ViaCord
From Revvity

VIACORD SERVICES AGREEMENT **ViaCord VID:_____**

By completing and signing this ViaCord Services Agreement (the "Agreement") with ViaCord, LLC ("ViaCord"), the signatory ("You") agree to be bound by the terms and conditions of this Agreement.

1. DEFINITIONS

The following definitions will be used throughout this Agreement, including the Exhibits:

- **Account Owner(s)** means the person signing this Agreement, or as otherwise provided herein.
- **Account Payor** means the person responsible for payment for the Services.
- **Cell Banking Services** means ViaCord's receipt of the Cord Blood Sample and/or the Cord Tissue Sample, processing of the Cord Blood Sample and/or Cord Tissue Sample, and storage of the Newborn Stem Cells.
- **Child** refers to the person from whom the Cord Samples will be collected for Cell Banking Services.
- **Clients** means, collectively, You, the Gestational Carrier, Legal Guardian, the Child, the Account Owner, the Egg Donor, and the Account Payor.
- **Cord Blood Sample** means the cord blood extracted from the Child's umbilical cord and shipped to ViaCord.
- **Cord Blood Stem Cells** means the stem cells derived from ViaCord's processing of the Cord Blood Sample.
- **Cord Tissue Sample** means the cord tissue collected from the Child's umbilical cord and shipped to ViaCord.
- **Cord Tissue Stem Cells** means the stem cells derived from ViaCord's processing of the Cord Tissue Sample.
- **Cord Samples** means, collectively, the Cord Blood Sample and Cord Tissue Sample.
- **Egg Donor** means the individual (biological mother) providing the egg in instances of surrogacy.
- **Gestational Carrier** means the person giving birth to the Child.
- **Legal Guardian** means the person with legal authority to make binding legal decisions for the Child, including the Child, once the Child reaches the age of majority under applicable law. The Legal Guardian may change, with or without You or ViaCord knowing about the change.
- **Newborn Stem Cells** means, collectively, the Cord Blood Stem Cells and Cord Tissue Stem Cells.
- **Parties** means the Client and ViaCord.
- **Primary Account Owner** means the person so indicated in the signature block of this Agreement, or to whom the Account Owner assigns his or her rights and obligations under this Agreement.

- **Service(s)** means, collectively, the services to be performed by ViaCord as described in the Exhibits to this Agreement.
- **ViaCord** means ViaCord, LLC.

2. AGREEMENT STRUCTURE

This Agreement is made up of these terms and conditions and several exhibits ("Exhibits"). The Exhibits detail the Services offered by ViaCord and forms the Client must complete to receive such Services. If the Client has either (i) purchased a Service and no longer wishes to purchase that Service described in an Exhibit or (ii) does not want to purchase a Service described in an Exhibit, the Client may disregard that Exhibit and should leave any forms contained in that Exhibit blank. The Exhibits include the limitations on the Services and the Clients' rights and responsibilities under this Agreement and with respect to the Services. The Exhibits are:

- Exhibit 1 contains the terms and conditions and related document(s) for Cell Banking Services.
- Exhibit 2 contains information about Testing Services and allows the Legal Guardian to opt in or out of such Testing Services.
- Exhibit 3 contains the terms and conditions for the DNA Guardian service.
- Exhibit 4 contains the terms and conditions for Sequencing Services (as defined therein).

3. CLIENT RESPONSIBILITIES

a. Enrollment

You are responsible for i) having all of the required information in this Agreement completed and ii) for the accuracy of the information you provided. If any information is missing or incorrect, it may delay or prohibit Clients from enjoying the benefits of the Service(s).

b. Payment

The timing and amount of charges depends on the Service(s) purchased and are as indicated at the time of enrollment. ViaCord will automatically charge the credit card on file for the charges indicated when the Client elected the Services to be purchased, and at the additional times and amounts indicated in the Exhibits.

You are the Account Payor, unless you transfer payment obligations to a third-party by contacting ViaCord and having the appropriate forms completed. ViaCord will also accept payments on Your behalf from third-parties.

Unless otherwise indicated in an Exhibit, if the Account Payor fails to make payment for a Service, ViaCord may, at its exclusive election, i) terminate that Service and/or all Service(s), and/or ii) use reasonable efforts to contact other Clients and transfer Account Payor responsibility to another willing Client.

c. **Contact Information**

ViaCord prides itself on building strong relationships with its customers. In order to maintain this relationship, ViaCord communicates with Clients regarding the Service(s), billing notifications, and research and treatment updates by phone, e-mail, or postal service. Additionally, ViaCord would like to communicate with Clients by text message; standard text messaging rates may apply.

☐ Yes! By checking this box, I authorize ViaCord, LLC and its service providers to contact me at the mobile phone number I have provided, or on an updated mobile phone that I provide in the future via phone, and/or text (SMS), using automated dialing technology for service-related, marketing and advertising purposes. Message and data rates may apply.

Clients may opt out of receiving text messages by contacting Customer Service at **800-998-4226**.

It is critical that ViaCord be able to contact Clients, and it is each Client's obligation to keep their contact information current. If there is a change in Client contact information, please contact Customer Service at **800-998-4226**.

d. **Authority**

Each Account Owner may act for both Account Owners. If there is a disagreement between the Account Owners, ***ViaCord will follow the instructions of the Primary Account Owner***, subject to the terms and conditions of this Agreement.

Other than as specifically provided in this Agreement, the Account Owner(s) have sole authority to make decisions on behalf of all Clients about changing the Service(s).

4. TERMINATION OF SERVICE(S)

ViaCord and the Account Owner(s) may terminate each Service as provided in the applicable Exhibit. Termination of one Service will not terminate another Service, except as provided for in the event of non-payment for a Service. This Agreement will terminate when all Service(s) are completed or otherwise terminated.

5. RELEASE; LIMITATION OF LIABILITY; INDEMNIFICATION

ViaCord makes no representations or warranties with respect to the Service(s), except as otherwise provided in an Exhibit (collectively, the "Limited Warranties").

Other than as provided in the Limited Warranties, You, on your own behalf and on behalf of all other Clients, release ViaCord and its officers, directors, employees, agents, affiliates, successors and assigns from any and all other liability for any and all loss, harm, damage or claim of any kind in connection with ViaCord's Service(s).

You understand and agree that You are giving up certain rights that You or other clients might otherwise have, now or in the future, to sue or otherwise seek monetary damages or other relief against ViaCord for any reason relating to the Service(s) other than the rights that You may have under the Limited Warranties, if any.

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL VIACORD BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, THE LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF USE, OR LOSS OF REVENUE OR PROFIT) IN CONNECTION WITH THIS AGREEMENT AND ANY OF THE EXHIBITS HERETO, THE SERVICE(S) PROVIDED OR OTHERWISE, EVEN IF VIACORD IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. OTHER THAN THE QPG (AS DEFINED IN SCHEDULE 2), REVVITY'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE ACCOUNT OWNER TO REVVITY IN THE TWELVE (12) MONTHS PRECEDING THE MATTER GIVING RISE TO LIABILITY.

6. CONFIDENTIALITY OF HEALTH INFORMATION

Appropriate confidentiality will be maintained for all Client records. ViaCord may be required to release, or make available, information regarding certain positive test results, such as HIV, hepatitis C, or other infectious diseases to federal, state, or local government agencies. For additional information regarding ViaCord's Privacy Policy, please visit www.viacord.com/privacy-policy/index.aspx.

7. CHOICE OF LAW; ARBITRATION

a. Choice of Law

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to conflict of laws, rules or principles. This Agreement has been prepared in the English language and the English language shall control its interpretation.

b. Binding Arbitration

YOU AND VIACORD ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT

MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

c. **Arbitration Process; Small Claims; Single Arbitration**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Agreement. The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If Your claim is eligible, You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

You agree to arbitration on an individual basis. In any dispute, **NEITHER YOU NOR VIACORD WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

d. **Severability of Arbitration Provisions**

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

8. ASSIGNMENT

The Primary Account Owner may assign the Primary Account Owner's rights and obligations under this Agreement to the Legal Guardian or the Child, if the Child has reached the age of majority for purpose of contract formation. Any Assignment of the Primary Account Owner's rights and obligations will be effective only if the assignee executes a new ViaCord Service Agreement. If the Primary Account Owner assigns its rights and obligations with respect to this Agreement or Service(s) provided under any Exhibit, this Agreement or the applicable Exhibit, and the Parties' obligations thereunder, shall automatically terminate. Any assignment by Primary Account Owner, other than as provided herein, shall be null and void.

9. FORCE MAJEURE

ViaCord will not be liable for nonperformance of this Agreement or any Service(s), including the loss or destruction of any Cord Samples or Newborn Stem Cells, in the event of a force majeure event which may include without limitation, natural disasters, strikes, acts of God, war, non-temporary power failures, terrorist attacks, epidemics, pandemics, and government regulations.

10. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, contains the entire agreement between the Parties with respect to the Service(s) and supersedes any and all previous agreements and understandings, whether written or oral.

11. SEVERABILITY

The provisions of this Agreement are severable. If any part or portion of this Agreement is determined to be invalid or unenforceable, that provision will be modified so that it is valid and enforceable, and this Agreement will otherwise remain in effect.

VIACORD SERVICES AGREEMENT **ViaCord VID:_____**

By Signing below, You certify that all the information Client has provided in this Agreement, including the Exhibits, is true and correct to the best of Your knowledge, and that You have signed this Agreement freely and voluntarily.

By Signing below, You retain ViaCord to perform the Service(s), subject to the terms and conditions of this Agreement, and You agree to be bound by the terms and conditions of this Agreement.

Accepted and Agreed:

Primary Account Owner:

Signature:

Print Name:

Date:

Exhibit 1

CELL BANKING SERVICES

1. DESCRIPTION

This Exhibit contains the additional terms and conditions and Schedules applicable to Cell Banking Services. The additional terms and conditions in this Exhibit only apply to Cell Banking Services.

2. ADDITIONAL DEFINITIONS

All capitalized terms not otherwise defined in this Exhibit shall have the meanings in the Services Agreement. The following definitions apply to this Exhibit:

- **Collection Kit** means the container provided by ViaCord to You or the Gestational Carrier that holds the materials necessary for collection and transportation of the Samples.
- **Collecting Healthcare Provider** means the healthcare provider expected to deliver the Child.
- **DBS Card** means a dried blood spot card aliquoted from the Cord Blood Sample for use in connection with Release.
- **Health History Questionnaire** means a questionnaire completed by the Gestational Carrier, Egg Donor, and the Child's biological father, if applicable.
- **Maternal Sample** means a blood sample from the Gestational Carrier, drawn at the time the Child is delivered.
- **QPG** means the Quality Product Guarantee.
- **Release** means the process required for distribution of Newborn Stem Cells for research or use by a healthcare provider.
- **Results Letter** means a letter from ViaCord containing the results of tests performed by ViaCord as further described in the ViaCord Services Agreement and its Exhibits.
- **Samples** means the Cord Blood and/or Tissue Samples and Maternal Sample.
- **Transfer** means the process of shipment of Newborn Stem Cells from VPL to a third-party for purposes other than a Release.
- **VPL** means the ViaCord Processing Lab.

3. SCHEDULE LIST

- Schedule 1 – Informed Consent for Collection and Storage
- Schedule 2 – Quality Product Guarantee

4. CLIENTS' RESPONSIBILITIES

The Client's responsibilities include the following:

a. **Enrolling.** The Client must complete the Informed Consent for Collection and Storage (attached as Schedule 1) The Client must complete or facilitate the Gestational Carrier's and if applicable, Egg Donor's completion of the Health History Questionnaire and the Informed Consent to Testing of the Maternal Sample provided by ViaCord. For Cord Samples collected in New York State, where possible, the Child's biological father should also complete a Health History Questionnaire. Generally, for Newborn Stem Cells to be used in treatment, the healthcare provider will need information about the Gestational Carrier and if applicable, Egg Donor. The Health History Questionnaire(s) provides much of the required information.Complete and accurate information is critical to Release and use of Newborn Stem Cells. If You do not provide a completed Health History Questionnaire(s) from the Gestational Carrier and if applicable, Egg Donor, VPL may be unable to Release the Newborn Stem Cells. In addition, if any information provided in the ViaCord Services Agreement or any of the Health History Questionnaire(s) is incomplete or incorrect, it is the Client's responsibility to notify ViaCord and correct that information immediately.

b. **Before Delivery**. In preparation for collection of the Cord Samples:

   i. You or the Gestational Carrier will receive the Collection Kit, and it is Your or her responsibility to keep the Collection Kit in a cool, dry place. ViaCord suggests keeping the Collection Kit with the bag the Gestational Carrier plans to bring to the hospital.

   ii. The Gestational Carrier must inform the Collecting Healthcare Provider of the plan to collect the Cord Samples. If the Collecting Healthcare Provider changes, the Client must inform the new Collecting Healthcare Provider of the plan to collect the Cord Samples and notify ViaCord of the change as soon as possible.

   iii. The Gestational Carrier must bring the Collection Kit to the hospital on the day of delivery.

   iv. The Gestational Carrier must give the Collection Kit to the Collecting Healthcare Provider or other person performing delivery of the Child. The Collection Kit includes instructional materials for the Collecting Healthcare Provider. The Client must inform the Collecting Healthcare Provider or other person performing delivery of the Child that they will need to use the contents of the Collection Kit to collect:

1. cord blood, cord tissue or both.

2. The Maternal Sample.

c. **After Delivery**. After delivery of the Child and collection of the Cord Samples, the Client must:

i. Follow the instructions within the Collection Kit to inspect the cord blood bag, cord tissue container, and the vials of the Maternal Sample for any leaks or other defects.

ii. Contact ViaCord at **1-800-998-4226 within two (2) hours** of collection of the Cord Blood Sample(s) so that ViaCord may arrange for pickup of the Sample(s).

iii. Review the contents of the Collection Kit with ViaCord's Customer Service personnel before sealing the Collection Kit and answer any follow-up questions regarding the Health History Questionnaire(s). This phone call may last approximately ten (10) minutes.

iv. Keep the Collection Kit at room temperature and readily available until the medical courier arrives.

5. DESCRIPTION OF COLLECTION OF THE SAMPLES

Collection of the Cord Sample is non-invasive and should not interfere with delivery or subsequent care of the Child.

Under some circumstances, timely collection of the Cord Sample is impossible due to circumstances of the birth or subsequent treatment of the Child, or care for the Gestational Carrier. Although infrequent, complications may occur at birth, and it may not be possible for the Collecting Healthcare Provider to collect the Cord Sample(s). The health and safety of the Child and Gestational Carrier are of paramount importance, and if any complications occur during birth, the Collecting Healthcare Provider may elect not to collect the Cord Sample(s).

a. Collection Process for Cord Blood Sample

If a Cord Blood Sample is being collected, after the Child is delivered and the cord is clamped, the Collecting Healthcare Provider will clean a four-to-eight-inch area of umbilical cord with antiseptic solution and will insert the blood bag needle into the umbilical cord vein. The Cord Blood Sample flows into the bag by gravity until it stops, after which the collection is complete. The blood bag is to be clamped, knotted, sealed, and labeled. Collection of the Cord Blood Sample typically takes two to four minutes.

b. **Collection Process for Cord Tissue Sample**

If a Cord Tissue Sample is being collected, after the Child is delivered, the Collecting Healthcare Provider will collect as much of the umbilical cord tissue as possible and clean the cord tissue with provided wipes before placing it into the sterile, protective cup.

c. **Collection Process for Maternal Sample**

In addition to the information requested in the Health History Questionnaire(s), use of Newborn Stem Cells requires health information about the Gestational Carrier at the time of birth of the Child. The Collecting Healthcare Provider will therefore collect a blood sample from the Gestational Carrier**.**

d. **Healthcare Provider Compensation**

Neither the Collecting Healthcare Provider nor any other healthcare provider who assists with collection of a Cord Sample is a ViaCord employee or agent, or otherwise legally entitled to bind ViaCord.

ViaCord is not responsible for reimbursing Clients for fees that any healthcare provider may charge the Client for the collection of the Cord Sample(s).

ViaCord may reimburse the Collecting Healthcare Provider for collection of a Cord Sample and Clients may ask their Collecting Healthcare Provider(s) whether ViaCord is reimbursing them for collection of the Cord Sample.

6. VIACORD'S RESPONSIBILITIES

ViaCord's responsibilities are as follows:

a. **Delivery of the Collection Kit**

ViaCord will send the Collection Kit to the Gestational Carrier. The Collection Kit will include all the materials needed for the Collecting Healthcare Provider to collect the Samples, and for shipment of the Samples to VPL. The Collection Kit includes instructional materials for the Collecting Healthcare Provider.

b. **Transportation of the Samples**

ViaCord will arrange for a medical courier to transport the Samples to VPL after the Client's notification of delivery of the Child and the collection of the Samples.

No courier service can guarantee that the Samples will reach VPL without delay, loss, or damage in transit. However, ViaCord works with a transportation service provider that serves industries requiring immediate turn-around time and specializes in handling of sensitive biological

materials, including organs for transplant and blood products. ViaCord's transportation service provider utilizes local couriers and the following methods of transportation to deliver the Samples to VPL as safely and as quickly as possible: private jet fleets, ground transportation, and commercial air carriers.

Neither the courier service nor ViaCord guarantees that the Samples will reach VPL without delay, loss, or damage in transit. **ViaCord makes no warranty about delivery of the Samples to VPL. ViaCord shall not be liable for failure or refusal to process a Sample or bank Newborn Stem Cells due to transportation problems.**

ViaCord does not insure the Samples against risk of loss or damage while they are in transit to VPL or at any time thereafter. If the Client wants to insure the Samples against any risk, the Client must procure such insurance separately at the Client's own financial expense.

c. **Processing the Samples**

When the Samples are delivered to VPL, ViaCord will process the Cord Sample(s) in preparation for long-term storage of the Newborn Stem Cells and eventual Release. This processing is performed to comply with federal, state, and industry requirements, and to maximize the utility of the Newborn Stem Cells if they are ever called for use.

As part of the processing, the Cord Blood Sample will be tested for microbial contamination that may affect a physician's decision to use the Newborn Stem Cells for transplant or other forms of treatment. The Cord Tissue Sample will only be tested if called for Release. Since potential use of the cells is unknown at the time of banking, ViaCord will store all Newborn Stem Cells, regardless of the presence of microbial organisms.

The Maternal Sample will be tested for certain infectious diseases as described in the Informed Consent to Testing of the Maternal Sample. If the Maternal Sample has a positive test result for infectious disease, the Newborn Stem Cells will still be stored, except in situations where the Maternal Sample is confirmed positive for HIV by Nucleic Acid testing. Newborn Stem Cells with a maternal sample positive test result for infectious disease may only be Released with the approval of ViaCord's Medical Director and the treating physician.

ViaCord may choose not to process or store the Cord Sample(s) and/or store the Newborn Stem Cells for any reason, including, but not limited to: low volume or low weight of Newborn Stem Cells, improper collection technique, improper or untimely handling and shipment of the Cord Sample(s), or failure to notify ViaCord for courier service within the two (2) hour period after collection of the Cord Sample(s). ViaCord will contact you if a decision is made not to proceed with processing or storage.

The Client will not be charged if the Cord Sample(s) are not processed or the Newborn Stem Cells are not stored, except that ViaCord may charge for the expense incurred for emergency courier of a Collection Kit. If ViaCord decides not to proceed with the processing of the Cord Sample(s)

or storage of the Newborn Stem Cells for any reason, ViaCord will notify the Client and refund any amounts paid, other than for emergency courier of a Collection Kit.

The Samples will also be tested as provided in Exhibit 2 of the Agreement (Testing Services).

In addition, ViaCord will store a Cord Blood Sample on a DBS Card.

d. **Storage of Newborn Stem Cells**

When the processing of the Cord Sample(s) is complete, the Newborn Stem Cells will be transferred to a cryobag for cryopreservation. The cryobags are then placed in storage at or below -150 degrees Celsius in a freezer that is protected and housed in VPL's severe-weather resistant storage vault. The temperature in the storage freezer is continuously monitored to detect even the smallest change in temperature.

Storage of the Newborn Stem Cells does not guarantee the suitability of the Newborn Stem Cells for any or all types of future use. Release of the Newborn Stem Cells may be prohibited by federal and/or state law due to contamination status, the presence of communicable disease in the Maternal Blood Sample or any other reason. In the event Newborn Stem Cells are available for use, only ViaCord's Medical Director and a qualified physician can decide whether the use of the Newborn Stem Cells outweighs any potential medical risk.

Note: New York Residents Only*. It is a requirement of the New York State Department of Health that the Newborn Stem Cells are frozen within forty-eight (48) hours of collection. If the Newborn Stem Cells are not frozen within forty-eight (48) hours, ViaCord's Medical Director will need to specifically authorize the storage of the Newborn Stem Cells.*

e. **Results Letter**

Once the Newborn Stem Cells have been processed and placed in the storage freezer, ViaCord will send you a Results Letter characterizing the stored Newborn Stem Cells.

The Results Letter will also include results of the testing performed pursuant to Exhibit 2 of the Agreement (Testing Services).

7. RELEASE OF NEWBORN STEM CELLS

ViaCord is required to have an executed Agreement, Health History Questionnaire(s), and Informed Consent of Maternal Blood Sample on file in order to Release Newborn Stem Cells for use in a treatment or clinical trial. In the event that the Newborn Stem Cells are requested for transplant or other treatment (including use in a clinical trial), ViaCord requires authorization and an Informed Consent by the Legal Guardian to release the Newborn Stem Cells, as well as a written request from a physician or researcher qualified to perform a stem cell transplant or

other treatment, or a study pursuant to a FDA or an IRB approved protocol. The Newborn Stem Cells may only be used for the treatment of the Child or a first or second degree blood relative, with some exceptions. ViaCord's Medical Director, along with the treating physician/researcher, are responsible for donor eligibility determination and acceptability of the Newborn Stem Cells in the requested treatment prior to release of the unit, except in situations of Urgent Medical Need/Clinical Need, in which case, the donor eligibility determination may be made after the release of the Newborn Stem Cells. ViaCord will only Release the Newborn Stem Cells in accordance with federal and state regulations. If the Newborn Stem Cells are eligible for transplant or clinical trial, ViaCord will ship the Newborn Stem Cells to the identified facility. The Client is responsible for all shipment costs and any other expenses associated with Release of the Newborn Stem Cells.

8. LIMITED WARRANTY; LIMITATION OF LIABILITY

ViaCord warrants that it will use commercially reasonable efforts to perform the Cell Banking Services as described in this Exhibit. **VIACORD MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. VIACORD'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS AS PROVIDED IN THE QUALITY PRODUCT GUARANTEE (THE "QPG") IN SCHEDULE 2. THESE ARE THE CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.**

Notwithstanding the foregoing, ViaCord warrants the Cell Banking Services as provided in the QPG.

THE CLIENT AGREES THAT, EXCEPT FOR THE POTENTIAL PAYMENT UNDER THE QPG, VIACORD SHALL NOT BE LIABLE FOR ANY BREACH OF ITS OBLIGATIONS OR OTHER ACTS OR OMISSIONS BY ITSELF OR OTHERS, SUCH AS COLLECTING HEALTHCARE PROVIDER, MEDICAL FACILITY, MEDICAL STAFF, AND TRANSPORTERS OF THE NEWBORN STEM CELL SAMPLE.

9. COST AND PAYMENT

ViaCord will charge the Account Payor for Cord Banking Services the amounts agreed at the time of enrollment. The processing fee and the first year's annual storage fee will be charged upon processing of the Newborn Stem Cells. The annual storage fee will be charged annually on the 10th of the month that the Child was born.

ViaCord reserves the right to increase the annual storage fee at any time by providing notice to the Account Owner.

All fees will be charged to the Account Payor's credit card on record or shall be paid by Account Payor by check upon demand.

NOTE: **Florida Residents Only.** In the event that you wish to cancel the Service(s), please contact ViaCord within seven (7) days of receipt of your Collection Kit. ViaCord will process the refund to the credit card on file within thirty (30) days of receiving the notice of cancellation and you thereby agree to return the unused Collection Kit to ViaCord.

10. DECISION-MAKING AUTHORITY FOR THE CELL BANKING SERVICES

a. Ownership of Newborn Stem Cells

Ownership of the Newborn Stem Cells is a legal matter that may be determined in accordance with the laws of various jurisdictions. As a contractual matter, ViaCord and the Clients agree to follow the provisions in this Section. ViaCord shall be entitled to rely on the applicable Client's instructions regarding the disposition of the Newborn Stem Cells under the circumstances provided in this Section.

b. Release of the Newborn Stem Cells

Only the Legal Guardian can call for Release of the Newborn Stem Cells. If the Legal Guardian calls for Release of the Newborn Stem Cells and an Account Owner disagrees with the Legal Guardian's call for Release of the Newborn Stem Cells, ***ViaCord will follow the request of the Legal Guardian***, provided that in case of such dispute the Legal Guardian will be responsible for any costs associated with such Release.

Once the Child reaches the age of majority, ***ViaCord will follow the request of the Child with respect to Release***.

c. Transfer of the Newborn Stem Cells

Only the Account Owner may act for all Clients to Transfer the Newborn Stem Cells to a third-party for continued storage. Only the Legal Guardian, or the Child once the Child reaches the age of majority may act for all Clients to Transfer the Newborn Stem Cells for research purposes.

d. Legal Disputes

In the event of a legal dispute over ownership of the Newborn Stem Cells or the rights to dispose of the Newborn Stem Cells, ViaCord will continue to provide banking services, provided that all payments have been and continue to be made, until such time as ViaCord is presented with a final court order that mandates a change in ownership. At such time, the new owner will be provided an opportunity to sign a new ViaCord Service Agreement or otherwise provide ViaCord with instructions to discontinue banking services.

Absent an undisputed instruction from the Account Owner or Child, as indicated above, or a final court order, ViaCord will continue to store the Newborn Stem Cells as long as banking service fees continue to be paid.

e. **Account Ownership**

Notwithstanding anything else in this Exhibit or the Agreement, i) the Legal Guardian may take over as Account Owner with respect to the Newborn Stem Cells at any time before the Child reaches the age of majority by executing a new ViaCord Services Agreement, and ii) the Child may take over as Account Owner with respect to the Newborn Stem Cells at any time after reaching the age of majority by executing a new ViaCord Services Agreement.

11. TERMINATION OF CELL BANKING SERVICES

a. Automatic Termination

If all of the Newborn Stem Cells are Released or Transferred, the Cell Banking Services shall automatically terminate.

b. Termination by Clients

The Account Owner may terminate Cell Banking Services at any time.

If Client terminates after ViaCord has begun processing Cord Sample(s), Client will be responsible for all fees associated with processing the Cord Sample(s) and the first year of storage of Newborn Stem Cells.

After the Child reaches majority, the Child may take over as the Account Owner by executing a new contract with ViaCord. Further, upon reaching the age of majority, the Child may terminate the Cell Banking services ***over the wishes of the Account Owner.***

To terminate the Cell Banking Services, the applicable Client must i) ensure the account is in good standing (i.e., account is current), ii) sign ViaCord's Termination Agreement, and iii) provide proof of identity.

c. Termination by ViaCord

ViaCord may terminate the Cell Banking Services upon written notice to the Client if the Account Payor fails to pay any required fees within sixty (60) days of the payment due date. If the account is terminated due to failure of payment, the Newborn Stem Cells will be deemed eligible to be donated to research.

d. Transfer of Newborn Stem Cells

Client may request the Newborn Stem Cells be Transferred to another facility provided that the other facility is approved by the FDA (or equivalent regulatory body if outside the United States). Additionally, all applicable state and federal regulations are followed. In the event of a Transfer

under this Section, the Client is responsible for all shipment expenses, administrative fee, and will be required to sign ViaCord's Transfer Agreement.

Transfer of all Newborn Stem Cells will automatically terminate the Cell Banking Services.

e. Effect of Termination

Termination of the Cell Banking Services for any reason will automatically cancel the QPG.

If the Cell Banking Services are terminated, and the Client has Prepaid for multiple years of storage, ViaCord will refund the amounts paid for future years to the Account Payor, as applicable.

If the Newborn Stem Cells are still in storage upon termination of the Cell Banking Services, the Client shall sign and return ViaCord's required documents to terminate the services, including a choice to either donate the Newborn Stem Cells to research or instruct ViaCord to destroy the Newborn Stem Cells according to ViaCord's standard operating procedure, which may allow ViaCord to defer destruction of the Newborn Stem Cells until a later time. If the Client instructs ViaCord to destroy the Newborn Stem Cells, the Newborn Stem Cells will not be used for any purpose during the period of time prior to destruction, including but not limited to any therapeutic or research purpose. NOTE: Newborn Stem Cells donated for research are anonymized and not traceable to any individual or account. Newborn Stem Cells donated for research may be used for the purpose of scientific and medical research and education, but will not be used for human use, meaning at no time will donated Newborn Stem Cells ever be placed into another individual. Donation of Newborn Stem Cells may contribute to research and products that are developed now, or in the future, including products developed for commercial use.

Schedule 1

INFORMED CONSENT FOR COLLECTION AND STORAGE
(Completed by Legal Guardian)

I elect to privately bank my Child's Newborn Stem Cells with ViaCord. I authorize my healthcare provider to collect my child's cord blood and cord tissue if applicable. I authorize ViaCord to process the Cord Sample(s) and store the Newborn Stem Cells after delivery. I am at least 21 years of age and I am able to lawfully enter into a contract with ViaCord.

I understand that I have the following options regarding my Child's Newborn Stem Cells:

1) Discard the Cord Sample(s) and Newborn Stem Cells as medical waste.

2) Donate the Cord Sample(s) and Newborn Stem Cells to a public bank, if available.

3) Privately bank the Newborn Stem Cells.

I understand that there are benefits and risks associated with the collection of the Child's Newborn Stem Cells. No blood will be taken from the child. The child's newborn stem cells are collected after delivery and after the umbilical cord has been clamped and cut. I understand that the Newborn Stem Cells are being stored for potential therapeutic use by the Child or a first- or second-degree blood relative (i.e., parents, siblings, children, grandparents, aunts, uncles, nieces and nephews).

I understand that Newborn Stem Cells are one source of blood-forming cells used in transplant.

I understand that banking Newborn Stem Cells does not guarantee that they will be suitable for all treatments or that treatment will work, and only a doctor can determine when it can be used. I understand that although research is ongoing, Cord Tissue Stem Cells are not currently approved for treatment.

I agree to provide information related to the Child's biological family's medical and genetic history and to provide information to ViaCord if the Child later develops a disease that may pose a risk to a recipient.

I understand that I have the right to have my questions answered. If I have any questions regarding collection and storage or this Informed Consent, I may contact ViaCord Customer Services at **800-998-4226**.

I understand that I have the right to withdraw my consent to collect, process, and store the Child's Newborn Stem Cells prior to the collection, processing, and/or storage of the Newborn Stem Cells by sending a signed letter of revocation by mail to **ViaCord, Attn: Clinical Affairs, 2375 Progress Drive, Hebron, KY 41048**, by Fax at **866-565-2243**, or via e-mail at **Forms@Viacord.com**. I understand that if I revoke my consent, the Child will no longer be eligible for ViaCord's Services. I acknowledge that if I decide to withdraw my consent prior to the collection of the Newborn Stem Cells, a $150 non-refundable discontinuation fee will be charged. I further acknowledge that if I decide to withdraw my consent after the collection, processing, and/or storage of the Newborn Stem Cells, ViaCord will not issue a refund of any fees charged and I agree to pay ViaCord for all fees associated with the Cord Blood Banking and/or Cord Tissue Banking.

Schedule 2

QUALITY PRODUCT GUARANTEE

Upon storage of the Cord Blood Stem Cells, by ViaCord, ViaCord will support the Quality Product Guarantee (QPG) as provided in this Schedule. The capitalized terms used in the QPG shall have the same meaning given to them as in the Agreement.

The QPG. If Cord Blood Stem Cells are requested for release for a required hematopoietic transplant following standard, recognized medical practices and they do not Engraft, ViaCord will pay $35,000 to the Legal Guardian. This payment to the Legal Guardian is intended to partially defray the costs to procure alternative stem cells from a public cord blood bank, in the event of a failure to Engraft under conditions in which Engraftment would be expected.

The QPG is not a guarantee of the result of a medical procedure.

Definition of Engraftment. For purposes of this QPG, "Engraftment" is defined as achieving a peripheral blood absolute neutrophil count of 500 per microliter for three consecutive measurements with the first of the three measurements occurring within 100 days of transplantation. The engraftment must be donor origin.

Exclusions. The Quality Product Guarantee does not include or apply to:

- Any use of Cord Tissue Stem Cells.
- Cord Blood Stem Cells collected and/or processed by any method outside of ViaCord's standard operating procedure, even if such cord blood units have been stored by ViaCord with the Account Owner's approval.
- Transplantation of less than $2x10^7$ total nucleated cells per kilogram, even if the Cord Blood Stem Cells have been stored by ViaCord with the Account Owner's approval.
- Transplantation of less than $1x10^5$ CD34+ cells per kilogram, even if the Cord Blood Stem Cells have been stored by ViaCord with the Account Owner's approval.
- Co-transplant with supplemental stem cell sources (e.g., additional cord blood, peripheral blood or bone marrow).
- Transplant other than to biological family members. Biological family members are defined as the child (i.e., the cord blood donor) and his/her biological parents and biological siblings.
- Experimental uses, defined below as any of the following:
    - Transplantation using stem cells that prior to administration to the patient, have been subject to manipulation including, but not limited to the following:
        - Stem cell expansion.
        - Extensive laboratory culture or positive or negative cell selection.
        - Gene therapy.
    - Transplantation using stem cells that are subject to a US Food and Drug Administration investigational new drug application or foreign equivalent.
    - Use of investigational drug by the transplant recipient within 100 days of

transplantation.
- Cells transplanted for non-homologous use.
- Any regenerative uses.

- The Quality Product Guarantee is not available if the stem cell collection, storage or transplant fees are paid in full or part by private or governmental insurance or healthcare programs, including, but not limited to, Medicare or Medicaid.
- Unsuccessful processing and/or storage of Newborn Stem Cells due to any problems or failures in the collection, transportation, testing, cryopreservation, or initial storage process. Several external factors such as delays in transportation, extreme temperatures, and improper collection are beyond the control of ViaCord and the QPG shall not apply to unavailability of Newborn Stem Cells attributable to any such external factor.

Required documentation of failure to engraft:

Either of the following is required documentation of failure to Engraft: (i) a signed statement from the treating transplant physician attesting to the fact that the transplant did not engraft as described above and supporting laboratory reports or (ii) ViaCord's written notice of its inability to produce the cord blood unit for hematopoietic transplant.

Notification of Insurance:

By accepting payment under the Quality Product Guarantee, the Client agrees to notify any third-party payer who paid in part or wholly for the collection, storage, or transplant, of the existence of this QPG, the amount paid and all other terms and conditions. Prior to payment of the QPG, ViaCord must have proof, in writing, that all third-party payers involved in paying for collection, storage or transplant have been notified.

Additional Information:

Although the preservation and potential use of umbilical cord blood is expanding rapidly, the odds that a family without a defined risk will ever use their child's Newborn Stem Cells are low and it may never be needed. There is no guarantee that the Newborn Stem Cells will be a match for any particular family member or that a cord blood transplant will provide a cure. As with any transplant therapy, therapeutic success depends upon many factors beyond the cord blood stem cells themselves including patient condition, type of disease, recipient-donor relationship and matching, and other factors. The decision to use stored cord blood stem cells for transplantation must be made in careful consideration with a treating physician.

All communication regarding Quality Product Guarantee must be in writing to: ViaCord, LLC, 940 Winter Street, Waltham, MA 02451, Re: ViaCord Pledge.

Exhibit 2

TESTING SERVICES

1. DESCRIPTION

This Exhibit contains additional terms and conditions applicable to testing services for digestive disorders (the "Testing Services") that you may have purchased. The additional terms and conditions in this Exhibit only apply to the services described in this Exhibit.

2. ADDITIONAL DEFINITIONS

All capitalized terms not otherwise defined in this Exhibit 2 – Testing Services shall have the meanings in the Agreement or Exhibit 1 – Cell Banking Services, as applicable.

- **Independent Consulting Physician** means a consulting physician retained by ViaCord for, among other things, assessment and ordering of Tests.
- **Tests** means those screening tests offered by ViaCord and listed below.
- **Purchased Tests** means those Tests that the Legal Guardian has purchased.
- **Ordered Tests** means the Purchased Tests that are ordered by the Independent Consulting Physician.
- **Test Results** means the results of the Ordered Tests performed by ViaCord.

3. THE TESTS

ViaCord offers the Tests as an optional purchase to the Client. The Tests are not diagnostic and do not identify current health status. The Tests identify whether the Child has a predisposition or possible causative condition for the disorder being tested.

The Tests may be performed by various methodologies. If you have any questions about the Tests, please contact ViaCord's Customer Service.

Note: New York Residents Only. *The Tests are not offered to residents of New York State at this time. ViaCord will store a portion of New York residents' Cord Blood Sample and will use commercially reasonable efforts to contact the New York resident Clients to offer this service if it becomes available in the future.*

Note: The Tests are only offered if the Child is a single birth.

4. CLIENTS' RESPONSIBILITIES

a. Consent

By submitting the Informed Consent To Testing (attached as Schedule 1), the Legal Guardian consents to ViaCord performing the Purchased Tests. The Legal Guardian may opt-out of any or all of the Purchased Tests by contacting Customer Service at **800-998-4226** at any time prior to the Purchased Tests being performed.

b. Payment.

The Account Payor will be charged for the Ordered Tests upon receipt of the Cord Sample(s) at VPL, and the Legal Guardian may cancel the Purchased Tests at any time before receipt of the Cord Sample(s) at VPL. The Client will not be charged for any Purchased Tests that are not ordered by the Independent Consulting Physician.

5. VIACORD'S RESPONSIBILITIES

ViaCord's responsibilities are as follows:

The Independent Consulting Physician will review the Client's ViaCord Services Agreement and the Purchased Tests and will determine in his or her exclusive discretion whether or not to order the Purchased Tests. The Independent Consulting Physician is compensated a flat fee for services related to the Tests and is not compensated any more or less depending on whether he or she orders or declines to order any Purchased Tests.

ViaCord will perform the Ordered Tests using the Cord Blood Sample(s).

The Test Results will be included in the Results Letter.

6. LIMITED WARRANTY; LIMITATION OF LIABILITY

ViaCord warrants that it will use commercially reasonable efforts to perform the Testing Services as described in this Exhibit. **VIACORD MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED.**

THE CLIENT AGREES THAT THE TESTING SERVICES ARE ANCILLARY TO THE CELL BANKING SERVICES AND THAT VIACORD SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE TESTING SERVICES.

7. DECISION-MAKING AUTHORITY FOR TESTING SERVICES

The Legal Guardian has exclusive right to opt out of the Tests.

VIACORD SERVICES AGREEMENT **ViaCord VID:_____**

Schedule 1

INFORMED CONSENT TO TESTING

I am the Legal Guardian of the child from whom the sample associated with ViaCord account number _____ was collected (the "Child"). I consent to ViaCord, LLC ("ViaCord"), performing the tests listed below on the Child's cord blood sample collected by my healthcare provider (the "Sample") and submitted to ViaCord in connection with certain cell banking services provided to me by ViaCord, other than those tests I have opted out of.

I understand there are no additional risks associated with performance of the tests and agree that the risks of collection of the Sample have been explained to me.

I understand that the tests are not diagnostics, and only screen for elevated risk of developing the applicable condition.

I authorize ViaCord to perform those of the following tests that I have purchased:

- **Celiac Disease**
- **Lactose Intolerance**

I authorize ViaCord to provide me with the results of the tests indicated above, and to furnish them to the Child's physician if requested by the Child's physician. I understand and agree that the test results may also be used for research purposes and for analyses and in publications, provided that they are aggregated with other data and do not contain donor identification.

I understand that I have the right to have my questions answered. If I have any questions regarding this Informed Consent, I may contact ViaCord Customer Services at **800-998-4226**.

I understand that I have that right to withdraw my consent to the tests by contacting ViaCord Customer Services at **800-998-4226** prior to testing of the Sample and that by withdrawing my consent, the tests will not be performed.

_____

Signature:

_____

Print Name:

_____

Date:

Exhibit 3

DNA Guardian

1. DESCRIPTION

This Exhibit contains additional terms and conditions applicable to collection and storage of a dried blood spot card for possible future testing (the "DNA Guardian Program").

2. DEFINITIONS

All capitalized terms not otherwise defined in this Exhibit shall have the meanings in the Agreement or Exhibit 1 – Cell Banking Services, as applicable.

3. THE DNA GUARDIAN SERVICE

The DNA Guardian Program provides for collection of a DBS Card with the Child's blood to ensure a sample is available for future testing.

4. VIACORD'S RESPONSIBILITIES

When processing the Cord Blood Sample, ViaCord will collect a second DBS Card (the "DNA Guardian Card") in addition to the DBS Card collected for use in connection with a possible Release of Newborn Stem Cells.

ViaCord will store the DNA Guardian Card and make it available for future testing in connection with sequencing services offered by ViaCord or its affiliates.

5. LIMITED WARRANTY; LIMITATION OF LIABILITY

ViaCord warrants that it will use commercially reasonable efforts to perform collect and store the DNA Guardian Card as provided in this Exhibit. **VIACORD MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED.**

THE CLIENT AGREES THAT VIACORD'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS EXHIBIT IS RETURN OF THE FEES PAID FOR THE SERVICES PROVIDED UNDER THIS EXHIBIT.

6. COST AND PAYMENT; CANCELLATION

ViaCord will charge the one-time fee indicated at the time of enrollment to the Account Payor's credit card on record upon placement of the Newborn Stem Cells in storage.

You may cancel your enrollment in the DNA Guardian Program until VPL collects the Child's blood on the DNA Guardian Card. Enrollment in the DNA Guardian Program is non-refundable after collection of the DNA Guardian Card.

7. DECISION-MAKING AUTHORITY FOR THE DNA GUARDIAN PROGRAM

a. Ownership of the DNA Guardian Card

Ownership of the DNA Guardian Card is a legal matter that may be determined in accordance with the laws of various jurisdictions. As a contractual matter, ViaCord and the Clients agree to follow the provisions in this Section. ViaCord shall be entitled to rely on the applicable Client's instructions regarding the disposition of the DNA Guardian Card under the circumstances provided below.

b. Use of the DNA Guardian Card

ViaCord will provide the DNA Guardian Card or a sample taken from the DNA Guardian Card to a qualified healthcare provider as requested by the Legal Guardian. If the Legal Guardian requests that ViaCord provide a sample from the DNA Guardian Card and an Account Owner disagrees, ***ViaCord will follow the request of the Legal Guardian***, provided that in case of such dispute the Legal Guardian will be responsible for any associated costs.

Once the Child reaches the age of majority, ***ViaCord will follow the request of the Child***.

c. Termination of Services

The Account Owner may act for all Clients to terminate enrollment in the DNA Guardian Program by executing ViaCord's required documentation. However, once the Child reaches the age of majority, ***ViaCord will follow the request of the Child***.

d. Legal Disputes

In the event of a legal dispute over ownership of the DNA Guardian Card, ViaCord will continue to provide the services described in this Exhibit, provided that all payments have been and continue to be made, until such time as ViaCord is presented with a final court order that mandates a change in ownership. At such time, the new owner will be provided an opportunity to sign appropriate documentation or otherwise provide ViaCord with instructions to terminate the services.

Absent an undisputed instruction from the Account Owner or Child, as indicated above, or a final court order, ViaCord will continue to store the DNA Guardian Card as long as associated fees continue to be paid.

8. TERMINATION OF SERVICES

a. Automatic Termination

If the DNA Guardian Card is released or exhausted, enrollment in the DNA Guardian Program shall automatically terminate.

b. Termination by Clients

The Account Owner may terminate enrollment in the DNA Guardian Program at any time.

c. Termination by ViaCord

ViaCord may terminate enrollment in the DNA Guardian Program upon written notice to the Client if the Account Payor fails to pay any required fees within sixty (60) days of the payment due date. Before terminating enrollment in the DNA Guardian Program, ViaCord may, at its exclusive discretion, use commercially reasonable effort to contact other Clients, if applicable, and give them the opportunity to take over the Account Payor obligations by executing applicable documentation.

d. Effect of Termination

If the DNA Guardian Card is still in storage upon termination of enrollment in the DNA Guardian Program, the Client may either donate the DNA Guardian Card to ViaCord's research or instruct ViaCord to destroy the DNA Guardian Card according to ViaCord's standard operating procedure, which may allow ViaCord to defer destruction of the DNA Guardian Card until a later time. If the Client instructs ViaCord to destroy the DNA Guardian Card, the Guardian Card will not be used for any purpose during the period of time prior to destruction, including but not limited to any therapeutic or research purpose.

Exhibit 4

SEQUENCING SERVICES

1. DESCRIPTION

This Exhibit contains the additional terms and conditions applicable to Sequencing Services (defined below) provided by ViaCord in collaboration with its affiliate, Revvity Genetics, Inc., doing business as Revvity Omics (together with ViaCord, "Revvity"). The additional terms and conditions in this Exhibit only apply to the services described in this Exhibit.

2. ADDITIONAL DEFINITIONS

All capitalized terms not otherwise defined in this Exhibit 4 – Sequencing Services, shall have the meanings in the Agreement, Exhibit 1 – Cell Banking Services, or Exhibit 3 - DNA Guardian, as applicable.

The following definitions apply to this Exhibit:

- **Sequencing Services** means the services purchased by Clients and provided by Revvity pursuant to this Exhibit.
- **Sequencing Test** means the sequencing test purchased by the Client.
- **Test Subject** means those of the Client(s) on whom the Sequencing Test is being performed.
- **Customer Agreement Form** means the customer agreement attached as Schedule 1, including the informed consent.
- **Testing Sample** means the sample on which the Sequencing Test is to be performed.

3. CLIENTS' RESPONSIBILITIES

a. DNA Guardian Program

Unless the Child is part of a multiple birth, enrolling for sequencing services through ViaCord includes enrollment in the DNA Guardian Program, and the purchase price of the Sequencing Services for the Child includes the price of enrollment in the DNA Guardian Program. The terms and conditions in Exhibit 3 – DNA Guardian apply to the DNA Guardian Program.

b. Payment

The Account Payor will be charged for the Sequencing Services either in a single payment upon submission of payment information, or in equal periodic installments according to the payment plan the Client selected. Additional fees are discussed below.

c. Complete Customer Agreement Form

The Client must complete and sign the enclosed Customer Agreement Form, including the informed consent form. Informed consent is a process that ensures people receive education about genetics, and the options, benefits, limitations, risks, and consequences of genetic testing. Genetic counseling provides an individual with informed consent prior to the decision to undergo testing and with the opportunity to review the results of the test in detail. Given the complexity of the Sequencing Test, Revvity Omics requires informed consent from the Client.

d. Testing Sample Submission

i. DNA Guardian Card

If the person being tested is enrolled in the DNA Guardian program, including the Child, the Testing Sample will be that person's DNA Guardian Card.

By purchasing the Sequencing Test, the Legal Guardian requests and authorizes ViaCord to release the applicable DNA Guardian Card to Revvity Omics.

ii. Saliva

If the Sequencing Test is for anyone not enrolled in the DNA Guardian Program, a Saliva Collection Device will be shipped to the Test Subject within two business days after the order is placed. The Test Subject is required to collect the Testing Sample using the swab included in the Saliva Collection Device and return the swab to VPL using the prepaid envelope included in the Saliva Collection Device.

e. Scheduling Consultation with Third-Party Health Care Provider

You have received or will receive an email with a link to an external page where the Client will schedule a consultation with the third-party medical practice indicated in that email (the "Ordering Provider"). For some Sequencing Services, a pre-test consultation with the Ordering Provider is required for Revvity Omics to perform the test.

During the pre-test consultation with the Ordering Provider, a trained genetic counselor will be available to ensure the Client receives all needed information, will ask for the Test Subject's demographic information, including gender, ethnicity, family medical history, and testing history, will explain the Sequencing Test, and will review the risks and limitations of the Sequencing Test. It is the Client's responsibility to discuss any questions s/he may have about the Sequencing Test with the Ordering Provider, and to ensure the s/he understands the Sequencing Test and its risks and benefits.

4. ORDERING PROVIDER RESPONSIBILITIES

The Ordering Provider may send a completed Test Requisition Form to VPL ordering the Sequencing Test. A Testing Sample will not be processed until and unless the Ordering Provider has ordered the Sequencing Test.

The decision whether to order the Sequencing Test is in the Ordering Provider's exclusive discretion. The Ordering Provider is under no obligation to order the Sequencing Test. If the Ordering Provider does not order the Sequencing Test, Revvity Omics will not perform the applicable Sequencing Test, and the Account Payor will not be charged for that Sequencing Test, or will be refunded any amounts already paid for that Sequencing Test.

Once VPL has received the Test Requisition Form and the Testing Sample, VPL will forward the Test Requisition Form and the Testing Sample to Revvity Omics.

a. Post-Test Consultation

After the Ordering Provider receives the results of the Sequencing Test, the Ordering Provider will contact you about scheduling a post-test consultation at no additional cost. An Ordering Provider genetic counselor will provide the Test Subject or Legal Guardian with the results and a summary report, will discuss the results with the Test Subject or Legal Guardian, and may recommend a follow-up with the Test Subject's healthcare provider to review the results further. If you do not wish to attend a post-Test consultation, the Ordering Provider will send the results and summary report to you by email.

5. REVVITY OMICS' RESPONSIBILITIES

a. For DNA Guardian Cards

Once the completed Test Requisition Form and Customer Agreement Form are received by ViaCord, ViaCord will retrieve the DNA Guardian Card and ship the Testing Sample and Test Requisition Form to Revvity Omics.

b. Testing Sample Processing

When Revvity Omics receives the Testing Sample, it will be reviewed and accessioned. If there is a problem with the Testing Sample, including inadequacy or insufficiency of DNA for testing, or with the associated documentation, Revvity will contact the Test Subject or Legal Guardian. If there are no problems with the Testing Sample, Revvity Omics will perform the Sequencing Test.

c. Results

Revvity Omics will return the results of the Sequencing Test to the Ordering Provider via secure e-mail.

d. Data Confidentiality

Revvity will not use or provide the Test Subject's personal information or the data from Sequencing Test to any third party, unless (1) the Test Subject or Legal Guardian has given consent for such use or disclosure, or (2) the use or disclosure is required by law, including a subpoena, court order, or order of another governmental body of competent jurisdiction. Revvity may share Client contact information with a third-party vendor for purposes of processing communications regarding the Sequencing Services, and any such vendors will be bound by confidentiality requirements prohibiting them from using Client information for any purpose other than processing such communications. Revvity will provide your contact information to the Ordering Provider to facilitate Client's completion of required documentation.

Sequencing Test results are confidential and may not be released to anyone without the Test Subject's or Legal Guardian's written and informed consent, except as permitted or required by applicable law or regulation, including a subpoena, court order, or order of another governmental body of competent jurisdiction. Revvity Omics will provide results of the Sequencing Test only to the Ordering Provider, as described herein, to the Test Subject's healthcare provider, or otherwise as required by applicable law or regulation.

6. DISCLAIMER; LIMITED WARRANTY; LIMITATION OF LIABILITY

a. Medical Disclaimer

The Sequencing Test is a healthcare provider-ordered DNA sequencing test offered by Revvity Omics, Inc.

Any medical information on www.revvity.com, www.viacord.com, or any other website provided by or affiliated with Revvity or any of its affiliates is intended solely to be a guide to general education on DNA testing. It is Client's responsibility to discuss the information provided on these sites, and any other question Client may have about the Sequencing Test and how it applies to the Test Subject with the Test Subject's healthcare provider before taking any action. The Test Subject or Legal Guardian and the Test Subject's healthcare provider must decide whether the Sequencing Test is appropriate for the Test Subject.

b. Limited Warranty; Limitation of Liability

REVVITY OMICS, INC., VIACORD, LLC, AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, INCLUDING THE ORDERING PROVIDER AND ITS CONTRACTORS, SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT REVVITY OR VIACORD HAVE BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL REVVITY'S OR VIACORD'S, OR THEIR RESPECTIVE AFFILIATES', DIRECTORS', EMPLOYEES', AGENTS' OR SERVICE PROVIDERS', INCLUDING THE ORDERING PROVIDER'S AND ITS CONTRACTORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID BY CUSTOMER PURSUANT TO THIS SERVICE AGREEMENT. THE AFOREMENTIONED LIMITATION OF LIABILITY SHALL NOT APPLY TO DEATH OR PERSONAL INJURY RESULTING FROM REVVITY OR VIACORD'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

CLIENT UNDERSTANDS AND AGREES THAT CLIENT IS GIVING UP CERTAIN RIGHTS THAT IT MIGHT OTHERWISE HAVE, NOW OR IN THE FUTURE, TO SUE OR OTHERWISE SEEK MONETARY DAMAGES OR OTHER RELIEF AGAINST REVVITY, VIACORD, THE ORDERING PROVIDER, OR THEIR AFFILIATES OR RESPECTIVE DIRECTORS, EMPLOYEES, CONTRACTORS, OR AGENTS FOR ANY REASON RELATING TO THE SEQUENCING SERVICES, OTHER THAN THE RIGHTS THAT YOU MAY HAVE UNDER THE AGREEMENT AND THIS EXHIBIT, IF ANY. THE CLIENT UNDERSTANDS THAT REVVITY AND VIACORD WILL NOT BE LIABLE FOR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS (INCLUDING THE LOSS OR DESTRUCTION OF SAMPLE(S)) IN THE EVENT OF A FORCE MAJEURE WHICH MAY INCLUDE, WITHOUT LIMITATION, NATURAL DISASTERS, STRIKES, ACTS OF GOD, WAR, NON-TEMPORARY POWER FAILURES, EPIDEMIC, PANDEMIC, TERRORIST ATTACKS, AND GOVERNMENT REGULATIONS.

The Client hereby releases and discharges Revvity and all of their officers, directors, employees, agents, affiliates, attorneys, successors and assigns, and each of them forever, from any and all liability for any and all action, cause of action, suit, omission, cost, expense, interest, loss, harm, damage, claim, demand or proceedings of any kind or nature arising out of or relating, directly or indirectly, to the DNA Guardian Card. Further, the Client understands that by purchasing the Sequencing Services, the Client relinquish any right the Client might otherwise have to sue, or otherwise seek money damages or other relief against ViaCord for any reason relating to or arising out of the DNA Guardian Card.

The Client acknowledges that by ordering the Sequencing Services and releasing the DNA Guardian Card for performance of the Sequencing Test, the DNA Guardian Card will not be available for any future purposes, and the Client's Guardian Program enrollment will be terminated.

7. COST AND PAYMENT

Payment for the Sequencing Services will be charged to the Account Payor's credit card on file when the Newborn Stem Cells are processed.

a. Change Order and Cancellation Policy

Client may change or cancel an order for Sequencing Services only until the Ordering Provider has submitted a test requisition form, or approximately 2-3 days after the Pre-test Consultation.

If the Sequencing Services are for the Child, Client may cancel the Sequencing Services any time prior to collection of the DNA Guardian Card and receive a full refund of any charges for those Sequencing Services. After collection of the DNA Guardian Card, Client will not receive a refund for enrollment in the Guardian Program.

b. Re-Interrogation

If Revvity Omics has performed whole genome sequencing and has not deleted the Test Subject's genomic sequencing data, the Client may request re-interrogation of Test Subject's genomic sequencing data (a "Re-interrogation") for a fee. The fee for Re-interrogation will be set by Revvity and is subject to change from time to time. If Revvity has deleted the Test Subject's genomic sequencing data, including due to the Test Subject's prior request, Revvity Omics will not be able to perform any Re-interrogation.

c. Transfer of Sequencing Data

If Revvity Omics has not deleted the Test Subject's genomic sequencing data, the Client may request a copy of that data be sent to the Test Subject or Legal Guardian on a removable hard drive for a fee and is subject to change from time to time.

8. MISCELLANEOUS

a. Deletion of Sequencing Data

The Test Subject or Legal Guardian may request that Revvity Omics delete the Test Subject's retained genomic sequencing data. Deletion of the Test Subject's genomic sequencing data is final and permanent. Once Revvity Omics deletes the Test Subject's genomic sequencing data, no copies will be kept by Revvity and Revvity will not be able to recover the data. Revvity strongly encourages the Client to request a copy of their genomic sequencing data before requesting that Revvity Omics destroy that data.

b. Requesting Additional Services or Miscellaneous Options.

To request Re-interrogation, transfer of sequencing data, or deletion of sequencing data, email **Support.CustomerCare@Revvity.com** with the following information:

- Full Name
- Date of Birth
- Order Date
- Order Number

Please allow five business days for your request to be processed.

Schedule 1

CUSTOMER AGREEMENT FORM

INFORMED CONCENT FORM FOR ALL CUSTOMERS

Informed consent is a process that provides education about genetics, and the options, benefits, limitations, and consequences of genetic testing. Genetic counseling enables an individual to provide informed consent prior to the decision to undergo testing. Given the complexity of the Test you have purchased from Revvity Omics, Inc., genetic counseling and informed consent by a trained medical geneticist or genetic counselor is strongly recommended prior to and after undergoing this testing and is available from the Ordering Provider.

DNA TESTING OPTIONS

WHOLE GENOME SEQUENCING (ADULT & PEDIATRIC)

- Whole Genome Sequencing (WGS) is a Revvity Omics test that involves sequencing the entire genome, which is all of the DNA in your cells. In other words, WGS sequences thousands of genes at the same time rather than sequencing only one or a few genes.
- With WGS, large deletions or duplications of DNA segments in your genome can also be detected.
- This test may detect variants in known disease-associated genes. In the latter case, we may not be able to know with certainty that the variant actually causes disease.
- WGS requires either a saliva or dried blood spot sample.

GENETIC INSIGHTS PANEL (PEDIATRIC)

- The Genetic Insights Panel (GIP) is a Revvity Omics test that involves the sequencing of over 270 genes specifically associated with childhood-onset conditions. DNA will be extracted from the sample and sequencing of over 270 genes will be performed using Next Generation Sequencing (“NGS”) technology.
- GIP requires a dried blood spot sample.

HOW THE DNA TESTS ARE PERFORMED

DNA will be extracted from your sample and sequencing of the genome will be performed using next generation sequencing (NGS) technology. A list of variants found in your sample will be generated. Variants believed to be disease-causing (pathogenic and likely pathogenic variants) will be presented in your results report. For Pediatric WGS or GIP, only actionable variants are reported and carrier status is not reported.

VIACORD SERVICES AGREEMENT **ViaCord VID:_____**

RESULTS DISCLOSURES

MANDATORY DISCLOSURES FOR WGS (CHILDREN)

- **Diagnostic findings related to disease:** Pathogenic variant(s) and likely pathogenic variants(s) in genes interpreted to be responsible for or contributing to infantile and pediatric onset diseases will be reported to your Healthcare Professional(s). Carrier status is not reported.

- **Pharmacogenetic variants**: Pharmacogenetic variants are changes in the DNA that do not cause a disease but may be related to how your body processes certain medications, such as chemotherapy drugs, antipyretics, antidepressants, anticoagulants, and others. These variants may not be important to you if you are not taking the medications involved but may tell you how well the medications will work or if you will have side effects if you do take the medications now or in the future.

MANDATORY DISCLOSURES FOR WGS (ADULTS)

- **Carrier Status for Autosomal Recessive Conditions** (ex. cystic fibrosis): A recessive condition is one in which two pathogenic variants in the same gene are required in order to show symptoms of the disease (one variant is inherited from each parent). Someone who has only one pathogenic variant does not show symptoms and is called a carrier. The Testing is not designed to be a comprehensive carrier test. We are unable to guarantee that all conditions for which you are a carrier will be determined by the Testing. You may be a carrier for a condition in which there was little or no coverage in the Testing and therefore will not be detected. Additional carrier testing for reproductive purposes should be discussed with your doctor or genetic counselor.
- **Diagnostic findings in adult onset medically actionable disorders (also known as ACMG 59):** Medically actionable conditions are those for which there is currently recommended treatment or preventative actions that can be taken to reduce the risk of developing the disease. An example would be hereditary cancer syndromes such as hereditary breast and ovarian cancer syndrome (HBOC, caused by the BRCA1 and BRCA2 genes). We are unable to guarantee that the Testing will find all adult onset medically actionable conditions for which you have a pathogenic variant. You may have a pathogenic variant for a condition in which there was little or no coverage in the Testing and therefore will not be detected. Additional testing for health or screening purposes should be discussed with your doctor or genetic counselor.
- **Diagnostic Findings in all other known disease-causing genes:** Conditions that are not currently medically actionable do not have recommended treatment or preventative measures that can be taken to reduce the risk of developing the disease. An example would be Alzheimer's disease. We are unable to guarantee that the Testing will find all adult onset medically non-actionable conditions for which you have a pathogenic variant. You may have a pathogenic variant for a condition in which there was little or no coverage in the Testing and therefore will not be detected. Additional testing for health and

screening purposes should be discussed with your doctor or genetic counselor.

- **Pharmacogenetic variants:** Pharmacogenetic variants are changes in the DNA that do not cause a disease but may be related to how your body processes certain medications, such as chemotherapy drugs, antipyretics, antidepressants, anticoagulants, and others. These variants may not be important to you if you are not taking the medications involved, but may tell you how well the medications will work or if you will have side effects if you do take the medications now or in the future.

SAMPLE AND DATA

USE OF SAMPLE AND INFORMATION

- You have the right to confidential treatment of Your sample and information. Unless required by law, Revvity will not disclose Your identifiable information to any person or entity except with your prior, written consent, or as required by applicable law, regulation, or order of a competent authority. Your information will be kept confidential and accessible only to Revvity's lab technicians and support personnel, including contractors, necessary for performing the DNA test, analysis and reporting results.
- The results of the Test are confidential and may not be released to anyone without Your prior, written consent, or as required by applicable law, regulation, or order of a competent authority.

DATA AND SAMPLE RETENTION

- Revvity will retain Customer's genomic sequencing data for no shorter a period than required by applicable law or regulation.
- If Your healthcare provider practices in New York State, Revvity may retain your anonymized specimen indefinitely.

REQUIRED FOR SAMPLES COLLECTED IN NEW YORK STATE ONLY

- No tests other than those authorized shall be performed on the biological sample submitted for testing, and any material derived from the sample (i.e., DNA) unless you provide consent; this includes testing for internal research and/or quality control purposes. The sample shall be destroyed no more than 60 days after the sample was taken or at the end of the testing process, whichever occurs later, unless indicated below.
- If Your healthcare provider practices in New York State, Revvity may retain your anonymized specimen indefinitely.

  ☐ **By checking here** and signing at right, I consent to Revvity keeping my sample for longer than 60 days, and to using my de-identified sample for internal research and/or quality control purposes. Note, if not checked and signed, this is interpreted as "consent not given."

Patient/Guardian Signature _____

RISKS AND LIMITATIONS OF THE TESTS

LIMITATIONS OF THE DNA TESTS

- NGS cannot accurately sequence repetitive regions, such as trinucleotide repeats. This means that NGS cannot provide data on regions such as the fragile X syndrome repeat region, the Huntington disease repeat region, or the myotonic dystrophy repeat region.
- Genetic changes identified may not necessarily predict the prognosis or severity of disease and it is possible that the genetic change may not affect management or treatment.
- Results of the Test may indicate that additional testing, such as full gene sequencing to fill-in exons with poor coverage or deletion/duplication analysis, is recommended.
- Not all large deletions and duplications are evaluated in the Tests.
- In WGS, a fraction of the genome cannot be sequenced to accurately determine if a pathogenic variant is present. Therefore, pathogenic variants in these regions will not be detected by this analysis.

POTENTIAL RISKS ASSOCIATED WITH GENOMIC TESTING

- Discovery of variants indicating conditions not yet present – the Test may show pathogenic variants in genes that lead to conditions for which you currently do not have symptoms (such as cancer or neuromuscular diseases).
- Uncertainty – Revvity may not be able to tell you with certainty whether the variant(s) detected by the Test are directly related to disease. Interpretation of NGS results will evolve over time as we learn more about normal and abnormal human genetic variation.
- Anxiety – You and your family members may experience anxiety before, during, and/or after the Test.
- Insurance access – results of the Test may become part of the patient's permanent medical record and, depending on the results, may have a material effect on the patient's access to health insurance or life insurance coverage. For example, a life insurance company might ask You to provide genetic information indicating a disorder if this information is available to you. However, the Genetic Information and Non-Discrimination Act (GINA) prohibits the use of genetic information for discrimination in health insurance and employment, and individual states may also have laws concerning the use of genetic information.
- Testing multiple family members may reveal that familial relationships are not biologically what they were assumed to be. For example, the Test may indicate nonpaternity (the stated father of an individual is not the biological father) or consanguinity (the parents of an individual are closely related by blood). These biological relationships may need to be reported to the Ordering Provider.

ViaCord
From Revvity

VIACORD SERVICES AGREEMENT **ViaCord VID:_____**

REQUIRED: CUSTOMER CONSENT TO GENOMIC TESTING

BY SIGNING BELOW, YOU

- *Confirm You have read and understood the terms and conditions of the Service Agreement.*
- *Confirm You have read and understood the description of the Test in this Informed Consent Form, including the explanation of how the Test is performed and the risks associated with the Test.*
- *Confirm you understand this consent is voluntary and is valid unless withdrawn, and that You may withdraw consent at any time, but that the Test will not be performed unless You consent, and that withdrawing consent will not affect actions taken before such withdrawal.*
- *Consent to ViaCord, LLC providing the Ordering Provider your contact information.*
- *Consent to Revvity Omics, Inc. performing the Test You purchased if ordered by the Ordering Provider.*

PATIENT, PARENT OR LEGAL GUARDIAN SIGNATURE

PATIENT INFORMATION

Patient First Name: _____

Patient Last Name: _____

Patient Date of Birth or Due Date: _____

Order Number: _____

PATIENT INFORMATION

Patient First Name: _____

Patient Last Name: _____

Patient Date of Birth or Due Date: _____

Order Number: _____

PATIENT, PARENT OR LEGAL GUARDIAN SIGNATURE

Patient, Parent, or Legal Guardian Signature: _____

Date: _____

OPTIONAL: PATIENT CONSENT TO DATA/SAMPLE RETENTION AND RESEARCH OPTIONS

Note, if a box below is not checked, this is interpreted as "consent NOT given".

PATIENT CONSENT TO DATA AND SAMPLE RETENTION

Revvity is requesting consent to anonymize and retain the sample submitted for the Test and the results of the Test indefinitely. You are not required to give this consent to retain anonymized data and sample and whether or not you give this consent has no bearing on the test. You may withdraw this consent at any time, and if you withdraw your consent, no additional anonymization will be carried out.

☐ **Check here to opt in to anonymized sample retention.**
By checking here, You consent to Revvity anonymizing and retaining Your sample indefinitely for internal quality control, test validation, assay development and improvement. By allowing Revvity to retain Your sample, You understand and agree to give up any property rights You may have in the sample and You are donating the sample to Revvity Omics, Inc.

☐ **Check here to opt in to anonymized data retention and Sharing**
By checking here, You consent to Revvity anonymizing and retaining your anonymized data and Test reports indefinitely for statistics, quality analysis, research, scientific and technical development, and market research. In addition, You consent to Revvity sharing anonymized data with third-party biomedical and research institutions for purposes of statistical and quality analysis, research, scientific and technical development, and market research, including to improve identification of and therapies for existing and new diseases now or in the future.

PATIENT CONSENT TO RESEARCH OPTIONS (ADULTS ONLY)

Revvity may collaborate with scientists, researchers and drug developers to advance knowledge of genetic diseases. If there are opportunities to participate in future research relevant to the disease in You and/or your child, Revvity may contact You or the Ordering Provider about the development of new testing, drug development, or other treatments. Revvity may also work with scientists or researchers from academic or commercial institutions who have received the necessary approvals toconduct a research study. In some instances, these scientists or researchers may like to contact you directly about your interest in participating in a specific research study.

☐ **Check here to opt in to Research Options**
By checking here, You opt in to Revvity providing Your contact information to outside researchers to contact me directly about applicable research studies.