

## Appendix A

### MEDICAL DIRECTOR SERVICES AGREEMENT

THIS MEDICAL DIRECTOR SERVICES AGREEMENT ("Agreement") is entered into by and between BioLife Cell Bank Management LLC ("BioLife") and each party identified in the Physician Registration Agreement applicable hereto as a "Physician" ("Physician") and effective as of date this Agreement is accepted by BioLife ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto ("Party"), intending to be legally bound, hereby agrees as follows:

- 1. Appointment** Physician consents to be appointed and named as a Medical Director and otherwise as a member of an advisory board created to advise and consult with BioLife with respect to cell banking and related surgical and other medical practices and procedures and other related matters.
- 2. Resignation; Termination** Physician may withdraw such consent and/or resign as a Medical Director and terminate this Agreement at any time for any reason or no reason by providing notice via electronic mail or other written notice to BioLife. BioLife may remove Physician as a Medical Director and terminate this Agreement at any time for any reason or no reason by providing notice via electronic mail or other written notice to Physician.
- 3. Services** Physician agrees to serve as a Medical Director as contemplated hereby and use commercially reasonable efforts to provide related advisory and/or consulting services to BioLife if, when, and as may be reasonably requested from time to time by BioLife, in its discretion (collectively, "Services").
- 4. Compensation** If Physician is appointed as a Medical Director and requested to provide any Services (e.g., participate in surveys and/or on speaking panels) and Physician agrees to provide such Services and provides such Services, BioLife shall compensate Physician for such Services at the rates and on the terms established by BioLife, in its discretion, for such Services, as such rates and terms may be modified from time to time by BioLife, in its sole discretion.
- 5. Expenses** Except as otherwise expressly provided hereby or agreed in advance, BioLife shall not be obligated to pay or reimburse Physician for any expenses.
- 6. Covenants of Physician** Except as otherwise required by law or expressly provided hereby, in and as consideration of and for the obligations of BioLife to Physician hereunder, including any obligation of BioLife hereunder to pay any fee or other compensation to Physician and/or provide any benefit, expense reimbursement, confidential information, specialized knowledge, education, and/or training to Physician, Physician agrees that:
  - 6.1 Confidentiality** During the term of this Agreement and for a period of five (5) years thereafter, Physician: (a) shall not (and shall cause each director, partner, manager, stockholder, member, owner, officer, employee, accountant, attorney, agent, sales and other representative, affiliate, associate, and other related party of Physician not to) directly or indirectly disclose or use any confidential information of BioLife to the detriment of BioLife or any related party of BioLife or in any other manner; (b) shall keep (and cause each related party of Physician to keep) all such confidential information strictly confidential; and (c) shall promptly return (and cause each related party of Physician to promptly return) to all such confidential information (if any) if and as requested by BioLife. Physician acknowledges that such confidential information may have competitive value (and/or may be of a confidential and/or proprietary nature) and each disclosing party (and each other Party and related party of such other Party) may be damaged and harmed if any confidential information is disclosed or used in breach or violation hereof by Physician or any related party of Physician.
  - 6.2 Limitations on Relationships with Other Cell Banks** During the term of this Agreement and for a period of five (5) years thereafter, Physician shall not (and shall cause each related party of Physician not to) directly or indirectly (for compensation or otherwise) engage, invest, or otherwise have any interest in (via employment, contract, ownership, management, operation, or control) any cell bank or other business, activity, or party (as a consultant, independent contractor, advisor, beneficial owner, creditor, related party, or otherwise) that directly or indirectly competes or competed (as of or within the twenty four (24) months immediately prior to the Effective Date or at any time during the term or thereafter) with BioLife.

2012.08

Physician Registration

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biolifecellbank.com

11970 N. Central Expy., Suite 280

Dallas, Texas 75243

**6.3 Nonsolicitation** During the term of this Agreement and for a period of five (5) years thereafter, Physician shall not (and shall cause each related party of Physician not to) directly or indirectly (for or on behalf of Physician or any other party): (a) hire, attempt to hire, contact, or solicit or communicate with respect to hiring, any employee of BioLife; (b) induce or otherwise counsel, advise, or encourage any employee, consultant, contractor, vendor, supplier, client, business partner, or related party of BioLife to terminate or modify such party's relationship with BioLife; or (d) solicit (or attempt to communicate or contract or enter into) a relationship (of any kind, character, or nature) concerning any aspect of any BioLife Business or any competing business with any employee, consultant, contractor, vendor, supplier, client, business partner, or related party of BioLife, or any other party with which BioLife has (or had, in the twenty four (24) months immediately preceding any relevant time or determination) any contractual or business relationship or engaged in discussions or negotiations concerning any potential contract or business relationship.

**6.4 Nondisparagement** Physician shall not (and shall cause each related party of Physician not to) disparage, denigrate, or comment negatively upon BioLife or any related party of BioLife (orally or in writing) except as required by a valid subpoena or other court order (but only as and to the extent actually required as determined in good faith by legal counsel to Physician). Physician agrees to mention and discuss BioLife, Related Parties of BioLife, and BioLife products and services only in a positive and flattering way, including in connection with any employment, services, solicitation, marketing, telephone script, convention, seminar, appearance, speaking engagement, website, electronic communication, and other communication, indicating only Physician's relationship with BioLife and generally what BioLife and Physician are doing or have done for one another.

**6.5 No Conflicts with Other Cell Banks** Physician shall not directly or indirectly serve as a Medical Director or endorse or sponsor or otherwise provide services to or engage in any business or transaction with any cell bank or other competitor of BioLife without BioLife's prior express written approval, which shall not be unreasonably withheld.

**6.6 Qualifications** Physician shall (and shall cause each related party of Physician to) obtain and maintain any training, education, license, permit, certificate, certification, registration, qualification, authorization, approval, consent, or waiver which may be necessary or appropriate for Physician to serve as a Medical Director and comply with this Agreement.

**6.7 Notice of Changes** Physician shall (and shall cause each related party of Physician to) use commercially reasonable efforts to promptly notify BioLife of any change in Physician's qualifications, health, ability, existence, status, organization, personnel, as applicable, and/or any similar event, occurrence, fact, circumstance, or matter that may affect Physician's ability to provide the Services and fully comply with and satisfy this Agreement.

**6.8 BioLife Policy** Physician shall comply with BioLife's rules, requirements, standards, controls, procedures, policies, and practices applicable to Medical Directors (collectively, "BioLife Policy"), as such BioLife Policy may be established, adopted, amended, and modified from time to time by BioLife.

**6.9 Independent Contractor; No Authority; Reserved Rights** Physician is not (and shall not be) an employee of BioLife. Physician is (and shall at all times be) an independent contractor of BioLife. Physician shall not make any representation or assertion or take any action that could imply or establish any agency, joint venture, partnership, employment, or trust relationship between BioLife and Physician. Physician shall not have any authority, power, or right whatsoever to enter into any agreement or contract, make any commitment, or otherwise create or incur any obligation or liability for, in the name of, or on behalf of BioLife. Except as otherwise expressly provided hereby, BioLife grants no express or implied or other authority, right, title, or interest to Physician. BioLife expressly reserves and retains all authority, right, title, and interest in and to referrals, prospective and other clients, fees, contracts, confidential information, work, and intellectual property and proprietary information and materials.

2012.08

**Physician Registration**

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