

**Annex no. 2 dated .....**  
**to the Agreement for storage of biological material number**  
**..... concluded on ..... (further referred to as:**  
**Agreement) between the:**

1. **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, represented by:

**Gunther Ceusters** - Member of the Management Board,

hereinafter referred to as "**FCS**"  
and

**PARENT - MOTHER:**

Name

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Surname

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Address of residence, street,  
house number, apartment  
number

Post code

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City / town

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Country

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ID number

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Mobile phone number

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E-mail

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## **PARENT - FATHER:**

Name

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Surname

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Address of residence, street,  
house number, apartment  
number

Post code

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City / town

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Country

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ID number

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Mobile phone number

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E-mail

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## **CHILD**

Name

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Surname

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Address of residence, street,  
house number, apartment  
number

Post code

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City / town

---

Country

---

ID number

---

Mobile phone number

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E-mail

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**duly represented by his/her legal representative.**

## CORRESPONDENCE ADDRESS

Street, house number,  
apartment number

Post code, city / town, country

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**(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").**

*The Parents have chosen Cord Tissue Validation from FCS' facultative offer under the following terms and conditions:*

## I. TERMS OF THE SERVICE

**FCS states and the Parents agree on Cord Tissue Validation package fee as:**

Service	Price
Cord Tissue Validation	440 €

The payments for Cord Tissue Validation package selected by the Customers will be invoiced and charged by FCS directly after concluding this Annex. The payment must be done within 14 (fourteen) days of the invoice date. Commencement of provision of Cord Tissue Validation service is conditioned on prior payment of the fee indicated above.

Any and all payments under the Annex are applicable if at least one sample of the Customers' Biological Material entrusted to CryoSave is confirmed to be stored by FCS.

## II. CORD TISSUE VALIDATION DESCRIPTION

1. If the biological material is stored in the Laboratory and the Clients have not chosen any other service offered by FCS, the commencement of isolation of multipotential mesenchymal stem cells in an accredited laboratory in the performance of the service Cord Tissue Validation will take place within 4 months from the date of signing this Annex. Otherwise, in particular when the Clients have also chosen other services provided by FCS or when the Biological Material is stored in a different location, FCS is entitled to change the above date of commencement of the service provision, in particular to extend the time needed to perform another service chosen by the Clients or transport the Child's Biological Material to the appropriate accredited laboratory providing the service. In such a case, FCS will inform the Clients about the new deadline for the service.

2. The implementation of Cord Tissue Validation involves the defrosting of one portion of the Umbilical Cord stored by the Customers which the Customers order, acknowledge and declare being aware that the decision in this regard cannot be withdrawn or revoked. In addition, Customers acknowledge that in the event of ineffectiveness of the service, they consent to the disposal of that portion of the umbilical cord that was used to perform the service. To the

extent permitted by the mandatory provisions of law, FCS shall not be liable for the loss of a portion of the Umbilical Cord due to the above-mentioned reason and the ineffectiveness of the Cord Tissue Validation service. The disposal of the umbilical cord portion does not involve any additional fees for customers. The ineffectiveness of the service is understood as the failure to isolate at least 0.5 million stem cells. As a result of the successful performance of the ordered service a specimen with isolated stem cells will be created which, provided that at least 0.5 million stem cells are isolated, is sent for storage. As confirmation of the service, FCS will send customers a certificate confirming the number of isolated live stem cells in an electronic form.

3. If the stem cells are not isolated from the umbilical cord portion in the amount indicated in paragraph 3, the certificate will not be issued. In this case, the customer will receive information about the ineffectiveness of the service to the e-mail address provided.

3.1. If the stem cells are not isolated from the umbilical cord portion in the amount indicated in paragraph 3 and when Parents are willing and where it is possible for the Child or patients being the Child's relatives (only Child's biological siblings, Child's biological parents and biological grandparents) to undergo experimental medical treatment with an advanced therapy medicinal product of mesenchymal stem cells from material from an honorary donor if such material is available, FCS guarantees to the Parents that the healthcare entity conducting the experimental medical treatment shall grant the Parents a discount due to the fact that the medicinal product of mesenchymal stem cells from the Umbilical Cord (MSC cells) was manufactured by a company from the FCS' capital group. Discount will be granted for the fees resulting from no more than five medicinal product of mesenchymal stem cells from the Umbilical Cord (MSC cells) administrations. Discounts shall be provided as an amount, depending on the type of Biological Material stored by the Parents with FSC, and the final discount shall be determined individually by the healthcare entity, depending on the updated cost of manufacturing quantity of cells necessary for the experimental treatment. Information on discounts already granted and a list of healthcare entities that provide them may be obtained from the FCS' Medical Director.

4. The condition for attempting to implement Cord Tissue Validation service is the Customer's possession of confirmation of the storage of the frozen Umbilical Cord in the Laboratory or other laboratories of the FamiCord Group and a negative result of the Parent-Mother's blood tests in terms of: HIV, HBV, HCV, Syphilis.

### **III. FINAL PROVISIONS**

The Annex was read and accepted by Customers and concluded in electronic form.

The Customers shall be entitled to rescind from this Annex without providing any reason within 14 (fourteen) days following the execution hereof. The rescission notice shall be delivered in writing to the FCS office. The Customers hereby request to commence performance of the service before the elapse of the 14 (fourteen) days rescission period. In the case of provision of the Cord Tissue Validation service before the elapse of the 14 (fourteen) days rescission period, the Customers shall not be entitled to rescind the Annex. In the event of rescission from the Annex within 14 (fourteen) days rescission period, Customers will be obliged to pay the amount calculated in proportion to the extent of the service rendered up to the date of rescission if the payment for Cord Tissue Validation has not been made by the date of rescission, and if the payment for Cord Tissue Validation has been made before the date of rescission, FCS will reimburse Customers an amount of the paid fee less the amount calculated in proportion to the extent of the services rendered up to the date of rescission.

This Annex constitutes an integral part of the Agreement and unless otherwise defined, the terms written in capital letter herein shall have the meaning set forth in the Agreement.

Any matters not regulated herein shall be regulated by the relevant provisions of the Agreement.

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

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.