

AGREEMENT FOR STORAGE OF BIOLOGICAL MATERIAL NUMBER / UGOVOR ZA SKLADIŠTENJE BIOLOŠKOG MATERIJALA BROJ

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This agreement ("**Agreement**") has been signed between:

FamiCord Suisse SA a company of the FamiCord Group, which is incorporated and existing under the laws of Switzerland with its registered office at c/o Studio Fiduciario Pagani SA, Corso Pestalozzi 3, Palazzo Ransila 2, 6900 Lugano, Switzerland, and registration number CHE-113.983.891, which is hereby represented by:

Gunther Ceusters - Member of the Management Board,

hereinafter referred to as "FCS"
and

Ovaj Ugovor („**Ugovor**“) potpisale su stranel:

FamiCord Suisse SA, kompanija iz FamiCord Group, koja je registrirana i postoji u okviru zakona države Švajcarske sa registrovanom kancelarijom u c/o Studio Fiduciario Pagani SA, Corso Pestalozzi 3, Palazzo Ransila 2, 6900 Lugano, Švajcarska, i registracionim brojem CHE-113.983.891, koje zastupa:

Gunther Ceusters - Član Upravnog odbora,

u daljem tekstu "**FCS**"
i

PARENT - MOTHER: / RODITELJ - MAJKA:

Name / Ime

Surname / Prezime

Address of residence, street,
house number, apartment
number / Adresa prebivališta,
ulica, kućni broj, broj stana

Post code / Poštanski broj

City /town / Grad / mesto

Country / Zemlja

ID number / Matični broj

Mobile phone number / Broj
mobilnog telefona

e-mail / e-pošta

PARENT - FATHER: / RODITELJ - OTAC:

Name / Ime

Surname / Prezime

Address of residence, street,
house number, apartment
number / Adresa prebivališta,
ulica, kućni broj, broj stana

Post code / Poštanski broj

City /town / Grad / mesto

Country / Zemlja

ID number / Matični broj

Mobile phone number / Broj
mobilnog telefona

e-mail / e-pošta

CHILD: / DETE:

Name / Ime

Surname / Prezime

Address of residence, street,
house number, apartment
number / Adresa prebivališta,
ulica, kućni broj, broj stana

Post code / Poštanski broj

City /town / Grad / mesto

Country / Zemlja

ID number / Matični broj

Mobile phone number / Broj
mobilnog telefona

e-mail / e-pošta

duly represented by his/her legal representative.

**koje/koju uredno zastupa njegov/njen pravni
zastupnik.**

CORRESPONDENCE ADDRESS / ADRESA ZA PRIJEM POŠTE

Street, house number,
apartment number / Ulica, kućni

broj, broj stana

Post code, city /town, country /
Poštanski kod, grad/ mesto,
zemlja

(Parents, Child and FCS are together hereinafter referred to as the "Parties", and each of them individually as a "Party"; the Parents and Child are together hereinafter also referred to as "Customers").

(Roditelji, dete i FCS zajedno u tekstu navedeni kao "Strane", i svako od njih pojedinačno je "Strana"; Roditelji i dete zajedno, u daljem tekstu navedeni kao "Korisnici").

The Parents declare that on /
Roditelji izjavljuju da je dana

(date of childbirth / datum
porođaja)

the biological material of the Child ("**Biological Material**"):

Biološki materijal Deteta („**Biološki materijal**“):

Cord blood / Krv
iz pupčane vrpce

Tkivo pupčane vrpce

was collected and then the Biological Material was prepared, frozen and stored at CryoSave.

su prikupljeni, zatim je Biološki materijal pripremljen, zamrznut i sklonjen u CryoSave.

WHEREAS

1. The Customers entrusted the Biological Material pursuant to the agreement between the Parents and CryoSave, however due to transfer of the Biological Material originally stored by CryoSave to the laboratory of PBKM, which belongs to the FamiCord Group, the Parents do not have any interest in continuing and will not continue their relationship with CryoSave, even if their agreement with CryoSave has not expired or been formally terminated.

2. The Parents, acting in the best interest of the Child and in order to protect the Child's fundamental right to health, have decided to entrust the storage of this Biological Material to FCS, which belongs to the FamiCord Group, by signing this Agreement under the following terms and conditions

The Parties agree as follows:

§ 1. Verification of the transfer of the Biological Material

1. FCS undertakes to verify whether the Biological Material entrusted to CryoSave has been transferred to the Laboratory and is currently stored at the Laboratory.

PRITOM

1. Klijenti koji su poverili na čuvanje biološki materijal u skladu sa ugovorom između roditelja i Cryo Save-a, usled transporta biološkog materijala koji je prvobitno bio čuvan u Cryo Save-u i transportovan u laboratoriju PBKM, koja pripada FamiCord-u, roditelji nemaju nikakav interes u nastavku skladištenja sa Cryo Save-om, iako njihov ugovor sa Cryo Save-om nije istekao ili bio formalno prekinut.

2. Roditelji, koji deluju u interesu Deteta i u cilju zaštite njegovih osnovnih prava na zdravlje, odlučili su poveriti čuvanje Biološkog materijala FCS, koja pripada FamiCord Group, potpisivanjem Ugovora, u okviru sledećih uslova

Strane su saglasne kako sledi:

§ 1 Verifikacija prenosa Biološkog materijala

1. FCS se obavezuje da će verifikovati da li je Biološki materijal poveren CryoSave prenet u Laboratoriju i da li se trenutno skladišti u Laboratoriji.

2. The following provisions of the Agreement are conditional upon FCS's positive verification and confirmation that the Biological Material (at least 1 (one) sample) entrusted to CryoSave has been transferred to the Laboratory: § 2, § 3, § 4 and § 5. It means that the provisions listed in the preceding sentence shall enter into force only upon FCS's confirmation that the Biological Material is actually stored at the Laboratory and only with reference to the samples of the Biological Material covered by FCS's confirmation. The storage confirmation shall be sent by FCS to the Customers to the e-mail addresses indicated above.

3. If, upon FCS's verification, it occurred that no Biological Material (not even 1 (one) sample) entrusted to CryoSave has been transferred to the Laboratory, which shall be confirmed by FCS to the Customers by means of information sent to the e-mail addresses indicated above, the Agreement shall expire.

4. The payments for any additional services (e.g. Transplant Assistance Package) selected by the Customers during the process of conclusion of the Agreement will be invoiced and charged by FCS directly after concluding the Agreement.

5. Should the Customers choose Switzerland or Germany as a storage location of the Biological Material, the invoice for the initial fee as indicated in the Attachment 1 to the Agreement will be issued by FCS to the Customers upon delivery of the Biological Material to the selected location of storage of the samples.

6. Any and all payments under the Agreement (including payment for the Transplant Assistance Package if selected) are applicable if at least one sample of the Customers' Biological Material entrusted to CryoSave is confirmed to be stored in the Laboratory.

4. For avoidance of doubt **Attachment 2** (Personal Data Processing Policy) is applicable irrespectively of the fact whether the conditions referred to under section 2 above have been fulfilled or not.

§ 2 GENERAL PROVISIONS

1. The subject of the Agreement are the services provided by FCS, consisting in family storage of Biological Material at the Laboratory or another laboratory chosen by Customers in accordance with the Agreement.

2. The Agreement establishes the terms and conditions for storing the Biological Material by FCS and potential further services of FCS, as described in **Attachment 1** (Services). Any services, other than storage of the Biological Material, may only be provided upon the explicit instruction made by the Customers through the My FamiCord Customer Panel or in writing.

3. Personal Data will be processed in a lawful, fair and transparent manner, in compliance with applicable laws, including, but not limited to in compliance with the rules set out in **Attachment 2** (Personal Data Processing Policy) and **Attachment 3** (Terms and Conditions) to the Agreement, the GDPR and the DPA.

4. Detailed terms and conditions of the Agreement, including, but not limited to the detailed obligations connected with the storage of the Biological Material, are set out in **Attachment 3** (Terms and Conditions) hereto.

2. Sledeće odredbe Ugovora uslovljene su pozitivnom verifikacijom i potvrdom od strane FCS da je Biološki materijal (bar 1 (jedan) uzorak) poveren CryoSave prenet u Laboratoriju; § 2, § 3, § 4 i § 5. To znači da će odredbe navedene u prethodnoj rečenici stupiti na snagu tek nakon potvrde od strane FCS da je Biološki materijal zapravo uskladišten u Laboratoriji i to se isključivo odnosi na uzorke Biološkog materijala obuhvaćene potvrdom od strane FCS. Potvrda o čuvanju će biti poslata od strane FCS Korisnicima na gore navedene e-mail adrese.

3. Ako se nakon verifikacije FCS-a ispostavi da bilo koji Biološki materijal deteta (ni jedan jedini uzorak) poveren kompaniji CryoSave nije prenesen u Laboratoriju, što će Korisnicima potvrditi FCS informacijom poslatom na gore navedene e-mail adrese, Ugovor će biti prekinut.

4. Plaćanja za sve dodatne usluge (npr. Paket pomoći) koje su odabrale Kupci tokom proces zaključenja Ugovora će se fakturirati i naplaćuje FCS neposredno nakon zaključenja Ugovora.

5. Ako klijenti izaberu Švajcarsku ili Nemačku kao mesto skladištenja biološkog materijala, FCS će fakturu za transport, navedenu u Prilogu 1 ugovora, izdati klijentima nakon transporta biološkog materijala do željene lokacije skladištenja uzoraka.

6. Sve uplate prema ugovoru (uključujući plaćanje za paket pomoći pri transplantaciji ukoliko je odabran) primenjive su ako se potvrdi da je najmanje jedan uzorak biološkog materijala klijenta uskladišten u FamiCord Group laboratoriji.

4. Kako bi se izbegla sumnja **Prilog 2** (Zakon o zaštiti ličnih podataka) je primenjiv bez obzira na to da li su ispunjeni uslovi iz prethodnog odeljka 2 ili ne.

§ 2 OPŠTE ODREDBE

1. Predmet Ugovora su usluge koje pruža FCS, a koje se sastoje od porodičnog skladištenja biološkog materijala u Laboratoriji ili drugoj laboratoriji po izboru Kupca u skladu s Ugovorom.

2. Ugovor utvrđuje uslove čuvanja Biološkog materijala od strane FCS i potencijalne dalje usluge kompanije FCS, kako je opisano u **Prilogu 1** (Usluge). Sve usluge, osim čuvanja Biološkog materijala, mogu biti obezbeđene samo nakon eksplicitnih uputstava sačinjenih od strane Korisnika preko Moj FamiCord Korisnik table, ili pismenim putem.

3. Lični podaci će se obrađivati na zakonit, pravičan i transparentan način, u skladu sa važećim zakonima, posebno u skladu sa pravilima utvrđenim u **Prilogu 2** (Zakon o zaštiti ličnih podataka) i **Prilogu 3** (Uslovi) GDPR/OUZP-a i DPA/ZZP-a.

4. Detaljne odredbe i uslovi ugovora, pre svega detaljne obaveze u vezi sa skladištenjem Biološkog Materijala utvrđene su u **Prilogu 3** (Odredbe i uslovi).

5. The Parents confirm that: (i) according to applicable laws, they have sole control of the Biological Material, until the Child reaches Age of Maturity and (ii) they are duly entitled to represent the Child by execution of the Agreement and such Agreement shall be effective and enforceable vis-à-vis the Child after the Child reaches the Age of Maturity.

6. The Parties confirm that the Agreement is a new/stand-alone agreement between the Parties, i.e., none of the provisions of any agreement between CryoSave and the Customers are hereby assumed and/or shall continue to be in force between the Parties.

7. Unless otherwise defined, the terms defined herein shall have the meaning set forth in **Attachment 3** (Terms and Conditions).

§ 3 OBLIGATIONS OF THE PARENTS

1. The Parents shall fulfil the following specific obligations toward FCS:

1.1 paying fees according to and as set out in **Attachment 1** (Services);

1.2 informing FCS without undue delay about any changes as regards their e-mail addresses and/or mobile phone numbers;

1.3 within 1 (one) month following the date on which the Child reaches the Age of Maturity providing a statement signed by the Child with his or her current e-mail and domicile address.

2. The Customers hereby agree that (unless otherwise specified in the Agreement) until the Child's domicile and e-mail addresses are provided pursuant to section 1.3 above, the Parents' domicile and e-mail addresses shall be deemed to be the Child's e-mail and domicile addresses.

3. The Parents hereby confirm that FCS, other entities of the FamiCord Group and their subcontractors (either controlled by entities from the FamiCord Group or not) providing services required for the proper effectuation of the Agreement shall be entitled to process their and the Child's Personal Data. The scope of processing of the Customers' Personal Data covers proper effectuation of the Agreement and/or performance of obligations imposed by law and/or securing safe storage of the Biological Material and in any case according to the Personal Data Processing Policy in **Attachment 2** (Personal Data Processing Policy). A list of the names of the subcontractors who process the Personal Data can be obtained by the Customers at their written request filed to FCS at any time.

4. The Parents on their own behalf and on behalf of the Child declare and confirm that neither appointment of any company of FamiCord Group to store the preparation containing the Biological Material, nor the effectuation of rights and obligations connected with such appointment violate nor have violated any of the Customers' rights, including, but not limited to those connected with Personal Data. The Customers confirm that they treat the execution of the Agreement and effectuation of any rights referred to therein as actions undertaken in their best interest and covered by their and their Child's consent. Therefore, the Customers confirm, to the maximum extent permitted by applicable law, that as at the date of the Agreement they do not have any claims against any member of the FamiCord Group. The foregoing, however does not exclude the Customers' claims against any third party.

5. Roditelji potvrđuju da: (i) na osnovu važećih zakona, oni jedini imaju kontrolu nad Biološkim materijalom, dok Dete ne dostigne punoletstvo i (ii) samo oni imaju pravo predstavljati Dete prema izvršenju Ugovora a taj Ugovor će stupiti na snagu i važiti u odnosu na Dete, nakon što ono postane punoletno.

6. Kako bi se izbegla sumnja, ovaj Ugovor je novi/samostalni ugovor između Strana, tj. ni jedna odredba bilo kog ugovora između CryoSave i Korisnika nije ovim putem preuzeta i/ili neće ostati na snazi između Ugovornih Strana.

7. Osim ako nije drugačije definisano, ovde navedeni uslovi će imati tumačenja navedena u **Prilogu 3** (Uslovi).

§ 3 OBAVEZE RODITELJA

1. Roditelji će ispuniti sledeće obaveze u odnosu na FCS:

1.1 naknade za plaćanje na osnovu odredbi iz **Priloga 1** (Usluge);

1.2 informisanje FCS bez odlaganja o bilo kakvim izmenama u vezi njihovih e-mail adresa i/ili brojeva mobilnih telefona;

1.3 u roku od 1 (jednog) meseca nakon što Dete postane punoletno, dostaviti izjavu potpisanu od strane Deteta sa njegovom ili njenom e-mail adresom e-pošte i adresom prebivališta.

2. Korisnici pristaju da (osim ako nije drugačije određeno Ugovorom) dok su adresa prebivališta Deteta i e-mail adrese navedene na osnovu gornjeg odeljka 1.3, prebivalište Roditelja i e-mail adrese će se smatrati prebivalištem i e-adresama Deteta.

3. Roditelji potvrđuju da će FCS, drugi entiteti kompanije FamiCord Group i njihovi podugovarači (kontrolisani ili bez kontrole od strane entiteta iz FamiCord Group) koji pružaju usluge potrebne za pravilno sprovođenje Ugovora, biti imenovani za obradu njihovih i Detetovih ličnih podataka. Opseg obrade ličnih podataka Korisnika obuhvata pravilno sprovođenje Ugovora i/ili ispunjenje obaveza sadržanih zakonom i/ili osiguranje podataka o čuvanju Biološkog materijala i, u svakom slučaju, u skladu sa Zakonom o zaštiti ličnih podataka **Prilog 2** (Zakon o zaštiti ličnih podataka). Spisak imena podugovarača koji obrađuju lične podatke može se dobiti na pismeni zahtev od strane FCS u bilo kom trenutku.

4. Roditelji, u svoje ime i u ime Deteta, izjavljuju i potvrđuju da imenovanje bilo kog preduzeća iz FamiCord Group za skladištenje preparata koji sadrži Biološki materijal Deteta, kao i izvršenje prava i obaveza povezanih sa takvim imenovanjem, ne krše niti su prekršili bilo koja prava Roditelja ili Deteta, pre svega u vezi sa Ličnim podacima. Korisnici potvrđuju da se oni bave sprovođenjem Ugovora i izvršenjem bilo kojih prava iz istog u njihovom najboljem interesu, koje su obuhvaćene njihovim i Detetovim pristankom. Prema tome, Korisnici potvrđuju, u najvećoj meri dozvoljenoj važećim zakonom, da na dan stupanja ovog Ugovora na snagu nemaju nikakve primedbe na bilo kog člana FamiCord Group. Dalje, time se svakako ne isključuju primedbe Korisnika na bilo koju treću stranu.

5. The Parents represent and warrant FCS that the Agreement is duly executed (also on behalf of the Child).

§ 4 STORAGE

1. The Biological Material is currently stored at the Laboratory.
2. The Parents may decide to store the Biological Material at another location:

Switzerland, or

Germany

which shall be maintained by an entity from the FamiCord Group or its subcontractor.

3. The transfer of the Biological Material from the Laboratory to any of the other locations (if the Parents decided so) shall be effectuated with reference to an individual sample: (i) within 12 (twelve) months following the date of receipt by the Parents of the FCS confirmation that the Child's Biological Material (individual sample) is actually stored at the Laboratory or (ii) within twelve (12) months from the date of execution hereof (whichever occurs later). If the Customers decided that the Biological Material shall be stored in Switzerland or Germany, FCS shall be entitled to charge the Initial fee in the amount indicated in **Attachment 1** (Services).

§ 5 FEES

1. The Parents hereby declare that they:

have made a full prepayment for the storage of the Biological Material pursuant to the agreement between the Parents and CryoSave;
have made a partial prepayment for the storage of the Biological Material pursuant to the agreement between the Parents and CryoSave.

2. FCS hereby undertakes to honour the prepayment made by the Parents to CryoSave and it undertakes to store the Biological Material at least until the end of the Prepaid Period free of charge. Unless the Customers decide to request additional services, no fees for the storage are due until the end of the Prepaid Period.

3. After the end of the Prepaid Period, the Parents shall pay FCS storage fees as set forth in **Attachment 1** (Services). The first invoice for the Biological Material storage under the Agreement after the end of the Prepaid Period shall be issued, at the Parents' choice:

if Parents choose to pay on a yearly basis in arrears - one year after the anniversary of the Child's birth in the year in which the Prepaid Period ended or in which the Agreement is concluded, or
 if Parents choose prepayment (for 5 or 10 years as indicated in Attachment 1 Services) - on the day on which the Prepaid Period ended or on which the Agreement is concluded.

5. Roditelji predstavljaju i garantuju FCS da je Ugovor potpuno sproveden (takođe u ime Deteta).

§ 4 SKLADIŠTENJE

1. Biološki materijal se trenutno čuva u Laboratoriji.
2. Roditelji mogu da odluče da skladište Biološki materijal na drugoj lokaciji:

Švajcarska, ili

Nemačka

koju će održavati član FamiCord Group ili njen podgovarač.

3. Transfer Biološkog materijala od laboratorije do bilo koje druge lokacije (ako Roditelji tako odluče) će biti realizovan u odnosu na dati primer: (i) u roku od 12 (dvanaest) meseci nakon datuma prijema potvrde Deteta FCSRoditelja da je Biološki materijal Deteta (dat primer) ustvari čuvan u laboratoriji ili (ii) u roku od 12 (dvanaest) meseci od datuma sprovođenja (zavisno šta se kasnije dogodi). Ako su Korisnici odlučili da će se Biološki materijal skladištiti u Švajcarskoj ili Nemačkoj, FCS ima pravo na prvobitnu naknadu za skladištenje u iznosu koji je naveden u **Prilogu 1** (Usluge).

§ 5 NAKNADE

1. Roditelji ovim putem izjavljuju da su:

izvršili punu uplatu za skladištenje biološkog materijala u skladu sa ugovorom zaključenim između roditelja i CryoSave;
izvršili delimičnu uplatu za skladištenje biološkog materijala u skladu sa ugovorom zaključenim između roditelja i CryoSave;

2. FCS ovim se obavezuje ispoštovati pretplatu od strane Roditelja za CryoSave i preuzima obavezu čuvanja Biološkog materijala, najmanje do isteka Perioda pretplate, besplatno. Osim ako Korisnici ne odluče zahtevati dodatne usluge, bez naknada za čuvanje do isteka Perioda pretplate.

3. Nakon isteka Perioda pretplate, Roditelji će platiti FCS, naknade za čuvanje, kako je utvrđeno u **Prilog 1** (Usluge). Prva faktura za skladištenje materijala po Ugovoru nakon isteka Prepaid perioda izdaje se po izboru roditelja:

ako roditelji odluče da plaćaju na godišnjoj osnovi - godinu dana nakon godišnjice deteta u godini u kojoj je prepaid period istekao ili u kojoj je zaključen Ugovor, ili
 ako roditelji izaberu plaćanje unaprijed (na 5 ili 10 godina kako je navedeno u Prilogu 1 Usluge) - na dana kada je prepaid period istekao ili kada je zaključen Ugovor.

4. Price Guarantee package

4.1 The Price Guarantee package ensures that the annual storage fee will remain unchanged for 10 years, counted from the end of the Prepaid Period, subject to Clause 1.2 below. The package Price Guarantee is also valid for annual payments for the packages Transplant Assistance and Transplant Assistance Plus purchased upon signing the Agreement. It ensures the price for these packages will remain unchanged for 10 years, counted from the day Client purchases the package, subject to Clause 4.2 below.

4.2 FCS waives the right to index the amount of the storage fee and the fee for the packages Transplant Assistance and Transplant Assistance Plus, however, it reserves the right to amend the annual subscription fee amount during the term of the Contract where such an amendment results from a change in the VAT rate, which is independent of FCS. In the case of such change in the annual subscription fee amount, FCS shall beforehand notify Parents before the amendments enter into force - by means of e-mails sent to e-mail addresses of the Parents. The Parents have the right to rescind the agreement within 30 days from receiving the information about the amendment of the annual subscription fee amount due to change in the VAT rate. The rescission notice should be submitted by the parents to the FCS address indicated above.

4.3 The condition for executing the Price Guarantee package is that the fee with the amount due for the Price Guarantee package, are paid in accordance with paragraph.

4.4 The payments for the Price Guarantee package for will be invoiced with payment within 14 days from the invoice by FCS directly after concluding the purchase order. The aforementioned package is effective as off payment date.

4.5 Customers shall be entitled to rescind from this Package without providing any reason within 14 (fourteen) days following the execution hereof. The rescission notice shall be delivered to the FCS office to the address indicated in the Agreement.

5. The right to change prices

5.1 Within the term of the Agreement, the fees mentioned in Attachment No. 1 "Services" shall be valorized according to the average 12-month rate of Harmonized Index of Consumer Prices (HICP) published by Eurostat for the end of year before valorization occurred. In the case of change in price, FamiCord Suisse shall beforehand notify Parents before the amendments enter into force - by means of e-mails sent to e-mail addresses of the Parents. The valorization shall not pertain to those fees if the Client purchased the Price Guarantee package for the period indicated in paragraph §4.

5.2 The parents have the right to rescind the agreement within 30 days from receiving the information about the valorization. The rescission notice should be submitted by the parents to the FCS address indicated in the Agreement.

§ 6 FINAL PROVISIONS

1. The Agreement is executed in an electronic form.

2. Subject to the conditions in § 1 section 1.2 above, the Agreement and the Attachments hereto enter into force as of the day when the Customers complete and confirm all the data, which shall result in automatic creation of a Agreement document in the Customers' account in the My FamiCord Customer Panel.

3. FCS will provide the Customers with a copy of the Agreement in English and Serbian. In case of any discrepancies, the Serbian version shall prevail.

4. Paket garancija cene

4.1 Paket garancije cene obezbeđuje da će godišnja naknada za skladištenje ostati nepromenjena 10 godina, računajući od kraja prepaid perioda, u skladu sa klauzulom 1.2 u nastavku. Paket Garancija cene također važi i za godišnje uplate za pakete Transplant Assistance i Transplant Assistance Plus kupljene nakon potpisivanja Ugovora. To osigurava da će cena za ove pakete ostati nepromenjena 10 godina, računajući od dana kada Klijent kupi paket, u skladu sa klauzulom 4.2 u nastavku.

4.2 FCS se odriče prava da indeksira iznos naknade za skladištenje i naknade za pakete Transplant Assistance i Transplant Assistance Plus, međutim, zadržava pravo da izmeni iznos godišnje pretplate tokom trajanja Ugovora kada takva izmena rezultira od promene stope PDV-a, koja je nezavisna od FCS. U slučaju takve promene iznosa godišnje pretplate, FCS će prethodno obavestiti Roditelje pre stupanja na snagu izmena - putem e-maila na e-mail adrese roditelja. Roditelji imaju pravo da raskinu ugovor u roku od 30 dana od dana prijema informacije o promeni iznosa godišnje pretplate zbog promene stope PDV-a. Roditelji treba da podnesu obaveštenje o otkazu na gore navedenu FCS adresu.

4.3 Uslov za izvršenje Paketa Garancija cene je da se naknada sa iznosom dospelog za Paket Garancija cene, uplati u skladu sa stavkom.

4.4 Uplate za paket Garancija cene za će biti fakturisane sa plaćanjem u roku od 14 dana od fakture od strane FCS-a neposredno nakon zaključenja naloga za kupovinu. Gore pomenuti paket važi od datuma plaćanja.

4.5 Klijenti imaju pravo da odustanu od ovog Paketa bez navođenja razloga u roku od 14 (četrnaest) dana od dana izvršenja ovog Paketa. Obaveštenje o raskidu biće dostavljeno kancelariji FCS-a na adresu navedenu u Ugovoru.

5. Pravo promene cena

5.1 U okviru trajanja Ugovora, naknade navedene u Prilogu br. 1 „Usluge“ biće valorizovane prema prosečnoj 12-mesečnoj stopi Harmonizovanog indeksa potrošačkih cena (HICP) koju je objavio Eurostat za kraj godine pre nego što je izvršena valorizacija. U slučaju promene cene, FamiCord Suisse će prethodno obavestiti Roditelje pre stupanja na snagu izmena - putem e-maila na e-mail adrese roditelja.. Valorizacija se ne odnosi na te naknade ako je Klijent kupio paket Garancija cene za period naveden u stavu §4.

5.2. Roditelji imaju pravo da raskinu ugovor u roku od 30 dana od prijema obaveštenja o valorizaciji. Roditelji treba da dostave obaveštenje o raskidu na FCS adresu navedenu u Ugovoru.

§ 6. ZAVRŠNE ODREDBE

1. Ugovor je izrađen u elektronskoj formi.

2. U skladu sa uslovima iz gore navedenog § 1 odeljka 1.2, Ugovor i njegovi prilozi stupaju na snagu na dan kada Korisnici dostave i potvrde sve podatke, što rezultira automatskom izradom dokumenta ugovora na nalogu roditelja na FamiCord „Moj kontrolnoj tabli klijenta“.

3. FCS korisnicima dostavlja primerak ugovora na engleskom i na srpskom jeziku. U slučaju bilo kakvih odstupanja, važiće verzija na srpskom jeziku.

4. All Attachments to the Agreement that are generated within the process of making the Agreement and have been approved by the Customers, shall constitute an integral part of the Agreement.

5. FCS shall be entitled to amend the Agreement due to important reasons, including (but not limited to) due to: (i) change of laws and/or regulation concerning conditions of storage of the Biological Material; (ii) safety of the Biological Material; (iii) technical requirements connected with the storage of the Biological Material and/or (iv) justified interest of the Customers. The Customers shall be informed of any amendment to the Agreement at least twice: (i) first, no later than 45 (forty five) days before the amendments enter into force and (ii) second, no later than 30 (thirty) days before the amendments enter into force, by means of e-mails sent to e-mail addresses of the Parents. Unless they accept the amended version of the Agreement, they shall be entitled to terminate the Agreement with effect from the date on which the amendment of the Agreement was supposed to enter into force.

Considering the above, the Agreement is hereby concluded.

4. Svi prilozi ovog Ugovora koji su nastali u postupku zaključivanja ovog Ugovora, a sa kojima su se Korisnici saglasili, predstavljaju sastavni deo ovog Ugovora.

5. FCS će biti imenovan za izmenu Ugovora zbog važnih razloga, naročito (ali se ne ograničavajući na to) zbog: (i) izmena zakona i/ili propisa koji se odnose na uslove čuvanja Biološkog materijala; (ii) bezbednosti Biološkog materijala; (iii) tehničkih uslova u vezi čuvanja Biološkog materijala i/ili (iv) opravdanog interesa Korisnika. Korisnici će biti informisani o izmenama Ugovora barem dvaput: (i) prvo, ne kasnije od 45 (četrdeset pet) dana pre nego što izmene stupe na snagu (ii) drugo, ne kasnije od 30 (trideset) dana pre nego što izmene stupe na snagu, preko e-maila poslatog na e-mail adrese Roditelja. Ukoliko ne prihvate izmenjenu verziju Ugovora, oni će imati pravo prekidanja Ugovora sa stupanjem na snagu na dan kada je izmena Ugovora trebalo da stupi na snagu.

Razmatranje gore navedenog Ugovora je time zaključeno.

CONSENTS / POSLEDNICI

CONSENTS / POSLEDNICI

Attachments

Attachment 1: Services

Attachment 2: Personal Data Processing Policy

Attachment 3: TERMS AND CONDITIONS

Prilozi

Prilog 1: Usluga

Prilog 2: Politika obrade ličnih podataka

Prilog 3: USLOVI I ODRE

ATTACHMENT 1: SERVICES / PRILOG 1: USLUGA

THE STORAGE BIOLOGICAL MATERIAL OF THE CHILD

Cord blood / Krv iz pupčane vrpce

Cord tissue / Tkivo pupčane vrpce

Payment type / Vrsta plaćanja	Price / Cena	Choice (just one) / Izbor (samo jedan)
Yearly fee / Godišnja naknada	109 €	
Prepayment for 5 years / Avansna uplata za 5 godina	489 €	
Prepayment for 10 years / Avansna uplata za 10 godina	798 €	

EXTENDED FACULTATIVE OFFER OF FCS SERVICES / PROŠIRENA FAKULTATIVNA PONUDA USLUGA FCS

Service / Usluga	Price / Cena	Choice / Izbor
Transplant Assistance Package / Paket pomoći pri transplantaciji	54 €	
Transplant Assistance Plus Package	64 €	
Cord Tissue Validation	440 €	
Price Guarantee package/ Paket garancija cene	80 €	

Details of the Transplant Assistance, Transplant Assistance Plus and Cord Tissue Validation and terms and conditions of their performance are described in annexes constituting Attachment 4 (Annexes to the BC4CH Contract - Facultative services) to the Agreement.

/

Detalji o Pomoći pri transplantaciji, Pomoći pri transplantaciji PLUS i Validaciji tkiva pupčane vrpce kao i uslovi njihovog izvođenja opisani su u aneksima koji čine Prilog 4. (Aneksi BC4CH ugovora - Fakultativne usluge) prema Ugovoru.

ANOTHER BIOLOGICAL MATERIAL STORAGE LOCATION - ONE OFF FEE / DRUGA LOKACIJA ČUVANJA BIOLOŠKOG MATERIJALA - BEZ NAKNADE

Service / Usluga	Price / Cena	Choice / Izbor
Initial fee for storage (Poland) / Početna naknada za skladištenje (Poľська)	0 €	<input type="checkbox"/>
Initial fee for storage (Switzerland) / Početna naknada za skladištenje (Švajcarska)	290 €	<input type="checkbox"/>

Initial fee for storage (Germany) / Početna naknada za skladištenje (Nemačka)	290 €	<input type="checkbox"/>
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Attachment 2: Personal Data Processing Policy

Dear Customers,

EUROPEAN PARLIAMENT AND COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR") and the equivalent provisions of the Swiss Federal Data Protection Act dated 19 June 1992 ("DPA") -

Data Controller:

FamiCord Suisse SA
c/o Studio Fiduciario Pagani SA, Corso Pestalozzi 3, Palazzo Ransila 2, 6900 Lugano, Switzerland
dpo@famicord.ch

FCS appointed a person responsible for Personal Data processing, i.e. the data protection officer, whom you may contact at: dpo@famicord.ch

regarding any matters related to personal data processing and rights related to data processing.

FCS appointed a person responsible for Personal Data processing, whom you can contact if you live on the territory of the EU or the EEA:

PBKM SA
Al.Jana Pawla II 29
00-867 Warsaw, Poland
inspektor@pbkm.pl

regarding any matters related to personal data processing and rights related to data processing.

Art. 1 Purposes and Lawfulness of Data Processing

Your Personal Data will be processed in a lawful, fair and transparent manner, in compliance with the GDPR and the equivalent provisions of the DPA:

- **based on your express consent (Article 6(1)(a) and 9(1)(a) of the GDPR) and the equivalent provisions of the DPA.**

The Personal Data is processed based on consent in order to deposit the Biological Material in a tissue establishment. Processing is necessary for the qualification, preparation and storage of the stored Biological Material. Consent may be withdrawn at any time. Withdrawal of consent shall not affect the lawfulness of data processing performed until consent withdrawal;

- **in order to fulfil legal obligations (Article 6(1)(c) of the GDPR) or perform tasks for the public interest (Article 6(1)(e) of the GDPR) and the equivalent provisions of the DPA.**

As an umbilical cord blood bank and a healthcare entity, we are subject to a range of legal obligations concerning the storage of Biological Material;

- **for the purposes resulting from legitimate interest pursued by PBKM or a third party (Article 6 (1) (f) of the GDPR) and the equivalent provisions of the DPA.**

If necessary, we process data in order to protect our own legitimate interests and those of third parties. Examples include ensuring IT security, enforcing and defending against claims, and ensuring biological material safety.

Art. 2 Categories of Data Processed

Prilog 2: Politika obrade ličnih podataka

Poštovani,

EVROPSKI PARLAMENT I VIJEĆE od 27 Aprila 2016. o zaštiti fizičkih lica u pogledu obrade ličnih podataka i o slobodnom kretanju tih podataka i ukidanju Direktive 95/46/EC ("GDPR") i ekvivalentne odredbe švicarskog saveznog zakona o zaštiti podataka od 19. Juna 1992. ("DPA") -

Administrator podataka:

FamiCord Suisse SA
c/o Studio Fiduciario Pagani SA, Corso Pestalozzi 3, Palazzo Ransila 2, 6900 Lugano, Švajcarska:
dpo@famicord.ch

FCS odredila je osobu odgovornu za obradu ličnih podataka, tj. službenika za zaštitu podataka, s kojim se može kontaktirati na adresu elektronske pošte: dpo@famicord.ch u svim pitanjima koja se tiču obrade ličnih podataka i prava vezanih za obradu ličnih podataka.

FCS odredila je osobu odgovornu za obradu Ličnih podataka kojoj mogu kontaktirati osobe sa prebivalištem u EU ili EEA:

PBKM SA
Al.Jana Pawla II 29
00-867 Varšava, Poljska
inspektor@pbkm.pl

u svim pitanjima koja se tiču obrade ličnih podataka i prava vezanih za obradu ličnih podataka.

Čl. 1 Namena i zakonitost obrade podataka

Vaši podaci će biti obrađeni na zakonit, korektan i transparentan način, u skladu sa odredbama GDPR/OUZP-a i odgovarajućim odredbama DPA/ZZP-a:

- **na osnovu Vaše saglasnosti (Članak 6(1)(a) i 9(1)(a) GDPR/OUZP-a) i odgovarajućih odredbi DPA/ZZP-a.**

Lični podaci se obrađuju na osnovu saglasnosti čuvanja Biološkog materijala u banci tkiva. Obrada je neophodna zbog kvalifikacije, pripreme i čuvanja skladištenog Biološkog materijala. Saglasnost se može povući u bilo kom trenutku. Povlačenje saglasnosti neće imati uticaja na zakonitost podataka obrađivanih do trenutka povlačenja saglasnosti;

- **da bi se ispunili pravni propisi (Članak 6(1)(c) GDPR/OUZP) ili ispunili zadaci od javnog interesa (Članak 6(1)(e) GDPR/OUZP) i odgovarajuće odredbe DPA/ZZP-a.**

Kao banka krvi iz pupčane vrpce i zdravstvena ustanova, mi podležemo rangu pravnih propisa koji se odnose na čuvanje Biološkog materijala;

- **za svrhe proizašle iz pravnog interesa na osnovu PBKM ili treće strane (Članak 6 (1) (f) GDPR/OUZP) i odgovarajućih odredbi DPA/ZZP-a.**

Ako je potrebno, mi obrađujemo podatke radi zaštite naših pravnih interesa i interesa trećih strana. Primeri obuhvataju obezbeđivanje sigurnosti IT sektora, jačanje i odbranu u odnosu na primedbe, i obezbeđivanje sigurnosti biološkog materijala.

Čl. 2 Kategorije podataka koji se obrađuju

1. The Personal Data you have provided to FCS is necessary for the purposes mentioned above and will include common and sensitive personal details that reveal your ethnic group, health condition and genetic data, and any information required by the Data Controller to achieve the purposes mentioned above.

Art. 3 Personal Data Recipients

1. "Recipients" refers to the natural or legal person, public authority, service or other body to which the Personal Data is communicated, including third parties. A list of the names of these Recipients may be requested from FCS at any time.

2. As for the activity carried out by FCS, the Recipients may include:

- companies connected, controlled, affiliated or otherwise involved with FCS, in particular companies belonging to FamiCord Group;
- employees and collaborators involved in the data processing or in the provision of the services requested;
- service companies, data processing companies, accounting/tax consultants and, in general, all bodies in charge of controlling and ensuring compliance with the purposes mentioned above;
- the laboratories indicated in the Agreement or any other health entities working with the Data Controller, for cases pertaining to the performance of the contract, where the Data Controller guarantees that those entities will comply with the security measures to protect the data entrusted to them;
- companies and/or commercial partners in general, such as manufacturers, communication companies, web service providers, partner websites and other professionals of the sector;
- any third parties with whom we have stipulated specific agreements regarding measures to adopt in order to guarantee the security of the data entrusted to them. In any case data will be processed only to achieve the purposes mentioned above;
- credit and insurance institutions that provide services functional to the purposes mentioned above.

Art. 4 Disclosure of Personal Data to Third Countries or International Organizations

1. FCS has its seat in a third country within the meaning of the GDPR regulations. However, pursuant to Article 1 of the Comission Decision of 26 July 2000 (2000/518/EC), Switzerland is considered as a country providing an adequate level of protection for personal data transferred from the European Union.

2. The Data Controller shall not disclose Personal Data and/or data concerning Biological Material to third countries other than Switzerland or the United Kingdom or international organizations. For the purpose of providing the service you requested, the data collected by FCS will be communicated and transferred to the laboratory indicated in the Agreement, which in any case acts in the name and on the account of FCS and guarantees the quality and security standards indicated by FCS.

3. The data is stored at c/o Studio Fiduciario Pagani SA, Corso Pestalozzi 3, Palazzo Ransila 2, 6900 Lugano, Switzerland

Art. 5 Data Retention Period or Criteria to Establish It

1. Podaci koje dajete FCS potrebni su u gore navedene svrhe i uključuju uobičajene i osetljive lične podatke koji otkrivaju vašu etničku pripadnost, zdravstveno stanje i genetske podatke, kao i sve informacije koje su kontroloru podataka potrebne za postizanje gore navedenih namena.

Čl. 3 Primaoci ličnih podataka

1. „Primaoci“ podrazumevaju fizička ili pravna lica, javne organe, službe ili druga tela kojima se lični podaci saopštavaju, što uključuje i treća lica. Spisak sa imenima i nazivima ovih primaoca može da se od FCS zatraži u bilo koje vreme.

2. Što se tiče delatnosti kojom se FCS bavi, primaoci vaših podataka mogu da uključuju:

- kompanije koje su povezane, kontrolisane, udružene ili na drugi način povezane sa FCS, u određenim kompanijama koje pripadaju FamiCord Group;
- zaposlene i saradnike koji su uključeni u obradu podataka ili pružanje zatraženih usluga;
- uslužne privredne subjekte, subjekte koji se bave obradom podataka, računovodstvene i poreske savetnike i, uopšte, sve organe zadužene za kontrolu i obezbeđivanje usaglašenosti sa gore navedenim svrhama;
- Laboratorije naznačene u Ugovoru ili bilo koji drugi zdravstveni rukovaoci sa kojima je kontrolor podataka ugovorio saradnju, u slučajevima koji se odnose na izvršenje Ugovora, a za koje kontrolor podataka garantuje usaglašenost sa bezbednosnim merama kojima se štite podaci koji su im povereni;
- privredni subjekti, odnosno komercijalni partneri uopšte, kao što su proizvođači, preduzeća za komunikaciju, veb servisi, partnerske veb stranice i drugi profesionalci iz tog sektora;
- sva treća lica s kojima smo ugovorili posebne ugovore u vezi sa merama koje treba da usvoje kako bi garantovali sigurnost podataka koji su im povereni. U svakom slučaju, podaci će se obrađivati samo da bi se ostvarile gore pomenute svrhe;
- kreditne i osiguravajuće kuće koje pružaju usluge koje su u funkciji gore navedenih svrha.

Čl. 4 Obelodanjivanje ličnih podataka ka državama trećim licima ili međunarodnim organizacijama

1. FCS ima svoje sedište u trećoj državi u okviru nadležnosti GDPR/OUZP propisa. Međutim, na osnovu Članka 1 Odluke Komisije od 26. jula 2000. godine, (2000/518/EK), Švajcarska se smatra državom koja pruža odgovarajući nivo zaštite ličnih podataka dobijenih od Evropske Unije.

2. Kontrolor podataka neće da obelodanjuje lične ili podatke u vezi sa Biološkim materijalom subjektima iz trećih država drugih no Švajcarska ili Velika Britanija, odnosno međunarodnih organizacija. U svrhu pružanja usluge koju ste zatražili od FCS, svi podaci prikupljeni od strane FCS biće dostavljeni i poslani laboratoriji navedenoj u Ugovoru, koja u svakom slučaju deluje u ime i za račun FCS i garantuje standarde kvaliteta i bezbednosti koje je FCSpredvidela.

3. Podaci se čuvaju u c/o Studio Fiduciario Pagani SA, Corso Pestalozzi 3, Palazzo Ransila 2, 6900 Lugano, Švajcarska

Čl. 5 Period zadržavanja podataka ili kriterijumi za njegovo određivanje

1. FCS will retain the data for the time required for the processing and established in the Agreement, in any case until the end of the relationship and after the end of such a relationship for a maximum period of 25 years.

2. After this time, data will be used only in anonymous format for statistical and analytical purposes.

Art. 6 Your Rights:

1. As a data subject, you may send an e-mail to dpo@famicord.ch at any time asking to exercise the following rights:

- to access your personal data being processed, in accordance with article 15 GDPR and the equivalent provisions of the DPA, to verify whether or not your personal data is being processed and if it is, to verify the purposes of the processing, the categories of personal data processed, the categories of data processors, the period of retention of the data; to verify the ability to exercise your right to rectify, delete or limit the processing of your personal data; to verify the ability to complain to an appropriate data protection authority; to verify whether or not automated decision-making is applied and if it is, the logic used to apply it;
- to rectify any incorrect personal data subject to processing, in accordance with Article 16 of the GDPR and the equivalent provisions of the DPA;
- to obtain the deletion of your personal data subject to processing, in accordance with Article 17 of GDPR and the equivalent provisions of the DPA, without prejudice to any legal obligation to the contrary or the subsequent necessity to process the data for ascertaining purposes, or to exercise the right of defense in court, in the event the data is no longer needed for its original purpose; you revoke the consent to processing your data; the data has been processed unlawfully; the data must be deleted to comply with a legal obligation;
- to limit the processing of your personal data, in accordance with Article 18 of GDPR and the equivalent provisions of the DPA, if the accuracy of the data is contested, only for as long as it takes FCS to verify its accuracy; the data has been processed unlawfully and you object to their erasure; supervened necessity to process the data for ascertaining purposes, or to exercise the right of defense in court;
- to obtain a copy of your data in a structured, commonly used, machine-readable format and the ability to transfer your personal data from one controller to another, in accordance with Article 20 of GDPR and the equivalent provisions of the DPA, with regard to the personal data used in communications via e-mail containing news about FCS activities and the events organised by the company.

2. FCS has an obligation to assess and reply adequately and promptly to any request to exercise the rights mentioned above, unless it has a justified reason not to do so.

Art. 7 Your Right to Complain

1. As a data subject, you have the right to complain to the appropriate data protection authority by sending an e-mail to dpo@famicord.ch and/or the Swiss Federal Data Protection and Information Commissioner (FDPIC): <https://www.edoeb.admin.ch/edoeb/en/home.html> if you believe FCS has violated your rights.

Art. 8 Nature of Data Provision

1. FCS zadržava podatke tokom vremena potrebnog za obradu i takav period se utvrđuje u ugovoru, u svakom slučaju do kraja ugovornog odnosa najviše do 25 godina.

2. Posle ovog perioda, podaci će se koristiti samo u anonimnom formatu za statističke i analitičke svrhe.

Čl. 6 Vaša prava:

1. Kao osoba čiji se podaci obrađuju, možete da pošaljete imejl na dpo@famicord.ch u bilo kom trenutku i tražiti da ostvarite sledeća prava:

- pristup Vašim ličnim podacima koji se obrađuju, u skladu sa članom 15 GDPR/OUZP-a i govarajućim odredbama DPA/ZZP-a, radi: provere da li se Vaši lični podaci obrađuju i ako je tako: provera svrhe terapije, kategorije obrađenih ličnih podataka, kategorije obrađivača podataka, period zadržavanja podataka; provera prava da se ostvari Vaše pravo da ispravite, izbrišete ili ograničite obradu Vaših ličnih podataka; provera mogućnosti da se žalite organu za zaštitu podataka; provera da li je primenjen automatski proces odlučivanja i ako je tako, koja logika se koristi za njegovu primenu;
- ispraviti sve netačne lične podatke koji podležu obradi, u skladu sa Člankom 16 GDPR/OUZP-a i odgovarajućim odredbama DPA/ZZP-a;
- ostvarite brisanje Vaših ličnih podataka koji se obrađuju, u skladu sa članom 17 GDPR/OUZP-a, ne dovodeći u pitanje bilo koju suprotnu pravnu obavezu ili naknadnu potrebu za obradu podataka u svrhe potvrđivanja ili za ostvarivanje prava na odbranu na sudu, u slučaju da: podaci više nisu potrebni za njihovu prvobitnu namenu; da povučete svoju saglasnost za obrađivanje Vaših podataka; podaci su bili nezakonito obrađeni; podaci moraju biti obrisani radi usaglašavanja sa zakonskim obavezama;
- ograničavanje obrade vaših ličnih podataka, u skladu sa članom 18. GDPR-a i ekvivalentnim odredbama DPA-a, ako se tačnost podataka osporava, samo onoliko dugo koliko je potrebno da kompanija FCS proveri tačnost; podaci su nezakonito obrađeni i vi tražite njihovo brisanje; naknadna potreba za obradu podataka u svrhe potvrđivanja ili za ostvarivanje prava na odbranu na sudu;
- dobijanje kopije vaših podataka u strukturisanom, uobičajeno korišćenom, mašinski čitljivom formatu i mogućnost da se vaši lični podaci prenesu od jednog kontrolora do drugog, u skladu sa članom 20. GDPR-a, u vezi sa ličnim podacima koje se koriste u komunikaciji putem e-pošte i sadrže novosti o aktivnostima i događajima koje organizuje kompanija FCS.

2. FCS ima obavezu da razmotri i adekvatno i blagovremeno odgovori na svaki zahtev za ostvarivanje gorenavedenih prava, osim ako ima opravdan razlog da ne uradi tako.

Čl. 7 Vaše pravo na žalbu

1. Kao subjekt podataka, imate pravo podneti žalbu odgovarajućem telu za zaštitu podataka slanjem e-pošte na dpo@famicord.ch i/ili Švajcarskog federalnog poverenika za zaštitu podataka i informacija (FDPIC): <https://www.edoeb.admin.ch/edoeb/en/home.html> ako verujete da je kompanija FCS povredila vaša prava.

Čl. 8 Priroda pružanja podataka

1. The provision of your Personal Data to FCS is voluntary. However, you are reminded that if you refuse to provide your Personal Data, FCS will not be able to comply with the mentioned obligations. The provision of your Personal Data to FCS is not mandatory neither under a contract nor the law with regard to news about FCS activities and the events organised by FCS communicated via e-mail. However, you are reminded that if you refuse to provide your Personal Data, FCS will not be able to comply with the mentioned purposes.

Art. 9 Automated decision process in relation to natural persons and profiling

1. FCS does not apply any fully automated decision processes; human intervention is always a factor.

1. Davanje vaših ličnih podataka kompaniji FCS je dobrovoljno. Podsećamo vas da ukoliko odbijete da pružite svoje lične podatke, FCS neće biti u mogućnosti da ispuni pomenute obaveze. Davanje vaših ličnih podataka kompaniji FCS nije obavezno ni prema ugovoru ni prema zakonu u vezi novosti kompanije FCS o aktivnostima i događajima koje organizuje FCS u komunikaciji putem e-pošte. Ipak, podsećamo vas da ako odbijete da pružite svoje lične podatke, FCS neće biti u mogućnosti da ispuni navedene svrhe.

Čl. 9 Proces automatskog odlučivanja u vezi sa fizičkim licima i profilisanjem

1. FCS ne koristi potpuno automatski proces odlučivanja; uvek je u pitanju ljudska intervencija.

Attachment 3: TERMS AND CONDITIONS

Clause 1. DEFINITIONS

In the Agreement the following terms and expressions shall mean as follows:

Agreement - the Agreement for storage of Biological Material.

Authorised Person - a person to whom FCS shall submit the Biological Material on the basis of appropriate documents confirming the right to their disposal.

Age of Maturity - the age at which the Child acquires full capacity to carry out acts in law under his/her national law, including, but not limited to the capacity to dispose of the Biological Material without the need to obtain the Parents' consent.

Biological Material - Umbilical Cord Blood and cells isolated from it or/and Umbilical Cord which were prepared, frozen and stored at CryoSave, as identified in the Recitals.

CryoSave - the company operating under the name "CryoSave AG in Liquidation, Freienbach, Switzerland or its legal predecessor, direct and indirect affiliate, subcontractor or business partner.

Customer Service - a call-center organized and operated on behalf of FCS for the Parents and the Child, facilitating the Parents and the Child communication in matters related to the Agreement.

DPA - the Swiss Federal Data Protection Act dated 19 June 1992, as amended from time to time.

FamiCord Group - a group of European companies, which are under the direct or indirect control or PBKM, operating cord blood banks and laboratories, specialised in acquiring, isolating and preserving stem cells from afterbirth tissues for further family or private banking. The group is far the biggest European group of companies operating in stem cell banking sector (more about FamiCord Group can be found at famicord.com).

Force Majeure - an external event, unpredictable and unpreventable, including (but not limited to) fire, flooding, earthquake, natural disasters, war, riots, strikes or embargoes.

GDPR - the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

Laboratory - the FamiCord Group laboratory located in Poland and operating under EU and Polish laws, subject to the supervision of the Ministry of Health, having consents and authorization for storage of the Biological Material and subject to the supervision of AABB (former American Association of Blood Banks), where the Biological Material transferred from CryoSave is stored.

My FamiCord Customer Panel - the web service at <https://client.famicordcryobank.ch> via which the Customers conclude the Agreement with FCS, select the offered service options and gain access to information concerning the services provided and their own Agreement account.

Prilog 3: USLOVI I ODREDBE

§ 1. DEFINICIJE

U Ugovoru će sledeći termini i izrazi imati sledeće značenje:

Ugovor - Ugovor za skladištenje biološkog materijala.

Ovlašćena osoba - osoba kojoj FCS će dostaviti biološki materijal na osnovu odgovarajućih dokumenata kojima se potvrđuje pravo na raspolaganje.

Doba zrelosti - dob u kojoj dete stiče punu sposobnost da deluje zakonito u skladu sa svojim nacionalnim zakonodavstvom, uključujući, ali ne ograničavajući se na sposobnost raspolaganja biološkim materijalom bez potrebe za pristankom roditelja.

Biološki materijal - Krv iz pupčane vrpce I ćelije izolirane i/ili pupčane vrpce koje su pripremljene, zamrznute i pohranjene u Cryo Saveu, kako je navedeno u uvodnim izjavama.

CryoSave - kompanija koja radi pod imenom "CryoSave AG in Liquidation, Freienbach, Switzerland ili njihov pravni predhodnik, direktno I indirektno je povezana, sa podizvođačem ili poslovnim partnerom.

Služba za korisnike - znači pozivni centar koji organizuje i vodi u ime kompanije FCS za roditelje i dete da bi se olakšala komunikacija roditelja i deteta po pitanjima vezanim za Ugovor.

DPA - Švajcarski savezni zakon o zaštiti podataka od 19. juna 1992. godine koji se povremeno menja.

FamiCord Group - grupa evropskih kompanija, koje su pod direktnom ili indirektnom kontrolom ili PBKM-om, koje vode banke i laboratorije krvi iz pupkovine, specijalizovane za nabavku, izolaciju i očuvanje matičnih ćelija iz naknadnog tkiva za dalje porodično ili privatno bankarstvo. Grupacija je daleko najveća evropska grupa kompanija koje posluju u sektoru bankarstva matičnih ćelija (više o FamiCord grupi možete pronaći na famicord.com).

Viša sila - vanjski događaj, nepredvidiv i neizbežan, uključujući (ali ne ograničavajući se na) požar, poplavu, zemljotres, prirodne katastrofe, rat, nemire, štrajkove ili uvođenje embarga.

GDPR - UREDBU (EU) 2016/679 EVROPSKOG PARLAMENTA I SAVETA od 27. Aprila 2016. o zaštiti fizičkih lica u pogledu ličnih podataka i o slobodnom kretanju tih podataka I ukidanje Direktive 95/46/EC.

Laboratorija - FamiCord Group laboratorija smeštena u Poljskoj i radi u okviru EU i poljskih zakona, podleže nadzoru Ministarstva zdravlja i poseduje saglasnosti i ovlašćenja za skladištenje biološkog materijala i podleže nadzoru AABB-a (bivša Američka asocijacija banaka krvi) u kojoj se skladišti biološki materijal prenesen iz kompanije CryoSave.

Moj FamiCord korisnički panel - internet usluga na <https://client.famicordcryobank.ch> preko koga korisnici zaključuju ovaj Ugovor sa kompanijom FCS, biraju ponuđene opcije za usluge i dobijaju pristup informacijama koje se tiču pruženih usluga i svom nalogu Ugovora.

Personal Data - information about the Parent Mother, Parent Father and Child provided in the Agreement and obtained, as well as processed by FCS or other entities belonging to the FamiCord Group and their subcontractors to perform the Agreement.

PBKM - the company Polski Bank Komórek Macierzystych S.A. with its registered office in Warsaw, Poland, being a member of the FamiCord Group.

Prepaid Period - a period for which the Customers had made payments to CryoSave and during which the Biological Material was supposed to be stored by CryoSave without making additional payments.

Reference Sample - a portion of frozen material that was secured to perform additional tests before using the Biological Material for therapeutic purposes.

Umbilical Cord Blood - fetal blood collected by umbilical cord puncture during childbirth.

Stem Cells - cells isolated from Umbilical Cord Blood to be used for therapy.

Storage Certificate - a document confirming the long-term storage of the Biological Material.

Umbilical Cord - a part of Umbilical Cord.

Clause 2. STORAGE

1. FCS shall provide the following services to the Customers:

1.1. storage of the Biological Material in accordance with the applicable laws and technical standards;

1.2. upon confirmation that an individual sample has been transferred to the Laboratory, provide the Customers with the Storage Certificate concerning the individual Biological Material sample. The Storage Certificate shall be issued in an electronic form.

1.3. at any time during the term of the Agreement and whenever a proven and documented need to do so occurs, make available the Stem Cells taken from the Biological Material stored at the Laboratory to the duly Authorised Persons indicated by the Parents or the adult Child.

2. The Biological Material storage service provided by FCS is a continuous process and consists in storing the Biological Material for consecutive years within the period of the Agreement. During the storage of the Biological Material FCS shall guarantee to observe any and all requirements and standards arising under the applicable laws and regulations.

3. The Biological Material shall be stored in special containers that comply with the appropriate standards in the Laboratory.

4. FCS shall be entitled, upon prior consent of the Customers, to review the parameters of transferred Biological Material, including, but not limited to the number and viability of the cells contained in the Biological Material, by carrying out tests on the material obtained after thawing the Reference Sample, if any.

Lični podaci - informacije o majci, ocu i detetu pružene u Ugovoru i pribavljene i obrađene od strane FCS ili drugog pravnog lica koje pripada FamiCord Group i njihovih podizvođača u izvršavanju Ugovora.

PBKM - kompanija Polski Bank Komórek Macierzystych S.A. sa svojim registovanim sedištem u Varšavi, Poljskoj, koje je član FamiCord Group.

Preplaćeni period - period za koji su korisnici izvršili plaćanja CryoSave i tokom kojeg je biološki materijal trebao biti skladišten kod CryoSave bez provođenja dodatnih plaćanja.

Referentni uzorak - deo zamrznutog materijala koji je obezbeđen za izvršavanje dodatnih ispitivanja pre korišćenja biološkog materijala za terapeutske svrhe.

Krv iz pupčane vrpce - fetalna krv prikupljena punkturom pupčane vrpce tokom porođaja.

Matične ćelije - ćelije izolovane iz krvi iz pupčane vrpce koje će biti korišćene za terapiju.

Potvrda o skladištenju - dokument koji potvrđuje dugotrajno skladištenje biološkog materijala.

Pupčana vrpca - deo pupčane vrpce.

§ 2. SKLADIŠTENJE

1. FCS će korisnicima pružiti sledeće usluge:

1.1. skladištenje biološkog materijala u skladu sa važećim zakonima i tehničkim standardima;

1.2. dostava potvrde o skladištenju korisnicima, koja se odnosi na pojedinačni uzorak biološkog materijala, nakon potvrde da je pojedinačni uzorak prebačen u laboratoriju. Potvrda o skladištenju izdaje se u elektronskom obliku.

1.3. u bilo kom trenutku za vreme važenja ovog Ugovora i kad god postoji dokazana i dokumentovana potreba za tim, treba staviti na raspolaganje matične ćelije uzete iz biološkog materijala koji se skladišti u laboratoriji propisno ovlašćenim licima koje su naveli roditelji ili dete.

2. Usluga skladištenja biološkog materijala obezbeđena od strane FCS je trajan proces i sastoji se od skladištenja biološkog materijala tokom narednih godina u okviru perioda iz Ugovora. Tokom skladištenja biološkog materijala FCS garantuje poštovanje svih zahteva i standarda koji proističu iz primenljivih zakona i regulativa.

3. Biološki materijal će biti skladišten u specijalnim kontejnerima koji su u skladu sa odgovarajućim standardima u laboratoriji.

4. FCS će, nakon prethodne saglasnosti korisnika, imati pravo pregledati parametre prenesenog biološkog materijala, uključujući, ali ne ograničavajući se na broj i održivost ćelija sadržanih u biološkom materijalu, provođenjem ispitivanja na materijalu dobijenom nakon otapanja referentnog uzorka, ako ga ima.

5. Subject to applicable laws, the Customers agree for a change of the Biological Material storage location and continuation of storage at a laboratory other than referred to in § 4 (Storage) of the Agreement if the storage of the Biological Material by or on behalf of FCS cannot be continued due to any technical, organisational, economic or any other reasons. However, this is only possible if: (i) the new laboratory belongs to the FamiCord Group or subcontractors of entities belonging to FamiCord Group or their subcontractors; (ii) it is located in the territory of the European Union, United Kingdom or Switzerland and (iii) holds all the required authorization for storing the Biological Material. FCS shall notify the Customers about such relocation without undue delay but in any case within up to 30 (thirty) days following the change of the location. If the Biological Material is stored at laboratory belonging to third party subcontractors, details of such subcontractors may be obtained by the Customers upon their written request at any time.

6. Unless the laboratory to which the Biological Material is supposed to be transferred by FCS is operated by an entity belonging to the FamiCord Group or its subcontractors and is in the territory of the European Union, United Kingdom or Switzerland, FCS shall inform the Customers on the planned change of the Biological Material storage location at least 30 (thirty) days prior to the planned Biological Material transfer date. Under such circumstances, the Customers may object to changing the Biological Material storage location by sending a written notice to FCS. Unless the Customers send the objection within 30 (thirty) days following the date on which they received the information on the planned Biological Material storage location change, it shall be deemed that they have granted their consent thereto.

7. Prior consent from the Customers for the Biological Material storage location change shall not be required when the transfer of the Biological Material should be effectuated immediately to ensure safety of the Biological Material. In each case FCS shall inform the Customers about the authorised third party entity that is currently storing the Biological Material.

8. FSC declares that it has all the necessary rights to use the Laboratory for storage of the Biological Material pursuant to the Agreement and to fulfil its other obligations under the Agreement and that FSC shall retain these rights for the entire term of this Agreement.

Clause 3. FEES

1. The Parents bear joint and several responsibility for paying the fees defined in **Attachment 1** (Services), on the grounds of the Agreement and applicable law.

2. All the fees arising under the Agreement shall be payable to FCS' bank account. The Parents shall obtain information about the account number for the Agreement with FCS in the first issued invoice. To the extent not otherwise agreed between the Parties, invoices shall be payable within 60 (sixty) calendar days. The date of payment shall be considered to be the date of crediting the FCS account.

3. The first invoice for the Biological Material storage under the Agreement after the end of the Prepaid Period shall be issued not earlier than 1 (one) month before the end of the Prepaid Period. Subsequent invoices, if necessary due to the method of payment chosen by the Customers, shall be issued not earlier than 1 (one) month before the end of the period for which the fees have been paid.

5. Subjekt primenjivog prava, korisnici se slažu sa promenom mesta skladištenja biološkog materijala i nastavka skladištenja u drugoj laboratoriji osim one iz § 4. (Skladištenje) Ugovora, ako skladištenje biološkog materijala od strane ili u ime kompanije FCS ne može da bude nastavljeno iz bilo kojeg tehničkog, organizacionog, ekonomskog ili bilo kojeg drugog razloga. Bilo kako bilo, ovo je moguće samo ako: (i) nova laboratorija pripada FamiCord Group ili podizvođačima subjekata koji pripadaju FamiCord Group ili njihovim podizvođačima; (ii) se nalazi na području Evropske unije, Ujedinjenog Kraljevstva ili Švajcarske i (iii) ima svu potrebnu autorizaciju za spremanje biološkog materijala. FCS ima obavezu da obavesti korisnike o takvom preseljenju bez nepotrebnog kašnjenja ali svakako u roku od 30 (trideset) dana posle promene lokacije. Ako se biološki materijal čuva u laboratoriji koja pripada podizvođaču koji je treće lice, podatke o takvim podizvođačima korisnici mogu da dobiju po pisanom zahtevu u bilo kom trenutku.

6. Osim ukoliko laboratorija u koju biološki materijal treba da se prenese od strane FCS nije pod upravom subjekta koji pripada FamiCord Group ili njegovim podizvođačima i osim ako nije na teritoriji Evropske unije, Ujedinjenog Kraljevstva, ili Švajcarske, FCS ima obavezu da obavesti korisnike o planiranoj izmeni lokacije za skladištenje biološkog materijala najmanje 30 (dana) pre datuma kada se planira transfer biološkog materijala. U takvim okolnostima, korisnici se mogu žaliti na promenu lokacije za skladištenje biološkog materijala slanjem pisanog prigovora FCS. Ako korisnici ne dostave prigovor u roku od 30 (trideset) dana od dana kada su dobili informacije o planiranoj promeni lokacije za skladištenje biološkog materijala, smatraće se da su dali svoj pristanak na njega.

7. Prethodna saglasnost korisnika za promenu lokacije skladištenja biološkog materijala neće biti potrebna kada prenos biološkog materijala treba da se izvrši odmah da bi se osigurala bezbednost biološkog materijala. U svakom slučaju, FCS ima obavezu da obavesti korisnike o ovlašćenom trećem licu koje trenutno skladišti biološki materijal.

8. FSC izjavljuje da ima sva potrebna prava za korišćenje Laboratorija za skladištenje biološkog materijala u skladu sa Ugovorom kao i za ispunjavanje ostalih obaveza iz Ugovora i da FSC zadržava ova prava tokom celog trajanja ovog Ugovora.

§ 3. NAKNADE

1. Roditelji snose solidarnu i srazmernu odgovornost za plaćanje naknade definisane u **Prilogu 1**. (Usluge), na osnovu ovog Ugovora i važećeg zakona.

2. Sve naknade proistekle iz Ugovora se uplaćuju na bankovni račun kompanije FCS. Roditelji će dobiti informacije o broju računa dodeljenog Ugovoru sa kompanijom FCS u prvoj izdatoj fakturi. U meri u kojoj se ugovorne strane ne dogovore drugačije, računi se plaćaju u roku od 60 (šezdeset) kalendarskih dana. Za datum plaćanja smatra se datum prispeća sredstava na račun FCS.

3. Prva faktura za skladištenje biološkog materijala prema Ugovoru posle isteka perioda pretplate izdaje se najkasnije 1 (jedan) mesec pre isteka perioda pretplate. Naredne fakture, ako su potrebne u skladu sa načinom plaćanja koji su odabrali klijenti, izdaju se najkasnije 1 (jedan) mesec pre isteka perioda za koji su naknade plaćene.

4. The payments for any additional services (e.g. Transplant Assistance Package) selected by the Customers will be invoiced and charged by FCS upon selection of the additional service, and in case of services from the Attachment 4, accordingly to wording of relevant Annex constituting the Attachment 4 to the Agreement.

5. Should the Customers choose Switzerland or Germany as a storage location of the Biological Material, the invoice for the initial fee as indicated in the Attachment 1 to the Agreement will be issued by FCS to the Customers upon delivery of the Biological Material to the selected location of storage of the samples.

6. Any and all payments under the Agreement (including payment for additional services if selected) are applicable if at least one sample of the Customers' Biological Material entrusted to CryoSave is confirmed to be stored in the Laboratory.

7. In the case of late payment of fees under the Agreement, FCS is entitled to charge statutory late payment interest for each day of delay.

8. In the case of delay in payment of any fees under the Agreement, FCS shall remind the Customers about the payment due by the date indicated in the request. The Customers acknowledge that if they fail to perform as set forth in the Agreement, their personal data may be used for a debt collection.

9. For the purposes of determining the date on which the Prepaid Period ends, FCS reserves the right to verify the actual existence of such a period, its duration and whether the representations and statements submitted by the Customers under the preceding item are accurate. FCS shall especially be entitled to request from the Customers copies of their contract with CryoSave or a confirmation of payment made to CryoSave as remuneration for Biological Material storage during the Prepaid Period.

10. The Customers agree to receive invoices by e-mail and through the My FamiCord Customer Panel. Invoices shall be sent to the e-mail addresses of the Parents and, if provided, the Child's e-mail address. The Customers hereby confirm that the invoices sent to their e-mail addresses referred to in the preceding sentence shall be treated as duly delivered.

Clause 4. LIABILITY

1. FCS shall be held liable for exercising the care of a prudent businessman while providing the services under the Agreement, including, but not limited to ensuring further uninterrupted and diligent storage of the Biological Material by a third party if storage at the Laboratory cannot be continued due to any technical, organisational, economic or other reasons.

2. The Parties confirm and agree that FCS shall be liable only for the proper storage of the Biological Material since the date of commencing its storage at the Laboratory.

3. FCS's liability shall be excluded to the maximum extent permitted under applicable law where the non-performance, improper performance or damage was caused by reasons not attributable neither to FCS, its group entities nor its subcontractors or as a result of Force Majeure.

4. Plaćanje za sve dodatne usluge (npr. Paket pomoći pri transplantaciji) koje odaberu Kupci biti će fakturisani od FCS-a po izboru dodatne usluge, a u slučaju usluge iz Priloga 4, u skladu sa tekstom relevantnog Aneksa koji čini Prilog 4 Ugovora.

5. Ako klijenti izaberu Švajcarsku ili Nemačku kao mesto skladištenja biološkog materijala, FCS će fakturu za transport, navedenu u Prilogu 1 ugovora, izdati klijentima nakon transporta biološkog materijala do željene lokacije skladištenja uzoraka.

6. Sva plaćanja prema Ugovoru (uključujući plaćanje za dodatne usluge ukoliko su odabrane) su primjenjivi ako se potvrdi da je barem jedan uzorak biološkog materijala Kupca povjeren CryoSaveu pohranjen u Laboratoriji.

7. U slučaju kašnjenja uplate naknada iz Ugovora, FCS ima pravo da naplati zakonsku zateznu kamatu za svaki dan kašnjenja.

8. U slučaju kašnjenja u plaćanju bilo koje naknade u skladu sa Ugovorom, FCS podsetiće korisnike na obavezu plaćanje do datuma navedenog u zahtevu. Korisnici prihvataju da, ako ne ispune obaveze u skladu sa odredbama Ugovora, njihovi lični podaci mogu da se koriste za naplatu duga.

9. U svrhu utvrđivanja datuma na koji se period pretplate završava, FCS zadržava pravo da proveri stvarno postojanje takvog perioda, njegovo trajanje i da li su podnesci i izjave koje su korisnici podneli po prethodnoj tački tačni. FCS naročito ima pravo da zatraži od korisnika primerke ugovora sa CryoSave ili potvrdu o uplati koja je izvršena kao naknada za skladištenje biološkog materijala tokom perioda pretplate, odnosno potvrdu plaćanja prema CryoSave kao naknadu za skladištenje biološkog materijala tokom period pretplate.

10. Korisnici su saglasni da primaju račune e-poštom kao i kroz aplikaciju Moj FamiCord korisnički panel. Računi se šalju na adrese e-pošte roditelja, odnosno deteta, ako je takva adresa podneta. Korisnici ovime potvrđuju da će za se račune poslate na adrese e-pošte koje se pominju u prethodnoj rečenici smatrati da su uredno dostavljeni.

§ 4. ODGOVORNOST

1. FCS je obavezan da obraća dužnu pažnju dobrog privrednika tokom pružanja usluga iz Ugovora, što uključuje, ali nije ograničeno na obezbeđivanje daljeg neprekidnog i savesnog skladištenja biološkog materijala od strane trećeg lica ako skladištenje u laboratoriji ne može da se nastavi usled tehničkih, organizacionih, ekonomskih ili drugih razloga.

2. Ugovorne strane potvrđuju i saglasne su da će FCS biti odgovoran za pravilno čuvanje biološkog materijala samo od datuma početka čuvanja biološkog materijala u laboratoriji.

3. Odgovornost FCS će biti isključena do maksimalne mere dozvoljene važećim zakonom, ako je neizvršavanje, neodgovorajuće izvršavanje ili oštećenje izazvano razlozima koji se ne mogu pripisati ni kompaniji FCS ni pravnim licima iz njene grupe, niti njenim podugovaračima, odnosno ako je posledica više sile.

4. FCS cannot be held liable for the collection, preparation and storage of the Biological Material by CryoSave before the time when the Biological Material was received by the authorised representative of FamiCord Group.

5. FCS cannot be held liable for storing the Biological Material with infected blood, which means that it cannot be held liable for infections of the Biological Material that occurred between the date of freezing the material and the date on which the Biological Material was received by the authorised representative of FamiCord Group.

6. FCS cannot be held liable for the fact that a portion of Umbilical Cord Blood contains too few Stem Cells to allow their efficient use.

7. FCS cannot be held liable for clinical uselessness of the Biological Material transferred that results from reasons other than incorrect storage of the Biological Material portion after it has been transferred to Laboratory.

8. FCS shall not be held liable for any damage to the Biological Material that occurred during transport of the Biological Material conducted at the Customers' request, except for transport of the Biological Material conducted by FCS pursuant to Clause 2 (Storage) above.

9. FCS shall not be held liable for exercising the right to rescind from the Agreement due to fact that the Customers have concluded an agreement for storage of Biological Material with CryoSave Arabia FZ-LLC with registered office in Dubai, UAE (current-name: CellSave Arabia FZ-LLC with registered office in Dubai, UAE) and/or any of its predecessors or successors.

Clause 5. RELEASING THE BIOLOGICAL MATERIAL BEFORE THE CHILD'S AGE OF MATURITY

1. Before the Child reaches the Age of Maturity, the Parents may at any time order release of the Biological Material for medical needs of the Child or of other recipients (the Child's biological siblings, biological parents or biological grandparents). Releasing means passing the Biological Material to an entity that is authorized to use it for treatment. FCS shall release the Biological Material after having received appropriate documents from the authorized entity that confirm the use of the Biological Material for treatment.

2. FCS shall provide the Biological Material at any time directly to the entity that transplants the cells, authorized tissue establishment or to its accredited representative (if requested by the Customers) or on the basis of a written, direct, original instruction of the Authorized Persons who hold the following documents confirming their right to dispose of the Biological Material:

2.1. a statement of will of both Parents with signatures certified by a notary public or a statement of both Parents certified by the doctor supervising the therapy and the hospital's/teaching hospital's lawyer

or

4. FCS ne može da se smatra odgovornim za prikupljanje, pripremu i skladištenje biološkog materijala od strane CryoSave pre nego što je biološki materijal primljen od strane ovlašćenog predstavnika FamiCord Group.

5. FCS ne može da se smatra odgovornim za skladištenje biološkog materijala sa inficiranom krvi, što znači da ne može da se smatra odgovornim za infekcije biološkog materijala do kojih je došlo između datuma zamrzavanja materijala i datuma na koji je biološki materijal primljen od strane ovlašćenog predstavnika FamiCord Group.

6. FCS se ne može biti smatrati odgovornom za činjenicu da uzorak krvi iz pupčane vrpce sadrži premalo matičnih ćelija da bi se efikasno iskoristile.

7. FCS ne može da se smatra odgovornim kliničke neupotrebljivost prenetog biološkog materijala koja proističe iz drugih razloga u odnosu na one koji se tiču nepravilnog skladištenja biološkog materijala nakon što je on dostavljen laboratoriji.

8. FCS ne snosi odgovornost za bilo kakvu štetu na biološkom materijalu koja je nastala tokom transporta biološkog materijala izvršenog na zahtev korisnika, osim transporta biološkog materijala izvršenog od strane FCS u skladu sa gore navedenim članom 2. (Skladištenje).

9. FCS neće biti odgovoran za vršenje prava o odustanku od ugovora zbog činjenice da su klijenti potpisali ugovor za skladištenje biološkog materijala sa CryoSave Arabia FZ-LLC sa glavnim kancelarijom u Dubaiu, UAE (trenutno ime : CellSave Arabia FZ-LLC sa glavnim kancelarijom u Dubaiu, UAE) i/ili bilo kog predhodnika ili naslednika.

§ 5. KORIŠĆENJE BIOLOŠKOG MATERIJALA PRE DETETOVOG PUNOLETSTVA

1. Pre nego što dete postane punoletno, roditelji mogu u bilo koje vreme da daju saglasnost za upotrebu biološkog materijala za medicinske potrebe deteta ili drugih primalaca (detetovi biološka braća i sestre ili biološki roditelji ili biološki babe i dede). Isporuka označava predaje biološkog materijala subjektu koji je ovlašćen da ga koristi za lečenje. FCS isporučuje biološki materijal nakon što od ovlašćenog subjekta dobije odgovarajuće dokumente koji potvrđuju upotrebu biološkog materijala za lečenje.

2. FCS obezbeđuje skladišteni biološki materijal u bilo koje vreme neposredno subjektu koji radi transplantaciju ćelija ili njegovom ovlašćenom predstavniku (po zahtevu korisnika) na osnovu pisanog neposrednog originalnog naloga ovlašćenih lica koja poseduju sledeća dokumenta kojima se potvrđuje njihovo pravo da raspolazu biološkim materijalom:

2.1. izjavu oba roditelja sa potpisima overena kod javnog notara ili izjavu oba roditelja overenu od strane lekara koji nadgleda terapiju i advokata bolnice/istraživačke bolnice.

ili

2.2. a statement of one Parent that he or she holds parental rights (in case of divorce) or the original ruling of a court of law (or its copy certified by a notary public) which proves that one of the Parents is deprived of parental rights and only one of the Parents is authorised to take care of the Child or the court's ruling about establishing care or guardianship

and

2.3 ID card / passport confirming identity of the Parents.

3. The obligations of FCS under the Agreement do not include preparation of the Biological Material for transport and/or the transport the Biological Material to the place indicated by the Parents (unless the Customers have chosen a Transplant Assistance Package or Transplant Assistant Plus Package) from the extended facultative offer of FCS services when signing the present Agreement or at a later date). The duties of FCS are limited only to enabling the authorized entity to receive the Biological Material from the Laboratory or another laboratory in which the Biological Material is stored.

4. No court ruling concerning release of the Biological Material is required if a specialized medical doctor confirms a threat to the life or health of the Child or of a close member of the Child's family. In this case, an application from a specialized medical doctor and a written confirmation of releasing the Biological Material to the hospital/research hospital by the Parents shall be required.

Clause 6. VALIDITY OF THE AGREEMENT AFTER THE CHILD'S AGE OF MATURITY

1. If the Child reaches the Age of Maturity, the validity of the Agreement shall not be interrupted.

2. As soon as the Child reaches the Age of Maturity, the Child shall be fully entitled to release the Biological Material for his or her own medical needs or the needs of the Child's biological siblings, the Child's biological parents or the Child's biological grandparents, unless he or she is fully deprived of legal capacity. The right to release the Biological Material by the Child when he or she reaches the Age of Maturity does not depend on who is a party to the Agreement. The Child shall be authorised to release the Biological Material even if he or she does not sign or accede to the Agreement by his or her consent or does not replace the Parents with respect to the rights and duties arising under the Agreement.

3. The Child that reaches the Age of Maturity shall have the right to release the Biological Material for therapeutic use for her/himself or for the Child's biological siblings, the Child's biological parents or the Child's biological grandparents after providing all of the following documents:

3.1 an appropriate document from the entity that is going to perform treatment using the Biological Material, which confirms the need to use the Biological Material;

3.2 Child's own statement certified by a notary public;

3.3 ID card/passport of the Child.

4. As soon as the Child reaches the Age of Maturity, the Parents may not independently request the Biological Material to be destroyed, released or transferred. The Parents have however the right to terminate the Agreement according to its provisions.

2.2. izjavu jednog od roditelja da on ili ona ima roditeljska prava (u slučaju razvoda) ili originalnu presudu suda (ili kopiju presude overenu kod javnog notara) koja dokazuje da je jedan od roditelja lišen roditeljskog prava i da je samo jedan od roditelja ovlašćen da brine o detetu ili sudsku presudu o hraniteljstvu ili starateljstvu

i

2.3 lična karta / pasoš koja/i potvrđuje identitet roditelja.

3. Obaveze FCS-a prema Ugovoru ne uključuju pripremu biološkog materijala za transport i/ili transport biološkog materijala na mjesto koje su roditelji odredili (osim ako klijenti nisu odabrali paket pomoći pri transplantaciji ili Paket pomoći pri transplantaciji PLUS) iz proširene fakultativne ponude FCS usluga prilikom potpisivanja ovog Ugovora ili poslije). Dužnosti FCS-a su ograničene samo na omogućavanje ovlaštenom subjektu da primi biološki materijal iz Laboratorije ili druge laboratorije u kojoj se biološki materijal čuva.

4. Sudska presuda o davanju biološkog materijala nije neophodna, ako specijalizovani doktor medicine potvrdi da je ugrožen život ili zdravlje deteta ili bliskog člana detetove porodice. U tom slučaju, prijava specijalizovanog doktora medicine i pisana izjava od strane roditelja o davanju biološkog materijala bolnici/istraživačkoj bolnici će biti neophodna.

§ 6. VALIDNOST UGOVORA NAKON ŠTO DETE POSTANE PUNOLETNO

1. Kada dete postane punoletno, validnost ovog ugovora se neće prekinuti.

2. Čim dete postane punoletno, imaće puno pravo da koristi biološki materijal za svoje lične medicinske potrebe ili za potrebe bioloških braće i sestara, svoje biološke roditelje ili svoje biološke babe i dede, osim ako on ili ona nije u potpunosti lišen/a pravne sposobnosti. Pravo da dete koristi biološki materijal kada on ili ona postane punoletan/na ne zavisi od onoga ko je glavni nosilac ovog ugovora. Dete će biti ovlašćeno da koristi biološki materijal čak i ako on ili ona ne potpiše ili ne prihvata ugovor ili ne zameni roditelje uz poštovanje prava i dužnosti koje su izložene u ovom ugovoru.

3. Dete koje postane punoletno imaće pravo da koristi biološki materijal u svrhu svog lečenja ili u svrhu lečenja detetovih bioloških braće i sestara, detetovih bioloških roditelja ili detetovih bioloških baba i deda nakon što priloži svu navedenu dokumentaciju:

3.1 adekvatan dokument od osobe da namerava da se podvrgne lečenju uz korišćenje biološkog materijala, koji potvrđuje potrebu za korišćenjem biološkog materijala;

3.2 Detetovu ličnu izjavu overenu kod javnog notara;

3.3 Lična karta/pasoš deteta.

4. Čim dete postane punoletno roditeljima nije dozvoljeno da samostalno traže uništavanje, korišćenje ili transfer biološkog materijala. Roditelji ipak imaju pravo da raskinu ugovor u skladu sa njegovim odredbama.

5. If the Agreement is terminated by the Parents when the Child reaches the Age of Maturity, FCS shall be entitled to contact the Child at the Parents' address to replace the Parents with respect to the rights and duties arising under the Agreement. If the Child does not respond within 1 (one) month following this contact, FCS shall assume that the Agreement is terminated. Unless the Child duly replaces the Parents under the Agreement, the Parents shall remain jointly and severally liable for any obligations arising under the Agreement, in particular for payment of the fees for FCS's services under the Agreement.

6. FCS agrees that when the Child reaches the Age of Maturity, the Parents may assign the rights and obligations arising under the Agreement to the Child. If the Parents assign the rights and obligations arising under the Agreement to the Child and the Child is not solvent, such assignment shall be considered ineffective.

7. The Child that reaches the Age of Maturity may, by unilateral declaration of will certified by a notary public, transfer any and all rights to handle the Biological Material to the Parents, including the right to use the Biological Material for medical needs of other recipients (the Child's biological siblings, the Child's biological parents or the Child's biological grandparents) in case of transplantation and the patients (the Child's biological siblings, the Child's biological parents or the Child's biological grandparents) in case of administration.

Clause 7. TERM, RESIGNATION AND TERMINATION OF THE AGREEMENT

1. The Agreement has been concluded for an indefinite period.

2. The following reasons provide grounds for FCS to terminate the Agreement with immediate effect subject to section 3 below:

a) whenever for any reasons the payment is not remitted in full or does not reach FCS's account in the amount defined in the Agreement and in **Attachment 1** (Services) or Attachment 4 (Annexes to the BC4CH Contract - Facultative services);

b) whenever the Parents fail to fulfil in time all their obligations defined in § 3 (OBLIGATIONS OF PARENTS) of the Agreement or whenever they fail to perform other activities, negatively affecting a correct and timely provision of the service by FCS; in each such case, the Parents will not be eligible for a refund of any amounts they have paid to CryoSave.

3. FCS will notify the Customers in writing of its intention to terminate the Agreement pursuant to section 2 above and give them 3 (three) months to perform their obligations correctly. The Agreement may only be terminated if the Customers have not performed their obligations despite expiry of the term referred to in the preceding sentence.

4. The Customers shall be entitled to terminate the Agreement with immediate effect, where in the termination letter the Customers may state whether they want the stored Biological Material to be destroyed, transferred or donated only if FCS commits a material breach in performing its contractual obligations described in Clause 2 (STORAGE) above and does not remedy it within 10 (ten) business days after receiving a complaint of the Customers who, on their part, are carrying out their duties properly.

5. The Customers will immediately notify FCS of their intention to apply section 4 above.

5. Ako roditelji raskinu ugovor kada dete postane punoletno, FCS će biti ovlašćena da kontaktira dete na adresi roditelja da bi zamenilo roditelje u skladu sa pravima i dužnostima koje su izložene u ovom ugovoru. Ako dete ne odgovori u roku od jednog (1) meseca od datuma sklapanja ovog ugovora, FCS će smatrati da je ovaj ugovor raskinut. Roditelji zadržavaju zajedničku i pojedinačnu odgovornost za obaveze koje proizilaze iz ovog ugovora, naročito za plaćanje naknada za usluge FCSkoje su izložene u ovom ugovoru, osim ako dete uredno zameni roditelje prema ugovoru.

6. FCS je saglasna da kada dete postane punoletno, roditelji mogu detetu da dodele prava i obaveze koje proizilaze iz ovog ugovora. Ako roditelji prepisu prava i obaveze izložene u ovom ugovoru na dete i dete nije solventno, takav dogovor će se smatrati nedelotvornim.

7. Kada postane punoletno, dete može da, pomoću jednostrane dobrovoljne izjave overene kod javnog notara, prenese bilo koje ili sva prava na rukovanje biološkim materijalom roditeljima, uključujući i pravo da koriste biološki materijal za medicinske potrebe drugih primalaca (detetovih bioloških braće i sestara, detetovih bioloških roditelja ili detetovih bioloških baba i deda) u slučaju transplantacije i pacijenata (detetovih bioloških braće i sestara, detetovih bioloških roditelja ili detetovih bioloških baba i deda) u slučaju primanja terapije.

§ 7. USLOVI, ODUSTAJANJE I RASKIDANJE UGOVORA

1. Ugovor je zaključen na neodređeni period.

2. Sledeći razlozi pružaju osnove da FCS raskine ugovor što odmah stupa na snagu na osnovu odredbi iz odeljka 3 u nastavku:

a) Bilo kada, kada zbog bilo kojih razloga uplata nije izvršena u celosti ili uplata ne stigne na račun FCSu iznosu koji je definisan u ugovoru i u prilogu 1 (Usluge) ili Prilogu 4 (Aneksi BC4CH ugovora - Fakultativne usluge);

b) Kad god roditelji ne ispune na vreme sve svoje obaveze definisane u § 3 (OBAVEZE RODITELJA) ugovora ili kad god ne obavljaju ostale aktivnosti, koje shodno tome negativno utiču na pravilno i blagovremeno pružanje usluga od strane FCS; u svakom od ovih slučajeva, roditelji neće biti podobni za povraćaj bilo kojih troškova koje su platili CryoSave.

3. FCS će obavestiti roditelje u pisanoj formi o svojoj nameri da raskine ugovor na osnovu odredbi iz odeljka 2 u nastavku i da im omogući tri (3) meseca da pravilno ispune svoje obaveze. Ugovor se može raskinuti ako roditelji nisu ispunili svoje obaveze uprkos isteku roka utvrđenom u prethodnoj rečenici.

4. Roditelji će imati pravo da raskinu ugovor što odmah stupa na snagu, ako su u obrascu za raskid ugovora naveli bilo da žele da sačuvani biološki materijal bude uništen, prenešen ili doniran, samo ako FCS počini materijalno kršenje u izvršavanju ugovornih obaveza opisanih u Tački 2 (SKLADIŠTENJE) koja je prethodno navedena i ne otkloni ga u roku od deset (10) radnih dana nakon prijema žalbe roditelja koji su sa svoje strane pravilno obavljali svoje dužnosti.

5. Roditelji će odmah obavestiti FCS o svojoj nameri da primene gore navedene odeljak 4.

6. The Parties accept and agree that the Customers have the right to terminate the Agreement subject to a notice period of 3 (three) months at any time during the term of the Agreement by sending a notice of their intention to FCS by registered letter. Such notice shall clearly indicate the Customer's intention to terminate the Agreement and determine whether the stored Biological Material shall be destroyed, transferred or donated.

7. Should the Customers decide to transfer the Biological Material to another biobank or tissue establishment upon termination of the Agreement, they shall indicate in their termination notice the address of the new biobank or tissue establishment, as well as the Authorised Person and submit a relevant written order form. The transport of the Biological Material shall be provided by authorised medical courier at the cost and responsibility of the Customers.

In such situation FCS shall be entitled to the one-off payment in the amount of EUR 190 per sample as a reimbursement of FCS' flat costs connected with preparation of the Biological Material to transfer to the new biobank or tissue establishment, including costs of preparation and verification of the relevant documents and costs of technical arrangements. The above one-off payment shall be paid to FCS prior commencement of any actions connected with transfer of the Biological Material the new biobank or tissue establishment.

8. Any refunds will be made within 30 (thirty) business days after the application date, by bank transfer to the current account of the Customers who have applied for the refund, on condition that the application must be properly documented and sent by registered letter to FCS. The Customers shall not be entitled to any refund in case of a termination of the Agreement during the Prepaid Period.

9. The Customers shall be entitled to rescind from the Agreement without providing any reason within 14 (fourteen) days following the execution hereof. The rescission notice shall be delivered in writing to the FCS office.

10. FCS shall be entitled to rescind from the Agreement within 2 (two) years following the execution hereof, if, upon FCS's verification, it occurred that the Customers have concluded an agreement for storage of Biological Material with CryoSave Arabia FZ-LLC with registered office in Dubai, UAE (current-name: CellSave Arabia FZ-LLC with registered office in Dubai, UAE) and/or any of its predecessors or successors. The rescission notice shall be delivered by FCS to the Customers by means of information sent to the e-mail addresses indicated above.

Clause 8. COMPLAINT PROCEDURE

1. In order to facilitate the Customers' communication in matters related to the Agreement, Customer Service maybe be provided by a third party appointed by FCS.

2. The Customers agree that FCS may change the entity providing Customer Service at any time.

3. Complaints concerning the performance under the Agreement shall be made in writing or sent by e-mail within a maximum period of 30 (thirty) calendar days from the day when the Customers became aware of the reason for the complaint. The foregoing shall not preclude the Customers' right to file a complaint after the end of this period. FCS shall consider the complaint within 30 (thirty) calendar days from receipt of the complaint.

6. Strane prihvataju i saglasne su da roditelji imaju pravo da raskinu ugovor na osnovu odredbi iz odeljka 3 u otkaznom roku od 3 (tri) meseca u bilo koje vreme tokom trajanja ugovora slanjem obaveštenja o svojoj nameri FCS preporučenom pošiljkom. Takav otkazni rok jasno navodi namere roditelja da raskine ugovor i određuje da li će skladišteni biološki materijal biti uništen, premešten ili doniran.

7. Ako roditelji odluče preneti biološki materijal u drugu biobanku ili u banku tkiva nakon raskida ugovora, oni će navesti u svom obaveštenju o raskidu ugovora adresu nove biobanke ili banke tkiva, kao i ime ovlašćenog lica i podneti odgovarajući obrazac u pisanoj formi. Transport biološkog materijala će biti sproveden od strane ovlašćenog medicinskog kurira o trošku roditelja i na njihovu odgovornost.

U takvoj situaciji FCS ima pravo na jednokratnu isplatu iznosa od 190 eura po uzorku kao nadoknada paušalnih troškova FCS-a vezano za pripremu biološkog materijala za prenos do nove Bio banke ili ustanove tkiva, uključujući troškove priprema i overa relevantnih dokumenata i troškova tehničkih aranžmana. Ova jednokratna uplata biće isplaćena FCS pre otpočinjenja procedura koje prate transport biološkog materijala.

8. Svaki povraćaj novca će biti obavljen u roku od trideset (30) radnih dana nakon prijave, putem bankovnog transfera na tekući račun roditelja koji su se prijavili za povraćaj novca, pod uslovom da je prijava ispravno dokumentovana i poslata putem registrovanog pisma FCS. Roditelji nemaju pravo na povraćaj novca u slučaju raskida ugovora tokom unapred plaćenog perioda.

9. Kupci imaju pravo da raskinu Ugovor bez navođenja razloga u roku od 14 (četnaest) dana nakon izvršenja ovog zakona. Obavijest o raskidu dostavlja se u pisanoj formi kancelariji FCS-a.

10. FCS ima pravo da se opozove od ugovora u roku od 2(dve) godine nakon izvršenja ovog zakona, ukoliko se nakon FCS-ove verifikacije, dogodilo da su klijenti sklopili ugovor za skladištenje biološkog materijala sa CryoSave Arabia FZ-LLC sa glavnom kancelarijom u Dubaiu, UAE (trenutno ime: CellSave Arabia FZ-LLC sa glavnom kancelarijom u Dubaiu, UAE) i/ili bilo kojim od njegovih predhodnika ili sledbenika. Obaveštenje o raskidu treba da bude dostavljeno od strane FCS-a klijentima putem informacija koje se šalju na e-mail adresu naznačenu iznad.

§ 8. PROCEDURA ŽALBE

1. Da bi se roditeljima olakšala komunikacija koja se tiče pitanja u vezi sa ugovorom, možda će se odrediti osoba za podršku klijentima koju će ovlastiti FCS.

2. Roditelji su saglasni da FCS može da promeni subjekt određivanjem osobe za podršku u bilo koje vreme.

3. Sve žalbe o delovanju ugovora trebaju biti sastavljene u pisanoj formi ili poslate elektronskom poštom u roku od maksimalno trideset (30) dana od dana kada roditelji postanu svesni razloga za žalbu. Prethodno navedeno neće onemogućiti pravo na žalbu roditelja nakon okončanja ovog perioda. FCS će razmotriti žalbu u roku od trideset (30) dana od dana prijema žalbe.

4. Having considered the complaint, FCS shall respond to the Customers by the same means as the complaint was received (letter with confirmation of receipt or e-mail) to the address or e-mail address set forth on the cover page of the Agreement or another address clearly indicated by the Customer in their complaint.

Clause 9. DISPOSAL OF STORED BIOLOGICAL MATERIAL IN CASE OF AGREEMENT TERMINATION

1. Where the Agreement is terminated by the Customers, they shall be entitled to make a written declaration, indicating whether the Biological Material is to be transferred to another authorized tissue establishment, destroyed or disposed otherwise. The written declaration on the manner of disposal of the Biological Material, if not included in the termination notice, shall be made no later than within 30 (thirty) days following the date on which the Agreement ceased to be effective due to termination by the Customers.

2. In case (i) the Agreement is terminated by FCS, or (ii) where after the end of the Prepaid Period the Customers do not pay the fees and do not request a transfer of the Biological Material to another authorized tissue establishment or (iii) the Agreement is terminated by the Customers but the Customers have not made a declaration on disposal of the Biological Material in the termination notice nor pursuant to section 1 above, within 1 (one) year following the date on which the Agreement ceased to be effective due to termination or due to the end of the Prepaid Period, the Biological Material shall be destroyed by FCS.

3. If the Biological Material is destroyed, a destruction certificate, detailing the reason for the destruction, will be drafted. A copy of the certificate will be sent to the Customers only on their request.

4. The Parties confirm that the Customers remain the only persons entitled to the Biological Material irrespective of whether the Agreement has been terminated or the Customers fail to perform their obligations; FCS is in particular not entitled to make any use of the Biological Material during the 1 (one) year period referred to in section 2 above and for any purposes whatsoever (including medical treatment, experimental, R&D, etc.).

Clause. 10 FINAL PROVISIONS

1. Each Party shall notify the other Party of any change of their registered office or place of residence or address for service within 30 (thirty) days from the change. Such notice shall be validly given if made in writing and sent by registered mail, courier or e-mail, or (with reference to notices made by FCS) through the My FamiCord Customer Panel to the addresses indicated in the Agreement. If such notice is not made, any notices or statements of the Parties sent to the address of the other Party indicated in the Agreement shall be considered duly served. If the Customers fail to notify FCS of a change of their address, as a result of which FCS will have a problem with delivering invoices and contacting the Customers for a period longer than 6 (six) months, FCS has the right to acknowledge that the Customers have abandoned the Biological Material and FCS shall be entitled to terminate the Agreement subject to 1 (one) month notice period and to destroy the Biological Material as set forth in Clause 9 (DISPOSAL OF STORED BIOLOGICAL MATERIAL IN CASE OF AGREEMENT TERMINATION) above.

4. Razmotrivši žalbu, FCS će odgovoriti roditeljima na isti način na koji je žalba primljena (pismo potvrde prijema ili elektronska pošta) na poštansku adresu ili adresu elektronske pošte kako je utvrđeno na naslovnoj strani ugovora ili na adresu koju su jasno naznačili roditelji u svojoj žalbi.

§ 9. UKLANJANJE ČUVANOG BIOLOŠKOG MATERIJALA U SLUČAJU RASKIDA UGOVORA

1. U slučaju raskida ovog Ugovora od strane roditelja, roditelji imaju pravo da dostave pismenu izjavu, u kojoj će navesti, da li biološki materijal treba biti prebačen u drugu ovlašćenu banku tkiva, uništen ili drugačije predat. Pismena izjava o raspolaganju biološkim materijalom, osim ako nije uključena u obaveštenju o raskidu, treba biti podnešena najkasnije u roku od trideset (30) dana od datuma izvršenog raskida Ugovora od strane roditelja.

2. U slučaju da je (i) ovaj Ugovor raskinut od strane FCS, ili (ii) nakon završetka unapred plaćenog perioda, roditelji neće uplatiti iznos i neće zahtevati prenos biološkog materijala ili ako je (iii) ovaj Ugovor raskinut od strane roditelja, koji nisu dali izjavu u vezi odlaganja biološkog materijala u obaveštenju o raskidu niti su u skladu sa odredbama gore navedenog odeljka 1, FCS će uništiti biološki materijal u roku od jedne (1) godine od dana kada je prekinut Ugovor zbog raskidanja istog ili zbog završetka unapred plaćenog perioda.

3. Ukoliko biološki materijal bude uništen, izradiće se potvrda o uništavanju, koja će sadržavati razlog uništenja. Korisnici dobijaju kopiju spomenute potvrde na zahtev.

4. Stranke potvrđuju da su korisnici i dalje jedine osobe koje imaju pravo na biološki materijal, bez obzira na to je li Ugovor raskinut ili korisnici ne izvršavaju svoje obaveze; FCS posebno nema pravo koristiti bilo kakav biološki materijal tokom perioda od 1 (jedne) godine naveden u gornjem odeljku 2 i u bilo koje svrhe (uključujući medicinsko lečenje, eksperimentalno, istraživanje i razvoj itd.).

§ 10. ZAVRŠNE ODREDBE

1. Svaka od stranaka obaveštava drugu stranku o svakoj izmeni svog registrovanog sedišta ili mesta prebivališta, odnosno adrese za dostavu, u roku od 30 (trideset) dana od takve izmene. Takva obavest će se valjano dati, ako je podnesena u pisanom obliku i poslana preporučenom poštom, kurirskom službom ili e-poštom, ili (uz upućivanje na obavesti sačinjene od FCS) putem Mog FamiCord korisničkog panela na adrese navedene u Ugovoru. Ako takva obavest nije data, sve obavesti ili izjave stranaka poslana na adresu druge stranke navedene u Ugovoru smatraće se uredno uručenim. Ako korisnici ne obaveste kompaniju FCS o promeni svoje adrese, usled čega kompanija FCS može imati problem sa dostavljanjem računa i kontaktiranjem korisnika u periodu dužem od 6 (šest) meseci, kompanija FCS ima pravo priznati da su korisnici odustali od biološkog materijala i FCS raskinuti Ugovor pod uvetom davanja prethodnog otkaznog perioda od 1 (jednog) meseca i uništiti biološki materijal, kao što je navedeno u čl. 9 (ODLAGANJE SKLADIŠTENOG BIOLOŠKOG MATERIJALA U SLUČAJU UGOVORA O RASKIDU).

2. The Customers hereby agree and confirm that for important reasons FCS may assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its rights, obligations or performance under the Agreement to a third party, including entities that do not belong to the FamiCord Group. In such a case FCS shall inform the Customers of the planned assignment, delegation or transfer, providing to the Customers details of the assignee or transferee. Unless the Customers make objection to such assignment, delegation or transfer within 30 (thirty) days following receipt of FCS's notice, it shall be deemed that they have granted their consent for the planned assignment or transfer.

3. If the operations of FCS are suspended or terminated for any reason that requires the transfer of rights and obligations related to the storage of the Biological Material to any third party, FCS guarantees that the Biological Material may be further stored by a third party - a specialised and authorised entity - on the basis of separate agreements between FCS and PBKM. The Customers shall not incur any costs of transferring the rights and obligations related to the storage of the Biological Material during the term of the Agreement, subject to the obligation to pay the storage fees according to the Agreement to the benefit of the entity that takes over the Agreement.

4. In the following cases:

4.1. FCS ceases to be part of the FamiCord Group or PBKM ceases to be the entity having direct or indirect control over FCS (including, but not limited to by virtue of shareholding, contractual or factual basis); or

4.2. FCS sells its ongoing concerns, or transfers its whole business or parts of it to any third party/parties outside the FamiCord Group, and/or signs any contracts with third parties that might have a similar effect, including lease of operating facilities; or

4.3. a person/persons or an entity/entities from beyond the FamiCord Group acquires ownership over or right to use the Laboratory in whole or in a significant part that creates reasonable doubts as to whether the entities from the FamiCord Group can guarantee effectuation of the Agreement;

FCS shall inform the Customers of such an event within 30 (thirty) days therefrom.

5. Any potential disputes arising between the Parties from or in connection with the Agreement will be submitted to the court of competent jurisdiction. The foregoing shall not preclude the right of the the Customers to use out-of-court settlement of consumer disputes.

6. The applicable law is the law of Switzerland (excluding the Vienna Convention on the Sales of Goods (CISG)). The choice of applicable law shall not deprive the consumer of their rights arising from the mandatory provisions of the law of the country of their habitual residence.

2. Korisnici se ovim slažu i potvrđuju da iz bitnih razloga kompaniji FCS mogu dodeliti ili na bilo koji drugi način preneti sva ili bilo koja od njegovih prava, ili delegirati ili na drugi način preneti sva ili bilo koja njegova prava, obavezu ili izvršenje na treću stranu na osnovu Ugovora, uključujući subjekte koji ne pripadaju kompaniji FamiCord Group. U takvom slučaju kompanija FCS dužna je obavestiti korisnike o planiranom ustupanju, delegiranju ili prenosu, pružajući korisnicima detalje o punomoćniku ili primaocu. Ako se korisnici ne protive takvom ustupanju, delegiranju ili prenosu u roku od 30 (trideset) dana nakon prijema obavesti od kompanije FCS, smatraće se da su dali svoju saglasnost za planirano ustupanje ili prenos.

3. Ako se poslovanje kompanije FCS obustavi ili prekine iz bilo kog razloga, koji zahteva prenos prava i obaveza u vezi sa skladištenjem biološkog materijala na bilo koju treću stranu, kompanija FCS garantuje da biološki materijal može dalje skladištiti treća strana - specijalizovani i ovlašćeni subjekt - na osnovu posebnih ugovora između FCS i PBKM. Korisnici neće snositi nikakve troškove prenosa prava i obaveza vezanih za skladištenje biološkog materijala tokom trajanja Ugovora, uz obavezu plaćanja naknada za skladištenje prema Ugovoru u korist subjekta koji preuzme Ugovor.

4. U sledećim slučajevima:

4.1. FCS prestaje biti deo FamiCord Group ili PBKM prestaje biti subjekt koji ima direktnu ili indirektnu kontrolu nad FCS (uključujući, ali ne ograničavajući se na osnovu deonice, ugovorne ili činjenične osnove); ili

4.2. FCS prodaje svoje stalne interese ili prenosi celokupni posao ili njegove delove na bilo koju treću stranu/stranke izvan FamiCord Group, i/ili potpiše bilo kakve ugovore sa trećim stranama koji mogu imati sličan efekat, uključujući najam operativnih objekata; ili

4.3. osoba/osobe ili subjekt/subjekti koji su izvan FamiCord Group stiče/-u vlasništvo nad ili pravo na korištenje laboratorije u celini ili u značajnom delu što stvara opravdane sumnje mogu li subjekti iz FamiCord Group garantovati provođenje Ugovora;

Kompanija FCS je dužna obavestiti korisnike o takvom događaju u roku od 30 (trideset) dana od tada.

5. Svi potencijalni sporovi koji nastanu između stranaka iz ili u vezi sa Ugovorom biće predani nadležnom sudu. Gore navedeno ne isključuje pravo korisnika na rešavanje potrošačkih sporova vansudskim poravnanjem.

6. Važeći zakon je zakon Švajcarske (isključujući odredbe Konvencije Ujedinjenih nacija o ugovorima o međunarodnoj prodaji robe). Utvrđivanjem važećeg zakona potrošaču ne oduzimaju se prava koja proizilaze iz obaveznih odredbi zakona zemlje u kojoj ima prebivalište.

7. Should any of the provisions of the Agreement be or become void or be held illegal or invalid, all other provisions shall remain in full force and effect, it being hereby agreed that such provisions are severable and that, to the maximum extent possible, the Agreement shall be construed in all respects as if such void, illegal or invalid provisions were omitted, and the void and invalid provisions shall be forthwith replaced by other provisions to be agreed upon by the Parties, valid in form and substance, and which shall accomplish as nearly as possible the purpose and intent of the void or invalid provisions in due course.

7. Ako bilo koja od odredbi Ugovora bude ili postane poništena ili proglašena nezakonitom ili nevažećom, sve ostale odredbe ostaju na snazi i proizvode pravno dejstvo, ako bude postignut dogovor da su takve odredbe ozbiljne, u najvećoj mogućoj meri, Ugovor će se u svakom pogledu tumačiti kao da su takve odredbe poništene, nezakonite ili nevažeće, te izostavljene, a poništene i nevažeće odredbe odmah će se zameniti drugim odredbama, o kojima stranke postignu dogovor, a koje su formalno i suštinski važeće, i koje se izvršavaju pravovremeno što je moguće više u skladu sa svrhom i namerom poništenih ili nezakonitih odredbi.