

**CORD BLOOD STORAGE AGREEMENT
BETWEEN
CRYOBANKS INTERNATIONAL INDIA PRIVATE LIMITED
AND**

This Cord Blood Storage Agreement (hereinafter referred to as "Agreement") is entered into on this _____ day of _____ by and between:

- (i) **Cryobanks International India Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at F-2/7, Okhla Industrial Area, Phase-I, New Delhi-110020 (hereinafter referred to as the "Cryobanks", which term unless repugnant to the context shall include its successors in interest and permitted assigns) of the First Part; and
- (ii) **Mrs. _____**, wife of Mr. _____, resident of _____ (hereinafter referred to as "Client", which term unless repugnant to the context shall mean and include her successors in interest and permitted assigns) of the Second Part.

Cryobanks and the Client are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- A. Cryobanks is a company inter alia engaged in the business of collecting, processing and storing umbilical cord blood, isolate stem cells from such cord blood, make products from such cord blood and run a facility for the collection and cryopreservation of such cord blood at 129 Pace City -1, Sector-37, Gurgaon-122001
- B. The Client has agreed to store the Specimen (as defined below) with Cryobanks upon the terms and conditions set forth hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS

FOLLOWS:

I. DEFINITIONS AND INTERPRETATION

- 1.1 For purposes of this Agreement, the following expressions shall have the meanings set out below:
 - "**Agreement**" shall mean this Agreement together with all Schedules to this Agreement;
 - "**Specimen**" shall mean the stem cells obtained from the umbilical cord and/or placental blood collected at time of birth of the child of the Client.
 - "**Client**" shall mean Mrs. _____, wife of Mr. _____, resident of _____, who is the biological mother of the child.
 - "**Enrollment Date**" shall mean the date of execution of this Agreement.
 - "**Agreement Form**" shall mean the form duly filled in and submitted by the Client for the execution of this Agreement, in such form as may be specified by Cryobanks.
 - "**Storage Facility**" shall mean the cryopreservation facilities of Cryobanks, including the storage facility located at Gurgaon.
 - "**Physician**" shall mean the doctor / obstetrician / gynaecologist, engaged by the mother of the child during her antenatal period, who will be responsible for conducting the delivery of the baby .
- 1.2 Except where the context requires otherwise, this Agreement will be interpreted as follows:
 - (a) in this Agreement headings are for convenience only and shall not affect the interpretation of the covenants hereof.
 - (b) where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings.
 - (c) words importing the singular shall include plural and vice versa.
 - (d) reference to Recitals, Clauses and Schedules are to recitals, clauses and schedules of this Agreement.
 - (e) words denoting one gender include the other gender.
 - (f) any reference in this Agreement to a statutory provision includes that provision and any regulation made in pursuance thereof, as from time to time modified or re-enacted, whether before or after the date of this Agreement.

PURPOSE

Cryobanks International India Private Limited ,cord blood bank is intended to make the client's cord blood available primarily for future elective needs which cord blood technology at that time allows. The client's cord blood may also be made available, (upon written consent of the client), to relatives or other persons designated by the client. Current technology allows cord blood stem cells to be used as bone marrow stem cells. Although the probability of your baby needing stem cells is currently low, technology is evolving and the cord blood stem cells can only be collected at the time of birth.

COLLECTION

Cord blood will be collected by the client's physician, midwife, or nurse using methods approved by Cryobanks International India Private Limited's Medical Director. The cord blood will then be packaged for transportation, to Cryobanks International India Private Limited's processing and cryopreservation laboratory for processing and storage. Processing and storage is performed under strict laboratory conditions within 48 hours of delivery of your child to ensure the highest yield of stem cells possible. Your cord blood stem cells will be stored in the vapor phase of liquid nitrogen.

Sometimes, your physician may not be able to obtain more than 40 cc. of cord blood (currently the minimum useable amount). In this case you will be informed as early as possible and provided with the option to store the stem cells as investigation is currently proceeding in the growth of the stem cells outside of the body.

2. SERVICE TO BE PROVIDED BY CRYOBANKS

- 2.1 Subject to the terms and conditions of this Agreement, Cryobanks shall immediately on receipt of the Specimen conduct or cause to be conducted the following:
- (a) TESTING - A microbiological screen on the Specimen, and, a screen of the maternal non-Specimen (hereinafter referred to as "Maternal Blood") for Syphilis, Hepatitis B, Hepatitis C, HIV, Cytomegalo Virus (CMV), Human T-cell lymphotropic virus (HTLV) and Malaria.
 - (b) CRYO-PRESERVATION & STORAGE – The initial processing of the umbilical cord blood to separate and concentrate the stem cells, the preparation of the stem cells for freezing, and the freezing of the "cord blood" in liquid nitrogen. Maintaining the frozen "cord blood" in the vapor phase of liquid nitrogen.

3. RESPONSIBILITIES OF THE CLIENT

- 3.1 The Client hereby agrees and acknowledges that to enable Cryobanks to fulfill its obligations under the terms and conditions of this Agreement, to store the Specimen, the Client shall ensure compliance with the following:
- (1) Sign the cord blood storage agreement, the informed consent / release form as annexed to the Enrollment Form, the Physician consent and release form and also ensure that the physician signs the same and complete the health questionnaire as annexed to the Agreement Form to the best of his/her information, knowledge and belief.
 - (2) Sign the consent form for HIV and other infectious diseases testing. It is however clarified that all test results performed by Cryobanks shall be kept strictly confidential;
 - (3) The Client will provide the Maternal Blood Specimen to Cryobanks for testing.
 - (4) The client will authorize the collection of Cord Blood Specimen for testing, processing and storage after the birth of the child. The Parties mutually agree that the selection in regard to the physician / gynecologist / obstetrician, who will collect the Cord Blood and the Maternal Blood Specimen for and on behalf of the Client, and the payment for such services will be the sole responsibility of the Client and Cryobanks shall have no liability whatsoever in this respect.
 - (5) The Client shall keep Cryobanks informed of her address and any change thereto from time to time and also the delivery due date of the child.
 - (6) The Client may enter directly into such arrangement as may be deemed necessary by the Client with a courier company for delivery of the Specimen to Cryobanks, after delivery of the child, in accordance with the terms and conditions of this Agreement. The Client acknowledges that Cryobanks shall have no liability whatsoever to the Client, in the event of a default on part of the courier company in delivering the Specimen to Cryobanks. Cryobanks shall however for the benefit of the Client, inform the Client, of reputable courier companies who have expertise in carriage and delivery of the Specimen, however the discretion of appointment of the courier company shall solely rest with the Client.
 - (7) The Client shall immediately on delivery of the child notify Cryobanks of such birth and ensure that the courier company engaged directly by the Client or facilitated by Cryobanks, delivers the Specimen to the Storage Facility within 48 hours of delivery of the child. In the event, the courier company fails to deliver the Specimen to the Storage Facility in accordance with the terms of this Clause; Cryobanks shall have no liability, whatsoever, to the Client in this respect.
 - (8) Comply with all the terms and conditions of this Agreement and ensure timely payment of the prescribed fees to Cryobanks in accordance with the terms and conditions of this Agreement.

4. OPTIONAL PLANS FOR STORAGE AND PAYMENT OF FEES

- 4.1 The Client shall be entitled to choose from one of the following optional plans for storage of the Specimen by Cryobanks:

- (a) **One-Time Storage Plan**
 - (i) Under the One-time Storage Plan, the Client will have an option to store the Specimen for a continuous period of 21 years from the date of birth of the child. The fee payable by the Client under the One-Time Storage Plan will be as set out in Fee Schedule to this Agreement.
 - (iii) The fee for the One-Time Storage Plan shall include the fees payable for testing and processing of the Specimen, testing Maternal Blood and storage of the Specimen at the Storage Facility for the entire term of 21 years from the date of birth of the child. The additional services, which will be covered under the One-Time Storage Plan, will be the Testing and all supplies and disposables required for processing the Specimen.
- (b) **Easy Storage Plan**
 - (i) Under the Easy Storage Plan, the Client will have an option to store the Specimen for a continuous period of 21 years from the date of birth of the child. The fee payable by the Client under the Easy Storage Plan will be as set out in Fee Schedule of this Agreement.
 - (ii) The fee for the Easy Storage Plan shall include the fees payable for testing and processing of the Specimen, testing Maternal Blood and storage of the Specimen at the Storage Facility for the entire term of 21 years from the date of birth of the child. The additional services, which will be covered under the Easy Storage Plan, will be the Testing and all supplies and disposables required for processing the Specimen.
- (c) **Simple Storage Plans :**
 - (i) The initial term of this Agreement shall commence on the Enrollment Date and continue for a period of One year from the date of birth of the child. The Agreement will automatically renew for successive one year periods unless the Agreement terminates or expires in accordance with Clause 15 of this Agreement.
 - (ii) The fee payable by the Client under the Easy Storage Plan will be as set out in part "Fee Schedule" of this Agreement .
 - (iii) The fee for the Easy Storage Plan shall include the fees payable for testing and processing of the Specimen and testing Maternal Blood and courier charges (hereinafter referred to as "Initial Fee"). The services, which will be additionally covered under the Initial Fee, will be the Testing and all supplies and disposables required for processing the Specimen. It is however clarified that the Initial Fee does not include any costs relating to any confirmatory testing performed by another service for confirmation of infectious diseases.
 - (iv) In addition to the Initial Fee, the Client shall also be liable to pay a fixed annual storage fee, as specified in Fee Schedule hereto, for storage of the Specimen at the Storage Facility.
 - (v) The Parties mutually agree that for a delay of more than 30 days in payment of the fees specified in this Clause 4.1(c) of this Agreement, the Client shall be liable to pay Cryobanks a 15% late fee, calculated on the amount outstanding from the Client, which amount shall be chargeable by Cryobanks on any invoice issued by Cryobanks on the Client for payment of the annual storage fees, specified in Clause 4.1(c) (iv) above.
- 4.2 The Parties mutually agree that in the event of the Specimen being insufficient / unfit for processing, the processing and storage fee paid by the Client under the terms and conditions of this Agreement shall be refunded by Cryobanks to the Client, and in case the Specimen is found to be unfit for storage, the storage component will be refunded. In either case the Specimen will be destroyed by Cryobanks with prior intimation to the Client.

5. STORAGE TERMS

- 5.1 The Parties mutually agree that the Specimen shall be stored by Cryobanks International India P Ltd. strictly in accordance with the following terms and conditions:
 - (i) The Specimen will initially be stored at the Storage Facility located at Gurgaon. It is however clarified that Cryobanks shall have the right to relocate the Specimen or a portion thereof to another Storage Facility Unit located anywhere within India. If the Specimen is relocated to another Storage Facility, Cryobanks will intimate the Client within 14 days of such relocation.
 - (ii) The Specimen will be stored in the Storage Facility as long as all fees payable by the Client under the terms and conditions of this Agreement have been paid in a timely manner and strictly in accordance with the terms and conditions of this Agreement and the Enrollment Form.

6. INFORMED CONSENT OF CLIENT FOR INFECTIOUS DISEASE TESTING

- 6.1 The Client hereby acknowledges that by executing this Agreement and the informed consent form to HIV testing, in accordance with Clause 3.1 above, the Client hereby grants her consent to Cryobanks to perform the

- Testing, or to have another entity engaged by Cryobanks to perform the Testing, on the Specimen and/or Maternal Blood.
- 6.2 If any of the Testing results are positive, the results will be made available to the Client. If the HIV screening test is positive, a test will be required to be performed to confirm the result. If the positive test results of the HIV screening are confirmed, the Client hereby gives her consent to Cryobanks to provide these results to the Client's physician indicated in the Agreement Form. In the event of laws requiring the disclosure of the results to any authority, the Client is deemed to have given consent for such an eventuality.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Client hereby represents and warrants to Cryobanks as follows:
- (i) The Client warrants that she has full power and authority to carry out the actions contemplated under this Agreement;
 - (ii) The Client is carrying the child for whom the Specimen will be preserved;
 - (iii) The decision to collect the Specimen and Maternal Blood, test the Specimen and Maternal Blood, and process and store the Specimen is completely voluntary act on the part of Client;
 - (iv) The Client has discussed with a competent medical professional, other than an employee or agent of Cryobanks, regarding the collection of the Specimen and the preservation and possible future use of the Specimen, including the possible risks, if any, associated with the aforesaid; and
 - (v) The Client has disclosed all relevant information to the best of her knowledge, information and belief to Cryobanks.

8. ASSUMPTION OF RISK

- 8.1 The Client acknowledges that she has been fully informed of, accepts and agrees to the conditions, risks, limitations and costs of processing, testing and storage of the Specimen set forth in this Agreement and the Schedules hereto.
- 8.2 The Client acknowledges that her child may never need to use the Specimen and that the Specimen may not be utilizable.

9. RIGHTS TO SPECIMEN

- 9.1 If the only parent / legal guardian of the child is the Client, except as expressly provided herein, such person shall be solely liable for all of the obligations and shall have all of the rights of Client hereunder, including control of the Specimen. If more than one parent/legal guardian of the Child are the Client under this Agreement, except as expressly provided herein, each shall be jointly and severally liable hereunder and the rights hereunder shall be held by such parents/legal guardians jointly, including control of the Specimen. The exercise of any rights hereunder, or the amendment of any of the rights to or control over the Specimen hereunder shall require prior written notice to Cryobanks signed by each Client.
- 9.2 Notwithstanding the foregoing, any blood components (including but not limited to plasma and/or red blood cells) that remain after processing of the Specimen and that are not being cryopreserved may be disposed by Cryobanks at its sole discretion. It is however clarified that Cryobanks shall not use these blood components in any other manner.
- 9.3 If this Agreement is terminated by Cryobanks in accordance with Clause 15.1 (iii) hereof or the term of this Agreement expires, and Client has not submitted to Cryobanks a request for renewal, with prepayment for retrieval of the Specimen, or Client relinquishes all rights in and to the Specimen and waives all claims to the Specimen, Cryobanks shall have the right, in its sole discretion, to utilize, donate for transplant or research or dispose of the Specimen.
- 9.4 Upon the child reaching the age of majority and if this Agreement is still in effect, Cryobanks shall recognize any claims made by the child for the Specimen. If the Client chose the Standard or the Easy Storage Plan or One Time Plan at the time of enrollment, the child and/or Client may continue to make payments of the fixed annual storage fee to Cryobanks to continue storing the Specimen at the Storage Facility. If the Client chose the One-Time Storage Plan, the Client or child shall be required to notify Cryobanks in writing that he/she desires to continue storing the Specimen at the Storage Facility and, if so, the Client or child shall be required to immediately make payment of the annual storage fee, as may be applicable at such point of time.

10. RETRIEVAL OF SPECIMEN

- 10.1 The Cryobanks will make all efforts to make the Specimen stored pursuant to this Agreement ready for access or delivery during regular business hours on the same day after receipt of a written request from the Client. The written request must be signed by the Client and must provide the name of the medical professional to whom the Specimen is to be delivered and the date of delivery to be effected. Cryobanks shall not charge fee for retrieving the Specimen from the Storage Facility. However, the Client shall be required to pay all third party charges for transportation and delivery of the Specimen to the destination designated by the Client.

11. NO WARRANTY OR GUARANTY

- 11.1 The Client acknowledges that neither Cryobanks nor any of its directors, representatives, officers, employees, consultants and agents have made any representations, guarantees or warranties, express or implied, to Client of any kind or nature, other than as disclosed herein.
- 11.2 The Client hereby acknowledges that there is no guarantee as to the success of treatment or that the Specimen will be usable or appropriate treatment for any potential disease or disorder, which may occur in the future. The Client also acknowledges that there is no guarantee that treatment with the Specimen will be the most appropriate treatment for any condition, which arises and that there may be more recently developed modalities in the future which may be more advantageous.
- 11.3 Cryobanks expressly disclaims any liability if the personnel i.e. physician / gynecologist / obstetrician selected by the Client are unable to collect the Maternal Blood or Specimen or if such personnel are unable to collect a sufficient volume of Specimen for processing, storage, subsequent transplantation or for any other purpose. Cryobanks does not perform any medical services, give any medical advice, or otherwise perform any other function other than those expressly provided for herein and Cryobanks expressly disclaims any responsibility to provide any other services other than as specifically provided under the terms and conditions of this Agreement.

12. LIMITATION OF LIABILITY

- 12.1 The Client agrees and acknowledges that during the basic collection of the Specimen, the Client's physician / gynecologist / obstetrician will be using a blood collection system and collection equipment made by outside third party suppliers and transportation systems from outside third party suppliers and that the Specimen collection will be performed by the Client's attending physician or physician's designee, and the amount of Specimen collected may be variable and cannot be predicted. The Client further acknowledges that there may arise circumstances, which are beyond Cryobanks control, which preclude the drawing of the Specimen or circumstances on blood testing results, which preclude the storing of the Specimen. It is agreed mutually between the Parties that in all such cases, as mentioned above, Cryobanks liability to the Client will be limited to the refund which shall be payable by Cryobanks in accordance with Clause 4.2 of this Agreement.
- 12.2 Cryobanks does not guarantee against any possible loss, deterioration of all or any part of the Specimen for any reason, including, without limitation, as a result of circumstances not due to any fault on the part of Cryobanks.
- 12.3 Cryobanks shall not be liable for anything beyond its direct control including but not limited to loss by a carrier, contamination in shipment, accidents in shipments, misuse, untimely use, contamination at other third party premises, incorrect preparation at other third party premises, loss of Specimen due to non-utilization after thawing, or other acts or conditions that prevent Cryobanks from complying with its undertakings under this Agreement. Cryobanks shall not be liable for any incidental or consequential damages whatsoever resulting from the loss of the Specimen to the Client.

13. FORCE MAJEURE

- 13.1 If either party ("Affected Party") is prevented from performing its obligation under this Agreement from causes which are beyond its reasonable control, such as, but not limited to, strikes, labour controversies, fires, Acts of God or elements, embargoes or governmental orders or restrictions, the Affected Party shall be excused for non-performance of its obligation during the period such cause continues to exist, but if such cause continues to exist and prevents performance by the Affected Party of its obligation for more than 45 days, the other Party shall have the right to forthwith terminate this Agreement effective upon delivery to the Affected Party of written notice of such termination.

14. INDEMNITY TO HOLD HARMLESS

- 14.1 The Client agrees that the person(s) for whose benefit the Specimen is being stored, or to whom it will be later provided, shall at all times and for all purposes be deemed to be bound by the provisions of this Agreement. The Client hereby indemnifies and agrees to hold harmless Cryobanks, its directors, representatives, officers, employees, consultants, agents, shareholders, affiliates from any and all claims, liabilities, demands and causes of action asserted against Cryobanks by such person(s).

15. TERMINATION:

- 15.1 The Parties mutually agree that this Agreement may be terminated by:
- (i) the Client at any time prior to the collection of the Specimen;
 - (ii) Cryobanks if it has exercised its right to refuse storage of the Specimen for any reason whatsoever;
 - (iii) Cryobanks, if any payment due to Cryobanks from the Client under the terms and conditions of this Agreement or the Enrollment Form has not been timely paid and such failure to pay is not cured by the Client within 14 days of receipt of notice from Cryobanks in this respect;
 - (iv) mutual agreement of the Parties; or
 - (v) either Party upon serving a prior written notice of 60 days on the other Party concerned.

- 15.2 The Parties mutually agree that if this Agreement is terminated by the Client for any reason whatsoever, the Client shall not be entitled to receive any refunds of any amounts whatsoever, paid by the Client to Cryobanks, prior to the termination, in accordance with the terms and conditions of this Agreement.
- 15.3 In the event this Agreement is terminated by Cryobanks in accordance with Clause 15.1 of this Agreement:
- (i) the enrollment fee paid by the Client to Cryobanks in accordance with the terms and conditions of this Agreement shall not be refunded;
 - (ii) the processing fee paid by the Client in accordance with the terms and conditions of this Agreement shall not be refunded, if the Agreement is terminated after processing has been completed by Cryobanks, otherwise the processing fee received by Cryobanks shall be refunded to the Client;
 - (iii) the storage fee for the unused portion of the One-Time Storage Plan, if such plan has been availed of by the Client shall be refunded by Cryobanks to the Client.
- 15.4 Upon termination of this Agreement in accordance with the provision of Clause 15.1 above, the Client hereby agrees and confirms and releases all rights and waives all claims against Cryobanks including its directors, representatives, officers, employees, consultants, agents, shareholders, affiliates in relation to this Agreement, the services hereunder and the Specimen, and agrees that Cryobanks shall have no liability whatsoever to the Client or with regard to the Specimen after termination of this Agreement.
- 15.5 Upon termination of the agreement due to the client's desire the client will not be entitled to any refund. The client may specify in writing the disposition of cord blood and bears any associated costs; if the client fails to specify the disposition or if the client is in default in payment, Cryobanks shall retain all rights to the specimen.
- 16. CONFIDENTIALITY; CONSENT TO RELEASE**
- 16.1 Cryobanks shall use best efforts to maintain strict confidentiality of the information provided by the Client under the terms and conditions of this Agreement, except as may be required to be disclosed under law or as may be permitted under the terms and conditions of this Agreement.
- 16.2 The Client hereby agrees to the release of information by Cryobanks with regard to such person or the child and related to the services performed by Cryobanks hereunder, to the hospital, laboratory or physician providing services to the Client or, if different, the biological mother of the Child.
- 17. MULTIPLE BIRTHS**
- 17.1 In the event of multiple births, if Client desires to engage Cryobanks to process, cryopreserve and store the cord blood for each child, the Client shall check the appropriate box on the Enrollment Form, also executed by the Client and resubmit the Enrollment Form to Cryobanks. The collection, processing and storage of cord blood for each such child shall be subject to the terms and conditions of this Agreement.
- 18. NOTICES**
- 18.1 Any notice pursuant to this Agreement shall be in writing signed by (or by some person duly authorised by) the person giving it and may be served by leaving it or sending it by facsimile, prepaid recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified in accordance with this Clause):
- If to the Client:**
Address given in the agreement form duly signed by the client or any change of address thereafter notified to Cryobanks]
- If to Cryobanks:**
At : 129 Pace City-1, Sector-37, Gurgaon-122001.,
facsimile: 91 124 4370257
- 18.2 All notices given in accordance with Clause 18.1 shall be deemed to have been served as follows:
- (a) if delivered by hand, at the time of delivery;
 - (b) if posted, at the expiration of 6 (six) days after the envelope containing the same was delivered into the custody of the postal authorities; and
 - (c) if communicated by facsimile, on receipt of confirmation of successful transmission.
- 18.3 All notices communicated by facsimile shall be followed by a copy thereof being sent by post to the notices.
- 19. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION**
- 19.1 In the event any dispute arises between the Parties out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 days, gives a notice to this effect, to the other party in writing.
- 19.2 In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the Parties. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Gurgaon, Haryana.
- 19.3 The Parties submit to the jurisdiction of the Courts of Gurgaon, Haryana.
- 19.4 This Agreement shall be interpreted in accordance with Indian law.

- 20. SEVERABILITY OF PROVISIONS**
20.1 The invalidity or unenforceability of any term, phrase, Clause, paragraph, restriction, covenant, agreement or other provisions hereof shall in no way affect the validity or enforcement of any other provision, or any part thereof.
- 21. CAPTIONS**
21.1 The captions and titles in this Agreement are for the convenience of reference only, and shall not be deemed to define or limit any of the terms, conditions, or provisions of this Agreement.
- 22. BINDING EFFECT AND INVALIDITY**
22.1 All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and assigns of the Parties.
22.2 The Parties agree that if any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. Notwithstanding the foregoing, the Parties to this Agreement shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.
- 23. ENTIRE AGREEMENT**
23.1 This Agreement sets forth the entire Agreement and understanding between the Parties in connection with the subject matter hereof and no Party has relied on any representation of any other save for any representation expressly set out herein.
- 24. PREVIOUS AGREEMENTS**
24.1 This Agreement constitutes the entire agreement and supersedes any previous agreements between the Parties whether oral or in writing regarding the subject matter hereof.
- 25. COSTS**
25.1 Each of the Parties costs and expenses incurred in the negotiation, preparation, execution and implementation of this Agreement shall be borne and paid by such Party.
- 26. NO PARTNERSHIP OR AGENCY**
26.1 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any party the agent of any other party for any purpose or entitle any party to commit or bind any other party in any manner or give rise to fiduciary duties by one party in favour of any other.
- 27. NO RELIANCE**
27.1 Each of the Parties agrees and acknowledges that in entering into this Agreement it is not relying on any representations, warranty or statement made by or on behalf of any other party, whether orally or in writing, unless the same is expressly set out herein.
- 28. ASSIGNMENT**
28.1 Cryobanks shall have the right to assign or transfer its rights and obligations under this Agreement to any of its nominees, affiliates or subsidiaries or related entities. Any such assignment made by Cryobanks shall be binding on the Client.
- 29. WAIVER OF RIGHTS**
29.1 No waiver by a Party of a failure or failure by any other party to this Agreement to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any other or further failure whether of a like or different character.
- 30. AMENDMENTS**
30.1 This Agreement may be amended only by an instrument in writing signed by duly authorised representatives of each party to this Agreement.
- 31. COUNTERPARTS**
31.1 This Agreement may be entered into in two or more counterparts each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE
HEREINABOVE FIRST MENTIONED.

ACCEPTED BY CLIENT:

SIGNED AND DELIVERED BY _____
Signature of expectant mother

Name of mother
Date: _____

Witness: _____
Signature

Name

ACCEPTED BY CRYOBANKS:

SIGNED AND DELIVERED BY CRYOBANKS INTERNATIONAL INDIA PRIVATE LIMITED

Signature

Name

Title: _____

Date: _____

Witness: _____
Signature

Name