extracted from the first 5ml of reduced Cord Blood will remain your property ("**Stored Cells**"), and all further stem cells, blood, plasma, cells or tissue (if any) derived from your Cord Blood will be our property;
 - in the event that our storage criteria are not met, all blood samples and stem cells extracted from the Cord Blood will become our property;
 - in the event that the Agreement is terminated by us in consequence of your breach then your Stored Cells will become our property; and
 - at the end of the 25-year storage period for your Stored Cells, your Stored Cells will become our property unless you provide to us your written instruction to either: (i) release your Stored Cells or (ii) to destroy your Stored Cells, in each case in accordance with the Terms and Conditions;
- that where blood samples and stem cells become our property, we may: dispose of, store and/or make use of (in whole or any part) such blood samples and stem cells, or supply the same to a third party. In particular, you have been informed that such blood samples and stem cells may be supplied to a third party to be used for obtaining scientific or medical information about a living or deceased person which may be relevant to any other person (including a future person) or transplantation;
- you have understood that DNA or other genetic analysis (including HLA typing) may be undertaken in respect of blood samples provided by you or the stem cells, plasma, cells or tissue derived there from;



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- that we will not unlawfully disclose personal information concerning you and your child so as to preserve your anonymity in circumstances where blood samples or stem cells which become our property may be transferred to a third party;
- you have a right to withdraw your consent, at any time, to the collection, processing, storage and use of your Maternal Blood Samples, Cord Blood and stem cells (if any) extracted there from and of the likely consequences of the withdrawal of such consent (namely that we will be unable to agree to continue to provide the Services to you and your child); and
- you have been informed that should you require counselling services in connection with the Services provided by us to you, including in particular the results of any blood test performed on the Maternal Blood Samples provided by you, we are available to assist you by directing you to appropriate counselling services.

Informed consent

You confirm that you have received and understood sufficient information to give your informed consent and that on behalf of yourself and your child, you consent to the collection, processing, testing, storage and use of your maternal blood, the Cord Blood and any stem cells (and any other cells, plasma, cells or tissue derived from such cord blood) as summarised above in this Section 2, including (without limitation) the use of the same for (i) obtaining scientific or medical information about a living or deceased person which may be relevant to any other person (including a future person); and (ii) transplantation.

You further confirm that such consent is freely given, without coercion or threat from any person.

Personal data

You confirm that one of our representatives has explained to you that in connection with the Services, we may acquire personal data concerning you and your child including information concerning your identity, such as name, address, date of birth, home and work telephone, e-mail address, medical history and the results of the microbiological and analytical tests conducted on the blood samples provided by you.

You confirm that one of our representatives has further explained to you that such personal data may be stored, used, transferred, disclosed and otherwise processed in connection with the conduct of our business. In particular, Virgin Health Bank Limited and its service providers and sub-contractors engaged in the processing and storage of blood samples and stem cells are required by law to maintain records identifying you and your child together with personal information such as medical history and the results of analytical and microbiological testing, and we reserve the right to require such further personal information regarding you and your child, and your respective ongoing health, as may be necessary to comply with the regulatory requirements in respect of our provision of the Services from time to time.

You acknowledge that one of our representatives has informed you that you have the right to withhold your consent to the processing, transfer and holding of your personal data, however, if you wish to so withhold your consent we will be unable to agree to provide the Services to you and your child and you should not enter into the Agreement.



25-YEAR CORD BLOOD STEM CELL STORAGE

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You further acknowledge that one of our representatives has additionally informed you that you are entitled, on request, to a copy of the personal data held by us concerning you and your child and that a fee may be chargeable for the provision of such information.

You consent, on behalf of yourself and your child, to the transfer between, and the use by, Virgin Health Bank Limited, its agents and employees, and service providers and sub-contractors engaged by Virgin Health Bank Limited in the transportation, processing, testing and storage of blood samples and stem cells and customer services, of personal data (including sensitive personal data) in each case in connection with the provision of Services to you and your child.

You further consent, on behalf of yourself and your child, to the transfer of personal data (including sensitive personal data) to, and the processing of such data by, third parties to the extent that such third party is required by applicable law or regulation to have knowledge of and/or to process such data in connection with its processing, storage and/or use of relevant blood samples and/or stem cells and the provision of such data in an anonymised form would not satisfy such legal or regulatory requirements. You understand and consent, on behalf of yourself and your child, to the possible transfer of personal data (including sensitive personal data) by us to our employees, agents, and subcontractors in countries outside of the United Kingdom and the European Union for the purposes of fulfilling our obligations under the Agreement. Please be aware that the laws in such countries may provide a different level of data protection to the United Kingdom. We will take all steps reasonably necessary to ensure that any personal data transferred is treated securely and in accordance with this Agreement to the extent permitted by law.

SECTION 3: SIGNATURE SHEET

You are advised to read through this UK Informed Consent Form and the Terms and Conditions carefully.

By signing below you agree to accept and be bound by the terms, conditions and limitations set out in this Form and the Terms and Conditions.

Without prejudice or limitation to any other term of the Agreement, by signing below you expressly agree and confirm that:

- You have understood and agree to the terms of the Informed Consent set out in this Form on behalf of yourself and your child. You acknowledge and agree on behalf of yourself and your child that such consent may be relied upon by any person in connection with the procurement, processing, preservation, storage, use or any other matter concerning Cord Blood, cord blood stem cells and Maternal Blood Samples; and
- all information you have provided to us (including, without limitation, in the [Medical Health Questionnaire](#) and during any interview conducted by us with you) is true, accurate and not misleading and that you have disclosed to us all material facts concerning your health history.



25-YEAR CORD BLOOD STEM CELL STORAGE

**UK INFORMED CONSENT FORM
COMMUNITY BANKING**

I/We understand, accept and agree to be bound by the terms, conditions and limitations set out in the Virgin Health Bank Limited UK Informed Consent Form and Terms and Conditions

Mother's signature

**Mother's full name
(Please print)**

Date

**Second Legal Guardian's
signature
(if details have been
provided)**

**Second Legal Guardian's
full name
(Please print)**

Date

Authorised by the Human Tissue Authority. Licence number 22514
Registered office: Virgin Health Bank Limited, The School House, 50 Brook Green, London W6 7RR
Registered in England. Registered number: 05359946
VAT registration number: 858 3748 73



**25-YEAR CORD BLOOD STEM CELL STORAGE
MEDICAL HEALTH QUESTIONNAIRE
COMMUNITY BANKING**

SECTION 1- MEDICAL HEALTH QUESTIONNAIRE

This Medical Health Questionnaire sets out our record of the information previously disclosed by you to our representative. Please review the details below. If any information is incomplete or incorrect, please change it in ball point pen using capital letters.

We appreciate that some of these questions are of a personal nature. However, it is a regulatory requirement for us to ask them. As you would expect, your answers will be treated in strictest confidence.

Please complete all questions to the best of your knowledge. If you answer yes to any of the questions, or think you need to tell us any further medical information, please give details on the continuation sheet.

Question	Please tick	
	Yes	No
1. Have you or anyone in your family;		
i. ever received cadaveric growth hormone?	<input type="checkbox"/>	<input type="checkbox"/>
ii. received a dural graft or undergone neurosurgery prior to August 1992?	<input type="checkbox"/>	<input type="checkbox"/>
iii. ever been told that you may be at risk from CJD or a related illness for public health purposes?	<input type="checkbox"/>	<input type="checkbox"/>
iv. a rapid history of progressive dementia or degenerative neurological disease?	<input type="checkbox"/>	<input type="checkbox"/>
v. ever had any bone grafts?	<input type="checkbox"/>	<input type="checkbox"/>
vi. ever received a blood transfusion?	<input type="checkbox"/>	<input type="checkbox"/>
vii. aplastic anaemia, thalassaemia, Faconi's anaemia, sickle cell anaemia or any other genetic disorder?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you ever been told you should never donate blood?	<input type="checkbox"/>	<input type="checkbox"/>
3. Do you take any regular medication other than over the counter drugs? If yes, please tell us what do you take and for what reason, on the continuation sheet	<input type="checkbox"/>	<input type="checkbox"/>
4. Are you diabetic?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you ever received any human pituitary extracts from outside the UK, or before 1986 in the UK, e.g. growth hormones, fertility treatment, or test injections for hormone imbalance?	<input type="checkbox"/>	<input type="checkbox"/>



**25-YEAR CORD BLOOD STEM CELL STORAGE
MEDICAL HEALTH QUESTIONNAIRE
COMMUNITY BANKING**

6. Have you ever had in the last 12 months a serious infection e.g. tuberculosis, malaria, typhoid fever? If yes, please tell us on the continuation sheet if you currently have or are being treated for the infection?

Yes	No

7. Have you ever lived or stayed overseas outside Western Europe for a period of more than 6 months? If yes, please tell us where, on the continuation sheet

Yes	No

8. Have you ever visited Central America or South America for a continuous period of 4 weeks or more?

Yes	No

9. Were you or your mother born in Central or South America?

Yes	No

10. Have you in the last 12 months had any acupuncture, tattooing, body piercing, botox, injections or cosmetic treatments that involve piercing the skin?

Yes	No

11. Have you ever had hepatitis, jaundice or liver disease? If yes, please tell us on the continuation sheet, what the diagnosis was and when the disease was contracted

Yes	No

12. Have you suffered from any form of cancer?

Yes	No

13. In the last 12 months have you had sex with:

Yes	No
i. anyone who is HIV positive?	
ii. anyone who has hepatitis B or C?	
iii. anyone who has ever been given money or drugs for sex?	
iv. anyone who has ever injected drugs?	
v. anyone who may ever have had sex in parts of the world where AIDS/HIV is very common (this includes most countries in Africa)?	
vi. a man who has ever had sexual relations with another man?	

14. Have you ever injected or been injected with illegal or non-prescribed drugs, including bodybuilding drugs?

Yes	No



**25-YEAR CORD BLOOD STEM CELL STORAGE
MEDICAL HEALTH QUESTIONNAIRE
COMMUNITY BANKING**

Medical health questionnaire: continuation sheet

Question number	Further details



**25-YEAR CORD BLOOD STEM CELL STORAGE
MEDICAL HEALTH QUESTIONNAIRE
COMMUNITY BANKING**

Medical health questionnaire: continuation sheet

Question number	Further details



**25-YEAR CORD BLOOD STEM CELL STORAGE
MEDICAL HEALTH QUESTIONNAIRE
COMMUNITY BANKING**

SECTION 2: SIGNATURE SHEET

You are advised to read through this Medical Health Questionnaire and the agreement and confirmation below carefully.

I/We expressly agree and confirm that all information I/we have provided to Virgin Health Bank Limited in this Medical Questionnaire and during any interview conducted by me/us with Virgin Health Bank Limited is true, accurate and not misleading and that I/we have disclosed to Virgin Health Bank Limited all material facts concerning my/our health history

Mother's signature

**Mother's full name
(Please print)**

Date

Authorised by the Human Tissue Authority. Licence number 22514
Registered office: Virgin Health Bank Limited, The School House, 50 Brook Green, London W6 7RR
Registered in England. Registered number: 05359946
VAT registration number: 858 3748 73