



Thank you for requesting this registration pack from Store My Tumor, the leading provider of Specimen preservation and coordination services.

**Please carefully review the information provided in this package, complete, sign and return to us. Please either scan and e-mail the completed and signed registration forms (ALL PAGES please) to [cs@storemytumor.com](mailto:cs@storemytumor.com)**

Kind Regards,  
Store My Tumor Team  
+1-267-702-5501  
[cs@StoreMyTumor.com](mailto:cs@StoreMyTumor.com)

## **FORM 1 - LOGISTICS INSTRUCTIONS**

Patient Name: \_\_\_\_\_ Date Of Birth: \_\_\_\_\_

e-mail: \_\_\_\_\_ Phone nb. \_\_\_\_\_

Home Address: \_\_\_\_\_

### **Information on the Surgery**

Hospital Name: \_\_\_\_\_ Surgery Date: \_\_\_\_\_ Time: \_\_\_\_\_

Surgeon Name: \_\_\_\_\_ Surgeon e-mail: \_\_\_\_\_

Oncologist Name: \_\_\_\_\_ Oncologist e-mail: \_\_\_\_\_

*\* Please make sure that your oncologist's and surgeon's e-mails are included \**

### **Details on the Specimen to be collected**

Cancer Type: \_\_\_\_\_ Cancer Stage: \_\_\_\_\_

Date of first diagnosis: \_\_\_\_\_ ☐ Recurrent ☐ Newly diagnosed

Tumor Type: ☐ Solid Tumor ☐ Fluid Tumor ☐ Solid & Fluid

If solid, size: ☐ biopsy ☐ ~sugar cube ☐ ~golf ball or bigger

### **Address to Ship the Specimen Transport Kit**

*It is recommended that you request the collection kit shipped to your home.*

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

Street: \_\_\_\_\_

City, Zip: \_\_\_\_\_

Country: \_\_\_\_\_

e-mail: \_\_\_\_\_

Phone nb: \_\_\_\_\_

Once the Specimen collection kit is shipped, you will receive tracking notifications directly to your e-mail. The Kit will arrive with complete storage and handling instructions.

Signature: \_\_\_\_\_

Today's Date: \_\_\_\_\_

## FORM 2 - PRICING AND PAYMENT AUTHORIZATION FORM

### Pricing:

Collection kit and media:	€895
Processing & Cryo-preservation:	€5,950
Monthly storage:	€89/month
Shipping & Tracking:	Quoted after receiving your address

### Other Considerations (only as applicable):

- **Specimens processed on a holiday or on a weekend** (Saturday and Sunday) incur a €1,250 surcharge. This is because all specimens are processed on arrival, and will require special arrangements to process.
- **Digestion to cells** can be ordered anytime for additional €2,850. Digestion, or "single cells" are required for select trials (NOT all).
- **Emergency specimens received without an SMT approved transport kit** incur an additional one-time special handling and regulatory reporting fee of €850.
- **No specimens sent back for processing:** if a kit is mailed to Client and no Specimen is returned, Client is only charged for: the Collection kit and media, one way shipping, and an additional one-time service setup, that includes consultation, and coordination fee of €850.
- **Individually labeled vials are processed as individual specimens:** your surgical staff may label the vials sent to us differently reflecting their belief that there may be 2 different cancers and the specimens from each are to be handled, processed and stored individually. Since all specimens are processed on arrival, we will process them as 2 independent specimens and reduce the Processing & Cryo-preservation fee of the second specimen by 25%.
- **Kits cannot be returned or reused because of risks of contamination**

### Payment Authorization:

Credit Card #: \_\_\_\_\_ Exp Date: \_\_\_\_/\_\_\_\_  
(mm / yy)

Security Code: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

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

Name on Card: \_\_\_\_\_

**Fees are due once the specimen is received and processed.**

## **FORM 3 – CONSENT & SERVICE AGREEMENT**

I, the undersigned, Patient, legal guardian, or holder of valid Power of Attorney representing the Patient (referred to as "Client"), wish to engage Store My Tumor (referred to as "SMT") services to collect, process, cryopreserve and store human tissue and/or fluid and blood collectively referred to as "Specimen" under the following terms (this "Agreement"). This Agreement is entered into on the date this agreement is signed by the Client.

### **1. Service**

SMT provides Specimen-banking services including, collection, processing, cryopreservation and storage of Specimen obtained from surgery or biopsy. When possible, SMT provides to Client a kit for the collection and transportation of the Specimen obtained by Client at the time of surgery/operation (the "Kit"). Client will arrange for courier transport of Kit following collection. Upon receipt of the Kit from Client, SMT will process, and cryogenically store the Specimen until Client requests the Specimen or until the termination of this Service Agreement. SMT reserves the right not to process and/or store the Specimen if the Specimen is contaminated or for any reason SMT finds acceptable.

SMT does not provide medical advice, or directly offer diagnostics or treatments. SMT processes and cryopreserves the Specimen, and later takes instructions from the Client or Patient to transport parts of the Specimen to diagnostic labs or treatment centers. SMT reserves the right to refuse transfers to facilities deemed non-compliant with country laws and regulations.

### **2. Client Responsibilities**

Client is responsible for executing all documentation in this registration pack and returning the signed documents to SMT, as well as payment of all fees. Client shall inform the healthcare provider (physician/surgeon) of Client's decision to collect the Specimen. The Client shall arrange for qualified Personnel to collect, prepare and label the Specimen for transportation back to SMT facilities. Client understands that the selection of the qualified personnel, and any associated payment, is the Client's sole responsibility. SMT may assist in explaining the service to the qualified Personnel, but is not responsible and does not cover any fees that healthcare providers may charge for the collection of the Specimen.

Client agrees to give SMT authorization to test the Specimen for infectious diseases (HIV, Hep B /C, & HTLV), at its, or its affiliates', facilities and agrees to the release of test results to Client and an identified physician/surgeon when required by law.

### **3. Release of Liability During the Collection**

Consent is hereby granted to the professionals attending the Specimen surgery/operation to perform this collection. Client acknowledges that complications may occur during surgery/operation and could prevent or impede the collection of the Specimen or cause the medical professionals to collect an inadequate sample. The undersigned further acknowledges that medical judgment, with the best interest of the Patient in mind, could totally prevent the collection. Client releases and discharges all SMT and hospital/clinic staff from any liability for any and all loss, harm, damage or claim of any kind arising from or relating to the collection of, transport of, or processing of the Specimen. Furthermore, Client agrees to give up all rights to sue or otherwise seek monetary damages or other relief against SMT and hospital/clinic staff for any reason (as related to the collection or after).

### **4. Fees**

- (a) Transport Kits are not refundable because of potential mishandling and contamination.
- (b) SMT Processes all Specimens on arrival, and cannot refund Processing fees once processed. This is because SMT incurs the cost of processing Specimens regardless of the quality or volume of the specimen received, or whether the Specimen proves cancerous or not, or whether the Specimen yield a large number of cells or not, or whether the specimen is accepted and/or used by the desired final application.
- (c) Storage Fees will be billed automatically on the beginning of the month. Monthly Fees cannot be pro-rated or refunded. A Client may opt out and stop storage anytime, but must do this in writing.

### **5. Storage Location**

SMT reserves the right to relocate Specimens to any location of choice without informing the Patient.

Signature:

## **6. Representations and Warranties of Client**

Client represents and warrants that (a) he/she is the Patient or the parent or legal guardian of the Patient; (b) Client has had the opportunity to consult Client's own legal counsel to review this Agreement and related forms and Client has carefully read and understands all of the terms of this Agreement; (c) the decision to collect the Specimen, to process and to store the Specimen is a completely voluntary act of Client; (d) Client has discussed this Agreement with a competent medical professional, who is not an employee or agent of SMT; and (e) Client understands the risks related to collection, preservation and possible future use of the Specimen.

## **7. Assumption of Risk by Client**

Client acknowledges that he/she has been fully informed of, accepts and agrees to the conditions, risks, limitations and costs of processing, and storage of the Specimen. Client also acknowledges that the Specimen may not be utilizable, yield sufficient cells, or be acceptable by some future centers for use. Client assumes all risks associated with the collection, preparation and delivery of the Specimen back to SMT. Client also acknowledges and agrees that the selected transport courier is not an agent of SMT and SMT is not liable for any deterioration, loss or destruction of the Specimen prior to receipt by SMT, and during any future transfer.

## **8. Authorization to Collect Medical Information**

By signing this agreement, the Client authorizes SMT to collect, receive, organize, analyze, store, and use all medical records and clinical data, which may include sensitive information such as cancer diagnoses, substance use, mental health treatment, HIV/AIDS status, reproductive health details, or other relevant medical data (collectively referred to as "Data"). This Data may include, but is not limited to, medical history, test results, diagnoses, medications, and treatments, and the Client authorizes SMT to release all or a part of the Data to any third party provider.

The Client acknowledges and agrees that: (i) Signing this Authorization is voluntary, and the authorization may be revoked in writing at any time. (ii) Once released, information may no longer be protected, and disclosures made prior to revocation cannot be undone. (iii) The Client has had the opportunity to ask questions, receive answers, and fully understands the implications of this authorization. (iv) SMT may receive compensation for sharing the Data. (v) The Client will not hold SMT liable for any real or perceived loss related to the information provided.

## **9. Rights to the Specimen and Data**

Client and Patient agree that SMT will have full ownership right and deed to the Specimen and the Data, and SMT awards the Client and Patient full and complete access and control to the Specimen and Data while this Agreement is valid, as per Section 12. If this Agreement is terminated in accordance with Section 12, both the Client and Patient relinquish all rights in and to the Specimen and Data, and any future discoveries that may result from this Specimen and Data, and waive all claims to the Specimen and Data. SMT shall have the sole and exclusive right to own and utilize the Specimen and Data for ANY and all purposes, including but not limited to, any research (in the USA, internal, external, international, or any other), cell line creation, any innovations and discoveries, commercial purposes, sale, or disposition of the Specimen and Data at its complete discretion, and for the exercise of which it shall be liable to no one.

## **10. Release, Transfer and Reprocessing**

(a) Release and Transfers: Client shall pay an additional release and transfer fee for any frozen transfers, starting from \$3,500 for USA to US destinations per transfer request. The actual cost estimate for transfer fees will depend on the complexity of the requested transfer in terms of logistics, courier fees, and coordination, and is higher than the initial estimate when shipped outside the USA. The transfer fees quoted herein do not include any re-processing such as digestion, if necessary. Transfer fees are in addition to the fees paid at the time of collection and storage, and Client shall be separately billed for such transfers. Payment for the transfer fees and any outstanding balance shall be made in full prior to execution of any transfer.

(b) Re-Processing: Solid Specimens may be preserved as tissue or single cells. SMT routinely preserves Solid Specimens as tissue, but for certain applications, digestion may be required. SMT offers digestion upon request for an additional cost.

## **11. Disclaimers**

Client acknowledges that neither SMT nor any of its officers, directors, shareholders, employees, agents, or consultants have made any representations, guarantees, warranties, or assurances, express or implied, regarding the success of the collection, transportation, testing, processing,

Signature:

cryopreservation, storage process, or use of the Specimen afterwards. Client further acknowledges and agrees to the following:

(a) SMT expressly disclaims any warranty or guaranty that the Specimen will ever be of therapeutic or of other value and expressly states potential uses may be experimental or innovative, despite some members of the medical community advocating the storing of Specimen to be available for use in potential medical advances.

(b) SMT expressly disclaims any warranty or guaranty that the specimen collected and/or preserved by SMT will be accepted by, will qualify for, or will be used by all or any clinical trial(s), diagnostic labs, or any investigational or clinical therapies that require Specimen. Such qualification and other requirements are not determined by SMT, and thus, SMT cannot guarantee conformance of Patient's Specimen for all applications.

(c) SMT expressly disclaims any warranty or guaranty that the collected Specimen will yield sufficient viable cells for use. Specimen volume is not an indicator of viable cell count yield, and there is no way to predict how many viable cells will result from a certain volume before processing.

(d) SMT expressly disclaims any liability if the personnel selected by Client are unable to collect the Specimen or if such personnel are unable to collect a sufficient volume of Specimen for testing, processing, and storage or subsequent use.

(e) Specimens are divided and preserved using different methods. SMT cannot guarantee that the staff who handle the specimens at the time of collection or processing will split Specimen in the exact formats requested by the client or SMT, and thus, SMT expressly disclaims any responsibility to dividing Specimen in any specific or requested way.

(f) SMT expressly disclaims any liability for damage to, or destruction or loss of, the Specimen by SMT or by the courier recommended by SMT.

(g) SMT does not perform medical services, give any clinical advice, or otherwise perform any functions other than those expressly indicated, and thus, SMT expressly disclaims any responsibility to provide any other services.

## **12. Termination of Agreement**

This Agreement terminates under the following circumstances: (a) SMT exercises its right to refuse the storage of the Specimen for any reason; or (b) by mutual agreement of both the Client and SMT; or (c) by either party upon providing three months prior written notice to the other party; or (d) if the Client fails to pay the monthly storage fee for three consecutive months (prior notice from SMT is not required); or (e) upon the death of the patient; or (f) if the Client's Account is not paid in a timely manner and the outstanding balance is not paid within 90 days of the payment due date.

The Client is responsible for ensuring that their account balance is zero at all times. All fees paid by the Client to SMT are non-refundable. Upon termination of this Agreement, the Client waives all claims and agrees that this Agreement shall be considered null and void, and SMT shall have no further liability to the Client.

## **13. Limitation of Liability**

This Agreement constitutes the entire understanding between SMT, Client, and the Patient, if different, and supersedes any prior oral or written agreements or understandings. Client acknowledges that SMT's liability for any loss, harm, damage, or claim arising from this Agreement or the services provided by SMT is limited to the return of all fees paid by Client to SMT. The parties acknowledge that in the event of a default by either party, the actual damages suffered by the other party will be difficult to ascertain with certainty. Therefore, the parties agree that the amount of the fees paid by Client represents a reasonable estimate of the damages likely to be suffered. Client also acknowledges that SMT shall not be liable for any punitive, special, incidental, consequential, or similar damages of any kind arising from this Agreement or the services provided by SMT. Client expressly waives any rights to such damages to the maximum extent permitted by law.

## **14. Force Majeure**

Client agrees that SMT shall not be liable for any loss, deterioration or destruction of all or any part of the Specimen resulting from causes or circumstances beyond SMT's reasonable control, including, but not limited to fire, explosions or power outages, natural disasters, terrorist acts or acts of war.

## **15. Indemnity and Hold Harmless**

Client indemnifies and holds SMT and their respective agents, employees, officers, directors, shareholders and affiliates (collectively, the "Indemnities") harmless from any and all claims, liabilities, demands and causes of action

Signature:

asserted against Indemnities by any person or entity, including any third-party beneficiary of this Agreement, Patient or Client.

#### **16. Governing Law and Arbitration**

This Agreement is governed by Maryland law. Subject to the compulsory arbitration provisions per below, any judicial proceedings brought against either SMT or Client under this Agreement will be brought in a court in Maryland. SMT and Client consent to the exclusive jurisdiction of the aforesaid courts, waive any objection to venue therein and irrevocably agree to be bound by any judgment rendered thereby. The prevailing party in any such proceeding will be entitled to an award of its attorney's fees, paralegal fees, costs and expenses incurred in such proceeding. SMT is also entitled to terminate this Agreement to the extent required by law without any liability or recourse to Client. SMT is entitled to modify its procedures and take actions needed to comply with changes in or new laws, regulations, standards and procedures, without liability or recourse to Client. All disputes arising out of or relating to this Agreement will be resolved by arbitration as provided in this Section. Client agrees that prior to arbitration, Client and SMT will attempt to resolve the dispute through good faith negotiations. If Client and SMT are unable to resolve a dispute, Client or SMT may pursue arbitration by sending a written demand for arbitration to the American Arbitration Association and to the other party. The arbitration will take place in Maryland unless Client and SMT otherwise agree. The Maryland Rules of Civil Procedure and Evidence will apply to the arbitration unless Client and SMT otherwise agree. All decisions of the arbitrator(s) are final, binding, and conclusive and arbitration constitutes the only method of resolving disputes to this Agreement. The fees of the arbitration shall be shared equally by SMT and Client.

#### **17. Non-Compete**

Client agrees not to directly or indirectly compete with the business of SMT and its successors and assignees during the period of this Agreement and for a period of 2 years following Termination and notwithstanding the reason for Termination. Client shall not start, own, manage, operate, or be employed by a business substantially similar to, or competitive with, the present business of SMT. Client acknowledges that SMT may, in reliance of this agreement, provide Client access to trade secrets, customers and other confidential data and good will. Client agrees to retain such information as confidential and not to use such information on his or her own behalf or disclose it to any third party during the period of this Agreement and for a period of 2 years following Termination and notwithstanding the reason for Termination.

#### **18. Assignment**

SMT may assign this Agreement to any individual or entity providing a similar service. If SMT is acquired by or merged with or into another company, SMT shall require that the terms of this Agreement continue in full force and effect.

#### **19. Infectious disease testing**

In order to participate in some cellular and tissue-based therapies (clinical trials), it may be necessary to test the Patient's blood for infectious diseases within 7 days prior to or following the collection of the Specimen. It is important to note that SMT does not conduct infectious disease testing and this is typically performed at hospitals. However, if the Patient wishes to ensure eligibility for all such therapies, they may request that their clinician order the following tests and provide the results to SMT: 1) HIV types 1 and 2, 2) Hepatitis B and C, 3) Treponema pallidum (Syphilis), 4) West Nile Virus, 5) HTLV types 1 and 2, and 6) CMV (Cytomegalovirus).

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Relationship to Patient (if not patient)

## FORM 4 - CLINICAL BACKGROUND

Please fill as much information as you can bellow.

Feel free to attach any clinical results such as imaging, pathology results, doctor's opinions, molecular profiling, etc..

The more information you send, the better...

### A) PATIENT PROFILE

Patient Name: \_\_\_\_\_ Date Of Birth: \_\_\_\_\_

☐ Male ☐ Female, Race: \_\_\_\_\_, Highest level of education: \_\_\_\_\_

Allergies: \_\_\_\_\_, Exercise (hours/week): \_\_\_\_\_

Tobacco: \_\_\_\_\_ # cigarettes/week \_\_\_\_\_ years, Alcohol (drinks/week): \_\_\_\_\_

Vegetarian: ☐ Yes ☐ No, Vegan: ☐ Yes ☐ No, Supplement use: ☐ Yes ☐ No

### B) PATHOLOGY FINDINGS

Cancer Type: \_\_\_\_\_ Cancer Stage: \_\_\_\_\_

Date of first diagnosis: \_\_\_\_\_ ☐ Recurrent ☐ Newly diagnosed

Lymph node status: \_\_\_\_\_

\*feel free to send a copy of the pathology report

### C) CLINICAL SUMMARY

Most patients have a summary of their case, please feel free to summarize your case below or to send as an attachment.

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### D) PRIOR SURGICAL HISTORY

DATE OF SURGERY (mm/dd/yyyy)	REASON AND TYPE OF SURGERY	NAME OF SURGEON AND PLACE SURGERY WAS PERFORMED

### E) TREATMENT HISTORY (IMPORTANT TO FILL THIS SECTION)

Include medications you have taken and treatments you are currently on. Include chemotherapy, targeted drugs, radiation, immunotherapy, alternative, and any other experimental drug treatments.



DRUG /TREATMENT NAME	STARTED DATE (mm/d d/yyy y)	ENDED DATE (mm/dd /yyyy)	DOSE AND ROUTE (INTRAVENOUS, ORALLY, ETC)	RESPONSE TO TREATMENT	OTHER NOTES /SIDE EFFECTS

**F) TREATMENT STRATEGY AFTER SURGERY**

What does your oncologist plan to treat you with? Please include chemotherapy, targeted drugs, radiation, immunotherapy, alternative, and any other ... and please include as much detail as possible.

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## **FORM 5 - FOR THE SURGEON - PRE-SURGERY INSTRUCTIONS**

Please print and share with your Surgeon before the surgery

Dear Surgeon,

I have decided to preserve my Tumor with **Store My Tumor**. Store My Tumor is a private company, specialized in collecting, processing and preserving Tumor tissue or fluid VIABLY so that patients can utilize their own cancer cells for advanced diagnostics (ex: chemo sensitivity or genetic testing) or personalized immunotherapy that require live cancer cells.

Store My Tumor has a Specimen collection kit, which I will bring it to surgery. The kit contains instructions explaining how to pack the Tumor into the kit and will take a few minutes.

### **I bring your attention to the following important instructions:**

**Liability:** I have signed a Consent and Release of Liability clause with Store My Tumor, releasing you and all involved parties from any liability.

**Pathology Policy:** It is standard practice for Pathology to take a small piece of the Tumor Specimen first. The kit should contain all the remaining. The tissue specimen packed into the kit is not in conflict with Pathology's policy.

**Specimen Preparation:** While instructions will accompany the kit, the main thing to remember is to chop and mince the Tumor into as small fragments as you can (1-2mm diameter pieces). Also, the Tumor should be handled under sterile conditions at all times. Store My Tumor suggests that you pack the Tumor and seal it in the operating room. Some hospitals have strict policies that dictate all tissue be transferred to Pathology first. In such cases, please instruct pathology to transfer and handle the Tumor under sterile conditions.

**Infectious Disease Testing:** to maximize the potential use of the tissue for cellular and tissue-based therapies, please order the following tests and send results to Store My Tumor: 1) HIV, type 1 & 2, 2) Hepatitis B & C, 3) Treponema pallidum (Syphilis), 4) West Nile Virus, 5) HTLV type 1 & 2, 6) CMV (Cytomegalovirus). \* Tests must be done 7 days before or 7 days after the Specimen collection \*

**Releasing the Specimen:** If the hospital requires any additional or special release forms that I must sign, please bring them to my attention prior to the surgery/operation.

**Return Shipping:** The kit comes with a pre-paid return postage container to have the tissue shipped back to Store My Tumor's facility. I will designate a family member to coordinate a courier pick up or drop off. You only have to hand the sealed kit to that person after surgery.

Please feel free to call Store My Tumor at +1-267-702-5501 with any questions.

Store My Tumor Team  
[cs@StoreMyTumor.com](mailto:cs@StoreMyTumor.com)  
+1-267-702-5501