

Annex no. 1 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

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

(Parent-Mother and Parent-Father are together hereinafter referred to as the "Parents", and each of them individually as a "Parent". 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 **Transplant Assistance Package** from FCS' facultative offer under the following terms and conditions:

I. TERMS OF THE SERVICE

FCS states and the Parents agree on Transplant Assistance Package fee as:

Service	Price
Transplant Assistance Package	54 €

In the event of the necessity to use the services from Transplant Assistance Package within first year from conclusion of the Annex the Customers shall be required to pay additional flat fee in the amount of EUR 1,000.00. No additional payment is required in the event of the necessity to use the services from Transplant Assistance Package in the subsequent years of duration of the Annex.

The payments for Transplant Assistant Package will be invoiced and charged by FCS directly after concluding this Annex, and every consecutive year in advance for each year period.

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. TRANSPLANT ASSISTANCE PACKAGE DESCRIPTION

As part of the Transplant Assistance FCS offers to Customers following services which will be performed when transplantation of haematopoietic stem cells (HSCT) is needed to perform for the CHILD :

- an online haematologist or transplantologist consultation based on the analysis of the medical documentation send by the Parents to FCS by e-mail,
- Transplantation HLA test of a Umbilical Cord Blood,
- CD 34+ cells and nucleated erythrocytes count (from a defrosted reference sample),
- Cells viability test and WBC count (from a defrosted reference sample),

- Complete blood count (CBC),
- Haemopoietic progenitor cells count (from a defrosted reference sample),

In the case of standard transplantations, FCS shall ensure delivery of haemopoietic stem cells acquired from Umbilical Cord Blood and/or placental blood from the storage site to every transplantation centre in the world according to previously reported and confirmed needs and arrangements between the Parties.

III. FINAL PROVISIONS

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

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 to the address indicated above. The Customers hereby request to be covered by the Transplant Assistance Package from the day of conclusion of the Annex, i.e. before the elapse of the 14 (fourteen) days rescission period. In the case of provision of the services from the Transplant Assistance Package 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 services rendered up to the date of rescission if the payment for Transplant Assistant Package has not been made by the date of rescission, and if the payment for Transplant Assistant Package 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.

The Parties accept and agree that the Customer shall have the right to terminate the Annex with effect at the end of the current chargeable period. The termination notice shall be delivered in writing to FCS. Filing of the termination notice shall not preclude or limit Customer's obligation to pay the fee for the period in which the Annex is still in force.

Termination of the Annex shall not affect the Agreement which shall remain in

force unless terminated or rescinded in accordance with the relevant regulations of the Agreement.

In the event of lack of payment for the Transplant Assistant Package, section 2 -3 of Clause 7 (TERM, RESIGNATION AND TERMINATION OF THE AGREEMENT) of the Attachment 3: Terms and Conditions to the Agreement shall apply accordingly.

The Parents represent and warrant FCS that the Annex is duly executed (also on behalf of the Child). 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. The Annex is concluded for the duration of 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.