

## AGREEMENT FOR STORAGE OF BIOLOGICAL MATERIAL NUMBER

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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

### PARENT - MOTHER:

Name

Surname

Address of residence, street,  
house number, apartment  
number

Post code  City / town

Country

ID number

Mobile phone number

E-mail

### PARENT - FATHER:

Name

Surname

Address of residence, street,  
house number, apartment

number

Post code

City / town

Country

ID number

Mobile phone number

E-mail

## CHILD

Name

Surname

Address of residence, street,  
house number, apartment  
number

Post code

City / town

Country

ID number

Mobile phone number

E-mail

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

## CORRESPONDENCE ADDRESS

Street, house number,  
apartment number

Post code, city / town, country

**(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 declare that on:

(date of childbirth)

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

**Cord blood**      **Cord tissue**

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The Child's given name and  
family name

was collected and then the Biological Material was prepared, frozen and stored at the company operating under the name CryoSave AG in Liquidation, Freienbach, Switzerland ("**CryoSave**").

## **WHEREAS**

1. The Customers entrusted the Biological Material pursuant to the agreement between the Parents and CryoSave, or/and its legal predecessor, direct and indirect affiliate, subcontractor or business partner, including entities not running a business at the time of the conclusion of the Agreement ("**Other Entities**"), however due to transfer of the Biological Material originally stored by CryoSave to the laboratory of PBKM ("**Laboratory**"), which belongs to the FamiCord Group, the Parents do not have any interest in continuing and will not continue their relationship with CryoSave or/and Other Entities, even if their agreement with CryoSave or/and Other Entities 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.

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 and are still in a suitable condition for storage § 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. The same notice and the same result will be given if the samples are not in a suitable condition for storage.

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

### **§ 2 GENERAL PROVISIONS**

1. The subject of this 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.

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 or/and Other Entities 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/or commercial activities if the consent has been given, whereby in any case the data is processed in accordance with 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. 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. Each storage location offers equivalent quality standards.

4. 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) or (iii) within twelve (12) months from the date of submitting to FCS the decision to change the Laboratory, if the Parents has made such decision during the term of the Agreement. If the Customers decided or will decide during the term of the Agreement 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 or/and the Other Entities.

have made a partial prepayment for the storage of the Biological Material pursuant to the agreement between the Parents and CryoSave or/and the Other Entities.

2. FCS hereby undertakes to honour the prepayment made by the Parents to CryoSave or/and the Other Entities 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, 10 or 20 years as indicated in Attachment 1 Services) - on the day on which the Prepaid Period ended or on which the Agreement is concluded.

### **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 Customers purchase 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 section 4.

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, 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 valorization shall not pertain to those fees if the Customers purchased the Price Guarantee package for the period indicated in paragraph §5 section 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 the 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.

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.

## CONSENTS

### CONSENTS

## Attachments

### Attachment 1: Services

### Attachment 2: Personal Data Processing Policy

**Attachment 3: TERMS AND CONDITIONS**

**Attachment 4: Annexes to the BC4CH Contract - Facultative services**

## ATTACHMENT 1 SERVICES

### THE STORAGE BIOLOGICAL MATERIAL OF THE CHILD

#### Cord blood

#### Cord tissue

Payment type	Price	Choice (just one)
Yearly fee	109 €	
Prepayment for 5 years	515 €	
Prepayment for 10 years	980 €	
Prepayment for 20 years	1740 €	

### EXTENDED FACULTATIVE OFFER OF FCS SERVICES

Service	Price	Choice
Transplant Assistance Package	54 €	
Transplant Assistance Plus Package	64 €	
Cord Tissue Validation	490 €	
Price Guarantee Package	190 €	

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.

### ANOTHER BIOLOGICAL MATERIAL STORAGE LOCATION - ONE OFF FEE

Service	Price	Choice
Initial fee for storage (Poland)	0 €	<input type="checkbox"/>
Initial fee for storage (Switzerland)	390 €	<input type="checkbox"/>
Initial fee for storage (Germany)	390 €	<input type="checkbox"/>



## Attachment 2: Personal Data Processing Policy

Dear Customers,

in compliance with Articles 13 and 14 of 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 ("**GDPR**") and the equivalent provisions of the Swiss Federal Act on Data Protection dated 01 September 2023 ("**DPA**") – please be informed that:

Data Controller:

FamiCord Suisse SA

c/o Studio Fiduciario Pagani SA, Corso Pestalozzi 3, Palazzo Ransila 2, 6900 Lugano, Switzerland

[dpo@famicord.ch](mailto: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](mailto: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 sp. z o. o.

Al. Jana Pawla II 29

00-867 Warsaw, Poland

[inspektor@pbkm.pl](mailto: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;

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

The Personal Data such as e-mail address, telephone number and address is processed based on consent for the purpose of contacting you to provide commercial information by members of the FamiCord Group. Consent may be withdrawn at any time. If you withdraw the consent we can't provide further commercial information about our products to you. 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 FamiCord Group 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**

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 Recipient**

1. "Recipient" 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 Commission Decision of 26 July 2000 (2000/518/EC), subsequently confirmed on 15 January 2024, 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. If necessary, Data Controller has concluded suitable guarantees for the transfer within the meaning of the GDPR and the DAP. 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. 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](mailto: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;
- to withdraw your declaration of consent under data protection law at any time. The withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.

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](mailto: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 Consequences of not providing the data**

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 commercial information about FamiCord Group products or about FCS activities and the events organized 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.

### Attachment 3: TERMS AND CONDITIONS

#### Clause 1. DEFINITIONS

In in this Attachment no. 3 the following terms and expressions shall mean as follows.

In addition, in the Agreement following terms and expressions shall mean as follows, unless the Agreement provides otherwise:

**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, including entities not running a business at the time of the conclusion of the Agreement.

**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 Act on Data Protection dated 01 September 2023, 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.

**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 sp. z o. o. 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.

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, organizational, 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. FCS 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 FCS 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 30 (thirty) calendar days. The date of payment shall be considered to be the date of crediting the FCS account.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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, organizational, 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. 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) 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**

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.

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.

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 to 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 may 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.

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 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.

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 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.

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.