

Attachment 3 General Conditions

These General Conditions contain the terms and conditions of the Contract for cryopreservation stipulated between SSCS, SSCB and the Client, of which these form an integral part.

Terms that begin with a capital letter have the meaning defined in the Contract or relative Attachments.

1. **Purpose of the Contract.** The purpose of the contract is the cryopreservation of umbilical cord blood or the cryopreservation of umbilical cord blood and tissue and includes services defined in Attachment 1

If the Client has not made a selection, the formula "MyBabyCells Complete" will be applied.

Acting on their own behalf and on behalf of the unborn child (hereinafter "Unborn Child"), the Client mandates SSCB to process, test and preserve by freezing the stem cells obtained from umbilical cord and/or placental blood or the stem cells obtained from umbilical cord and/or placental blood and cord tissue at the moment of the birth of the Unborn Child (hereinafter called the "Sample") as specified by the terms of the Contract.

All notifications relevant to the contract are made through the intermediary of SSCS, which is commissioned with the execution of the contract and the coordination of the services.

2. **Services by SSCB.** SSCB furnishes the Client with the preservation services as indicated in Attachment 1 or 2 according to the formula chosen by the Client as specified in the aforementioned paragraph 1.

These services are defined as follows:

- (i). "Supply of collection kit": SSCB supplies the Client, at the address indicated by the latter in the Attachment Registration Form, with a kit for the collection of the Sample at the moment of the birth of the Unborn Child;
- (ii). "Transportation to our laboratory": SSCB organises, on behalf of the Client, the transportation of the Sample by third parties of its choice from the place of birth of the Unborn Child to the SSCB laboratory;
- (iii). "Laboratory testing and processing": the Sample will undergo the following tests (hereinafter "Test") by SSCB or third parties of their choice: HCV, HBV, HIV I-II, syphilis, CMV, HTLV I, HTLV II; SSCB treats the Sample for separation and isolation of the stem cells present in the Sample;
- (iv). "Packaging and cryopreservation in liquid nitrogen": SSCB freezes the stem cells obtained from the Sample using liquid nitrogen, maintains them in a frozen state and keeps them available to the Unborn Child according to the Contract. Packaging and cryopreservation steps will in any case take place only if (i) the results of the Test do not reveal any pathology and (ii) the process of separation and isolation of the stem cells can take place adequately according to SSCB. In case of the contrary, the Sample and/or the stem cells will be destroyed and the validity of the Contract

terminated;

- (v). "Management of documentation and delivery of certificates of cryopreservation": in the case in which it has been possible to complete the process of packaging and cryopreservation as described in the above paragraph (iv), SSCB will release a Certificate attesting to the processing, testing and preservation of the stem cells taken from the Sample from the Unborn Child (hereinafter the "Certificate"), that will be delivered to the Client.

3. **Responsibility of the Client.** The Client confirms having entirely and correctly completed the Registration Form (see Attachment), Agreement for payment by instalments (as per client's choice), Informed consent (see Attachments) and the Anamnestic surveys (see Attachments). The Client will furthermore undertake to promptly communicate the results of the mother's tests according to the requirements of the Attachment Maternal screening request. In particular, the Client will indicate on the Registration Form (see Attachment) which qualified personnel has been chosen by the Client for the collection, preparation, labelling and delivery of the Sample before the delivery for transport by or for SSCB. The Client acknowledges and accepts being uniquely responsible for the choice and for the payment of such qualified personnel. SSCB and SSCS are not responsible in any way for the acts or omissions on the part of such personnel relative to the activity of collection, preparation, labelling and delivery of the Sample. The Client acknowledges and accepts that the occurrence of certain conditions could prevent the qualified personnel of his choice in collecting the Sample or a sufficient quantity of the Sample for the purpose of isolation, conservation or stem cells transplant or for any other use of them.

4. **Duration of contract.** The contract comes into force on the day of acceptance of the contract by the Client signing the paper version of the contract or by electronically accepting the contract on the website of SSCS. Subject to early termination in accordance with Article 12 below or additional storage time in accordance with Attachment 2, the contract is concluded for a period of 25 years, calculated from the date of birth of the newborn. Storage of the stem cells by SSCB after the end of the contract will necessitate the conclusion of a new contract with the newborn or their legal representatives. If no such written agreement is reached, the provisions of this contract regarding the disposal or destruction of the Stem Cells shall apply.

5. **Storage Conditions.** The sample is preserved considering the following conditions:

- (i). The stem cell sample from the newborn are only stored in banks approved by the health authorities;
- (ii). SSCB also has the right, but not the obligation, to store part of the Sample's stem cells at one location and part at one or more of the other locations;
- (iii). SSCB and / or SSCS also has the right to engage a third party to store it;
- (iv). SSCB has the right to refuse to store the stem cells from the sample of the newborn in the event that

the conditions for proper storage would not be met, for example in the event of a positive result in the tests carried out or for technical or medical reasons, or if the price agreed in the contract had not been paid in full.

6. **Payment of the purchase price.** The Client undertakes to pay SSCB the price specified in Attachment 1 and, if applicable, Attachment 2, according to the choice of service package (hereinafter the "Price"). If the full price is not paid within 30 days after SSCB has sent a reminder letter to the customer, SSCB has the right to destroy the stem cells from the newborn sample without further notice. In the event that the phase of preparation and cryopreservation referred to in Article 2 point (iv) above could not be completed or in the event of other circumstances that make it impossible to store the stem cells of the sample of the newborn, SSCB will retain the amount that correspond to the actual costs incurred by SSCB and SSCS and reimburse the Client for the difference in the purchase price paid by the customer. This provision does not apply in the event that the Client is responsible for preventing or breaking off the storage.
7. **Consent After Informing Parents.** The Client hereby acknowledges having read and understood the provisions of the attachments regarding the infectiology tests. They hereby authorize SSCB to perform or have performed tests on the neonatal sample and the maternal blood sample. In the event of a positive result in any test, the results will be communicated to the parents and/or doctor listed in the Registration Form attached. The Client acknowledges and accepts that SSCB or the laboratories performing testing on its behalf are required by law to report test results to specific governmental bodies and expressly authorizes SSCB or the laboratories performing testing on its behalf to do so. In the event of a positive test result, SSCB has the right to stop the processing and preservation of the sample and to destroy the infectious material, resulting in the termination of this contract.
8. **Client Representations and Warranties.** The Client declares and guarantees the following:
 - (i). to be the parents (father/mother) and to have the power of legal representation of the Unborn Child whose Sample is the subject of preservation;
 - (ii). to have had the possibility to consult with their own attorney to review the Contract and relative Attachments;
 - (iii). to have read and accepted all the provisions of the Contract and relative Attachments;
 - (iv). to have decided personally and willingly to proceed with the collection of the Sample, subject it to the foreseen Tests, process and preserve the stem cells of the Sample;
 - (v). to have evaluated with a competent doctor that is not an employee or agent of SSCB or SSCS all the aspects related to the collection, transport, testing, processing and freezing of the Sample and related stem cells including possible future use of the latter, including risks connected to all the above-mentioned aspects.
 - (vi). The Client acknowledges to have received complete

information about the conditions, risks, limits and expenses of transport, processing, testing, freezing and preservation of the Sample described in the Contract and relative Attachments and declares to accept them unconditionally. The Client acknowledges that the Unborn Child could find himself/herself in a condition that requires the use of the stem cells of the Sample from the Unborn Child and that this latter could be in any case unusable. The Client assumes the risk deriving from the collection, transport, processing, testing, freezing and preservation of the Sample and of the stem cells contained in it.

9. **Legal claims related to the sample and the stem cells.**
 - (i). All rights to the Sample and the stem cells contained therein belong to the Unborn Child and can be exercised according to conditions established by law or by his/her legal representatives, until the Unborn Child reaches the age of majority or the required capacity. In the absence of written communication from the Unborn Child, the Client of other entitled persons stipulating the contrary, SSCS and SSCB are authorised without further checking to assume that the Client is the duly authorised legal representative of the Unborn. The Client will promptly inform SSCS and SSCB of any modification to the legal representation of the Unborn Child;
 - (ii). Notwithstanding the above, all blood components other than stem cells (including for example red blood cells) remaining after processing the Sample that are not undergoing cryopreservation will be destroyed by SSCB with respect of current regulations;
 - (iii). At the end of the contract, in the absence of a request to the contrary by the Client by the signing of a new contract or retrieval request, the Client renounces all rights to the stem cells and the Sample and SSCB will undertake to destroy them with respect of current regulations.
10. **Retrieval of the Sample.** For the duration of the contract, the stem cells preserved according to the Contract will be delivered free of charge to the Unborn Child or to the person designated by this latter or his/her legal representative, at the place/places of preservation, on workdays during office hours, upon presentation of a written request by the Unborn Child or his/her legal representative with 5 working days prior notice and using the Request Form furnished by SSCB. It should be noted that this delivery will take place in agreement with the transplant centre chosen by the Unborn Child or his/her legal representative according to technical procedures required at that transplant centre. All costs related to compliance with these technical procedures will be the responsibility of the Client, including possible Tests requested by the transplant centre before delivery. In the case in which delivery is requested for another place with respect to that/those where the Sample is preserved, all costs related to retrieval, transport and delivery of the stem cells at the destination will be billed as extra charges.
11. **Disclaimer of warranty.** The Client acknowledges that neither SSCS nor SSCB, their managers, administrators, auditors, shareholders, officers, agents or consultants have issued or declared any kind of warranty in connection with this Contract or the activities included in this contract and that this latter is expressly excluded from any warranty.

Without limiting the above, the Client acknowledges and accepts specifically the following disclaimers by SSCS and SSCB:

- (i). Although stem cells preservation is encouraged and promoted by persons and experts in the field in view of potential medical technologies, SSCS and SSCB expressly decline any warranties with respect to therapeutic value or any other kind, present or future of the Sample of the stem cells contained therein;
- (ii). SSCS and SSCB expressly exclude any warranty that the Sample will be able to be collected, or that the volume of the Sample and/or the quantity of stem cells will be sufficient to process and preserve or for any other use;
- (iii). SSCS and SSCB expressly exclude any warranty regarding the work of qualified personnel hired by the Client to collect the Sample in conformance with Article 3 above;
- (iv). SSCS and SSCB exclude the provision of any type of service of a medical nature or medical consulting and the exercise of any function other than that expressly stated in this Contract;
- (v). SSCS and SSCB expressly exclude any warranty that the Sample, the stem cells, the relative stem cells and/or parts of them are not damaged during collection, transport, testing, processing, freezing and preservation in liquid nitrogen for the duration of this Contract.

The exceptions being for cases of wilful misconduct or gross negligence on the part of SSCB or SSCS. The extent of liability is however limited to direct costs incurred by the Client for the collection and preservation of the Sample and of the stem cells under this Contract, with the exclusion of indirect damages, loss of use or gain and up to a maximum amount of CHF 30,000.

12. Termination of the Contract. The contract can be terminated before the expiration date:

- (i). By common agreement between SSCS and the Client;
- (ii). Unilaterally by SSCS and SSCB in the cases described in the aforementioned articles 2.(iv), 6 and 7;
- (iii). By the Client, the Unborn Child or his/her legal representative with a prior notice of 90 days. In that case, the Price paid will not be refunded.

13. Confidentiality and communications authorization. SSCS and SSCB acknowledge and accept that the information disclosed to them by the Client under this Contract is confidential and sensitive and will undertake to handle this information in conformance with the Federal Law on Data Protection (LPD). The Client expressly authorises the communication of information regarding the Unborn Child related to services rendered under this Contract to the hospital, laboratory or doctor involved including the federal Clerk according to the LPD.

14. Assignment. This Contract and all rights and obligations of SSCS or SSCB derived from it may be assigned by SSCS, in whole or in part to any person, organisation, partner or company that provide similar services, or that has the intention to provide them following such assignment. The

rights of the Client and/or Unborn Child under this Contract are not in any case transferable to third parties.

15. Modifications. These General Conditions can be modified at any time by SSCS. The Client has the duty to regularly obtain information on the contents and any amendments to the General Conditions, available at any time on the SSCS website.