



CryoSave
The family stem cell bank

Indemnity

Indemnity

This Indemnity Agreement ("Agreement") is made and entered into by and between:

1. **[Medical Practitioner's Full Name]**, _____ a licensed medical practitioner with HPCSA Registration number: _____ (hereinafter referred to as the "Practitioner"); and
2. **CryoSave South Africa (Pty) Ltd**, a private company duly incorporated in terms of the laws of South Africa with registration number 2010/009754/07. (hereinafter referred to as "CryoSave").

Whereas CryoSave is an independent stem cell establishment, licensed by the South African National Department of Health and internationally accredited by the Association for the Advancement of Blood and Biotherapies (AABB) for the collection, cryopreservation, storage, and distribution of umbilical cord stem cells ("Mesenchymal stem cells"); and

Whereas the Practitioner intends to use mesenchymal stem cells provided by CryoSave for medical allogeneic procedures or treatments ("Treatment"); and

Whereas CryoSave has provided said mesenchymal stem cells for allogeneic purposes, which it certifies to be in compliance with applicable laws, regulations, and safety standards; and

Whereas CryoSave complies with the following minimum criteria regarding the collection, processing, storage, and delivery of mesenchymal stem cells to ensure its safety and suitability for medical use:

- The mesenchymal stem cells are derived from ethically sourced human cells or tissue, in accordance with applicable national and international ethical guidelines.
- All stem cell tissue and samples have been tested for the presence of infectious diseases and pathogens and meets the minimum safety standards established by the AABB.
- CryoSave complies with the South African National Department of Health and AABB guidelines for the processing, handling, and storage of mesenchymal stem cells.
- Mesenchymal stem cells are processed in a controlled and sterile environment to ensure quality and prevent contamination.
- CryoSave maintains detailed records of the chain of custody of the mesenchymal stem cells from collection to delivery to the Practitioner.
- The mesenchymal stem cell sample is accompanied by proper certification and documentation, including verification of its compliance with relevant health and safety standards.

Now, therefore, the parties hereby agree as follows:

1. Indemnity and Hold Harmless

The Practitioner agrees to indemnify, defend, and hold harmless CryoSave, its officers, employees, agents, and affiliates from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including legal fees) arising out of or in connection with:

- The use of mesenchymal stem cells provided by CryoSave in medical procedures performed by the Practitioner;
- Any adverse outcomes, complications, or reactions occurring as a result of the Practitioner's use of said mesenchymal stem cells;
- Any non-compliance by the Practitioner with applicable laws, regulations, or professional standards in relation to the use of the mesenchymal stem cells.

2. Limitation of Liability

CryoSave shall not be held liable for any adverse effects, harm, injury, or damage caused by the Practitioner's use of the stem cells. CryoSave makes no warranties, express or implied, regarding the suitability, efficacy, or safety of the stem cell tissue for any particular purpose or medical treatment.

3. Compliance with Applicable Laws

The Practitioner agrees to comply with all applicable laws, regulations, and ethical standards governing the use of mesenchymal stem cells. in medical procedures. The Practitioner further agrees to obtain any necessary patient consent and documentation required for the use of mesenchymal stem cells in treatment.

4. Acknowledgment of Risk

The Practitioner acknowledges that the use of mesenchymal stem cells are not approved for medical use and involves inherent medical risks, and that CryoSave does not guarantee the outcome of any medical procedure involving the stem cells. The Practitioner has informed patients of the potential risks associated with the treatment.

5. Duration of Indemnity

This indemnity shall remain in effect throughout the duration of the Practitioner's use of mesenchymal stem cells and shall continue to apply with respect to any claims arising from actions or omissions during the use of the stem cells, even after the completion of the medical procedure.

6. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the Republic of South Africa, and any dispute arising here under shall be resolved through arbitration in Pretoria terms of the Rules of Arbitration of the Arbitration Foundation of South Africa.

7. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Signed by:

Medical Practitioner _____

For CryoSave SA (Pty) Ltd _____

Name _____

Name _____

Date _____

Date _____

Place _____

Place _____