

## Services Agreement

This agreement is made as of November 15, 2013, between StemExpress, a limited liability company, and Cedar River Clinics (CEDAR RIVER CLINICS), a professional corporation.

WHEREAS, StemExpress is a company devoted to providing services related to the procurement of human organs, tissues, and blood for medical research in order to facilitate medical research utilizing those tissues; and

WHEREAS, CEDAR RIVER CLINICS provides medical services, education programs, and advocacy initiatives in order to improve people's lives;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, and in order to further their mutual goals, the parties agree as follows:

1. The term "fetal organ" has the same meaning as the term defined in the National Organ Transplant Act (42 U.S.C.A. 274e(c)(1)) and means the human kidney, liver, heart, lung, pancreas, bone marrow, cornea, eye, bone, and skin or any subpart thereof and any other human organ or any subpart thereof, as from a fetus.
2. The term "product of conception" ("POC") means any fetal organ or other fetal or placental material taken from the human uterus during an abortion.
3. The term "maternal blood" means a blood sample taken from a pregnant woman.
4. The term "human blood" means blood sample taken from a healthy non-pregnant human.
5. CEDAR RIVER CLINICS will provide, and StemExpress will pay the reasonable costs for, services, and facilities at mutually agreed upon health centers (hereinafter collectively referred to as "services") associated with the following: the removal of fetal organs from POCs; the processing, preservation, quality control, and transportation of the fetal organs; appropriate space in which StemExpress representatives and employees may work; disposal services for non-used portions of cadaveric materials; obtaining human and maternal blood; seeking consent for donation of fetal organs and maternal blood from appropriate donors; patient gift cards distributed for blood samples; and maintaining records of such consents so that verification of consent can be supported.
6. StemExpress will pay CEDAR RIVER CLINICS for medical supplies purchased by CEDAR RIVER CLINICS associated with the services of this agreement.
7. StemExpress will pay CEDAR RIVER CLINICS the reasonable cost associated with the services specified in this Agreement in accordance with the agreed upon procurement fee schedule (see exhibit A). If StemExpress staff is onsite to physically provide services, then there would be an agreed upon cost adjustment for those services provided by StemExpress. CEDAR RIVER CLINICS will invoice StemExpress monthly for the number of fetal organs, POC, and blood samples collected. StemExpress will pay CEDAR RIVER CLINICS within thirty (30) days of the invoice date.
8. Confidential proprietary and/or Protected Health Information (PHI) shared between StemExpress and CEDAR RIVER CLINICS shall be privileged and protected in accordance with the HIPAA BUSINESS ASSOCIATE AGREEMENT (see exhibit B). In addition and in accordance with the ethical

principles and guidelines for research involving human subjects, patient identity of donors shall not be shared with StemExpress except as necessary to obtain patients' informed consent for the use of POCs and blood.

9. Written notices pursuant to this Agreement shall be sent to the following:

██████████ Director of Operations

██████████ CEO

Cedar River Clinics

StemExpress

████████████████████  
████████████████████  
████████████████████

████████████████████  
████████████████████

10. The parties do not know how many patients will consent to donate POCs or blood for research, and thus do not know how many POCs or blood samples will be obtained pursuant to this Agreement. CEDAR RIVER CLINICS is not obligated to provide any minimum number of POCs or blood samples. StemExpress is not obligated to take any minimum number of POCs or blood samples, nor is StemExpress obligated to take all the POCs or blood samples made available by CEDAR RIVER CLINICS.

11. The parties mutually agree to defend, protect, and hold harmless each other's officers, directors, agents, employees, and consultants from and against any and all expenses, liabilities, demands or claims for loss or damage to property, or for personal injury or death suffered as a result of any actions by the parties in the performance of the Agreement and attributable to the fault or negligence of the parties or their respective officers, directors, agents, employees, or consultants.

12. No modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party charged with such waiver or modification. Waiver of any breach or default shall not constitute a waiver of any other right hereunder, or any subsequent breach or default.

13. This Agreement constitutes the entire agreement between the parties.

14. This Agreement shall be governed by and interpreted under the laws of the State of California, and venue for any dispute arising hereunder shall be in the County of Sacramento.

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16. The prevailing party in any action to enforce the terms of the Agreement shall be entitled to reimbursement by the other party for all costs, including the reasonable attorney fees and professional fees, incurred in connection with such proceeding.

17. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date written above.

Stem Express, LLC

Cedar River Clinics

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CEO

Title: \_\_\_\_\_

Director Of Operations

**Exhibit A**

**PROCUREMENT FEE SCHEDULE**

The reasonable cost associated with the services specified in the Service Agreement between StemExpress and Cedar River Clinics, if collected solely by Cedar River Clinics staff, shall be as follows:

Maternal and/or human blood donations (10-60ml)	\$50
Fetal Tissue per organ/component donations (i.e. heart, lung, skin, placental)	\$75 (i.e. 1- heart + 1 lung + 1 skin + placental tissue = 4 organs x \$75 = \$300)
Fetal Tissue with IDS Blood Sample	\$125
Patient Gift Cards distributed to blood donors (\$25)	Face Value
Maternal Blood and Tissue Kits	\$125
Fetal Aneuploidy Blood Sample by Classification as Defined*	
FIA	\$100
FIB	\$200
FIC	\$300
FID	\$400

StemExpress, LLC

Cedar River Clinics

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: ██████████ \_\_\_\_\_

Name: ██████████ \_\_\_\_\_

Title: CEO \_\_\_\_\_

Title: Director Of Operations \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\* See attached definition page

Exhibit A

PROCUREMENT FEE SCHEDULE

The reasonable cost associated with the services specified in the Service Agreement between StemExpress and Cedar River Clinics, if collected solely by Cedar River Clinics staff, shall be as follows:

Maternal and/or human blood donations (10-60ml)	\$50
Fetal Tissue per organ/component donations (i.e. heart, lung, skin, placental)	\$75 (i.e. 1 heart + 1 lung + 1 skin + placental tissue = 4 organs x \$75 = \$300)
Patient Gift Cards distributed to blood donors (\$25)	Face Value

StemExpress, LLC

Cedar River Clinics

By: [Redacted]

By: [Redacted]

Name: [Redacted]

Name: [Redacted]

Title: CEO

Title: Director Of Operations

Date: November 11<sup>th</sup> 2013

Date: \_\_\_\_\_