

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

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").

Whereas,

The Parents have chosen **Transplant Assistance Plus 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 Plus Package fee as:

Service	Price
Transplant Assistance Plus Package	64 €

In the event of the necessity to use the services from Transplant Assistance Plus Package within first year from conclusion of the Annex the Customers shall be required to pay additional flat fee in the amount of EUR 1,500.00. No additional payment is required in the event of the necessity to use the services from Transplant Assistance Plus Package in the subsequent years of duration of the Annex.

The payments for Transplant Assistant Plus 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 PLUS PACKAGE DESCRIPTION

1. Transplant Assistance Plus Package refers to:

- haemopoietic stem cells (HSC) collected/harvested from Umbilical Cord Blood and/or placental blood used as part of standard medical/therapeutic transplantations,
- haemopoietic stem cells (HSC) collected/harvested from Umbilical Cord Blood and/or Placental Blood used as part of experimental medical treatments,
- mesenchymal stem cells (MSC) harvested from the Umbilical Cord fragment administrations as part of experimental medical treatments.

As part of the Transplant Assistance Plus Package, FCS ensures the following:

a) for standard transplantation of haemopoietic stem cells acquired from Umbilical Cord Blood and/or Placental Blood, as well as for administrations of stem cells from Umbilical Cord Blood and/or Placental Blood as part of experimental medical treatments:

- 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.

b) In the event the stored Biological Material needs to be used for experimental therapies, Customers will receive additional services, depending on whether the therapy involves the administration of cells from Umbilical Cord Blood or mesenchymal stem cells (MSC):

- in case of administration of MSC cells, the Customers will be included in the programme to facilitate access to experimental therapies (described in general in Article 2 below; specific details of the programme may be obtained from FCS),
- in case of administration of stem cells from Umbilical Cord Blood, the Customers will be granted access to FamiCord Group Expanded Access Protocol Cord Blood for Brain Development (described in Articles 3, 4 and 5 below).

2. 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 the Umbilical Cord (MSC cells) stored at FCS (Family Material) or from material from an honorary donor, 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.

3. The Transplant Assistance Plus Package includes Child's qualification for the autologous administration of stem cells collected/harvested from Umbilical Cord Blood and/or Placental Blood (hereinafter: the Procedure), where the Child whose Umbilical Cord Blood and/or Placental Blood was obtained is diagnosed with cerebral palsy or autism spectrum disorders (according to medical program "FamiCord Group Expanded Access Protocol - Cord Blood for Brain Development"). The Procedure may be performed once

all the conditions specified in the rules for this programme (available at: <https://www.pbkm.pl/en/about-us/famicord-group-expanded-access-protocol-cord-blood-for-cerebral-palsy>) and set forth in section 4 below have been met jointly. FCS offers coordination of the Child's application for qualification to the autologous administration of stem cells, performance of necessary tests mentioned under item 1 sec. a) above and transportation of an aliquot of the Child's stem cells to the medical centre which is to perform the administration, as well as coverage of the costs incurred for the Child's stay at the centre related the administration for up to 2 days. The costs of the Child's stay shall be paid by FCS directly to the centre or reimbursed to the Parents based on a listing of costs/invoices issued by the centre.

4. Conditions for performing the Procedure, to be met jointly, are as follows:

- a) Storage of Umbilical Cord Blood and/or Placental Blood according to the Agreement,
- b) Qualification of the stored Umbilical Cord Blood and/or Placental Blood to be used by the FCS' Medical Director, assuming at least 1×10^7 TNC/kg of the Child's weight upon qualification,
- c) Qualification of the Child for the Procedure by the competent doctor in charge of the Child's treatment as part of the experimental medical treatment (which is beyond the control of FCS),
- d) Obtaining all the required consents related to participation in the medical experiment (which is beyond the control of FCS),
- e) No contraindications for usage based on provided medical questionnaire.

5. Parents acknowledge that autologous administration of stem cells acquired from Umbilical Cord Blood and/or Placental Blood as part of treatment for diseases such as cerebral palsy or autism is a non-standard procedure and is performed at healthcare entities collaborating with FCS which are independent of FCS. These entities administer stem cells as part of experimental medical treatment. When Parents submit a written statement confirming their willingness to use the Procedure, FCS shall indicate the

entities where the Procedure may be performed. Qualification of the Child is performed by the healthcare entity. If the Child is not eligible for the Procedure, FCS shall cancel the Parents' subscription fee for the storage of Umbilical Cord Blood-derived stem cells and/or Placental Blood for the period of one year.

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 be covered by the Transplant Assistance Plus 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 Plus 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 Plus Package has not been made by the date of rescission, and if the payment for Transplant Assistant Plus 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 Plus 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.