

**Annex no. 1 dated .....  
to the Agreement for storage of biological material number  
..... concluded on ..... (further referred to as:  
Agreement) between the:**

**/  
Aneks br. 1 datum .....  
Ugovoru o skladištenju biološkog materijala broj  
..... zaključenog ..... (dalje pod nazivom:  
Sporazum) između:**

**1. 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 Sumpfstrasse 26, 6312 Steinhausen, Switzerland, and registration number CHE-113.983.891, represented by:

**Gunther Ceusters** - Member of the Management Board, hereinafter referred to as "**FCS**" and

**1. 1. FamiCord Suisse SA, kompanija FamiCord grupe, koja je osnovana i postoji prema zakonima Švicarske sa sjedištem na adresi c/o**

Sumpfstrasse 26, 6312 Steinhausen, Švicarska, i registarski broj CHE-113.983.891, Koju 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 stanovanja, ulica, kućni brojbroj stana

Post code / Poštanski broj

City / town / Grad / mesto

Country / Država

ID number / Broj lične karte

Mobile phone number / Broj mobitela

E-mail

## PARENT - FATHER: / RODITELJ - OTAC:

Name / Ime

Surname / Prezime

Address of residence, street,  
house number, apartment  
number / Adresa stanovanja,  
ulica, kućni brojbroj stana

Post code / Poštanski broj

City / town / Grad / mesto

Country / Država

ID number / Broj lične karte

Mobile phone number / Broj  
mobitela

E-mail

## CHILD: / DETE:

Name / Ime

Surname / Prezime

Address of residence, street,  
house number, apartment  
number / Adresa stanovanja,  
ulica, kućni brojbroj stana

Post code / Poštanski broj

City / town / Grad / mesto

Country / Država

ID number / Broj lične karte

Mobile phone number / Broj  
mobitela

E-mail

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

**propisno zastupan od strane njegovog/njenog  
zakonskog zastupnika.**

## **CORRESPONDENCE ADDRESS / ADRESA ZA KORESPONDENCIJU**

Street, house number,  
apartment number /  
Ulica, kućni broj, broj stana

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Post code, city / town, country /  
Poštanski broj, grad/mesto,  
država

**(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").**

**(Roditelji, dete i FCS se zajedno u daljem tekstu nazivaju "Strane", a svaka od njih pojedinačno kao "Strana"; Roditelji i dete se u daljem tekstu zajedno nazivaju i "Kupci").**

The Parents have chosen **Transplant Assistance Package** from FCS' facultative offer under the following terms and conditions:

Roditelji su odabrali **Paket pomoći pri transplantaciji** iz fakultativne ponude FCS-a pod sljedećim uslovima i odredbama:

## I. TERMS OF THE SERVICE

## I. USLOVI USLUGE

**FCS states and the Parents agree on FCS i Roditelji se slažu oko naknade za paket Transplant Assistance Package fee as: pomoći pri transplantaciji kao**

Service / Usluga	Price / Cena
Transplant Assistance Package Paket pomoći pri transplataciji	54 €/per year/godišnje

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.

U slučaju potrebe korišćenja usluga iz Paketa transplantacione pomoći u toku prve godine od zaključenja Aneksa, Klijenti su dužni da plate dodatnu paušalnu naknadu u iznosu od 1.000,00 EUR. Nije potrebno dodatno plaćanje u slučaju potrebe za korištenjem usluga iz Paketa pomoći pri transplantaciji u narednim godinama trajanja Aneksa. Uplate za Paket pomoći pri transplataciji će se fakturisati i naplaćivati od strane FCS-a direktno nakon zaključenja ovog Aneksa, i svake uzastopne godine unaprijed za svaku godinu. Bilo koja plaćanja prema Aneksu su primjenjiva ako FCS potvrdi da je barem jedan uzorak biološkog materijala kupaca poveren CryoSaveu AG in Liquidation.

## 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.

## II. OPIS PAKETA ZA POMOĆ U TRANSPLATACIJI

U sklopu Asistencije pri transplantaciji FCS nudi klijentima sljedeće usluge koje će se obavljati kada je potrebna transplantacija hematopoetskih matičnih ćelija (HSCT) za DETE:

- online konsultacije hematologa ili transplantologa na osnovu analize medicinske dokumentacije koju roditelji šalju FCS-u e-poštom,
  - Transplantacijski HLA test krvi iz pupčane vrpce,
  - Broj CD 34+ ćelija i eritrocita sa jezgrom (iz odmrznutog referentnog uzorka),
  - Test vitalnosti ćelija i broj leukocita (iz odmrznutog referentnog uzorka),
  - Kompletna krvna slika (KBC),
  - Broj hemopoetskih progenitornih ćelija (iz odmrznutog referentnog uzorka),
- U slučaju standardnih transplantacija, FCS će osigurati isporuku hemopoetskih matičnih stanica dobijenih iz krvi iz pupčane vrpce i/ili krvi placente sa mesta skladištenja u svaki transplantacijski centar u svetu prema prethodno prijavljenim i potvrđenim potrebama i dogovore između Strana.

### 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.

### III. ZAVRŠNE ODREDBE

Aneks je pročitan i prihvaćen od strane kupaca i zaključen u elektronskom obliku.

Kupci imaju pravo da odustanu od ovog Aneksa bez navođenja razloga u roku od 14 (četnaest) dana od dana stupanja na snagu ovog Aneksa. Obavijest o raskidu biće dostavljena u pisanoj formi kancelariji FCS-a na gore navedenu adresu. Korisnici ovime zahtevaju da budu pokriveni Paketom pomoći pri transplantaciji od dana zaključenja Aneksa, odnosno prije isteka perioda od 14 (četnaest) dana. U slučaju pružanja usluga iz Paketa pomoći pri transplantaciji prije isteka roka za raskid od 14 (četnaest) dana, Kupci nemaju pravo da ukinu Aneks.

U slučaju odustajanja od Aneksa u roku od 14 (četnaest) dana otkaznog roka, Klijenti će biti dužni platiti iznos obračunat srazmjerno obima pruženih usluga do datuma ukidanja ukoliko nije izvršena uplata za paket pomoći pri transplataciji do datuma ukidanja, a ako je plaćanje za Paket pomoći pri transplataciji izvršeno prije datuma ukidanja, FCS će nadoknaditi Klijentima iznos plaćene naknade umanjen za iznos izračunat srazmjerno obima pruženih usluga do datum ukidanja.

Strane prihvataju i saglasne su da Kupac ima pravo da raskine Aneks Ugovora sa efektom na kraju tekućeg obračunskog perioda. Obaveštenje o raskidu biće dostavljeno u pisanoj formi FCS-u. Podnošenje obaveštenja o raskidu ne sprečava niti ograničava obavezu Klijenta da plati naknadu za period u kome je Aneks još uvek na snazi.

Raskid Aneksa neće uticati na Ugovor koji ostaje na snazi osim ako se ne raskine ili opozove u skladu sa relevantnim propisima Sporazuma.

U slučaju izostanka uplate za Paket pomoćnika za transplantaciju, shodno će se primjenjivati odjeljak 2 -3 klauzule 7 (TRAJANJE, OSTAVAK I RASKID UGOVORA) Priloga 3: Uslovi i odredbe Ugovora.

Roditelji predstavljaju i garantuju FCS-u da je Aneks propisno izvršen (takođe u ime Deteta). Ovaj Aneks čini sastavni dio Ugovora i osim ako nije drugačije definisano, izrazi napisani velikim slovom u ovom Ugovoru će imati značenje dato u Ugovoru.

Aneks se zaključuje za vreme trajanja Ugovora. Sva pitanja koja nisu regulisana ovim Ugovorom biće regulisana odgovarajućim odredbama Ugovora.

Svi potencijalni sporovi koji nastanu između Strana iz ili u vezi sa Aneksom biće podneti nadležnom sudu. Prethodno navedeno ne isključuje pravo kupaca da koriste vansudsko rešavanje potrošačkih sporova.

Primjenjivi zakon je zakon Švicarske (isključujući Bečku konvenciju o prodaji robe (CISG)). Izbor mjerodavnog zakona neće lišiti potrošača prava koja proizilaze iz prinudnih odredbi zakona zemlje njegovog uobičajenog boravišta.