



INFORMED CONSENT AND SERVICE AGREEMENT

Section 1 – Informed Consent

I am the patient or the parent/legal representative of the patient/child, heretofore defined as the (“Client”) whose dental pulp is to be collected at the time of extraction or natural exfoliation, and heretofore defined as (“removal”). I am legally entitled to sign this document on behalf of the Client, and all of its parents and guardians. I authorize National Dental Pulp Laboratory, Inc. (“NDPL”), to receive, process, and test dental pulp and extract, cryopreserve and store the stem cells contained therein (collectively, “Dental Pulp Stem Cells”) in accordance with the accompanying Client Service Agreement.

1. Risks Involved in Storage and Use

I understand that the cryopreservation of Dental Pulp Stem Cells is a relatively new procedure and there are laboratory tests and other studies that have indicated that it is a successful method of preserving Dental Pulp Stem Cells. I understand that the transplantation of Dental Pulp Stem Cells is a relatively new and experimental procedure that may offer possible future benefits to my Child in treating diseases. I also understand that there are no assurances that any such benefits will be obtained. I understand that the Dental Pulp Stem Cells are for autologous use only. I further understand that “autologous use” means for the use of the child from whom the Dental Pulp Stem Cells was extracted. I acknowledge that there are alternative sources of stem cells such as bone marrow, umbilical cord blood and circulatory blood. Furthermore, it is also quite possible that these Dental Pulp Stem Cells will never be used.

2. Collection Risks and Consent

I will request that my dentist or health care professional use the collection kit (“collection kit”) provided by NDPL and understand that there is no guarantee or assurance of the success of the collection procedure. I understand that the Dental Pulp Stem Cells collected may be insufficient for transplantation or any other purpose. I have been fully informed about the procedure for collecting Dental Pulp Stem Cells and hereby consent to allow my physician to collect Dental Pulp Stem Cells and to furnish it to NDPL for testing, processing, cryopreservation, storage, and servicing.

3. Disclosure of Health Information

NDPL will use reasonable procedures to safeguard the confidentiality of health information that I provide NDPL concerning myself and/or my Child. I understand that health care providers may need such information to provide treatment to me and/or my Child and those government agencies may be entitled to obtain such information under applicable law and regulations. I authorize NDPL to disclose such information to health care providers that are treating me and/or my Child and to government agencies as may be required under applicable law and regulations. I also authorize NDPL to disclose such information in an anonymous manner where confidentiality is maintained.

4. Release from Liability

In consideration for NDPL agreeing to process, test, cryopreserve and store the Dental Pulp Stem Cells, I hereby for myself, the birth mother/ father and my Child and for our respective guardians and other legal representatives, heirs and estates, irrevocably and unconditionally release and discharge NDPL and its processing laboratory at New England Cryogenic Center, Inc. Marlborough, MA, and their respective shareholders, directors, officers, employees, agents, representatives, and affiliates and their respective legal representatives, estates, successors and assigns, from and against any and all claims, causes of action or rights, known and unknown, that may arise from or relate to the activities and services described in this Informed Consent and the accompanying Client Service Agreement. Without limiting the foregoing, I further acknowledge that NDPL is not responsible in any way for the actions of others including my dentist and/or health care professional, the hospital, medical, or dental facility, staff of the hospital, medical, or dental facility, laboratory staff, and transporters of the Dental Pulp Stem Cells. I understand that by agreeing to this Release from Liability I am giving up rights that I might otherwise have now or in the future to seek money damages or

other remedies or relief from NDPL, its affiliates and other persons and entities named in this Release from Liability.

5. Signatures

Signatures to this Informed Consent appear at the end of Section 3 (Medical and Health Profile) see page 6 below.

Section 2 – Client Service Agreement

This Agreement (the “Agreement”) is between National Dental Pulp Laboratory, Inc. (“NDPL”) and the client and/or parent/legal representative of the underage patient/child whose Dental Pulp Stem Cells contained therein (collectively, “DPSC’s”) is to be collected representing herself, the Child, its parents, and legal guardians (collectively referred to as “Client”).

For good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. Dental Pulp Stem Cell Services

Client is responsible for arranging for the collection of teeth (tooth) and for its delivery to NDPL. Client will ensure that the Dental Pulp is retrieved using the collection kit and according to the instructions provided by NDPL. Upon determining that the Dental Pulp Stem Cells are suitable for storage, NDPL will process and cryopreserve the Dental Pulp Stem Cells for the storage period described below.

2. Rights to the Dental Pulp Stem Cells

Subject to the orders of any court of competent jurisdiction and to the terms and conditions of this Agreement, all right, title, and interest in the Dental Pulp Stem Cells will belong to Client until the Child reaches the age of majority recognized in the Child’s domicile (“age of majority”, typically at age 18), whereupon such right, title and interest in the Dental Pulp Stem Cells will belong to the Child. In such event, for purposes of this Agreement the Child will become the Client.

3. Maintaining Information

Client agrees to provide NDPL and its agents and representatives with complete and accurate information in writing concerning the full name, address, phone numbers and other contact information of Client and the Child. Client also agrees to provide such other information that NDPL may require for the testing of the performance of its services, compliance with laws, regulations, permits and certifications, as well as for the proper identification of Client and the Child. If any information that Client has provided to NDPL changes or is no longer valid, Client agrees to give NDPL prompt written notice of all such changes and invalidity.

4. Term; Storage Period

This Agreement will be effective on the date of NDPL’s acceptance of Client’s properly completed and signed Informed Consent and this Agreement. This Agreement will terminate in accordance with Section 5 below. By selecting one of the storage options below Client’s signature, Client can choose renewable annual storage (“Annual Storage”) or long-term storage (“Long-Term Storage”). Storage will commence on the date that NDPL receives the Dental Pulp Stem Cells. Each Annual Storage period under this Agreement will be for twelve (12) months starting on the first of the processed month of the teeth (partial months are not prorated) (“Storage Period”). Client has fifteen(15) days from the annual renewal date to notify NDPL(see #5 and 6) of the desire to discard the dental pulp. After 15 days, the annual storage fee is accrued and will not be prorated. If Client selects Annual Storage, the Storage Period will automatically renew for an additional twelve (12) months at the end of each storage period, unless this Agreement has been terminated. If Client selects Long-Term Storage, storage of the Dental Pulp Stem Cells will automatically renew annually at the end of the initial term selected. Client may upgrade existing annual storage to long-term at anytime

Clients(if applicable) understand and agree that they are jointly and severally liable for payment of the fees, which means that all of the clients are liable to pay the fees and each client are jointly and severally liable for any unpaid portion of the total fee. This applies even if clients who are married or live together become divorced, separated or otherwise estranged.

5. Termination

This Agreement may terminate if **NDPL chooses** and notifies Client of any of the following events: (i) failure of Client to pay the annual service fee when due or to pay any other payment required of Client hereunder; or (ii) failure of Client to perform any other material obligation required of Client hereunder after notice to Client

and an opportunity to cure within ten (10) business days after the date of the notice; or notwithstanding the foregoing, either party may terminate this Agreement on sixty (60) days' prior written notice to the other party. If there is more than one Client, notice to one Client will be deemed to be notice to all of the Clients. Should Client wish to terminate this Agreement and discard the dental pulp, Client must complete and sign a "Discard Form", provide proof of identity pay any outstanding balances and the applicable discard fee (\$60) for the disposal of the dental pulp. Until said form and fees are received by NDPL, all fees including annual storage fees will continue to accumulate on the account, and be the responsibility of the Client. If there is more than one Client, notice from one Client will be deemed to be notice from all of the Clients.

6. Disposition upon Termination

- A. Upon termination of this Agreement for any reason, Client will arrange for the disposition of the Dental Pulp Stem Cells. Client must pay all costs associated with such disposition and NDPL's cancellation fees, plus any other amounts that may be due to NDPL (including without limitation any unpaid service charges) prior to NDPL's removing the Dental Pulp Stem Cells from cryostorage.
- B. Client must notify NDPL within thirty (30) days after sending or receiving a notice of termination under Section 5 above, of the arrangements Client has made concerning the disposition of the Dental Pulp Stem Cells.
- C. If NDPL has not received the timely written notice required in this Section 6 or if Client fails to comply with its other material obligations in this Section 6 after notice by NDPL and an opportunity to cure within ten (10) business days after the date of the NDPL notice, NDPL may, in its sole discretion, choose to retain all rights to the Dental Pulp Stem Cells and may, in its sole discretion, deem the Dental Pulp Stem Cells abandoned. NDPL will be entitled to dispose of such abandoned Dental Pulp Stem Cells in any fashion in NDPL's sole discretion, including without limitation by destruction, donation, or transfer for value.

7. Payment Terms

Client agrees to pay to NDPL all applicable fees set out on NDPL's Fee Schedule, including the Administration and Kit Fee, the Processing Fee, and Transport Charge and the Annual Service Fee. NDPL reserves the right to increase the Annual Service Fee proportionately to any increases in material costs or charges imposed by third parties, as well as increases in the cost of living as reported on an index maintained by the United States Department of Commerce Bureau of Labor and Statistics and selected as appropriate in the sole discretion of NDPL.

8. Refunds

If NDPL terminates this Agreement under the last sentence of Section 5 above, NDPL will refund a pro rata portion of the Long-Term Service based on the annual storage rate in effect during the period of storage plus a deduction of any fees of any costs and expenses involved with the disposition of the Dental Pulp Stem Cells in accordance with Client's instructions. If Client fails to comply with its obligations in Section 6 above, NDPL reserves the right to retain the entire Long-Term Service fee. Except as explicitly provided herein, fees paid by Client are not refundable.

9. No Warranty

Client acknowledges that neither NDPL nor any of its officers, directors, shareholders, executives, employees, agents (including without limitation marketing agents), representatives, consultants, or affiliates has made nor makes herein any representations or warranties to Client, express or implied, of any kind or nature, including, without limiting the generality of the foregoing, any representations or warranties with respect to (i) suitability of Dental Pulp Stem Cells for future treatment of diseases; (ii) successful treatment of diseases through Dental Pulp Stem Cells transplantation; (iii) advantages of Dental Pulp Stem Cells transplantation over other types of treatment using stem cells; or (iv) successful preservation of Dental Pulp Stem Cells through cryopreservation.

10. Indemnification

Client agrees to indemnify, defend and hold harmless NDPL and its affiliates, including without limitation its processing laboratory at New England Cryogenic Center, Inc., and their respective shareholders, directors, officers, employees, agents (including without limitation marketing agents), and other representatives from and against any and all claims, liabilities, losses, costs and expenses (including without limitation attorney's fees), damages, settlements, and judgments arising out of or related to the services actually or allegedly provided or not provided under this Agreement and claims concerning rights in and to the Dental Pulp Stem Cells, its transportation, and its disposition. Client further acknowledges that NDPL is not responsible for the actions of others including dentist and/or health care professional, the hospital, medical, or dental facility, staff of the hospital, medical, or dental facility, laboratory staff, and transporters of the Dental Pulp Stem Cells.

Notwithstanding anything that might be construed to the contrary in this Agreement, under no circumstances will NDPL and its affiliates and their respective shareholders, directors, officers, employees, agents (including without limitation marketing agents) and other representatives be liable to Client, Child or any third persons for indirect, special, punitive, consequential or incidental damages. Notwithstanding anything that may be construed to the contrary herein, the maximum amount of all liability hereunder or with respect to the actions or omissions of NDPL, its affiliates or such other persons, under any and all circumstances will be the amount paid by Client to NDPL hereunder.

11. Delivery Time Frame

Client agrees to use all reasonable efforts to deliver the Dental Pulp Stem Cells to NDPL's laboratory in Marlborough, MA, as quickly as possible.

12. Preparation, Transfer, and Shipment

If the stem cells from the Dental Pulp in storage are needed for treatment, Client will provide timely written notice to NDPL. The notice will include the name and address of the physician and hospital receiving the Dental Pulp Stem Cells and such other information as NDPL may require for the transfer of the Dental Pulp Stem Cells. Client will also need to provide NDPL with an authorization by the treating physician for release of the stem cells for transplantation. Client will pay all costs related to the preparation and shipment of the Dental Pulp Stem Cells prior to NDPL's shipment thereof.

13. Assignment

NDPL's obligations hereunder or the entire Agreement may be delegated or assigned by NDPL to any business proprietor, association, partnership, corporation, or other form of business entity that is either providing a similar service or intends subsequent to such assignment to provide a similar service. In connection therewith, NDPL reserves the right to transfer the Dental Pulp Stem Cells, without cost to Client, to a storage facility maintained by or for such business entity.

14. Notices

All notices and other communications between the parties will be in writing and deemed effective when received, provided that NDPL will be entitled to rely upon the last address provided by Client. Notwithstanding the foregoing, NDPL's notices to Client will be deemed effective three (3) business days after mailing or delivery to a courier with a label for such last address.

15. Force Majeure

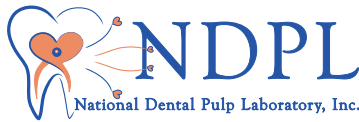
NDPL will be excused from performance hereunder without liability of any kind to Client or any third party during any period of time in which an event of force majeure has occurred, including without limitation, natural disasters, strikes, acts of God, war, non-temporary power failures, terrorist attacks and government regulations.

16. Miscellaneous

This Agreement represents the entire agreement between the parties concerning the subject matter hereof and supersedes all other understandings, agreements, or representations. This Agreement will be binding upon the parties and their respective heirs, spouses, executors, administrators, agents, representatives, successors, and assigns, shareholders, directors, officers, and employees (including without limitation, the Child and its legal representatives). The Agreement is an instrument under seal and will be construed in accordance with the laws of the Commonwealth of Massachusetts, without application of its principles of conflicts of laws. In the event of any litigation concerning this Agreement, Client consents to the jurisdiction of the courts located in such Commonwealth and personal service will be deemed effective if made in accordance with the rules of such courts. If any provision of this Agreement is deemed unenforceable, the remaining provisions hereof will nevertheless be fully enforceable in accordance with their terms. This Agreement may be executed in counterparts.

17. Signatures

Signatures to this Informed Consent appear at the end of Section 3 (Medical and Health Profile) on page 6 below.



Section 3 – Medical Profile
Sign and return this page to NDPL

A Medical Health Profile is required by regulatory agencies. Please complete the information below to the best of your knowledge.

If Scheduled Extraction, Date: _____ Time: _____

Clients (Patient) Full Legal Name (Last, First, Middle)			Date of Birth
Street Address		City	State
			Zip
Home Phone	Work Phone	Cell Phone	Email

Parent/Legal Guardian Name (Last, First, Middle)			Date of Birth
Street Address		City	State
			Zip
Home Phone	Work Phone	Cell Phone	Email

Additional Parent/Guardian Name (Last, First, Middle)			Date of Birth
Street Address		City	State
			Zip
Home Phone	Work Phone	Cell Phone	Email

Dentist/Surgeon Name	Dentist/Surgeon Phone	Dentist/Surgeon Fax	
Dentist/Surgeon Address		City	State
			Zip

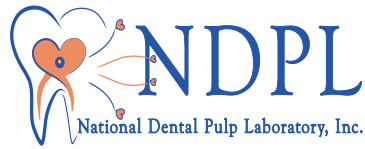
Acknowledgement of Terms and Conditions

I have read the Informed Consent (Section 1), Client Service Agreement (Section 2), and completed the Medical Profile (Section 3). All of my questions regarding the service have been answered to my satisfaction. I agree to the terms and conditions set forth in the aforementioned documents.

Signature of Client

Date

Signature of Parent/Legal Guardian	Date	<input type="checkbox"/> Your NDPL Customer Care Representative:
How did you hear about National Dental Pulp Laboratory, Inc.?		
<input type="checkbox"/> NDPL Client	<input type="checkbox"/> Received Brochure in Mail	<input type="checkbox"/> E-mail Promotion
<input type="checkbox"/> Friend / Relative	<input type="checkbox"/> Search Engine / Internet	<input type="checkbox"/> Tradeshow
<input type="checkbox"/> Dentist	<input type="checkbox"/> Brochure in Dentist's Office	<input type="checkbox"/> Advertisement



ASSIGNMENT IN CASE OF DEATH

In the event of my (client's) death, or if I am rendered incapable of making any conscious decisions, am rendered mentally incompetent, I, the client, transfer control of all my specimens as indicated below:

- Given to my legal spouse (indicate name and address)*

Name (Last, First, Middle)		
Address		
City	State	Zip

- Be destroyed

- Be given to the control of (Indicate name and address) *

Name (Last, First, Middle)		
Address		
City	State	Zip

*I understand that the use of these specimens may be limited to autologous use only and that if I assign my specimen to someone else, they may not be usable for that person or anyone else.



Fax Cover Page

Fax to: 508-305-2531

Date:

Page(s):

To: National Dental Pulp Laboratory, Inc

From:

Sender's
Phone:

Sender's
Fax:

Subject: NDPL Enrollment Documents

This facsimile contains privileged and confidential information intended for the use of the recipient named above. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify NDPL at 508-305-2531 and return the original facsimile to NDPL at 500 Donald J. Lynch Blvd., Marlborough, MA 01752 by U.S. Mail. This information has been disclosed to you from records whose confidentiality is protected by state and federal law. Any further disclosure of this information without the prior written consent of the person to whom it pertains may be prohibited.