

# VetStem

## B I O P H A R M A

### Cell Banking Agreement

This agreement sets forth the terms and conditions of the storage by VetStem Biopharma, a California corporation with its principal place of business located at 12860 Danielson Court, Suite B, Poway, CA 92064 (“VetStem”) of regenerative cells (the “Cells”) deposited by the person or entity whose name appears on the signature page hereto (the “Owner”).

#### 1. FEES AND EXPENSES

- a. Fee Date: The anniversary of the deposit of cells into VetStem’s Cell Banking system. If additional cells are produced and banked at a later date this date will be the new Fee Date.
- b. Banking Fee: VetStem will charge Owner a non-refundable (except as provided below) fee for annual storage payable in advance. The Banking Fee must be paid by credit card or check and is due and payable on the anniversary of each Fee Date. Prior to each Fee Date, VetStem will provide Owner with a written notification (either email or USPS as provided by the Owner) of the Banking Fee amount and due date. Owner will receive notification of any adjustment to the Banking Fee prior to the next Fee Date.
- c. Banked Dose and Culture Order Fee: If the Owner’s veterinarian requests culturing of cells or delivery of Banked Doses then the Owner’s veterinarian will be charged a fee for services and shipping. Please consult your veterinarian for the cost.

#### 2. CHANGE OF OWNERSHIP AND ASSIGNMENT OF CONTRACT

- a. Change in Ownership: In the event an animal changes owners then the Owner is to notify VetStem in writing using the Transfer of Ownership Form.
- b. Assignment of Contract: The Owner agrees that VetStem may subcontract its Cell Banking services to third parties or assign its rights and obligations under this Agreement to a third party. If VetStem assigns its rights and obligations under this Agreement, then VetStem shall promptly notify the Owner in writing of such assignment.

#### 3. TERM AND TERMINATION

- a. Termination by Owner: This Agreement may be terminated by the Owner at any time by giving VetStem written notice. No refund will be provided to Owner for the remaining portion of the paid banking period.
- b. Automatic Termination: This Agreement will automatically terminate by Owner’s Veterinarian removing the last banked Dose(s). No refund will be provided to Owner for the remaining portion of the paid banking period.
- c. Termination for Breach: In the event Owner fails to pay Banking Fee within thirty (30) days after notification of due date or if Owner cannot be located by reasonable means, VetStem may, in its sole discretion, terminate this Agreement without further notice and may treat all Cells as abandoned property, and may discard or otherwise dispose of Cells at its sole discretion.
- d. Termination by VetStem: VetStem may terminate this Agreement at any time by giving Owner three months written notice and shall refund to Owner the Banking Fee paid for the remaining portion of the 12 month period.
- e. Loss of Cells: VetStem warrants that it will use commercially reasonable efforts to provide to Owner the Cell Banking services described herein. VetStem’s liability is limited to processing or

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culture services to replace cells or refund of the remaining portion of the paid banking period. VetStem is not responsible for veterinary fees related to collection of tissue for processing of replacement cells.

#### 4. INDEMNIFICATION; LIMITATION OF LIABILITY

- a. Owner agrees to indemnify, defend and hold VetStem, its shareholders, directors, officers, employees, agents and other representatives harmless from and against any and all claims, suits or demands for liability, damages, losses, costs and expenses (including the reasonable costs and expenses of attorneys and other professionals) arising out of, or resulting from, the provision of services under this Agreement, except to the extent such liability, damages, loss, cost or expense is caused by the gross negligent or willful act or omission of VetStem or its employees or agents. The Owner acknowledges that VetStem is not responsible for the actions of third parties including the Owner's veterinarian, the veterinary hospital, veterinary hospital staff, and third party transporters of the Cells.

#### 5. MISCELLANEOUS

- a. This Agreement, the Attachments hereto, and the Owner Consent executed in connection herewith, constitute the entire agreement between the Owner and VetStem in relation to the subject matter hereof to the exclusion of any other agreement, whether oral or written, between the parties. Any modification or amendment hereto must be in writing and signed by both parties. In case of a conflict between this Agreement and any Attachment or the Owner Consent, the terms and conditions of this Agreement control. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of California, without regard to the conflict of laws principles contained therein. If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction because it is invalid or in conflict with any law of relevant jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

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## B I O P H A R M A Cell Banking Acceptance or Refusal

Animal Name: \_\_\_\_\_ Owner Name \_\_\_\_\_

Species:  Equine  Canine  Feline

### Banking Acceptance

- Yes – I wish to bank cells for my animal for 1 year for \$150**  
 **Yes – I wish to bank cells for my animal for 3 years for \$350**  
 **Yes – I wish to bank cells for my animal for 5 years for \$500**

Note: All prices are quoted in US Dollars.

(Complete the Contact and Payment sections of this form and fax, email or mail to VetStem)

### Banking Refusal

- No – I do not wish to bank cells for my animal.** I agree to donate and thereby relinquish all rights to, and associated with, my Animal's remaining stored cells. I authorize VetStem to use the remaining stored cells from my Animal for training and ongoing development of the technology. (sign below and fax, email or mail to VetStem, no need to complete the rest of the form)  
 **No – I do not wish to bank cells for my animal. Please Dispose of all cells** (sign below and fax, email or mail to VetStem, no need to complete the rest of the form)

### Authorization

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
*Authorization signature is required. Forms without signature will be returned.*

### Contact Information

Owner Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

### Payment Method (please select payment method and renewal option)

**Pay by Credit Card:** Name on Card: \_\_\_\_\_

Address for billing (if different than above) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Card #: \_\_\_\_\_ Exp Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

**Payment by Check:** Include check with this form and mail both to VetStem

**Keep the entire agreement and copies of associated forms for your records  
Please sign and return this page to VetStem**

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