

Contract No	o .	/PB	
concerning the storage of	placental blood	stem cells	("Contract")

Concluded on: by and between:

Ms:

Polish Resident ID No. PESEL: registered address: correspondence address: hereinafter referred to as the "Mother;"

Mr:

Polish Resident ID No. PESEL: registered address: correspondence address: hereinafter referred to as the "Father;"

hereinafter referred to as "Parents;"

and

Novum sp. z o.o. seated in Warsaw, at ul. Bociania 13, entered into the National Court Register maintained by the District Court for the Capital City of Warsaw, XIII Commercial Division under number: 0000197946; Tax ID No. NIP: 951-20-99-242; Business ID No. REGON: 015665475; hereinafter referred to as "Novum," represented by

hereinafter jointly referred to as "Parties."

WHEREAS

- 1. Novum is a cell bank within the meaning of the Act on the collection, storage and transplants of cells, tissues and organs, and has received a license to conduct such activities from the minister competent for health, issued for the maximum period allowed in the Act, i.e. 5 years. The current license held by Novum expires on 29 November 2027. After the expiry of the above period, Novum will apply for another license;
- 2. Novum cooperates with a healthcare facility "Przychodnia Lekarska NOVUM," which has been operating since 1995;
- 3. Placental Blood is a source of Stem Cells, which are stored for the purposes of their potential future use, depending on the state and advancement of medical knowledge in a way that cannot be now clearly specified;
- 4. The Parents wish to have Placental Blood collected at the moment of the Child's birth for Stem Cell preparation and further storage.



The Parties have agreed as follows:

§ 1 Definitions

As used in this Contract, the following terms shall have the meanings set forth below:

Novum - Novum Sp. z o.o. with its registered office in Warsaw, at ul. Bociania 13, entered into the

register of entrepreneurs of the National Court Register under KRS No. 0000197946.

Child - the Parents' child whose Placental Blood will be collected during birth for the processing and

storage of the Child's Stem Cells on the terms set forth in this Contract.

Stem Cells - undifferentiated cells in Placental Blood which develop into blood cells. **Placental Blood** - blood collected from the placenta directly after delivering the Child.

Initial Fee - fee the amount of which is specified in §14 of the Contract paid upon the conclusion of the

Contract, covering the cost of the Collection Kit, cost of collecting and cost of transporting

Placental Blood to Novum.

Basic Fee - fee the amount of which is specified in §14 of the Contract, covering the costs of processing,

costs of testing for viruses and bacteria and the concentration of Stem Cells in the collected Placental Blood and cryopreservation of Stem Cells and the costs of the first 12 months of

Stem Cells storage.

Annual Fee - fee the amount of which is specified in §14 of the Contract, covering the costs of storage of

cryopreserved Stem Cells for the period of 12 consecutive months. The fee may be proportionately reduced if it is paid in advance for several subsequent periods, according to

one of the payment schedules offered by Novum.

License - a license for activities involving the storage of tissues or cells, issued by the minister

competent for health pursuant to the Act. The License is renewable for subsequent 5-year

periods on the terms set out in the Act.

Hospital -, where the Child's birth is

Act - Act of 1 July 2005 on the collection, storage and transplants of cells, tissues and organs

(Journal of Laws 05.169.1411, as amended).

Collection Kit - a specialist kit for the collection, temporary storage and transport of the Placental Blood.

Infections - HBS, HCV, HIV, CMV, toxoplasmosis, sepsis, chicken pox, measles, or rubella.



§ 2 Subject of the Contract

- 2.1 This Contract aims to set out the terms of the processing of the Placental Blood and the storage of the cryopreserved material containing the Stem Cells. The subsequent use of the material containing the Stem Cells for treatment, and in particular the determination of the manner, conditions or extent of such use, is not the subject of this Contract.
- 2.2 The Stem Cells will be stored by Novum for the Child's needs. Until the Child has attained full legal capacity, the Child's statutory representatives are the Mother and the Father or another legal representative who will be representing the Child in line with applicable laws.

§ 3 Novum's Obligations

- 3.1 Novum undertakes to:
- 3.1.1 Deliver the Collection Kit to the Parents on the agreed date and to the address as provided.
- 3.1.2 Guarantee that the Placental Blood will be collected by properly trained medical staff if Novum has concluded with the Hospital a cooperation contract for the collection of the Placental Blood. If the Hospital where the birth will eventually take place has not concluded such a contract with Novum, Novum will make every effort to effect the collection; however, it shall not be liable for any potential lack of collection of the Placental Blood.
- 3.1.3 Ensure the transport of the Collection Kit together with the Placental Blood from the Hospital to Novum.
- 3.1.4 Process, cryopreserve and store the Stem Cells on condition that the testing for the volume and quality of the collected Placental Blood is positive, in compliance with all applicable requirements and current medical knowledge as at the day of concluding this Contract.
- 3.1.5 Hand over the sample to the Parents or the doctor designated by the Parents who is treating the Child, another family member or another person designated by the Parents if it becomes necessary to use the Stem Cells for medical purposes.
- 3.2 In case it is not possible to process the collected Placental Blood due to a lack or insufficient volume or concentration of the sample, the Parents will be informed of the fact in writing with an explanation why the processing is not possible. In such a case, the Contract is terminated with immediate effect. The Parents must immediately inform Novum whether the Placental Blood is to be destroyed by Novum or whether it can be used for research.
 - If the Parents do not inform Novum of their decision, Novum shall inform the Parents again of the above circumstances in writing and shall notify them that if they fail to make a decision within 30 days of receipt of the second notification, Novum will have a right to decide that the Placental Blood should be destroyed.
- 3.3 If the processing, selection and storage of the Stem Cells is possible, but the obtained sample does not fully meet the quality requirements, Novum shall notify the Parents in writing. In such a case, the Parents must immediately inform Novum if the Stem Cells are to be stored by Novum in accordance with the terms of this Contract irrespective of their defects, or if they are to be destroyed by Novum or if they can be used for research.
 - If the Parents do not inform Novum of their decision, Novum shall inform the Parents again of the above circumstances in writing and shall notify them that if they fail to make a decision within 30 days of receipt of the second notification, Novum will have a right to terminate the Contract and decide that the Stem Cells should be destroyed.
- 3.4 If the processing, selection and storage of the Stem Cells is possible, but the bacteriological tests of the sample prove positive, Novum shall notify the Parents of the fact in writing. In such a case, the Contract shall be terminated with immediate effect and the Parents must immediately inform Novum whether the Stem Cells are to be destroyed by Novum or transferred to a different bank; whereas such transfer and storage of Stem Cells



shall take place at the cost of the bank taking over the Stem Cells or at the cost of the Parents, and must take place within 30 days from the provision of the decision by the Parents.

If the Parents do not inform Novum of their decision, Novum shall inform the Parents again of the above circumstances in writing and shall notify them that, if they fail to make a decision within 30 days of receipt of the second notification, Novum will have a right to decide that the Stem Cells should be destroyed.

3.5 In case of a need to use the sample with stem cells for medical treatment purposes, Novum undertakes to cover the costs of transport of the Stem Cells to any medical treatment centre in Poland.

§ 4 Obligations of the Child's Parents

- 4.1 The Parents are obligated to:
- 4.1.1 If, for any reason, the Child is born in a different hospital than the Hospital, the Parents shall make every effort to effect the collection of the Placental Blood and to pay all the fees connected with the collection of the Placental Blood as required by such Hospital.
- 4.1.2 Hand over the Collection Kit received from Novum, together with instructions, to the medical staff involved in the Child's birth (midwife or doctor).
- 4.1.3 Immediately notify Novum by calling the 24-hour telephone number **605 668 073** that the Child's birth has started (confirming that the birth is to take place at the Hospital or giving the detailed address of the hospital where the birth is to take place), and then that the Child's birth is over.
- 4.1.4 Immediately notify Novum of any Infections of the Mother or the Child which become manifest within 12 months of the day of the Placental Blood collection.
- 4.1.5 Immediately notify Novum in writing of any changes to the residence address, correspondence address or other contact details, i.e. telephone numbers or e-mail addresses.
- 4.2 The Mother agrees to having her venous blood drawn in the volume necessary for tests to exclude Infections. If anti-virus antibodies are found in the Mother's blood and Novum decides that the Stem Cells do not have the required medical viability or the storage of the Stem Cells may pose risk to other samples stored by Novum, the Stem Cells will not be stored and the Contract terminates with immediate effect. The Parents will be informed as soon as such circumstances are identified.
 - In such a case, the Parents shall be obligated to immediately inform Novum whether the Stem Cells are to be destroyed by Novum or transferred to a different bank; whereas such transfer and storage of Stem Cells shall take place at the cost of the bank taking over the Stem Cells or at the cost of the Parents, and must take place within 30 days from the provision of the decision by the Parents.
 - If the Parents do not inform Novum of their decision, Novum shall inform the Parents again of the above circumstances in writing and shall notify them that if they fail to make a decision within 30 days of receipt of the second notification, Novum will have a right to decide that the Stem Cells should be destroyed.
- 4.3 The Mother represents that she has been informed by Novum that it is advisable to have her blood tested again within 6 months of the Placental Blood collection to rule out blood-borne infections (HIV, HBS, HCV, WR), as set out in Attachment No. 1 to this Contract.
- 4.4 The Mother consents for Novum to take her medical history, which may have a significant impact on the viability and use of the Stem Cells in the future.
- 4.5 The Parents hereby represent that:
- 4.5.1 They are aware of the fact that the collection, storage and use of Stem Cells is a relatively recent and experimental medical technology and that it can be used to treat diseases such as leukemia, neoplastic diseases, blood diseases or genetic diseases, and research and studies have confirmed that the storage of



- cryopreserved Stem Cells is a method that may yield positive results; however, it is not possible to guarantee the full effectiveness, manner and scope of use of the method.
- 4.5.2 They are aware of the fact that Novum makes no warranties as to the extent, effectiveness or regularity of treatment methods based on the use of Stem Cells.
- 4.5.3 They agree to the collection of the Placental Blood during the Child's birth.
- 4.6 The Mother agrees to having her venous blood drawn in order to carry out serology tests.

§ 5 Placental Blood Collection

- 5.1 The collection of Placental Blood shall be carried out during labour, directly after the delivery of placenta.
- 5.2 The Placental Blood will be collected on condition that the medical staff delivering the Child confirm that there are no medical contraindications to the collection and that the collection does not pose risk to the Mother's or the Child's life or health.
- 5.3 Although the Placental Blood is collected only by professional medical staff, infections related to the physiology of the last stage of pregnancy and birth may occur. In such a case, the collected units of the Placental Blood may be not sterile.
- 5.4 The person collecting the Placental Blood completes a collection report attached to the Collection Kit. The Collection Report includes the details of the Child's Mother and the Child: Mother's name and surname, PESEL number, date and time of Placental Blood collection, Child's weight and sex and the place of birth.

§ 6 Placental Blood Processing

- 6.1 After confirming that the Placental Blood meets the necessary requirements, it shall be processed in order to harvest Stem Cells suitable for cryopreservation.
- 6.2 Since the volume of the collected Placental Blood unit and the number of Stem Cells in the unit depend on individual physiological properties of the Child, Novum can guarantee neither the volume of Placental Blood nor the number of Stem Cells in the Placental Blood.
- 6.3 If the volume of the Placental Blood unit is not big enough to harvest the number of Stem Cells sufficient for treatment (according to medical knowledge as at the date of the conclusion of the Contract), Novum shall immediately notify the Parents.
 - In such a case, the Parents must immediately inform Novum whether the Placental Blood is to be processed and stored irrespective of the number of Stem Cells in the unit, in accordance with the terms of the Contract, or whether the Placental Blood is to be destroyed by Novum or whether it can be used for research.
 - If the Parents do not provide their decision, the Contract shall be terminated and Novum shall inform the Parents again of the above circumstances and will notify them that if they fail to make a decision within 30 days of the receipt of the second notification, Novum will have a right to decide that the Stem Cells should be destroyed.
- 6.4 If the collected Placental Blood is not sterile (the blood is found to be infected with bacteria), Novum shall immediately notify the Parents of the fact.
 - In such a case, the Contract shall be terminated with immediate effect and the Parents shall be obligated to immediately inform Novum whether the Stem Cells are to be destroyed by Novum or transferred to a different bank; whereas such transfer and storage of Stem Cells shall take place at the cost of the bank taking over the Stem Cells or at the cost of the Parents, and must take place within 30 days from the provision of the decision by the Parents.



If the Parents do not inform Novum of their decision, Novum shall inform the Parents again of the above circumstances in writing and shall notify them that, if they fail to make a decision within 30 days of receipt of the second notification, Novum will have a right to decide that the Stem Cells should be destroyed.

- 6.5 If it is necessary for the Mother to have additional diagnostic tests done following a positive or inconclusive result of testing for viruses, Novum will notify the Mother in writing within 14 days of the receipt of the test result that it is advisable to have additional tests done. The Mother undertakes to have the recommended diagnostic tests done within 30 days of the receipt of the notification from Novum and to immediately forward the test result to Novum. If the test result obtained within 30 days of the receipt of the result is positive, the Parents undertake to have the Child tested and to immediately forward the test results to Novum. If the test result is positive, the Contract shall be terminated and the Stem Cells shall be destroyed by Novum.
- 6.6 The necessity to have additional tests done for the Mother or the Child does not release the Parents from the obligation to pay the Basic Fee, which, if the Contract is terminated for the reason specified in point 6.5., will be reimbursed to the Parents.
- 6.7 Bacteriological tests from the Placental Blood as well as virological tests from the Mother's venous blood shall be performed by the healthcare facility "Przychodnia Lekarska NOVUM," to which the Parents consent. Novum entrusts the healthcare facility with the personal data of the Parents and the Child necessary for the performance hereof.

§ 7 Certificate

7.1 To confirm that the Stem Cells are cryopreserved, a Certificate will be issued to the Parents after they have paid Novum the Initial Fee and the Basic Fee.

§ 8 Stem Cells Storage

- 8.1 The Stem Cells shall be stored for the duration of the Contract subject to all requirements provided for in the Act.
- 8.2 If, during the term of this Contract, it becomes impossible for Novum to continue performing the Contract, namely, if Novum is no longer involved in activities related to the subject of this Contract or Novum's License is revoked, the Stem Cells will be transferred to an entity which at the moment of the transfer of the Stem Cells holds a License, i.e. Zakład Medycyny Regeneracyjnej Centrum Onkologii [Regenerative Medicine Department at the Oncology Centre] in Warsaw. The aim of the transfer is to ensure further storage of the Stem Cells subject to all requirements provided for in the Act.
- 8.3 Novum shall immediately inform the Parents of the circumstances specified in paragraph 2 above and of the transfer of the Stem Cells.

§ 9 Assignment of Rights

9.1 In case the circumstances specified in § 8 (2) above occur and the Stem Cells are to be or have been transferred to the entity indicated above, Novum, pursuant to Art. 32a(2)(2) of the Act, undertakes to immediately assign rights and obligations hereunder to the entity to which the Stem Cells have been transferred, to which the Parents grant irrevocable consent. Such assignment of Novum's rights and obligations does not constitute an amendment to the Contract. As far as possible, Novum shall inform the Parents in writing of the intention to assign its rights and obligations under the Contract at least 30 days before the planned date of the assignment.



§ 10 Rights to the Stem Cells

- 10.1 For the duration of the Contract, the Parents have full rights to the Stem Cells. After the Child attains full legal capacity and on condition that the Child submits a declaration on becoming a party to this Contract, the Child shall acquire full rights to the Stem Cells. In such case, the Parents and the Child shall be jointly and severally liable towards Novum for the obligations hereunder.
- 10.2 If a decision is made to use the Stem Cells, the Parents shall notify Novum in writing, indicating the disease, planned use of the Stem Cells and the attending physician and the name of the healthcare centre at which the Child or another family member is being treated, and, in case the Stem Cells are stored in two cassettes, the Parents shall also notify Novum whether all or a part of the stored Stem Cells will be used.
- 10.3 The Stem Cells shall be issued only to the Parents or the Child who has become a party to the Contract. The Stem Cells may be issued to another person only for important reasons, after Novum has been notified by the Parents or the Child who has become a party to the Contract, with proper notice, and upon presenting a written authorisation to collect the Stem Cells. Novum reserves the right to refuse to issue the Stem Cells to a person other than the Parents or the Child who has become a party to the Contract, if Novum has doubts as to the validity of the authorisation. In any case, Novum shall issue the Stem Cells upon written confirmation of the issuance.
- 10.4 If it is decided that the stored Stem Cells are to be used, the Contract shall be terminated upon the issuance of the Stem Cells.

§ 11 Term

11.1 This Contract has been made for an indefinite term. After the Child has attained full legal capacity, he or she may become a party to the Contract or assume the Parents' rights and obligations hereunder. For that purpose, the Child and the Parents may make relevant declarations. Until such declarations are made, the Parents remain the only parties to the Contract.

§ 12 Termination of the Contract by Novum

- 12.1 Novum may terminate the Contract in the event of delays in the payment of the Initial Fee, Basic Fee or Annual Fee. In the event of such a delay, Novum shall send to the Parents, by registered mail with acknowledgement of receipt, a letter requesting the payment of the fees within 14 days of the receipt of the request for payment. If the additional time limit for payment passes to no effect, Novum has the right to effectively terminate the Contract and to demand from the Parents the payment of the required fees and the reimbursement of the costs of storage of the Stem Cells.
- 12.2 If the Contract is terminated by Novum as provided for in paragraph 1 above, the Parents must immediately inform Novum whether the Stem Cells are to be destroyed by Novum or whether they can be used for research. If the Parents do not inform Novum of their decision within 30 days from receipt of the Contract termination notice, Novum shall dispose of the Stem Cells.
- 12.3 In case the Parents fail to send back a signed Contract within 180 days from the birth of the Child, Novum may deem the Contract not concluded and immediately destroy the Stem Cells.

§ 13 Termination of the Contract by the Parents

13.1 The Parents may terminate this Contract with a three-month notice period. The notice must be made in writing in order to be valid. In the termination notice, the Parents must inform Novum whether the Stem Cells are to be destroyed by Novum or whether they can be used for research. If the Parents do not inform Novum of their



decision, Novum shall inform the Parents in writing that they are obligated to inform Novum of their decision and that if they fail to make a decision within the notice period, Novum will have a right to decide that the Stem Cells should be destroyed.

§ 14 Fees

- 14.4 The Parents authorise Novum to issue VAT invoices without the recipient's signature.
- 14.5 In the case of any delay in payments due under this Contract, Novum shall be entitled to charge statutory interest for each day of delay.
- 14.6 Any fees hereunder must be paid to the individual account number of the Parents as specified in the invoice.

§ 15 Valorisation

- 15.1 All the fees set out in this Contract and in any attachments or annexes to this Contract may be valorised annually according to the Consumer Price Index (Inflation Index) or a similar index which may replace the Inflation Index in the future, calculated and published by the President of Statistics Poland [Główny Urząd Statystyczny] or another body competent for public statistics.
- 15.2 If the fees increase pursuant to Article 15(1), the Parents have a right to withdraw from the Contract.
- 15.3 Novum shall notify the Parents in writing of the level of valorisation, i.e. new fees, at least 30 days before the planned date of the increase of the fees.
- 15.4 The valorisation does not apply to fees for storage which have been paid in advance.

§ 16 Novum's Liability

- 16.1 In the event of non-performance or improper performance of the Contract for reasons for which Novum is liable under generally applicable laws, Novum shall be obligated to pay a contractual penalty equal to the total sum of fees paid by the Parents under this Contract.
- 16.2 The provision on the contractual penalty under Article 16.1. of the Contract does not preclude the Parents from seeking damages pursuant to general rules for the damage caused by non-performance or improper performance of the Contract by Novum.
- 16.3 The non-performance or improper performance of the Contract by Novum shall mean in particular the cases where the damage has been caused as a result of:
- 16.3.1 Entrusting the transport of the Collection Kit containing the Placental Blood and the Mother's blood to a person who is not professionally involved in such activities;
- 16.3.2 Destroying the Placental Blood as a result of the expiry of the time limit allowed between the collection of the Placental Blood and its processing and cryopreservation;



- 16.3.3 Destroying or infecting the Placental Blood during tests or processing;
- 16.3.4 Destroying the Stem Cells during their cryopreservation or storage in a way not compliant with applicable norms and standards.
 - 16.4 In turn, Novum shall not be liable for:
- 16.4.1 Insufficient amount and too low concentration of the Stem Cells in the Placental Blood;
- 16.4.2 Acts of Force Majeure affecting the performance or proper performance of the obligations hereunder.

§17 Personal data processing and protection

- 17.1 For the purposes of this Contract, Novum shall create a personal database for storing the personal data of Parents in accordance with the conditions set out by law, including in particular Article 6(1b) of the Regulation (EU) of the European Parliament and of the 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.
- 17.2 The Parents, acting on their own behalf and as statutory representatives of the Child, hereby consent to the processing of their and the Child's personal data by Novum for the purposes of this Contract.
- 17.3 The Parents and the Child who has become party to the Contract are obligated to immediately notify Novum of any changes to their personal data as provided in the Contract as well as the residential address, in particular the contact details provided in the Contract (in particular the phone number, correspondence address, e-mail address).
- 17.4 I give my consent to the processing of my personal data for the purpose of signing the Placental Blood Stem Cell Storage Contract and provision of the services relating to stem cells storage by Novum Sp. z o.o. (in accordance with Article 6(1a) of Regulation (EU) of the European Parliament and of the 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).

§ 18 Governing Law

18.1 This Contract shall be governed by the Polish law and all disputes concerning this Contract shall be settled by a competent common court.

§ 19 Amendments to the Contract

19.1 Any amendments to this Contract shall only be valid if made in writing. This Contract is made in two counterparts, one for each Party.



§ 20 Contact with Parents

20.1 The Parents consent to being contacted by Novum, in particular in order to obtain their consent or opinion in the situations indicated in the Contract, at the following addresses or phone numbers:

20.1.1	1 Mother:		
	Correspondence address:		
	Mobile telephone number:		
	E-mail address:		
20.1.2	2 Father:		
	Correspondence address:		
	Mobile telephone number:		
	E-mail address:		
20.2	* We give consent for Novum Sp. a (in particular invoices, invoice correction and we wish to receive electronic invoices) to block in the second seco	ices by e-mail.	
	* We do not give consent for No invoices (in particular invoices, invoice Correspondence address for paper invoices)	corrections, copies of invoices, not	documents in electronic format as e es, correction notes).
	Failure to check any of the options will	result in sending invoices via e-ma	il to addresses specified in § 20.1.
_	 Mother	Father	for Novum



Attachment No. 1 to Contract No/PB concluded on	concerning the storage of placental			
blood stem cells (hereinafter "Contr				
DECLARATION				
I, the undersigned: / Polish Resident IE	No DESEL: (harainaftar			
referred to as the "Child's Mother"), declare that I have been informed by				
about the justifiability of repeating the following serology tests from my blo				
1. Anti–HCV				
2. Anti–HIV 1 / HIV 2				
3. HBs-Ag or Anti-HBc total				
4. Syphilis test				
The tests will be carried out again after the expiry of 180 days (6 months)	from giving birth to the Child and collecting			
the Placental Blood in case it is accepted for processing, cryopreservation a	nd further storage at Novum.			
I will have the tests performed at my own cost.				
I will send the test results by mail to the address: Bank Komórek Macierzy	stych Novum Sp. z o.o., ul. Bociania 13, 02-			
807 Warszawa, or I will send them by e-mail to: info@novumbank.com .				
I have also been informed by Novum that a failure to send the above-me	entioned test results to Novum may result			
in rejecting the Stem Cells from being used in treatment in the future	re, including for hematopoietic stem cell			
transplantation.				
Mother	for Novum			