

AGREEMENT FORM

FOR AGREEMENT NO _____
FOR THE PROVISION OF SERVICES CONCERNING
PROCESSING AND CRYOPRESERVATION OF STEM CELLS

On _____ in Warsaw an agreement (the Agreement) was concluded between:

(1) **Novum spółka z ograniczoną odpowiedzialnością** with its registered office in Warsaw at ul. Bociania 13, 02-807 Warsaw, entered into the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Department under KRS number: 0000197946, NIP (Tax Identification Number): 9512099242, REGON (Business Statistical Number): 015665475 (nOvum), represented by::

_____ - **Legal Representative,**

and (PLEASE FILL IN CAPITAL LETTERS)

(2) Ms:

residing in: postcode: -

at the address:

PESEL:

address for correspondence
(if different from the residential address):

Mobile telephone number:

e-mail address:

hereinafter referred to as the **Mother,**

and




Mr:

residing in: postcode: -

at the address:

PESEL:

1.3. As part of this Agreement, the Parents shall select the following Selected Package (mark an "X" in the "Selected Package" column) within the scope of which nOvum may provide its services (the Packages differ in terms of the number of cassettes in the Deposit, the portioning or lack of portioning, the total volume of the Deposit and the fees; the detailed scope of the Packages is set out in **paragraph 1.18. of the GTC**):

Selected Package	Packages	Number of cassettes	Cassette division into portions	Volume of the deposit	Initial Fee	Annual Fee
Cord Blood						
<input type="checkbox"/>	<u>Standard Package</u> 	1	NO	approx. 30ml	PLN 2850 PLN 1850 By instalments: (PLN 185 x 10)	PLN 600 By instalments: (PLN 50 x 12)
<input type="checkbox"/>	<u>Standard PLUS Package</u> 	2	NO	approx. 60ml	PLN 3250 PLN 2250 By instalments: (PLN 225 x 10)	PLN 890 By instalments: (PLN 74.17 x 12)
<input type="checkbox"/>	<u>Multi Regeneration Package</u> 	1	YES	approx. 30ml	PLN 2850 PLN 1850 By instalments: (PLN 185 x 10)	PLN 690 By instalments: (PLN 57.50 x 12)
<input type="checkbox"/>	<u>Multi Regeneration PLUS Package</u> 	2	YES	approx. 60ml	PLN 3250 PLN 2250 By instalments: (PLN 225 x 10)	PLN 950 By instalments: (PLN 79.17 x 12)
Placental Blood						
<input type="checkbox"/>	<u>Placental Blood Package</u> 	1	NO	approx. 20ml	PLN 1450 PLN 950 By instalments: (PLN 95 x 10)	PLN 150 By instalments: (PLN 12.50 x 12)

1.3.1. Umbilical Cord Blood Packages (indicated in the red box) can also be combined with separate and complementary to them, Placental Blood Packages (indicated in the blue box).

1.3.2. The Umbilical Cord Blood Package and the Placental Blood Package indicated together with it form the Selected Package.

1.3.3. At the time of signing the Agreement, the Placental Blood Package can only be selected if one of the Umbilical Cord Blood Packages is selected.

1.4. If the Agreement is signed by the Parents and no Umbilical Cord Blood Package is selected in **paragraph 1.3** above (Packages marked with a red box) or two or more Umbilical Cord Blood Packages are selected, the Package selected by the Parents for which nOvum can provide its services for Umbilical Cord Blood collection is the **Standard Package**.

1.5. Each of the Packages presented in **paragraph 1.3** above specifies:

1.5.1. The Initial Fee, as referred to in **paragraph 3.1. of the GTC**, payable for the provision by nOvum of the services specified in **paragraph 2.1. of the GTC**, consisting in particular in the collection of the Biological Material, the performance of laboratory tests on it, its processing for the purpose of obtaining the Deposit and the preparation of the Deposit for cryopreservation.

1.5.2. The Annual Fee referred to in **paragraph 3.1. of the GTC**, due for the provision by nOvum of the services referred to in **paragraph 2.2. of the GTC**, i.e. cryopreservation of the Deposit in accordance with current medical knowledge, for each 12 months of cryopreservation of the Deposit from the date of its freezing.

1.6. The detailed scope of the services covered by the Initial Fee and the Annual Fee, their respective deadlines for payment and the invoicing rules are set out in **paragraph 1.5** above and in **paragraph 3 of the GTC**.

1.7. Following laboratory testing of the Biological Material, the Deposit created from it may:

1.7.1. Be qualified for cryopreservation within the Selected Package, which becomes the Final Package, or

1.7.2. For medical reasons (not meeting the recommended Cellularity) indicated to the Parents by Novum, be qualified for cryopreservation under a different Package than the Selected Package, which becomes the Final Package.

The above is described in **paragraphs 8.1.-8.2. of the GTC**. The options for the Final Package to which the Deposit may qualify in the event that the recommended Cellularity for the Selected Package is not met are set out below and in **paragraph 1.20.2 of the GTC**:

Selected Package	Final Package (in the event of non-fulfilment of the recommended cellularity for the Selected Package):
Standard PLUS	Standard
Multi Regeneration PLUS	Multi Regeneration

1.8. In the event that the Recommended Cellularity is not exceeded for:

1.8.1. any of the Umbilical Cord Blood Packages indicated in **paragraph 1.3** above, as defined in **paragraph 1.18. of the GTC**, and the Limit Value of 50 million leukocytes (WBC) is exceeded, nOvum may provide services under the Standard Package, as described in **paragraph 1.20.3. of the GTC** and in **paragraph 8.2.3. of the GTC**.

1.8.2. any of the Packages for Placental Blood indicated in **paragraph 1.3** above, as defined in **paragraph 1.18 of the GTC**, and the Limit Value of 50 million leukocytes (WBC) is exceeded, nOvum may provide services under the Placental Blood Package, as described in **paragraph 1.20.3 of the GTC** and in **paragraph 8.2.3 of the GTC**.

1.9. In the event that the Limit Value is not exceeded, the Biological Material will be disposed of in accordance with **paragraph 8.2.4 of the GTC**.

1.10. If the Selected Package becomes the Final Package, in accordance with **paragraph 1.20.1. of the GTC** and **paragraph 8.2.1. of the GTC**, this means that the Cellularity of the collected Biological Material is in accordance with the values indicated for the Selected Package in **paragraph 1.18. of the GTC**, and the Parents undertake to pay to nOvum the remuneration specified for the Selected Package.

1.11. If the Selected Package indicated by the Parents does not become the Final Package and the Deposit is qualified for medical reasons for cryopreservation under a Package other than the Selected Package which will become the Final Package, in accordance with **paragraph 1.7.2** above and **paragraph 8.2.2 of the GTC**, the Parents undertake to pay to nOvum the remuneration specified for the Final Package so agreed, in accordance with the price list set out in **paragraph 1.3** above.

1.12. If the Deposit for medical reasons does not meet the recommended Cellularity for any of the Packages indicated in **paragraph 1.3** above and in **paragraph 1.18 of the GTC**, but exceeds the Limit Value, storage of the Deposit may take place within the highest possible Package, in accordance with **paragraph 1.8** above, which will become the Final Package. The above is described in **paragraph 1.20.3 of the GTC** and **paragraph 8.2.3 of the GTC**. In the situation set out in this paragraph, the Parents undertake to pay nOvum the remuneration specified for the Final Package finally determined, in accordance with the price list set out in **paragraph 1.3** above. Currently, nOvum's highest Packages under which the Deposit may be stored in the situation presented in this paragraph are: for Umbilical Cord Blood - Standard Package; for Placental Blood - Placental Blood Package.

1.13. The Parents may pay the Initial Fee by instalments, according to the following option:

Selection	Service	Number of instalments	Payment
<input type="checkbox"/> NO <input type="checkbox"/> YES	Instalments	10 (in words: ten) interest-free instalments	Monthly payment according to the invoice date

1.14. The Annual Fee may be paid by the Parents in interest-free instalments. The number and amount of instalments, as well as the payment schedule, can be agreed between the Parents and nOvum on an individual basis.

1.15. The Parents may prepay for the cryopreservation period of the Deposit longer than 12 months on individual financial terms agreed with nOvum.

1.16. The Parents undertake to pay nOvum the Handling Fee, in the amount of PLN 500, in the event of immediate termination of the Agreement for the reasons referred to in **paragraph 3.9. of the GTC**, in particular, in the event that the Parents withdraw from the Agreement after nOvum has commenced providing the services covered by the Agreement, as referred to in **paragraph 14.7. of the GTC**.

1.17. The detailed scope of the services covered by the Handling Fee, payment deadlines and invoicing rules are set out in **paragraph 1.5** above and in **paragraph 3 of the GTC**.

1.18. **Due to a promotion valid at nOvum until 31 December 2023, nOvum is exempting the Parents from the Annual Fee for the first 12 months of cryopreservation of the Deposit.**

1.19. In connection with the special offer in force at nOvum, the Parents may choose the following option, which guarantees the invariability of the Annual Fee for a specific period of time. If the following option is selected and the fee associated with it is paid, for a period of 5 years from the date the Deposit is frozen, the Parents are assured that nOvum will not valorise the Annual Fee under **paragraph 3.7 of the GTC**. The fee referred to in this paragraph will be payable in accordance with the rules relating to the Initial Fee, as set out in **paragraph 3 of the GTC**, and it shall not be refundable:

Selection	Service	Duration	Amount of the fee
<input type="checkbox"/> NO <input type="checkbox"/> YES	Fixed Annual Fee	5 years	20% of the Annual Fee for the final agreed Final Package - according to the price list indicated in paragraph 1.3 above

1.20. The Mother and Father are jointly and severally liable for the payment of nOvum's remuneration under this Agreement.

1.21. This Agreement is concluded for an indefinite period of time and comes into force on the date of its signature by the Parents.

1.22. The Parents agree that nOvum may issue and send them electronically VAT invoices or other accounting documents in the form of an electronically generated document.

1.23. Any amendment to the Agreement must be made in documentary form under the pain of invalidity.

1.24. The detailed scope of the subject matter of the Agreement and:

- 1.24.1. other rights and obligations of the Parents under this Agreement;
- 1.24.2. other rights and obligations of nOvum under this Agreement;
- 1.24.3. rights of the Child under this Agreement;
- 1.24.4. definitions (beginning with a capital letter) not explained in the Agreement Form;
- 1.24.5. rules on cryopreservation and management of the Deposit;
- 1.24.6. liability of the Contracting Parties;
- 1.24.7. rules on termination and dissolution of the Agreement;
- 1.24.8. right of the Parents to statutory and contractual withdrawal from the Agreement;
- 1.24.9. issues concerning personal data processing;

are specified in **the General Terms and Conditions (GTC)**, attached as **Attachment No. 2** to the Agreement. In the event of contrary provisions between this Agreement Form and the GTC, the provisions of the Agreement Form shall apply.

1.25. **Attachment No. 1** to the Agreement Form contains all necessary representations and consents of the Mother or Father necessary for the execution of this Agreement. The submission of the declarations and the granting of the consents marked with * in **Attachment No. 1** to the Agreement Form shall condition the conclusion of the Agreement. If these representations are not made or these consents are not given, the Agreement is not concluded.

1.26. This Agreement Form, the GTC and the other attachments to the Agreement Form are an integral part of the Agreement.

Please let us know how you found out about our Bank:

- Doctor (first and last name):
- Midwife (first and last name):
- Birth School (name or organizer):
- Social media, e.g. Facebook, Instagram
- Search engine or Google reviews
- Printed advertising material
- Family/friends:
- Other source:

SIGNATURES

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MOTHER

.....
FATHER

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NOVUM

ATTACHMENTS:

Attachment No. 1. Consents; **Attachment No. 2:** General Terms and Conditions; **Attachment No. 3:** Customer Information.